

## **REGISTER OF ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO:** EA06/26

**TITLE:** Port Kembla Port Corporation Enterprise Agreement  
2005-2008

**I.R.C. NO:** IRC5/4530

**DATE APPROVED/COMMENCEMENT:** 5 September 2005 / 5 September 2005

**TERM:** 33

**NEW AGREEMENT OR  
VARIATION:** Replaces EA03/11.

**GAZETTAL REFERENCE:** 3 February 2006

**DATE TERMINATED:**

**NUMBER OF PAGES:** 42

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES:** The agreement applies to all employees employed by Port Kembla Port Corporation, located at Cnr Darcy & Military Roads, Port Kembla NSW 2505, with the exception of the Chief Executive Officer, General Managers, Port Officers and Marine Pilots, who fall within the coverage of the NSW Port Corporations Award 2001 and the NSW Port Corporations Award (Federal).

**PARTIES:** Port Kembla Port Corporation -&- the Australian Maritime Officers' Union of New South Wales, The Association of Professional Engineers, Scientists and Managers, Australia (NSW Branch), The Seamens' Union of Australia, New South Wales Branch

# **ENTERPRISE AGREEMENT 2005 - 2008**

## **VISION**

To be recognised as an efficient and competitive port manager operating in a sustainable manner.

## **MISSION**

We will promote and facilitate port trade and the provision of infrastructure and services, providing:-

- commercial returns to shareholders;
- competitive advantages to our customers and port service operators; and
- benefits to the community and environment.

## **VALUES**

The corporate values we have adopted in pursuing our Mission are:-

- Respect for staff and customers;
- Working as a team with shared vision;
- Act with trust, honesty and integrity; and
- Act with social and environmental responsibility.

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## **1. TITLE**

- 1.1** This Agreement shall be known as the Port Kembla Port Corporation Enterprise Agreement 2005-2008.
- 1.2** The terms of this Agreement shall apply to all employees of the Port Kembla Port Corporation with the exception of the Chief Executive Officer, the General Managers, Port Officers and Marine Pilots.

## **2. PARTIES BOUND**

The parties bound by this Agreement are:

- Port Kembla Port Corporation (*PKPC*)
- Australian Maritime Officers Union of New South Wales (*AMOU*)
- Association of Professional Engineers, Scientists and Managers, Australia (NSW Branch) (*APESMA*)
- Seamen's Union of Australia (NSW Branch) (*SUA*)
- All PKPC Employees with the exception of the Chief Executive Officer, the General Managers, and Marine Pilots.

who are referred to throughout this Agreement as the Parties.

## **3. AWARDS AND AGREEMENTS REPLACED**

This Agreement replaces the Port Kembla Port Corporations 2002 – 2005 Enterprise Agreement. All relevant matters contained in the Port Kembla Port Corporation 2001 Extension Enterprise Agreement and the Port Kembla Port Corporation Port Operations Restructuring Agreement shall continue to apply. This Agreement is to be read in conjunction with the NSW Ports Corporations Award as varied from time to time but overrides that Award to the extent of any inconsistency.

## **4. DEFINITIONS**

- 4.1** "Business Unit" shall mean a section, branch, or, line of business of the Port Kembla Port Corporation as appropriate.
- 4.2** "Casual Employee" shall mean any employee engaged on an irregular day-to-day basis on hourly hire.
- 4.3** "Day Worker" shall mean any employee who is not engaged in shift work.
- 4.4** "Employee" shall mean any persons engaged by the Port Kembla Port Corporation on a full time, casual, temporary or part-time basis, under the Ports Corporatisation and Waterways Management Act, 1995 (PC&WM ACT) but does not include any person who resigned or whose services were terminated prior to the date of operation of this Agreement.
- 4.5** "Employer" and "PKPC" shall mean the Port Kembla Port Corporation.
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- 4.6 "Full-Time Employee" shall mean any employee engaged on a regular basis for the full contract hours of this Agreement.
- 4.7 "Hourly Rate" shall be calculated by dividing the weekly rate by 35 for 35-hour week employees and 38 hours for those employed on a 38-hour week basis.
- 4.8 "Part-Time Employee" shall mean any employee engaged for set regular hours that are less than the full contract hours of this Agreement.
- 4.9 "Shift Worker" shall mean an employee engaged on a continuous shift roster.
- 4.10 "Temporary Employee" shall mean any employee engaged in a position for a nominated period of more than one day, or for the duration of a nominated project or activity which is limited in time.
- 4.11 "Weekly Rate" shall be calculated by dividing the annualised salary by 52.

## 5. OBJECTIVES OF THIS AGREEMENT

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

The agreement aims to provide benefits to:

<b>Customers</b>	through the delivery of safe, reliable, on time shipping services and accurate and timely administrative support.
<b>Employees</b>	through the provision of employment benefits that reflect their contribution to the business.
<b>The Corporation</b>	through achieving the goals of the Business Plan and thus ongoing commercial viability.

- 5.2 It is PKPC's aim to be recognised as a model employer. As a model employer we will have a workforce which is highly successful and committed. It encourages learning, practicing continuous improvement, is commercially successful and responsive to the needs of its people and customers. The Parties agree to work towards creating an environment in which people want to work and which provides them with development opportunities and fair rewards.
- 5.3 The Parties agree that these objectives will be pursued by the setting of productivity targets and the introduction of operational procedures and conditions of employment in an environment which will provide a sound basis for achievement of the PKPC goals.
- 5.4 A theme and fundamental feature of this Agreement is the continued improvement of methods of work organisation which will eliminate demarcations and increase the functional flexibility of the workforce.
- 5.5 The parties are committed to continuing development of an organisation which encourages consultation, co-operation and participation in the workforce.

## 6. CONTRACT OF EMPLOYMENT

- 6.1 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.

- 6.2** 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. The minimum period of hire shall be four hours.
- 6.3** The Parties agree that work will continue to be performed as specified in this Agreement. The PKPC will consider any unreasonable failure to meet this work requirement to be a refusal to perform duties and the PKPC Discipline Policy will be followed in such instances.
- 6.4** With the exception of casual employees and temporary employees, notice of termination of employment of a fortnight by an employee or the employer shall be given and paid. If the notice is worked out, the remuneration, which would normally apply, will be paid.
- 6.5** Notwithstanding anything contained in this clause, the PKPC in accordance with the Discipline Policy will have the right to dismiss any employee for misconduct or neglect of duty and, in such cases, salary will only be paid up to the time of dismissal.
- 6.6** If an employee has given notice or the PKPC has given notice to an employee and the employee is absent from work during the period of notice, unless on approved leave, the employee will be deemed to have abandoned their employment. In such cases the PKPC will have the right to terminate the contract of employment from the last day worked.
- 6.7** All employees are bound by the currently titled, Port Kembla Port Corporation Code of Conduct.
- 6.8** Temporary employment shall have the same benefits and conditions as full time or part time employment except that the contract shall be for a specific period. The contract may be extended by the employer; however, any such extension shall not confer on the employee any right or expectation of continuing employment beyond the period of the current contract.
- 6.9** Part-time employment - part-time employees shall be employed for a guaranteed minimum period of no less than 20% of the contract hours of a full time position. All leave accruals and separation entitlements of part-time employees shall be calculated and paid on a pro-rata basis of the full-time position at the full-time rate of pay.
- 6.10** Casual employment - a casual employee for working ordinary time shall be paid by the hour for the work performed plus 20% to cover Sick Leave, Annual Leave, and Public Holidays.
- 6.11** On termination employees are required to return all property belonging to Port Kembla Port Corporation. Each item on loan to an employee will be identified at time of issue and the employee will be responsible for ensuring that those items are returned prior to the employee leaving the service of Port Kembla Port Corporation. Employees may be required to compensate Port Kembla Port Corporation for property which is not returned.
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## 7. REMUNERATION

- 7.1 There shall be a 4.5% increase in the remuneration structure and rates of pay effective the first full pay period after 1 July 2005, 1 July 2006 and 1 July 2007.

The current Shift Allowance shall be increased by 4.5% and apply from the first full pay period after 1 July 2005, 1 July 2006 and 1 July 2007.

