

REGISTER OF ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA05/356

TITLE: **Port Kembla Coal Terminal Limited Enterprise Agreement
2005-2008**

I.R.C. NO: IRC5/4291

DATE APPROVED/COMMENCEMENT: 5 September 2005 / 1 July 2005

TERM: 34

**NEW AGREEMENT OR
VARIATION:** Replaces EA00/173.

GAZETTAL REFERENCE: 6 January 2006

DATE TERMINATED:

NUMBER OF PAGES: 48

COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to all employees employed by Port Kembla Coal Terminal Limited, located at Port Kembla Road, Inner Harbour Wollongong NSW 2500, who fall within the coverage of the Port Waratah Coal Services Consent Enterprise (State) Award 2003.

PARTIES: Port Kembla Coal Terminal Limited -&- the Construction, Forestry, Mining and Energy Union (New South Wales Branch)

2005 - 2008

PORT KEMBLA COAL TERMINAL LIMITED

ENTERPRISE AGREEMENT

1. **TITLE**

The title of this Agreement, which is made under Part 2 of Chapter 2 of the Industrial Relations Act 1996 (NSW), is the Port Kembla Coal Terminal Limited Enterprise Agreement 2005 (the Agreement).

2. **ARRANGEMENT**

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3. DEFINITIONS

“Additional Hours” means hours worked in excess of Ordinary Hours and Compulsory Overtime.

“Agreement” means the Port Kembla Coal Terminal Enterprise Agreement 2005.

“Collective Management” means a system of joint decision making based on the free flow of information between the parties and the sharing of accountability for business outcomes.

“Compulsory Overtime” means time worked in excess of Ordinary Hours by Flexible Shiftworkers in conjunction with the ordinary time roster pattern to thirty nine hours per week in a complete cycle of the roster.

“Flexible Shiftwork” means work carried out according to a flexible shift process with shifts of Employees who work the necessary Roster arrangements to cover operational requirements.

“Day” unless the context clearly otherwise requires means the twenty-four hour period beginning at 7.00 a.m on the nominated date.

“Employee” means CFMEU members employed at the Port Kembla Coal Terminal engaged in any of the classifications to which Clause 16 - Rates of Pay applies.

“Ordinary Hours” means the hours referred to in Clause 13 - Ordinary Hours of Work.

“Paid Overtime” means time worked which is in excess of Ordinary Hours and Compulsory Overtime, where there is an entitlement to payment for specific workforce categories in particular situations.

“Parties” means PKCT, the Union and Employees at Port Kembla Coal Terminal.

“PKCT” means Port Kembla Coal Terminal Ltd.

“Stand Down” means removing an Employee from his or her normal position and sending the Employee home without pay.

“Stand Aside” means removing an Employee from his or her normal position to another appropriate position or sending the Employee home on pay as per the employee’s normal roster.

“Union” means the Construction Forestry Mining and Energy Union (New South Wales Branch).

“Unless otherwise agreed or determined” means unless an agreement has been signed by representatives of the Union and PKCT or a determination has been made under Clause 26 - Dispute Settlement Procedures.

“Variable Employee Rostering Arrangements (VERA)” means the time off in lieu system for managing additional hours and alternative roster arrangements, described in Clause 17 (iii) [additional hours] and Appendix 5.

“Week” unless the context clearly otherwise requires means the seven calendar day period commencing and finishing at 7.00 am Monday (3 or 4 shifts x 12 hours or 5 shifts x 7.06 hours).

Employee Categories

“Flexible Dayworker” means an Employee who works the notional daywork roster but can adjust his or her starting/finishing times and the duration of the shift to meet individual, team and operational requirements. This Employee is paid a day annualised wage.

“Flexible Shiftworker” means an Employee who performs Shiftwork, but can move to an alternative shift on the same or another agreed specified day to satisfy individual, team and operational requirements. This employee is paid a shift annualised wage.

Pay Rates

“Apprentice Rate” means the rate of pay applicable to an apprentice (see Clause 16 - Rates of Pay and Appendix 1).

“Day Annualised Rate” means the annualised rate of pay applicable to a Flexible Dayworker (see Clause 16 - Rates of Pay and Appendix 1).

“Shift Annualised Rate” means the annualised rate of pay applicable to a Flexible Shiftworker (see Clause 16 - Rates of Pay and Appendix 1).

“Special Purpose Rate” is a rate applicable to Flexible Dayworkers and Flexible Shiftworkers used for payments as specified. The appropriate Special Purpose Rates applicable to Flexible Dayworkers and Flexible Shiftworkers are outlined in Appendix 1 Rates of Pay.

“Superannuation Rate” is that rate used for the calculation of Employee and PKCT Superannuation Contributions, which is 150% of the applicable Special Purpose Rate.

Leave

“Personal Leave” means leave granted by PKCT for absences of up to eight working days each financial year for personal illness, personal and family matters (see Clause 20- Personal Leave).

“Discretionary Leave” means leave granted by PKCT for absences between one week and three months in each financial year and bereavement leave (see Clause 21 - Discretionary Leave).

4. **PARTIES**

- (i) This Agreement is made between PKCT and the Union with the approval of the Employees;
- (ii) This Agreement is binding on PKCT, the Union and the Employees in respect of the operations at Port Kembla Coal Terminal, Wollongong.

5. **TERM**

- (i) This Agreement will commence operating (to the exclusion of any other award or agreement which purports to apply to the Employees) from the date of certification and shall have a nominal expiry date of 31 May 2008.
- (ii) The parties agree to continue to apply the terms and conditions of this agreement after its nominal expiry date until a replacement agreement is certified or this agreement is otherwise terminated.

6. **PURPOSE**

- (i) This Agreement embodies the process of Collective Management and joint decision making, outlines the values, principles and conditions which have been jointly developed by the Parties to provide the framework for a team work system at Port Kembla Coal Terminal.
- (ii) This Agreement specifies principles for Employees to work together in teams, having a say in the decisions that affect them and progressively assuming greater levels of accountability and responsibility in their place of work. The team approach seeks to create a work environment in which everyone will contribute to making Port Kembla Coal Terminal a world-class operation. Consequently, this Agreement will also provide Employees with access to stability in employment, to rewarding and satisfying jobs and will result in efficient and continuously improving operations.
- (iii) This Agreement has been developed with recognition of the cyclic nature of the international export coal industry, in particular its impact on the Southern and Western Districts Coal Industry.
- (iv) It has been the intention of the Parties to develop an Agreement applicable to all employees at Port Kembla Coal Terminal which supports the achievement of business plan objectives, reinforces ongoing cultural change and shares the rewards of improvements with employees. This Agreement sets out the matters which are agreed between the Parties to achieve these objectives.

7. **SAFETY PERFORMANCE**

- (i) The Parties are committed to achieving an injury free and healthy workplace by fostering an environment where everyone is committed to working safely and to the safety of their work mates.

- (ii) Through the life of this Agreement actions will be taken by management, Employees and the Union to ensure a reduction in the number and severity of injuries at Port Kembla Coal Terminal.

In support of this all Parties will jointly:

- Foster a culture where working safely is a natural part of the way we operate.
- Consider all injuries preventable and unacceptable.
- Provide leadership and support to teams in taking on increased responsibility for their own and others safety.
- Involve all employees and contractors in the improvement of safety performance.
- As a minimum comply with applicable laws regulations and standards and where these do not exist, adopt and apply standards that reflect PKCT's commitment to health and safety.
- Manage risk by implementing management systems to identify, assess, monitor and control hazards by reviewing performance.

8. COLLECTIVE MANAGEMENT

(i) Collective Management

Collective Management describes the process of joint management between the Parties as practiced at Port Kembla Coal Terminal. This process is based upon the principles of:

- Open book management and sharing of information
- Joint decision making and accountability for outcomes
- Open, honest and co-operative relationships between management, employees and their union representatives

This process moves far beyond consultation, to co-determination of decisions which affect the business and its stakeholders.

The formal mechanism by which this process operates is via the Strategic Management Team (SMT). This group comprises the Port Kembla Coal Terminal Management Team and Site Union Executive, who as the SMT, jointly develop business strategies and review business performance on a regular basis. The SMT will take a leadership role, benchmarking against the best of PKCT's competitors and develop strategies and action plans to move PKCT toward these benchmark performance levels.

A commitment exists from all Parties to apply the principles of Collective Management to all decisions or processes where practicable and appropriate

(ii) Teamwork

Self determining work teams operating on an interdependent basis are involved in the decisions which affect them. Each team accepts responsibility and accountability associated with the outcomes of decisions in which the team is involved. Key areas of responsibility and accountability include; safety, operational performance, continuous improvements, legal compliance, resources management, change management, timekeeping, discipline, budgets and costs.

(iii) Identity

Port Kembla Coal Terminal is an organisation built of people who work collectively and are committed to developing the best bulk handling facility in Australia.

(iv) Intention

To provide a safe, reliable and cost effective bulk material handling service.

(v) Values

The Parties will operate under this Agreement in accordance with the following principles and values:

- (a) **Safety** – We will demonstrate in all things that we care for the health, safety and well being of our Employees,
- (b) **Customers** – We will succeed through satisfied customers,
- © **Continuous Improvement**– - We are committed to doing our best and improving continuously,
- (d) **Our People** - We will value, recognise and develop our people,
- (e) **Teamwork** - We encourage and rely upon participation in team based activities,
- (f) **Honesty** - We will be open, honest and ethical,
- (g) **Respect** - We will respect and care for the individual, PKCT, the community and the environment,
- (h) **Fairness** - We will behave fairly and treat people equitably and consistently.

9. EMPLOYMENT SECURITY

- (i) It is the intention of the Parties that during the life of this Agreement there will be no forced redundancies at PKCT, subject to business KPI's being achieved. The Parties acknowledge that employment security can only be secured by taking pro-active measures which maintain and improve the viability of the business. It is intended that such pro-active measures would negate the need for forced redundancies.

Should the need arise for redundancy, the PKCT standard severance package of four weeks pay in lieu of notice and three weeks pay per each year of service paid at the Special Purpose Rate shall apply, unless otherwise agreed or determined.

- (ii) The SMT will monitor business performance and take action where necessary to maintain business viability. When action is required, the principles of Collective Management will be applied to manage the process.
- (iii) Should cost reductions be required, a commitment exists to maximise the benefit to the organisation and minimise the effect upon its employees by reviewing non labour costs in the first instance and labour costs only when all other avenues have been exhausted.
- (iv) In addition, if throughput exceeded our ability to provide the required customer service levels, then the above review process (ii) will be used.
- (v) Subject to the above provisions, employment levels will remain stable for the term of this agreement unless otherwise agreed or determined.

10. COST REDUCTION / CONTINUOUS IMPROVEMENT

- (i) The Parties agree that fundamental to the future success of Port Kembla Coal Terminal is an ongoing focus on, and supporting actions to improve, the cost competitiveness of the operations.
- (ii) The Parties are committed to jointly pursuing a range of initiatives throughout the life of this Agreement to:
- control costs and efficiency of operations,
 - implement innovation and improvement across the organisation,
 - improve the reliability of systems, plant and equipment,
 - develop people in order to support self management, Collective Management and continual improvement.

11 **CONTRACT OF EMPLOYMENT**

(i) During the first week of employment, an Employee’s services may be terminated by the giving of one hour’s notice by PKCT or the Employee

(ii) (a) Other than where an employee is in their first week of employment or in the case of summary dismissal, employment may be terminated by the giving of notice as set out in the table below or by payment in lieu of notice or forfeiture of wages, as the case may be.

Employee's period of continuous service with the PKCT	Period of notice
Not more than 1 year	At least 1 week
More than 1 year but less than 3 years	At least 2 weeks
More than 3 years but less than 5 years	At least 3 weeks
More than 5 years	At least 4 weeks

Where an employee is 45 years old and has completed at least 2 years of continuous service with PKCT, the notice period outlined above is to be increased by 1 week.

This shall not affect the right of PKCT to dismiss any Employee without notice for malingering, inefficiency, neglect of duty or wilful misconduct and, in such cases, wages shall be paid up to the time of dismissal only.

(c) Where an Employee has given or has been given notice, the Employee shall continue in employment until the date of the expiration of such notice, except by agreement between the parties. Any Employee who, having given or been given notice, without reasonable cause (proof of which shall be on the Employee) is absent from work during such a period, shall be deemed to have abandoned employment.

(iii) Subject to the other provisions of this Agreement, an Employee not attending for duty shall lose pay for the time of non-attendance.

(iv) Employees are required to carry out such duties as are within the limits of their skill, competence and training.

12. **STAND DOWN**

(i) Subject to the provisions of this clause, PKCT shall have the right to Stand Down an Employee for refusal of duty, malingering, inefficiency, neglect of

duty or wilful misconduct on the part of the Employee and to deduct payment for any day, or portion of a day during which the Employee is so Stood Down. (PKCT's Management of Discipline Policy in Appendix 9 sets out further details relating to Stand Downs).

- (ii) The only PKCT officers authorised to Stand Down or Stand Aside an Employee shall be the General Manager or relevant Manager in conjunction with the relevant work Team representatives.
- (iii) Where an Employee has been Stood Aside, an adequate investigation of the alleged offence shall be carried out as soon as practicable by the General Manager or his/her nominee, and any resultant determination will be explained to the employee and his/her representatives. The investigation Team shall comprise relevant management, Team and/or Site Union representatives.
- (iv) The Employee shall be given every opportunity to state his/her position and may be represented by a Union lodge officer, senior delegate or advocate of their choice as appropriate.
- (v) The president of the lodge of the Union or senior delegate of the Union or his/her nominee shall be entitled to attend any investigation of the circumstances of the alleged offence.
- (vi) During the period of being Stood Aside when the investigation is taking place, the Employee shall continue to be paid as per his/her normal roster.
- (vii) Where the determination of the investigation results in dismissal of an Employee who has been Stood Aside, payment made in (vi) above may be deducted from any final settlement.
- (viii) Where the determination of the investigation does not result in dismissal and does not result in the exoneration of the Employee who has been Stood Aside, PKCT may deduct payment made in (vi) above from future wages of that Employee.
- (ix) The determination of the investigation of an Employee who is Stood Aside may result in the Employee being Stood Down without pay for a specified period of time as a result of his/her misconduct.
- (x) Where the determination of the investigation results in the exoneration of the Employee, that Employee shall resume duty according to the roster and without any loss of entitlements.
- (xi) In all cases, PKCT will where ever possible conduct the appropriate investigation and make a determination prior to the commencement of the Employee's next normal working shift.
- (xii) Where the outcome of the investigation results in a determination to award a penalty against the Employee, (as outlined in (vii), (viii) or (ix) above), the affected parties will be afforded the opportunity to make representations in

the form of an appeal to the SMT. Should the Parties be dissatisfied with the outcome of the appeal he/she may take action outlined in (xiii) below.

