

**REGISTER OF  
ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO:** EA03/11

**TITLE:** Port Kembla Port Corporation Enterprise Agreement 2002/2005

**I.R.C. NO:** IRC2/6055

**DATE APPROVED/COMMENCEMENT:** 2 December 2002

**TERM:** 30 June 2005

**NEW AGREEMENT OR  
VARIATION:** Replaces EA02/304

**GAZETTAL REFERENCE:** 28 February 2003

**DATE TERMINATED:**

**NUMBER OF PAGES:** 30

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES:** Applies to all employees of Port Kembla Corporation, with the exception of Managing Director, The General Managers and Marine Pilots, who fall within the coverage of the New South Wales Port Corporations Award 1999

**PARTIES:** Port Kembla Port Corporation -&- the Australian Maritime Officers' Union of New South Wales, The Association of Professional Engineers, Scientists and Managers, Australia (NSW Branch), The Seamens' Union of Australia, New South Wales Branch





# PORT KEMBLA PORT CORPORATION

## ENTERPRISE AGREEMENT 2002 - 2005

### VISION

By 2020, we will be the most profitable, thriving, sustainable and integrated regional port manager in Australia.

### MISSION

We will actively promote and facilitate port trade growth and the provision of infrastructure and services, providing:-

- commercial returns to shareholders;
- competitive advantages to a wide range of customers and port service operators; and
- benefits to the community and environment.

### VALUES

The corporate values we have adopted in pursuing our Mission are:-

- Making it happen
- Customer focus
- Continual improvement
- Working as a team with shared vision
- Open and honest communication
- Fairness and equity
- Social and environmental responsibility

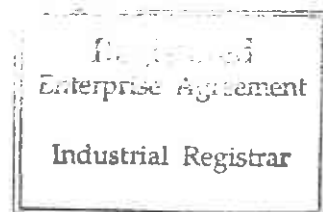
Registered  
Enterprise Agreement

Industrial Registrar

Handwritten initials and a checkmark.

# TABLE OF CONTENTS

	Page
1. TITLE	1
2. PARTIES BOUND	1
3. AWARDS AND AGREEMENTS REPLACED	1
4. DEFINITIONS	1
5. OBJECTIVES OF THIS AGREEMENT	2
6. CONTRACT OF EMPLOYMENT	2
7. REMUNERATION	3
8. ADDITIONAL FLEXIBLE WORK PRACTICES	5
9. DEDUCTIONS FROM SALARY	5
10. PERFORMANCE PAYMENT	5
11. SUPERANNUATION	6
12. INCOME PROTECTION	6
13. INDIVIDUAL PERFORMANCE	7
14. EMPLOYMENT SECURITY	7
15. HOURS OF WORK	9
16. OVERTIME	11
17. RESOLUTION OF GRIEVANCES	11
18. DISPUTE RESOLUTION	13
19. CONSULTATIVE PROCESS	14
20. LEAVE	15
21. EMPLOYEE AND FAMILY ASSISTANCE	17



## TABLE OF CONTENTS

---

22.	RELIEVING	19
23	JOB REDESIGN	19
24	JOB EVALUATION SYSTEM	20
25	PKPC SKILLS FORMATION	20
26	SELECTION COMMITTEES	20
27	WORKPLACE REPRESENTATIVES	21
28	WORK ENVIRONMENT	22
29	PERSONNEL POLICIES	23
30	NO EXTRA CLAIMS	23
31	OPERATION OF THIS AGREEMENT	23
32	DURATION OF AGREEMENT	24
33	SIGNATORIES	24

---

APPENDIX A      BASE SALARY STRUCTURE

APPENDIX B      KEY PERFORMANCE INDICATORS

---



TH



**1. TITLE**

- 1.1 This Agreement shall be known as the Port Kembla Port Corporation Enterprise Agreement 2002/2005.
- 1.2 The terms of this Agreement shall apply to all employees of the Port Kembla Port Corporation with the exception of the Managing Director, The General Managers and Marine Pilots.

**2. PARTIES BOUND**

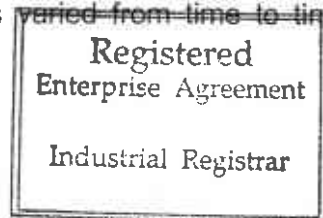
The parties bound by this Agreement are:

- Port Kembla Port Corporation (PKPC)
- Australian Maritime Officers Union of New South Wales
- Association of Professional Engineers, Scientists and Managers, Australia (NSW Branch).
- Seamen's Union of Australia (NSW Branch)
- All PKPC Employees with the exception of the Managing Director, The General Managers and Marine Pilots.

who are referred to throughout this Agreement as the Parties.

**3. AWARDS AND AGREEMENTS REPLACED**

This Agreement replaces the Port Kembla Port Corporations 1998 – 2001 Enterprise Agreement, the Port Kembla Port Corporation 2001 Extension Enterprise Agreement and the Port Kembla Port Corporation Port Operations Restructuring Agreement 2001. All relevant matters contained in the Port Kembla Port Corporation 2001 Extension Enterprise Agreement and the Port Kembla Port Corporation Port Operations Restructuring Agreement shall continue to apply. This Agreement is to be read in conjunction with the NSW Ports Corporations Award as ~~varied from time to time~~ but overrides that Award to the extent of any inconsistency.



**4. DEFINITIONS**

- 4.1 "Business Unit" shall mean a section, branch, or, line of business of the Port Kembla Port Corporation as appropriate.
- 4.2 "Casual Employee" shall mean any employee engaged on an irregular day-to-day basis on hourly hire.
- 4.3 "Day Worker" shall mean any employee who is not engaged in shift work.
- 4.4 "Employee" shall mean any persons engaged by the Port Corporation 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.
- 4.5 "Employer" shall mean the Port Kembla Port Corporation.

RA  
S

- 4.6 "Full-Time Employee" shall mean any employee engaged on a regular basis for the full contract hours of this Agreement.
- 4.7 "Hourly Rate" shall be calculated by dividing the weekly rate by 35 for 35-hour week employees and 38 hours for those employed on a 38-hour week basis.
- 4.8 "Part-Time Employee" shall mean any employee engaged for set regular hours that are less than the full contract hours of this Agreement.
- 4.9 "Shift Worker" shall mean an employee engaged on a continuous shift roster.
- 4.10 "Temporary Employee" shall mean any employee 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.
- 4.11 "Weekly Rate" shall be calculated by dividing the annualised salary by 52.

**5. OBJECTIVES OF THIS AGREEMENT**

5.1 The parties acknowledge and support the common objectives for teamwork, efficiency, flexibility, quality of employment and delivery of quality services.

The agreement aims to provide benefits to:

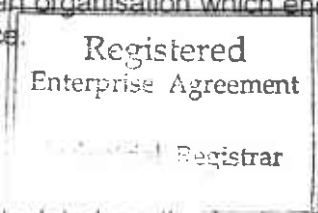
- Customers** through the delivery of safe, reliable, on time shipping services and accurate and timely administrative support.
- Employees** through the provision of employment benefits that reflect their contribution to the business.
- The Corporation** through achieving the goals of the Business Plan and thus ongoing commercial viability.

5.2 It is PKPC's aim to be recognised as a model employer. As a model employer we will have a workforce which is highly successful and committed. It encourages learning, practicing continuous improvement, is commercially successful and responsive to the needs of its people and customers. The Parties agree to work towards creating an environment in which people want to work and which provides them with development opportunities and fair rewards.

5.3 The Parties agree that these objectives will be pursued by the setting of productivity targets and the introduction of operational procedures and conditions of employment in an environment which will provide a sound basis for achievement of the PKPC goals.

5.4 A theme and fundamental feature of this Agreement is the continued improvement of methods of work organisation which will eliminate demarcations and increase the functional flexibility of the workforce.

5.5 The parties are committed to continuing development of an organisation which encourages consultation, co-operation and participation in the workforce.