All other allowances shall increase by 4.5% from the first full pay period after 1 July 2005, 1 July 2006 and 1 July 2007.

The remuneration structure and rates of pay shall be contained in Appendix A to the Enterprise Agreement.

### 7.2 Shift Loading and Penalty Allowance

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

#### Shiftwork

Position Title	First Full Pay Period on or after :		
	01/07/2005	01/07/2006	01/07/2007
Port Officer	\$18,754	\$19,598	\$20,480
Ship Port Officer	\$21,521	\$22,489	\$23,501
Vessel Traffic Service Officer (VTSO)	19,175	20,038	\$20,940

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

### 7.4 First Aid Allowance

This allowance applies to Administrative Staff who have been designated by management to perform first aid duties. The First Aid Allowance will increase each year of the Agreement to the same extent as Base Salary increases. The table below reflects the 4.5% increase per annum.

	First Full Pay Period on or after :		
	01/07/2005	01/07/2006	01/07/2007
Eligible Employees	\$ 560 per annum	\$ 585 per annum	\$611 per annum

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

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

- 7.6 Merit will be the basis for promotion between levels.
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## **7.7 IT Call Out Payments**

When an IT employee is called in to work outside normal hours a minimum of four hours pay at the applicable overtime rate shall be paid for such work.

Where an IT employee is able to resolve a system failure by telephone and that telephone call extends for at least ten minutes, a minimum payment of one hour will be paid. Should the call extend beyond one hour, payment will be made for actual time spent resolving the issue. Payment for resolving system failures by telephone or by way of call out will require approval by the General Manager from the Branch in which the system failure has occurred or their delegate. Supportive documentation will be provided indicating as a minimum, the system failure, the approver, the person requesting the assistance and the duration of the call(s).

## **7.8 Trainees**

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

## **7.9 Salary Packaging**

Salary packaging is available to all employees subject to the provisions of the PKPC Remuneration Packaging Policy and Procedure Manual.

## **7.10 Working Conditions**

The parties reserve the right, to review the levels of overtime and additional hours payments and to annualise the salary for individual employees or work groups on a cost neutral basis.

The parties similarly reserve the right as part of the consultative process to review:

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

# **8. ADDITIONAL FLEXIBLE WORK PRACTICES**

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

# **9. DEDUCTIONS FROM SALARY**

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

# **10. SUPERANNUATION**

- 10.1** A PKPC employee who is a member of the State Superannuation Scheme (SSS) or the State Authorities Superannuation Scheme shall continue to be a member of either scheme.
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**10.2** For all other employees covered by this agreement and the Enterprise Agreement the following shall apply:

- (a) The employee may belong to a complying (under SGC Legislation) Superannuation Scheme nominated by the employee and the Port Kembla Port Corporation shall submit all superannuation contributions to the employee nominated scheme.
- (b) Each employee shall be eligible to the following:
  - From the first full pay period after 1 July 2005 PKPC employer contributions to the nominated Superannuation Scheme shall be 12% of the employees salary (including SGC contributions) provided the employee agrees to make an employee contribution of a minimum of 3% of salary from 1 July 2005

**10.3** For the purposes of this clause an “employees salary” shall be the base salary and shift allowance if applicable.

**10.4** Employee superannuation contributions can be salary packaged (salary sacrifice).

## **11. INCOME PROTECTION**

The Port Kembla Port Corporation will provide assistance to employees suffering from long term serious illness/injury by granting sick leave salary continuance for a period of up to 2 years at the rate of 75% of their salary.

Sick Leave Salary Continuance will commence 90 days after the serious illness or injury occurs. During the 90 day period an employee will be paid ordinary earnings and will also be required to use any accumulated sick leave.

Normal sick leave entitlement is one week on full pay for each year of service, cumulative on a three years to date basis.

The granting of serious illness/accident sick leave salary continuance will require medical certificates from a treating doctor. The Corporation reserves the right to seek a second opinion from a suitably qualified professional practitioner at the Corporation’s expense.

Salary continuance shall not apply to any event directly caused or resulting from:

- Employee being an aircraft pilot or crew member of any aircraft or the employee being engaged in any aerial activity except as a passenger in a properly licensed aircraft or helicopter.
- Intentional self inflicted injury, suicide or attempted suicide.
- Pregnancy or childbirth other than complications arising there from.
- Any professional sporting activities.
- A criminal act committed by an employee.
- Any other act deemed by the Chief Executive Officer to not fall within the spirit of this clause.

The leave is subject to the approval of the Chief Executive Officer.

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## **12. EMPLOYMENT SECURITY**

### **12.1 Staffing Levels**

- 12.1.1** The appropriate organisation structure and staffing levels will be established by PKPC, consistent with its agreed role and responsibilities.
- 12.1.2** For the term of this Agreement, staff reductions will be in accordance with applicable government policy and guidelines on managing displaced employees which currently allows reduction only through natural attrition, redeployment or voluntary redundancy.
- 12.1.3** Subject to the provision of applicable Government policy and guidelines all full time or permanent part time employees of the PKPC will have security of employment for the term of this Agreement. This undertaking provides that an employee who wants to will have the opportunity to continue in employment with the PKPC for the life of this Agreement however, this undertaking extends to employees rather than positions. That is, positions may be restructured or deleted from the structure.
- 12.1.4** Any employee whose job changes substantially or is deleted during the term of this agreement may be offered the Government's Standard Voluntary Redundancy Package current at the time of offer. This undertaking will not have any affect on the process of performance or disciplinary matters which are pursued separately.
- 12.1.5** Displaced employees who are excess and redeployed to a position with a lower salary are entitled to salary maintenance for a period of 12 months. In special circumstances the parties to this Agreement reserve their right to renegotiate Clause 12.1.5.

### **12.2 Organisational Change Restructuring Process**

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

## **13. HOURS OF WORK**

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

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

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

**13.3** Starting and finishing times, within the spread of hours, shall be agreed between management and employees, however if agreement cannot be reached the needs of the organisation must prevail and managers will therefore determine starting and ceasing times. Once starting and ceasing times have been established reasonable notice will be given (normally 5 calendar days) of any changes required. The Parties may agree to vary the starting and ceasing times with shorter notice.

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

**13.5** Overtime where previously approved will be paid for work performed outside of the spread of hours detailed in sub-Clause 13.6.2 of this Clause or for work performed on a Saturday, Sunday or Public Holiday.

### **13.6 Ordinary Hours – Administrative Employees**

The ordinary hours of work

**13.6.1** Will be an average of 35 hours per week over a four-week cycle.

**13.6.2** Ordinary hours worked on any one day (Monday to Friday) will be worked between 7:00am and 7:00pm.

**13.6.3** Notwithstanding any other provision of this clause an employee and his/her supervisor/manager may at anytime agree to other arrangements provided they meet the needs of the Business Unit and the contract hours are worked within the cycle.

**13.6.4** Ordinary hours will exclude the meal breaks which will be a minimum of 30 minutes. Time taken for meal breaks will not count as hours worked. The meal break shall be given no less than 2 hours nor more than 5 hours after starting work unless by mutual consent.

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### **13.7 Additional Hours**

**13.7.1** Based on a 4-week cycle, hours worked in addition to the 140 hours and up to 147 hours will be taken, at a mutually convenient time, as time off in lieu. Additional hours up to 161 hours (with prior approval) accrued at the end of each cycle may be carried over to the next cycle by mutual Agreement. In the four week cycle, hours worked (with prior approval) may be taken as time in lieu or be paid, at the discretion of the employee. In circumstances where operational requirements do not allow for time off in lieu, payment at ordinary time will be made. Time off in lieu shall be allowed at a mutually convenient time.

Hours worked, with prior approval, in addition to the contract hours in excess of 21 hours in a four week cycle, may by mutual agreement, be paid at time and a half to 28 hours and double time thereafter or alternatively, by agreement, be taken as time off in lieu at ordinary time, at a mutually convenient time.

**13.7.2** Hours worked in addition to the contract hours in excess of 21 hours in a four week cycle, may by mutual agreement, be paid at time and a half to 28 hours and double time thereafter or alternatively, by agreement, be taken as time off in lieu at ordinary time.

