

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA00/129

TITLE: Joint Coal Board Enterprise Agreement 2000

I.R.C. NO: 00/1136

DATE APPROVED/COMMENCEMENT: 19 April 2000

TERM: 36 months

**NEW AGREEMENT OR
VARIATION:** New

GAZETTAL REFERENCE:

DATE TERMINATED:

NUMBER OF PAGES: 11

COVERAGE/DESCRIPTION OF

EMPLOYEES: Applies to all employees of the Joint Coal Board with the exception of the Chief Executive Officer

PARTIES: Joint Coal Board -&- Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales

**Registered
Enterprise Agreement
Industrial Registrar**

DATED

13th

April



THE JOINT COAL BOARD

(the Board)

**THE PUBLIC SERVICE ASSOCIATION AND PROFESSIONAL
OFFICERS ASSOCIATION AMALGAMATED UNION OF NEW
SOUTH WALES**

(the Union)

ENTERPRISE AGREEMENT

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Our Ref: RJB:



ENTERPRISE AGREEMENT

This Agreement was made on the 13th day of April 2000

PARTIES:

THE JOINT COAL BOARD a statutory corporation incorporated under the *Coal Industry Act 1946 (Federal)* and the *Coal Industry Act 1946 (NSW)* of 44 Market Street, Sydney in the State of New South Wales (the Board)

THE PUBLIC SERVICE ASSOCIATION AND PROFESSIONAL OFFICERS ASSOCIATION AMALGAMATED UNION OF NEW SOUTH WALES an Industrial Union of Employees registered pursuant to the *Industrial Relations Act 1996 (NSW)* of 160 Clarence Street, Sydney in the State of New South Wales (the Union)

IN WHICH IT IS AGREED AS FOLLOWS:

1. ENTERPRISE AGREEMENT:

The Parties agree that it is their intention that this Agreement will be registered as an Enterprise Agreement pursuant to Part 2 of the *Industrial Relations Act 1996* and each party will use their best endeavours to achieve that purpose. This Agreement will be known as the "Joint Coal Board Enterprise Agreement 2000". This Agreement replaces in full the Agreement signed by the parties and dated 13 March 2000.

2. COVERAGE

This Agreement will apply to all employees of the Joint Coal Board with the exception of the Chief Executive Officer.

3. AWARD

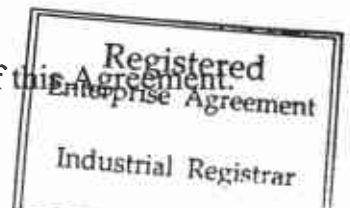
This Agreement will operate in conjunction with the Joint Coal Board Award 1999 ("the Award") providing that in the event of there being conflict between such award and this Agreement, then this Agreement will prevail.

4. TERM

The term of this Agreement will be 3 years from the date of this Agreement.

5. WAGES

5.1 The salary ranges applicable to each classification will be as follows:



	<i>Minimum of Range</i>	<i>Maximum of Range</i>
JCB1	\$23,800	\$27,000
JCB2	27,100	30,600
JCB3	30,900	33,900
JCB4	34,500	40,400
JCB5	40,900	48,500
JCB6	49,200	56,200
JCB7	54,700	67,400
SPEC1	69,400	83,600
SPEC2	83,400	103,000

5.2 The wage rates paid to each employee of the Board as at the date of this Agreement shall continue to be the wage rate applicable to each respective employee until any variation of such rate is made pursuant to the next subparagraph or by agreement. Where an employee is temporarily performing higher duties at the date of this Agreement that employee's continuing rate of pay will be adjusted in the normal manner when the higher duties cease to be performed.

5.3 There shall be an Executive Team Salary Review Committee constituted by the General Manager Coal Mines Insurance, General Manager JCB Health, Manager Finance and Administration, and the Manager Investments or such other officers who may be nominated by the Board.