**6. CONTRACT OF EMPLOYMENT**

6.1 For day workers 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.

AA  
S

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 labour. The minimum period of hire shall be four hours.

- 6.2 The Parties agree that work will continue to be performed as specified in this Agreement. The PKPC will consider any unreasonable failure to meet this work requirement to be a refusal to perform duties and the PKPC Discipline Policy will be followed in such instances.
- 6.3 With the exception of casual employees and temporary employees, notice of termination of employment of a fortnight by an employee or the employer shall be given and paid. If the notice is worked out, the remuneration, which would normally apply, will be paid.
- 6.4 Notwithstanding anything contained in this clause, the PKPC in accordance with the Discipline Policy will have the right to dismiss any employee for misconduct or neglect of duty and, in such cases, salary will only be paid up to the time of dismissal.
- 6.5 If an employee has given notice or the PKPC has given notice to an employee and the employee is absent from work during the period of notice, unless on approved leave, the employee will be deemed to have abandoned their employment. In such cases the PKPC will have the right to terminate the contract of employment from the last day worked.
- 6.6 All employees are bound by the currently titled, Port Kembla Port Corporation Code of Conduct.
- 6.7 Temporary employment shall have the same benefits and conditions as full time or part time employment except that the contract shall be for a specific period. The contract may be extended by the employer; however, any such extension shall not confer on the employee any right or expectation of continuing employment beyond the period of the current contract.
- 6.8 Part-time employment - part-time employees shall be employed for a guaranteed minimum period of no less than 20% of the contract hours of a full time position. All leave accruals and separation entitlements of part-time employees shall be calculated and paid on a pro-rata basis of the full-time position at the full-time rate of pay.
- 6.9 Casual employment - a casual employee for working ordinary time shall be paid by the hour for the work performed plus 20% to cover Sick Leave, Annual Leave, and Public Holidays.
- 6.10 On termination employees are required to return all property belonging to Port Kembla Port Corporation. Each item on loan to an employee will be identified at time of issue and the employee will be responsible for ensuring that those items are returned prior to the employee leaving the service of Port Kembla Port Corporation. Employees may be required to compensate Port Kembla Port Corporation for property which is not returned.

Registered  
Enterprise Agreement  
Industrial Registrar

**7. REMUNERATION**

7.1 There shall be a 2.5% increase in the remuneration structure and rates of pay effective from the first pay period on or after 1 July 2002, 1 July 2003 and 1 July 2004.

The current Shift Allowance shall be increased by 2.5% and apply from the first pay period on or after 1 July 2002, 1 July 2003 and 1 July 2004.

All other allowances shall increase by 2.5% from the first pay period on or after 1 July 2002, 1 July 2003 and 1 July 2004.

The remuneration structure and rates of pay shall be contained in Appendix A to the Enterprise Agreement.

RA  
u

**7.2 Shift Loading and Penalty Allowance**

The all-inclusive shift loading, penalties and disabilities allowance is expressed as a separate annual payment and shall be paid to eligible employees as follows:

Shiftwork Position Title	First Full Pay Period on or after :		
	01/07/2002	01/07/2003	01/07/2004
Port Officer (Entry)	17,081	17,508	17,946
Port Officer	17,081	17,508	17,946
Ship Port Officer	19,602	20,092	20,594
VTICO	17,464	17,901	18,349

**7.3** An employee'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.

**7.4 First Aid Allowance**

This allowance applies to Administrative Staff who have been designated by management to perform first aid duties. The First Aid Allowance will increase each year of the Agreement to the same extent as Base Salary Economic increases. The table below reflects the 2.5% increase per annum.

	First Full Pay Period on or after :		
	01/07/2002	01/07/2003	01/07/2004
Eligible Employees	\$511 per annum	\$523 per annum	\$536 per annum

**7.5** 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 Corporation.

Cost neutrality is achieved by applying a deflator of 0.8216 to aggregated working conditions, or such other deflator as is agreed to between the parties in the particular circumstance.

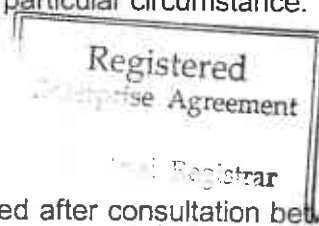
**7.6** Merit will be the basis for promotion between levels.

**7.7 Trainees**

**7.7.1** Entry rates for new trainees, if necessary, will be agreed after consultation between the Parties.

**7.8 Salary Packaging**

**7.8.1** Salary packaging is available to all employees subject to the provisions of the PKPC Remuneration Packaging Policy and Procedure Manual.



*Handwritten initials and a signature.*



**7.9 Working Conditions**

The parties reserve the right, to review the levels of overtime and additional hours payments and to annualise the salary for individual employees or work groups on a cost neutral basis.

The parties similarly reserve the right as part of the consultative process to review:

- (a) the continuing relevance of working arrangements or conditions upon which annualised salaries are based; and
- (b) the method by which adjustment is to be effected if required.

**8 ADDITIONAL FLEXIBLE WORK PRACTICES**

During the term of this Agreement the parties agree to consider, develop guidelines and where appropriate, trial and/or implement additional flexible work practices which are mutually beneficial.

**9 DEDUCTIONS FROM SALARY**

The deduction of union membership fees will continue to be a service offered to PKPC employees and the unions.

**10 PERFORMANCE PAYMENT**

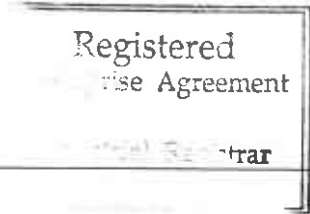
10.1 The parties agree that the "at risk" Organisation Performance Payment shall be \$800 for each year of the Enterprise Agreement and added to base salaries.

10.2 Enterprise Performance is assessed in several ways. Some examples include financial results, quality audits and customer satisfaction surveys. Performance can be influenced by external factors such as the economy, competition and seasonal fluctuations, and internally by factors such as technology, employee contribution and management leadership.

10.3 Performance Payments are wholly dependent on the achievement of performance outcomes and are therefore described as at risk payments. Performance payments will be paid in advance and applied to base rates of pay. Performance payments will not apply to employees whose salaries are frozen under the terms of Clause 6.7 of the Port Kembla Port Corporation Port Operations Restructuring Agreement 2001. Should performance outcomes not be achieved in the financial year for which the payment has been made the parties will discuss the appropriate performance payment, if any, to apply in the following financial year.

The agreed "at risk" performance payments shall be \$800 payable the first full pay period commencing on or after 1 July 2002, 1 July 2003 and 1 July 2004.

10.4 Performance outcomes will be derived from the PKPC Statement of Corporate Intent/Corporate Plan. These documents are prepared each year for approval by the Board of Directors and the voting shareholders as clear statements of "where we want to be" (objectives) and "how we are going to get there" (strategies). Each Key Result Area has Key Performance Indicators which allow an assessment of progress in achieving objectives.



Progress will continue to be reported on a monthly basis and feedback shall be provided to the Board of Directors, Managers and Employees. Monthly Branch Meetings and CEO meetings will continue to provide an opportunity for staff discussion and feedback.

The Performance Indicators referred to in the above Clause are detailed in Appendix B to this Agreement.

## 11. SUPERANNUATION

11.1 A PKPC employee who is a member of the State Superannuation Scheme (SSS) or the State Authorities Superannuation Scheme shall continue to be a member of either scheme.

11.2 For all other employees covered by this agreement and the Enterprise Agreement the following shall apply:

(a) The employee may belong to a complying (under SGC Legislation) Superannuation Scheme nominated by the employee and the Port Kembla Port Corporation shall submit all superannuation contributions to the employee nominated scheme.