- (xiii) Any dispute over the provisions of this clause or its application will be progressed in accordance with Clause 26 - Dispute Settlement Procedure. For the purposes of this Stand Down Clause the status quo referred to in the Dispute Settlement Procedure shall be the determination made by PKCT as a result of the investigation under this Clause 12 (i.e. dismissal, Stand Down or return to work).

13. ORDINARY HOURS OF WORK

- (i) The Ordinary Hours of work of Employees shall be worked over the four week roster cycle and are listed below. Such hours shall be worked according to rosters.

Ordinary Hours:

- (a) Apprentice - 38 hours per week
- (b) Flexible Dayworker - 35.3 hours per week
- (c) Flexible Shiftworker - 35 hours per week and 4 hours compulsory overtime [see Clause 17(ii)]
- (ii) Unless otherwise agreed or determined, the times of working Ordinary Hours shall be:
- (a) Apprentices - 7 a.m. to 3 p.m. Monday to Friday
- (b) Flexible Dayworkers - Ordinary Hours worked in accordance with the notional roster of the Employee, as adjusted between the starting time of 6.00 am and finishing time of 10.00 pm Monday to Friday.
- (c) Flexible Shiftworkers - Twelve Hour Shifts
- day shift - 7 a.m. to 7 p.m.
- night shift - 7 p.m. to 7 a.m.
- (iii) Apprentices
- (a) In respect of each eight hour ordinary shift or day which is actually worked by an Employee or for which the Employee is entitled to paid leave under this Agreement, 0.4 hours' pay shall accrue towards an entitlement to payment for one shift or alternatively a day off in each four week cycle at the discretion of PKCT.
- (b) An Employee, who has not worked and who is not entitled to payment under this Agreement for the complete nineteen day roster cycle, shall receive pro rata accrued entitlements for each ordinary shift or day worked or paid under this Agreement during the cycle.

(iv) Flexible Daywork

- (a) Notional days for Flexible Dayworkers are 7.06 hours (for payment purposes) resulting in a notional 35.3 hour week.
- (b) On any day on which he or she works, a Flexible Dayworker may work between a minimum of four hours to a maximum of sixteen hours by arrangement with his or her team and provided that the operational needs of the Port Kembla Coal Terminal are met. Exceptions to the length of any work day may be made for specific approved projects or tasks by agreement.
- (c) A Flexible Dayworker must work between a minimum of three and a maximum of five notional days per week.
- (d) Management of Additional Hours will be in accordance with VERA as outlined in Clause 17. Accordingly, there is no payment for additional hours worked, nor any entitlement to meal payments or penalty rates.
- (e) The Ordinary Hours worked by a Flexible Dayworker will be reconciled over every four week cycle.
- (f) For the purpose of the reconciliation of 141.2 hours, full shifts for which the Flexible Dayworker is entitled to paid leave (eg personal leave and public holiday) will count as eight hours (with the exception of long service leave and annual leave which will count as 7.06 hours only).

(v) Flexible Shiftwork

- (a) Flexible Shiftworkers work a twelve hour shift, resulting in a notional 39 hour week, and a total of 468 ordinary hours over a twelve week cycle.
- (b) Weekly hours and roster arrangements can be varied in accordance with VERA as outlined in Clause 17 (iii).
- (c) Management of additional hours and alteration of rosters will be in accordance with VERA as outlined in Clause 17 (iii) and Appendix 5. Accordingly there is no payment for additional hours worked nor any entitlement to meal payments or penalty rates.

14. PUBLIC HOLIDAYS

- (i) The following public holidays will be observed: New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Labour Day, Christmas Day, Boxing Day, and all other gazetted holidays proclaimed to operate throughout the State.

An additional public holiday shall be observed on a Monday in February as agreed by the Employees and PKCT.

- (ii) Where an Employee (other than a Flexible Shiftworker) is absent on or for part of the working day before or working day after a public holiday without reasonable excuse or without the consent of PKCT, the Employee shall not be entitled to payment for such holiday, or the day absent.

Where public holidays fall on successive days an Employee (other than a Flexible Shiftworker) who works on either the working day preceding or the working day succeeding such holidays but not on both, shall be entitled to payment for the holiday closest to the said day on which the employee worked provided that such Employee has not ceased work without permission on either of the said days.

- (iii) An Employee on an annualised wage shall not be entitled to any additional payment, where an ordinary rostered day off coincides with a public holiday, as payment for public holidays is included in the calculation of the Employee's annualised salary.
- (iv) An Employee who works on a public holiday will be entitled to a credit of one shift or day's pay (at the Special Purpose Rate of annualised wage) for each full shift or day worked. That credit may be used by the Employee to have time off work on another day agreed by the Team. That time will be as soon as convenient to the operational requirements and preferably within a month after the public holiday which was worked.
- (v) The cumulative effect of leave under this Clause 14 and payment made for a public holiday under any other provision of this Agreement shall not exceed the equivalent of three and one half time's benefit for a given public holiday.
- (vi) Entitlements associated with working on public holidays is in accordance with the relevant provision in Appendix 2.

15. PAYMENT OF WAGES

- (i) Pay periods shall commence and conclude at 7 a.m. each Monday.
- (ii) Wages shall be paid weekly by direct transfer into each Employee's bank (or other recognised financial institution) account by Thursday.
- (iii) If an Employee's wages are not available by noon Thursday due to a Port Kembla Coal Terminal computer failure, PKCT will arrange a cheque as a matter of urgency.
- (iv) The weekly wage for all Employees will be paid in average ordinary hours per week for the four week roster cycle with individual adjustments for leave etc.

- (v) Salary sacrifice, other than for superannuation, may be assessed and if considered appropriate, will be offered to PKCT employees. It is recognised that offering of salary sacrifice will only occur if permitted by tax legislation.

16 RATES OF PAY

- (i) Rates of pay which form part of this agreement are outlined in Appendix 1 (Rates of Pay Schedule)

Pay increases over the life of this agreement will be as agreed by the parties annually as part of the budgeting process. Pay increases will only be granted after taking into consideration business conditions, affordability, and employee needs (eg. CPI and home loan interest rate increases etc), whilst ensuring that Business Plan objectives can still be met.

It is intended that whilst the review will take place annually, any agreed pay increases are to take effect six monthly (ie. January 1 and July 1 each year).

- (ii) Apprentices

Subject to other provisions of this Agreement, the rate of pay for Apprentices is as outlined in Table 3 of Appendix 1. The rate of pay for Apprentices is inclusive of tool allowances, site disability allowances and consolidated allowances.

- (iii) Flexible Dayworkers and Flexible Shiftworkers

Subject to other provisions of this award (and in particular Appendix 2), the annualised wage rate of pay for Flexible Dayworkers and Flexible Shiftworkers including tool, trade licence(s), registration allowances, leading hand allowance, consolidated allowance, site disability allowance, annual leave loading, Compulsory Overtime, Additional Hours and public holiday penalties (except public holiday penalties for operations on Christmas Day) shall be the relevant annualised wage set out in Appendix 1.

17 ADDITIONAL HOURS

- (i) Additional Hours

Additional hours are hours worked in excess of ordinary hours and compulsory overtime. No payment will be made for additional hours worked, provision is made through VERA for time off in lieu. Employees undertake to work reasonable additional hours in accordance with operational needs unless a reasonable excuse exists.

(ii) Compulsory Overtime

- (a) In the case of Flexible Shiftworkers, time worked in excess of Ordinary hours to average 39 hours per week in a complete roster cycle is referred to as Compulsory Overtime.
- (b) Compulsory Overtime is required to be worked without further payment, since payment for Compulsory Overtime is built into the wage of Flexible Shiftworkers.

(iii) Variable Employee Rostering Arrangements (VERA)

- (a) VERA is a time off in lieu system which manages additional hours and peaks and troughs in workload by altering hours of work and roster arrangements within agreed guidelines. The agreed Policy for managing the VERA process is outlined in Appendix 5 of this Agreement.

(iv) Paid Overtime

- (a) Paid overtime shall only apply to:

- Apprentices who work Additional Hours
- Flexible Shiftworkers classified as operators who are required to work Christmas Day

These employees will be paid the following rates using the appropriate hourly rate for the relevant Employee grade (set out in Clause 16 - Rates of Pay and Appendix 1):

- Monday to Saturday Overtime Rate – Two times the Special Purpose Rate. For apprentices, two times Hourly Rate.
- Sunday and Public Holiday Overtime Rate - two-and-one-half times Special Purpose Rate. For apprentices, two and one half times Hourly Rate.

(b) Apprentices

- An Apprentice who attends for work in order to perform pre-arranged Paid Overtime on a weekend or public holiday shall be paid for at least four hours' work.
- An Apprentice who is recalled from home after leaving work ("call-out") to work Paid Overtime on a week-day shall be paid for at least four hours' work. If called out to work Paid Overtime on a weekend or public holiday, the Employee will be paid for at least six hours' work.
- Overtime worked in the circumstances specified in this subclause shall not be regarded as overtime for the purposes of subclause

(vi) of this clause where the actual time worked is less than the number of hours specified in this subclause.

(v) Meal Allowance

- (a) Meal allowances of \$20.00 shall apply only to Apprentices who work additional hours where they:
 - Continue at work for more than one hour after their ordinary hours have been completed. If required to work overtime for more than five hours a meal allowance will be paid. (A maximum of three meal allowances will be paid during a single period of overtime)
 - Work more than four hours' overtime on what is not an ordinary working day or rostered shift. If required to work for a further period of more than five hours on overtime a meal allowance will be paid. (A maximum of three meal allowances will be paid during a single period of overtime)
- (b) In the case of back to front double shifts, there shall be an entitlement to two meal allowances.
- (c) There will be no cash payments and all payments will be made as per Clause 15.
- (d) For Employees working Flexible Daywork or Flexible Shiftwork there will be no meal allowance paid. These Employees will receive a yearly Overtime Meal Allowance Reimbursement payment in the pay period prior to Christmas of \$101.00. This payment will satisfy all requirements for meal allowances for the calendar year. It is recognised by all parties that the value of the benefit has been struck taking into account Fringe Benefits Tax requirements.

(vi) Break Between Shifts

Unless otherwise agreed or determined, the following eight hour break provisions shall apply.

- (a) When additional hours or paid overtime is necessary it shall wherever reasonably practicable, be so arranged that the Employees have at least eight consecutive hours off duty between the work of successive days.
- (b) An Employee who works so many additional hours or paid overtime between the termination of ordinary work on one day and the commencement of ordinary work on the next day that such an employee has not had at least eight consecutive hours off duty between these times shall, subject to this subclause, be released after completion of such additional hours or paid overtime until the Employee has had eight consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

- (c) If, on the instructions of PKCT, an Employee resumes or continues work without having had the requisite period of consecutive hours off duty, that Employee will be paid at double the Employee's Special Purpose Rate until released from duty for the requisite period of consecutive hours off duty (which period off duty will not result in a loss of pay for ordinary working time during that absence).

(vii) Miscellaneous

- (a) When an Employee, after having worked additional hours without notice on the previous day or earlier, or as a shift for which the Employee has not been regularly rostered, finishes work at a time when reasonable means of transport are not available, PKCT shall provide such Employee with transport home.
- (b) An Apprentice who works Paid Overtime on a rostered day off [in accordance with paragraphs 13(iii)(a)] shall receive the appropriate overtime penalty rate as well as the entitlement under sub clause (iii) of Clause 13 - Ordinary Hours of Work to another day off in lieu of the rostered day off. Another day off, which is taken by an employee who worked overtime as provided in this sub-clause, shall be unpaid.

18 **SUPERANNUATION**

(i) Agreed Fund

The Superannuation Fund applicable for all purposes to Employees covered by this Agreement shall be AUSCOAL Super as agreed. Contributions to the Fund will meet statutory levels set by government. Details of contribution levels are included in appendix 10.

(ii) Superannuation Salary Sacrifice

In addition to historical salary sacrifice arrangements, employees can elect to make additional superannuation contributions through salary sacrifice, as an employer contribution, subject to applicable legislation. These additional contributions will not attract matching employer contributions.

The amount of salary sacrifice must be nominated at the beginning of each June for effect on July 1. Contributions can stop or change only once per twelve month period. Contributions can be up to or no greater than the limit allowable under the Income Tax Assessment Act.

19. **EMPLOYEE ENTITLEMENTS FUND**

The Company will operate an Employee Entitlements Fund as detailed in Appendix 3 – PKCT Employee Entitlements Fund Agreement.

20 PERSONAL LEAVE

- (i) Personal Leave arrangements are only used for genuine short duration absences (excluding absences for workers compensation matters) of up to one week for personal illness, personal and family matters. The Leave Review Group may grant Discretionary Leave for periods of greater than one week.
- (ii) Employees may access up to eight shifts per financial year for Personal Leave. This is not cumulative and the balance at financial year end shall attract a payment of \$300 per day. Payment will be made in the first full pay period of the new financial year. In the event of employment separation, payment is made on a prorata basis at a rate of 1 day every 6 weeks.
- (iii) Employees who provide appropriate documentation in proof of absences will be paid at their annualised rate of pay (except Apprentices who will be paid their relevant Rate of pay). Any two shifts in a Financial Year are paid at the annualised rate of pay without the requirement for the employee to produce appropriate documentation (proof). Employees who fail to provide appropriate documentation (proof) of absences once these days have been used, will be paid the Special Purpose Rate of pay (see Clause 16 - Rates of Pay and Appendix 1).
- (iv) Details of PKCT's Leave Policies are outlined in Appendix 7

21 DISCRETIONARY LEAVE

- (i) Discretionary Leave arrangements are only to be used for genuine long duration absences (excluding absences for workers compensation matters) that are considered to be of a major incapacity nature, of more than a normal rostered week, or for any period of hospitalisation or bereavement.
- (ii) Employees who provide appropriate documentation in proof of absences will be paid at their annualised rate of pay (see Clause 16 - Rates of Pay and Appendix 1). Employees who fail to provide appropriate documentation (proof) of absences will not be paid for the period of absence.
- (iii) The Leave Review Group may grant additional Discretionary Leave to an Employee beyond the three month limit if the parties agree that:
 - there is a genuine expectation that the employee will return to his/her position; and
 - the additional period will be for no longer than one month at which time further review of the Discretionary Leave will occur;
 - there are special circumstances relating to more than one incident (major incapacity).
- (iv) Details of PKCT's Leave Policies are outlined in Appendix 7.

22. BONA FIDE UNION BUSINESS LEAVE

- (i) Upon verification from the Union, the Parties Agree that for the purposes of Bona Fide Union Business leave 25 shifts shall be granted per year at the appropriate annualised rate.
- (ii) Any further leave required for Bona Fide Union Business in addition to that outlined above will be granted at team level by utilising the flexible working or VERA arrangements.
- (iii) It is agreed for employee development that the Union can nominate the Union Lodge President, Union Lodge Secretary and one representative from the relevant stream to attend the Industrial Relations Commission of New South Wales on matters that are being progressed as agreed and provided that operations are continuing as normal with no bans, strikes etc. The relevant people shall be paid as per their normal roster arrangements. There will be no additional payment. (In matters where work is not continuing as normal, or the matter is not agreed, there will be no payment.)