(a) Prior to the end of each period of 12 months from the date of this Agreement, the Board will carry out a Performance Review and Development Process (PRD) in respect of each employee covered by this Agreement. Each employee will attend a private meeting with that employee's supervisor/manager both to review the attainment of their goals and objectives set at the previous PRD process, and to set new goals and objectives for the imminent year. Any training needs for each employee will also be identified during such process. A PRD form will be completed similar to the document which is schedule 1 to this Agreement and this form will be retained by the Board with a copy being furnished to the relevant employee.

(b) Following completion of the PRD process the managers will provide a list of recommended salary increases for specified



employees that they consider are appropriate in the light of the PRD process, to the Executive Team Salary Review Committee (ETSRC).

- (c) The ETSRC will assess the recommendations and the respective PRD forms and will make a decision in respect of each recommendation based upon:
- (i) the achievement of the individual employee's goals and objectives identified in the PRD process;
 - (ii) the contribution of the employee to the performance of the respective team of which the employee is a member; and
 - (iii) if it is appropriate the overall performance of the Board so far as identifying the pool of funds available to meet salary increases.
- (d) The ETSRC will determine any wage increases and each employee so entitled to an increase will be notified in writing.
- (e) Each employee shall have the right to request the ETSRC in writing to give information to that employee as to the basis for the decision reached by it relating to that employee and that information will include full particulars of the Board's performance when this is relevant.
- (f) Management review arrangements should be expected to resolve most disputes. In those cases where the management review arrangements have not resolved the dispute and where there are breaches of the guidelines or of due process, or grounds for challenging the performance agreement or the overall performance rating, an employee who is aggrieved concerning a decision of the ETSRC may initiate the Dispute Resolution clause in this Agreement.

6. HOURS

The ordinary hours of work applicable to employees covered by this Agreement will be a maximum of 72.5 hours per fortnight and 7.25 per day but otherwise the award provisions relating to hours of work will apply.

7. OVERTIME

Normal working hours applicable for calculation of overtime payable pursuant to award provisions will be 7.25 hours per day in lieu of 7.6 hours

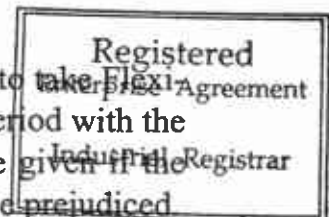
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Overtime

per day and 72.5 hours per fortnight in lieu of 76 hours per fortnight but otherwise the award provisions relating to overtime will apply.

8. FLEXIBLE WORKING HOURS

- 8.1 An employee and his or her General Manager may agree that the employee will work Flexible Working Hours as provided for in this clause but any such agreement will at all times be subject to operational considerations including the need for effective interaction with other areas of the Joint Coal Board and its customers.
- 8.2 All Flexible Working Hours agreements will be reviewed quarterly by the relevant General Manager who may terminate such arrangements at that time or may require such arrangements to be renegotiated.
- 8.3 The relevant General Manager may also terminate or vary such arrangements temporarily in the event of operational requirements necessitating such action.
- 8.4 Flexible Working Hours will not be available to staff classified JCB6 and above.
- 8.5 Employees will work Flexible Working Hours by working for a minimum of 5 continuous hours per working day (excluding lunch breaks) during the period 7.30am to 6.00pm each working day as elected by them but so as to work for a minimum aggregate of 72.5 hours in each accounting period of a fortnight.
- 8.6 An employee entitled to work Flexible Working Hours must have a lunch break of at least 30 minutes between 12.30pm and 2.30pm. If the employee's supervisor is satisfied that there is work for an employee to do and that necessary supervision is available the employee may be permitted to take a lunch break of less than one hour.
- 8.7 If an employee has accumulated a deficit of more than 10 hours in flexible working hours in an accounting period of a fortnight the amount of deficit over 10 hours shall be treated as leave without pay. Any deficit not so debited will accrue to the next accounting period.
- 8.8 An employee working Flexible Working Hours will be entitled to take leave on any particular working day in a fortnight accounting period with the approval of his or her supervisor which approval shall only be given if the supervisor is satisfied that the operations of the Board will not be prejudiced.
- 8.9 Flexi-leave will allow an employee to work less than 5 hours or not to work at all on a particular working day providing that the aggregate hours worked in the relevant accounting period of a fortnight will be at least 72.5 hours.



