

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA04/142

TITLE: Newcastle Port Corporation Enterprise Agreement 2004-2006

I.R.C. NO: IRC4/1552

DATE APPROVED/COMMENCEMENT: 5 April 2004 / 1 January 2004

TERM: 30 months

NEW AGREEMENT OR

VARIATION: Replaces EA01/261 & EA01/324

GAZETTAL REFERENCE: 18 June 2004

DATE TERMINATED: 1 June 2004

NUMBER OF PAGES: 24

COVERAGE/DESCRIPTION OF

EMPLOYEES: The Agreement applies to all employees employed by Newcastle Port Corporation located at 16A Bolton Street, Newcastle NSW 2300, who fall within the coverage of NSW Port Corporations (State) Award 2001 and the Newcastle Port Corporation and AIMPE (State) Award 2001

PARTIES: Newcastle Port Corporation -&- the Australian Institute of Marine and Power Engineers New South Wales District, Australian Maritime Officers' Union of New South Wales, Seamans Union of Australia, NSW Branch, The Association of Professional Engineers, Scientists and Managers, Australia (NSW Branch)

NEWCASTLE PORT CORPORATION ENTERPRISE AGREEMENT 2004-2006

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1. Title

This Agreement shall be known as the Newcastle Port Corporation Enterprise Agreement 2004-2006

2. Parties Bound

The Parties bound by this Agreement are:

1. Newcastle Port Corporation
2. Australian Maritime Officers' Union of New South Wales
3. Seamen's Union of Australia, New South Wales Branch
4. Australian Institute of Marine and Power Engineers
5. Association of Professional Engineers, Scientists and Managers, Australia (NSW)
6. And all Newcastle Port Corporation employees, whether members of any of the above organisations of employees or not, (with the exception of Marine Pilots and senior managers employed under contract).

3. Period of Operation

This Agreement shall operate from 1 January 2004 and remain in place until 30 June 2006. Negotiations for a new Agreement shall take place no later than three months prior to the expiry of the Agreement.

4. Replacement of Previous Awards and Agreements

This Agreement replaces the Newcastle Port Corporation Enterprise Agreement 2001- 2003 and the Newcastle Port Corporation (AIMPE) Enterprise Agreement 2001-2003.

This Agreement shall be read in conjunction with the New South Wales Port Corporations Award 2001 (State) and the Newcastle Port Corporation and AIMPE Award 2001 (State).

Where there is any inconsistency between this Agreement and the Awards, this Agreement shall take precedence to the extent of any inconsistency.

5. Objectives

The agreement provides a mechanism by which parties can jointly develop and promote the attainment of the business plan that will materially enhance the profitability and performance of the Corporation. This will be achieved in a safe, harmonious and environmentally conscious working environment.

The main objectives of the Corporation are the continuation of the highest standard of safe and efficient Port operations and the expansion and diversification of trade through the Port of Newcastle. The parties are committed to creating an environment that enhances job security and the continuing success of the Corporation's customers in conjunction with increasing shareholder value.

The provision of a safe and reliable delivery of services and general Port co-ordination functions, materially enhances the overall Port leadership role of the Corporation and resultant viability and profitability of the Port's customers and the regional community.

The Agreement continues an innovative mechanism which encourages, promotes and rewards professional performance and the achievement of continuous improvement in individual and organisation efficiency.

6. No Extra Claims Commitment

The Parties to this Agreement agree not to pursue any additional claims for the life of the Agreement, with the exception of negotiating a new Agreement. The parties agree to review, and if necessary vary the Awards to reflect minimum or test case standards as decided by the Industrial Relations Commission of New South Wales during the life of this agreement.

7. Definitions

- a. "Casual Employee" shall mean any employee engaged on an irregular day-to-day basis on hourly hire.
- b. "Day Worker" shall mean any employee who is not engaged in shift work.
- c. "Employee" shall mean any persons engaged by the Corporation on a full time, casual, temporary or part-time basis, and to whom this agreement applies, but does not include any person who resigned or whose services were terminated prior to the date of operation of this Agreement.
- d. "Employer" shall mean the Newcastle Port Corporation.
- e. "Full-time Employee" shall mean any employee engaged on a regular basis for the full contract hours of this Agreement.
- f. "Part-time Employee" shall in accordance with the Corporations Part-Time Work Policy, mean any employee engaged for set regular hours that are less than the full contract hours of this Agreement.

- g. “Shift Worker” shall mean an employee engaged on a continuous shift roster.
- h. “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.
- i. “Weekly Rate” shall be calculated by dividing the annualised salary by 52.17857.
- j. “Hourly Rate” shall be calculated by dividing the weekly rate by 38 or 35 depending upon the hours applicable to each classification prior to this agreement.
- k. “Contract Hours” shall mean thirty five (35) or thirty eight (38) hours per week.
- l. “Standard Day” shall mean one fifth of the contract hours whichever the case may be for an individual employee.
- m. “Additional hours” shall mean actual hours worked beyond the standard day, excluding periods of leave.
- n. “Union” shall mean the Australian Maritime Officers’ Union of New South Wales, Seamen’s Union of Australia, New South Wales Branch, Australian Institute of Marine and Power Engineers and the Association of Professional Engineers, Scientists and Managers Australia (NSW).
- o. “Administration/Professional Employees” for the purposes of this Agreement shall mean all Newcastle Port Corporation employees other than VTIC, Port Officers, Dredge Officers, Marine Pilots and senior managers under contract.

8. Contract of Employment

- a. For day workers, the ordinary hours of work shall be calculated on the basis of a 5 day week. Full-time and part-time employment shall be by the fortnight. Payment of salaries will be paid fortnightly by electronic funds transfer into a bank or other approved financial institution.