(b) Each employee shall be eligible to the following:

- From the first full pay period on or after 1 July 2002 PKPC employer contributions to the nominated Superannuation Scheme of 9% of the employees salary (SGC Legislation requirement)
- From the first full pay period on or after 1 July 2003 PKPC employer contributions to the nominated Superannuation Scheme shall be 10% of the employees salary (including SGC contributions) provided the employee agrees to make an employee contribution of a minimum 1% of salary from 1 July 2003
- From the first full pay period on or after 1 July 2004 PKPC employer contributions to the nominated Superannuation Scheme shall be 11% of the employees salary (including SGC contributions) provided the employee agrees to make an employee contribution of a minimum of 2% of salary from 1 July 2004
- From the first full pay period on or after 1 July 2005 PKPC employer contributions to the nominated Superannuation Scheme shall be 12% of the employees salary (including SGC contributions) provided the employee agrees to make an employee contribution of a minimum of 3% of salary from 1 July 2005

11.3 For the purposes of this clause an "employees salary" shall be the base salary, shift allowance if applicable plus any applicable Organisation Performance Payment.

11.4 Employee superannuation contributions can be salary packaged (salary sacrifice).

## 12. INCOME PROTECTION

The Port Kembla Port Corporation will provide assistance to employees suffering from long term serious illness/injury by granting sick leave salary continuance for a period of up to 2 years at the rate of 75% of their salary.

Registered  
Enterprise Agreement

Industrial Registrar

Sick Leave Salary Continuance will commence 90 days after the serious illness or injury occurs. During the 90 day period an employee will be paid ordinary earnings and will also be required to use any accumulated sick leave.

Normal sick leave entitlement is one week on full pay for each year of service, cumulative on a three years to date basis.

The granting of serious illness/accident sick leave salary continuance will require medical certificates from a treating doctor.

Salary continuance shall not apply to any event directly caused or resulting from:

- Employee being an aircraft pilot or crew member of any aircraft or the employee being engaged in any aerial activity except as a passenger in a properly licensed aircraft or helicopter.
- Intentional self inflicted injury, suicide or attempted suicide.
- Pregnancy or childbirth other than complications arising there from.
- Any professional sporting activities.
- A criminal act committed by an employee.
- Any other act deemed by the Chief Executive Officer to not fall within the spirit of this clause.

The leave is subject to the approval of the Chief Executive Officer.

### 13. INDIVIDUAL PERFORMANCE

PKPC has proposed that an "at risk" incentive payment apply to the following positions given their direct management roles and ability to exert a higher level of influence in the achieving of business goals.

The nominated positions are Marine Manager, IT Manager, Employee Relations Manager, Engineering Manager and the Assets Services Manager.

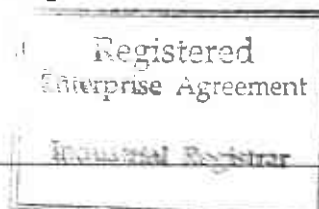
The PKPC, the managers and the AMOU shall within three months of the approval of the Enterprise Agreement by the Industrial Relations Commission finalise all matters in connection with the "at risk" incentive payment.

### 14. EMPLOYMENT SECURITY

#### 14.1 Staffing Levels

14.1.1 The appropriate organisation structure and staffing levels will be established by PKPC, consistent with its agreed role and responsibilities.

14.1.2 For the term of this Agreement, staff reductions will be in accordance with applicable government policy and guidelines on managing displaced employees which currently allows reduction only through natural attrition, redeployment or voluntary redundancy.



- 14.1.3 Subject to the provision of applicable Government policy and guidelines all full time or permanent part time employees of the PKPC will have security of employment for the term of this Agreement. This undertaking provides that an employee who wants to will have the opportunity to continue in employment with the PKPC for the life of this Agreement however, this undertaking extends to employees rather than positions. That is, positions may be restructured or deleted from the structure.
- 14.1.4 Any employee whose job changes substantially or is deleted during the term of this agreement may be offered the Government's Standard Voluntary Redundancy Package current at the time of offer. This undertaking will not have any affect on the process of performance or disciplinary matters which are pursued separately.
- 14.1.5 Displaced employees who are excess and redeployed to a position with a lower salary are entitled to salary maintenance for a period of 12 months. In special circumstances the parties to this Agreement reserve their right to renegotiate Clause 14.1.5.

## 14.2 Organisational Change Restructuring Process

- 14.2.1 In the event that PKPC 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, redeployment or voluntary redundancy the parties to this Agreement reserve the right to renegotiate the Governments Standard Voluntary Redundancy Package.
- 14.2.2 The parties recognise that restructuring will be an ongoing requirement for improved competitiveness and viability of the Corporation. It will result from a variety of factors including, but not limited to, continuous improvement, quality management programs and the Government's Service Competition Policy.
- 14.2.3 Consultation will take place on an ongoing basis with employees/unions regarding:
- (a) proposals to undertake market testing and contracting review; and
  - (b) restructuring and the process to be used.
- 14.2.4 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 Officer) then the incumbent will follow the position.
- 14.2.5 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:
- (a) redeployment of a supernumerary employee 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 the requirements can be made up within three months; or
  - (b) transfer of a supernumerary 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; or
  - (c) where there are two or more employees to be considered for redeployment or transfer the employee appointed will be determined on merit at interview.



- (d) where there is no unattached employee available for transfer or redeployment by advertising the position and filling the vacancy on merit.

**15 HOURS OF WORK**

**15.1** It is the intent of this clause to enhance flexibility not to reduce remuneration or 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 functional delegation of duties, team numbers, aggregation of salaries and any other measures that may be agreed upon in order to resolve the issue.

**15.2** Hours of work within this Agreement will be arranged to take into consideration the specific business needs of the PKPC and where possible the work preferences of employees.

**15.3** Starting and finishing times, within the spread of hours, shall be agreed between management and employees, however if agreement cannot 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. The Parties may agree to vary the starting and ceasing times with shorter notice.

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

**15.5** Overtime will be paid for work performed outside of the spread of hours detailed in sub-Clause 15.6.2 of this Clause or for work performed on a Saturday, Sunday or Public Holiday.

**15.6 Ordinary Hours – Administrative Employees**

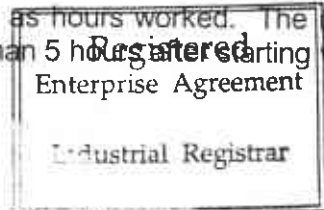
The ordinary hours of work will be no more than 35 hours per week averaged over a 52-week period.

**15.6.1** Hours of work will be an average of 35 hours per week over a four-week cycle.

**15.6.2** Ordinary hours worked on any one day (Monday to Friday) will be worked between 7:00am and 7:00pm.

**15.6.3** Notwithstanding any other provision of this clause an employee 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.

**15.6.4** Ordinary hours will exclude the meal breaks which will be a minimum of 30 minutes. Time taken for meal breaks will not count as hours worked. The meal break shall be given no less than 2 hours nor more than 5 hours starting work unless by mutual consent.



**15.7 Additional Hours**

**15.7.1** Based on a 4-week cycle, hours worked in addition to the 140 hours and up to 161 hours will 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 will be made.

Handwritten initials 'RT' and a signature.

**15.7.2** Hours worked in addition to the contract hours in excess of 21 hours in a four week cycle, may by mutual agreement, be paid at time and a half to 28 hours and double time thereafter or alternatively, by agreement, be taken as time off in lieu at ordinary time.

**15.7.3** Employees recalled to work overtime will be entitled to a minimum of four hours overtime for such work. This will not apply when an employee is called in to work early in which case overtime, if outside the ordinary span of hours, would be paid.

**15.8 Ordinary Hours – Port Services Employees**

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

**15.8.2** The provisions for hours of work for employees/positions previously covered by the MSB (Marine and Port Services) Award will remain. These are:

**15.9 Hours**

**15.9.1** Day workers and shift workers will work as a team being allocated to duties by the supervisor at times according to rosters. Employees shall not be rostered to work more than five shifts in any week, or two shifts in any week if working on a 12-hour shift roster.