**13.7.3** Employees recalled to work overtime will be entitled to a minimum of four hours overtime for such work. This will not apply when an employee is called in to work early in which case overtime, if outside the ordinary span of hours, would be paid.

### **13.8 Ordinary Hours – Marine Branch Shiftwork Employees**

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

**13.8.2** The provisions for hours of work for employees/positions previously covered by the MSB (Marine and Port Services) Award will remain. These are:

### **13.9 Hours**

**13.9.1** Day workers and shift workers will work as a team being allocated to duties by the supervisor at times according to rosters

**13.9.2** Day workers and shift workers will perform additional periods of duty as required by the supervisor, for instance, to complete a fully complemented shift, or to complete tasks already commenced.

**13.9.3** A break of thirty minutes shall be allowed between the fourth and fifth and eighth and ninth hour after the commencement of work and between each fourth and fifth hour thereafter. For day workers this break shall be of forty-five minutes duration.

### **13.10 Additional Hours**

**13.10.1** Additional hours shall be performed as required by the appropriate supervisor of the PKPC, however an exhaustion break shall apply after eighteen continuous hours inclusive of meal breaks in all circumstances.

**13.10.2** Necessary overtime required to be worked because of shift rosters and additional hours to meet work demands has been fully comprehended in the aggregate wage.

**13.10.3** An employee who works so many additional hours between the termination of work on one day and the commencement of work on the next day that the employee has not had at least ten consecutive hours off duty between those times, shall, subject to this subclause, be released after completion of such additional hours until that employee has had ten

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consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

**13.10.4** The provision of the above subclause shall apply in the case of shift workers as if eight hours were substituted for ten hours when additional hours are worked,

- (i) for the purpose of changing shift rosters; or
- (ii) where a shift worker does not report for duty and a shift worker is required to replace such shift worker; or
- (iii) where a shift is worked by arrangement between the employees themselves.

**13.10.5** No separate payment shall be made for additional hours worked.

**13.10.6** Where additional hours are required and are considered by the employee concerned to be excessive, the work will be performed and any grievance pursued in accordance with the Grievance and Dispute Resolution Procedures of this Agreement

## **14. OVERTIME**

The following overtime provisions will apply, except for employees covered under Sub-Clauses 13.8, 13.9 and 13.10.

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

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

**14.3** For overtime worked on a Public Holiday, at the rate of double time and one half, in addition to the normal remuneration for that day.

**14.4** Employees required to work overtime beyond the spread of hours Monday to Friday, Sundays and Public Holidays or beyond 12.30pm on Saturdays will be entitled to a paid meal. The amount of payment is agreed to be the rate determined from time to time and applied within the NSW Public Service.

## **15. RESOLUTION OF GRIEVANCES**

### **15.1 Objectives**

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

### **15.2 Grievances**

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

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## **15.3 Grievance handling guidelines**

### **Step 1**

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

### **Step 2**

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

### **Step 3**

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

### **Step 4**

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

### **Step 5**

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

### **Step 6**

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

### **Step 7**

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

### **Step 8**

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

### **Step 9**

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

### **Step 10**

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

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## **Confidentiality**

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

## **Working party**

A working party consisting of management and staff representatives will within six months from the certification of this agreement review this clause to ensure appropriateness and practical application. The parties may vary this agreement as a result of the review.

## **16. DISPUTE RESOLUTION**

### **16.1 Objective:**

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

### **16.2 Disputes**

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

### **16.3 Continuity of Operations and Dispute Resolution Procedure**

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

### **16.4 Avoidance of Disputes**

**16.4.1** Every effort will be made to create a dispute-free working environment and to achieve the employment stability of PKPC employees throughout the lifetime of this Agreement.

**16.4.2** There is a reciprocal requirement for both management and employees and the union to provide relevant information and explanation and consult one another.

**16.4.3** Management for its part will encourage a dispute-free working environment by treating all employees equitably and fairly.

### **16.5 Dispute Settlement Procedure**

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

#### **Stage 1**

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

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### **Stage 2**

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

### **Stage 3**

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

### **Stage 4**

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

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

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

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

## **16.6 Record Keeping**

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

## **17. CONSULTATIVE PROCESS**

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

**17.2** To this end each Business Unit will meet on a monthly basis to discuss matters likely to affect Corporation's activities as well as performance against the Business Plan.

**17.3** The Business Unit will develop its own agenda and the timing and conduct of meetings.

**17.4** It should be recognised that certain information to be dealt with by the Committee may be commercially sensitive and/or confidential. The Parties undertake that they will respect the sensitivity of such material.

**17.5** There shall be a bi-annual meeting of all employees at which the Chief Executive Officer / Managing Director and management will provide an overview of the business performance, challenges and opportunities. Staff shall have yet another opportunity to provide feedback and seek answers to issues if necessary.

**17.6** The parties to this Agreement shall meet each six months, commencing six months from the Commission approving the Agreement, to discuss and monitor the implementation of this Agreement.

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Officers of each union and nominated workplace representatives shall, together with PKPC management, attend the consultative meetings.

## **18. LEAVE**

### **18.1 Anniversary Date**

The anniversary date for Annual Leave and Long Service Leave shall be the date of engagement/or as adjusted following any periods of leave Without Pay. The anniversary date for Sick Leave shall be the first day of July each year.

### **18.2 Annual Leave**

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

**18.2.1** Employees are entitled to Annual Leave as follows: -

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

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

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

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

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

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

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

### **18.3 Long Service Leave**

**18.3.1** Employees are entitled to Long Service Leave as follows: -

<i>Period of Service</i>	<i>Accrual</i>
After ten years of service	44 working days
After 5 years of service (10 Year Pro Rata)	22 working days
For each completed year of service after 10 Years	11 working days per annum

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

#### **18.4 Public Holidays**

- 18.4.1** The following days or the days upon which they are observed shall be Holidays, viz New Years Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, ANZAC Day, Queen's Birthday, National Aboriginal Day (for Aboriginal employees), Labour Day, Christmas Day, Boxing Day and all other days which may be gazetted as public holidays throughout the State.
- 18.4.2** Subject to the provisions of subclause 18.4.3 of this Clause there shall be no deduction of pay for public holidays not worked.
- 18.4.3** Employees who absent themselves from duty without approval from a delegated manager on the working day prior to and/or the working day following any Public Holiday shall not be entitled to receive payment for such holiday.

#### **18.5 Leave Without Pay**

- 18.5.1** An employee wishing to take a period of Leave Without Pay shall make application to their supervisor specifying the reasons for such Leave and the period of leave proposed.
- 18.5.2** Each application for Leave Without Pay shall be considered by the relevant delegated manager on its merits, taking into account the wishes of the employee and the requirements of the Business Unit. Leave Without Pay shall only be granted if business needs can be accommodated during the period of Leave proposed.
- 18.5.3** In granting of Leave Without Pay the PKPC will use its discretion as to whether relieving arrangements will be invoked to cover such absences.
- 18.5.4** Annual Leave and Long Service Leave shall not accrue during periods of Leave Without Pay.
-

**18.5.5** In the case of superannuated employees, periods of Leave Without Pay in excess of six months may only be granted if satisfactory arrangements are made for the employee to pay their own superannuation contributions as well as the PKPC's liability, for the whole period of Leave Without Pay.

## **18.6 Trade Union Training Leave**

**18.6.1** Paid leave may be granted up to a maximum of 12 days in any period of two years to an employee to attend short trade union training courses or seminars conducted by or with the support of the ACTU on the following conditions: -

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

## **18.7 Study Leave**

The Port Kembla Port Corporation will pay all reasonable costs associated with an employee attending training and development courses of mutual benefit to the employee and the Corporation or where this is a stated requirement in a PKPC Job Description.

## **19. 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.

### **19.1 Sick Leave**

Sick Leave entitlement is five (5) un-certificated days per annum. Once an employee has taken five days un-certificated sick leave per annum, payment for additional sick leave will require a Doctor's Certificate. Certificated sick leave is not to be considered taken from the annual five (5) days un-certificated sick leave entitlement. In all circumstances absences in excess of two consecutive work days will require a Doctor's Certificate. After 90 days of sick leave the provisions of Clause 12 may apply.