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 engagement and a minimum of four hours shall apply.
- b. With the exception of casual 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 or salary that would normally apply will be paid.
- c. The Parties to this Agreement agree that normal work shall continue to be performed. The Corporation will consider any unreasonable failure to meet this work requirement to be a refusal to perform duties and the Corporation’s Discipline Policy will be followed in such instances.
- d. Notwithstanding anything contained in this clause, the Corporation in accordance with the Discipline Policy and Guidelines, has 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.
- e. Where an employee has given notice or the Corporation 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 Corporation will have the right to terminate the contract of employment from the last day worked.
- f. All employees are bound by the Code of Conduct and Ethics which shall be jointly reviewed by the Parties during the life of the Agreement through the Newcastle Port Corporation Consultative Committee. This Agreement shall form part of an employee’s contract of employment.
- g. 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.

- h. Casual employment – a casual employee for working ordinary time shall be paid per hour for the work performed plus a 20% loading to cover Sick Leave, Annual Leave, and Public Holidays.

9. Classification Structure – NPC Grades

There shall be twenty (20) NPC grades of employee. During the life of the Agreement the parties may agree to establish additional salary points at either end of the base salary structure to accommodate the creation of any unforeseen new positions.

It is the intention of Parties that all employees (other than Marine Pilots and Senior Managers employed under contract) shall be employed under a Grade contained in Clause 10 – Remuneration and shall have their conditions of employment prescribed by this Agreement.

10. Remuneration

10.1 Base Salary Structure

The following Base Salary structure shall apply to all employees covered by this Agreement from the first full pay period on or after 30 June 2004.

NPC Grade	Base Salary Structure - Annual Rate - \$ per annum		
	Salary from FFPP 30 June 2004	Salary from FFPP 30 June 2005	Salary from FFPP 30 June 2006
	\$	\$	\$
1	27282	28373	29224
2	30998	32238	33205
3	33918	35275	36333
4	39381	40956	42185
5	41241	42891	44178
6	44341	46115	47498
7	46433	48290	49739
8	49920	51917	53475
9	52274	54365	55996
10	56194	58442	60195
11	58845	61199	63035
12	63263	65794	67768
13	66243	68893	70960
14	71210	74058	76280
15	74561	77543	79869
16	80150	83356	85857
17	83920	87277	89895
18	90205	93813	96627
19	93654	97400	100322
20	97180	101067	104099

10.2 Salaries

From the first full pay period on or after 30 June 2004 and 30 June 2005, all existing salary increases shall be increased by 4%. From the first full pay period commencing on or after 30 June 2006, existing salaries shall be increased by 3%.

The parties shall meet during April 2006 to reach agreement on the 30 June 2006 adjustment.

10.3 Performance Payments

The total performance bonus pool available to be distributed to staff each year will be based on 1.5 % of the cumulative OCR base salary (and working conditions where applicable) at the time of payment.

The first Performance Management Payment will apply to the period 1 January to 30 June 2004 to align the Performance Management System to the Business Planning and Financial Calendar.

Thereafter, there shall be 2 Performance Management Periods over 1 July – 30 June 2005 and 1 July – 30 June 2006 respectively.

Period	Period Range	When Payable	Bonus % of OCR salary
1	1 Jan 2004 – 30 June 2004	30 June 2004	½ of 1.5 %
2	1 July 2004 – 30 June 2005	30 June 2005	1.5 %
3	1 July 2005 – 30 June 2006	30 June 2006	1.5 %

The framework for establishing individual or team components under the Performance Management System is set out under Clause 11.

10.4 Shift Loading and Penalty Allowance

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

FFPP 30 June 2004	FFPP 30 June 2005	FFPP 30 June 2006	
\$18154	\$18880	\$19446	Port Officer
\$20833	\$21666	\$22316	PSO and
			Master/ Engineer
\$18933	\$19690	\$20281	RDO Relief
\$19863	\$20658	\$21278	VTIC Officer

This allowance has been adjusted by the same percentage increases as set out under Clause 10.2 above.

10.5 The applicable Corporation Grade Base Salary, together with shift allowances will form the salary applicable for superannuation, leave entitlements and termination payments.

10.6 First Aid Allowance

This allowance is applicable to administrative staff who have been designated by management to perform first aid duties.

FFPP 30 June 2004	FFPP 30 June 2005	FFPP 30 June 2006
\$565	\$588	\$606

This allowance has been adjusted by the same percentage increases as set out under Clause 10.2 above.

10.7 Persons who commence with NPC or an employee who agrees to relieve in another position may initially receive a mutually agreed percentage payment of that position depending on the level of skill, extent of duties required to be performed and experience. The level of skill required will be determined by reference to a position description and competency profile.

A Port Officer Grade 2 employee is required to perform all additional short term shifts (less than one week) in their grade when permanent Port Officer relief staff are unavailable. In exceptional circumstances, Port Officers Grade 1 or 2 who are required to fill higher grade “command” designated positions shall receive payment for single shifts/days at the higher applicable rate.

10.8 Traineeships and similar positions may be expressed as a percentage of NPC Grade Two level. The Corporation may utilise the National Training Wage Award or an equivalent set of pay and conditions for trainees engaged under such schemes.

The percentages for the various apprenticeship levels covering all trades is detailed below:

1st Year	-	55%	2nd Year	-	71%
3rd Year	-	90%	4th Year	-	104%

- 10.9 By agreement, an employee may receive a salary package which may include, but is not limited to, items such as aggregation of extra hours, motor vehicles, professional subscriptions etc. The “no net disadvantage principle,” shall apply to all packages. Items that can be salary packaged are included in Premier’s Department “Salary Packaging for Non-SES Employees” Guidelines.
- 10.10 Employees who receive a working condition component that includes aggregated overtime shall have this component adjusted by movements in the base salary.
- 10.11 The deductions of union membership fees will continue to be a service offered to NPC employees, following a signed authorisation by the employee.
- 10.12 By formal agreement between the Corporation and the employee concerned, the employee may salary sacrifice to a complying superannuation scheme nominated by the employee, based on the NSW public sector guidelines.
- 10.13 Merit will be the process for promotion between levels.

