

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

*Industrial Relations Act 1999* - s. 698 - reprint of award

**PORT AUTHORITIES AWARD - STATE 2003**

Pursuant to s. 698 of the *Industrial Relations Act 1999* Port Authorities Award - State 2003 with all amendments as at 10 December 2009, is hereby reprinted.

I hereby certify that the Award contained herein is a true and correct copy of the Port Authorities Award - State 2003 as at 10 December 2009.

Dated 10 December 2009.

G.D. Savill  
Industrial Registrar

**PORT AUTHORITIES AWARD - STATE 2003**

**PART 1 - APPLICATION AND OPERATION**

**1.1 Title**

This Award is known as the Port Authorities Award - State 2003.

**1.2 Arrangement**

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### **1.3 Date of operation**

This Award takes effect from 1 December 2003.

### **1.4 Coverage**

This Award applies to the Cairns, Townsville, Mackay, Rockhampton, Gladstone and Bundaberg Port Authorities in respect of their air and seaport operations as employers and to the classes of employees as specified in clause 5.1 and the schedules to this Award.

## **1.5 Definitions**

- 1.5.1 The "Act" means the *Industrial Relations Act 1999* as amended or replaced from time to time.
- 1.5.2 "Afternoon Shift" means any shift finishing after 6.00 p.m. and at or before midnight.
- 1.5.3 "Commission" means the Queensland Industrial Relations Commission.
- 1.5.4 "Construction, Reconstruction, Alteration, Repair and/or Maintenance Work" for the purposes of this Award means and includes all work performed on site on the construction, reconstruction, alteration, repair and/or maintenance of bridges, wharves, piers or jetties, retaining walls, breakwaters or moles, boat ramps, boat moorings, pipelines and ancillary works, roads, vehicle parking areas, kerbing, channelling, culverts, box culverts, traffic islands, concrete ornamental lakes, concrete ornamental gardens, railways and associated works, holding tanks and bases therefore, and on earth works or reclamation.
- 1.5.5 "Construction Work" for the purposes of this Award means Construction Work carried out by Foreperson Wharf Carpenters, and Form Setters Assistants employed on concrete form work shall mean and include all work performed on site on the construction of bridges, wharves, piers or jetties, retaining walls, breakwaters or moles, boat ramps, boat moorings, pipelines and ancillary works, roads, vehicle parking areas, kerbing channelling, culverts, box culverts, traffic islands, concrete ornamental lakes, concrete ornamental gardens, railways and associated works, holding tanks and bases therefore, and on earth works or reclamation, runways, taxiways, approach areas, terminals, hangars, aircraft parking areas and over bridges.
- 1.5.6 "*Diamond Drill Runner*" - A Diamond Drill Runner is an employee in charge of a rotary drilling machine engaged in core drilling rock and associated overburden by the process generally known as diamond drilling.
- 1.5.7 "*Diamond Drill Runner's Assistant*" - A Diamond Drill Runner's Assistant is an employee required to help a Diamond Drill Runner in the lowering and pulling of the drill rods and in other work around the machine.
- 1.5.8 "Miner" means an employee employed at the face in any drive or tunnel in any formation, or in excavating or sinking any shaft which is to be greater than 4.572 metres in depth in any formation or any employee employed in excavating or working at the bottom of such shaft, or any employee employed underground in filling shafts, drives or tunnels, or any employee using hammer and drill in any such shaft, drive or tunnel. Workers using explosives or engaged in such tunnel or shaft timbering or de-timbering shall be deemed to be miners.
- 1.5.9 "Night Shift" means any shift finishing after midnight and at or before 8.00 a.m., or where the majority of hours worked in the shift falls between midnight and 8.00 a.m.
- 1.5.10 "Union" means the:
- (a) National Union of Workers Industrial Union of Employees Queensland;
  - (b) The Construction, Forestry, Mining and Energy, Industrial Union of Employees, Queensland; and
  - (c) The Australian Workers' Union of Employees, Queensland

## **1.6 Area of operation**

For the purposes of this Award, the Divisions and Districts are as follows:

### *1.6.1 Divisions*

Northern Division - That portion of the State along or north of a line commencing at the junction of the sea coast with the 21st parallel of south latitude; then from that latitude due west to 147 degrees of east longitude; then from that longitude due south to 22 degrees 30 minutes of south latitude; then from that latitude due west to the western border of the State.