**19.1.2** Where illness occurs, each individual case shall be reviewed in accordance with the following procedures: -

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

- (b) Where an employee is unable to report for work through illness, this will be reported to the supervisor/team leader within one hour of the normal commencement time. In the case of Shift Workers, where practical, notification will be made prior to the finish of the previous shift. Approval for payment of Sick Leave will be made by the delegated manager.
- (c) Documented medical evidence and/or a medical examination by a medical practitioner may be necessary when required by the PKPC when sick leave taken is over and above the employee's entitlement.

## **19.2 Aged and Dependant Care Leave**

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

## **19.3 Special Leave and Compassionate Leave**

- 19.3.1** The flexible working hours arrangements provide an opportunity for employees to attend to urgent and unforeseen personal concerns during business hours without the need for access to additional time off.
- 19.3.2** Paid leave may be provided for bereavement or urgent personal business.
- 19.3.3** Other types of paid leave include but are not limited to jury duty, voluntary emergency services, subpoenas and Defence Force service leave and shall be provided in accordance with Public Sector Policy.
- 19.3.4** Each case will be determined on an individual basis and the approval and length of leave will be at the discretion of the relevant delegated Manager and, where appropriate, subject to agreement by the work team and/or the employee establishing a genuine need.

## **19.4 Maternity Leave**

- 19.4.1** Women employed by the PKPC who have completed at least forty weeks continuous service either with the PKPC or with an organisation listed in the Schedule to the Transferred Officers Extended Leave Act 1961, prior to commencement of Maternity Leave shall be granted paid maternity Leave on full pay for 9 weeks from the date Maternity Leave commences. Maternity Leave may commence up to 9 weeks prior to the expected date of birth, as indicated on the medical certificate furnished with the application for Maternity Leave.
  - 19.4.2** Payment for Maternity Leave may be on a normal fortnightly basis; or in advance in a lump sum; or at a rate of half pay over a period of 18 weeks on a regular fortnightly basis.
  - 19.4.3** Employees may elect to take Annual leave to credit on half pay during any period of half pay Maternity Leave.
-

**19.4.4** Employees who have been granted Annual and/or Long Service Leave in respect of any period subsequently allowed as paid Maternity Leave shall be re-credited with such Annual and/or Long Service Leave.

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

## **19.5 Paternity Leave**

Men employed by the PKPC may apply for paid Paternity Leave of one (1) week on full pay or two weeks (2) on half pay in terms of the Industrial Relations Act 1996.

## **19.6 Child Care**

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

## **20. RELIEVING**

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

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

**20.3** Nothing within this Clause is intended to replace employees working at a lower level with those at a higher level.

**20.4** Where the exercise of higher level duties occurs on a regular basis and they form a significant part of the employee's work; the employee is entitled to seek payment for higher duties. Higher duties/relief payment shall be made after a minimum period of one week.

**20.5** On the first occasion of relief in a position the first 5 days are developmental and will not be paid at a higher rate.

This developmental phase only applies once, that is, on the first occasion of relief in any dissimilar position. If on the first occasion of relief the period exceeds 5 days, payment at a higher rate may be made for days in excess of the 5 developmental days.

**20.6** Provided an employee has satisfactorily completed a developmental period any further instances of relief will be paid provided that the period of relief is for 5 or more days except for designated operational positions which will be paid for relief on an occurrence basis.

**20.7** For any period of relief coming within the provisions of this Clause during which the employee does not perform the whole of the duties the allowance to be paid will be determined by the appropriate manager.

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## **21. JOB REDESIGN**

- 21.1** The design of existing jobs in the PKPC shall occur according to Business Needs. The process may be activated by the employer, employees or union.
- 21.2** An outcome of job redesign is a position specification.

## **22. JOB EVALUATION SYSTEM**

- 22.1** Job evaluation involves the systematic comparison of jobs, based on work value, in order to determine the appropriate sizing of positions.
- 22.2** There shall be a job evaluation system used within the PKPC. This system shall be known as the Job Evaluation System.
- 22.3** The Job Evaluation System shall be used to determine the appropriate remuneration level that the position will occupy.
- 22.4** The Job Evaluation System employs the Organisation Consulting Resources (OCR) methodology to determine work value.
- 22.5** A fair and equitable appeal mechanism has been developed and will continue to apply.

## **23. PKPC SKILLS FORMATION**

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

## **24. SELECTION COMMITTEES**

- 24.1** Selection Committees will consist of two or more persons:

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

As a general rule:

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

**24.2** The Selection Committee should agree on:

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

**24.3** Selection Committees should be impartial and avoid presumptions about stereotyping of candidates.

**24.4** Selection Committees should aim to reach consensus in the selection process. If consensus cannot be reached a majority and minority recommendation may be made.

## **25. WORKPLACE REPRESENTATIVES**

The role and responsibilities of Workplace Representatives, and the mutual understandings of the PKPC and the PKPC Unions regarding Union representatives, are set out hereafter.

**25.1** Representatives are empowered to act in an official capacity for and on behalf of their Union in accordance with its rules.

**25.2** It is fundamental that delegates are employees of the Corporation and that their prime responsibility and duty is as employees. Their activities on Union business must not be inconsistent with their contract of employment.

**25.3** On election/nomination of a member as a delegate , the Corporation expects the Union concerned to notify it in writing addressed to the Chief Executive Officer advising the following information: -

- (a) New representative's name.
- (b) Name of representative replaced, new or additional position.
- (c) Work location and telephone contact number.
- (d) Work group that the representative is responsible for.

**25.4** Upon receipt of a notification including the information outlined in Clauses 25.3 (a) to (d) above, the PKPC recognises delegates as in Clause 25.1.

**25.5** This recognition supports the legitimate part played by representatives in operations of the Union in its dealings with PKPC and involves activities such as: -

- (a) Advising members on the best way to deal with particular problems in their individual cases (such as pay queries, leave matters, errors in entitlements). Assistance in these cases would generally be available through supervisors, or personnel in the payroll or human resources areas.
  - (b) Presenting complaints or concerns of the work group which the representative is responsible for to the supervisor. In doing so the representative is expected to be aware of and follow the PKPC Grievance Handling and Dispute Resolution Guidelines detailed in Clauses 15 and 16 of this Agreement.
  - (c) Attending meetings or conferences called by their Union(s), Peak Councils or the PKPC.
-



- (d) Attending the proceedings at the Industrial Relations Commission when required as a witness or to assist the Union Advocate.

**25.6** For meetings and conferences (as set out in Clause 25.5c above) representatives must obtain prior approval from their supervisors to attend.

**25.7** The PKPC is not under any obligation to pay delegates whilst they attend to Union business, however, in line with the spirit inherent in recognition of the role of representatives, the PKPC is prepared to pay where the following criteria are met:

- (a) Safety and operational requirements are not prejudiced, an application for special leave is submitted and supervisor approval is obtained beforehand.
- (b) The PKPC considers that the request is reasonable and leads to more constructive employee relations.
- (c) For proceedings at the Industrial Relations Commission, assistance to a Union Advocate is limited to no more than two on each occasion.

**25.8** The procedure for notifying for meetings convened by unions and Peak Councils is notification in writing, giving 2 working days notice of the meeting, including dates, venues, proposed agenda an approximate time the meeting will take and details of representatives expected to attend. The PKPC will be provided with an attendance list of meetings. In exceptional circumstances the parties agree the above procedures may be waived.

**25.9** The current practice, whereby recognised Union Delegates are allowed a reasonable opportunity to carry out general union business on-site at times mutually convenient to the employees and Corporation, will be continued.

**25.10** When involved in union activity, representatives are expected to observe the same standards of conduct and behaviour as any employee. Breaches will be dealt with on the same basis as for all employees - either under the PKPC Disciplinary Procedures or other appropriate action.

**25.11** PKPC reserves the right to notify the relevant union should it consider a recognised delegate is abusing any privilege extended to the delegate.