11. Newcastle Port Corporation Performance Management System (Pms)

11.1 Preamble

The Corporation values its employees and believes employees have a major role to play in the delivery of the Corporation’s objectives throughout the Port of Newcastle.

PMS seeks to continue the performance based culture within the Corporation where improvements in efficiency, effectiveness, flexibility, accountability, innovation, behaviour and leadership result in a motivated, focused and committed workforce.

PMS is designed to provide a mechanism whereby the performance objectives of a team or an individual employee can be linked to the Corporation’s objectives and business values.

11.2 What is Performance Management?

Performance management is the ongoing, formal and informal process whereby managers, supervisors and employees communicate throughout the PMS cycle to:

Ensure individual employees understand the goals of the Corporation as a whole and those of the Branch and relevant Section within which they work;

Ensure the employee understands what is expected of them in fulfilling the requirements of their core job and receives adequate feedback on their performance;

Consult with the individual employee and agree on the individual’s goals throughout the year and record the agreement in a Team and Individual Performance Agreement.

Identify the employee's personal development, career and multi-skilling goals and how these might be pursued through relevant training and development programs;

Assess how the individual employee has performed against the goals set for the PMS cycle, and ensure the employee has enough feedback to understand his/her performance, and maintain or improve performance in the future; and

Complete a range of related Corporation objectives related to continuous improvement, innovation, efficiencies and significant cost savings.

Performance management operates both formally and informally:

Informal performance management occurs regularly as employees, managers and supervisors discuss, plan and carry out work, evaluate the results, discuss ways to improve and set in place development plans.

Formal performance management operates within an annual cycle where the agreement/ review steps are periodically undertaken within structured sessions and recorded in Performance Agreements and Performance Appraisals.

11.3 Benefits Of Performance Management System

The Corporation’s Performance Management System provides an opportunity for:

- Role clarity - provides clarity of expectations of roles and responsibilities;
- Reduced work uncertainty - helps improve job satisfaction;
- Discussing work related problems and developing solutions;
- Formally reviewing performance and achievement of agreed goals and objectives;
- Two-way face-to-face feedback;
- Linking individual performance to the broader strategic plans and key objectives of the Corporation;
- Discussing goals and objectives and career development;
- Recognition of good performance and achievements;
- Identification of training and development needs; and
- A focus on coaching and supporting development of staff.

11.4 Framework of the Performance Management System

The following Table indicates that in addition to monetary based salary increases Performance Reviews will be used for the purpose of recognising performance which improves the Corporation’s activities, rewards appropriate behaviour and provides skills development opportunities.

The Corporation’s PMS is based on the following framework:

Performance Management System – Framework of PMS Components

Must Do		Optional		
Individual	Team	Individual	Team	
Review performance in line with Current position description Continuous improvement	Behavioural appraisal in job, projects, team, individual and personal development in accordance with the Corporation’s values identified in the Business Plan.	Career and Multi-skilling goals. Training and Development program goals.	Linked to business plan	Linked to business plan

Innovation				
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The PMS has two components:

1. Must do

Individual must do components concentrate on the individual job, behaviour and personal development. All NPC personnel are involved in the Individual must do component as part of the PMS;

Team outcomes relates to the whole of team KPIs. All NPC personnel are involved in the Team Component as part of the PMS;

2. Optional

Individual outcomes relate to the individuals KPIs and participation in this component is available to all staff subject to consultation and agreement between the employee and their manager.

11.5 PMS Working Party

A PMS Working Party, consisting of Management and Union representatives, will be formed within the first month of the 2004-2006 EBA period to assist in the implementation of the PMS. This will include the preparation of documentation to train staff, explanation and guidance on goal setting and the format and presentation of subsequent assessments.

January to February – develop guidelines / implementation procedures,

March to April – training and personal development in the PMS,

May to June – develop performance agreements in consultation with relevant managers.

11.6 Performance Payments over Duration of NPC 2003-2006 Agreement.

The quantum of total Performance Management Payment paid will be based on the calculation detailed in Clause 10.3 in this agreement. Performance Payments are clearly weighted toward outcomes that show innovation, improved work methods and efficient and cost effective practices. The opportunity to salary sacrifice the performance bonus will require employees to have access to an accumulation type Superannuation fund.

11.7 Appraisals

The annual and half yearly appraisal will be conducted by the employee's manager and will involve completion of a job, behavioural, team and / or individual performance assessment based on achieved outcomes against objectives contained in the agreed PMS plan established earlier in the year.

A half yearly review will be conducted in December, where performance feedback will be discussed. Any need to adjust the objectives will be established and agreed at that time. An annual appraisal shall be conducted in June of each year. Relevant PMS payments shall be determined as follows:

Payment will be based on the level of achievement of outcomes in all components nominated and agreed to at the commencement of each review period by each staff member; and

The assessment report will provide a performance rating of achievement based on the elements of the table below.

11.8 Measuring performance

The level of performance will be measured on the following basis:

PMS Components	KPI Measures	Weighting
Individual must do Job Behaviour Personal development	Feedback	No weighting
Team Must do Team outcomes	Not achieved Partially achieved Commendable Superior Outstanding	0 1 2 3 4
Individual Optional Individual innovation	Not achieved Partially achieved Commendable Superior Outstanding	0 1 2 3 4
	Total possible result	8

Results of performance and the allocation of the weighted scores will be determined by Managers and reviewed by Branch Managers at the annual performance review.