**15.9.2** Day workers and shift workers will perform additional periods of duty as required by the supervisor, for instance, to complete a fully complemented shift, or to complete tasks already commenced.

**15.9.3** A break of thirty minutes shall be allowed between the fourth and fifth and eighth and ninth hour after the commencement of work and between each fourth and fifth hour thereafter. For day workers this break shall be of forty-five minutes duration.

**15.10 Additional Hours**

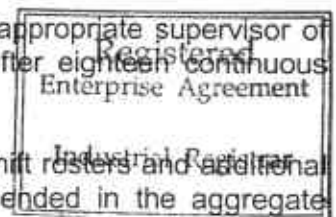
**15.10.1** Additional hours shall be performed as required by the appropriate supervisor of the PKPC, however an exhaustion break shall apply after eighteen continuous hours inclusive of meal breaks in all circumstances.

**15.10.2** Necessary overtime required to be worked because of shift rosters and additional hours to meet work demands has been fully comprehended in the aggregate wage.

**15.10.3** 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.

**15.10.4** The provision of the above subclause shall apply in the case of shift workers as if eight hours were substituted for ten hours when additional hours are worked,

- (i) for the purpose of changing shift rosters; or
- (ii) where a shift worker does not report for duty and a shift worker is required to replace such shift worker; or
- (iii) where a shift is worked by arrangement between the employees themselves.



Handwritten initials 'RA' and a signature-like mark.

15.10.5 No separate payment shall be made for additional hours worked.

15.10.6 Where additional hours are required and are considered by the employee concerned to be excessive, the work will be performed and any grievance pursued in accordance with the Grievance and Dispute Resolution Procedures of this Agreement.

15.10.7 It is agreed that within three months of the approval of the Enterprise Agreement, by the Industrial Relations Commission, the parties will resolve and finalise all matters in connection with the working of additional hours by shift workers, as a result of rostering arrangements.

## 16 OVERTIME

The following overtime provisions will apply, except for employees covered under Sub-Clauses 15.8, 15.9 and 15.10.

- 16.1 For overtime worked Monday to Saturday at the rate of time and one half for the first two hours and double time thereafter.
- 16.2 For overtime worked on a Sunday, at the rate of double time.
- 16.3 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.
- 16.4 Employees required to work overtime beyond the spread of hours Monday to Friday, Sundays and Public Holidays or beyond 12.30pm on Saturdays will be entitled to a paid meal. The amount of payment is agreed to be the rate determined from time to time and applied within the NSW Public Service.

## 17 RESOLUTION OF GRIEVANCES

### 17.1 Objectives:

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

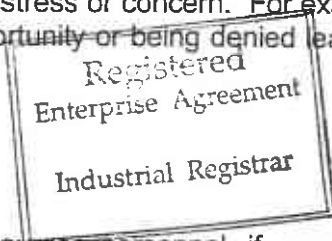
### 17.2 Grievances

Under the Industrial Relations Act 1996, a grievance is a personal complaint or difficulty. It is any work related matter which is causing an employee 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.

### 17.3 Grievance handling guidelines

#### Step 1

Ask for assistance or advice from specialist Human Resources personnel, if necessary. This advice may be regarding these procedures or how to deal with EEO target group issues. Remember, your supervisor is responsible for ensuring that the grievance is addressed quickly and fairly. You should be aware that your supervisor or manager must take immediate action if dangerous, criminal or other illegal activity is involved. This will involve informing the Employee Relations Manager immediately. You may consult your union at any time.



RA  
3

**Step 2**

Your supervisor should listen with an open mind, be patient and ask questions to obtain a better understanding of the situation. A joint problem-solving approach and avoiding a "them and us" attitude should be followed. The process must be impartial and ensure that it is not diminished by preconceived opinions.

**Step 3**

Your supervisor should obtain all the facts from you and the person against whom the complaint is made. The allegation should be put to the person(s) concerned and a response sought. A distinction between facts and opinions should be made and other information that is relevant should be collected, consulting records and policies if necessary. Any information that your supervisor gathers should be kept in a secure place until the matter is resolved.

**Step 4**

Your supervisor should act promptly and fairly. Your supervisor, in consultation with yourself must set reasonable deadlines in which to deal with the grievance.

**Step 5**

If your supervisor does not have the authority or complete information to resolve the issue, he/she must identify who has and, with your agreement, seek further advice.

**Step 6**

Your supervisor must complete an investigation of the facts and consider all viewpoints.

**Step 7**

After a decision is made your supervisor must advise you and others involved of internal and external avenues that can be used if you are not happy with the decision. Your supervisor must ensure that agreed corrective action has been taken and causes addressed.

**Step 8**

If your supervisor is unable to resolve the matter directly between the parties then the next senior manager may be contacted, if you wish. Allowances for a reasonable amount of time should be made for the matter to be dealt with.

**Step 9**

If this manager is unable to resolve the issue, it should be directed to your Chief Executive Officer who then becomes responsible for resolving the grievance.

**Step 10**

If the parties agree, the matter may be referred to an independent mediator/arbitrator to be resolved. See your Employee Relations Manager for this assistance.

**Confidentiality**

Your supervisor will not discuss the grievance with another person without your agreement. Any necessary discussion of your grievance among relevant managers will remain confidential.



RT  
y



## 18 DISPUTE RESOLUTION

### 18.1 Objective:

To create an industrially harmonious environment where disputes are identified, heard and resolved as fairly and promptly as possible in a consistent manner, without loss of operational continuity, by adopting a formal process based on the provision of information and explanation, consultation and cooperation.

### 18.2 Disputes

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

### 18.3 Continuity of Operations and Dispute Resolution Procedure

During the term of this Enterprise Agreement the Parties agree to cooperate fully in maintaining operations without delays and the parties agree to follow the Dispute Settlement Procedures hereinafter provided and be bound and adhere to the awards, orders, directions and decisions of the NSW Industrial Relations Commission. PKPC and its employees undertake to manage the functions of the Port within a team management environment and will adopt a consultative approach to all issues.

### 18.4 Avoidance of Disputes

**18.4.1** Every effort will be made to create a dispute-free working environment and to achieve the employment stability of PKPC employees throughout the lifetime of this Agreement.

**18.4.2** There is a reciprocal requirement for both management and employees and the union to provide relevant information and explanation and consult one another.

**18.4.3** Management for its part will encourage a dispute-free working environment by treating all employees equitably and fairly.

### 18.5 Dispute Settlement Procedure

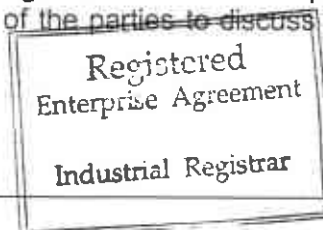
**18.5.1** In the event of any disagreement between the parties the interpretation or implementation of the Enterprise Agreement or any other industrial matter every effort shall be made to settle the dispute. The following procedures shall apply:

#### Stage 1

The matter is to be discussed by the employees concerned (where appropriate) and their immediate supervisor in the first instance. Employees may consult with or be represented by a union delegate or employee representative. Stage 1 shall not extend beyond 7 days.

#### Stage 2

If the matter is not resolved it shall be referred to a union/employee representative, the appropriate Branch Manager and the PKPC Employee Relations Manager who shall arrange a conference of the parties to discuss the matter. Stage 2 shall not exceed 7 days.



RT

### Stage 3

If the matter remains unresolved it shall be referred to the Union Secretary and the Chief Executive Officer of PKPC (and/or their nominees) for discussion and appropriate action. Stage 3 shall not exceed 14 days.

### Stage 4

If the matter is not resolved then it may be referred by either party to the NSW Industrial Relations Commission.

**18.5.2** In terms of the dispute settling powers of the NSW Industrial Relations Act the NSW Industrial Relations Commission is empowered by this Agreement to settle and determine any matters in dispute.