## **26. WORK ENVIRONMENT**

### **26.1 Occupational Health and Safety**

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

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

**26.1.2** At all times the PKPC and employees will comply with the Occupational Health and Safety Act 2000.

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

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## **26.2 Equality of Employment and Elimination of Discrimination**

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

## **26.3 Harassment Free Workplace**

**26.3.1** The Parties are committed to ensuring that employees work in an environment free of harassment.

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

**26.3.3** Harassing behaviour is unacceptable and disruptive to the well being of individuals and workplace productivity.

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

**26.3.5** Managers and supervisors shall prevent all forms of harassment by setting personal examples, by ensuring proper standards of conduct are maintained in the workplace, and by taking immediate and appropriate measures to stop any form of harassment of which they may be aware.

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

## **27. PERSONNEL POLICIES**

**27.1** The currently titled MSB Personnel Policy Manual will continue to have effect until such time as the PKPC amends, replaces or rescinds policy in conjunction with discussions with employee representatives.

**27.2** Any proposed changes to the Personnel Policy Manual will be referred to PKPC Consultative Committee before being enacted.

## **28. NO EXTRA CLAIMS**

Parties to this Agreement agree not to pursue any extra claims, during the life of this Agreement other than negotiating a successor Agreement as provided for in Clause 30 of this Agreement. The parties agree to review, and if necessary vary, the Awards and Appendix B of this agreement to reflect minimum or test case standards as decided by the Commission during the life of this Agreement.

## **29. OPERATION OF THIS AGREEMENT**

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

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### **30. DURATION OF AGREEMENT**

This Agreement shall take effect on and from the date of registration and shall remain in force until 30 June 2008.

The parties will commence negotiations on a new Agreement no later than three months prior to the nominal expiry date (30 June 2008) of this Agreement.

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## 31. SIGNATORIES

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for and on behalf of

**Port Kembla Port Corporation**

**DATE:**

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for and on behalf of

**Australian Maritime Officers Union of New South Wales**

**DATE:**

for and on behalf of

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

**DATE:**

for and on behalf of

**Seamen's Union of Australia New South Wales Branch**

**DATE:**

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## BASE SALARY STRUCTURE

Maritime Officer		First Full Pay After		
		01/07/2005	01/07/2006	01/07/2007
		Base Per Annum	Base per Annum	Base per Annum
Level 1	A	34,588	36,144	37,770
	D	37,604	39,296	41,064
Level 2	A	43,246	45,192	47,226
	D	45,167	47,200	49,324
Level 3	A	48,369	50,546	52,821
	D	50,530	52,804	55,180
Level 4	A	54,132	56,568	59,114
	D	56,564	59,109	61,769
Level 5	A	60,612	63,340	66,190
	D	63,351	66,202	69,181
Level 6	A	67,915	70,971	74,165
	D	70,991	74,186	77,524
Level 7	A	76,122	79,547	83,127
	D	79,585	83,166	86,908
Level 8	A	85,355	89,196	93,210
	D	89,250	93,266	97,463
Level 9	A	95,743	100,051	104,553
	D	99,304	103,773	108,443

**AWARD CONDITIONS OF EMPLOYMENT**

The Port Kembla Port Corporation and the Australian Maritime Officers Union agree that the following conditions of employment contained in the New South Port Corporations Award 2001 at the time of certification of this agreement shall continue to apply to employees of PKPC for the term of this agreement.

Where there is an inconsistency between this Appendix B and the general part of the Port Kembla Port Corporation Enterprise Agreement 2005-2008 the provisions of the general part shall prevail.

**1. ANTI-DISCRIMINATION**

- 1.1 It is the intention of the respondents to this award to achieve the principal object in s.3(f) of the *Industrial Relations Act 1996* (NSW) 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.
- 1.2 It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this agreement the parties have obligations to take all reasonable steps to ensure that the operations of the provisions of this agreement are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the agreement which, by its terms of operation, has a direct or indirect discriminatory effect.
- 1.3 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 or unlawful discrimination or harassment.
- 1.4 Nothing in this clause is to be taken to affect:
  - 1.4.1 any conduct or act which is specifically exempted from anti-discrimination legislation;
  - 1.4.2 offering or providing junior rates of pay to persons under 21 years of age;
  - 1.4.3 any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
  - 1.4.4 a party to this agreement from pursuing matters of unlawful discrimination in any State or federal jurisdiction.
- 1.5 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.

**2. TYPES OF EMPLOYMENT**

- 2.1 General
    - 2.1.1 Employees under this agreement will be employed in one of the following categories:
      - 2.1.1(a) full time Employees; or
      - 2.1.1(b) part-time Employees; or
      - 2.1.1(c) casual Employees; or
      - 2.1.1(d) fixed term contract Employees (“Temporary Employees”).
    - 2.1.2 At the time of engagement an Employer will inform each Employee of the terms of their engagement and in particular whether they are to be full-time, part-time, casual or Temporary Employees.
-

## 2.2 Casual Employment

- 2.2.1 A casual Employee is an Employee engaged as such.
- 2.2.2 A casual Employee for working within the ordinary hours of work (pursuant to Clause 6) shall be paid per hour for the work performed plus 20% loading which incorporates the casual Employees' entitlements to annual leave, annual leave loading and any other rates and allowances contained in this agreement except overtime and shift allowances.
- 2.2.3 Casual Employees must be paid at the termination of each engagement, but may agree to be paid weekly or fortnightly.
- 2.2.4 On each occasion a casual Employee is required to attend work he or she is entitled to a minimum payment for two hours work.

## 2.3 Part-time Employees

- 2.3.1 An Employer may employ part-time Employees in any classification in this agreement.
- 2.3.2 A part-time Employee is an Employee who:
  - 2.3.2(a) works less hours than a full-time Employee;
  - 2.3.2(b) has reasonably predictable hours of work; and
  - 2.3.2(c) receives, on a pro-rata basis, equivalent pay and conditions to those of full-time Employees who do the same kind of work.
- 2.3.3 At the time of engagement the Employer and the part-time Employee will agree in writing, on a regular pattern of work, specifying at least the hours worked each day, which days of the week the Employee will work and the actual starting and finishing times each day.
- 2.3.4 Any agreed variation to the regular pattern of work will be recorded in writing.
- 2.3.5 An Employer is required to roster a regular part-time Employee for a minimum of two consecutive hours on any shift.
- 2.3.6 An Employee who does not meet the definition of a regular part-time Employee and who is not a full-time Employee or temporary Employee will be paid as a casual Employee in accordance with clause 2.2.
- 2.3.7 All time worked in excess of the hours as mutually arranged, excluding any Additional Hours, will be overtime and paid for at the rates prescribed in clause 7 – Overtime, of this award.
- 2.3.8 A regular part-time Employee employed under the provisions of this clause must be paid for ordinary hours worked on a pro rata basis of the full-time Employee at the full-time Employee rate.
- 2.3.9 All Leave accruals and separation entitlements of part-time Employees shall be calculated and paid on a pro-rata basis of the full-time Employee at the full-time rate of pay.

## 2.4 Temporary Employees

- 2.4.1 An Employer may employ an employee on a fixed term contract ("Temporary Employee") in any classification in this Agreement.
  - 2.4.2 A Temporary Employee is an Employee who:
    - (a) works for a specified fixed term; or
    - (b) works for a specific project; and
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(c) such a term has been agreed in writing before the Employee commences work.

### 3. REDUNDANCY

#### 3.1 Definition

Redundancy occurs when an Employer decides that the Employer no longer wishes the job the Employee has been doing to be done by anyone and this is not due to the ordinary and customary turnover of labour. Redundancy is subject to the normal consultative processes outlined in the dispute settling procedures of this award.

#### 3.2 Transfer of lower paid

Where an Employee is transferred to lower paid duties by reason of redundancy the same period of notice must be given as the Employee would have been entitled to if the employment had been terminated and the Employer may at the Employer's option, make payment in lieu thereof of an amount equal to the difference between the former ordinary rate of pay and the new ordinary time rate for the number of weeks of notice still following.