The Executive Management team will review the quantum of reward for each individual based on the appraisal Report from their Manager and Branch Manager to ensure fairness, equity and the consistent application throughout the Corporation.

Guide towards KPI measures

Partially achieved – performance which has achieved some of the agreed KPI’s.

Commendable – employee’s performance has achieved the agreed KPIs contained in the Team/Individual Performance Agreement.

Superior - employee’s performance has significantly improved section or organisational efficiency and / or effectiveness.

Outstanding - employee’s performance has exceptionally improved section or organisational efficiency and / or effectiveness.

Distribution of the bonus pool discussed in clause 10.3 of this agreement will be based on the following:

11.9 Calculation of Payments

The total performance \$ pool will be established described in clause 10.3

Each individual will be assessed on the detail contained in the above table.

The total of all individual’s results will be determined.

The available pool will be divided by the resultant accumulated total score of individuals performance and a per score \$ value determined.

The individual’s result will be multiplied by the per score \$ to determine that individual’s performance bonus.

Payments will be calculated on the OCR Graded position base salary at the time of payment plus any applicable working conditions that apply at the time of payment or on a pro-rata basis for those to whom applicable working conditions applied during any part of the performance assessment period.

11.10 Review Procedure

In the event that an employee feels aggrieved by the outcome of his/her Annual Performance Appraisal Review the Supervisor's manager will become involved in the resolution of the issue/issues in contention. If a disagreement remains the Grievance Procedure contained in Appendix A shall apply.

12. Superannuation

- (a) An employee who is a member of the State Superannuation Scheme (SSS) or the State Authorities Superannuation Scheme (SASS) shall continue to be members of either scheme. In accordance with the defined fund scheme guidelines performance payments applicable under Clause 10.3 of this Agreement do not form part of an employee's "superable salary".
- (b) For all other employees covered by this agreement the following shall apply:
 - (i) Superannuation contributions will be made to the First State Super or the Seafarers' Retirement Fund, or any other superannuation fund nominated by the employee subject to the superannuation fund's acceptance of the Corporation as a participating employer of the nominated superannuation fund.
 - (ii) Each employee shall be eligible to the following:

From the first full pay period on or after 30 June 2004 the Corporation's employer contribution to the nominated Superannuation Fund shall be 9% of the employees salary (SGC legislative requirement)

From the first full pay period on or after 31 December 2004 the Corporation's employer contribution to the nominated Superannuation Fund shall be 10% of the employees salary (including SGC contributions) conditional upon the employee agreeing to make an employee contribution of a minimum 1% from 31 December 2004.

From the first full pay period on or after 31 December 2005 the Corporation's employer contribution to the nominated Superannuation Fund shall be 11% of the employees salary (including SGC contributions) conditional upon the employee agreeing to make an employee contribution of a minimum 2% from 1 January 2006. (31 December 2004)
 - (iii) An "Employee's salary" shall mean base salary, shift allowance if applicable plus any applicable annual performance payment.
- (c) "Employee" personal contributions can be salary packaged (salary sacrificed) by formal agreement between the Corporation and the employee concerned to a superannuation fund noted in Clause 12(b)(i) nominated by the employee, based on the relevant Premier's Department Guidelines.

13. Hours of Work

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

Starting and finishing times within the spread of hours detailed below shall be agreed between management and employees and / or work teams.

Any changes to normal starting and finishing times, within the spread of hours, set out under clause 13.1 (a)(ii) and 13.1 (b)(ii) below shall be by agreement between management and employees and/ or work teams. Where agreement cannot be reached, the needs of the Corporation shall prevail.

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

Overtime will be paid for work performed outside of the spread of hours detailed in sub-Clause 1(a)ii and 1(b)ii of this Clause or for work performed on a Saturday, Sunday or Public Holiday.

13.1 Ordinary Hours – Administration / Professional Employees

The ordinary hours of employment shall be no more than 35 or 38 hours per week averaged over a 52 week period.

(a) 35 Hours per week Employees

- (i) Hours of work will be an average of 35 hours per week over a cycle of four weeks. The contract hours shall be 140 for employees on a four week cycle.
- (ii) Ordinary hours worked on any one day (Monday to Friday) will be worked between 7:00am and 7:00pm.
- (iii) Ordinary hours shall exclude the lunch break of a minimum of 30 minutes which may be taken, subject to operational requirements, between 12 noon and 2:00pm. Time taken for a lunch break does not count as hours worked.

(b) 38 Hours per week Employees

- (i) Hours of work will be an average of 38 hours per week over a cycle of four weeks. The contract hours shall be 152 for employees on a four week cycle.
- (ii) Ordinary hours worked on any one day (Monday to Friday) shall be worked between 6:00am and 6:00pm.
- (iii) Ordinary hours shall exclude the lunch break of a minimum of 30 minutes and may be taken, subject to operational requirements, between 11:00am and 2:00pm. Time taken for a lunch break does not count as hours worked.

13.2 Additional Hours – Administration / Professional Employees

At the end of each cycle, hours worked in addition to the contract hours shall 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 may be made.

Hours worked in addition to the contract hours in excess of 16 hours in a four week cycle will be paid at overtime rates or alternatively, by agreement, taken as time off in lieu.

13.3 Ordinary Hours – Port Officers and VTIC Employees

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

The provisions for hours of work for Port Officers previously covered by the MSB (Marine and Port Services) Award and the MSB Enterprise Agreement shall remain.

13.4 Additional Hours – Port Officers and VTIC Employees

- (a) 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.
 - (i) The Aggregate wage / overtime principle is based on the original Marine and Ports Service Award.

