



NEWCASTLE
PORT
CORPORATION

ENTERPRISE AGREEMENT

CONTENTS

Page Number

1.	TITLE	1
2.	PARTIES BOUND	1
3.	AWARDS REPLACED	1
4.	DEFINITIONS	1
5.	OBJECTIVES OF THIS AGREEMENT	2
6.	CONTRACT OF EMPLOYMENT	3
7.	REMUNERATION	5
8.	DEDUCTIONS FROM SALARY	7
9.	PRODUCTIVITY	7
10.	EMPLOYMENT SECURITY	11
11.	HOURS OF WORK	13
12.	OVERTIME	16
13.	GRIEVANCE HANDLING AND DISPUTE RESOLUTION	17
14.	CONSULTATIVE PROCESS	17
15.	LEAVE	17
16.	EMPLOYEE AND FAMILY ASSISTANCE	19
17.	RELIEVING	21
18.	WORK REDESIGN	22
19.	JOB EVALUATION SYSTEM	22
20.	PERFORMANCE MANAGEMENT SYSTEM	23
21.	SKILLS FORMATION AND ACCREDITATION SYSTEM	23
22.	WORK ENVIRONMENT	24
23.	PERSONNEL POLICIES	25
24.	NO EXTRA CLAIMS	25
25.	AGREEMENT NOT TO BE USED AS A PRECEDENT	25
26.	EMPLOYEE ASSISTANCE	25
27.	DURATION/OPERATION OF THE AGREEMENT	25

Appendix A

NPC Grievance Handling & Dispute Resolution Procedures	27
--	----

Appendix B

NPC Work Redesign System	31
--------------------------------	----

Appendix C

NPC Job Evaluation System	38
---------------------------------	----

Appendix D

Performance Management System	38
-------------------------------------	----

Appendix E

NPC Skills Formation and Accreditation System	44
---	----

1. TITLE

This Agreement shall be known as the Newcastle Port Corporation Enterprise Agreement. The terms of this Agreement shall apply to all employees engaged by the Corporation under the Ports Corporation and Waterways Management Act 1995 (the "Act"), with the exception of Chief Executive Officer, Marine Pilots and employees occupying positions above Maritime Officer Level 9.

2. PARTIES BOUND

The Parties bound by the Agreement are the Newcastle Port Corporation (the "Corporation" or "NPC"), all its employees mentioned above and the following unions :-

- * Australian Services Union of New South Wales
- * Seamen's Union of Australia New South Wales Branch
- * Australian Maritime Officers' Union of New South Wales
- * Association of Professional Engineers, Scientists and Managers, Australia (NSW Branch)
- * The Australian Institute of Marine and Power Engineers, New South Wales District

3. AWARDS REPLACED

This Agreement wholly replaces all existing awards and agreements, named in and including the MSB Enterprise Agreement, insofar as they apply to employees of the Corporation.

4. DEFINITIONS

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

- (ii) "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.
- (j) "Personal Salary" shall mean any salary determined by the process of job evaluation or, for those employees who moved from the award system into the MSB Enterprise Agreement, the interpolated rate or the rate which resulted from redeployment or transfer at the time of transition.
- (k) "Weekly Rate" shall be calculated by dividing the annualised salary by 52.17857.

5. OBJECTIVES OF THIS AGREEMENT

The Parties recognise the following main objectives of the previous Agreement:

- * A more participative style of management.
- * Jobs designed in an 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 the development of work teams which participate in decision making and contribute to continuous improvement related to the work environment
- * Training and career development involving team based competencies as well as individual competencies.
- * A remuneration system with the capacity to reward employees for attaining and using new competencies.
- * Ensuring a safe, healthy and harassment free work environment.

The Corporation, its employees and unions are committed to developing an organisation which encourages consultation, co-operation and participation in the workplace.

A common theme and fundamental feature of this Agreement is the introduction of methods of work organisation which will increase the functional flexibility of the workforce.

Functional flexibility is the ability of the Corporation 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, employee commitment and involvement.

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.

The intention of the Parties is to implement workplace reform measures which provide greater flexibility in the way that work is organised and performed, to improve the efficiency, productivity and level of service delivery, to widen the skill and experience base of employees, enhance job satisfaction and assist positively to ensure the NPC is a best practice performer.