**18.5.3** While any dispute is being resolved, normal work is to continue, except in the case of a genuine and/or declared safety issue. The status quo existing before the emergence of a dispute is to continue whilst the procedure is being followed. No party shall be prejudiced as to the final settlement by the continuation of work.

**18.5.4** Nothing in this procedure shall prevent the union and PKPC from taking any action considered conducive to resolving matters in dispute.

### 18.6 Record Keeping

Papers relating to disputes should be retained on a registered PKPC file. All parties directly concerned should be given the opportunity to read and comment on papers relating to them. Documentation should not be placed on Personal Files.

## 19 CONSULTATIVE PROCESS

**19.1** The Parties acknowledge the need to more fully utilise the talents, skills and expertise of the Corporation's workforce by providing a formal system for employee participation and consultation.

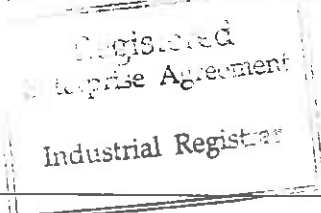
**19.2** To this end each Business Unit will meet on a monthly basis to discuss matters likely to affect Corporation's activities as well as performance against the Business Plan.

**19.3** The Business Unit will develop its own agenda and the timing and conduct of meetings.

**19.4** It should be recognised that certain information to be dealt with by the Committee may be commercially sensitive and/or confidential. The Parties undertake that they will respect the sensitivity of such material.

**19.5** There shall be a bi-annual meeting of all employees at which the Chief Executive Officer / Managing Director and management will provide an overview of the business performance, challenges and opportunities. Staff shall have yet another opportunity to provide feedback and seek answers to issues if necessary.

**19.6** The parties to this Agreement shall meet each six months, commencing six months from the Commission approving the Agreement, to discuss and monitor the implementation of this Agreement. Officers of each union and nominated workplace representatives shall, together with PKPC management, attend the consultative meetings.



**20. LEAVE**

**20.1 Anniversary Date**

The anniversary date for all leave other than annual leave, long service leave and sick leave shall be the first day of January 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/or as adjusted following any periods of leave Without Pay. The anniversary date for Sick Leave shall be the first day of July each year.

**20.2 Annual Leave**

The provisions of this Clause are subject to the requirements of the NSW Annual Holidays Act 1944 and the NSW Long Service Leave Act 1955.

**20.2.1** Employees are entitled to Annual Leave as follows: -

- (a) Day Workers - four weeks paid leave for each completed year of service.
- (b) Continuous Shift Workers - five weeks paid leave for each completed year of service.

**20.2.2** Employees engaged on Continuous Shift Work shall be debited for each 8 hour day they would have worked according to the normal roster had they not been on Annual Leave but exclusive of Public Holidays observed on a rostered duty day.

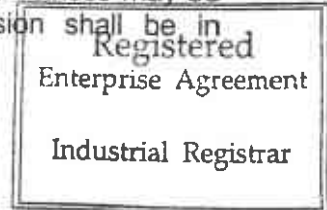
**20.2.3** Employees engaged on 12 hours Continuous Shift Work shall be debited Annual leave at the rate of 1½ days leave for each ordinary 12 hours shift they would have worked according to the normal roster had they not been on Annual leave. If a rostered shift falls on a Public Holiday during a period of Annual leave the employee is to be debited one half-day Annual leave only, for that day.

**20.2.4** Employees on Day Work will be debited for each working day absent exclusive of Public Holidays.

**20.2.5** 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.

**20.2.6** Individual requests to accrue in excess of 30 days Annual leave for day workers and 35 days for shift workers will be considered on a case by case basis.

**20.2.7** The introduction of an annual closedown/s in some areas of the Business may be appropriate and that the implementation of any such provision shall be in consultation with the employees/work team affected.



**20.3 Long Service Leave**

**20.3.1** Employees are entitled to Long Service Leave as follows: -

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

Handwritten initials 'RA' and a signature.

- 20.3.2 Leave Without Pay does not count for service for the purpose of Long Service Leave.
- 20.3.3 Employees engaged on Continuous Shift Work shall be debited for each 8 hour day rostered for duty absent on Long Service Leave but exclusive of Public Holidays observed on a rostered duty day.
- 20.3.4 Employees engaged on 12 hour Continuous Shift Work shall be debited Long Service Leave at the rate of 1½ days leave for each ordinary 12 hour shift they would have worked according to the normal roster had they not been on Long Service Leave.
- 20.3.5 If a rostered shift falls on a Public Holiday during a period of Long Service Leave the employee is to be debited one half day Long Service Leave only, for that day.
- 20.3.6 Employees engaged on Day Work will be debited for each working day absent exclusive of Public Holidays.
- 20.3.7 The taking of Long Service Leave entitlements will be at a time mutually agreed by the delegated manager, employee and where appropriate the work team having regard to leave roster arrangements and operational and workload requirements.
- 20.3.8 Salary will be paid at the rate specified in accordance with the Long Service Leave Act.
- 20.3.9 The taking of accrued leave on half pay is not an entitlement but a concession available only on an approved basis.

**20.4 Public Holidays**

- 20.4.1 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 employees), Labour Day, Christmas Day, Boxing Day and all other days which may be gazetted as public holidays throughout the State.
- 20.4.2 Subject to the provisions of subclause 20.4.3 of this Clause there shall be no deduction of pay for public holidays not worked.
- 20.4.3 Employees who absent themselves from duty without approval from a delegated manager on the working day prior to and/or the working day following any Public Holiday shall not be entitled to receive payment for such holiday.

**20.5 Leave Without Pay**

- 20.5.1 An employee wishing to take a period of Leave Without Pay shall make application to their supervisor specifying the reasons for such Leave and the period of leave proposed.
- 20.5.2 Each application for Leave Without Pay shall be considered by the relevant delegated manager on its merits, taking into account the wishes of the employee 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.
- 20.5.3 In granting of Leave Without Pay the PKPC will use its discretion as to whether relieving arrangements will be invoked to cover such absences.

If holiday  
 Enterprise Agreement  
 Industrial Registrar

17  
5

20.5.4 Annual Leave and Long Service Leave shall not accrue during periods of Leave Without Pay.

20.5.5 In the case of superannuated employees, periods of Leave Without Pay in excess of six months may only be granted if satisfactory arrangements are made for the employee to pay their own superannuation contributions as well as the PKPC's liability, for the whole period of Leave Without Pay.

## 20.6 Trade Union Training Leave

20.6.1 Paid leave may be granted up to a maximum of 12 days in any period of two years to an employee to attend short trade union training courses or seminars conducted by or with the support of the ACTU on the following conditions: -

- (a) That operating requirements permit the granting of leave.
- (b) That the scope, content and level of the short course are such as to contribute to a better understanding of employee relations and be of benefit to the PKPC as a whole.
- (c) Leave granted for trade union training will count as service for all purposes.
- (d) Expenses associated with attendance at such courses or seminars will be met by the employee concerned but leave may include travelling time necessarily required during working hours to attend such courses or seminars.
- (e) Applications for leave must be accompanied by a statement from the union that it has nominated the employee concerned for such course or seminar and supports the application.

## 21 EMPLOYEE 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 employees unable to attend work for personal reasons.

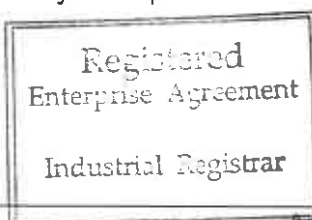
Any instances of abuse of these provisions will be dealt with by management.

### 21.1 Sick Leave

21.1.1 Sick Leave provision is five days at full pay for each year of service cumulative on a three years to date basis, that is, the maximum number of days that can be accumulated will not exceed fifteen. Employees will be entitled to additional sick leave after the employee provides to the Corporation a medical certificate from a qualified medical practitioner. After 90 days of sick leave the provisions of Clause 12 may apply.

