

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA99/15

TITLE: Port Kembla Port Corporation 1998 - 2001 Enterprise Agreement

I.R.C. NO: 98/6395

DATE APPROVED/COMMENCEMENT: 14 December 1998

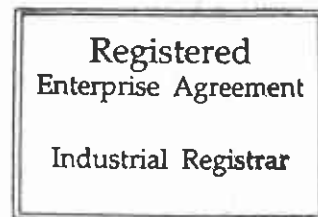
TERM: 30 June 2001

**NEW AGREEMENT OR
VARIATION:** New Replaces EA96/295

GAZETTAL REFERENCE:

DATE TERMINATED:

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COVERAGE/DESCRIPTION OF

EMPLOYEES: Applies to all employees engaged by Port Kembla Port Corporation, with the exception of the Chief Executive Officer and employees occupying positions above Maritime Officer Level 9, Branch Managers and Employees covered by the Port Kembla Port Corporation Assistant Harbour Master/Marine Pilots Enterprise Agreement 1997

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



PORT KEMBLA PORT CORPORATION

1998 - 2001 ENTERPRISE AGREEMENT

Registered
Enterprise Agreement

Industrial Registrar

VISION

The PKPC sees the Port of Port Kembla by the year 2010 as a thriving, diversified regional Port that provides balanced facilities giving competitive advantage to a wide range of customers.

MISSION

PKPC will actively facilitate trade growth while providing commercial returns to shareholders, economic benefits to the Region and due consideration to the environment.

VALUES

Our values are:-

- ✦ Continual improvement in everything we do.
- ✦ Customer focus
- ✦ Working as a team with shared vision and values.
- ✦ Open and honest communication.
- ✦ Fair and equitable treatment of each other.
- ✦ Environmental care.

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APPENDIX 1

1. TITLE

- 1.1 This Agreement shall be known as the Port Kembla Port Corporation 1998/2001 Enterprise Agreement.
- 1.2 The terms of this Agreement shall apply to all employees engaged by the Port Kembla Port Corporation under the Ports Corporatisation and Waterways Management Act 1995, with the exception of the Chief Executive Officer and employees occupying positions above Maritime Officer Level 9, Branch Managers and Employees covered by the Port Kembla Port Corporation Assistant Harbour Master/Marine Pilots Enterprise Agreement 1997.

2. PARTIES BOUND

The parties bound by this Agreement are:

- * Port Kembla Port Corporation and its Employees
- * Australian Maritime Officers Union of New South Wales
- * Association of Professional Engineers, Scientists and Managers, Australia (NSW Branch).
- * Seamen's Union of Australia (NSW Branch)
- * Australian Services Union New South Wales

who are referred to throughout this Agreement as Parties.

3. AWARDS AND AGREEMENTS REPLACED

The parties having reviewed the existing awards and agreements applying to the Port Kembla Port Corporation have determined:

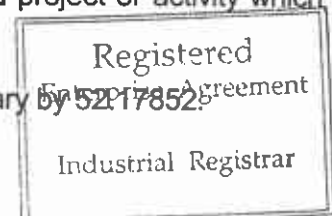


- 3.1 An agreement shall be reached by the parties not later than 31 August 1998 on a proposed award which will comply with the allowable matters provision of the Workplace Relations Act 1996.
- 3.2 This document on the allowable matters shall become a consent award, in identical terms, in the Australian Industrial Relations Commission and the Industrial Relations Commission of New South Wales.
- 3.3 It is the intention of the parties to have the Port Kembla Port Corporation Enterprise Agreement 1998-2001 registered in the Industrial Relations Commission of New South Wales.
- 3.4 It is the intention of the parties to progressively have set aside, all awards or agreements currently in force except for multi-employer awards where the Port Kembla Port Corporation shall be deleted as a party.

4. DEFINITIONS

- 4.1 "Business Unit" shall mean a section branch, or, line of business of the Port Kembla Port Corporation as appropriate.

- 4.2 "Casual Employee" shall mean any employee engaged on an irregular day-to-day basis on hourly hire.
- 4.3 "Day Worker" shall mean any employee who is not engaged in shift work.
- 4.4 "Employee" shall mean any persons engaged by the Port Kembla Port Corporation on a full time, casual, temporary or part-time basis, under the Ports Corporatisation and Waterways Management Act, 1995 (PC&WM ACT) but does not include any person who resigned or whose services were terminated prior to the date of operation of this Agreement.
- 4.5 "Employer" shall mean the Port Kembla Port Corporation.
- 4.6 "Full-Time Employee" shall mean any employee engaged on a regular basis for the full contract hours of this Agreement.
- 4.7 "Hourly Rate" shall be calculated by dividing the weekly rate by 35 for 35-hour week employees and 38 hours for those employed on a 38-hour week basis.
- 4.8 "Part-Time Employee" shall mean any employee engaged for set regular hours that are less than the full contract hours of this Agreement.
- 4.9 "PC and WM ACT" shall mean the Ports Corporatisation and Waterways Management Act, 1995.
- 4.10 Personal Salary shall mean any salary determined by the process of job evaluation or for those employees, who as a result of the transition from awards to the enterprise agreement, the rate which resulted from interpolation or as a result of redeployment or transfer which resulted from that transition.
- 4.11 "PKPC" shall mean the Port Kembla Port Corporation
- 4.12 "Shift Worker" falls into two categories, which are defined as follows: -
- 4.12.1 "Continuous Shift Work" shall mean continuous work carried out according to a continuous shift process with consecutive shifts of employees over a twenty-four hour period for at least six consecutive days.
- 4.12.2 "Other Than Continuous Shift Work" shall mean shift work not carried out as continuous shift work as defined in this Agreement.
- 4.13 "Temporary Employee" shall mean any employee engaged in a position for a nominated period of more than one day, or for the duration of a nominated project or activity which is limited in time.
- 4.14 "Weekly Rate" shall be calculated by dividing the annualised salary by 52.17852.



5. OBJECTIVES OF THIS AGREEMENT

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

The agreement aims to provide benefits to:

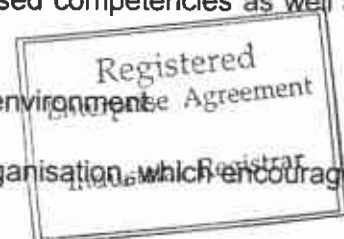
Customers through the delivery of safe, reliable, on time shipping services and accurate and timely administrative support.

Employees	through the provision of employment benefits that reflect their contribution to the business.
The Corporation	through achieving the goals of the Business Plan and thus ongoing commercial viability.

Structural Efficiency and Cultural Reform have been the thrust of the 1993 and 1996 Enterprise Agreements. In that time significant gains have been achieved by the employees and the Corporation.