It is recognised that an important factor in reaching these goals is to involve employees in the decision making processes about the way in which work is organised and performed.

As a necessary 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.

All employees will be encouraged and assisted to reach the highest level personally attainable consistent with the needs of NPC. A new employee who enters NPC at a higher level shall become competent in and undertake lower level duties, as required, to ensure full flexibility.

Specifically, the Parties aim to:

- 5.1 Ensure sustained delivery of best value to our customers in a commercial environment by:
 - (a) providing industrial relations stability,
 - (b) promoting a workplace culture that is conducive to continuous improvement,
 - (c) ensure systematic compliance with risk management requirements including Occupational Health and Safety, and Environment controls.
- 5.2 Implement an Agreement that is simple and easily understood;
 - (a) high degree of objectivity in salary determination,
 - (b) strong focus on successful results that can be directly translated to improved competitiveness and performance by the organisation.
- 5.3 Attain international best practice by becoming commercially successful by meeting the demand for innovative market focus and world competitive port management services.

6. CONTRACT OF EMPLOYMENT

- (a) 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. This will be a minimum of four hours.

- (b) The Parties to this Agreement agree that work will 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 currently titled MSB Discipline Policy will be followed in such instances.

- (c) 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.
- (d) Notwithstanding anything contained in this clause, the Corporation 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.
- (e) If 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 currently titled MSB Code of Ethics and Standard of Conduct which will be jointly reviewed by the Parties during the life of the Agreement.
- (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 20% to cover Sick Leave, Annual Leave, and Public Holidays.

REMUNERATION

The following remuneration structure and rates of pay in Clause 7 to this agreement, as adjusted from time to time in accordance with Clause 7.1 below, take effect on and from the date of registration. The structure represents a 6% 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 25 July 1996 or the date of employment, whichever is the later.

The rates of pay in Clause 7 and the payment of the employment period preceding the registration of this agreement to 25 July 1996 are to be paid in the first pay period following registration of this agreement.

ANNUAL RATE - \$ PER ANNUM

		A	B	C	D	E	F	G	H	I
Maritime Officer	Level 1	22,830	23,628	24,351	25,081	25,848	26,647	27,468	28,287	29,180
Maritime Officer	Level 2	29,131	29,890	30,648	31,407	32,188	32,924	33,693	34,441	35,200
Maritime Officer	Level 3	32,800	33,518	34,232	34,947	35,663	36,380	37,096	37,811	38,527
Maritime Officer	Level 4	36,827	37,508	38,188	38,868	39,548	40,228	40,908	41,588	42,268
Maritime Officer	Level 5	41,084	41,722	42,360	42,998	43,636	44,274	44,912	45,550	46,188
Maritime Officer	Level 6	46,787	47,351	47,914	48,478	49,042	49,606	50,170	50,734	51,298
Maritime Officer	Level 7	52,878	53,402	53,926	54,450	54,974	55,498	56,022	56,546	57,070
Maritime Officer	Level 8	59,289	59,719	60,148	60,578	61,007	61,437	61,866	62,296	62,726
Maritime Officer	Level 9	66,727	67,078	67,428	67,778	68,128	68,478	68,828	69,178	69,528

7.1 Remuneration Increases

Increases in the remuneration structure are wholly dependent on achieving productivity gains. The Parties are committed to ensuring the successful implementation of the initiatives in this Agreement. Achievement of those productivity measures described in Clause 9 will be in accordance with Clause 9.3 and will result in increases to the above remuneration structure as follows:

- 6% effective from the first pay period after 13 December 1996.
- 3% effective from the first pay period after 13 December 1997.

These increases will apply to those allowances specified below.

7.2 Operation of the Structure

- Following the signing of the NPC Enterprise Agreement and its ratification by the Industrial Relations Commission and from the first pay period commencing on or after the date of implementation of this Agreement, the above and following rates of pay will apply.
- The applicable 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.
- Severance payments and overtime are to be calculated exclusive of shift allowances and ancillary allowances (eg cost neutral aggregated overtime amounts for relevant admin staff, availability allowance for electricians etc) and weekend penalties.