- 8.10 Approval for Flexi-leave must be in advance in respect of each accounting period of a fortnight.
- 8.11 The maximum working time that may be accumulated in respect of a day where an employee is on duty away from his or her normal place of work is 7.25 hours.

9. GRIEVANCE AND DISPUTE PROCEDURES

The objective of the Grievance and Dispute-Procedure is to acknowledge the importance of the employee and supervisor relationship in resolving disputes. The procedure for the resolution of grievances and industrial disputation between the Board and its employees is as follows:

9.1 Procedure relating to an employee grievance or dispute

- (a) The employee must inform his or her supervisor that a grievance or dispute exists even if such grievance or dispute is to be reported in detail to another officer.
- (b) The employee must notify his or her supervisor as to details of the grievance or dispute unless the employee believes his or her supervisor is not an appropriate person (for example if the supervisor is a male and the employee has good reason to speak to a female). If the employee believes his or her supervisor is not an appropriate person the employee may ask the Human Resources Officer to consider referring the matter to a more appropriate officer.
- (c) If the grievance or dispute cannot be resolved at the supervisor level the employee shall have the right to refer it to the next level of management to try to resolve it and will have the right to be represented by the Union to which he or she belongs or a person the employee chooses.
- (d) If the grievance or dispute is unable to be resolved at the next level of management, the employee or the Union may refer it to the New South Wales Industrial Relations Commission for attempted conciliation.
- (e) Work will continue while the grievance or dispute is being dealt with under these procedures unless a bona fide health or safety issue requiring the workplace to be evacuated is involved.
- (f) The Board's Human Resources Officer is the Board's Grievance Officer and employees may refer to that officer in relation to a grievance or dispute.

9.2 Procedure relating to an employer grievance or dispute

- (a) The Board must notify the relevant employee or employees of its grievance or dispute.
- (b) An employee shall have the option to be represented by the Union to which she or he belongs.
- (c) If the grievance or dispute cannot be resolved the Board may refer it to the New South Wales Industrial Relations Commission for attempted conciliation.

10. SICK LEAVE

10.1 The General Manager may approve sick leave with pay to the extent of the sick leave credit of the employee.

10.2 Sick leave will be credited to a full-time employee as follows:

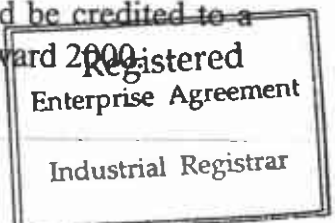
- on commencement of employment, 6 days at full pay and 6 days at half pay
- after 6 months of service, 6 days at full pay and 6 days at half pay
- after 12 months of service and on each subsequent anniversary, 12 days at full pay and 12 days at half pay.

When an employee begins part-time work after a period of full-time work, sick leave credits accrued for the full-time work will be converted to hours and added to the part-time credit.

10.3 Sick leave will be credited to a part-time employee as follows, where "w" is the standard weekly hours for the employee:

- on commencement of employment, w x 1.2 hours at full pay and w x 1.2 hours at half pay
- after 6 months of service, w x 1.2 hours at full pay and w x 1.2 hours at half pay
- after 12 months of service and on each subsequent anniversary, w x 2.4 hours at full pay and w x 2.4 hours at half pay
- the sick leave which will be so credited to a part-time employee will be not less than the minimum of the sick leave that would be credited to a part-time employee pursuant to the Joint Coal Board Award 2000.

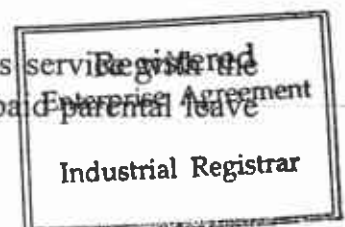
10.4 Sick leave credit that is not used accumulates.