The substantive change processes are now complete, therefore, effort will be directed to maintaining and consolidating the team contribution.

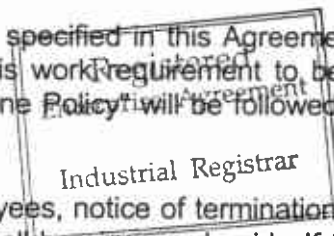
- 5.2 It is the intention of the Parties that this Agreement provide a means for the achievement of quality performance for the organisation and quality employment for the PKPC workforce.
- 5.3 It is PKPC's aim to be recognised as a model employer. As a model employer we will have a workforce which is highly successful and committed. It encourages learning, practicing continuous improvement, is commercially successful and responsive to the needs of its people and customers. The Parties agree to work towards creating an environment in which people want to work and which provides them with development opportunities and fair rewards.
- 5.4 The Parties agree that these objectives will be pursued by the setting of productivity targets and the introduction of operational procedures and conditions of employment in an environment which will provide a sound basis for achievement of the PKPC goals.
- 5.5 This involves continuation of processes commenced in the 1993 and 1996 Enterprise Agreements including: -
- * A changed style of management from directive to participative.
 - * Jobs designed in a holistic manner to provide more satisfaction for the employee and a capacity to provide better client service.
 - * Encouragement of employee involvement in running their part of the business by developing team working arrangements, development of team skills and empowerment of teams to maximise their contribution to improved performance, work satisfaction and continuous improvement.
 - * Training and career development involving team based competencies as well as individual competencies.
 - * Ensuring a safe, healthy and harassment free work environment.
- 5.6 The Parties are committed to continuing development of an organisation which encourages consultation, cooperation and participation in the workplace.
- 5.7 A theme and fundamental feature of this Agreement is the continued improvement of methods of work organisation which will eliminate demarcations and increase the functional flexibility of the workforce.



- 5.8 Functional flexibility is the ability of the organisation to deploy and utilise the workforce in the most efficient manner. Measures relating to functional flexibility include, but are not limited to,
- * the broadening and redesign of jobs to encompass a wider range of duties,
 - * multiskilling,
 - * a team work approach (where appropriate),
 - * process redesign,
 - * improved communication, and
 - * employee commitment and involvement.
- 5.9 The Parties agree and are committed to the continuation of measures which may be required to improve performance, efficiency and productivity whereby all employees will undertake duties which are within the range of their skill, competence, training and experience.
- 5.10 The Parties acknowledge that as a result of the flatter organisation structure and the need for work teams to assume a greater responsibility for quality control, employees shall take all necessary steps to ensure that the quality, accuracy, timeliness and completion of any task is in accordance with the spirit and intention of this Agreement.
- 5.11 The Parties agree that all employees will be encouraged and assisted to reach the highest level personally attainable consistent with the needs of the PKPC. A new employee shall become competent in, and undertake as required appropriate lower level competencies to ensure full flexibility.

6. CONTRACT OF EMPLOYMENT

- 6.1 The ordinary hours of work shall be calculated on the basis of a 5-day week. Full-time and part-time employment shall be by the fortnight. Payment of salaries will be paid fortnightly by electronic funds transfer into a bank or other approved financial institution.
- Casual employment shall be for the current period of hiring which may be set at a week, a day or an hour. The period of hire and the method for payment shall be clearly stated at the time of engaging casual labour.
- 6.2 The Parties agree that work will continue to be performed as specified in this Agreement. The PKPC will consider any unreasonable failure to meet this work requirement to be a refusal to perform duties and the currently titled "MSB Discipline Policy" will be followed in such instances.
- 6.3 With the exception of casual employees and temporary employees, notice of termination of employment of a fortnight by an employee or the employer shall be given and paid. If the notice is worked out, the remuneration, which would normally apply, will be paid.
- 6.4 Notwithstanding anything contained in this clause, the PKPC will have the right to dismiss any employee for misconduct or neglect of duty and, in such cases, salary will only be paid up to the time of dismissal.



- 6.5 If an employee has given notice or the PKPC has given notice to an employee and the employee is absent from work during the period of notice, unless on approved leave, the employee will be deemed to have abandoned their employment. In such cases the PKPC will have the right to terminate the contract of employment from the last day worked.
- 6.6 All employees are bound by the currently titled, Port Kembla Port Corporation Code of Conduct.
- 6.7 Temporary employment shall have the same benefits and conditions as full time or part time employment except that the contract shall be for a specific period. The contract may be extended by the employer; however, any such extension shall not confer on the employee any right or expectation of continuing employment beyond the period of the current contract.
- 6.8 Part-time employment - part-time employees shall be employed for a guaranteed minimum period of no less than 20% of the contract hours of a full time position. All leave accruals and separation entitlements of part-time employees shall be calculated and paid on a pro-rata basis of the full-time position at the full-time rate of pay.
- 6.9 Casual employment - a casual employee for working ordinary time shall be paid by the hour for the work performed plus 20% to cover Sick Leave, Annual Leave, and Public Holidays.
- 6.10 On termination employees are required to return all property belonging to Port Kembla Port Corporation. Each item on loan to an employee will be identified at time of issue and the employee will be responsible for ensuring that those items are returned prior to the employee leaving the service of Port Kembla Port Corporation. Employees may be required to compensate Port Kembla Port Corporation for property which is not returned.

7. REMUNERATION

7.1 Structure

The remuneration structure and rates of pay (in Clause 7), as adjusted from time to time, will take effect from the date of registration. The structure represents a 3% increase over that which applied immediately prior to this Agreement. Employees covered by this Agreement at the date of registration will be paid the rate of pay in accordance with Clause 7 on and from the first pay period following the (date of signing).

		A	D
Maritime Officer	Level 1	25,786	28,216
Maritime Officer	Level 2	32,759	34,306
Maritime Officer	Level 3	36,885	38,625
Maritime Officer	Level 4	41,527	43,485
Maritime Officer	Level 5	46,746	48,951
Maritime Officer	Level 6	52,626	55,105
Maritime Officer	Level 7	59,237	62,025
Maritime Officer	Level 8	66,673	69,810
Maritime Officer	Level 9	75,039	77,903

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7.2 Remuneration Increases

Economic Adjustments shall apply as follows: -

- ❖ 3% effective from the first pay period after 30 June 1999
- ❖ 3% effective from the first pay period after 30 June 2000

These increases will apply to allowances specified in this Clause.

7.3 Operation of the Structure

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

7.3.2 Severance payments and overtime are to be calculated exclusive of shift allowances and weekend penalties except for employees on an aggregate wage in which case calculations shall be based on the annualised salary.