(iv)

Classification

Shift Allowance

\$ per annum

Maritime Officer Grade 3D plus Working Conditions
(Port Officer Grade 1)

13,429

Maritime Officer Grade 5A plus Working Conditions
(Port Officer Grade 2)

15,412

First Aid Allowance:

418

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

Employees who are required to access the Corporation's computer system from home may elect to receive either an additional one hour added to their "time in lieu" or an additional payment of an equivalent amount. This shall not apply to employees who receive any alternative payments such as on-call availability or telephone allowances for such circumstances.

Diving Allowance:

The Corporation shall provide the opportunity for 70 dive days consisting of the following fixed rates:

Base rate of \$3,200 per annum on initial 40 dive days; 30 additional dive days at \$51 per day in accordance with the diving roster; and \$55 per dive day in excess of the 70 days.

Other elements of this allowance are detailed in the Divers' Agreement 1996/97.

- (v) 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 employer. Cost neutrality to be achieved by applying a factor of 0.8216 as a deflator as aggregated working conditions.
- (vi) Columns A and D of the Salary Model shall be utilised for job evaluation.
- (vii) Salary point movements on a remuneration level shall be accessed through the attainment and use of additional competencies. The process of identifying and valuing appropriate competencies shall be jointly developed and determined by the Corporation, employees and unions.
- (viii) Merit will be the process for promotion between levels as they currently exist.
- (ix) An Employee's personal salary which is higher than the position's level shall not be excluded from any general wage increase arising from this Agreement. On translation to this Agreement, the concept of "red circling" within the former MSB Enterprise Agreement shall no longer apply and personal salaries will be maintained subject to Clause 10.

7.3 Apprentices/Traineeships

- (a) Apprentices will be paid a percentage of the salary rate for Level 1A of the remuneration structure.

- (b) 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%

- (c) Traineeships and other employment scheme positions may also be expressed as a percentage of 1A. The Corporation may utilise the National Training Wage Award or an equivalent set of pay and conditions for trainees engaged under such schemes.

7.4 Aggregation

Subject to agreement between the Parties as to the process of formulation, the Corporation may include (but will not be limited to) such elements as cost neutral additional hours, overtime, call outs, availability and family care for all employees. Cost neutral working conditions may be determined for employees where applicable.

The Parties 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. DEDUCTIONS FROM SALARY

The deduction of union membership fees will continue to be a service offered to NPC employees.

9. PRODUCTIVITY

- 9.1 Productivity is defined as improving the Corporation's performance measured by set performance indicators. The overall objective is to improve the Corporation's profitability by concentrating on the outcomes and successful results that derive from the following processes and indicators. The implementation and monitoring of performance indicators will be undertaken jointly with management, employees and unions as part of the consultative process.

Performance will be measured in two ways. First by the introduction and implementation of the Workplace Reform Agenda contained within this Agreement and second by the achievement of productivity measures set out in 9.2.

Workplace Reform Agenda

The underlying principle of the Reform Agenda is the successful implementation of Continuous Improvement that may require a fundamental shift or transformation in attitude and the way work is managed and performed within a commercial/competitive context.

Continuous Improvement

Continuous improvement means ongoing process enhancement through constant attention to new and higher standards of achievement which embrace new technology, capital improvement and work redesign. It also relates to individual employees updating and expanding their competency base.

In this Agreement, the Parties accept a requirement to ensure that conditions are adopted which promote improvement and maintain gains in production processes and service delivery.

Through participation, involvement, competency development and communication, the Parties will create a disciplined approach to improvement which will have as an outcome, the competitive success of the Corporation.

In practical terms Continuous Improvement means a demonstrated willingness by all Parties to:

1. Manage and work to achieve maximum quality/efficiency.
2. Constantly consider, initiate and review how work is undertaken and managed (work redesign).
3. Identify possible improvements and innovations that may reduce costs, increase competitiveness, improve the value of the service or enhance the timeliness of service to customers.
4. Convey this valuable information to team members/supervisors and managers.
5. Implement improvements (including restructuring and work redesign) and communicate with all participants and customers.
6. Develop a process to undertake benchmarking with an objective of monitoring the Corporation's performance.
7. Ensure that the improvements are sustained.
8. Undertake and perform a broader range of competencies as jobs change to reflect market growth and a dynamic business strategy.