- 10.5 The application for sick leave must be supported by a certificate from a qualified medical practitioner or dentist or by a certificate acceptable to the General Manager from some other health professional. The General Manager may waive the requirement to provide a certificate in the following circumstances:
- when the absence is less than three consecutive working days for a full-time employee or three consecutive standard days for a part-time employee; or
 - when absences on sick leave without submission of a certificate total less than 6 days in the calendar year; or
 - when the General Manager is satisfied that the absence of the employee is due to a chronic disability or recurring health problem.
- 10.6 The General Manager may in special circumstances approve conversion of an appropriate amount of half pay sick leave credit to the pro rata amount of full pay sick leave credit where full pay sick leave credit is exhausted.
- 10.7 The General Manager may approve sick leave without pay where sick leave credits are exhausted.
- 10.8 No sick leave will be approved for an absence due to an injury received while engaged in professional sport.
- 10.9 Sick leave will be approved during a time an employee is on recreation leave or long service where the period of leave claimed is not less than one day and the application for leave is supported by a certificate from a qualified medical practitioner or dentist or by a certificate acceptable to the General Manager from some other health professional. A credit will be made to the recreation or long service leave credit of the employee equal to the amount of sick leave granted.
- 10.10 There will be no deduction from sick leave credit for a public holiday occurring during a period of paid sick leave.
- 10.11 The Board will credit an employee with the unused sick leave accrued to the employee in previous public employment if the previous public employment is service recognized by the Board for the purpose of determining long service leave entitlement, provided the previous service ended not longer than 2 months before the employee began employment at the Board.

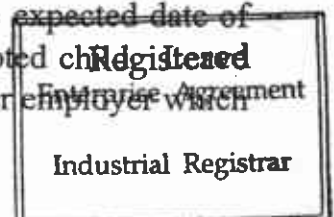
11. PARENTAL LEAVE

- 11.1 If an employee has had at least 12 months of continuous service with the Board, the employee is entitled to a total of 52 weeks unpaid parental leave



in connection with the birth or adoption of a child. The General Manager may, however, approve parental leave of 9 weeks with pay for an employee before or after the birth of a child and 3 weeks with pay after the adoption of a child.

- 11.2 An employee must apply in writing for parental leave. If such parental leave relates to the birth of a child, the application must be made at least 8 weeks before the leave is to begin and must be accompanied by a certificate from a registered medical practitioner stating the expected date of the birth.
- 11.3 If the child adopted is more than 12 months old the General Manager must be satisfied of the need for the employee to take the amount of leave proposed.
- 11.4 Leave may be taken by an employee up to 9 weeks before the expected date of birth of her child. The General Manager may require a certificate of fitness for work from a registered medical practitioner if fitness is in doubt.
- 11.5 While the maximum amount of parental leave that will be approved is 12 months, the period during which the leave can be taken may be extended on a pro rata basis to a maximum of 24 months where an employee resumes work part-time.
- 11.6 An employee may not return to work until 6 weeks after the date of birth of her child unless the employee provides a certificate of fitness to return to work from a registered medical practitioner.
- 11.7 An employee is entitled to return to the position occupied before taking leave. If the employee worked part-time because of the pregnancy before proceeding on leave, or if the employee was transferred to a safe job before proceeding on leave, the employee is entitled to return to the position held immediately before the part-time work position or transfer. If the position has been abolished, the employee will be placed if practicable in a similar position that the employee is qualified for and is capable of performing, in the same location. The salary of the employee will not be reduced if the position held before taking leave has been abolished.
- 11.8 The General Manager may approve the employee returning to work part-time for a period of up to 24 months if this is convenient to the Board. The employee may apply to resume or otherwise at least 4 weeks before returning to work.
- 11.9 An employee is entitled to a payment for parental leave if the employee has completed at least 40 weeks continuous service before the expected date of birth of the child or the date of taking custody of an adopted child without pay does not count as service. Service with another employer which



would be recognized by the Board as service for the accrual of long service credit will count towards the 40 weeks service provided that:

- the employment with the Board began on the first working day after ceasing with the previous employer, unless the employment with the Board was secured before leaving the previous employer, when a break of service up to 2 months can be taken; and
- the employee was not dismissed from the previous employment.