23 ANNUAL LEAVE

- (i) A Flexible Shiftworker in addition to the provisions in the *Annual Holidays Act 1944 (NSW)* as at date of registration of this agreement, shall be entitled to one extra week of Annual Leave. This additional annual leave will be granted and paid on the same basis as leave entitlements under the Annual Holidays Act.
- (ii) Flexible Dayworkers and Flexible Shiftworkers will be paid for leave taken at their respective annualised wage rates.
- (iii) In addition to the provision of the *Annual Holidays Act 1944 (NSW)* as at date of registration of this agreement, Apprentices will receive an annual leave loading equivalent to seventeen and a half percent of four weeks' pay.
- (iv) Teams are responsible for ensuring that Annual Leave banks and consequently PKCT's Annual Leave liabilities are kept to a minimum through regular planned leave.
- (v) Details of PKCT's Leave Policies are outlined in Appendix 7.

24. LONG SERVICE LEAVE

- (i) Long service leave of sixty calendar days shall become due on completion of ten years' continuous service.
- (ii) Subsequent entitlements will accrue at the rate of fifteen calendar days' leave for each further year of continuous service.

- (iii) An Employee who has completed at least five years' continuous service and whose services are terminated by PKCT for any reason other than serious or wilful misconduct, or by the Employee on account of illness, incapacity or domestic or other pressing necessity, or by reason of the death of the Employee, shall be entitled to a proportionate amount of leave calculated on the basis of sixty calendar days leave for ten years' service.
- (iv) Unless otherwise provided by this clause, long service leave shall be granted and paid in accordance with the *Long Service Leave Act 1955 (NSW)* as at date of registration of this agreement.
- (v) For all Employees, all long service leave accrued will be paid at the applicable Annualised Rate.
- (vi) Details of PKCT's Leave Policies are outlined in Appendix 7.

25. TELEPHONE EXPENSE PAYMENT BENEFIT

- (i) It is agreed that once during the year that the Company will provide automatically to each employee a telephone expense benefit payment to the value of \$99. It is recognised by all Parties that the value of the benefit has been struck taking into account FBT requirements.
- (ii) Employees will be expected to be accessible by phone.

26. DISPUTE SETTLEMENT PROCEDURES

The Parties acknowledge the need for continuity in the loading of coal and associated activities at Port Kembla Coal Terminal.

It is agreed that the Parties wish to resolve their differences as quickly as possible with the aim of greatly reducing the level of direct industrial action.

Cooling Off Period/Procedure

The Parties have also agreed to a seventy-two hour cooling off period during which there will be no stoppage of work, ban or limitation on work or outside interference with the operations of Port Kembla Coal Terminal.

The seventy-two hour cooling off period will commence once the offended Party has served notice on the other Party by way of a written notification containing all of the details of the issue and/or dispute. The Parties recognise that Port Kembla Coal Terminal operates twenty-four hours per day, three hundred and sixty-five days per year and that during the cooling off period the Parties will make available the most appropriate representatives to confer and make genuine attempts to bring about the resolution of the issue and/or dispute.

This cooling off period will operate in respect of all issues and/or disputes and the following subclauses set out the procedures to be followed:

Process

If an Employee or a delegate on the Employee's behalf has been unable to resolve any matter directly within his/her team or shift level and the Employee/delegate wishes to pursue the issue further, the following procedure will apply:

- (a) The Employee(s) and/or section delegate(s) of the Union will formally place the issue before the Site Union Executive who will take all reasonable steps to reply as soon as possible. Within 24 hours from the time the issue was formally raised with the Site Union Executive, the Employee(s) and/or delegate(s) will be given a reply or progress report. If requested, a written report will be provided.
- (b) The Employee(s) and/or section delegate(s) of the Union will formally place the issue before the relevant Manager (or equivalent) who will take all reasonable steps to reply as soon as possible. Within 24 hours from the time the issue was formally raised with the relevant Manager (or equivalent), the Employee(s) and/or delegate(s) will be given a reply or progress report. If requested, a written report will be provided.
- (c) If the reply or progress report is unacceptable, the delegate(s) will refer the issue to a Union official who will confer with Company representatives as soon as possible and take all reasonable steps to resolve the issue.
- (d) If the issue remains unresolved, it will be referred to the Industrial Relations Commission of NSW for assistance and/or conciliation and/or arbitration.
- (e) Employees will continue to work normally while the above procedure is followed. The genuine status quo that existed prior to the issue being raised will apply without prejudice to either Party.
- (f) General claims, where appropriate, will be pursued according to this procedure except that paragraphs (a) and (b) need not be followed.

27. ANTI-DISCRIMINATION

- (i) It is the intention of the parties to this Agreement to seek to achieve the object in s 3(f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibilities as a carer.

- (ii) It follows that in fulfilling their obligations under the dispute settlement procedures prescribed by this Agreement the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this Agreement are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the Agreement which, by its terms or operation, has a direct or indirect discriminatory effect.
- (iii) Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- (iv) Nothing in this clause is to be taken to affect:
 - (a) any conduct or act which is specifically exempted from anti-discrimination legislation;
 - (b) offering or providing junior rates of pay to persons under 21 years of age;
 - (c) any act or practice of a body established to propagate religion which is exempted under s 56 (d) of the *Anti-Discrimination Act 1977*;
 - (d) a party to this Agreement from pursuing matters of unlawful discrimination in any State or federal jurisdiction.
- (v) This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.

This Agreement was made on the First day of July 2005.

Signatories to this Agreement

Signed for and on behalf of _____
the members of the Construction, Forestry, (Adam Giddngs - CFMEU Lodge President)
Mining and Energy Union of Australia Date: _____
(New South Wales Branch)

in the presence of: _____

Witness:
Name (printed): _____

Date: _____

Signed for and on behalf of _____
the Construction, Forestry, Mining and Energy Union of Australia
(New South Wales Branch)

(CFMEU Official)

in the presence of: _____

Witness:
Name (printed): _____

Date: _____

Signed for and on behalf of _____
Port Kembla Coal Terminal
Limited

(John Brannon – General Manager)

Date: _____

in the presence of: _____

Witness:
Name (printed): _____

Date: _____

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EFFECTIVE 1st FULL PAY PERIOD AFTER 1 JULY 20004

APPENDIX 1

(i) Table of Pay Rates for Terminal Employees

Terminal Employees	Special Purpose			Day Annualised			Shift Annualised		
	Nominal Annual Rate	Weekly Nominal Rate	Hourly Rate	Nominal Annual Rate	Weekly Nominal Rate	Hourly Rate	Nominal Annual Rate	Weekly Nominal Rate	Hourly Rate
Grade 1	\$36,765	\$704.59	\$19.9681	\$55,147	\$1,056.89	\$29.9521	\$76,397	\$1,464.15	\$37.5419
Grade 2	\$38,603	\$739.82	\$20.9665	\$57,904	\$1,109.74	\$31.4497	\$80,217	\$1,537.35	\$39.4190
Grade 3	\$40,441	\$775.05	\$21.9649	\$60,662	\$1,162.58	\$32.9473	\$84,037	\$1,610.56	\$41.2961
Grade 4	\$42,279	\$810.28	\$22.9633	\$63,419	\$1,215.42	\$34.4449	\$87,857	\$1,683.77	\$43.1731
Grade 5	\$44,118	\$845.51	\$23.9617	\$66,176	\$1,268.27	\$35.9425	\$91,676	\$1,756.98	\$45.0502
Grade 6	\$45,956	\$880.74	\$24.9601	\$68,934	\$1,321.11	\$37.4401	\$95,496	\$1,830.18	\$46.9273
Grade 7	\$51,471	\$986.43	\$27.9553	\$77,206	\$1,479.65	\$41.9329	\$106,956	\$2,049.80	\$52.5586
Grade 8	\$56,985	\$1,092.12	\$30.9505	\$85,478	\$1,638.18	\$46.4258	\$118,415	\$2,269.43	\$58.1899
Grade 9	\$62,500	\$1,197.81	\$33.9457	\$93,750	\$1,796.71	\$50.9186	\$0	\$0.00	\$0.0000

(ii) Table of Pay rates for Terminal Employees between Grade 3 and Grade 6 only which require relevant plumbing and electrical licence.

Terminal Employees	Special Purpose			Day Annualised			Shift Annualised		
	Nominal Annual Rate	Weekly Nominal Rate	Hourly Rate	Nominal Annual Rate	Weekly Nominal Rate	Hourly Rate	Nominal Annual Rate	Weekly Nominal Rate	Hourly Rate
Grade 3	\$41,816	\$801.41	\$22.7117	\$62,724	\$1,202.11	\$34.0675	\$86,894	\$1,665.32	\$42.7001
Grade 4	\$43,717	\$837.83	\$23.7440	\$65,575	\$1,256.75	\$35.6160	\$90,844	\$1,741.02	\$44.6410
Grade 5	\$45,618	\$874.26	\$24.7764	\$68,426	\$1,311.39	\$37.1646	\$94,793	\$1,816.71	\$46.5819
Grade 6	\$47,518	\$910.69	\$25.8087	\$71,278	\$1,366.03	\$38.7131	\$98,743	\$1,892.41	\$48.5229

(iii) Table of Pay Rates for Apprentices

Apprentice Grade	Nominal Annual Rate	Hourly Rate
First Year	\$20,069	\$10.1215
Second Year	\$21,607	\$10.8975
Third Year	\$27,758	\$13.9996
Fourth Year	\$32,012	\$16.1450

APPENDIX 2

Port Kembla Coal Terminal

Public Holiday Entitlements

Table 1

(ii) Public Holiday Entitlements - Flexible Shiftworkers - Normal Public Holiday

Category	Applicable Payment
1. If rostered off and stay home	No payment
2. If rostered on and come to work.	(a) Number of hours worked x annualised rate; and (b) No immediate payment - the value of the hours worked x Special Purpose Rate into the public holiday bank (refer Appendix 7 – Leave Agreement).
3. If rostered on and stay home with permission	(a) 12 hours x Special Purpose Rate (ie reduction in normal weekly pay) (NO value into public holiday bank.)
4. If rostered on and stay home without permission	No payment - absent.
5. If rostered on & VERA/flex off.	(a) 12 hours x annualised rate (ie normal payment for the shift) (NO value into public holiday bank.)
6. If rostered off & VERA/flex on.	(a) NO additional payment (ie normal weekly payment); and (No immediate payment - the value of the hours worked x Special Purpose Rate) into the public holiday bank. (b) Public Holiday VERA hours.

Christmas Day Entitlement- Shift Operators

Category	Applicable Payment
1. If rostered off and stay home	No payment
2. If rostered on and stay home.	(a) 12 hours x annualised rate (ie normal payment for the shift). (NO value into the public holiday bank.)
3. If rostered on and come to work.	(a) Number of hours worked x 2.5 x Special Purpose Rate (b) Normal number of hours for the shift - reduced by the number of hours worked (to maximum of 12) x annualised rate; and (c) No immediate payment - the value of the hours worked x Special Purpose Rate into the public holiday bank.
4. If rostered off and come to work.	(a) Number of hours worked x 2.5 x Special Purpose Rate and (b) No immediate payment - the value of the hours worked x Special Purpose Rate into the public holiday bank.

Christmas Day Entitlement- Shift Certified Engineering Technicians, Former Shift Facilitators

Category	Applicable Payment
1. If rostered off and stay home.	No payment
2. If rostered on and stay home with permission.	(a) 12 hours x Special Purpose Rate. (NO value into public holiday bank.)
3. If rostered on and come to work.	(a) Number of hours worked x annualised rate (ie normal payment for the shift); and (b) No immediate payment - the value of the hours worked x Special Purpose Rate into the public holiday bank.

4. If rostered off and come to work	(a) Public Holiday VERA Hours (b) No immediate payment - the value of the hours worked x Special Purpose Rate into the public holiday bank.
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Table 2**Public Holiday Entitlements - Flexible Dayworkers****Weekday Public Holidays (ie Standard Rostered on Days)**

Category	Applicable Payment
1. If stay home on public holiday.	(a) 7.06 hours x annualised rate (ie as part of normal weekly payment)
2. If worked on public holiday	(a) 7.06 hours x annualised rate (ie as part of normal weekly payment); Normal VERA Hours worked not subject to notional 39.3 hrs (b) No immediate payment - the value of the hours worked x Special Purpose Rate into the public holiday bank.

Weekend Public Holidays

Category	Applicable Payment
1. If stay home on public holiday	No payment
2. If worked on public holiday	(a) 7.06 hours x annualised rate (ie as part of normal weekly payment); Normal VERA Hours worked not subject to notional 39.3hrs (b) No immediate payment - the value of the hours worked x Special Purpose Rate into the public holiday bank.

Appendix 3

Enterprise Agreement -- 2005

PORT KEMBLA COAL TERMINAL LIMITED

PKCT ENTITLEMENTS FUND AGREEMENT

Background

During the severe downturn in coal throughput at PKCT in 2000 the workforce and management collectively put in place changes at the Terminal to ensure its survival as an operating Terminal. One of the changes was the establishment of an Employee Entitlements Fund. While the Fund has not yet been formally established, due to taxation constraints, the accumulation of funds has been taking place. Those funds currently reside in PKCT's bank account.

Specifically clause 20 of the EBA states:-

"Recognising the state of the South / Western Coal industry and the history of mine closures and potential dereliction of funds owed to employees, there is an agreement to establish an Employee Entitlement Fund at port Kembla Coal Terminal. This fund will cover accrued employee entitlements, including annual leave, long service leave and the PKCT standard severance package should a retrenchment situation arise.

The PKCT standard severance package is four weeks pay in lieu of notice and three weeks pay per each year of service paid at the Special Purpose Rate unless otherwise agreed or determined.

The fund is to be completely isolated from PKCT Ltd's existing and future creditors, managed by an independent body, with the Finance Manager and three elected representatives from PKCT Employees acting as trustees. This will not be funded from employee contributions. Funds will be invested such as to optimise growth whilst being capital secured.

It is agreed to begin to have funds set aside from July 1 2000. Details of the fund will be specified in the PKCT Employee Entitlement Fund Agreement."

This document covers establishment of the Fund and procedures to be adopted in its administration.

It has been recognised that, the parameters for daily operation of the Entitlements Fund needs to be put in place. It is from this need that a group representing workforce and management have met and developed this guiding document.

It should be recognised that once the Fund is formally established the Trust Deed may contain different operational requirements that the Trustees may need to follow.

One important feature that the new tax legislation requires is that the Fund must not be managed by the employer or employees or their representatives. Accordingly, an independent trustee will be appointed and the Finance Manager and three employee representatives will now become the Policy Committee who will liaise with the trustee.