The Workplace Reform Agenda which embodies the principle of Continuous Improvement will operate to share the contribution employees make to tangible productivity increases through pay increases and employment security.

Specific items for the Workplace Reform Agenda are:

It is agreed that the Parties shall establish a process whereby:

1. The Newcastle Port Corporation mission statement will be achieved.
2. Productivity and efficiency will be enhanced and operational costs contained by:
 - (a) Implementing the National Training Reform Agenda that includes the introduction of competency standards aligned with the ASF.

- competency profiles for all positions
- competency audit for all staff
- all employees to possess all requirements/competencies within their position descriptions by December 1996.

(b) Integrating Performance Management and skills acquisition into the Training Agenda through:

- meetings between each employee and supervisor in the first six months with established Key Result Areas (K.R.A.s)
- development of agreed documentation and skill development program in the second six months.

(c) Greater emphasis on Risk Management, including OHS

(d) Implementation of Quality Management Systems that are consistent and conducive to the above improvements.

3. The benefits of continuous improvement are passed on to port users, local community and citizens of NSW.
4. Subject to Clause 9.3, it is agreed between the Parties that policies and procedures contained with point 2 above will be developed within six (6) months and will be implemented by agreement within twelve (12) months of registration of the Agreement.
5. "Productivity and Continuous Improvement" shall relate to those areas of operation over which each employee or work group has substantial input and control.
6. Customer Surveys will be implemented.

9.2 Performance Targets

The Parties shall take into account the following targets and indicative measures in implementing the Agreement.

A Port User Productivity

- i. Development of the "one stop shop" concept for Port services by March 1997.
- ii. Implementation of the Port "one stop shop" by September 1997.

B Cost Productivity

- i. **Target**
A 10% reduction in administrative overhead costs by September 1997.

Measures

- review current vacant positions to ascertain whether they require filling,
- examine devolution of some finance, payroll and personnel systems to the workplace,
- conduct a competitive benchmark for the operation of the Corporation's administrative systems.

- ii. **Target**
A 10% reduction in operational overhead costs by September 1997.

Measures

- introduce new equipment/technology that remotely records wharf data,
- match the current requirement for shift coverage with the Business's future requirements for more integrated functions,
- examine devolution of some wharf functions to the owners of the wharfs.
- Port Officers' maintenance roles expanded.

- iii. Undertake a full organisation structure/staffing review by September 1996.

- iv. Conduct competitive operation benchmark studies of all of the Corporation's functions by September 1996, commencing with the most critical (Marine Operations, Wharf Services and Marketing)

- v. Average annual lost time through absences excluding Annual and Long Service Leave remain below 3% of total time worked.

- vi. **Target**

The Parties, including Marine Pilots, shall develop a process to examine and implement within the terms of this Agreement, more cost efficient Pilot transport with a target of a 10% cost reduction over 18 months.

Measures

- examine and implement within the terms of this Agreement, more cost effective methods of transporting Pilots to vessels within the Harbour,
- greater use of motor vehicles,
- review the requirement of dedicated "positions" in conjunction with the availability of other internal staff,
- investigate replacement of current pilot cutter with a more cost efficient pilot vessel.

C **Value Productivity**

- i. Continued adherence to the dispute resolution procedures of this Agreement that enables continuous operation and targets aimed at uninterrupted supply.

- ii. NPC management shall undertake a national and international customer satisfaction and perception survey of the service provided by the Corporation and the Port as a whole, by December 1996.

Note: this comprehensive survey to establish a baseline upon which improved productivity can be measured.

- iii. Increase the number of visits to potential Port customers by 25% by March 1997.

D **Time Productivity**

- i. A reduction in controllable downtime of the Port's vessels and equipment by 10% over the first twelve months of the Agreement.

- ii. The pilotage and wharf service is provided by the time requested and

which is the most efficient for Port operations.

- iii. The Corporation remains ahead of its competitors in innovative and successful marketing campaigns.

9.3 Productivity Increases

The Parties are committed to ensuring the successful progression of the elements of this Agreement and the achievement of productivity will be the basis for salary increases.