7.3.3 The shift allowance and weekend etc., penalty component where applicable is expressed as a separate payment detailed in the following table:

Shift Allowances, Weekend Penalties And Other Allowances Not Included in Annualised Salaries		
SHIFT ALLOWANCE		\$
Integrated Marine Officer Port Control / Port Services	Entry Shift	15,103
Integrated Marine Officer Shift Supervisor, Master Engineer	Entry Shift	17,332
Dayworker	Shift Allowance	6,446

7.3.4 The First Aid Allowance, where applicable, shall be at the rate of \$470 per annum.

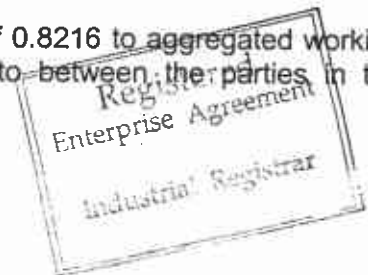
7.3.5 Where working conditions components such as overtime and/or additional hours payments are aggregated into an annualised salary which is recognised for the purposes of superannuation the outcome shall be cost neutral to the Corporation.

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

7.3.6 Merit will be the basis for promotion between levels.

7.4 Trainees

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



7.5 Use of PKPC Vehicles

Positions in 9A and above of the salary structure plus any other positions which have a motor vehicle provided as a necessary part of the work will be able to utilise this employment benefit at the business/private rate as a salary sacrifice, on the similar basis as Executive Service employees in the NSW Public Sector.

7.6 Salary Packaging

Subject to agreement between the parties as to the elements, salary packaging will be developed during the life of this Agreement subject to statute policy, and administrative requirements, and on a cost neutral basis to the employer.

7.7 Working Conditions

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

The parties may similarly agree as part of the consultative process to review:

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

8 ADDITIONAL FLEXIBLE WORK PRACTICES

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

9 DEDUCTIONS FROM SALARY

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

10 PRODUCTIVITY

10.1 Business Context - An Explanatory Statement

10.1.1 The enactment of the Ports Corporatisation and Waterways Management Act 1995 resulted in the PKPC becoming an entity in its own right as distinct from the previous position as a subsidiary authority of the Maritime Services Board. This autonomy brings with it the responsibility to be self-sufficient whilst continuing to provide a high standard of service delivery to its customers.



10.1.2 The PKPC is committed to maintaining the high standard of service delivery which has been a characteristic of its operations over many years, a standard which has been achieved by hard work and an outstanding commitment by our staff to the organisation's values and to the service delivery guarantees to our clients.

10.1.3 In order for the PKPC to meet its obligations it requires an organisation with the flexibility to respond to the changing demands placed on it by the needs of the customers and shareholders. This will require a workforce which has a wide experience base, the ability to provide a high level of service and the flexibility to respond to urgent needs where and when they occur.

10.1.4 The process of continuous improvement will continue to be the main method adopted to assess the relevance of activities and to improve the quality, range and value of services to our customers. It is essential that the organisation and our staff have the flexibility to respond to change identified by this process of continuous improvement.

10.2 Productivity is defined as improving enterprise performance as measured against set performance indicators. The implementation and monitoring of productivity indicators will be undertaken jointly between the Parties as part of the consultative process.

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

10.4 Performance Payments

10.4.1 Performance Payments are wholly dependent on the achievement of performance outcomes and are therefore described as at risk payments. The increases shown immediately below will be effected if the relevant productivity measures have been achieved or the parties are moving towards ultimate achievement in good faith.

- ❖ \$600.00 in the December pay period immediately occurring before Christmas 1998
- ❖ \$600.00 in the December pay period immediately occurring before Christmas 1999
- ❖ \$600.00 in the December pay period immediately occurring before Christmas 2000

Performance Payments shall be lump sum payments not forming part of base salaries for annual leave, long service leave and superannuation purposes.

10.4.2 Required performance outcomes will be derived from three sources, these being: -

(i) **PKPC 1996 Enterprise Agreement - Clause 10 - Productivity**

The achievements gained in Quality Performance and Workplace Reform Measures in the 1996 Agreement to be maintained.

(ii) Employee Controllable Costs

Using Employee Controllable Costs, previously agreed, target a further reduction of six percent (6%) each financial year, as measured against Employee Controllable Costs in the Budget. Cost performance will be measured and reported at a Branch level as well as an organisational level.

(iii) Statement of Corporate Intent / Corporate Plan

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

These key business "drivers" determine the role and responsibilities of managers and hence their teams. It is the intention of the management team to identify the contribution that employees can make to achieve the business objectives down to Branch level.

To this end each Branch Manager will consult with their staff, explain the key result areas and suggest the contribution that his staff can make to achieve the business objectives.

The results of that contribution will be recorded and reported on a monthly basis. Feedback shall be provided to the Board of Directors, Managers and Employees. Monthly Branch Meetings and CEO Quarterly Meetings will provide an opportunity for staff discussion and feedback.

Additionally, progress with the implementation of the Enterprise Agreement will be an agenda item at each Practices Improvement Team Meeting.

The Performance Indicators referred to in Clause 10.4 are detailed in Appendix 1 to this Agreement

11 EMPLOYMENT SECURITY

11.1 Staffing Levels

- 11.1.1 The appropriate organisation structure and staffing levels will be established by PKPC, consistent with its agreed role and responsibilities.
- 11.1.2 For the term of this Agreement, staff reductions will be in accordance with applicable government policy and guidelines on managing displaced employees which currently allows reduction only through natural attrition, redeployment or voluntary redundancy.
- 11.1.3 Subject to the provision of applicable Government policy and guidelines all full time or permanent part time employees of the PKPC will have security of employment for the term of this Agreement. This undertaking provides that an employee who wants to will have the opportunity to continue in employment with the PKPC for the life of this Agreement however, this undertaking extends to employees rather than positions. That is, positions may be restructured or deleted from the structure.

- 11.1.4 Any employee whose job changes substantially or is deleted during the term of this agreement may be offered the Government's Standard Voluntary Redundancy Package current at the time of offer. This undertaking will not have any affect on the process of performance or disciplinary matters which are pursued separately.
- 11.1.5 Displaced employees who are excess and redeployed to a position with a lower salary are entitled to salary maintenance for a period of 12 months. In special circumstances the parties to this Agreement reserve their right to renegotiate Clause 11.1.5.