21.1.2 Where illness occurs, each individual case shall be reviewed in accordance with the following procedures: -

- (a) It is an employee's responsibility to report their inability to attend work in order to qualify for payment.



- (b) Where an employee 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.
- (c) Documented medical evidence and/or a medical examination by a medical practitioner will be necessary where required by the PKPC.

## 21.2 Aged and Dependant Care Leave

- 21.2.1 Paid Leave may be provided for employees to arrange or provide short term care for sick, injured or aged dependants or family members.
- 21.2.2 Each individual case will be determined on a case by case basis.
- 21.2.3 Where Aged and Dependant Care Leave is sought, the employee will contact their supervisor in advance of taking the leave or in urgent circumstances within one hour of their normal commencement time.
- 21.2.4 Leave for such purposes of up to 5 days per calendar year may be granted by the relevant delegated manager.

## 21.3 Special Leave and Compassionate Leave

- 21.3.1 The flexible working hours arrangements provide an opportunity for employees to attend to urgent and unforeseen personal concerns during business hours without the need for access to additional time off.
- 21.3.2 Paid leave may be provided for bereavement or urgent personal business.
- 21.3.3 Other types of paid leave include but are not limited to jury duty, voluntary emergency services, subpoenas and Defence Force service leave and shall be provided in accordance with Public Sector Policy.
- 21.3.4 Each case will be determined on an individual basis and the approval and length of leave will be at the discretion of the relevant delegated Manager and, where appropriate, subject to agreement by the work team and/or the employee establishing a genuine need.

## 21.4 Maternity Leave

- 21.4.1 Women employed by the PKPC who have completed at least forty weeks continuous service either with the PKPC or with an organisation listed in the Schedule to the Transferred Officers Extended Leave Act 1961, prior to commencement of Maternity Leave shall be granted paid maternity Leave on full pay for 9 weeks from the date Maternity Leave commences. Maternity Leave may commence up to 9 weeks prior to the expected date of birth, as indicated on the medical certificate furnished with the application for Maternity Leave.
- 21.4.2 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.
- 21.4.3 Employees may elect to take Annual leave to credit on half pay during any period of half pay Maternity Leave.

**21.4.4** Employees who have been granted Annual and/or Long Service Leave in respect of any period subsequently allowed as paid Maternity Leave shall be recredited with such Annual and/or Long Service Leave.

**21.4.5** A woman employed by the PKPC who adopts a child is entitled to 3 weeks 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.

**21.5 Paternity Leave**

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

**21.6 Child Care**

The PKPC will continue to investigate, during the life of the Agreement, the feasibility of responding to employee needs for the provision of child care facilities and benefits, as a component of remuneration.

**22. RELIEVING**

**22.1** During the term of this Agreement relieving payments recognising higher level duties undertaken will not be automatic.

**22.2** There shall be no restrictions (with the exception of medical) on any employee performing any duties in their grade or lower grades so long as they possess the appropriate knowledge, skills, experience, accreditation or licensing (where applicable).

**22.3** Nothing within this Clause is intended to replace employees working at a lower level with those at a higher level.

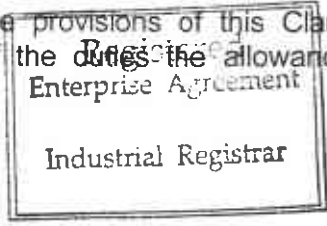
**22.4** Where the exercise of higher level duties occurs on a regular basis and they form a significant part of the employee's work; the employee is entitled to seek payment for higher duties. Higher duties/relief payment shall be made after a minimum period of one week.

**22.5** On the first occasion of relief in a position the first 5 days are developmental and will not be paid at a higher rate.

This developmental phase only applies once, that is, on the first occasion of relief in any dissimilar position. If on the first occasion of relief the period exceeds 5 days, payment at a higher rate may be made for days in excess of the 5 developmental days.

**22.6** Provided an employee 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 will be paid for relief on an occurrence basis.

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



**23 JOB REDESIGN**

**23.1** The design of existing jobs in the PKPC shall occur according to Business Needs. The process may be activated by the employer, employees or union.

Handwritten initials or marks in the bottom right corner of the page.

23.2 An outcome of job redesign is a position specification.

## 24 JOB EVALUATION SYSTEM

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

24.2 There shall be a job evaluation system used within the PKPC. This system shall be known as the Job Evaluation System.

24.3 The Job Evaluation System shall be used to determine the appropriate remuneration level that the position will occupy.

24.4 The Job Evaluation System employs the Organisation Consulting Resources (OCR) methodology to determine work value.

24.5 A fair and equitable appeal mechanism has been developed and will continue to apply.

## 25 PKPC SKILLS FORMATION

25.1 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.

25.2 There is also a range of skills which are not linked to an employee's current job or work team but which relate to their desired career path. These are called developmental skills and may be identified by either an employee or their supervisor. In identifying developmental skills it is recommended that an employee consult with their supervisor. Upon agreement the Corporation may provide assistance in some cases to attain these developmental skills eg. Study assistance. Developmental skills do not usually relate to the current job of an employee, but are an important part of developing new career paths. The remuneration reward for attaining these skills occurs when the employee attains a job which uses these new skills or skill mix in accordance with business needs.

## 26 SELECTION COMMITTEES

26.1 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 PKPC;
- \* 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 PKPC should be from outside the work team or group or Business Unit.





26.2 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.

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

26.4 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

The role and responsibilities of union Workplace Representatives, and the mutual understandings of the PKPC and PKPC unions regarding union delegates, are set out hereafter.

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

27.2 It is fundamental that delegates are employees of the Corporation and that their prime responsibility and duty is as employees. Their activities on union business must not be inconsistent with their contract of employment.

27.3 On election/nomination of a member as a delegate, the Board expects the Union concerned to notify it in writing addressed to the Chief Executive Officer advising the following information: -

- (a) New delegate's name.
- (b) Name of delegate replaced, new or additional position.
- (c) Work location and telephone contact number.
- (d) Work group that the delegate is responsible for.

27.4 Upon receipt of a notification including the information outlined in Clauses 27.3 (a) to (d) above, the PKPC recognises delegates as in Clause 27.1.

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

- (a) 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.
- (b) 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 PKPC Grievance Handling and Dispute Resolution Guidelines detailed in Clauses 17 and 18 of this Agreement.

- (c) Attending meetings or conferences called by their Union(s), Peak Councils or the PKPC.
- (d) Attending the proceedings at the Industrial Relations Commission when required as a witness or to assist the Union Advocate.
- 27.6** For meetings and conferences (as set out in Clause 27.5c above) delegates must obtain prior approval from their supervisors to attend.
- 27.7** The PKPC 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 PKPC is prepared to pay where the following criteria are met :-
- (a) Safety and operational requirements are not prejudiced, an application for special leave is submitted and supervisor approval is obtained beforehand.
- (b) The PKPC considers that the request is reasonable and leads to more constructive employee relations.
- (c) For proceedings at the Industrial Relations Commission, assistance to a Union Advocate is limited to no more than two on each occasion.
- 27.8** The procedure for notifying for meetings convened by unions and Peak Councils is notification in writing, giving 2 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 PKPC will be provided with an attendance list of meetings. In exceptional circumstances the parties agree the above procedures may be waived.
- 27.9** The current practice, whereby recognised union delegates are allowed a reasonable opportunity to carry out general union business on-site at times mutually convenient to the employees and Corporation, will be continued.
- 27.10** When involved in union activity, delegates are expected to observe the same standards of conduct and behaviour as any employee. Breaches will be dealt with on the same basis as for all employees - either under the PKPC Disciplinary Procedures or other appropriate action.
- 27.11** PKPC reserves the right to notify the relevant union should it consider a recognised delegate is abusing any privilege extended to the delegate.