- (ii) All short term reliefs of less than a week for sick leave, other absences, training, RDO's, etc are to be filled, if required, from the same grade and from within the same work area. As a first preference, available day relief staff should be utilised. Alternatively, employees may be required to work the following day or return to work early during their rostered off periods to ensure continuous port operations. Short term relief within the grade should be shared evenly between the remaining Port Officers to avoid the need where ever possible, for an individual Port Officer to work more than one additional shift in a week.
- (iii) Working of additional hours outside the normal roster pattern or day work hours shall be shared evenly between employees. Employees may be required to undertake training outside of work hours.
- (iv) RDO's are required to be taken at a mutually convenient time and within one month of accrual. In exceptional circumstances, employees may apply to their manager for a leave credit if the RDO cannot be taken.
- (v) Annual leave rosters are required to be maintained and applied to all employees under this sub-clause to avoid unnecessary overlapping of leave.
- (vi) Port Officers Grade 2 shall cover their own short term reliefs.

No separate payment or time off in lieu shall be made for additional hours worked.

Where additional hours are required and are considered by the employee concerned to be excessive, the work will be performed and such grievance pursued in accordance with the Grievance and Dispute Resolution Procedures as detailed in Appendix A.

- (b) Hours shall be performed as required by the appropriate supervisor of the Corporation. An exhaustion break shall apply after eighteen continuous hours inclusive of meal breaks in all circumstances.

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 sub Clause, 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.

The provision of the above sub-clause 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.

14. Overtime

The following overtime provisions will apply to employees who work overtime as described in Clause 13 Hours of Work.

- (a) 35 Hours per week Employees

For overtime worked Monday to Saturday at the rate of time and one half for the first two hours and double time thereafter.

For overtime worked on a Sunday, at the rate of double time.

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.

(b) 38 Hours per week Employees

For overtime worked Monday to Saturday, at the rate of double time.

For overtime worked on a Sunday, at the rate of double time and one half.

For overtime worked on a Public Holiday, at the rate of double time and one half.

(c) Meal Allowance

Employees required to work for 1 hour beyond the spread of hours Monday to Friday or beyond 12.30pm on Saturdays, Sundays and Public Holidays will be entitled to a paid meal. This payment will be agreed to the "reasonable amount" determined from time to time and applied by the Australian Taxation Office.

(d) Call Out

Employees recalled to work overtime will be entitled to a minimum of four hours overtime for such work.

15. 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*.

15.1 Annual Leave

Day workers shall be entitled to four (4) weeks annual leave per year and shift workers five (5) weeks.

15.2 Long Service Leave

Employees are entitled to Long Service Leave as follows:

Period of Service	Accrual
After ten years of service	44 days
For every further completed year of service	11 days

Leave Without Pay does not count for service for the purpose of Long Service Leave.

If a twelve (12) hour shift falls on a Public Holiday during a period of Annual Leave or Long Service Leave the employee is to be debited one half day Annual Leave or Long Service Leave only, for that day.

Employees engaged on 12 hour continuous shift work shall be debited annual leave or long service leave at the rate of 1 ½ days leave for each ordinary 12 hours shift they would have worked according to the normal roster had they not been on annual leave or long service leave.

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

Salary will be paid at the rate specified in accordance with the Long Service Leave Act.

The taking of accrued leave on half pay is not an entitlement but a concession available only on an approved basis.

15.3 Public Holidays

- i The following days or the days upon which they are observed shall be Holidays, viz New Years Day, Australia Day, Newcastle Show 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.
- ii Subject to the provisions of subclause (iii) of this Clause there shall be no deduction of pay for public holidays not worked.
- iii 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.

15.4 Leave Without Pay

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. Leave Without Pay shall only be granted if business needs can be accommodated during the period of Leave proposed.

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

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 Corporation's liability, for the whole of the period of Leave Without Pay.

15.5 Sick Leave

The minimum standard for Sick Leave is one week on full pay for each year of service, cumulative on a 3 years to date basis.

Where illness occurs, Sick Leave may be available as required. Each individual case shall be reviewed in accordance with the following procedures:

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

Where an employee is unable to report to 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.

Documented medical evidence and/ or a medical examination by a medical practitioner will be necessary where required by the Corporation.

In the case of long term illness, the continuation of paid Sick Leave will be determined on a case by case basis.

Subject to the approval of the Chief Executive, upon the production of medical evidence, an employee suffering serious long term or terminal illness may be granted sick leave subject to the following criteria:

- (a) Where there is a prospect of the employee returning to duty, this situation will be monitored and reviewed on a regular basis.
- (b) Where the employee has no prospect of returning to work owing to the nature of the illness, sick leave may be granted up until the acceptance of disability retirement liability by the State Superannuation Board or Department of Social Security.

15.6 Family and Special Leave

Paid Leave may be provided for employees to arrange or provide for unforeseen short term care for sick or injured dependent family members. Genuine personal and emergency situations may also arise where an employee requires time off work such as flood, bereavement, etc.

Each individual claim will be determined on a case by case basis. Leave for such purposes of up to 5 days per calendar year may be granted by the relevant delegated manager.

The Chief Executive Officer may approve extended special leave in extenuating circumstances.

15.7 Parental Leave

The Parties may jointly agree on a set of conditions that meet or may exceed the minimum standards established by the Industrial Relations Commission of New South Wales for maternity, paternity and child adoption leave. Parental leave provisions are set out in the Corporation's Parental Leave Policy.

15.8 Trade Union Training Leave

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 and accredited training school, 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 Corporation 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.

16. Consultation

The Parties acknowledge the significance of the Port of Newcastle's contribution to the economy of the City, Region and Nation. The parties agree that the provision of all Corporation services will continue to be supplied without delay or disruption.

The Parties shall continue to consult in a positive fashion to identify and implement continuous improvements that enhance the Port's services and value to customers. This may include jointly agreed variations to the Agreement.