The (BDG) SMT shall be responsible for the development of all policy in relation to the PKCT Employees Entitlements Fund.

The Policy Committee will be responsible for administering PKCT Employee Entitlements Fund policy.

Aims and Objectives

Responsibility for the management of the Fund will lie with the Trustee that is recommended and appointed by the Policy Committee.

These aims and objectives are in line with Paragraph 3 clause 20 of EBA 2000.

It is recognised that the aim of fund is to cover and maintain 100% of PKCT employee entitlements as defined below.

Overall Coverage - 100% of following liability:

- maximum of 50 days annual leave (actions in place to reduce levels held by employees to below 50 days) any VERA hours paid will be included in this 50 day limit.
- CDO's will not be covered
- 100% of Long service leave
- 100% of severance as per PKCT 2000 EBA

Guiding Procedures for Policy Committee

1. Fund Usage

Fund monies will only be used for payment of PKCT employees' entitlements in the event of:-

- Retirement/Resignation – annual leave, LSL & 4 weeks in lieu
- Death in Service – annual leave, LSL & 4 weeks in lieu
- Dismissal – annual leave & LSL
- VRS or retrenchment
 - Annual leave 100% up to the maximum covered
 - LSL 100%
 - Severance per PKCT 2000 EBA 100%

Prior to amounts being released/deducted from the Fund the termination calculations of the relevant employee will be signed off by at least two members of the Policy Committee, one of those being the Finance Manager.

The Trustee will then forward the required sum to the employee.

2. Meetings

The Policy Committee will meet and review the Fund status on, at least, a quarterly basis or as required and provide a report and presentation to PKCT employees at their Annual General Meeting and annually to the BDG.

All Policy Committee members are to be in attendance at each a meeting.

Reports to be tabled at the meetings include:

Monthly fund balance statements, copies of all termination calculation payment sheets, entitlement spreadsheets showing liability balance and contribution balances.

3. Funds Deficit

In the event that there is a need to fully utilise the fund monies and the fund monies do not cover the liabilities then the following formula will be applied:-

$$\frac{\$ \text{ FUND BALANCE}}{\$ \text{ FUND COVERAGE LIABILITY}} = \text{ FUNDED \%}$$

Where:

The “**Fund Balance**” is the amount of money in the Fund at any point in time.

The “**Fund Coverage Liability**” is the total entitlements liability payable to PKCT employees at any point in time as detailed in “Overall Coverage” in the “AIMS and OBJECTIVES.

The “**Funded %**” represents the portion of funded liability.

The “Funded %” will be applied to each employee’s Fund Coverage Liability to determine the amount that will be paid to the employee.

Eg: If at a future point in time the Fund Balance is \$5,000,000 and the Fund Coverage Liability is \$10,000,000 and there is a need to draw on the total funds, then “Joe” whose Fund Coverage Liability is \$100,000 will receive \$50,000 of his entitlements as follows:

$$\frac{\$5,000,000}{\$10,000,000} = 50\% \quad \text{therefore} \quad \$100,000 \times 50\% = \$50,000$$

Any residual is to be covered by PKCT Ltd. As the aim is to build up 100% coverage in the “Fund”, the amount to be covered by PKCT Ltd will gradually decrease over time.

4. Surplus Funds

In the event that amounts in the Fund grow to beyond 100% of the agreed employee entitlements then the amount by which the Fund total exceeds the 100% will be returned to Port Kembla Coal Terminal Limited unless otherwise agreed or determined.

In the event of the dissolution of Port Kembla Coal Terminal Ltd, all employee entitlements will be paid and residual monies will be paid to Port Kembla Coal Terminal Limited.

On an annual basis the funds performance will be reviewed taking into consideration the following factors:-

- Growth of fund
- Contribution rate
- Movement of employee numbers
- Other fund liabilities

5. Accumulation of Funds

- Financial year ending 30th June 2001 \$0.15/t
- Financial year ending 30th June 2002 \$0.125/t
- Financial year ending 30th June 2003 \$0.10/t
- A review will take place by 30th June each year to determine appropriateness of the amount, provided that at 30th June 2003 33% of the total liability is covered.

The contribution rates for following years shall be set during the EBA.

Future contribution rates will be discussed at time of budget preparation, taking into account fund performance. The Policy Committee is to propose contribution rates to the BDG for consideration. The BDG will then confirm the rate and it will take effect from 1st July each year unless otherwise agreed or determined.

Fund Administration

The Policy Committee will have the option of requesting the Trustee to pay entitlement monies directly to employees or to Port Kembla Coal Terminal Limited after the usage requirement has been triggered.

Port Kembla Coal Terminal

Profit Sharing Bonus

1. PREAMBLE

The Port Kembla Coal Terminal aims to be the best bulk handling facility in Australia, providing our customers with a safe, reliable and cost effective loading service.

Critical to achieving this aim is that the Port Kembla Coal Terminal sets clear business targets, developed through participative mechanisms, resulting in comprehensive strategies that deliver outstanding business returns, continuous improvement and benefits shared by all employees.

The Profit Sharing Bonus (PSB) is a recognition for employees when they deliver a loading charge to shippers that is significantly below the budget loading charge.

2. ELIGIBILITY FOR PAYMENT

The PSB is only available and applicable to all permanent employees of Port Kembla Coal Terminal Ltd who are on the payroll at the end of the financial year.

3. FREQUENCY FOR MEASUREMENT

The parties agree that in order for employees to see an impact of performance improvement a full year forecast of the loading charge will be published monthly.

4. PAYMENTS MADE TO EMPLOYEES

Payments will be based on the PSB matrix and if there is to be a payment made it will be paid in the first full pay period of the following financial year.

5. PSB PAYMENT

Employees may elect to have their PSB entitlement paid as follows:

- (a) A credit to their superannuation fund account as an employer contribution. This credit will subsequently attract the fund's net earnings interest percentage but no additional company contributions
- (b) By electronic transfer to an agreed account.

(Note: In case of 5 (b) income tax (PAYE) deduction is applicable).

6. ANNUAL REVIEW

The parties agree that there will be an annual review of the budget loading charge which will be used in the PSB matrix.

Port Kembla Coal Terminal

Variable Employee Rostering Arrangements

Agreement

1.0 INTRODUCTION

1.1 Purpose

Variable Employee Roster Arrangement (VERA) provides a mechanism by which employees' hours and work arrangements are adjusted in response to the operational needs of the business and to best position our customers in the market place.

There will be times when additional hours will have to be worked. VERA provides the mechanism through which to manage additional hours.

VERA also provides flexibility to the PKCT workforce to accommodate extra business through diversification of cargoes and delivers a 365 day, 24hr level of customer service without the overtime constraints of the traditional and restrictive 5 day 3 panel shift roster arrangements.

VERA provides coverage for any task when required at no additional cost to the Business by responding to requirements as determined by the Site Wide Plan (SWP).

1.2 Process

Through this process, the Business is able to cover peaks and troughs and meet customer needs by:

- Allocating labour from a "rostered on" shift to an alternate shift on the same day.
- Allocating labour from the normal rostered shift to the same shift on an alternate day.
- Rostering employees such that they finish a normal shift early or start late and transfer those hours not worked to an alternative day.

- Rostering employees such that their normal shift is extended by working additional hours, and deducting hours worked from an alternative “rostered on” day.

2.0 CONDITIONS

2.1 Application

The Workgroups referred to in this document are as follows:

- For Shiftworkers, the workgroup is their Shift
- For Dayworkers, the workgroup is the Daywork Team..

VERA does not apply to Apprentices.

Additional Hours will be managed as follows:

- For Shiftworkers, any hours above ordinary hours will be managed through VERA.
- For Flexible Dayworkers: For the purpose of managing additional hours through VERA, the Ordinary Hours of Flexible Dayworkers will be four hours above the notional week.
- Employees who are working under restricted duties cannot go into negative VERA.
- Misuse of VERA will be dealt with in the first instance by the team then through the Formal Disciplinary Policy.

2.2 Maximum Accrued Hours

- Employees can accrue a maximum of 60 hours in Credit and 36 hours in Debit in a 12 month period.
- No hours can be accrued beyond 60 in a 12-month period.

Exceptional Circumstances to the above are where additional hours are accrued for Union committee duties, or for specialist tasks which cannot be shared due to skills.

2.3 Debit/Credit Rules

VERA hours will be applied as follows:

For extensions to normal rostered shift – accrual will be time for time eg; 2 additional hours worked counted as 2 hours VERA.

For non-rostered days, accrual of VERA hours will be in 4 hourly lots as listed in Table 1 below:

Public Holidays: Employees called in to work Public Holidays will be entitled to double VERA credit hours as listed in Table 1.

Call Outs:

Weekdays – 4 hours minimum

Weekends/Public Holidays – 6 hours minimum

Training:

VERA for training will be administered to the nearest 4 hours.

Table 1 – Application of VERA Hours for Non Rostered-On Days

Normal	Public Holiday Call In	Normal	Public Holiday Call In	Normal	Public Holiday Call In
1 hour = 0	6 hours	5 hours = 4	8 hours	9 hours = 8	16 hours
2 hours = 4	6 hours	6 hours = 8	16 hours	10 hours = 12	24 hours
3 hours = 4	6 hours	7 hours = 8	16 hours	11 hours = 12	24 hours
4 hours = 4	8 hours	8 hours = 8	16 hours	12 hours = 12	24 hours

2.4 Reconciliation Process

- VERA hours will not be reconciled during the year.
- At the end of each financial year, a maximum of 60 hours in credit will be carried forward into the following financial year. This means that a person on maximum hours will be starting a new year on maximum hours.
- Accrued hours will not be converted to annual leave, therefore all employees should aim to have zero hours at the end of each financial year.
- Exceptional circumstances will be reconciled at the end of the financial year using the following:
 - First 60 hours positive will be carried over as above.
 - Hours above 60 will be converted to annual leave.

3.0 PROCEDURE

With the reduction in team numbers, VERA hours need to be shared equally and the following shall apply:

3.1 Resourcing

- VERA shall operate with volunteers in the first instance and by team management where there are insufficient volunteers.

- Where the team is forced, through lack of volunteers, to manage VERA, the team shall apply the following process:
 - For the purpose of rostering off, the “high person” or person with the oldest credit (positive) balance shall be rostered off first.
 - For the purposes of rostering on, the low person or person with the oldest debit (negative) balance shall be rostered on first.
- Shiftwork: Personnel are to be utilised from within their own shift first, and from rostered off shifts second, daywork third.
- Daywork: Personnel are to be utilised within their own Workgroup first, other groups second.
- All Workgroups are to ensure that minimum numbers are maintained to operate, maintain and service the Plant as required.
- Rostering off will only be permitted when there are sufficient people left to cover all required tasks.
- Rostering to accommodate VERA must be for real work, not manufactured work.

3.2 Notice Periods

- VERA is to be planned in advance in order to ensure that the individual and the Workgroup have as much notice as possible.
- Short-term notice of rostering off (less than 24 hours) is to be minimised. Rostering off at short notice will not be granted where minimum numbers do not allow. Failure to attend work in such cases will be noted as personal leave or absence without pay.
- Employees are to notify their shift by 5.00pm, where practical on the previous day if they intend to roster on/off.
- In cases where Workgroups have planned to reduce their rostered numbers and absenteeism occurs at the start of the shift, the person is to be replaced by calling in the lowest VERA balance person with the relevant skills.

3.3 Co ordination for Shiftworkers

- Co ordination of people who are rostering on is the responsibility of the normally rostered on Shift who has requested the resources.
- Those who have organised to move from their normal Shift to suit Plant requirements are responsible for managing their own work, whilst ensuring that the normally rostered on shift has been advised and this has been noted on the team plan

3.4 Administration

- VERA hours are to be recorded on the on line timekeeping system to enable debit and credit balances to be managed.
- A record will be kept in the timekeeping system of the responses to requests to roster on or off.
- Workgroups are still required to keep paper records. Records must be kept for four years (to satisfy Audit requirements).
- Work outside normal hours on another Shift must be documented by the individual, signed by that Team Co ordinator (ie Team Co ordinator when working) and handed to the individual's own Timekeeper.
- If the Site Wide Plan identifies a need for additional labour during a shift's long roster, a roster may be required to indicate availability of team members. (eg. half the shift one month , the other half the next month.)
- The individual is responsible for completing the relevant form and delivering it to Co ordinator/timekeeper when adjusting normal work times.
- Mutual swaps organised by individuals must be reported to respective Co ordinators and recorded in the timekeeping system.
- When VERA has been used to roster personnel, personnel must not be rostered on to cover personnel rostered off.
- When applying for any annual leave (eg. single day), VERA hours are to be drawn from the positive VERA bank first, before drawing from the annual leave bank.
- Applications for leave will be considered in the following order:
 1. Long Service and Annual Leave
 2. Compulsory Day Off (CDO)
 3. VERA

with long service leave and annual leave taking priority over CDOs and VERA.

4.0 REVIEW

To assist with the consistent application of this Policy and Guidelines across all Workgroups, the monthly Co-ordinators Meeting will monitor progress.

Monthly VERA balances will be reviewed by the Leave Review Group and communicated to teams each month at the Monthly Team Review Meeting.

Port Kembla Coal Terminal

Grading System Agreement

1. OUTLINE

(a) Key elements of the grading system are:

(i) The grading matrix covers all employees.

(ii) There are three different classification lines.

- Operator
- Technical
- Finance/administration

(iii) A relativity between grades has been established and agreed by all parties.

(iv) There are nine different grades.

(v) The range of each classification line is:

- | | |
|--------------------------|-----------------|
| - Operator | - Grades 1 to 4 |
| - Technical | - Grades 3 to 9 |
| - Finance/Administration | - Grades 1 to 5 |
| - Appointed positions | - Grades 6 to 9 |

(b) The Summary of Grading Streams is shown in Attachment A.

2. STRUCTURE

(a) The requirements for each grade in the different classifications are shown in Attachment B.

(b) The skills options available for the Operator and Technical classifications options are shown in Attachment C.

(c) The induction program and base requirements for all employees are shown in Attachment D.

3. SAFETY and ENVIRONMENT

The fundamental basis of the skills and competencies of all individuals in this grading system is based on their absolute commitment to an injury free workplace.

It is a condition of employment that all employees will abide by all safety regulations and behave in a safe manner. All employees will ensure their own safety as well as the safety of other individuals.

All employees are also committed to the highest possible environmental standards and the principles of Quality systems.

4. GENERAL

An employee is graded according to their qualifications, skills, experience, competency, position, and/or by appointment and the stream / department they are in.