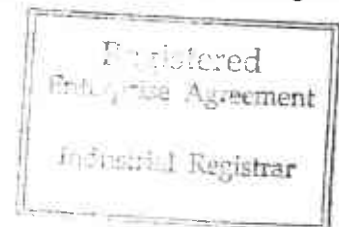
## **28 WORK ENVIRONMENT**

### **28.1 Occupational Health and Safety**

**28.1.1** The Parties are 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 employees; and
- \* Management and employee participation on Safety Committees.

**28.1.2** At all times the PKPC and employees will comply with the Occupational Health and Safety Act 2000.



AA  
S

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

**28.2 Equality of Employment and Elimination of Discrimination**

28.2.1 The Parties are committed to providing a work environment which promotes the achievement of equality, access and elimination of discrimination in employment.

**28.3 Harassment Free Workplace**

28.3.1 The Parties are committed to ensuring that employees work in an environment free of harassment.

28.3.2 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.

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

28.3.4 Harassment on any grounds including but not limited to sex, race, marital status, physical impairment, sexual preference, HIV/AIDS or age will not be sanctioned by the Parties.

28.3.5 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.

28.3.6 All employees are required to refrain from perpetrating, or being a party to, any form of harassment.

**29 PERSONNEL POLICIES**

29.1 The currently titled MSB Personnel Policy Manual will continue to have effect until such time as the PKPC amends, replaces or rescinds policy in conjunction with discussions with employee representatives.

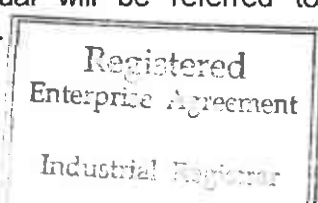
29.2 Any proposed changes to the Personnel Policy Manual will be referred to PKPC Consultative Committee for comment before being enacted.

**30 NO EXTRA CLAIMS**

Parties to this Agreement agree not to pursue any extra ~~claims~~, during the life of this Agreement other than negotiating a successor Agreement as provided for in Clause 32 of this Agreement. The parties agree to review, and if necessary vary, the Awards to reflect minimum or test case standards as decided by the Commission during the life of this Agreement.

**31 OPERATION OF THIS AGREEMENT**

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



Handwritten initials 'AA' and a signature-like mark.

**32 DURATION OF AGREEMENT**

This Agreement shall take effect on and from the date of registration and shall remain in force until 30 June 2005.

The parties will commence negotiations on a new Agreement no later than three months prior to the nominal expiry date (30 June 2005) of this Agreement.

**33 SIGNATORIES**



for and on behalf of  
**Port Kembla Port Corporation Management and Employees**



for and on behalf of  
**Australian Maritime Officers Union of New South Wales**



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



for and on behalf of  
**Seamens' Union of Australia New South Wales Branch**



**APPENDIX A**

**BASE SALARY STRUCTURE**

Maritime Officer		First Full Pay on or after					
		01/07/2002		01/07/2003		01/07/2004	
		Base Per Annum	Base Including \$800.00 Bonus	Base Per Annum	Base Including \$800.00 Bonus	Base Per Annum	Base Including \$800.00 Bonus
Level 1	A	29,162	29,962	30,711	31,511	32,299	33,099
	D	31,909	32,709	33,527	34,327	35,185	35,985
Level 2	A	37,048	37,848	38,794	39,594	40,584	41,384
	D	38,797	39,597	40,587	41,387	42,422	43,222
Level 3	A	41,714	42,514	43,577	44,377	45,486	46,286
	D	43,682	44,482	45,594	46,394	47,554	48,354
Level 4	A	46,963	47,763	48,957	49,757	51,001	51,801
	D	49,178	49,978	51,227	52,027	53,328	54,128
Level 5	A	52,865	53,665	55,007	55,807	57,202	58,002
	D	55,360	56,160	57,564	58,364	59,823	60,623
Level 6	A	59,516	60,316	61,824	62,624	64,190	64,990
	D	62,319	63,119	64,697	65,497	67,134	67,934
Level 7	A	66,992	67,792	69,487	70,287	72,044	72,844
	D	70,146	70,946	72,720	73,520	75,358	76,158
Level 8	A	75,401	76,201	78,106	78,906	80,879	81,679
	D	78,949	79,749	81,743	82,543	84,606	85,406
Level 9	A	84,863	85,663	87,805	88,605	90,820	91,620
	D	88,107	88,907	91,130	91,930	94,228	95,028



Handwritten initials or marks in the bottom right corner of the page.

## APPENDIX B

## KEY PERFORMANCE INDICATORS

## ECONOMIC PERFORMANCE

## Business Growth &amp; Customers

## Goals

To ensure that Port Kembla is the "Port of Choice" for targeted new and existing customers and investments.

## Objectives

- Maximise sustainable competitive advantages for existing and new customers.
- Increase our focus on the market and customer needs.
- Maximise current and future business opportunities by capitalising on changes in local, national and global trade patterns.
- Facilitate the enhancement of port service provider efficiencies.

## Key Performance Indicators

- Increase trade and shipping, other than associated with BHP, PKCT and Grain, by 10% pa over 3 year rolling cycle.
- Formally communicate with every customer at least twice per year.
- Approach at least 12 new potential customers each year.
- At least 20 promotional releases and functions during the year.
- Deliver on service delivery indicators for customers and port.
- Improve upon the results of last customer satisfaction survey.
- QA audit compliances to 100% with measure zero hold points.
- Number of customer complaints per year.
- Positive customer feedback on VTIS operations by March 2003.

## Financial

## Goals

To continually enhance the shareholder and market value of the Corporation.

## Objectives

- Achieve an increase in "Market Value Added" (MVA) for all growth projects.
- Optimise the Corporation's MVA.
- Increase knowledge and understanding of MVA/SVA drivers.
- Optimise information technologies (IT) to achieve all corporate goals.
- Optimise the financial structure of the business.

## Key Performance Indicators

- Projects meet or exceed agreed MVA.
- Meeting and exceeding agreed financial targets as outlined in the SCI.
- Achieve & exceed SVA target over life of Corp. Plan.
- Maintain and increase the Standard & Poors 'BBB+' grade Credit Rating.
- Unqualified External Audit Report and Internal Audit report score 5.0.



**APPENDIX B**

**KEY PERFORMANCE INDICATORS**

- Days Sales Outstanding (after first days receipts) not to exceed 20.
- Computer system downtime (due to PKPC activities) between 7am and 7pm to be no more than 0.5%.
- All computer applications to be available within Disaster Recovery Plan limits.

**Port Infrastructure**

**Goals**

To proactively facilitate the provision of appropriate port infrastructure and services for new and existing customers.

**Objectives**

- Prioritise and convert identified business infrastructure needs into relevant projects.
- Identify and prioritise future opportunities and projects requiring infrastructure development and services.
- Ensure all maintenance is carried out for required business needs.

**Key Performance Indicators**

- All new projects to have a positive MVA based on a hurdle rate of WACC +2%.
- Berths available and fit for agreed use when required 100% of time.
- Completion of Capex projects – within 10% of agreed time and budget deviation.
- Action taken on all urgent work requests - within maximum of 2 days of receipt.
- Meeting the operational performance standards of the Port Operating Licence with respect to Navigation assets.
- Complete major maintenance projects as per agreed timetable.
- Maintenance costs by line of business within 10% of agreed budget.

**ENVIRONMENTAL PERFORMANCE**

**Goals**

Develop a leadership role on environmental issues related to the Port.

**Objectives**

- Promote ecologically sustainable development principles in the management of Corporation activities.
- Make an active contribution to the collective efforts of the community to move towards an environmentally sustainable future.
- Enhance environmental standards in the Port.
- Ensure a safe working Port.