Any differences that may arise as to the definition and application of this Agreement or other industrial matters or grievances shall be resolved amicably through the normal processes of ongoing consultation such as the Newcastle Port Corporation Consultative Committee and other established grievance and dispute procedures set out in Appendix A. Normal work shall continue until the matter is resolved through consultation, discussion or, if necessary, mediation or through the assistance of the Industrial Relations Commission of New South Wales or another third party jointly agreed to.

The operation of this Clause is critical to the successful attainment of the Objectives of the Agreement and provides the Parties with an unprecedented level of co-operation and stability which materially enhances the international trading reputation of the Port and provides a sound platform to successfully introduce productivity improvements.

Newcastle Port Corporation Consultative Committee

The Newcastle Port Corporation Consultative Committee shall be chaired by the Chief Executive Officer.

The Newcastle Port Corporation Consultative Committee shall comprise representatives from management, an official of the Australian Maritime Officers' Union, Maritime Union of Australia, Australian Institute of Marine and Power Engineers and Association of Professional Engineers, Scientists and Managers Australia and staff representatives and shall meet at least once in each 4 months including a meeting following the publication of the Corporation's Financial Statements.

The terms of reference of the Consultative Committee shall be based on the principle of open and honest discussion and shall include (a) the sharing of information (b) a monitoring of the Corporation's business performance so as to keep staff informed (c) continuous improvement initiatives (d) monitoring and discussing the implementation of the Enterprise Agreement (e) regularly receiving and discussing the published reports of the Corporation such as the Audited Profit, the Annual Report, the published Business Plan and Statement of Corporate Intent (f) continuous improvement in Occupational Health and Safety matters (g) organisational change (h) monitoring and review by the parties of the Performance Management System.

17. Work Environment

The Parties are committed to the development of a responsive flexible workplace. To this end, the Parties agree that during the life of the agreement, investigations into more flexible working arrangements such as working from home may be made.

The Parties also acknowledge the importance of maintaining a workplace that is safe and free from the adverse consequences of drugs and alcohol and implement appropriate measures to ensure this.

(a) Risk Management

The Parties acknowledge that the provision of a risk free working environment is a responsibility of all Parties.

Every employee shall be responsible for occupational health and safety and environmental control. This responsibility is an implicit item in all positions. Supervisors play a key role in ensuring the ongoing success of the Corporation's Safety and Environmental Policies.

(b) Equality of Employment and Elimination of Discrimination

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

(c) Employee Assistance

To assist all employees and their families, the Corporation shall make available to all its employees and families a confidential Employee Assistance Program (EAP) service.

18. Personnel Policy

Any changes to the Newcastle Port Corporation Personnel Policies or any proposed new policies shall be reviewed by the Newcastle Port Corporation Consultative Committee. If agreement is not reached on such changes the Corporation's Dispute Resolution Procedures shall apply.

19. Duration / Operation Renegotiation of the Agreement

The Agreement shall remain in force until 30 June 2006 after which time it may continue to be applied with the consent of all Parties. Negotiation of the next Agreement shall commence no later than three months prior to the expiry of this Agreement. If agreement in principle is not reached by the end of May 2006 for a new agreement, the Parties shall agree to introduce a mediator/ facilitator to assist in reaching a conclusion by the end of June 2006.

20. Employment Security

- 20.1 A critical element of this Agreement is the employment security clause. It is acknowledged by the Parties that employment security is a key foundation upon which cultural and attitude change can be affected. The provision of this Clause that provides for employment security for the life of the Agreement is dependent upon on-going demonstrated commitment to continuous improvement and continuing adherence to the Disputes Resolution procedures contained within this Agreement.
- 20.2 A process of continuous improvement will be adopted in consultation with the Parties to assess the relevance of all Corporation activities and to improve the quality, range, and value of its services to all customers. It is essential that the Corporation and its staff have the flexibility to respond to change identified by this process of continuous improvement.

For the term of this Agreement, if for any business reasons, there is a requirement to reduce staff numbers in some areas or change organisational structures and positions to effect improvement, such reductions or changes will only be effected by consultation between the Parties, through natural attrition (retirements/ resignations), transfers, redeployment or, as a last resort, voluntary redundancy, in accordance with the Corporation's policy and Government policy and guidelines.

All permanent full time or part time employees of the Corporation at the time of signing of this Agreement will have security of employment for the term of the agreement. This undertaking extends to employees rather than positions.

Following consultation with the Parties, any employee whose job changes substantially or is deleted during the term of this Agreement may be offered transfer or redeployment into another position in accordance with the provisions of Clause 20.4 of this Agreement. This undertaking will not have any effect on the process of performance or disciplinary matters which are pursued separately.

Where future business needs cannot be matched through employment growth in certain areas or by natural attrition, the Parties reserve the right to re-negotiate this Clause in respect of matters pertaining to redeployment, salary maintenance and offers of voluntary redundancies, if they are contemplated.

Voluntary Redundancy

- 20.3 Employees who become supernumerary as a result of restructuring or organisational change may access the retraining and support services available through the State Government's Job Assist Scheme.

Where an employee accepts an offer of voluntary redundancy they are entitled to the New South Wales Government Voluntary Redundancy Package, current at the time of redundancy.

- 20.4 Consultation will take place on an ongoing basis with employees and unions regarding restructuring and the process to be used. The Parties agree that restructuring will be an ongoing requirement in the interest of achieving greater efficiencies and heightened effectiveness. It will result from a variety of factors including, but not limited to, continuous improvement as part of quality management initiatives Government's service competition policy.

Where as a result of restructuring, the position requirements and remuneration level of the job remain substantially the same, other than its reporting relationships, then the incumbent will follow the job.