11.2 Organisational Change Restructuring Process

- 11.2.1 In the event that PKPC is required to undertake a restructuring process which results in a reduction of staff numbers which is not able to be met through natural attrition, redeployment or voluntary redundancy the parties to this Agreement reserve the right to renegotiate the Governments Standard Voluntary Redundancy Package.
- 11.2.2 The parties recognise that restructuring will be an ongoing requirement for improved competitiveness and viability of the Corporation. It will result from a variety of factors including, but not limited to, continuous improvement, quality management programs and the Government's Service Competition Policy.
- 11.2.3 Consultation will take place on an ongoing basis with employees/unions regarding:
- (a) proposals to undertake market testing and contracting review; and
 - (b) restructuring and the process to be used.
- 11.2.4 Where as a result of restructuring; the position requirements and remuneration level of the job remain substantially the same, other than its reporting relationships, (as determined by the Chief Executive Officer) then the incumbent will follow the position.
- 11.2.5 Where as a result of restructuring; a position is created which did not have an equivalent in the old structure, or it is so different that it is clearly a new position, the following order of filling the vacancy will occur:
- (a) redeployment of a supernumerary employee where the employee's substantive or personal salary is greater than the salary for the position and the competencies required for the position are held by the employee or where there is a competency shortfall the requirements can be made up within three months; or
 - (b) transfer of a supernumerary employee where the employee's substantive or personal salary is the same as the salary for the position and the competencies required for the position are held by the employee or where there is a competency shortfall the requirement can be made up within three months; or
 - (c) where there are two or more employees to be considered for redeployment or transfer the employee appointed will be determined on merit at interview.
 - (d) where there is no unattached employee available for transfer or redeployment by advertising the position and filling the vacancy on merit.

12 HOURS OF WORK

- 12.1 It is the intent of this clause to enhance flexibility not to reduce remuneration or consistently extend the working week past the agreed basis of either 35 or 38 hours.

If the parties believe the application of this clause is contrary to its intent a review may take place on a case by case basis and may consider such matters as functional delegation of duties, team numbers, aggregation of salaries and any other measures that may be agreed upon in order to resolve the issue.

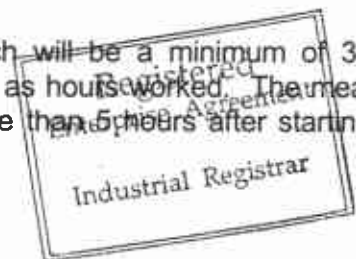
- 12.2 Hours of work within this Agreement will be arranged to take into consideration the specific business needs of the PKPC and where possible the work preferences of employees.
- 12.3 Starting and finishing times, within the spread of hours, wherever possible will be mutually agreed between management and employees, however if agreement cannot be reached the needs of the organisation must prevail and managers will therefore determine starting and ceasing times. Once starting and ceasing times have been established reasonable notice will be given (normally 5 calendar days) of any changes required. The Parties may agree to vary the starting and ceasing times with shorter notice.
- 12.4 The working of additional hours within the spread of hours will be by reasonable notice of management.
- 12.5 Overtime will be paid for work performed outside of the spread of hours detailed in sub-Clause 12.6.2 of this Clause or for work performed on a Saturday, Sunday or Public Holiday.
- 12.6 **Ordinary Hours**

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

- 12.6.1 Hours of work will be an average of 35 hours per week over a four-week cycle.
- 12.6.2 Ordinary hours worked on any one day (Monday to Friday) will be worked between 7:00am and 7:00pm.
- 12.6.3 Notwithstanding any other provision of this clause an employee and his/her supervisor/manager may at anytime agree to other arrangements provided they meet the needs of the Business Unit and the contract hours are worked within the cycle.
- 12.6.4 Ordinary hours will exclude the meal breaks which will be a minimum of 30 minutes. Time taken for meal breaks will not count as hours worked. The meal break shall be given no less than 2 hours nor more than 5 hours after starting work unless by mutual consent.

12.7 Additional Hours

- 12.7.1 Based on a 4-week cycle, hours worked in addition to the 140 hours and up to 161 hours will be taken, at a mutually convenient time, as time off in lieu. Additional hours accrued at the end of each cycle may be carried over to the next cycle by mutual Agreement. In circumstances where operational requirements do not allow for time off in lieu, payment at ordinary time will be made.



- 12.7.2 Hours worked in addition to the contract hours in excess of 21 hours in a four week cycle, may by mutual agreement, be paid at time and a half to 28 hours and double time thereafter or alternatively, by agreement, be taken as time off in lieu at ordinary time.
- 12.7.3 Employees recalled to work overtime will be entitled to a minimum of four hours overtime for such work. This will not apply when an employee is called in to work early in which case overtime, if outside the ordinary span of hours, would be paid.
- 12.7.4 Where the requirements regarding starting and ceasing times and/or request to work additional hours are considered unreasonable or excessive employees may pursue grievance procedures in accordance with this Agreement.

Employees Previously Covered by the MSB (Marine and Port Services) Award

12.8 Ordinary Hours

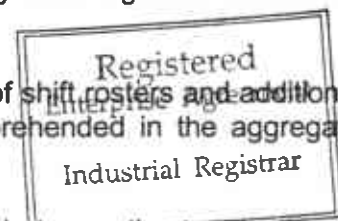
- 12.8.1 The ordinary hours of employment shall be no more than 40 hours per week averaged over a 52-week period.
- 12.8.2 The provisions for hours of work for employees/positions previously covered by the MSB (Marine and Port Services) Award will remain. These are:

12.9 Hours

- 12.9.1 Day workers and shift workers will work as a team being allocated to duties by the supervisor at times according to rosters. Employees shall not be rostered to work more than five shifts in any week, or two shifts in any week if working on a 12-hour shift roster.
- 12.9.2 Day workers and shift workers will perform additional periods of duty as required by the supervisor, for instance, to complete a fully complemented shift, or to complete tasks already commenced.
- 12.9.3 A break of thirty minutes shall be allowed between the fourth and fifth and eighth and ninth hour after the commencement of work and between each fourth and fifth hour thereafter. For day workers this break shall be of forty-five minutes duration.

12.10 Additional Hours

- 12.10.1 Additional hours shall be performed as required by the appropriate supervisor of the PKPC, however an exhaustion break shall apply after eighteen continuous hours inclusive of meal breaks in all circumstances.
- 12.10.2 Necessary overtime required to be worked because of shift rosters and additional hours to meet work demands has been fully comprehended in the aggregate wage.
- 12.10.3 An employee who works so many additional hours between the termination of work on one day and the commencement of work on the next day that the employee has not had at least ten consecutive hours off duty between those times, shall, subject to this subclause, be released after completion of such additional hours until that employee has had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.