The Parties will work cooperatively to ensure the successful agreed attainment of the above requirements. If any party becomes aware that one or more of the above objectives are unlikely to be met by the required time, they will immediately advise the other Parties in writing and convene a meeting to pursue the attainment of the objective.

If the Parties agree that a target or indicative measure identified above is not fully attainable despite their best endeavours and cooperation, or that a target cannot be met because of factors beyond the Parties' control, the inability to achieve the target in such circumstances, shall not be used as a factor to negate the productivity linked pay increases.

Any disagreement relating to the achievement of the above objectives may be referred to the Industrial Relations Commission. Any decision of the Commission on such matters shall be binding.

10. EMPLOYMENT SECURITY

10.1 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.

10.2 A process of continuous improvement will be adopted in consultation with the Parties to assess the relevance of all NPC 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 NPC policy and Government policy and guidelines.

All permanent full time or part time employees of NPC 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 10.4 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.

10.3 Voluntary Redundancy

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 Government Voluntary Redundancy Package, current at the time of redundancy, except for annual leave loading which is already included in the annualised salary used for the calculation of entitlements and other benefits.

Currently the government provides a Voluntary Redundancy Package and where an employee accepts voluntary redundancy they are entitled to the following payments as amended:

- ▶ four weeks notice of pay in lieu;

PLUS

- ▶ an additional one weeks notice or pay in lieu for employees aged 45 years and over, with 5 or more years of completed service;
- ▶ severance pay at the rate of 2 weeks per year of continuous service with a maximum of 26 weeks;

PLUS

- ▶ the benefit allowable as a contributor to a retirement fund;

PLUS

Those employees who accept an offer of voluntary redundancy within two weeks of the offer being made and terminate employment within the time nominated by the employer and agreed by the employee, will be entitled to the following additional payments :

- | | |
|---|-------------|
| ▶ Less than 1 years service : | 2 weeks pay |
| ▶ 1 year and less than 2 years service : | 4 weeks pay |
| ▶ 2 years and less than 3 years service : | 6 weeks pay |
| ▶ 3 years service and over : | 8 weeks pay |

Annual Leave Loading will not be paid by NPC, as it has already been included at the point of transition to the new remuneration structure detailed in Clause 7.1 above.

Retraining and support for employees is also included in the Government Job Assist Scheme.

- 10.4 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 and the 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 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.
 - (b) transfer of 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 make up within a reasonable period; 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 the position will be filled by advertising the position and filling the vacancy on merit.
- 10.5 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 co-operation of the employee to undertake new duties or training to ensure their new duties equate as much as possible with their personal salary.

11. HOURS OF WORK

Hours of work within this Agreement will be arranged to take into consideration the specific business needs of the NPC 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, will 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.

11.1 Ordinary Hours

(a) 35 Hour 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 7:00 am and 7:00 pm.
- iii) Ordinary hours will exclude the lunch break which will be a minimum of 30 minutes which may be taken, subject to operational requirements, between 12 noon and 2:00 pm. Time taken for a lunch break will not count as hours worked.

(b) 38 Hour 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 6:00 am and 6:00 pm.
- iii) Ordinary hours shall exclude the lunch break which will be a minimum of 30 minutes and may be taken, subject to operational requirements, between 11:00 am and 2:00 pm. Time taken for a lunch break will not count as hours worked.
- iv) 12 hours per day Continuous Shift Workers will work an average of 38 hours per week over a six week cycle. A paid crib break of 30 minutes will be allowed within the ordinary hours.

11.2 Additional Hours

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

Hours worked in addition to the contract hours in excess of 16 hours in a four

[Handwritten signatures and initials]

week cycle will be paid at overtime rates or alternatively, by agreement, taken as time off in lieu.

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

Employees other than Day Workers

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

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

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 employees/positions previously covered by the MSB (Marine and Port Services) Award and the MSB Enterprise Agreement will remain.

(a) Additional Hours

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 (with the exception of Signalmaster and V.O.O.) 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) R.D.O's are required to be taken at a mutually convenient time and within a month of being accrued. In exceptional circumstances, employees may apply to their manager for a leave credit if the R.D.O 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) Additional hours shall be performed as required by the appropriate supervisor of the NPC, however 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 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.