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 or transfer 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 a reasonable period. Salary maintenance at the higher level will be maintained for the period stipulated in the Government's policy of the day, currently 12 months, after which it will be set at the substantive level of the position. However in recognition that

there may be special circumstances, which warrant a change to this provision, the Parties to this Agreement reserve the right to renegotiate the length of salary maintenance.

- (b) Transfer of supernumerary employees where the employees 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 a reasonable period;
- (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 the position will be filled by advertising the position and filling the vacancy on merit.

20.5 In accordance with (a) above, employees shall maintain their personal salary exclusive of all payments such as shift allowances and additional hours/aggregated payments where no longer applicable, for twelve months. The continuation of the personal salary in such cases is dependent upon the full commitment of all parties to scheduling the undertaking of new duties or training to ensure their new duties equate as much as possible with their personal salary.

21. Carers Leave

For the purposes of personal careers leave employees shall be entitled to use Sick Leave, Unpaid Leave, Annual Leave, Time in lieu of payment for overtime, Make up Time and Rostered Days Off in accordance with the following provisions.

Use of Leave

- (a) An employee, other than a casual employee, with responsibilities in relation to a class of person set out in subparagraph (ii) of paragraph (c), who needs the employee's care and support, shall be entitled to use, in accordance with this subclause any current or accrued entitlement, for absences to provide care and support, for such persons when they are ill. Such leave may be taken for part of a single day.
- (b) The employee shall, if required, establish by production of a medical certificate, the illness of the person concerned and that the illness is such as to require care by another person. In normal circumstances, an employee must not take carer's leave under this subclause where another person has taken leave to care for the same person.
- (c) The entitlement to use leave in accordance with this subclause is subject to:
 - (i) The employee being responsible for the care of the person concerned; and
 - (ii) The person concerned being:
 - (a) a spouse of the employee; or
 - (b) a de facto spouse, who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic bases although not legally married to that person; or
 - (c) a child or an adult child (including an adopted child, step child, a foster child or an ex nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or defacto spouse of the employee; or
 - (d) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
 - (e) a relative of the employee who is a member of the same household, where for the purposes of this subparagraph:

1. “relative” means a person related by blood, marriage or affinity;
 2. “affinity” means a relationship that one spouse because of marriage has to blood relatives of the other; and
 3. “household” means a family group living in the same domestic dwelling.
- (iii) An employee shall, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and that person’s relationship to the employee, the reasons for taking such leave and the estimated length of absences. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone on the day of absence.

22. Anti-Discrimination

- (1) It is the intention of the parties bound by this Agreement to seek to achieve the object in section 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 and age.
- (2) It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this award the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this award 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 award which, by its terms or operation, has a direct or indirect discriminatory effect.
- (3) 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.
- (4) 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 pays to persons under 21 years of age;
 - (c) any act or practice of a body established to propagate religion which is exempted under section 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.
- (5) 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.

NOTES:

- (a) Employers and employees may also be subject to Commonwealth anti-discrimination legislation.
- (b) Section 56(d) of the *Anti-Discrimination Act 1977* provides:

“Nothing in the Act affects... any other act or practice of a body established to propagate religion that conforms to the doctrines of that religion that conforms to the doctrines of that religion or is necessary to avoid injury to the religious susceptibilities of the adherents of that religion.”

Dated this day 15th of March 2004

For and on behalf of the Newcastle Port Corporation

For and on behalf of the
Australian Maritime Officers' Union of New South Wales

For and on behalf of the
Seamen's Union of Australia, New South Wales Branch

For and on behalf of the
Australian Institute of Marine and Power Engineers

For and on behalf of the
Association of Professional Engineers, Scientists and
Managers Australia (NSW)

APPENDIX A

Grievance Handling And Dispute Resolution Procedures

Objectives of the Guidelines

To create an environment where grievances and disputes are identified, heard and resolved without any recourse to industrial action, and to ensure that grievances and disputes are solved fairly and promptly in a consistent manner. Also to empower employees, supervisors and managers to resolve grievances as close to the source of complaint as possible.

The industrial reputation of the Port of Newcastle is of critical importance in ensuring its international competitiveness. It is incumbent upon all Parties of this Agreement to ensure the continuity of the Corporation's services at all times.

What is a GRIEVANCE?

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 against an employee.

What is a DISPUTE?

A DISPUTE generally refers to a complaint or difficulty which affects more than one employee. The dispute procedure provides the mechanism to resolve a dispute and prevent industrial action occurs. For example, a decision which changes the working conditions of a group of employees within a work area may become a dispute.

Grievance Handling Procedures

I have a grievance, what can I do about it?

Think about what is causing your distress or concern and tell the person responsible what you want to happen to resolve the matter or, if it is some form of harassment or discrimination, to stop it.

Don't keep problems to yourself if it is continuing to upset you. Small problems if left unattended often become major ones that may affect your health, self-esteem or self-confidence.

Keep a record of what has happened, with times, dates and witnesses, (if any), as well as how you felt. If the situation doesn't improve then you should tell the person involved that unless it is resolved you will need to seek the assistance of someone else to help you.

Who can help me?

A work colleague, your supervisor, the contact for your Employee Assistance Program, your union delegate, the Employee Relations Branch, or a Spokeswoman.

How can my supervisor help me?

If you have a complaint you should raise it with your supervisor. You have a right to be supported and to have your grievance resolved. You may have a union delegate present when you make your grievance known to your supervisor and at any point in the procedure. A friend or interpreter may accompany you if you wish. The Corporation will also arrange and pay for the cost of an interpreter, if necessary. It is important for you to speak for yourself, with the support you feel will be of assistance.

Your grievance may be resolved within the area in which the grievance occurred and by your direct supervisor in many cases. The next section shows the steps to be taken to resolve your complaint.

Throughout all steps, normal work should continue unless there is a proven health or safety risk.