- 12.10.4** The provision of the above subclause shall apply in the case of shift workers as if eight hours were substituted for ten hours when additional hours are worked,
- (i) for the purpose of changing shift rosters; or
 - (ii) where a shift worker does not report for duty and a shift worker is required to replace such shift worker; or
 - (iii) where a shift is worked by arrangement between the employees themselves.
- 12.10.5** No separate payment shall be made for additional hours worked.
- 12.10.6** Where additional hours are required and are considered by the employee concerned to be excessive, the work will be performed and any grievance pursued in accordance with the Grievance and Dispute Resolution Procedures of this Agreement.

13 OVERTIME

The following overtime provisions will apply, except for employees covered under Sub-Clauses 12.8, 12.9 and 12.10.

- 13.1** For overtime worked Monday to Saturday at the rate of time and one half for the first two hours and double time thereafter.
- 13.2** For overtime worked on a Sunday, at the rate of double time.
- 13.3** For overtime worked on a Public Holiday, at the rate of double time and one half, in addition to the normal remuneration for that day.
- 13.4** Employees required to work overtime beyond the spread of hours Monday to Friday, Sundays and Public Holidays or beyond 12.30pm on Saturdays will be entitled to a paid meal. The amount of payment is agreed to be the rate determined from time to time and applied within the NSW Public Service.

14 RESOLUTION OF GRIEVANCES

14.1 Objectives:

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

14.2 Grievances

Under the Industrial Relations Act 1996, a grievance is a personal complaint or difficulty. It is any work related matter which is causing an employee distress or concern. For example, a grievance may relate to a perceived lack of training opportunity or being denied leave. It may also involve suspected discrimination or harassment.

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14.3 Grievance handling guidelines

Step 1

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

Step 2

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

Step 3

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

Step 4

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

Step 5

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

Step 6

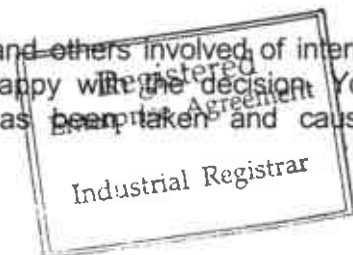
Your supervisor must complete an investigation of the facts and consider all viewpoints.

Step 7

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

Step 8

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



Step 9

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

Step 10

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

Confidentiality

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

15 DISPUTE RESOLUTION

15.1 Objective:

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

15.2 Disputes

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

15.3 Continuity of Operations and Dispute Resolution Procedure

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

15.4 Avoidance of Disputes

- 15.4.1 Every effort will be made to create a dispute-free working environment and to achieve the employment stability of PKPC employees throughout the lifetime of this Agreement.
- 15.4.2 There is a reciprocal requirement for both management and employees and the union to provide relevant information and explanation and consult one another.
- 15.4.3 Management for its part will encourage a dispute-free working environment by treating all employees equitably and fairly.



15.5 Dispute Settlement Procedure

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

Stage 1

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

Stage 2

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

Stage 3

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

Stage 4

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

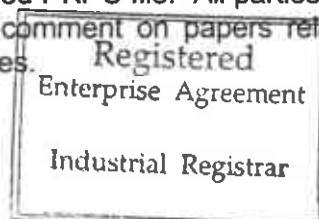
15.5.2 In terms of the dispute settling powers of the NSW Industrial Relations Act the NSW Industrial Relations Commission is empowered by this Agreement to settle and determine any matters in dispute.

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

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

15.6 Record Keeping

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



16 CONSULTATIVE PROCESS

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

16.2 To this end a committee will be established to meet on a regular basis to discuss matters likely to affect Corporation's activities as well as the issues outlined in clause 11.2.3.

- 16.3 The Committee will comprise employer representatives and employee/union representatives.
- 16.4 The Committee will develop its own rules concerning meeting composition, agenda, distribution of minutes and the timing and conduct of meetings. It will be the responsibility of the Committee to ensure all employees have an opportunity for input into the operations of the Committee and are informed of Committee outcomes.
- 16.5 It should be recognised that certain information to be dealt with by the Committee may be commercially sensitive and/or confidential. The Parties undertake that they will respect the sensitivity of such material.

17. LEAVE

17.1 Anniversary Date

The anniversary date for all leave other than annual leave, long service leave and sick leave shall be the first day of January each year. Where employment commences after the anniversary date leave entitlements in accordance with this Agreement shall be on a pro-rata basis until the next common anniversary date. The anniversary date for Annual Leave and Long Service Leave shall be the date of engagement/or as adjusted following any periods of leave Without Pay.

17.2 Annual Leave

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

17.2.1 Employees are entitled to Annual Leave as follows: -

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

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

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

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

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

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

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

17.3 Long Service Leave

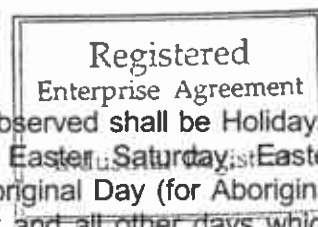
- 17.3.1 Employees are entitled to Long Service Leave as follows: -

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

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

17.4 Public Holidays

- 17.4.1 The following days or the days upon which they are observed shall be Holidays, viz New Years Day, Australia Day, Good Friday, ~~Easter Saturday~~, Easter Monday, ANZAC Day, Queen's Birthday, National Aboriginal Day (for Aboriginal employees), Labour Day, Christmas Day, Boxing Day and all other days which may be gazetted as public holidays throughout the State.
- 17.4.2 Subject to the provisions of subclause 17.4.3 of this Clause there shall be no deduction of pay for public holidays not worked.
- 17.4.3 Employees who absent themselves from duty without approval from a delegated manager on the working day prior to and/or the working day following any Public Holiday shall not be entitled to receive payment for such holiday.



17.5 Leave Without Pay

- 17.5.1 An employee wishing to take a period of Leave Without Pay shall make application to their supervisor specifying the reasons for such Leave and the period of leave proposed.
- 17.5.2 Each application for Leave Without Pay shall be considered by the relevant delegated manager on its merits, taking into account the wishes of the employee and the requirements of the Business Unit. Leave Without Pay shall only be granted if business needs can be accommodated during the period of Leave proposed.
- 17.5.3 In granting of Leave Without Pay the PKPC will use its discretion as to whether relieving arrangements will be invoked to cover such absences.
- 17.5.4 Annual Leave and Long Service Leave shall not accrue during periods of Leave Without Pay.
- 17.5.5 In the case of superannuated employees, periods of Leave Without Pay in excess of six months may only be granted if satisfactory arrangements are made for the employee to pay their own superannuation contributions as well as the PKPC's liability, for the whole period of Leave Without Pay.