#### 3.3 Severance pay

3.3.1 In addition to the period of notice prescribed for ordinary termination in clause 3.1 an Employee whose employment is terminated by reason of redundancy must be paid, subject to further order of the Commission, the following amount of severance pay in respect of a continuous period of service:

<b>Period of continuous service</b>	<b>Under 45 years of age</b>	<b>Over 45 years of age</b>
Less than 1 year	Nil	Nil
1 year and more but less than 2 years	4 weeks' pay	5 weeks' pay
2 years and more but less than 3 years	7 weeks' pay	8.75 weeks' pay
3 years and more but less than 4 years	10 weeks' pay	12.5 weeks' pay
4 years and more but less than 5 years	12 weeks' pay	15 weeks' pay
5 years and more but less than 6 years	14 weeks' pay	17.5 weeks' pay
6 years and more	16 weeks pay	20 weeks' pay

3.3.2 Week's pay means the ordinary time rate of pay for the Employees concerned.

3.3.2 Provided that the severance payments shall not exceed 26 weeks.

#### 3.4 Employee leaving during notice period

An Employee whose employment is terminated by reason of redundancy may terminate his/her employment during the period of notice and, if so, will be entitled to the same benefits and payments under this clause had they remained with the Employer until the expiry of such notice. However, in this circumstance the Employee will not be entitled to payment in lieu of notice.

#### 3.5 Alternative employment

An Employer, in a particular redundancy case, may avoid making any severance payment if the Employer obtains suitable alternative employment for an Employee.

In particular, 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, and Employer may choose to maintain that Employee's salary for a period of 12 months. After that time, the salary will be set at the level of the position.

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### 3.6 Time off during notice period

- 3.6.1 During the period of notice of termination given by the Employer and the Employee shall be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.
- 3.6.2 If the Employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the Employee shall, at the request of the Employer, be required to produce proof of attendance at an interview or he or she shall not receive payment of the time absent. For this purpose a statutory declaration will be sufficient.

### 3.7 Employees exempted

- 3.7.1 This clause shall not apply where employment is terminated as a consequence of conduct that justifies instant dismissal including inefficiency during a probationary period, neglect of duty or misconduct. This clause shall not apply to casual Employees, apprentices, trainees or Employees engaged for a specific period of time or for a specific task or tasks.
- 3.7.2 Notwithstanding the foregoing provisions apprentices and trainees who are engaged for a specific period of time shall, once the apprenticeship or traineeship is completed and provided that the apprentices' or trainees' services are retained, have all service including the training period counted in determining entitlements. In the event that an apprentice or trainee is terminated at the end of his or her apprenticeship or traineeship and is re-engaged by the same Employer within six months of such termination the period of apprenticeship or traineeship shall be counted as service in determining any future redundancy entitlements.

## 4. TERMINATION OF EMPLOYMENT

### 4.1 Notice of Termination by Employer

- 4.1.1 In order to terminate the employment of a full-time or part-time Employee the Employer shall be required to give the period of notice specified in the table below:

<b>Period of continuous service</b>	<b>Period of Notice</b>
1 year or less	1 week's pay
Over 1 year and up to the completion of 3 years	2 week's pay
Over 3 years and up to the completion of 5 years	3 week's pay
Over 5 years of completed service	4 week's pay

- 4.1.2 In addition to this notice, Employees over 45 years of age at the time of the time giving of the notice with not less than two years continuous service, are entitled to an additional week's notice.
- 4.1.3 Payment in lieu of the notice will be made if the appropriate notice period is not required to be worked. Employment may be terminated by the Employee working part of the required period of notice and by the Employer making payment for the remainder of the period of notice.
- 4.1.4 In calculating any payment in lieu of notice, the wages an Employee would have received in respect of the ordinary time they would have worked during the period of notice had their employment not been terminated will be used.
- 4.1.5 The period of notice in this clause, shall not apply in the case of dismissal for conduct that justifies instant dismissal including inefficiency during the probationary period neglect of duty or misconduct. The period of notice in this clause shall not apply to casual Employees, apprentices, trainees or Employees engaged for a specific period of time or for a specific task or tasks.
- 4.1.6 Notwithstanding the foregoing provisions apprentices or trainees who are engaged for a specific period of time shall once the apprenticeship or traineeship is completed and provided that the apprentices' or trainees' services are retained have all service including the training period counted in determining entitlements. In the event that an apprentice or trainee is terminated at the end of his or her apprenticeship or traineeship and is re-engaged by the same Employer within six months of
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such termination the period of apprenticeship or traineeship shall be counted as service in determining any future termination entitlements.

#### 4.2 Notice of Termination by an Employee

4.2.1 The notice of termination required to be given by an Employee is the same as that required of an Employer, save and except that there is no requirement on the Employee to give additional notice based on the age of the Employee concerned.

4.2.2 If an Employee fails to give notice the Employer has the right to withhold monies due to the Employee to a maximum amount equal to the ordinary time rate of pay for the period of notice.

#### 4.3 Time Off During Notice Period

Where an Employer has given notice of termination to an Employee, an Employee shall be allowed up to one day's time off without loss of pay for the purpose of seeking other employment. The time off shall be taken at times that are convenient to the Employee after consultation with the Employer.

### 5. ALLOWANCES

#### 5.1 Meal Allowances

5.1.1 An Employee required to work overtime for more than two hours without being notified on the previous day or earlier that he or she will be so required to work shall either be supplied with a meal by the Employer or receive reasonable expenses in compensation for not being provided with a meal at the discretion of the Employer.

#### 5.2 The First Aid Allowances

5.2.1 The First Aid Allowance is payable to appointed First Aid Officers responsible for first aid kits or facilities. This allowance is not payable where it is a specific designated job requirement and noted in a position description. Eligible Employees shall receive a weekly allowance.

#### 5.3 Clothing, Equipment and Tools

5.3.1 Where the Employer requires an Employee to wear any special clothing, the Employer will provide the Employee with such special clothing and such clothing will be worn by the Employee.

5.3.2 Where it is necessary that an Employee wear waterproof or other protective clothing the Employer will provide the Employee with such clothing. Where protective clothing is supplied without cost to the Employee, it will remain the property of the Employer. In the event of dispute, the necessity for the provision of protective clothing may be determined by the Employer's Occupational Health and Safety Committee.

5.3.3 An Employer may require an Employee on commencing employment to sign a receipt for item/s of uniform and property. This receipt must list the item/s of uniform and property and the value of them. If, when an Employee ceases employment, the Employee does not return the item/s of uniform and property (or any of them) in accordance with the receipt, the Employer will be entitled to deduct the pro rata value from the Employee's wages.

5.3.4 In the case of genuine wear and tear, damage, loss or theft that is not the Employee's fault the provisions of clause 5.3.3 will not apply.

5.3.5 Any disagreement concerning the value of item/s of uniform and property and any other aspect of this clause may be determined by the Employer's Occupational Health and Safety Committee.

5.3.6 Where the Employer requires an Employee to provide and use any tools or equipment the Employer will provide the Employee with such equipment.

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#### 5.4 Travelling Allowance

##### 5.4.1 Working Late

When an Employer requires an Employee to work until it is too late to travel by his or her normal method of transport home the Employer must pay the cost of transport for the Employee to get home free of charge. This clause does not apply where the Employer provides alternative travel arrangements and/or accommodation for the Employee for the night free of charge or where travel allowances are included and paid as part of an Employee's annualised salary.

##### 5.4.2 Working Early

When an Employer requires an Employee to start work before his or her normal starting time and before his or her normal method of transport to work is available the Employer must pay for the cost of transport for the Employee to get to work. This clause does not apply where the Employer provides transport for the Employee to get to work or where travel allowances are included and paid as part of an Employee's annualised salary.

5.4.3 Travel, accommodation & expenses connected with travel to other Ports or sites for emergency response activity, shall be subject to the travel provisions policy of each Employer.

#### 6. HOURS OF WORK - All Employees

6.1 Hours of work within this Agreement will be arranged to take into consideration the specific needs of the Employer and where possible the work preferences of Employees. Different patterns of hours may apply to various groups or sections to meet customer service or specific section/unit requirements.