Mackay Division - That portion of the State within the following boundaries: Commencing at the junction of the sea-coast with the 21st parallel of south latitude; then from that latitude due west to 147 degrees of east longitude; then from that longitude due south to 22 degrees of south latitude; then from that latitude due east to the sea coast; then from the sea-coast northerly to the point of commencement.

Southern Division - That portion of the State not included in the Northern or Mackay Divisions.

## 1.6.2 Districts

### (a) Northern Division:

Eastern District - That portion of the Northern Division along or east of 144 degrees 30 minutes of east longitude.

Western District - The remainder of the Northern Division.

### (b) Southern Division:

Eastern District - That portion of the Southern Division along or east of a line commencing at the junction of the southern border of the State with 150 degrees of east longitude; then from that longitude due north to 25 degrees of south latitude; then from that latitude due west to 147 degrees of east longitude; then from that longitude due north to the southern boundary of the Mackay Division.

Western District - The remainder of the Southern Division.

## 1.7 Parties bound

This award is binding upon the employees as prescribed by clause 1.4 and their employers, and the:

- (a) National Union of Workers Industrial Union of Employees Queensland;
- (b) The Construction, Forestry, Mining and Energy, Industrial Union of Employees, Queensland;
- (c) The Australian Workers' Union of Employees, Queensland; and
- (d) their members.

## PART 2 - FLEXIBILITY

### 2.1 Enterprise flexibility

- 2.1.1 As part of a process of improvement in productivity and efficiency, discussion should take place at each enterprise to provide more flexible working arrangements, improvement in the quality of working life, enhancement of skills, training and job satisfaction and to encourage consultative mechanisms across the workplace.
- 2.1.2 The consultative processes established in an enterprise in accordance with clause 2.1 may provide an appropriate mechanism for consideration of matters relevant to clause 2.1.1. Union delegates at the place of work may be involved in such discussions.
- 2.1.3 Any proposed genuine agreement reached between an employer and employee/s in an enterprise is contingent upon the agreement being submitted to the Commission in accordance with Chapter 6 of the Act and is to have no force or effect until approval is given.

## PART 3 - COMMUNICATION, CONSULTATION AND DISPUTE RESOLUTION

### 3.1 Grievance and dispute settling procedures

The matters to be dealt with in this procedure shall include all grievances or disputes between an employee and an employer in respect to any industrial matter and all other matters that the parties agree on and are specified herein. Such procedures shall apply to a single employee or to any number of employees.

- 3.1.1 In the event of an employee having a grievance or dispute the employee shall in the first instance attempt to resolve the matter with the immediate supervisor, who shall respond to such request as soon as reasonably practicable under the circumstances. Where the dispute concerns alleged actions of the immediate supervisor the employee/s may bypass this level in the procedure.
- 3.1.2 If the grievance or dispute is not resolved under clause 3.1.1, the employee or the employee's representative may refer the matter to the next higher level of management for discussion. Such discussion should, if possible, take place within 24 hours after the request by the employee or the employee's representative.
- 3.1.3 If the grievance involves allegations of unlawful discrimination by a supervisor the employee may commence the grievance resolution process by reporting the allegations to the next level of management beyond that of the supervisor concerned. If there is no level of management beyond that involved in the allegation the employee

may proceed directly to the process outlined at clause 3.1.5.

- 3.1.4 If the grievance or dispute is still unresolved after discussions mentioned in clause 3.1.2, the matter shall, in the case of a member of a Union, be reported to the relevant officer of that Union and the senior management of the employer or the employer's nominated industrial representative. An employee who is not a member of a Union may report the grievance or dispute to senior management or the nominated industrial representative. This should occur as soon as it is evident that discussions under clause 3.1.2 will not result in resolution of the dispute.
- 3.1.5 If, after discussion between the parties, or their nominees mentioned in clause 3.1.4, the dispute remains unresolved after the parties have genuinely attempted to achieve a settlement thereof, then notification of the existence of the dispute is to be given to the Commission in accordance with the provisions of the Act.
- 3.1.6 Whilst all of the above procedure is being followed, normal work shall continue except in the case of a genuine safety issue.
- 3.1.7 The *status quo* existing before the emergence of the grievance or dispute is to continue whilst the above procedure is being followed.
- 3.1.8 All parties to any dispute shall give due consideration to matters raised or any suggestion or recommendation made by the Commission with a view to the prompt settlement of the dispute.
- 3.1.9 Any Order or Decision of the Commission (subject to the parties' right of appeal under the Act) will be final and binding on all parties to the dispute.
- 3.1.10 Discussions at any stage of the procedure shall not be unreasonably delayed by any party, subject to acceptance that some matters may be of such complexity or importance that it may take a reasonable period of time for the appropriate response to be made. If genuine discussions are unreasonably delayed or hindered, it shall be open to any party to give notification of the dispute in accordance with the provisions of the Act.