Except as follows:

- Green inked to a rate of pay means the employee maintains their current rate of pay till the rate of pay for the grade to which they satisfy exceeds their current rate
- Green inked to a grade means the employee is classified at a grade to which they may not satisfy all the requirements

5. GRADING SYSTEM DETAIL

- At entry level, all new employees must complete the induction program before progressing to the next grade
- Electricians and plumbers with required licences receive extra 3.4% within Grades 3 to 6
- Employees in the Technical stream do not get any extra licence payment for Grades 7, 8 and 9
- Technical employees working as shift workers can progress to a maximum of Grade 6
- Technical employees working as day workers can progress to a maximum of Grade 9
- Operators working as shift workers can progress to a maximum of Grade 4
- Finance and Administration employees can progress to a maximum of Grade 5.

- The current appointed positions (Finance and Planning) can progress from Grade 6 to Grade 9. The addition or deletion of the number of appointed positions will be by agreement between the Company and the Union considering Business needs
- Specific requirements for each Appointed position will be detailed in Position Descriptions using the generic requirements outlined in Attachment B.

6. TRAINING AND USE OF SKILLS

The selection of options by employees will be approved by the training committee based on the capability and requests of the employee as well as the need for the Company to maintain / establish sufficient numbers of employees with the required skills. It is acknowledged and accepted that the training hours and degree of difficulty of the optional skills may vary. Overall the number of options available to employees and required by the teams and the Company should smooth out the variations. It is agreed however that intermediate rigging and intermediate scaffolding will count as 2 options each. Further packaging of options will be assessed by the training committee and any changes recommended to management.

Employees must work to the level of their skills and ability regardless of their classification level and there will be no demarcation between grades. An employee may perform skills from higher grades, or from lower grades even though they are classified and paid at a different level.

To progress to a higher grade an employee will be required to undergo any training necessary to enable them to obtain the listed skills and carry out and demonstrate competency in all the skills required. An employee's ability to use the qualifications / skills attained will be monitored by the team, the training committee and management.

An employee may be refused to be promoted or may be demoted within the grades if they cannot demonstrate competency in the skills attained. This would only occur after discussions with all involved, including the employee, the team, the training committee, the union representative and the management.

An employee will be required to undergo ongoing and/or refresher training as required to maintain their skills.

An employee may be exempted from some training due to previous courses or training provided they can demonstrate their competency. Exemptions will be approved by the Training Committee.

For courses to be approved they must relate to equipment, technologies, procedures or operations utilised by the Company and maintained by the Company. Courses will be assessed by the management in conjunction with the training committee. It is acknowledged that the content of TAFE courses can change and new courses might become available and further

consideration of appropriate courses will be needed. The training committee will monitor this.

7. TRANSITIONAL ARRANGEMENTS

Retention of Rate

The following retention of rate arrangements established as part of the Port Kembla Coal Terminal Certified Agreements 1997, 1998 and Port Kembla Coal Terminal Enterprise Agreement 2000 will continue to apply under the Port Kembla Coal Terminal Enterprise Agreement 2005.

M Charlesworth's wages will remain frozen at the 1 July 1999 rate until such time as the Grade 4 Operator rate exceeds his frozen rate.

F Cuda is "green inked" to the position of operations planner.

Stream Rationalisation

To address issues of stream rationalisation the following transitional arrangements will apply:

The career path stream for former Engineering Technicians (ET's are now classified as Operators) reflected in the Technical Stream Grades 3 to 4 is only available for those employees who filled those positions (ie: D Gorman, M Sanson, H Palmer, and M Topic). No other employees can follow this stream during the life of this Agreement.

Operator to Technical Stream

Operator Grade 4 to Technical Grade 5

- Operator must meet all of the Operator Grade 4 requirements plus relevant Trade or submitting existing trade papers.
- Former ETs must meet all of the Operator Grade 4 requirements plus relevant Trade or submitting existing trade papers.
- Must carry out role of a tradeperson to meet the needs of the business and as directed by the team.
- Former Operator Grade 4 must meet all of the Technical Grade 5 requirements before progressing to Technical Grade 6 and cannot use options which formed part of their grading under the Operations Stream. (refer Attachments B & C).

Attachments

- A. Summary of Grading Requirements
- B. Requirements for Each Grade
- C. Skill Options
- D. Induction

Program

PKCT CLASSIFICATION / GRADING SYSTEM

Summary of Grading Streams

Classification	Grade 1 100%	Grade 2 105%	Grade 3 110%	Grade 4 115%	Grade 5 120%	Grade 6 125%	Grade 7 140%	Grade 8 155%	Grade 9 170%
Operator									
Technical									
Finance / Admin/ Stores									
Appointed Positions									

Attachment B

REQUIREMENTS FOR EACH GRADE IN THE DIFFERENT CLASSIFICATIONS

	Operator	Finance / Administration / Stores
Grade 1	General labouring & cleaning and	<u>Secretarial/Clerical</u> Accounts clerk
	Assists other operators & maintenance and	Or
	Basic plant maintenance and	<u>Stores</u> Stores clerk
	Operates portable equipment and	
	Bobcat type 18 ticket (skid steer)	
	Any necessary training as per Training Committee.	

	Operator	Finance / Administration / Stores
Grade 2	Satisfied grade 1 and	<u>Secretarial</u> Satisfied Grade 1 and at PKCT for >1 year, basic computer course, competent secretarial functions, provide support up to data entry level in Finance Functions.
	At PKCT for >1 year and	Or
	Road receivals and	Secretarial qualifications and experience plus class 1 drivers licence.
	Rail receivals and	Or
	Stackers and	<u>Clerical</u> Qualified clerk + drivers licence
	No.1 Berth screener, road dump, & unloader and	Or
	FEL ticket and	Satisfy Grade 1 + at PKCT > 1 year plus, basic computer course, competent in 3 Finance Functions, provide admin support
	Driving reclaimers and shiploaders for maintenance and	<u>Stores</u> Satisfy Grade 1 + at PKCT > 1 year plus; and Forklift Ticket and Dogman Ticket and 3 A drivers licence
	2 operator options	

	Operator	Technical	Finance / Administration / Stores
Grade 3	Satisfied grade 2 and	Trade certificate or above in electrical or fitting (mechanical) and	<u>Secretarial</u> Satisfied grade 2 and QA audit and procedure writing. Competent in Word and Excel
	Reclaimers and	Electricians must hold qualified supervisors certificate	Or
	Shiploaders and	Or See section 8 Transitional Arrangements	Qualified Secretary (1 year F/T cert) + min 3 years external experience. Plus, drivers licence, QA Audit and procedure writing, competent in Word and Excel.
		Satisfied grade 2 operator and	Or
	Watercart (Heavy Rigid – 3B Licence)	TAFE operations maintenance course and	<u>Clerical</u> Qualified Clerk + min 3 years external experience, plus; drivers licence, QA auditing or procedure writing, competent in Word and Excel.
	MCR environmental and	Contract coordination and	Or
	Quality auditing	Class 3A licence (medium rigid) and	Satisfy all the requirements of Grade 2 plus; QA auditing and procedure writing, competent in Word and Excel.
		Serviceperson and	Or
		3 extra maint options (total 5)	<u>Stores</u> Satisfy Grade 2 + Possess 3b (Heavy Rigid) Drivers licence and trained and competent in duties of stores clerk
		Or	
		Satisfied grade 2 operator and	
		TAFE operations maintenance course and	
		Contract coordination and	
		Basic scaffolding and	
		Basic rigging and	
		3 extra maint options (total 5)	

	Operator	Technical	Finance / administration / Stores
Grade 4	Satisfied grade 3 and	Satisfied grade 3 trade requirements and	<u>Secretarial</u> Satisfy all requirements of Grade 3 plus; provide support up to reporting level in two Finance functions (including Accounts Payable or Payroll) + Advanced computer skills in two applications
	MCR operations and	At PKCT for >1 year and	Or
	Basic computer skills and	Contract coordination and	<u>Clerical</u> Satisfy all the requirements of Grade 3 plus all Finance functions up to reporting level.
	1 year TAFE supervision course and	6 maint options (total 6)	Or
	Shipboard supervision and	Or See section 8 Transitional Arrangements	<u>Stores</u> Satisfy Grade 3 plus TAFE Purchasing Certificate and trained and competent in operating a computerised stores management system.
	Workplace competency assessor course and	Satisfied grade 3 ET requirements and	
	Coal technology course	CMMS operations and	
		1 year TAFE relevant trade based course and	
		1 year TAFE supervision course and	
		3 extra maint options (total 8)	

	Technical	Finance / Administration / Stores
Grade 5	Satisfied grade 4 trade requirements and	<u>Secretarial</u> Satisfy all requirements of Grade 4 plus; relevant TAFE Cert. In Team Leadership or equivalent or relevant TAFE certificate in purchasing or equivalent.
	2 or more years of TAFE post trade courses	Or
	Or	<u>Clerical</u> Satisfy all requirements of Grade 4 plus; relevant TAFE Cert. In Team Leadership or equivalent or relevant TAFE Advanced Diploma in Accounting or equivalent.
	Satisfied grade 4 trade requirements and	Or
	1 years of TAFE post trade courses and	<u>Stores</u> Satisfy Grade 4 plus TAFE Certificate in Team Leadership plus Operations Maintenance Course and has completed training in two Microsoft Office Programs (Excel and Word).
	6 extra maint options (total 12)	

	Technical
Grade 6	Satisfied grade 5 maint and 4 or more years of TAFE post trade courses and 1 year TAFE supervision course
	Or
	Satisfied grade 5 maint and 3 years of TAFE post trade courses and 1 year TAFE supervision course and 6 extra maint options (total 18)

	Technical (Daywork)
Grade 7	TAFE assoc diploma in a relevant engineering discipline and at PKCT for >1 year and Contract coordination and 6 maint options (if not already done)
	Or
	Satisfied grade 5 and 4 or more years of TAFE post trade courses and 1 year TAFE supervision course and 6 extra maint options (total 12)
Grade 8	Satisfied grade 7 and TAFE assoc diploma in a relevant engineering discipline and Advanced CMMS training and 6 extra maintenance options (total 12)
	Or
	University diploma course or above in a relevant engineering discipline and At PKCT for >1 year and Contract coordination and 6 maint options (if not already done)
Grade 9	University diploma course or above in a relevant engineering discipline and At PKCT for >1 year and Contract coordination and Advanced CMMS training and 12 maint options (if not already done)
	OR
	Satisfy all the requirements of Grade 8 and 3 Years TAFE post trade1 in relevant discipline for each year of relevant university diploma. AND At PKCT for >1 year and Contract coordination and Advanced CMMS training and 18 maintenance options (if not already done)

Appointed Positions - Generic Requirements

Refer to position descriptions for specific skill requirements.

Grade 6	Grade 7	Grade 8	Grade 9
Job specific skills or qualifications as detailed in position description	TAFE Associate Diploma or equivalent in a relevant discipline and	TAFE Associate Diploma or equivalent in a relevant discipline and	University Diploma or above in a relevant discipline and
	Job specific skills or qualifications as detailed in position description	Job specific skills or qualifications as detailed in position description and is competent in appointed position	Job specific skills or qualifications as detailed in position description and is competent in appointed position
	Or	And	Appointed Grade 8 for more than one year
	Appointed Grade 6 for more than one year and	Appointed Grade 7 for more than one year	
	Job specific skills or qualifications as detailed in position description and is competent in appointed position	Or	
		University Diploma or above in a relevant discipline and	
		Job specific skills or qualifications as detailed in position description	

Attachment C

SKILLS OPTIONS

1	First Aid – Senior (<i>PRPs only</i>)	35	Microsoft Office (2 programs)
2	Advanced Resuscitation (<i>PRPs only</i>)	36	CMMS Operation
3	Backhoe	37	Drawing Register
4	Forklift	38	Job Planning
5	Bobcat (Skid Steer) (Trades Only)#	39	Condition Monitoring
6	Large Front End Loader (Trades only)#	40	High Voltage Access Issuers Permit
7	Elevated Work Platform (WorkCover)	41	Troubleshooting Course
8	Associated Crane Chasing	42	Serviceperson
9	Overhead Crane Class 22 Ticket	43	TAFE Operations Maintenance Course (Non Trades only)*
10	Dogman	44	Excavator ticket
11	Basic Rigging	45	Contract Co ordination (Non Trades only)*
12	Intermediate Rigging	46	First Aid Occupational (<i>Pre 98 only</i>)
13	Advanced Rigging		
14	Vehicle Loading Crane		
15	Winch Driving		
16	Scaffolding Up to 4 Metres		
17	Basic Scaffolding		
18	Intermediate Scaffolding		
19	Advanced Scaffolding		
20	Explosive Power Tools (<i>Pre Jan 98 only</i>)		
21	Heavy Rigid (Class 3B) Licence (Trades only)#		
22	Medium Rigid (Class 3A) Licence		
23	Water Cart (Trades only)#		
24	Reclaimer (Trades only)#		
25	Shiploader (Trades only)#		
26	Shipboard Supervision (Trades only)#		
27	Stores Clerk		NOTES:
28	Minor Welding		# Compulsory for Operations Stream. Option only available for Trades
29	Coal Technology Course (Trades only)#		* Compulsory for Trades/covered in Trades course. Option only available for Operations
30	Quality Auditing (Trades only)#		<i>Pre 98 only</i> = option no longer available but recognised if attained prior to 1998
31	Quality Procedure Writing		<i>PRP Only</i> = only available for those carrying out PRP role
32	Workplace Competency Assessor Course		

33	Basic Computer Skills		
34	Advanced Computer Course		

Attachment D

INDUCTION PROGRAMME

During the first twelve months of employment a new PKCT employee will undertake an induction programme which will include training in and a demonstrated understanding of the following:

- Conditions of Employment
- Employee Benefits
- Industrial Agreements
- Company Policies
- Basic Fire Fighting Skills
- Emergency Procedures
- Site Operations
- Electrical Awareness
- OH&S Awareness
- Environmental Awareness
- Quality Awareness
- Hazard Identification Techniques
- Team Principles
- CPR Procedures

In addition to the above induction programme it is mandatory for an employee to hold a Class 1 Drivers Licence.

APPENDIX 7

Port Kembla Coal Terminal

Leave Agreement

PREAMBLE

This Agreement outlines Entitlements and Policies for the following forms of Leave, for those employees covered by the Port Kembla Coal Terminal Enterprise Agreement 2005.

- Personal Leave
- Discretionary Leave
- Special Leave - Without Pay
- Accrued Public Holiday Hours Leave
- Maternity/Paternity Leave
- Workers Compensation
- Annual Leave
- Long Service Leave

The Leave Review Group (LRG) will monitor leave with reference to guidelines for dealing with poor performance re absenteeism, and review/resolve matters with regard to employee circumstances.

LEAVE REVIEW GROUP

A Leave Review Group is in place to manage and monitor all forms of leave at PKCT.

Decisions are to be made consistent with the principles of Co Determination and Collective Management and will support the Team based system, the Leave systems developed through the Enterprise Agreement and be consistent with PKCT values.

The Leave Review Group will be made up of the following:

- Lodge President
- Human Resources Manager
- Finance Manager
- Union executive member of each team

Focus Areas include:

- Monitor and review the performance of all categories of leave at PKCT, particularly, Personal, Discretionary, Annual Leave accruals and the management of VERA.
- Approve applications for Discretionary Leave where appropriate.
- Ensure Discretionary Leave is managed according to agreed guidelines.

