

**REGISTER OF  
ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO: EA00/250**

**TITLE: Newcastle Port Corporation Restructuring Project Agreement 2000 - 2003**

**I.R.C. NO:** 2000/3567

**DATE APPROVED/COMMENCEMENT:** 28 July 2000/ 1 August 2000

**TERM:** 40 month project

**NEW AGREEMENT OR  
VARIATION:** New

**GAZETTAL REFERENCE:** 6 October 2000

**DATE TERMINATED:**

**NUMBER OF PAGES:** 10

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES:** Applies to all Newcastle Port Corporation employees except Marine Pilots and Senior Managers

**PARTIES:** Australian Maritime Officers' Union of New South Wales -&- Australian Services Union of N.S.W., Newcastle Port Corporation, The Seamen's Union of Australia, New South Wales Branch

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3/27/00

EXHIBIT 1

28.7.00

Wilkinson

# NEWCASTLE PORT CORPORATION

**Restructuring Project Agreement  
2000 - 2003**

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## 1. TITLE

Newcastle Port Corporation Restructuring Project Agreement 2000 – 2003.

## 2. PARTIES BOUND

The parties bound by this Agreement are:

- (i) Newcastle Port Corporation;
- (ii) Australian Maritime Officers Union of New South Wales;
- (iii) Australian Services Union of New South Wales;
- (iv) Seamen's Union of Australia New South Wales Branch;

and all Newcastle Port Corporation employees (with the exception of Marine Pilots and Senior Managers).

## 3. PERIOD OF OPERATION

This Agreement shall come into effect when ratified by the Industrial Relations Commission of New South Wales and remain in place until 31 December 2003.

This Agreement is made for the project of a reorganisation and restructure. This project will have a duration until 31 December 2003. The Parties agree that an exemption under s.42 (3) of the Industrial Relations Act 1996 (NSW) is warranted for this agreement.

## 4. AGREEMENT PREVAILS OVER AWARD AND AGREEMENTS

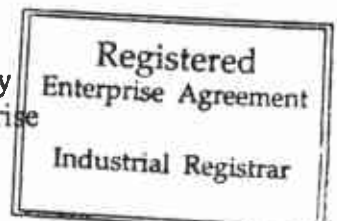
This Agreement prevails over the provisions of any award or agreement that deals with the same matters to the extent of any inconsistency.

## 5. VOLUNTARY REDUNDANCY OVERVIEW

5.1 Newcastle Port Corporation is undertaking an organisation restructure with the object of improving service delivery and reducing costs. This will lead to a reduction in employee numbers required in the organisation.

5.2 It is recognised that some displaced employees may choose to leave the organisation and to assist with this, the Corporation will provide the voluntary redundancy package set out below:

- (a) The package will be the Government Voluntary Redundancy Package as noted in the Newcastle Port Corporation Enterprise Agreement 1998 – 2000 Clause 19.3 with enhancements.



- (b) There will be a 'once only' opportunity to express interest in the package.
- (c) Those who express interest may change their mind at a later point.
- (d) The Corporation will determine the positions and skills required to meet the new restructure. Those who expressed interest and whose position is surplus will be offered the redundancy package.
- (e) The timing of the departure from the organisation of staff granted voluntary redundancy will be determined by the Corporation. Staff remaining surplus when all positions are filled will be offered the redundancy package.
- (f) The total aggregate wage *ie* the superable wage, will be used for calculation of the package. Staff relieving for more than 3 months in the last 12 months will be paid at the relieving rate. The term "pay" shall mean the superable wage.

5.3 The years of service will be determined by the long service leave test applied to the Corporation's staff as follows:

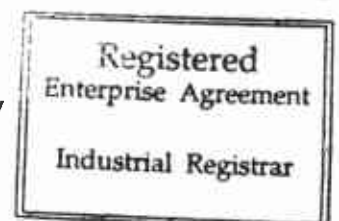
- (a) Recognised continuous government service for long service leave purposes (in State or Federal agencies) will be included in the calculation of years of service for voluntary redundancy.
- (b) For employees with previous broken periods of Maritime Services Board service recognised for long service leave purposes, only the last period of continuous MSB/NPC service will count in the calculation of years of service for voluntary redundancy.

5.4 Where employees accept voluntary redundancy they are entitled to the following payments.

- (a) Four weeks' pay in lieu of notice.
- (b) An additional one weeks' pay for employees aged 45 years and over with five or more years of completed service.
- (c) Severance pay at the rate of three weeks per year of continuous service with a maximum of 39 weeks, with pro-rata payments for incomplete years of service to be on a quarterly basis.
- (d) The benefit allowable as a contributor to a retirement fund.