## **3.2 Consultative mechanisms and procedures in the workplace**

- 3.2.1 The parties to this Award are committed to co-operating positively to increase the efficiency, productivity and competitiveness of the industries covered by this Award and to enhance the career opportunities and job security of employees in such industries.
- 3.2.2 At each plant or enterprise, an employer, the employees and their relevant Unions commit themselves to establishing a consultative mechanism and procedures appropriate to the size, structure and needs of that plant or enterprise. Measures raised by the employer, employees or relevant Unions for consideration consistent with the objectives of clause 3.2.1 shall be processed through that consultative mechanism and procedures.

## **PART 4 - EMPLOYER AND EMPLOYEES' DUTIES, EMPLOYMENT RELATIONSHIP AND RELATED ARRANGEMENTS**

### **4.1 Contract of employment**

- 4.1.1 An employer may direct an employee to carry out such duties and use such tools and equipment as may be required provided that the employee has been properly trained in the use of such tools and equipment.
- 4.1.2 Any direction issued by an employer pursuant to clause 4.1.1 shall be consistent with the employer's responsibilities to provide a safe and healthy working environment.

### **4.2 Employment categories**

- 4.2.1 Employees (other than casuals) covered by this Award shall be advised in writing of their employment category upon appointment.
- 4.2.2 Employment categories are:
- (a) full-time;
  - (b) part-time (as prescribed in clause 4.3); or
  - (c) casual (as prescribed in clause 4.4).

### **4.3 Part-time employment**

Part-time employees may be engaged on the following terms:

- 4.3.1 A part-time employee is an employee who:
- (a) is employed for more than 10 hours per week and for less than 38 ordinary hours per week;
  - (b) is rostered for a minimum of 3 consecutive hours on any shift or day; and
  - (c) is rostered to work on pre-determined days of the week for a regular number of hours.
- 4.3.2 At the time of engagement the employer and the part-time employee will agree in writing on the pre-determined days of the week and the regular number of hours.
- 4.3.3 Any agreed variation to the number of ordinary weekly hours worked will be recorded in writing.
- 4.3.4 All time worked outside of the ordinary hours agreed in clause 4.3.2 will be overtime and paid for at the rates prescribed in clause 6.6.
- 4.3.5 A part-time employee employed under the provisions of clause 4.3 must be paid for ordinary hours worked at the rate of 1/38th of the weekly rate prescribed for the class of work performed.
- 4.3.6 A regular part-time employee will receive, on a *pro rata* basis, equivalent pay and conditions to those of full-time employees.
- 4.3.7 Where a public holiday falls on a day upon which an employee is normally employed, that employee shall be paid the appropriate rate for the number of hours normally worked on that day. An employee's regular roster will not be altered to avoid this obligation.
- 4.3.8 Where an employee and their employer agree in writing, part-time employment may be converted to full-time, and vice-versa. If such an employee transfers from full-time to part-time (or vice-versa), all accrued award and legislative entitlements shall be maintained. Following transfer to part-time employment accrual will occur in accordance with the provisions relevant to part-time employment.
- 4.3.9 Subject to the provisions contained in clause 4.3, all other provisions of the Award relevant to full-time employees shall apply to part time employees.
- 4.3.10 An employee who does not meet the definition of a part-time employee and who is not a full-time employee will be paid as a casual employee in accordance with clause 4.4.

#### **4.4 Casual employment**

- 4.4.1 Casual employee shall mean an employee who works less than 38 hours per week. Casual employees are not entitled to annual leave or sick leave but are entitled to long service leave calculated in accordance with the Act.
- 4.4.2 The hourly rate of pay for casual employees shall be ascertained by dividing the appropriate weekly minimum Award rate for employees of the same class by 38, adding a loading of 23%, and then editing the appropriate Divisional and District parity converted to an hourly basis.

#### **4.5 Incidental and peripheral tasks**

An employer may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training, consistent with the classification structure of this Award, provided that such duties are not designed to promote deskilling.

#### **4.6 Trainees**

Trainees are engaged under this Award, except as amended from time to time by the Order for *Apprentices' and Trainees' Wages and Conditions (Excluding Certain Queensland Government Entities)*.