1 PERSONAL LEAVE

- 1.1 Personal Leave is defined as that leave granted with appropriate documentation (proof) for personal illness, personal and family matters as detailed in Clause 20, Personal Leave of the Port Kembla Coal Terminal Limited Enterprise Agreement 2005).
- 1.2 Only used for short duration absences of up to one week of consecutive shifts (ie 4 shifts x 12 hours or 5 shifts x 7.06 hours).
- 1.3 For periods of greater than one week discretionary leave may be appropriate.
- 1.4 Only used for genuine short duration absences that include personal illness, personal and family matters.
- 1.5 Employees may access up to eight shifts per financial year for Personal Leave. This is not cumulative and the balance at financial year end shall attract a payment of \$300 per day. Payment will be made in the first full pay period of the new financial year. In the event of employment separation, payment is made on a prorata basis at a rate of 1 day every 6 weeks.
- 1.5 Personal Illness Requirements are:
 - any two shifts in a financial year are paid at the annualised rate without the requirement for the employee to produce / submit appropriate documentation (proof).
 - after any two shifts in a financial year when personal leave is requested with appropriate documentation (proof), it will be paid at the annualised rate.
 - after any two shifts in a financial year when personal leave is requested with no appropriate documentation (proof), it will be paid at the special purpose rate.
 - As determined by the Leave Review Group if as a result of poor attendance an employee is placed on compulsory doctors certificates, then no doctors certificate means no pay.
- 1.7 For Personal and Family Matters the requirements on each occasion are:
 - normally 1 or 2 shifts duration only but may be increased in special circumstances.

- paid at annualised rate provided that proof/supporting documentation is provided.
 - for extended periods an employee is expected to take annual leave or long service leave.
 - paid at special purpose rate when no proof/supporting documentation is provided.
- 1.8 Subject to the above clauses employees who do provide appropriate documentation (proof) of absences will be paid at their annualised rate of pay (see Clause 16 Rates of Pay, Port Kembla Coal Terminal Limited Enterprise Agreement 2005).
- 1.9 Subject to the above clauses employees who fail to provide appropriate documentation (proof) of absences will be paid at the special purpose rate of pay (see Clause 16 Rates of Pay, Port Kembla Coal Terminal Limited Enterprise Agreement 2005).
- 1.10 When an employee's annual entitlement is exhausted the employee's team may make a recommendation to the Leave Review Group detailing reasons for the employee to be paid.
- 1.11 Additional leave may be paid at the discretion of the Leave Review Group after consideration of the employee's past record and any relevant special circumstances.
- 1.12 Appeals may be made to the Leave Review Group.
- 1.13 Joint reviews by the Leave Review Group will take place with regard to monitoring PKCT personal leave performance and employee cases where breaches of the guidelines occur.

2 DISCRETIONARY LEAVE

- 2.1 Discretionary Leave is defined as that leave granted with appropriate documentation for long duration absences of greater than one week (consecutive shifts) as detailed in Clause 21, Discretionary Leave of the Port Kembla Coal Terminal Limited Enterprise Agreement 2005).
- 2.2 Only used for long duration absences of greater than one week, or for any period of hospitalisation.
- 2.3 Employee entitlement is up to 3 months per financial year (ie: 7.06 hr shift implies 458.9 hours per calendar year and a 12 hr shift implies 510 hours per calendar year).
- 2.4 Only used for genuine long duration absences that are considered to be of a major incapacity nature. (For example for serious illness, hospitalisation and recovery as well as childbirth)
- 2.5 Special requirements exist with regard to Childbirth and they are:
- maximum period for payment cannot be extended past three months.

- the employee must return to work and work for an equivalent period that they were paid discretionary leave (ie: no return implies repay leave payment).
 - any time taken off as a result of discretionary leave will be deducted from maternity leave (ie: 12 months maternity leave minus 3 months discretionary leave implies an available balance of 9 months).
- 2.6 For Bereavement the requirements on each occasion are normally 2 shifts duration only but may be increased in special circumstances, paid at annualised rate provided that proof/supporting documentation is provided.
- 2.7 Payment is only made while there is a genuine expectation the employee will return to their position as determined by the Leave Review Group.
- 2.8 An employee must be prepared to attend the Company Doctor as required by the Leave Review Group, refusal to do so will stop payment.
- 2.9 Employees who do provide appropriate documentation (proof) of absences will be paid at their annualised rate of pay (see Clause 16 Rates of Pay Port Kembla Coal Terminal Limited Enterprise Agreement 2005).
- 2.10 Employees who fail to provide appropriate documentation (proof) of absences will not be paid.
- 2.11 Additional Discretionary Leave may be granted to an employee beyond the 3 months if the parties agree that :
- there is a genuine expectation that the employee will return to his / her position.
 - that this period be no longer than one month before another employee review occurs.
 - there are special circumstances relating to more than one incident (major incapacity).
- 2.12 The decision on whether any discretionary leave is granted or not will be a joint decision made by management and employee representatives (union). This decision will be final and no other process or employee will be able to alter the decision made.

3. SPECIAL LEAVE

3.1 Special leave arrangements are agreed to for the following categories:

- Jury Service
- Defence Reserve
- Emergency Services
- Floods and Natural Disasters

- 3.2 Any leave granted must give consideration to the operational needs of the PKCT as well as the employee's own circumstances.
- 3.3 The following table sets out the number of shifts, the rate of pay applicable and who the leave needs to be authorised by.

SPECIAL LEAVE	DAYS / SHIFTS ALLOWED	RATE OF PAY	AUTHORISED BY
Jury Service	Unlimited as per roster	Annualised Rate	Team
Defence Reserve	2 weeks per calendar year - 10 x 7.06 hours - 7 x 12 hours	Annualised Rate	Team
Emergency Services in the Illawarra and adjoining districts	2 shifts per incident	Annualised Rate	LRG
Floods and Natural Disasters in the Illawarra and adjoining districts	2 shifts per incident	Annualised Rate	LRG

4. JURY SERVICE

- 4.1 Leave granted for rostered shifts only
- 4.2 Upon proof of payment from the Court the Company will deduct this from the employees annualised rate of pay for the period and credit them with the difference.
- 4.3 An employee will be paid at their annualised rate of pay (see Clause 16 Rates of Pay Port Kembla Coal Terminal Limited Enterprise Agreement 2005).
- 4.4 Employees are not entitled to change their shift pattern to become entitled for payment for Jury Service.

5. DEFENCE RESERVE

- 5.1 The Company will allow an employee, who is a member of an approved Defence Reserve Unit, leave of absence to attend to the employee's defence force obligations.
- 5.2 For annual camps of continuous training and for courses of instruction, up to 2 weeks (10 working days) (*ten 7.06 hour shifts or seven twelve hour shifts*) leave per annum may be granted at the appropriate rate .
- 5.3 If an employee doesn't request annual leave, and needs in excess of two weeks (ten working days) per annum, then the Company will assist an employee by paying the difference between the employee at the appropriate rate (without

penalties) and the defence force pay for a maximum of 2 weeks (*ten 7.06 hour shifts or seven twelve hour shifts*).

5.4 An employee will be paid at their annualised rate of pay (see Clause 16 Rates of Pay Port Kembla Coal Terminal Limited Enterprise Agreement 2005).

5.5 Leave is payable if the employee would have worked on the shift or shifts of such leave.

6. EMERGENCY SERVICE

6.1 All employees should advise the Company of any Emergency Organisation in which they participate. To be eligible for special leave the employee must be a bona-fide member of an approved emergency organisation. These include the State Emergency Service and the Volunteer Fire Brigade.

6.2 A maximum of 2 shifts paid leave may be given to an employee for any one incident in the Illawarra and adjoining districts.

6.3 Leave in excess of 2 shifts may be granted.

6.4 An employee will be paid at their annualised rate of pay (see Clause 16 Rates of Pay Port Kembla Coal Terminal Limited Enterprise Agreement 2005).

6.5 Employees will not be able to change their roster pattern to become entitled to leave.

6.6 Leave is payable if the employee would have worked on the shift or shifts of such leave.

6.7 In cases where a disaster or State of Emergency has been declared, additional paid leave may be granted.

7. FLOODS AND NATURAL DISASTERS

7.1 A maximum of 2 shifts paid leave may be given to an employee for any one incident in the Illawarra and adjoining districts.

7.2 Leave in excess of 2 shifts may be granted.

7.3 To be eligible for special leave the employee must satisfy the team and the LRG that floods or other natural disasters prevented him/her from attending work as usual.

7.4 An employee will be paid at their annualised rate of pay (see Clause 16 Rates of Pay Port Kembla Coal Terminal Limited Enterprise Agreement 2005).

7.4 Employees will not be able to change their roster pattern to become entitled to leave.

7.5 Leave is payable if the employee would have worked on the shift or shifts of such leave.

8. SPECIAL LEAVE - WITHOUT PAY

- 8.1 An employee may request special leave without pay due to urgent or unforeseen circumstances if: the employee has no leave entitlements; no other form of leave is appropriate; or a suitable swap cannot be arranged.
- 8.2 Good and sufficient reason for the leave must be shown and the LRG must be satisfied that the employee intends to resume duty with the Company on the expiration of his/her leave.
- 8.3 The granting of special leave without pay is at the discretion of Port Kembla Coal Terminal Ltd.
- 8.4 The employee will not accept other employment during leave without pay, without approval of PKCT.
- 8.5 Annual leave, long service leave and Personal Leave will not accrue during periods of leave without pay, except if the leave is given for reasons of sickness, ill health, approved bona fide union business, or other circumstances as agreed.
- 8.6 Leave without pay is to be granted on the understanding that the right of PKCT to abolish any position on the grounds of redundancy and to terminate the service of the employee should the circumstances so require such absence, will not be affected by the granting of leave.
- 8.8 During leave without pay, Superannuation contributions discontinue with the exception of death and disability coverage only, unless otherwise agreed.

9. ACCRUED PUBLIC HOLIDAY HOURS LEAVE

- 9.1 Employees who work on a public holiday shall, in accordance with Port Kembla Coal Terminal Limited Enterprise Agreement 2005, be entitled to a credit in their public holiday bank of the number of hours worked at the special purpose rate. This may be taken as leave on a date to be agreed.
- 9.2 That date will be as soon as convenient to the Company's needs and preferably within a month after the public holiday which was worked.
- 9.3 The employee has the option, provided there is sufficient dollar value of:
 - taking a shift off at the special purpose rate with no annualised rate paid for that day.

OR

 - taking a day/shift off at the appropriate rate (ie pay the value of funds in the leave bank up to a maximum of the annualised rate for that day.)
 - With either option, the accrued public holiday bank will be reduced by the dollar value of the leave.

- 9.4 An employee's credit that is remaining at the end of November will be paid out to the employee, as a payment within the normal payment of wages for the first full week pay period in December.
- 9.5 Applications for leave must be made on the Application For Leave form and no leave will be granted unless such form has been submitted and approved.
- 9.6 All applications for leave shall be signed by the employee and must be authorised by the team's timekeeper / team coordinator.

As a guide, accrued public holiday hours would normally be requested for when it meets team/plant/operational requirements.

10. MATERNITY / PATERNITY LEAVE

All employees at the Port Kembla Coal Terminal are entitled to access provisions of the New South Wales Industrial Relations Act 1996.

11. WORKERS COMPENSATION

All employees at the Port Kembla Coal Terminal are entitled to access provision of the Workers Compensation Act 1987.

12. ANNUAL LEAVE

- 12.1 Provisions for annual leave will be as per the Annual Holidays Act 1944 (NSW) as at date of registration of this agreement.
- 12.2 All employees with the exception of flexible shiftworkers and flexible dayworkers will be entitled to four weeks annual leave per year with an annual leave loading of 17.5%.
- 12.3 Flexible shiftworkers will be entitled to five weeks annual leave per year at the shift annualised wage rate.
- 12.4 Flexible dayworkers will be entitled to four weeks annual leave per year at the day annualised wage rate.
- 12.5 Public holidays occurring during annual leave shall not be deducted from the annual leave entitlement.
- 12.6 Annual leave must be taken and payment in lieu is not permitted except on termination of employment.
- 12.7 Due consideration should be given to the employees' request, however the overriding consideration for the team is that any leave taken must not jeopardise the operational requirements of PKCT.
- 12.8 Leave may be given in advance but not in excess of the employees pro rata accrual.

- 12.9 Annual leave of less than one weeks' duration may be authorised by the team.
- 12.10 Applications for leave must be made on the Application For Leave form. No leave will be granted unless such form has been submitted and approved.
- 12.11 All applications for leave shall be signed by the employee and must be authorised by the team's timekeeper / team coordinator.
- 12.12 The team will normally require 4 weeks notice to grant leave, but may grant leave at short notice if it is reasonable in the circumstances.
- 12.13 Employees' annual leave entitlements balances will be shown on the employees' pay slip.
- 12.14 Payment for leave may be:
- in advance (two weeks notice required)
 - at the time payment would have been made if the employee was at work

13. LONG SERVICE LEAVE

- 13.1 Provisions for long service leave will be as per the Long Service Leave Act 1955 (NSW) as at date of registration of this agreement.
- 13.2 All employees will become due for long service leave of sixty (60) calendar days on the completion of ten years continuous service. Subsequent entitlements will accrue at the rate of fifteen (15) calendar days leave for each further year of continuous service.
- 13.3 Due consideration should be given to the employees' request, however the overriding consideration for the team is that any leave taken must not jeopardise the operational requirements of PKCT.
- 13.4 Payment in lieu of taking leave is prohibited by the Act, except upon termination.
- 13.5 Leave must be given and taken in periods of not less than one week, and in periods of complete weeks ie 7 calendar days.
- 13.6 When a public holiday occurs during long service leave on a day which would have been an ordinary working day for the employee had he/she not been on leave, a calendar day may be added to the period of leave or added to the employee's Long Service Leave entitlement.
- 13.7 Payment for leave may be:
- in advance (two weeks notice required)
 - at the time payment would have been made if the employee was at work
- 13.8 Employee's Long Service Leave entitlement is paid at the applicable annualised rate. Withdrawals must be in 7 calendar days periods.

- 13.9 Employee's Long Service Leave entitlements will be shown on the employee's pay slip.
- 13.10 As with other types of leave, any Long Service Leave applied for on the Application For Leave Form must be discussed and authorised by the team having regard to the operational requirements of PKCT and the employees own circumstances.

APPENDIX 8

Port Kembla Coal Terminal**Training Agreement****1. PREAMBLE**

This policy relates to Port Kembla Coal Terminal (PKCT) authorised training to allow employees to progress within the appropriate career path or gain other agreed skills or training to maintain competency, provided that the employee's attendance at the training has been approved after consideration of the employee's and PKCT's needs.