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. OVERTIME

The following overtime provisions will apply to employees who work overtime as described in Clause 11 Hours of Work.

(a) 35 Hour 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 Hour 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.

Employees required to work beyond the spread of hours Monday to Friday or for three and a half hours on Saturdays, Sundays and Public Holidays will be entitled to a paid meal. This payment will be agreed to the rate determined from time to time and applied within the NSW Public Service.

13. GRIEVANCE HANDLING AND DISPUTE RESOLUTION

The Corporation's Grievance Handling and Dispute Resolution Procedures are set out in Appendix A of this Agreement.

14. CONSULTATIVE PROCESS

The Parties to this Agreement shall establish ongoing and effective mechanisms to review the operation of this Agreement. The Parties will also regularly review other matters such as work and management practices, organisational structures, job design, skill inventories and other workforce factors that influence the Corporation's business objectives.

The Parties will also regularly review and when necessary amend the Agreement to give effect to continuous improvement.

The Parties agree to discuss and implement within the consultative process, those matters contained in the Skills Formation Accreditation Appendix E.

15. LEAVE

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

(i) Annual Leave

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.

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

Employees engaged on 12 hour Continuous Shift Work shall be debited Annual Leave at the rate of 1 ½ days leave for each ordinary 12 hour 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.

(ii) Long Service Leave

Employees are entitled to Long Service Leave as follows :-

Period of Service	Accrual
After ten years of service	44 working days

[Handwritten signatures and initials]

For every further
completed year of service

11 working days

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

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.

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.

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

The conditions for the taking of Long Service Leave are set out in the relevant Parts of this Agreement.

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.

(iii) Public Holidays

- (a) 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.
- (b) Subject to the provisions of subclause (c) of this Clause there shall be no deduction of pay for public holidays not worked.
- (c) 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.

(iv) 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.

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.

In granting of Leave Without Pay the NPC will use its discretion as to whether relieving arrangements will be invoked to cover such absences.

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

(v) 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. 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.

(i) 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 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.

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

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.

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

(ii) Aged and Dependant Care Leave

Paid Leave may be provided for employees to arrange or provide short term care for sick or injured dependent family member.

Each individual case 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.

(iii) Special Leave

The flexible arrangement of hours and availability of "Time in Lieu" recognises the needs of employees to be able to attend to personal concerns during business hours.

In addition to Leave for Aged and Dependant Care Leave, there may be other circumstances where an employee may require time off during working hours to attend to personal or emergency situations. Leave for such special purposes may be granted by the delegated Manager subject to agreement by the work team, where appropriate, and the employee establishing a genuine need on a case by case basis.

Special Leave will include, but not be limited to, time off for bereavement, moving residence, floods, etc.

Paid leave shall be provided in accordance with Public Sector Policy in such cases as jury duty, emergency volunteers, subpoenas, etc.

The approval and length of special leave will be at the discretion of the relevant delegated Manager.

Each individual case will be determined on a case by case basis.

(iv) Maternity Leave

Women employed by the Corporation who have completed at least forty weeks continuous service either with the NPC 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.

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.

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

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.

A woman employed by the NPC 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.

(vi) Paternity Leave

Men employed by the NPC may apply for unpaid Paternity Leave in terms of the Industrial Relations Act 1991.

(vii) Child and Family Care

The Corporation will investigate during the life of this Agreement the feasibility of responding to employee needs for the provision of child care facilities and benefits by developing a joint submission on the matter within 12 months. This may also include a component of remuneration.

17. RELIEVING

(a) The Corporation will use its discretion as to whether any relieving arrangements need to be invoked during any periods of absence.

(b) 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 competency, accreditation or licensing (where applicable). An employee shall perform all relevant functions of the employee's level for which the employee is qualified and all lower levels, and may relieve an employee in a higher level in the following circumstances :

(i) the higher duties are performed as part of a training program, in which circumstance there shall be no additional payment; or

(ii) the employee performing those duties is qualified to perform such work and those duties do not form a significant part of the employee's usual

work, in which circumstance the employee shall be paid for each completed week (inclusive of public holidays) worked at the rate applicable to the higher level.