5.5 Those employees who accept the offer of voluntary redundancy within three weeks of an offer being made and terminate employment at a time specified by the Corporation will be entitled to the following additional payments:

- (a) Less than one years' service - 20 weeks pay
- (b) One year and less than two years' service - 22 weeks pay
- (c) Two years and less than three years' service - 24 weeks pay
- (d) Three years and over - 26 weeks pay



- 5.6 Employees who accept voluntary redundancy may, upon production of receipts, receive reimbursement of expenses associated with counselling, training and pre-training services and compulsory books and equipment associated with courses of study. Up to \$5,000 may be spent on fees and equipment or an amount of \$5,000 may be taken in lieu of payment for the above fees and equipment.
- 5.7 For members of the State Super Fund only, provided the employee is willing to pay their own contributions to age 55 in lump sum, NPC will continue superannuation contributions until age 55 for employees in the 50 – 55 age group. This will qualify the employee for a full early retirement pension.
- 5.8 The Corporation has arranged for the following organisations to provide financial advice to staff at no cost to staff:
- (a) Deutsche Bank Financial Planning (Ph: 4926 1033), Cnr Hunter & Bolton Streets Newcastle;
  - (b) Bridges Personal Investment Services (Ph: 4926 5255, Level 7, 77 Cnr Hunter and Bolton Streets Newcastle; and
  - (c) State Super Financial Services Ltd (Ph: 4929 7367), 427 Hunter Street Newcastle.
- 5.9 Up to three separate one hour consultations will be available. The advice is available from the date of this agreement up until the VSPs are concluded.
- 6. VOLUNTARY REDUNDANCY PROCESS**
- 6.1 The following process is summarised in the flowchart contained in Appendix A.
- 6.2 Following consultation, the Corporation has now decided on the structure to take it into the immediate future.
- 6.3 It is recognised that there are employees who would be prepared to leave the organisation with a redundancy package. The Corporation will invite expressions of interest in the package during August 2000.
- 6.4 Applications for new positions in the Corporation will close when expressions of interest close.
- 6.5 Staff who are displaced and who wish to stay with the organisation are able to do so in accordance with the enterprise agreement.
- 6.6 Displaced staff will be employed on specific projects as they occur. They will be surplus to the organisation's needs and will be paid according to the EBA which provides for 12 months salary maintenance at base rate. Following this they will be paid at a level commensurate with the work being undertaken. During the salary maintenance period, staff will be paid any applicable economic adjustments and performance increases.

- 6.7 Staff who accept positions in the new structure at a salary below the level at which they are being paid will continue to be paid a personal salary at the higher level until 31 December 2003. They will be paid any applicable economic adjustments and performance increases. On 1 January 2004, their salary will revert to the graded level of the position they are occupying.
- 6.8 The parties agree to use the NPCCC to consult regularly on the implementation of processes to deal with displaced staff and the projects they undertake.

## 7. EMPLOYMENT SECURITY

- 7.1 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 agreed Disputes Resolution procedures.
- 7.2 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.
- 7.3 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.
- 7.4 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.
- 7.5 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. This undertaking will not have any effect on the process of performance or disciplinary matters which are pursued separately.
- 7.6 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.

## 8. EVALUATION AND FILLING POSITIONS

### 8.1 Identify Structure

The new structure has been agreed through the Newcastle Port Corporation Consultative Committee.

Positions in each section of the Corporation are identified.

- (a) Some positions will remain the same;
- (b) Some positions will be abolished; and
- (c) Components of some positions will be amalgamated into new positions.

### 8.2 Evaluation of New Positions

All new positions will be evaluated using one job evaluation team.

#### *Recruitment Process After Job Evaluation*

<i>Position Remaining Substantially the Same</i>	<i>New Position</i>
<p>Where positions remain <u>substantially the same</u>:</p> <ol style="list-style-type: none"> <li>1 Direct appointment of current position holder.</li> <li>2 Updated Position Descriptions will be undertaken by the end of 2000 and evaluated if necessary.</li> <li>3 Where there is only one position substantially the same, but more than one position holder, appointment will be based on merit.</li> </ol>	<p>Appointments will be based on merit after advertising positions, first internally within Newcastle Port Corporation then externally if necessary.</p>





SIGNED FOR AND ON BEHALF OF:

- (i) Newcastle Port Corporation;

*Cylen Oakley* ..... Date 19 July 00

- (ii) Australian Maritime Officers Union of New South Wales;