2. GENERAL COMMENTS

- (a) Training programmes will, where practical, be conducted within normal time (ie on the shift that you are rostered to work).
- (b) At times it may be necessary for employees to be flexible in the management of their work hours to accommodate training requirements.

Specifically an employee may in order of preference:

- (i) Adjust their rostered working hours by using their respective system of roster flexibility
- (ii) Count Training as additional hours and manage through Variable Employee Rostering Arrangements (VERA), (except TAFE courses).
- (iii) Be paid at Special Purpose Rate for TAFE courses for up to eight (8) hours per week

3. NON TAFE TRAINING

- (a) If a training course is conducted within normal time, then the normal payment will apply and no additional payments will be made.

- (b) If a training course is required to be conducted for less than four (4) hours where practical it will be conducted within normal work hours or will be adjoined to a normal shift (ie either immediately before a shift or after a shift). Where a course is adjoined to a shift then recognition of attendance at the course will be via VERA. There will be no additional payments.
- (c) If a training course is conducted outside normal work time and the course is of four (4) hours duration or more, then recognition of attendance at the course will be via VERA. There will be no additional payments.

4. TAFE TRAINING

- (a) TAFE training is managed through the Approved Student Scheme. Agreed policies in this are attached ie Approved Student, Approved Student Leave and Student Assistance.
- (b) The above will apply unless special arrangements have been mutually agreed by the team to use VERA within normal work time.

5. UNION TRAINING

- (a) The union will be allowed up to five days per year for training for each Union stream (3) - ie total of fifteen days. At the discretion of the Company additional time may be allocated. The 15 days may be allocated by the Union Lodge to each stream on a needs basis.
- (b) Applications for training must be made by the Union in writing to the Company detailing course, course contents, nominated personnel and intended method to release particular employees.
- (c) Course must be employee development course aimed at improving industrial relations and deal with relevant matters (eg WorkCover, OH&S, legislative changes etc) in a positive and responsible manner.
- (d) Attendance at these courses would normally be within normal work time using the appropriate or special agreed flexing arrangements.
- (e) There will be no additional payments.

6. BOOK ALLOWANCE

It is agreed for approved student the book allowance or other ancillary items (eg computer program) applicable to the relevant course will be \$400 for full year courses. For half year courses the allowance will be \$200.

7. TRAINING COMMITTEE

The parties recognise the importance of the training committee and agree to continue to work together in the development of this committee's role.

8. ATTACHMENTS

Please find attached relevant policies relating to this Training Agreement. They are:

Attachment 1	Approved Student
Attachment 2	Approved Student Leave
Attachment 3	Student Assistance

APPROVED STUDENT

POLICY:

- 1.0 PKCT may assist employees undertaking approved training courses which are beneficial to the employee and provide skills that can and will be used on site
- 2.0 Once an employee becomes an approved student, the employee is eligible for Approved Student Leave. Full details of Approved Student Leave may be found in Approved Student Leave policy.
- 3.0 Once an employee becomes an approved student, the employee is eligible for student assistance. Student assistance will be in the form of reimbursement of fees and a book allowance. Full details of Student Assistance may be found in Student Assistance Policy.
- 4.0 An employee will need to apply to become an approved student each year.
- 5.0 An employee will be given approved student assistance with Approved Student Leave provided the assistance does not interfere with the continuity of the operation and no additional costs are incurred to arrange someone to work to cover the employee position while on approved student leave.
- 6.0 When an approved student has an examination that is not conducted within normal class time then an additional half days study leave (ie four hours) may be granted.
- 7.0 Should an approved student fail a course or withdraw from a course then the employee's status will be reviewed with regard to continued assistance.
- 8.0 An employee will not need to become an approved student in order to attend PKCT arranged/sponsored/conducted courses.

PROCEDURE

- 1.0 Applications to become an approved student must be submitted on the standard application form that is then agreed by the team and signed by their team training representative.
- 2.0 The team training representative should accept the application and attach any comment as necessary.
- 3.0 The team training representative shall pass the application to the Training Committee via the Human Resources Manager to consider the application.

Should any special arrangements be made to allow the employee to attend a course, then these arrangements should be recorded in the comments section of the application.

- 4.0 If approved, the application is forwarded by the Human Resources Manager to the Finance Department. The training representative informs his/her timekeeper of the approval.

APPLICATION FOR APPROVED STUDENT

Employee No

--	--	--	--	--

Surname

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

First names

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

I request **renewal / new approval** to participate in the company's approved student scheme. (circle applicable)

The course detailed below will assist me in the performance of my duties as _____ at Port Kembla Coal Terminal.

Course Title: _____

Institution: _____

Course Duration: _____ weeks, from _____ to _____

Day	Start Time	Finish Time	Duration of Face to Face Teaching Hours

I request assistance by the company allowing study leave on:

Day	Start Time	Finish Time	Duration of Face to Face Teaching Hours

Signed: _____ Date: _____

Team Training Rep: _____ Date: _____

Manager: _____ Date: _____

APPROVED STUDENT LEAVE POLICY:

- 1.0 An employee who is an Approved Student will be eligible for Approved Student Leave. Approved Student Leave covers approved leave of absence during ordinary work hours and attendance at approved course lectures outside working times.
- 2.0 Approved Student Leave will be granted to attend approved course lectures and tutorials inside or outside ordinary work times.
- 3.0 The amount of Approved Student Leave granted will be the face to face approved course lecture/tutorial time up to a maximum of 9 hours per week.
- 4.0 A flexible dayworker applying for Approved Student Leave should endeavour to attend lectures outside their ordinary work hours.
- 5.0 If the approved course lecture/tutorial is during ordinary work hours then the Approved Student will be paid as normal at the appropriate rate.
- 6.0 If the approved course lecture is outside ordinary work hours then the Approved Student will be paid at the Special Purpose Rate in addition to the normal hours of pay.
- 7.0 Approved Student Leave will not normally be permitted when it is necessary for PKCT to arrange someone to work additional hours to cover the employee position while on Approved Student Leave and PKCT incurs additional costs (ie Flexible Shiftworkers should endeavour to attend lectures outside ordinary hours). For Flexible Shiftworkers if lectures cannot be attended outside ordinary hours, then subject to team requirement Flexible Shiftworkers may need to make special arrangements (VERA).
- 8.0 In weeks where there are no lectures held, no Approved Student Leave will be granted and the employee is required to attend work normally.
- 9.0 Where an employee is taking Approved Student Leave during ordinary hours of work to attend a course lecture/tutorial then the employee will be granted an additional 15 minutes to travel to the course and a further 15 minutes if returning to work.
- 10.0 Additional Approved Student Leave will be provided to attend an Approved Course examination where the examination occurs outside the normal lecture times.
- 11.0 Where Approved Course examinations occur in the morning, afternoon or evening of a normal ordinary day then an additional 4 hours paid leave may be granted immediately prior to the examination for study purposes.

- 12.0 The Approved Student will be required advise their Timekeeper of attendance at course lectures

STUDENT ASSISTANCE

POLICY:

- 1.0 An employee who is an approved student will be eligible for Student Assistance.
- 2.0 A book allowance of up to \$400 per annum for a full year of study will be reimbursed to a student. Where the period of study is only half a year then the book allowance will be \$200.
- 3.0 The book allowance will be reimbursed at the completion of a semester and/or year when the student shows:
- 3.1 The book is a prescribed text for the course
 - 3.2 The actual receipt for the purchase of the book and
 - 3.3 Proof of successful completion of the course or full stage of a course
- 4.0 The course fees will be reimbursed at the completion of a semester and/or year when the student shows:
- 4.1 The actual receipt for the course fees
 - 4.2 Proof of successful completion of the course or full stage of the course
- 5.0 Where a student fails or withdraws from a course or stage of a course or part of a stage of a course then there will be no reimbursement of fees or book allowance.
- 6.0 Once a claim is approved payment will be made in the employees next pay as a non-taxed allowance.

PROCEDURE

- 1.0 An eligible employee will submit to the timekeeper the appropriate claim form together with the appropriate accounts and required proof.
- 2.0 The timekeeper will accept and endorse the claim form and pass it on to the Human Resources Manager to endorse and approve the reimbursement provided the employee is eligible for the reimbursement.

- 3.0 The Human Resources Manager will pass the claim onto the Finance Department.
- 4.0 The Finance Department will make the reimbursement in the employee's next pay.

REIMBURSEMENT FOR APPROVED STUDENT - FEES & BOOK ALLOWANCE

NAME: _____

EMPLOYEE NO: _____

CLASSIFICATION: _____

DATE: _____

I have successfully completed the course below, under the Company's Approved Student scheme.

Course Title: _____

I request reimbursement of my course fee of \$_____

I also request reimbursement of the cost of the following text books which I was required to purchase for the above course.

Book Title	Subject Required for	Cost
_____	_____	\$_____
_____	_____	\$_____
_____	_____	\$_____
_____	_____	\$_____

Total Reimbursement

\$_____

Receipts along with proof of requirement for a text and proof of successful completion of course are attached

Declaration

I _____ of (address) _____ declare

that these expenses were incurred by me during

(dates) _____ for the purpose of undertaking an approved training course.

Signature _____ Date _____

Approval 1: Team Training Rep _____ Date _____

Approval 2: Manager _____ Date _____

Paid: Payroll Administrator _____ Date _____

APPENDIX 9

Port Kembla Coal Terminal**Management Of Discipline Policy****POLICY**

All employees at PKCT will take responsibility to ensure that this agreed policy, other Company policies, workplace rules and procedures established to ensure the safe, efficient and smooth operation of the business are observed and complied with.

PKCT Management shall ensure that all employees are fully aware of and clearly understand this agreed policy, other Company policies, workplace rules and procedures.

The guidelines below are designed to ensure a fair and consistent approach to the managing of this agreed policy, other Company policies, workplace rules and procedures.

The aim is to recognise and encourage desirable behaviour and to recognise and discourage undesirable behaviour.

DEFINITIONS

- Employee - all those who work at PKCT
- Management Representative - will be the employee's Manager and / or another member of the PKCT Management Team.

GUIDELINES**1. Recognition of Good Performance**

Good conduct/performance records will be formally recognised. Recognition can take the form of verbal acknowledgment or written commendations on the employee's personal file.

Improved performance by employees who have been disciplined will also be recognised. Documents placed on an employee's file regarding a disciplinary matter may be removed from the file after a demonstrated period of good performance.

2. Maintenance of personal files

As indicated in the procedures below, written records of formal discussions will be placed on the employee's personal file. The nominated Manager is responsible for maintaining the personal files.

3. Access to an employee's personal files

Employees may access their personal file at any stage. The nominated Manager can arrange access to a personal file at a time mutually acceptable.

4. Documentation

A copy of any documentation to be placed on an employee's file under this policy will be made available to the employee on request.

5. Investigation of facts

In deciding the most appropriate corrective action the team and the Team Coordinator must investigate the incident and treat each on its merits. He/she should obtain all of the facts surrounding the incident and then consider :

- employee's prior conduct/performance record
- length of service
- period of time since last incident
- past practice
- cause and effect of the incident
- any mitigating circumstances

6. Representation

All parties are entitled to a witness/advocate during disciplinary discussions.

7. Counselling

As specified in the procedures that follow, employees should be made aware of the availability of counselling through the Employee Assistance Program.

Provision of effective counselling is the domain of professionally qualified counsellors and must not be attempted by PKCT personnel.

8. Corrective action

In taking corrective action, the following procedures for the handling of poor work performance or behaviour are to be used as a guide and care should be exercised in their application. It may even be appropriate to repeat some of the steps in particular circumstances.

PROCEDURES

The aim is to recognise and encourage desirable behaviour and to recognise and discourage undesirable behaviour. Such behaviours include:

- VERA misuse
- Lack of commitment to Team system
- Job completion, not cleaning up after yourself
- Refusal to use skills or accept task allocation
- Making unfounded accusations within teams and from team to team
- Hot seat changes, lack of co-operation
- Failure to cross train
- Attitude, neglect and abuse of PKCT equipment
- Theft, leakage & waste
- Non compliance with Policies
- Accepting responsibilities (*"not my problem, it's management's"*)

If non-performance issues such as those listed above eventuate they should be dealt with as they occur by team members. However, should they cause problems too large to be handled by an individual or team, then the Team Management Committee (TMC) will assist in resolving them. This Committee is designed to support the Team in addressing non performance issues and eliminate the need for relying on individual team representatives in the Team to do this.

This process is a precursor to the mandatory first step of the PKCT Discipline Policy.

The TMC will consist of, but not be limited to, three of the following, the team Union Executive member, the Delegates, the Coordinator, and the timekeeper.

The TMC should ask at the beginning of this process, if a witness/advocate is required. The witness/advocate may be a union delegate if the employee so chooses.

The TMC will have the authority to take disciplinary action if necessary e.g: adjust timesheets. Two signatures will be required to authorise such action, one signatory will be the timekeeper, and the second will be either the delegate or union executive member.

The TMC's role is to manage and record all issues pertaining to team performance using the following processes. The process steps in each instance are to be recorded by the nominated TMC representative in the Team Diary.

The Team rather than individual team representatives drive the process of identifying and dealing with non-performance. This is in keeping with the philosophy that the team, as a whole, is responsible for the performance of work, and individuals are accountable to the team for their part in the overall performance

In cases where the team identifies an incident of non-performance, the team recognises that non-performance could be caused by:

- Lack of awareness by the individual that their performance is sub-standard.
- Lack of skills.
- Poor application to the task by the individual.
- Inadequate team systems to enable the individual to perform.

The individual is to be given every opportunity to improve his/her performance by a combination of progressive notifications, warnings, and the opportunity to access training, counselling and a problem solving approach.

Non performance means, but is not limited to:

- Declining to do a requested job when you have the time and skills (ie: bludging on your mates)
- Leaving the site without permission or not having filled in the required documentation. (ie: VERA/leave form)
- Breaching PKCT Policies (i.e: Alcohol { *see Note 2*}, EEO policies)
- Not following Operational Procedures (i.e.: Stacker, Reclaimer set up)
- Dangerous Work Practices (i.e.: Isolation, Danger Tags { *see Note 1*})
- Abuse of Purchasing authority (i.e: Exceeding limits)

Non Performance highlighted from within the team

When cases of possible non-performance are identified and are unable to be resolved at an individual level, the team is to follow the three step process outlined below (Team Level Process). Serious and deliberate misconduct is to be dealt with via the Formal Disciplinary Process.

Non-performance identified by people outside the team

The process for dealing with non Performance identified by people outside the Team (eg: by other Teams, by Customers, by Managers) is as follows:

- Teams, or individuals wishing to provide feedback to other work teams may do so at the Co-ordinators Meeting.
- For urgent matters this should be raised with the Team's TMC.

Issues raised by either of the above steps which remain unresolved, shall be progressed by the three step process outlined below.