If such a risk is present the Branch Manager, with advice from the Employee Relations Manager should be notified so that other arrangements may be made.

Your supervisor should listen with an open mind, gather all relevant facts and act promptly and fairly taking a consistent approach. The supervisor should follow up to ensure that the correct action has been taken and the cause of the grievance properly addressed.

If you cannot approach your direct supervisor because the grievance concerns your supervisor, you should speak with their Manager or your Employee Relations Manager.

Suggested Steps to be followed in resolving a Grievance

Step 1 Ask for assistance or advice from specialist Employee Relations personnel, if necessary. This advice may be regarding these procedures or how to deal with EEO target group issues. Remember, your supervisor is responsible for ensuring that the grievance is addressed quickly and fairly. You should be aware that your Supervisor or Manager must take immediate action if dangerous, criminal or other illegal activity is involved. This will involve informing the Employee Relations Manager immediately. You may refer the grievance to your union at any time.

Step 2 Your Supervisor should listen with 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 any other information that’s 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, they 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 view points.

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 line of manager may be contacted, if you wish. A reasonable amount of time for this should be allowed to deal with the matter.

Step 9 If this manager is unable to resolve the issue, it should be directed to the Chief Executive Officer who then becomes responsible for resolving the grievance.

Step 10 If the Parties agree it may be referred to an independent mediator/arbitrator to be resolved.

Will it be confidential?

Yes. 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.

Dispute Resolution Procedures

In the event of any disagreement between the Parties as to 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.

STAGE 2: If the matter is not resolved it shall be referred to a union representative and the appropriate Branch Manager who shall arrange a conference of the Parties to discuss the matter.

STAGE 3: If the matter remains unresolved it shall be referred to the Union Secretary and the Chief Executive (and/ or their nominees) for discussion and appropriate action.

STAGE 4: If the matter is not resolved then it may be referred by either party to the Industrial Relations Commission of New South Wales or another third party jointly agreed to.

The following procedure is to be completed in accordance with the following time frame unless the Parties agree otherwise:

STAGE 1: Discussions should take place between the employees and their supervisor within 24 hours and the procedure shall not extend beyond 5 working days.

STAGE 2: Not to exceed 5 working days.

STAGE 3: Not to exceed 7 working days.

In the terms of the dispute settling powers of the Industrial Relations Act 1996 the Industrial Relations Commission of New South Wales is empowered by this Agreement to settle and determine any matters in dispute.

While any dispute is being resolved, normal work is to continue without resort to any form of industrial action. 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.

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

APPENDIX B

Newcastle Port Corporation
Integrated Performance Management System (IPMS)

Purpose and Objectives:

Improve the productivity of Corporation by identifying clear team or individual performance targets which will assist Corporation to achieve Business Plan Objectives.

Enhance team and individual performance and career development for employees by identifying options for development and training where appropriate.

To provide a fair, equitable and objective basis for giving feedback when reviewing employee performance.

Create a more satisfying work environment through the recognition that employees perform better when they have a clear understanding of performance requirements and are given guidance and regular feedback about their performance.

To provide the basis for team and individual performance payments

The Process:

Stage 1 – Corporate Business Plan Alignment

Identify Branch Key Performance Indicators.

Identify interrelation of Branch KPI's with other Branches and external customers.

Communicate Branch Business Plan to Sections.

Stage 2 – Performance Agreement

In June of each year the employee and the supervisor shall reach agreement on the team/individual performance agreement.

Identify, develop and agree on KPI's that are linked to the Corporate Business plan and support achievement of successful outcomes for other Branches and Sections. These targets will be set to enhance team and individual performance.

Team and individual performance payments provide payment for achievement of agreed KPI's. Performance payments recognise performance in excess of "just doing your job".

KPI's will be quantitative or qualitative (that is, can be measurable or subjective eg teamwork)

Discuss with the supervisor team and individual employees training and career path enhancement needs necessary to assist achievement of PMS.

Stage 3 – Performance Review (6 monthly)

There will be at least two formal reviews, one initial review around December each year with a final review in June each year.

Coaching and feedback occur continuously throughout the review period. All employees should receive open, fair and constructive feedback and guidance on an ongoing basis throughout the year, however this is a more formal review with an interview between the supervisor and the employee.

Employee may use the Self Assessment Form to support their performance over the last six monthly review period.

Employee training and career path enhancement will be reviewed by the employee and supervisor and where necessary changed and new goals set.

Team and individual performance is reviewed with the supervisor against agreed KPI's and if necessary new or changed KPI's will be agreed to, established and documented.

Around June each year an annual performance review meeting will be held, where performance assessment is determined.

The focus of the reviews will be to:

Provide feedback to the team and individual employee on performance against agreed KPI's.

Recognise and record achievements, including participation in development programs.

Discuss and resolve problems with achievement of reaching agreed targets, including the identification of any areas requiring further training and development.

Provide feedback to the supervisor on the manner in which they are assisting the team and individual employee to achieve agreed targets or performance levels.

Provide an opportunity for employees to consider the direction of their career and identify development activities that may be appropriate.

The process is designed to be a two way communication process with both the team and individual employee and supervisor signing off the performance review forms.

Grievance Process:

Where a difference of views exist at the end of a review meeting, it is recommended that a second review meeting be held within the next fortnight.

If differences remain unresolved the Supervisor's Manager should become involved to resolve the issue/issues in dispute. In the event that an employee feels aggrieved by the outcome of his/her annual Performance Appraisal Review the Supervisor's Manager will become involved in the resolution of the issue/issues and if still unresolved then the Grievance Procedure contained in Appendix shall apply.

Privacy and Confidentiality:

Progress reviews will be treated as strictly confidential. The documentation will be kept on the employee's personal files and access will be restricted to the employee, the reviewer, the relevant Branch Manager and the Chief Executive Officer.