Port Officers Grade 2 are required to perform all additional short term shifts (less than one week) in their grade when permanent Port Officer day 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.

- (e) For any period of relief coming within the provisions of this Clause, during which the employee does not perform the whole of the duties or possess all the competencies, the proportion of the higher grade payment to be paid will be determined by the appropriate manager.
- (f) Officers who relieve in higher grades for more than six months, in the aggregate during the twelve month period immediately prior to the commencement date of annual leave, shall be entitled to clear Annual Leave which accrued in respect of those twelve months, at the average rate for the higher grades in which the work is done.

This higher payment will only apply where a minimum of one week of the Annual Leave entitlement is taken, in accordance with the leave roster.

- (g) Day work employees, who undertake shift work in the same grade, shall be entitled to additional annual leave credits for the number of shifts worked in a year. Maximum additional annual leave credits for a day worker who performs shift work is 5 days per year. Payment for leave purposes for day workers who perform shift work within their grade shall be at the substantive day rate.

18. WORK REDESIGN

Work redesign shall be done on an ongoing basis to achieve continuous improvement. The Parties shall review and develop the most appropriate mechanism for work redesign through the life of the Agreement.

The design of existing jobs in the Corporation will occur according to business needs. The process may be activated by the employer, employees or union.

The purpose of work redesign is to identify the competencies required to fulfil the objectives of the Corporate and Business Plans. The competencies will then be grouped into jobs. The Work Redesign System is detailed in **Appendix B**.

19. JOB EVALUATION SYSTEM

- (a) Job evaluation involves the systematic comparison of jobs, based on work value, in order to determine the appropriate sizing of positions.
- (b) There shall be a job evaluation system used within the NPC. This system shall be known as the NPC Job Evaluation System as per **Appendix C**.
- (c) The NPC Job Evaluation System shall be used to determine the appropriate remuneration level that the position will occupy i.e. Column A or D within levels 1 to 9.

- (d) The NPC Job Evaluation System currently 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 :
- (i) **Knowledge, Skills and Experience** - examines the degree of knowledge, skill and experience required to perform the duties of the position competently;
 - (ii) **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;
 - (iii) **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
 - (iv) **Accountability and Responsibility** - assesses the degree to which a position is held to account for the outcome of assigned work or decisions.
- (e) Employees may request a re-evaluation of their position arising from any significant change in their position description.

20. PERFORMANCE MANAGEMENT SYSTEM (PMS)

The Parties, by agreement, shall phase in a PMS during the life of the Agreement. A consultation committee has been established to develop and implement the PMS.

The system will also provide continuous improvement and increased productivity at all levels of the organisation from individuals and teams to the Corporation's overall performance. See **Appendix D**

21. SKILLS FORMATION AND ACCREDITATION SYSTEM

21.1 Through the introduction of competencies in the workplace employees will be encouraged to gain and use identified Additional Competencies for which they will be able to obtain salary point movement(s) which are relevant to the Corporation. This system is outlined in **Appendix E**.

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. Additional Competencies will relate to the job, as well as tasks and functions within the work team.

21.2 The procedure to be followed for an employee to gain salary point movement within a particular level of the remuneration structure is:

- (i) Work Redesign will be undertaken on an as needs basis.
- (ii) Competency based job specifications containing core competencies will be produced as a result of the Work Redesign process and will form the basis for job evaluation.

- (iii) Each redesigned job will be evaluated using the NPC Job Evaluation System to assess the level of the new position.
- (iv) The Work Redesign process will identify all competencies required for each position (i.e. a Competency Profile).
- (v) The Competency Profile will be the main source for determining Additional Competencies for each position.
- (vi) In determining Additional Competencies required within the workgroups, managers and team leaders will consult with employees to identify where the acquisition of Additional Competencies will best meet the business needs.
- (vii) Managers will recommend the value of salary point movement(s) relating to Additional Competencies, according to the complexity of the competencies and their relationship to business needs and productivity targets.
- (viii) The approval for payment of salary point movement(s) will rest with the Chief Executive.

22. 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 will be made and trial periods implemented.

The Parties also acknowledge the importance of maintaining a workplace that is safe and free from the adverse consequences of drugs and alcohol and to this effect shall introduce a comprehensive education program.