11.10 Payment for parental leave will be 9 weeks pay where the employee gives birth to a child and 3 weeks pay where the employee adopts a child, payable at the election of the employee as follows:

- in advance as a lump sum; or
- on the normal fortnightly basis; or
- on the normal fortnightly basis at half the employee's rate of salary; or
- subject to the convenience of the Board, any combination of the above.

11.11 An employee may take recreation and/or long service leave during the period of unpaid parental leave.

11.12 An employee is not entitled to parental leave at the same time as his or her spouse is on parental leave in accordance with the above provisions.

11.13 An employee may take any annual leave or long service leave (or any part of it) to which the employee is entitled instead of or in conjunction with parental leave. However, the total period of leave cannot be extended beyond the maximum period of 52 weeks.

12. REDUNDANCY

12.1 Where the Board has made a definite decision that it no longer wishes the job the employee has been doing done by anyone and that this is not due to the ordinary and customary turnover of labour and that decision may lead to termination of employment, the Board shall hold discussions with the employees directly affected and with the union or unions.

12.2 The discussions shall take place as soon as practicable after the Board has made a definite decision which will invoke the provision of clause 12.1 herein and shall cover, inter alia, any reasons for the proposed terminations, measures to avoid or minimise the terminations, and measures to mitigate any adverse effects of any terminations on the employees concerned.

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- 12.3 For the purposes of the discussion, the Board shall, as soon as practicable, provide to the employees concerned and their union or unions, all relevant information about the proposed terminations including the reasons for the proposed terminations, the number and categories of the employees likely to be affected, and the number of workers normally employed and the period over which the terminations are likely to be carried out. Provided that the Board shall not be required to disclose confidential information the disclosure of which would be inimical to its interests.
- 12.4 An employee who is redeployed to another position will receive a salary within the salary range for the position to which the employee has been redeployed. When the salary on redeployment is less than the salary received before, the employee is entitled to seek further redeployment until a salary equivalent to that received before the first redeployment is attained.
- 12.5 The General Manager will notify in writing an employee whose position has been made redundant and who cannot be redeployed or does not wish to be redeployed at the Board that the Board intends to retrench the employee. The notification will contain the date employment is to end and the amount of the termination payment.
- 12.6 The termination payment on redundancy will include a retrenchment payment. The amount of the retrenchment payment will be salary for 4 weeks in lieu of notice plus 2 weeks of salary for each year of service subject to:
- the salary being the salary of the employee at the date of notification of the intended retrenchment; and
 - service being service recognized by the Board for the purpose of determining long service leave entitlement; and
 - service of less than 2 years being regarded as service of 2 years; and
 - service of more than 24 years not being regarded as service; and
 - a pro rata payment being made for an incomplete year of service.

An employee will not be entitled a redundancy payment if any transfer or assignment of part or the whole of the operations of the Board takes place and the employee is offered continuity of employment by the transferee or assignee of such operations on no less advantageous terms and conditions of employment.

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13. ASSISTANCE WITH STUDIES

13.1 The Board may provide assistance to an employee undertaking a course of study at a university or TAFE college if the General Manager is satisfied that the course is relevant to the needs of the Board.

13.2 The Board may provide one or more of the following forms of assistance:

- an amount of leave with pay equal to one half the amount of time the lectures, tutorials and practical classes in the course up to a maximum of 4 hours a week or up to 5 days leave a year for private study.
- leave without pay or on a make-up basis to attend lectures, tutorials, and practical classes.
- leave with pay of up to 2.5 days per subject per semester or 5 days per subject per year for external students to attend compulsory residential schools.
- leave with pay to attend examinations.
- refund of fees on successful completion within a year of a normal part-time year of the course.

SIGNED AS AN AGREEMENT:

FOR AND ON BEHALF OF
THE JOINT COAL BOARD

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Signature

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Signature

FOR AND ON BEHALF OF
THE PUBLIC SERVICE
ASSOCIATION AND PROFESSIONAL
OFFICERS ASSOCIATION
AMALGAMATED UNION OF NEW
SOUTH WALES

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