17.6 Trade Union Training Leave

- 17.6.1 Paid leave may be granted up to a maximum of 12 days in any period of two years to an employee to attend short trade union training courses or seminars conducted by or with the support of the ACTU on the following conditions: -
- (a) That operating requirements permit the granting of leave.
 - (b) That the scope, content and level of the short course are such as to contribute to a better understanding of employee relations and be of benefit to the PKPC as a whole.
 - (c) Leave granted for trade union training will count as service for all purposes.
 - (d) Expenses associated with attendance at such courses or seminars will be met by the employee concerned but leave may include travelling time necessarily required during working hours to attend such courses or seminars.
 - (e) Applications for leave must be accompanied by a statement from the union that it has nominated the employee concerned for such course or seminar and supports the application.



18 EMPLOYEE AND FAMILY ASSISTANCE

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

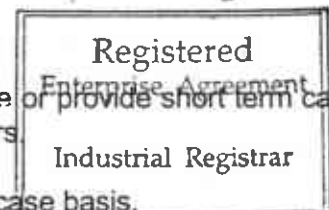
Any instances of abuse of these provisions will be dealt with by management.

18.1 Sick Leave

- 18.1.1 The minimum standard for Sick Leave is one week on full pay for each year of service cumulative on a three years to date basis.
- 18.1.2 Where illness occurs, Sick Leave may be available as required. Each individual case shall be reviewed in accordance with the following procedures: -
- (a) It is an employee's responsibility to report their inability to attend work in order to qualify for payment.
 - (b) Where an employee is unable to report for work through illness, this will be reported to the supervisor/team leader within one hour of the normal commencement time. In the case of Shift Workers, where practical, notification will be made prior to the finish of the previous shift. Approval for payment of Sick Leave will be made by the delegated manager.
 - (c) Documented medical evidence and/or a medical examination by a medical practitioner will be necessary where required by the PKPC.
- 18.1.6 In the case of long term illness, the continuation of paid Sick Leave will be determined on a case by case basis.
- 18.1.7 Subject to the approval of the Chief Executive Officer and upon the production of medical evidence that an employee is suffering serious long term or terminal illness Sick Leave may be granted as follows: -
- (a) Where the employee is likely to return to work, sick leave may be granted subject to regular monitoring and review of the employee's illness.
 - (b) Where the employee has no prospect of returning to work, owing to the nature of the illness, sick leave may be granted until such time as the relevant Superannuation Fund accepts liability for retirement on grounds of ill health.

18.2 Aged and Dependant Care Leave

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



18.3 Special Leave and Compassionate Leave

- 18.3.1 The flexible working hours arrangements provide an opportunity for employees to attend to urgent and unforeseen personal concerns during business hours without the need for access to additional time off.
- 18.3.2 Paid leave may be provided for bereavement or urgent personal business.

18.3.3 Other types of paid leave include but are not limited to jury duty, voluntary emergency services, subpoenas and Defence Force service leave and shall be provided in accordance with Public Sector Policy.

18.3.4 Each case will be determined on an individual basis and the approval and length of leave will be at the discretion of the relevant delegated Manager and, where appropriate, subject to agreement by the work team and/or the employee establishing a genuine need.

18.4 Maternity Leave

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

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

18.4.3 Employees may elect to take Annual leave to credit on half pay during any period of half pay Maternity Leave.

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

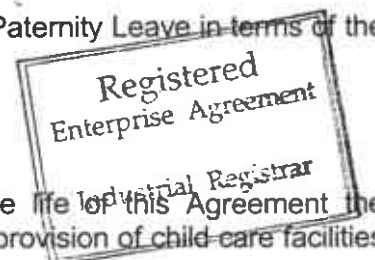
18.4.5 A woman employed by the PKPC who adopts a child is entitled to 3 weeks at full pay on and from the date of taking leave subject to completing 40 weeks continuous service as detailed above. She may be paid on a normal fortnightly basis in advance in a lump sum, or at the rate of half pay over a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

18.5 Paternity Leave

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

18.6 Child Care

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



19. RELIEVING

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

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

- 19.3 Nothing within this Clause is intended to replace employees working at a lower level with those at a higher level.
- 19.4 Where the exercise of higher level duties occurs on a regular basis and they form a significant part of the employee's work; the employee is entitled to seek payment for higher duties. Higher duties/relief payment shall be made after a minimum period of one week.
- 19.5 On the first occasion of relief in a position the first 5 days are developmental and will not be paid at a higher rate.
- This developmental phase only applies once, that is, on the first occasion of relief in any dissimilar position. If on the first occasion of relief the period exceeds 5 days, payment at a higher rate may be made for days in excess of the 5 developmental days.
- 19.6 Provided an employee has satisfactorily completed a developmental period any further instances of relief will be paid provided that the period of relief is for 5 or more days except for designated operational positions which will be paid for relief on an occurrence basis.
- 19.7 For any period of relief coming within the provisions of this Clause during which the employee does not perform the whole of the duties the allowance to be paid will be determined by the appropriate manager.

20 JOB REDESIGN

- 20.1 The design of existing jobs in the PKPC shall occur according to Business Needs. The process may be activated by the employer, employees or union.
- 20.2 An outcome of job redesign is a position specification from which core competencies are identified.

21 JOB EVALUATION SYSTEM

- 21.1 Job evaluation involves the systematic comparison of jobs, based on work value, in order to determine the appropriate sizing of positions.
- 21.2 There shall be a job evaluation system used within the PKPC. This system shall be known as the Job Evaluation System. Registered Enterprise Agreement
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- 21.3 The Job Evaluation System shall be used to determine the appropriate remuneration level that the position will occupy ie. Column A or D within levels 1 to 9.
- 21.4 The Job Evaluation System employs the Organisation Consulting Resources (OCR) methodology to determine work value. The System contains four broad factor headings. Each of the factors is multi-faceted, combining a number of specific sub-elements required to fully assess the nature and scope of each position. The four broad factors are:
- 21.4.1 **Knowledge, Skills and Experience** - examines the degree of knowledge, skill and experience required to perform the duties of the position competently;
- 21.4.2 **Reasoning & Decision Making** - assesses the nature and degree of problem solving involved in the position, together with the requirement for decision making or for the submission of recommendations;

21.4.3 Communication & Influence - measures internal and external interaction, and the degree of influence exercised by the position within the organisation and/or with external organisations; and

21.4.4 Accountability and Responsibility - assesses the degree to which a position is held to account for the outcome of assigned work or decisions.

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

22 PKPC SKILLS FORMATION

22.1 Competency is defined as the knowledge and skills required to carry out the tasks and activities in a job to the standard expected in the workplace.

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

23 SELECTION COMMITTEES

23.1 Selection Committees will consist of two or more persons:

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

As a general rule:

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

23.2 The Selection Committee should agree on:

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

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- 23.3 Selection Committees should be impartial and avoid presumptions about stereotyping of candidates.
- 23.4 Selection Committees should aim to reach consensus in the selection process. If consensus cannot be reached a majority and minority recommendation may be made.