TEAM LEVEL PROCESS FOR DEALING WITH NON-PERFORMANCE

Step 1 – Team Meeting-Warning

The non performance issue raised either by an individual in the Team or the whole Team is to be discussed at a team meeting chaired by the delegate, co-delegate, or union Executive member, as agreed by the team and attended by the person or persons concerned. The team determines the cause of the non-performance. If the cause is attributed to an individual then the person is cautioned to improve to the prescribed standard. This occurs only after all other avenues have failed, eg. training, counselling, coaching, system change, etc.

Step 2- Team Management Committee – Warning or Preliminary Disciplinary Action

At the next occurrence of non-performance, the TMC will meet and issue an appropriate warning or take other disciplinary action. Eg. VERA/leave forms being filled in for periods of absence or non-performance.

Step 3- Formal Disciplinary Process (i.e. Mandatory First Step)

Further occurrences are dealt with via the Formal Disciplinary Process. Eg. The individual being placed on a flat 38 hour, Monday to Friday day work for a fixed period and paid accordingly, or progressed through the Stand Down Policy.

In the case where the non-performance is caused by an individual being required to perform tasks at a level of accreditation to which they are accredited and are unable to perform, an alternative to discipline is required eg re-training.

FORMAL DISCIPLINARY PROCESS FOR DEALING WITH NON PERFORMANCE

1. **Mandatory First Step - Informal Discussion**

In determining the most appropriate corrective action, management's representative shall investigate the incident by conducting discussions, and shall treat the incident on its merits. Where this action is being followed, the employee can involve a witness/advocate if the employee so desires.

Management's representative, given all the facts, shall then determine whether any further action is required and, if so, which of the following options is most appropriate for the situation.

Option 1 – Formal Discussion

Should there be a disciplinary problem with an employee, management's representative shall conduct a formal discussion with the employee.

Management's representative should :

- ask at the beginning of the interview, if a witness/advocate is required. The witness/advocate may be a union delegate if the employee so chooses.
- attempt to discover the real reason for the poor performance or misconduct.
- explain this agreed policy, the other relevant Company policies, workplace rules and procedures and what is expected and required of the employee in complying with the policy/rules/procedures.
- clearly define the areas where improvement is required.
- seek the employee's assurance to take agreed steps to improve his/her performance or behaviour.

- make the employee aware of the possible consequences should there be no genuine attempt to improve.
- make the employee aware of the availability of counselling through the Employee Assistance Program.
- using Attachment A, have the employee sign off acknowledging that the document is an accurate summary of the discussion, the warning and the agreed performance measures. Should the employee refuse to sign, the management's representative should make a note to that effect on the Attachment.

On completion of the interview, management's representative should ensure that an accurate record of the interview and agreed performance measures is placed on the employee's file. A copy of the information should be made available to the employee.

Where the employee has taken the agreed steps to improve and has not progressed to the next disciplinary option within 6 months, the records relating to the issue will be removed from the employee's personal file.

Option 2 – First Warning

If the employee has not made a genuine attempt to improve his/her work performance/behaviour, management's representative shall have a formal discussion with the employee.

Management's representative should :

- ask at the beginning of the interview, if a witness/advocate is required. The witness/advocate may be a union delegate if the employee so chooses.
- explain this agreed policy, the other relevant Company policies, workplace rules and procedures and what is expected and required of the employee in complying with the policy/rules/procedures.
- clearly define the areas where improvement is required.
- seek the employee's assurance to take agreed steps to improve his/her performance or behaviour.
- make the employee aware of the possible consequences should there be no genuine attempt to improve.

- where appropriate agree a date to review the employee's progress against the agreed performance measures.
- issue a warning to the employee that, should work performance or behaviour not improve within an agreed time, further corrective action may be taken.
- make the employee aware of the availability of counselling through the Employee Assistance Program.
- using Attachment A, have the employee sign off acknowledging that the document is an accurate summary of the discussion, the warning and the agreed performance measures. Should the employee refuse to sign, the management's representative should make a note to that effect on the Attachment.

On completion of the interview, management's representative should ensure that an accurate record of the interview and agreed performance measures is placed on the employee's file. A copy of the information should be made available to the employee.

Where the employee has taken the agreed steps to improve and has not progressed to the next disciplinary option within 12 months, the records relating to the issue will be removed from the employee's personal file.

Option 3 - Second Warning

If the employee has still not made a genuine attempt to improve his/her work performance/behaviour, management's representative should review the employee's work history and any previous formal discussion or warning interviews and then shall have a formal discussion with the employee.

Management's representative should :

- ask at the beginning of the interview, if a witness/advocate is required. The witness/advocate may be a union delegate if the employee so chooses.
- once again explain this agreed policy, the other relevant Company policies, workplace rules and procedures and what is expected and required of the employee in complying with the policy/rules/procedures.
- clearly define the areas where improvement is required.

- seek the employee's assurance to take agreed steps to improve his/her performance or behaviour.
- make the employee aware of the possible consequences should there be no genuine attempt to improve.
- where appropriate, agree a date to review the employee's progress against the agreed performance measures.
- issue a second warning to the employee that, should work performance or behaviour not improve within an agreed time, further corrective action may be taken.
- make the employee aware of the availability of counselling through the Employee Assistance Program.
- using Attachment A, have the employee sign off acknowledging that the document is an accurate summary of the discussion, the warning and the agreed performance measures. Should the employee refuse to sign, the management's representative should make a note to that effect on the Attachment.

On completion of the interview, management's representative should ensure that an accurate record of the interview and agreed performance measures is on the employee's file. A copy of the information should be made available to the employee.

Where the employee has taken the agreed steps to improve and has not progressed to the next disciplinary option within 18 months, the records relating to the issue will be removed from the employee's personal file.

Option 4 – Final Warning

If there is continued poor performance through the employee making no genuine attempt to improve the team and the Team Coordinator shall arrange for the employee to be interviewed by the Manager /General Manager.

When the Manager conducts the interview, where ever possible every endeavour will be made to involve the relevant parties involved in previous related disciplinary discussions.

The Manager after reviewing the employee's work history and any previous formal discussions or warning interviews should conduct the discussion.

- ask at the beginning of the interview, if a witness/advocate is required. The witness/advocate may be a union delegate if the employee so chooses.
- once again, explain this agreed policy, the other relevant Company policies, workplace rules and procedures and what is expected and required of the employee in complying with the policy/rules/procedures.
- clearly define the areas where improvement is required.
- seek the employee's assurance to take agreed steps to improve his/her performance or behaviour.
- make it clear that continuation of the unsatisfactory work performance or behaviour will result in serious disciplinary action.
- where appropriate, agree a date to review the employee's progress against the agreed performance measures.
- issue a final warning to the employee that should work performance or behaviour not improve within an agreed time, further corrective action may be taken. (See Attachment B)
- make the employee aware of the availability of counselling through the Employee Assistance Program.
- using Attachment A, have the employee sign off acknowledging that the document is an accurate summary of the discussion, the warning and the agreed performance measures. Should the employee refuse to sign,

the management's representative should make a note to that effect on the Attachment.

On completion of the interview, management's representative should ensure that an accurate record of the interview, the final warning and agreed performance measures is placed on the employee's file. A copy of the information should be made available to the employee. The Manager should also advise the employee's union delegate of the final warning.

Where the employee has taken the agreed steps to improve and has not progressed to the next disciplinary option within 24 months, the employee may then put a case to management to have the records relating to the issue removed from the employee's personal file. The employee may obtain the assistance of an advocate if he/she so chooses.

Consideration will be given to the employee's case and if approved by management, the subject records will be removed from the employee's personal file.

Option 5 - Stand Down/Dismissal

If there is continued poor performance through the employee making no genuine attempt to improve or there has been an incident of serious misconduct eg. stealing, repeated refusal to carry out reasonable instructions, endangering the safety of employees (*see Note 1*), physical assault on fellow employees, falsifying time sheets or doctors certificates, consuming alcohol or drugs at work or attending work under the influence of either (*see Note 2*), insubordination, vandalism or abuse, the employee shall be interviewed by the Manager/General Manager.

(Note 1 Any deliberations relating to Safety Breaches are to be made in line with the agreed PKCT Safety Manual)

(Note 2 Any deliberations relating to the use of drugs and alcohol or attending work under the influence need to be made in line with the agreed PKCT Drug and Alcohol Policy)

In these serious situations where all other disciplinary processes have been exhausted or are not appropriate the Stand Down Clause from the Port Kembla Coal Terminal Award shall be followed. The Clause is repeated from the award below.

STAND DOWN CLAUSE

- (i) Subject to the provisions of this clause, the Company shall have the right to stand down an employee for refusal of duty, malingering, inefficiency, neglect of duty or wilful misconduct on the part of the employee and to deduct payment for any day, or portion of a day during which the employee is so stood down. (Refer to the Management of Discipline Policy)
- (ii) The only Company officers authorised to stand employees down or aside shall be the General Manager or relevant Manager in conjunction with the relevant work Team representatives.
- (iii) Where an Employee has been Stood Aside for any length of time, an adequate investigation of the alleged offence shall be carried out as soon as practicable by the General Manager or his/her nominee, and any resultant determination shall include reasons. The investigation Team shall comprise relevant management, Team or Site Union representatives.
- (iv) The Employee shall be given every opportunity to state his/her position and may be represented by a Union lodge officer, senior delegate or advocate of their choice as appropriate.
- (v) The president of the lodge of the Union or senior delegate of the Union or his/her nominee shall be entitled to attend any investigation of the circumstances of the alleged offence.
- (vi) During the period of being Stood Aside and during the investigation, the Employee shall continue to be paid as per his/her normal roster.
- (vii) Where the determination of the investigation results in dismissal of an Employee who has been Stood Aside, payment made in (vi) above may be deducted from any final settlement.
- (viii) Where the determination of the investigation does not result in dismissal and does not result in the exoneration of the Employee who has been Stood Aside, PKCT may deduct payment made in (vi) above from future wages of that Employee.
- (ix) The determination of the investigation of an Employee who is Stood Aside may result in the Employee being Stood Down without pay for a specified period of time as a result of his/her misconduct.

- (x) Where the determination of the investigation results in the exoneration of the Employee, that Employee shall resume duty according to the roster and without any loss of entitlements.
- (xii) In all cases, PKCT will where ever possible conduct the appropriate investigation and make a determination prior to the commencement of the Employee's next normal working shift.
- (xii) Where the outcome of the investigation results in a determination to award a penalty against the Employee, (as outlined in (vii), (viii) or (ix) above), the affected parties will be afforded the opportunity to make representations in the form of an appeal to the BDG. Should the Parties be dissatisfied with the outcome of the appeal he/she may take action outlined in (xiii) below.
- (xiii) Any dispute over the provisions of this clause or its application will be progressed in accordance with Clause 23 - Dispute Settlement Procedure. For the purposes of this Stand Down Clause the status quo referred to in the Dispute Settlement Procedure shall be the determination made by PKCT as a result of the investigation under this clause 13
(i.e. dismissal, Stand Down or return to work).

Where this clause results in the termination of the employee the following documentation should be made available to the employee :

- Written confirmation of the termination must be provided at the time the termination takes place. See Attached C for an example.
- A certificate of employment, detailing only date/period of service and nature of work performed during that period. (Provided on request)
- Written reason(s) for termination. See Attachment D for an example. (Provided on request)

Where the employee has taken the agreed steps to improve and has not progressed to the next disciplinary option within 5 years, the employee may then put a case to management to have the records relating to the stand down issue removed from the employee's personal file. The employee may obtain the assistance of an advocate if he/she so chooses.

Consideration will be given to the employee's case and if approved by management, the subject records will be removed from the employee's personal file.

Attachment "A"

**PORT KEMBLA COAL TERMINAL
REPORT OF DISCIPLINARY INCIDENT**

Date :

Name of interviewer :

Name of employee being interviewed :

Name of employee's witness:

Name of Company witness :

1. Outline of the situation

Attachment "A"

2. Description of interview

3. Outline counselling or warnings given.

Attachment "A"

4. Outline any explanations/commitments/undertakings given.

5. Outline agreed follow-up action(s).

Attachment "A"

6. Employees comments.

This document is signed by the parties to acknowledge that it contains an accurate summary of disciplinary discussion and that both parties agree with the improvement actions.

Signature of interviewer _____

Signature of employee _____

Signature of witness(es) _____

Date _____

Attachment 'B'

PORT KEMBLA COAL TERMINAL

FINAL WARNING

Employee's Name : _____

This is advise that this is your final warning. This warning is given with regard to :

Previous disciplinary action taken with regard to this issue include :

Repetition or failure to improve may result in your dismissal for :

Improvements required :

Employee's Signature : _____

Manager Issuing Warning : _____
Name Signature

Witness(es) : _____
Name Signature

Name Signature

Date : _____

Attachment 'C'

**PORT KEMBLA COAL TERMINAL
WRITTEN ADVICE OF TERMINATION
(Example only)**

1st March 2000

Mr J Citizen
10 Smith Street
JONESVILLE

Dear Mr Citizen,

TERMINATION OF EMPLOYMENT - SERIOUS MISCONDUCT

This is to confirm that your employment with this Company has been terminated, without notice, as from 2.00pm on 1st March, 2000, due to serious misconduct.

Yours faithfully,

A Browne
Manager

Attachment 'D'

**PORT KEMBLA COAL TERMINAL
REASONS FOR TERMINATION ADVICE
(Example only)**

1st March 2000

Mr J Citizen
10 Smith Street
JONESVILLE

Dear Mr Citizen,

REASON FOR TERMINATION

This letter is in response to your request of 1st March, 2000, following the termination of your employment with this Company on that same day.

It was reported that at 3.30pm on Monday, 28 February, 2000 you were found leaving the Company's premises with five (5) electric power tools belonging to the Company in your carry bag.

Having investigated the facts and circumstances of this incident, including an interview with yourself at which time you were given the opportunity to explain your actions, the Company was of the view that you were attempting to unlawfully remove the power tools.

As such actions constitute serious misconduct, your employment was terminated without notice as of 1st March, 2000.

Yours faithfully,

A Browne
Manager

Port Kembla Coal Terminal Superannuation

Contributory members will contribute a minimum of 8.00% of superannuable salary to the Fund and PKCT will contribute 1.75 times this amount or 14.00% plus an additional 3%.

Contributory members may also elect to contribute a further 2.00% for any consecutive six year period (this has been referred to as "flexing" in previous agreements). Accordingly, this becomes a 10.00% member contribution and PKCT will contribute 1.75 times this amount of 17.50% plus an additional 3.00%.

Pursuant to the 1997 Enterprise Agreement all member contributions became deductible from pre-tax earnings which means all superannuation contributions are now employer contributions.

In order that the above member contributions are matched the pre-tax deduction rates are 9.41% to meet the 8.00% and 11.46% to meet the 10.00%.

Should the employee wish to make any additional contributions via salary sacrifice PKCT will not make further contributions as a result of these additional contributions by the employee.