6.2 Starting and finishing times should be mutually agreed between management of the Employer and Employees; however, if agreement cannot be reached the needs of the organisation must prevail and the Employer will determine starting and ceasing times. Employee coverage to meet the needs of the Employer will be determined through a process of mutual co-operation at Unit/Section level and will where possible take into account the specific needs of Employees.

6.3 Once starting and ceasing times have been established, reasonable notice will be given (normally 5 calendar days) if changes are required. The parties may agree to vary the starting and ceasing times with shorter notice. Employees can be required to report to a fixed place of work, or to the job.

6.4 The working of additional hours within the spread of hours will be by reasonable notice from management of the Employee. The working of additional hours outside the spread of hours will be by reasonable notice and approval of management of the Employee.

##### 6.5 Hours of Work - Day Workers

6.5.1 This clause applies to all Employees of the Employer, except those employed as Shift Workers.

6.5.2 The ordinary hours of work of Day Workers shall be a maximum of 2072 per annum, worked as a minimum of 35 hours per week average over a cycle of 4, 8 or 12 weeks, to be determined by each Employer.

Up to 252 ordinary hours may be worked in the terms of the sub-clause 16.6 (Additional Hours) of this Agreement.

6.5.3 Any ordinary hours will be worked on any one-day (Monday to Friday) between the hours of 6:00am and 7:00pm (known as "Bandwidth").

6.5.4 At the instigation of a Day Worker, notwithstanding any other provision of this clause, the Day Worker(s) and the supervisor/manager may at any time agree to other arrangements provided they meet the needs of the Corporation and the minimum hours are worked within the cycle.

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6.5.5 Ordinary hours will exclude meal breaks which will be a minimum of 30 minutes and a maximum of two hours taken having regard to service levels and operational requirements. Time taken for a meal break will not count as hours worked.

6.5.6 One refreshment break is to be taken on the job at a convenient time, having regard to service levels and operational requirements. Time taken for such break will count as hours worked.

## 6.6 Additional Hours & Overtime - Day Workers

6.6.1 At the end of each cycle, hours worked in addition to the Minimum 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 arrangement. Where operational requirements do not allow for time off in lieu, the Unit Manager may approve payment at ordinary time rates.

6.6.2 For approved hours worked in addition to the minimum hours and not taken in time in lieu:

(i) Payment at ordinary time for:

Up to 21 hours in a 4 week cycle  
Up to 42 hours in an 8 week cycle  
Up to 63 hours in a 12 week cycle

(ii) Payment at ordinary time and one half (T1.5) for hours:

Exceeding 21 and no more than 28 in a 4 week cycle  
Exceeding 42 hours and no more than 56 in an 8 week cycle  
Exceeding 63 and no more than 84 in a 12 week cycle.

(iii) Payment at double time (T2.0) for hours:

Exceeding 28 hours in a 4 week cycle  
Exceeding 56 hours in an 8 week cycle  
Exceeding 84 hours in a 12 week cycle

## 6.7 Hours of Work - Shift Workers

This clause applies to Shift Workers (as defined).

### 6.7.1 Ordinary Hours – Shift Workers

The ordinary hours of work of Shift Workers shall be no more than 2120 per annum worked as a minimum of 38 hours per week averaged over a 52 – week period. Up to 144 ordinary hours may be worked in the terms of clause 6.9 of this agreement.

6.7.2 Shift Workers will work as a Team being allocated to duties by the supervisor according to rosters. Shift Workers shall not be rostered to work more than six shifts in any week, or four shifts in any week if working on a 12 – hour shift roster, except by agreement.

6.7.3 Shift Workers will perform additional periods of duty to their rostered hours as required by the supervisor, for instance, to complete a fully complemented shift, or to complete tasks already commenced.

6.7.4 For twelve hour Shift Workers, a paid break of 30 minutes shall be allowed between the fourth and fifth and eighth and ninth hour after the commencement of work and between each fourth and fifth hour thereafter. For other Shift Workers one paid break of 45 minutes duration shall be granted.

## 6.8 Additional Hours & Overtime - Shift Workers

6.8.1 Additional hours shall be performed by Shift Workers as required to fulfil the Employers operational requirements including, but not limited to, Port Safety Operating Licence requirements.

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- 6.8.2 Necessary overtime or Additional Hours, required to be worked to fulfil shift rosters to meet work demands has been fully compensated in the Employee's annualised salary and no separate or additional payment shall be made.
- 6.8.3 A Shift Worker 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 Shift Worker has not had at least 10 consecutive hours off duty between those times, shall be released after completion of such additional hours until that Employee has had 10 consecutive hours off duty without loss of pay for scheduled working time occurring during such absence.
- 6.8.4 The provision of clause 6.9.3 shall apply in the case of Shift Workers as if 8 hours were substituted for 10 hours when additional hours were worked:
- (i) for the purpose of changing shift rosters; or
  - (ii) where a Shift Worker does not report for duty and another Shift Worker is required to replace such Employee; or
  - (iii) where a shift is worked by arrangement between the Shift Workers themselves.

## 6.9 Continuation Shift Work

- 6.9.1 At the time of making this Agreement all Continuous Shift Work is on the basis of 12 hour shifts and except by agreement Shift Workers shall not be rostered to work more than 4 shifts in any seven day period, unless by mutual agreement.
- 6.9.2 Continuous Shift Workers shall perform additional periods of duty to meet operational requirements e.g. to complete tasks already commenced, respond to Emergency Conditions, for the purpose of handing over shifts, or to make up the complement of the next/previous shift.
- No extra payment over and above the Total Salary shall be paid to Shift Workers for any additional hours worked in accordance with this sub-clause.
- 6.9.3 Shift rosters may be varied to cover short-term absences of other Teams or team members etc.

## 7. ANNUAL LEAVE

### 7.1 How long is annual leave?

An Employee is entitled to annual leave in accordance with the *Annual Holiday Act 1940*.

### 7.2 When to take annual leave?

An Employee may take annual leave at a time agreed with the Employer within twelve months of accrual, unless alternative arrangements are agreed.

### 7.3 How much notice?

The Employer and Employee shall seek to reach agreement on the taking of annual leave at a mutually convenient time. In the absence of agreement the Employer may give at least fourteen days notice of the commencement of leave or part of leave which is due to the Employee.

### 7.4 Payment instead of leave?

An Employee must take annual leave. However, if the Employee leaves or is dismissed, the Employer must pay the Employee any leave entitlement including a proportionate amount for each full month worked since the Employee began working or last qualified for leave.

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7.5 Public holidays falling within annual leave

7.5.1 If a public holiday falls within an Employee's annual leave, is prescribed in the agreement, and is on a day which would have been an ordinary working day, then:

extra time equivalent to the public holiday is added to the Employees annual leave; or

the Employee can choose to be paid for the public holiday instead of having the extra time.

7.5.2 The Employee won't receive any pay for the public holiday unless:

the Employee starts work at the next rostered starting time on the first working day after his or her annual leave ends; or

the Employee has a reasonable cause for starting late.

**8. PERSONAL LEAVE**

8.1 Amount of paid personal leave

8.1.1 Paid personal leave is available to an Employee when he or she is absent due to:

\* personal illness or injury (sick leave); or

\* for the purposes of caring for an immediate family or household member that is sick and requires the Employee's care and support (carer's leave); or

\* because of bereavement on the date of an immediate family or household member (bereavement leave).

8.1.2 The minimum amount of personal leave to which an Employee is entitled is a minimum of thirty-five (35) hours on full pay for each year of service.

8.2 Immediate family or household

8.2.1 The entitlement to carer's or bereavement leave is subject of the person in respect of whom the leave is taken being either:

(a) a member of the Employee's immediate family; or

(b) a member of the Employee's household.

8.2.2 The term immediate family includes:

(a) spouse (including a former spouse, de facto spouse and a former de facto spouse) of the Employee. A de facto spouse means a person of the opposite sex to the Employee who lives with the Employee as his or her husband or wife on a bona fide domestic basis; and a member of the Employee's household.

(b) child or an adult child (including an adopted child, a step child or an ex-nuptial child), parent, grandparent, grandchild or sibling of the Employee or spouse of the Employee.