24 WORKPLACE REPRESENTATIVES

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

- 24.1 Delegates are empowered to act in an official capacity for and on behalf of their Union in accordance with its rules.
- 24.2 It is fundamental that delegates are employees of the Corporation and that their prime responsibility and duty is as employees. Their activities on union business must not be inconsistent with their contract of employment.
- 24.3 On election/nomination of a member as a delegate, the Board expects the Union concerned to notify it in writing addressed to the Chief Executive Officer advising the following information: -
- (a) New delegate's name.
 - (b) Name of delegate replaced, new or additional position.
 - (c) Work location and telephone contact number.
 - (d) Work group that the delegate is responsible for.
- 24.4 Upon receipt of a notification including the information outlined in Clauses 25.3 (a) to (d) above, the PKPC recognises delegates as in Clause 25.1.
- 24.5 This recognition supports the legitimate part played by delegates in operations of the union in its dealings with PKPC and involves activities such as: -
- (a) Advising members on the best way to deal with particular problems in their individual cases (such as pay queries, leave matters, errors in entitlements). Assistance in these cases would generally be available through supervisors, or personnel in the payroll or human-resources areas.
 - (b) Presenting complaints or concerns of the work group which the delegate is responsible for to the supervisor. In doing so the delegate is expected to be aware of and follow the PKPC Grievance Handling and Dispute Resolution Guidelines detailed in Clauses 14 and 15 of this Agreement.
 - (c) Attending meetings or conferences called by their Union(s), Peak Councils or the PKPC.
 - (d) Attending the proceedings at the Industrial Relations Commission when required as a witness or to assist the Union Advocate.
- 24.6 For meetings and conferences (as set out in Clause 25.5c above) delegates must obtain prior approval from their supervisors to attend.

- 24.7** The PKPC is not under any obligation to pay its delegates whilst they attend to union business, however, in line with the spirit inherent in recognition of the role of delegates, the PKPC is prepared to pay where the following criteria are met :-
- (a) Safety and operational requirements are not prejudiced, an application for special leave is submitted and supervisor approval is obtained beforehand.
 - (b) The PKPC considers that the request is reasonable and leads to more constructive employee relations.
 - (c) For proceedings at the Industrial Relations Commission, assistance to a Union Advocate is limited to no more than two on each occasion.
- 24.8** The procedure for notifying for meetings convened by unions and Peak Councils is notification in writing, giving 2 working days notice of the meeting, including dates, venues, proposed agenda and approximate time the meeting will take and details of delegates expected to attend. The PKPC will be provided with an attendance list of meetings. In exceptional circumstances the parties agree the above procedures may be waived.
- 24.9** The current practice, whereby recognised union delegates are allowed a reasonable opportunity to carry out general union business on-site at times mutually convenient to the employees and Corporation, will be continued.
- 24.10** When involved in union activity, delegates are expected to observe the same standards of conduct and behaviour as any employee. Breaches will be dealt with on the same basis as for all employees - either under the PKPC Disciplinary Procedures or other appropriate action.
- 24.11** PKPC reserves the right to notify the relevant union should it consider a recognised delegate is abusing any privilege extended to the delegate.

25 WORK ENVIRONMENT

25.1 Occupational Health and Safety

25.1.1 The Parties are committed to maintaining an ~~accident-free and healthy~~ workplace. This will be achieved by: -

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

25.1.2 At all times the PKPC and employees will comply with the Occupational Health and Safety Act 1983.

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

25.2 Equality of Employment and Elimination of Discrimination

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



25.3 Harassment Free Workplace

- 25.3.1 The Parties are committed to ensuring that employees work in an environment free of harassment.
- 25.3.2 Harassment is any repeated uninvited or unwelcome behaviour directed at or about another person. The effect of harassment is to offend, annoy, or intimidate another person and to make the workplace uncomfortable and unpleasant.
- 25.3.3 Harassing behaviour is unacceptable and disruptive to the well being of individuals and workplace productivity.
- 25.3.4 Harassment on any grounds including but not limited to sex, race, marital status, physical impairment, sexual preference, HIV/AIDS or age will not be sanctioned by the Parties.
- 25.3.5 Managers and supervisors shall prevent all forms of harassment by setting personal examples, by ensuring proper standards of conduct are maintained in the workplace, and by taking immediate and appropriate measures to stop any form of harassment of which they may be aware.
- 25.3.6 All employees are required to refrain from perpetrating, or being a party to, any form of harassment.

26 PERSONNEL POLICIES

- 26.1 The currently titled MSB Personnel Policy Manual will continue to have effect until such time as the PKPC amends, replaces or rescinds policy in conjunction with discussions with employee representatives.
- 26.2 Any proposed changes to the Personnel Policy Manual will be referred to PKPC Consultative Committee for comment before being enacted.

27 NO EXTRA CLAIMS

Parties to this Agreement are obliged not to pursue any extra claims, except those allowed by Division 2, Part 3 of Chapter 2 of the Industrial Relations Act, 1991. Under the Act, items may be raised for discussion with a view to achieving mutually agreed variations during the life of the Agreement.



28 OPERATION OF THIS AGREEMENT

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

29 DURATION OF AGREEMENT

This Agreement shall take effect on and from the date of registration and shall remain in force until 30 June 2001.

The Parties will commence negotiation on a new Agreement no later than six months prior to the termination date of this Agreement.

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

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

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



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

for and on behalf of
Australian Services Union New South Wales

Required Performance outcomes will be derived from three sources, these being: -

(i) **Port Kembla Port Corporation 1996 Enterprise Agreement – Clause 10 – Productivity.**

The achievements gained in Quality Performance and Workplace Reform Measures in the 1996 Agreement to be maintained. The productivity measures are: -

Quality Performance Program

This program is designed to achieve the implementation of the recently developed Quality Matrix throughout the Corporation. The stages to be achieved are:

By May 30 1996	Develop Quality Matrix
By September 30 1996	Complete Self Assessment Complete the "Awareness" level across all 7 categories of the Quality Matrix
By December 31 1996	Complete the "Approach" level across all 7 categories of the Quality Matrix.
By June 30 1997	Substantially completed the "Deployment" level across all 7 categories of the Quality Matrix.
By June 30 1998	Substantially completed the "Results" level for 4 out of the 7 categories of the Quality Matrix.
By December 31 1998	Substantially completed the "Results" level for the remaining 3 categories of the Quality matrix.