*Michael Fleming* ..... Date 19 July 2000

- (iii) Australian Services Union of New South Wales;

*Frank [unclear]* ..... Date 19<sup>th</sup> July 2000

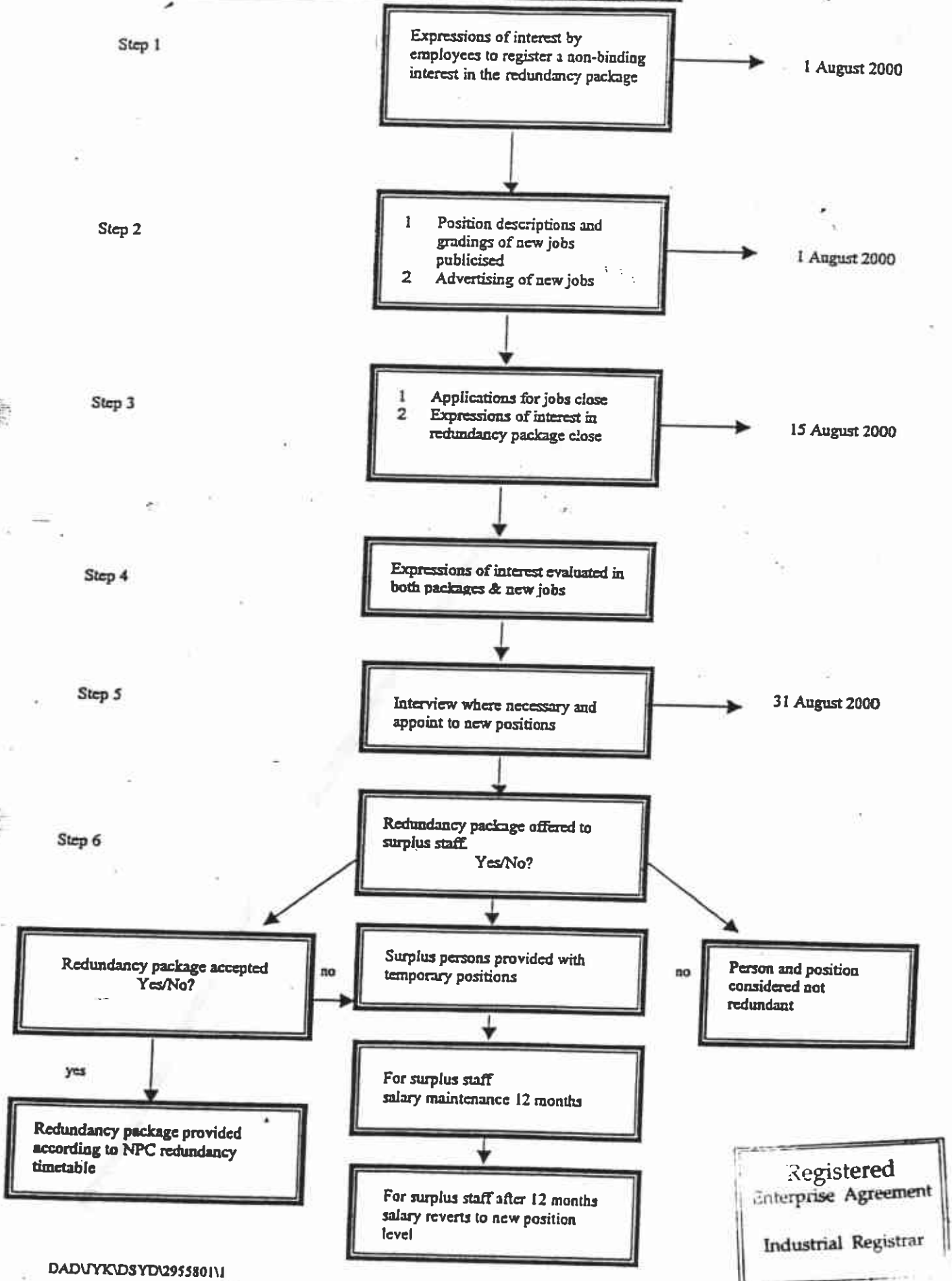
- (iv) Seamen's Union of Australia New South Wales Branch;

*[Signature]* ..... Date 19 July 2000

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APPENDIX A

Process for Newcastle Port Corporation Reorganisation



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**APPENDIX B**

**GRIEVANCE HANDLING AND DISPUTE RESOLUTION PROCEDURES**

The parties agree to adopt the Grievance Handling and Dispute Resolution Procedures in Appendix A to the Newcastle Port Corporation Enterprise Agreement 1998 – 2000.

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