**APPENDIX B**

**KEY PERFORMANCE INDICATORS**

**Key Performance Indicators**

- Provision of 24 hour oil spill response with site assessment in 20 minutes of first notification and commence operations within 30 minutes.
- Completion of all actions from the GEMI review.
- Sight Environmental Response Plan for lessees handling hazardous products and EPA licences.
- Complete GEMI environmental self-assessment by April 2003.
- Complete business risk assessment and attend to outcomes and timetables.
- Develop and implement corporate emergency response plan by Dec. 2002.
- Monitor a selected number of environmental measures ie. Port environmental incidents, energy & water usage, and greenhouse gas, dust & ground water emissions.
- Carry out 2 community briefings on environmental issues per year.

**SOCIAL PERFORMANCE**

**People**

**Goals**

To ensure all personnel have the skills, knowledge and motivation to achieve the Corporation's goals and objectives.

**Objectives**

- Manage the Corporation's staff resources and skills in the most efficient and effective manner, thereby enabling it to achieve its current and future business directions and opportunities.
- Provide for the safety, health and welfare of our staff in the work place.
- Facilitate and promote staff personal development in line with business goals and objectives.

**Key Performance Indicators**

- Improve upon results of last staff survey.
- LTI frequency rate of zero.
- Time lost due to industrial disputes - zero hours.
- Continuing improvement in staff availability.
- OH&S workplace inspections carried out as per timetable.
- Accrued Annual Leave less than 30 days.
- Full compliance with designated use of Personal Protection Equipment (PPE).
- Monitor amount spent and time devoted to staff training by type.
- Continual improvement in workers compensations costs and injury treatments.
- Initiate remedial action on adverse workplace inspection findings within 24Hrs.
- Hold 2 goal alignment meetings per year.



A handwritten signature in black ink, appearing to be the initials "AA" with a flourish underneath.



**APPENDIX B**

**KEY PERFORMANCE INDICATORS**

**Community**

**Goals**

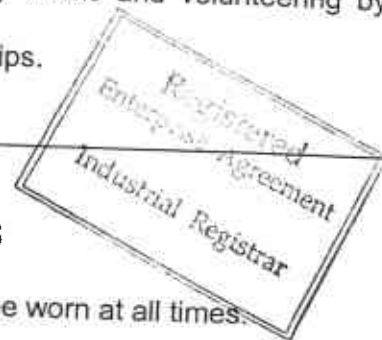
To be seen by the community as being a socially and environmentally responsible organisation.

**Objectives**

- Increase the level of stakeholder and community awareness and support for the Port Corporation.
- To be a socially and environmentally responsible organisation within the community.

**Key Performance Indicators**

- Number of briefings to stakeholder groups (Minister – quarterly, Local Parliamentarians & DOT – 6 monthly, Community & other groups – minimum 2 per annum per Manager).
- Amount of recognition for community support and investment.
- Monitor time and money spent on community works and volunteering by the Corporation and staff.
- Monitor and report on donations and sponsorships.



**1 COMMON KEY PERFORMANCE INDICATORS**

- 1.1 Personal Protective Equipment and supplied clothing to be worn at all times.
- 1.2 Employee Controllable Costs - Reduction of 6% from Budget.
- 1.3 Reduce the Corporation's use of raw material resources. Eg Conserving energy and recycling.
- 1.4 Annual Leave accruals reduced to an average of 30 days per person.
- 1.5 Continuing improvement in the average availability of staff due to unplanned absences.
- 1.6 Lost Time Injury of Zero.
- 1.7 Reporting timeframes achieved.
- 1.8 Occupational Health and Safety Workplace Inspections conducted to timetable with hazards eliminated immediately.
- 1.9 Variances beyond our control should be identified and recorded as they occur.

**2 ADMINISTRATION BRANCH KEY PERFORMANCE INDICATORS**

- 2.1 Achieve Internal Audit ratings of an average of 5.
- 2.2 Quality Assurance Audit compliance to 100% with a measure zero (0) hold points.

**APPENDIX B**

**KEY PERFORMANCE INDICATORS**

- 2.3 Achieve an unqualified External Audit report.
- 2.4 Update IT Strategy and implement according to agreed timetable.
- 2.5 IT Disaster Recovery Plan to be kept current and components tested at least quarterly.
- 2.6 Investment performance to be better than SCI by at least 5%.
- 2.7 "Days Sales Outstanding" (after allowing for first days receipts) to be twenty (20) days or less.
- 2.8 Agreed policies to be reviewed and updated where necessary.
- 2.9 All computer applications to be available within disaster recovery plan limits.
- 2.10 98% of creditors to be paid within credit or contract terms.
- 2.11 Computer System Downtime (due to PKPC activities between 7am and 7pm) to be <0.5%.

**3 COMMERCIAL BRANCH KEY PERFORMANCE INDICATORS**

- 3.1 Quality Assurance Audit compliance to 100% with a measure zero (0) hold points
- 3.2 Berths available and fit for agreed use when required 100% of time.
- 3.3 Completion of capex projects - within 10% of agreed time and budget deviation. Eg Salty Creek Culvert.
- 3.4 Maintenance costs by line of business within 10% of agreed budget. Eg CP for Multi Purpose Berth, Grain Berth and Breakwater Maintenance.
- 3.5 Action on all urgent work requests within two (2) days of receipt.
- 3.6 Monitor and analyse energy, dust, water and ground water emissions.
- 3.7 Achieve service delivery indicators for customers and port. Navigation aids - 99% availability.
- 3.8 Improvement in level of customer satisfaction with the Corporation and its activities.
- 3.9 Port development consultancies carried out as required. Eg EB4, Review of petroleum berth options, Port Dredging Strategy.
- 3.10 Return acceptable outcomes to all parties on Waterways property management.

**4 EXECUTIVE BRANCH KEY PERFORMANCE INDICATORS**

- 4.1 Increase trade and shipping, other than associated with BHP, PKCT and Grain.
- 4.2 Formally communicate with every customer at least twice per year.
- 4.3 Approach at least 12 new potential customers each year.
- 4.4 At least 20 promotional releases and functions during the year.
- 4.5 Improvement in level of customer satisfaction with the Corporation and its activities.
- 4.6 Monitor the number of hits to our Web site.
- 4.7 Carry out two community briefings on environmental issues per year.



**APPENDIX B**

**KEY PERFORMANCE INDICATORS**

- 4.8 Number of briefings to stakeholder groups (Minister - quarterly, Local Parliamentarians & DOT - 6 monthly, Community & other groups - minimum 2 per annum per Manager).
- 4.9 Monitor time and money spent on community works and volunteering by the Corporation and staff.
- 4.10 Monitor and report on donations and sponsorships via ed of project reports where relevant.

**5 MARINE BRANCH KEY PERFORMANCE INDICATORS**

- 5.1 All 2002/03 Marine Branch's Corporate Plan Objectives, Strategies, Tasks and Key Performance Indicator's achieved to timetable.
- 5.2 Quality Assurance Audit compliance to 100% with a measure zero (0) hold points.
- 5.3 All Assets and Lines of Business match or better SCI budgeted forecast.
- 5.4 Branch revenue and costs match or better SCI budgeted forecasts.
- 5.5 In Port Oil Spill Response - assessment within twenty (20) minutes of report and response within thirty (30) minutes.
- 5.6 Out of port Oil Spill Response - initiate call out according to Plan within 10mins of notification.
- 5.7 Audit of bulk liquid Dangerous Goods including fuel oil cargoes.
- 5.8 Audit of bunkering and sludge removal- at any phase of operation.
- 5.9 Assistance in any port environmental monitoring from/using the Pilot Vessels or punts.
- 5.10 Audit of approved Hot Work.
- 5.11 Audit of approved Engine Immobilisations.
- 5.12 All personnel to comply with 3rd party Occupational Health and Safety requirements (clothing, car speed/parking etc).
- 5.13 Full attendance at/for competency training as identified.
- 5.14 Customer/contractor/community assistance given in the field (ie no complaints).
- 5.15 Customer/community assistance given to all phone callers to Vessel Traffic Centre (i.e. no complaints).



A handwritten signature or initials, possibly "RA", written in dark ink in the bottom right corner of the page.