Workplace Reform

- (a) Annual leave accruals reduced to an average of 30 days per person.
- (b) A continuing improvement in the average availability of staff by reducing time lost through sickness, industrial disputes and accidents.
- (c) Performance Management System is in operation.
- (d) Agreed employee controllable costs identified and reduced by an average of 10% in real dollar terms over the life of the agreement. The identification and actions to achieve this reduction shall involve employees wherever possible.

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(e) Competency Identification

- | | |
|----------------------|--|
| By July 31 1996 | Identify core competencies in each position description |
| By September 30 1996 | Complete individual employee assessments against core competencies identified in position description. |
| By October 31 1996 | Develop a training plan for each employee to ensure that core competencies achieved. |
| By December 31 1996 | Develop a strategy and mechanism to implement and pay for additional competencies. |
| By February 28 1997 | Consultation and agreement upon the strategy and mechanism to implement and pay for additional competencies. |

(f) The development by the Corporation's OH&S Committee of a range of indicators which will monitor the Corporation's OH&S performance.

(g) The consultative committee will keep under review the effectiveness of workplace change and the implementation of the agreement with particular emphasis on continuous improvement and functional flexibility.

Within two months of signing this Agreement the Parties will develop appropriate and accessible information to assist people to understand the Productivity Measures.

(ii) **Employee Controllable Costs**

The reduction in Employee Controllable Costs sought at Clause 10.6.2 of the 1996 Enterprise Agreement is rescinded. The PKPC 1998/2001 Enterprise Agreement targets a reduction in Employee Controllable Costs of 6% each financial year measured against the Employee Controllable Costs in the Budget.

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(iii) **Statement of Corporate Intent / Corporate Plan**

Performance indicators derived from these documents are reviewed each financial year and shall be adopted as the global performance measure for the organisation and employees therein. The 1997/98 Key Result Areas and their expected outcomes follow.

3.1 FINANCIAL PERFORMANCE

Objective

To increase the value of the business and provide agreed commercial returns to the shareholders.

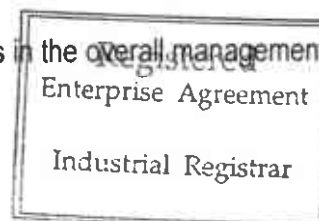
Strategies and Tasks

- 1 Manage the financial affairs of the Corporation to meet the agreed results and commercial returns including:
 - SVA/MVA targets,
 - dividend and tax equivalent,
 - ROA/ROE,
 - EBIT and margins,
 - gearing, funds flow interest cover and times interest earned,
 - credit rating.
- 2 Create and/or increase Shareholder value
 - Monitor operating and capital expenditure
 - All expenditure to achieve at least the Corporation's WACC
 - Continually monitor the costs and efficiency of the organisation
 - Ensure staff are aware of SVA principle and that they act under them
- 3 Conduct reviews by line of business to assist in the overall management and financial performance of the Corporation.
- 4 Manage the financial operations in areas such as: contracts and leases, cost control and reduction, services to customers both external and internal.
- 5 Provision of IT services and implementation of the newly formulated IT Strategic Plan including:
 - Ensure the Year 2000 problem is identified and rectified as necessary
 - Enhance the storage, management and access of corporate wide information
 - Ensure that the MTIS system provides a satisfactory level of service for internal and external users
 - Implement new desktop strategy to improve staff productivity and managerial effectiveness
- 6 Provide financial and management reporting which assists in the overall management

Key Performance Indicators

We will measure our success by:

- Meeting or exceeding agreed financial targets as outlined in the SCI.
- Improvement in Shareholder Value Added (SVA) of over \$1.3m to June 2002.
- Maintenance of a Standard & Poor's 'A-' grade Credit Rating.
- IT Strategic Plan implemented as per agreed timetable.



3.2 CUSTOMERS

Objective

To continually improve the value of service to all our customers.

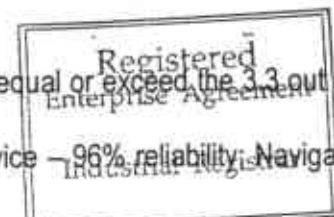
Strategies and Tasks

- 1 Provide a competitive level of service to our customers.
 - Benchmark PKPC service levels against competitive ports and services; confirm where changes are required and adjust service levels accordingly.
 - Investigate the possibility of conducting a review of performance of other service providers in the port.
 - Negotiate contracts with users of berths to take responsibility for assets, OH&S, environmental factors, and other activities to comply with site occupation license.
 - Implement a customer senior executive communication program.
- 2 Maintain the Corporation's quality accreditation.
 - Use the Corporation's quality system for management of customer service.
- 3 Monitor customer perception of the Corporation's performance.
 - Conduct a customer satisfaction survey by June 1999 and utilise the results to manage service levels and performance benchmarks.
- 4 Increase awareness of the Port's competitive advantages to existing and new customers.
 - Conduct market and other promotional activities.

Key Performance Indicators

We will measure our success by:

- Customers satisfaction level as measured by biennial survey to equal or exceed the 3.3 out of 5 rating obtained in 1997 (based on the nine primary needs).
- Service delivery indicators for customers and port (Pilotage service – 96% reliability; Navigation aids – 99% availability).
- Achieve compliance for 100% of scheduled audits completed annually.
- Port indicators – a) queuing – zero occurrence caused by PKPC; b) port entry time – 90% fit between booked and actual entry time.
- QA Audit compliance to 100% with a measure zero (0) hold points (i.e. major non-conformance leading to removal of QA accreditation).



3.3 OUR PEOPLE

Objective

To ensure all employees are skilled, recognised and add value to the organisation.

Strategies and Tasks

- 1 To maintain and improve the flexibility of our staff.
 - Continue to implement the Enterprise Agreement philosophy.
 - Finalise successor EBA by July 1998.
- 2 Ensure that staff have the skills required to meet business needs.
 - Continue with current staff training plans.
 - Provide additional staff training according to business needs.
- 3 Ensure staff are provided with the recognition which is appropriate
 - Ensure that staff are provided with feedback regarding their performance.
- 4 To ensure that employees add value to the business.
 - Assist employees to understand what value adding means in their role.
 - Reinforce quality concepts.
 - Provide resources appropriate to achieve quality outcomes.
 - Reinforce service delivery concepts, both internally and externally.
- 5 Improve employee satisfaction.
 - Review employee satisfaction levels at an appropriate time in the next 18 months.

Key Performance Indicators

We will measure our success by:

- Improved staff relations as measured by surveys.
- Reduction in time lost due to work-related injuries – LTI frequency rate of zero by June 1999.
- Time lost due to industrial disputes – zero hours.
- Complete negotiations for new general staff EBA by June 1998.
- Continuing improvement in staff availability.
- All staff to be aware of SVA concepts.
- All staff to achieve core competencies by June 1999.