8.4 Bereavement leave

8.4.1 Paid leave entitlement

An Employee other than a casual Employee is entitled to use a minimum of fourteen (14) hours to a maximum of sixteen (16) hours personal leave or bereavement leave on any occasion on which a member of the Employee's immediate family or household dies.

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#### 8.4.2 Unpaid leave entitlement

Where an Employee has exhausted all personal leave entitlements, including accumulated entitlements, he or she is entitled to use a minimum of fourteen (14) hours to a maximum of sixteen (16) hours unpaid bereavement leave.

#### 8.4.3 Evidence supporting claim

The Employer may require the Employee to provide satisfactory evidence of the death of the member of the Employee's immediate family or household.

### 8.5 Carer's leave

#### 8.5.1 Use of Sick Leave

- (a) An Employee other than a casual Employee, with responsibilities in relation to a class of person set out in (c)(2) who needs the Employee's care and support, shall be entitled to use, in accordance with this sub-clause, any current or accrued sick leave entitlement, for absences to provide care and support, for such persons where they are ill. Such leave may be taken for part of a single day.
- (b) The Employee shall, if required, establish either by production of a medical certificate or statutory declaration, 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 sick leave in accordance with this subclause is subject to:
  - (1) the Employee being responsible for the care of the person concerned; and
  - (2) the person concerned being:
    - (i) a spouse of the Employee; or
    - (ii) 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 basis although not legally married to that person; or
    - (iii) a child or an adult (including an adopted child, a stepchild, 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 de facto spouse of the Employee; or
    - (iv) a same sex partner who lives with the Employee as the de facto partner of that Employee on a bona fide domestic basis; or
    - (v) a relative of the Employee who is a member of the same household where, for the purposes of this paragraph:
      - (a) "relative" means a person related by blood, marriage or affinity;
      - (b) "affinity" means a relationship that one spouse because of marriage has to blood relatives of the other; and
      - (c) "household" means a family group living in the same domestic dwelling.

- (d) 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 absence. If it is not practicable for the Employee to give prior notice of absence, the Employee, the Employee shall notify the Employer by telephone of such absence at the first opportunity on the day of absence.

#### 8.5.2 Unpaid Leave for Family Purpose

An employee may elect, with the consent of the Employer, to take unpaid leave for the purpose of providing care and support to a class of person set out in (c)(2) above who is ill.

### 9. PARENTAL LEAVE

- 9.1 See the provisions of the *Industrial Relations Act 1996*

### 10. JURY

- 10.1 An Employee other than a casual Employee required to attend for jury service during their ordinary working hours will be reimbursed by the Employer an amount equal to the difference between the amount paid in respect of their attendance for such jury service and the amount of the ordinary wage they would have received Monday to Friday in respect to attendance for jury service.
- 10.2 An Employee shall notify the Employer as soon as possible for the date upon which they are required to attend for jury service.
- 10.3 Further, the Employee shall give the Employer proof of attendance, the duration of such attendance and the amount paid in respect of such jury service.

### 11. PUBLIC HOLIDAYS

- 11.1 Employees, other than casuals, shall be entitled to the following holidays without loss of pay:

New Year's Day  
Australia Day  
Good Friday  
Easter Saturday  
Easter Monday  
Anzac Day  
Queen's Birthday  
National Aboriginal Day (for declared Aboriginal Employees)  
Labour Day  
Christmas Day  
Boxing Day  
Any additional Public Holiday day – at the discretion of the Employer to nominate or substitute a different day.

Or such other day as is generally observed in the locality as a substitute for any of the said days respectively:

- 11.2 All time worked by an Employee other than casuals and Shiftworkers on a public holiday shall be paid for at the rate of double time and one half for the hours worked, with a minimum of four hours additional pay. Alternatively, such Employees who worked on a prescribed holiday may, by agreement, perform such work at ordinary rates plus half-time additional in that week provided that equivalent paid time is added to the Employee's annual leave or one day in lieu of such public holiday shall be allowed to the Employee during the week in which such holiday falls. Provided that such holiday may be allowed to the Employee within 28 days of such holiday falling due.
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- 11.3 Where in a State or Territory or locality within a State or Territory and additional public holiday (other than Easter Saturday) is proclaimed or gazetted by the authority of the Commonwealth Government or of a State or Territory Government and such proclaimed or gazetted holiday is to be observed generally by persons throughout the State or Territory or a locality thereof, or when such a proclaimed or gazetted day is, by any required judicial or administrative order, to be so observed, then such day shall be deemed to be a holiday for the purposes of this agreement, for Employees covered by this agreement who are employed in the State, Territory or locality in respect of which the holiday has been proclaimed or ordered as required.

**12. LONG SERVICE LEAVE**

- 11.1 An Employee is entitled to long service leave in accordance with the *Long Service Leave Act 1955 (NSW)* except where elsewhere provided in a certified agreement between the parties of this Agreement.

**13. ENTERPRISE FLEXIBILITY AGREEMENT**

- 13.1 In this clause a “relevant union” means an organisation of Employees that:
- is party to this award; and
- has one or more members employed by the Employer to perform work in the relevant enterprise or workplace.
- 13.2 At each enterprise or workplace, consultative mechanisms and procedures will be established comprising representatives of the Employer and Employees. Each relevant union will be entitled to be represented.
- 13.3 The particular consultative mechanisms and procedures will be appropriate to the size, structure and needs of the enterprise or workplace.
- 13.4 The purpose of the consultative mechanisms and procedures is to facilitate the efficient operation of the enterprise or workplace according to its particular needs.
- 13.5 Where agreement is reached at an enterprise or workplace through such consultative mechanisms and procedures, and where giving effect to such agreement requires this agreement, as it applies at the enterprise or workplace, to be varied, an application to vary will be made to the Commission. The agreement will be made available in writing, to all Employees at the enterprise or workplace and to the union, party to this agreement.

**END OF APPENDIX B**

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# MEMORANDUM OF UNDERSTANDING

**Between The**

**Port Kembla Port Corporation**

**Maritime Union of Australia**

**And the**

**Australian Maritime Officers Union**

Upon ratification of the Port Kembla Port Corporation Enterprise Agreement 2002-2005 it was agreed, pursuant to clause 15.10.7, that the parties would resolve and finalise all matters in connection with the working of additional hours by shift-workers, as a result of rostering agreements. The following arrangements are now agreed to satisfy the outcomes required of 15.10.7, articulated above for all Port Kembla Port Corporation Marine Branch aggregate wage employees covered by the Port Kembla Port Corporation Enterprise Agreement 2002-2005.

Where an employee is required to come to work from home (**a call in**) a minimum of **four additional hours** will be accredited. After four hours the actual hours worked will be accredited. The method for recording additional hours will be the daily Time Sheets. All hours worked will count as ordinary time.

The exhaustion break after 18 continuous hours on duty, inclusive of meal breaks, shall continue to apply. At no time will staff be called in or held back unless strictly required for operational reasons. The accrued time bank will be managed through the payroll system and a process will be established to allow staff access to information on their additional hours worked and accrued time banked. Additional hours covered by this agreement are to be authorised, prior to working, and only with permission of the General Manager Marine & Port Operations.

Based on a 52 week cycle from financial year to financial year additional hours worked in addition to 22 hours will be taken at a mutually convenient time as time off in lieu. Additional hours accrued at the end of each yearly cycle may be carried over to the next year cycle by mutual agreement.

**Examples of operating functions that staff can be expected to attend outside a rostered shift, four hours for the first call, thereafter actual hours anytime on the same day:**

- Assisting with Slipped Vessels.
- Oil Spill and Emergency Response.
- Pilotage support duties when Duty Crew are busy at slips.
- Providing staff relief for short term Sick and Family and Special leave. **(For long term sick leave an external relief will generally be procured from the M.U.A Seamen's Data Base and/or through an Agency).**
- Training, Short Courses.
- PKPC organised Meetings.

Management are required to monitor and manage these activities to ensure staff are:

- Credited with the appropriate hours.
- Given as much notice as possible, and
- The working of additional hours occurs on an equitable basis.