(i) 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.

(ii) 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 in employment.

(iii) Harassment Free Workplace

The NPC is committed to ensuring that employees work in an environment free of harassment.

Harassment is any repeated uninvited or unwelcome behaviour directed at another person. The effect of harassment is to offend, annoy, or intimidate another person and to make the workplace uncomfortable and unpleasant.

Harassing behaviour is unacceptable and disruptive to the well-being of

individuals and workplace productivity. It is important that any claims of harassment are dealt with immediately and discretely at the lowest level to ensure that any alleged harassment is brought to the attention of the person concerned to avoid a repetition or escalation of the unwelcome behaviour. The Grievance Procedure shall apply to any unresolved matters.

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

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

23. PERSONNEL POLICY

The MSB Personnel Policy Manual will continue to have effect until such time as the Corporation amends, replaces or rescinds policy. This shall occur following consultation with the Parties. Clauses of the former MSB Enterprise Agreement that now form part of the Corporation's policy shall not be amended without agreement of the Parties.

As a consequence of the introduction of this Agreement, the following sections of the currently titled MSB Personnel Policy Manual remain deleted:

Policy	Reference
Proficiency Allowances	1.4
Preparation of Relieving Returns	1.16
Appointment/Employment	2.1
Birth Certificates	2.1
Medical Examinations	2.1
Relief of Positions Designated as General Scale	2.5
Payment for Contract Services	2.5
Determination of Remuneration for Senior Officers	2.9
Identification of Positions With Cross Cultural Qualifications	2.10
Temporary and Casual Employment	2.26
Leave Application	3.1
Public Holidays	3.1
Annual Leave Loading	3.42
Adjustment of Salaries of Officers and Employees	4.2
Blood Donors	4.3
First Aid	4.6
Increments	4.6
Incremental Advancement	4.7
Job Rotation	4.7
Reimbursement of Transport Licence Fees	4.10
Resignations	4.11
Requirements for Prescribing Essential and Desirable Qualifications	4.12

individuals and workplace productivity. It is important that any claims of harassment are dealt with immediately and discretely at the lowest level to ensure that any alleged harassment is brought to the attention of the person concerned to avoid a repetition or escalation of the unwelcome behaviour. The Grievance Procedure shall apply to any unresolved matters.

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

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

23. PERSONNEL POLICY

As a consequence of the introduction of this Agreement, the sections of the currently titled MSB Personnel Policy Manual in Clause 25 of the former MSB Enterprise Agreement remain deleted.

The MSB Personnel Policy Manual will continue to have effect until such time as the Corporation amends, replaces or rescinds policy. This shall occur following consultation with the Parties. Clauses of the former MSB Enterprise Agreement that now form part of the Corporation's policy shall not be amended without agreement of the Parties.

24. 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.

25. AGREEMENT NOT TO BE USED AS A PRECEDENT

The Parties confirm that this Agreement has been made having regard to the special circumstances of the Port of Newcastle and the Corporation's operations and that the contents of the Agreement are not to be used as a precedent by any Party.

26. EMPLOYEE ASSISTANCE

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

27. DURATION/OPERATION OF THE AGREEMENT

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

The Agreement shall remain in force until 30 June 1998 year after which time it may continue to be adopted with the consent of all Parties. Negotiations of the next Agreement(s) shall commence no later than twelve months prior to the expiry of this Agreement.

Trevor Riff

for and on behalf of *f*
Australian Services Union New South Wales Branch

L. Steer Robert Brown

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

Michael Fleming 25.7.96

[Signature]

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

Martin Hamell

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

Andrew Williamson

for and on behalf of
The Australian Institute of Marine and Power Engineers New South Wales District

Cyren Oakley

for and on behalf of
Newcastle Port Corporation

Treasurer

for and on behalf of
Australian Services Union New South Wales Branch

L. Steers Robert Brown

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

Michael Fleming 25.7.96

[Signature]

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

Martin O'Connell

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

Andrew Wilkinson

for and on behalf of
The Australian Institute of Marine and Power Engineers New South Wales District

Cylen Oakley

for and on behalf of
Newcastle Port Corporation

**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.