#### **4.7 Anti-discrimination**

- 4.7.1 It is the intention of the parties to this Award to prevent and eliminate discrimination, as defined by the *Anti-Discrimination Act 1991* and the *Industrial Relations Act 1999* as amended from time to time, which includes:
- (a) discrimination on the basis of sex, marital status, family responsibilities, pregnancy, parental status, age, race, impairment, religion, political belief or activity, trade union activity, lawful sexual activity and association with, or relation to, a person identified on the basis of any of the above attributes;
  - (b) sexual harassment; and

(c) racial and religious vilification.

4.7.2 Accordingly, in fulfilling their obligations under the grievance and dispute settling procedure in clause 3.1, the parties to this Award must take reasonable steps to ensure that neither the Award provisions nor their operation are directly or indirectly discriminatory in their effects.

4.7.3 Under the *Anti-Discrimination Act 1991* it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.

4.7.4 Nothing in clause 4.7 is to be taken to affect:

(a) any different treatment (or treatment having different outcomes) which is specifically exempted under the *Anti-Discrimination Act 1991*;

(b) an employee, employer or registered organization, pursuing matters of discrimination, including by application to the Human Rights and Equal Opportunity Commission/Anti-Discrimination Commission Queensland.

## **4.8 Termination of employment**

### *4.8.1 Statement of employment*

The employer shall, in the event of termination of employment, provide upon request to an employee who has been terminated a written statement specifying the period of employment and the classification or type of work performed by the employee.

### *4.8.2 Termination by employer*

(a) In order to terminate the employment of an employee the employer shall give the following notice:

Period of Continuous Service	Period of Notice
not more than 1 year	1 week
more than 1 year, but not more than 3 years	2 weeks
more than 3 years, but not more than 5 years	3 weeks
more than 5 years	4 weeks

(b) In addition to the notice in clause 4.8.2(a), employees over 45 years of age at the time of giving of notice and with not less than 2 years' continuous service, shall be entitled to an additional week's notice.

(c) Payment in lieu of notice shall be made if the appropriate notice is not given:

Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.

(d) In calculating any payment in lieu of notice the ordinary time rate of pay for the employee concerned shall be used.

(e) The period of notice in clause 4.8.2 shall not apply in the case of dismissal for misconduct or other grounds that justify instant dismissal, or in the case of casual employees, or employees engaged for a specific period of time or for a specific task or tasks.

### *4.8.3 Notice of termination by employee*

The notice of termination required to be given by an employee shall be one week. If an employee fails to give notice the employer shall have the right to withhold monies due to the employee with a maximum amount equal to the ordinary time rate for the period of notice.

4.8.4 Annual leave shall not be used to provide the notice prescribed in clauses 4.8.2 and 4.8.3.

## **4.9 Introduction of changes**

### *4.9.1 Employer's duty to notify*

(a) Where an employer has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the employer shall notify the employees who may be affected by the proposed changes and their relevant Union.

- (b) "Significant effects" include termination of employment, major changes in the composition, operation or size of the employer's workforce or in the skills required; the elimination or diminution of job opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations and the restructuring of jobs:

Provided that where this Award makes provision for alteration of any of the matters referred to herein an alteration shall be deemed not to have significant effect.

#### 4.9.2 *Employer's duty to discuss change*

- (a) The employer shall discuss with the employees affected and their relevant Union, *inter alia*, the introduction of the changes referred to, the effects the changes are likely to have on employees and measures to avert or mitigate the adverse effects of such changes on employees.
- (b) The discussions shall commence as early as practicable after a definite decision has been made by the employer to make the changes referred to in clause 4.9.1.
- (c) For the purpose of such discussion, the employer shall provide in writing to the employees concerned and their relevant Union, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees:

Provided that an employer shall not be required to disclose confidential information, the disclosure of which would be inimical to the employer's interests.

### 4.10 **Redundancy**

#### 4.10.1 *Discussions before terminations*

- (a) Where an employer has made a definite decision 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, and that decision may lead to termination of employment, the employer shall hold discussions with the employees directly affected and, where relevant, their relevant Union.
- (b) The discussions shall take place as soon as it is practicable after the employer has made a definite decision which will invoke clause 4.10.1, and shall cover *inter alia*, the reasons for the proposed terminations, measures to avoid or minimise the terminations and measures to avert or mitigate the adverse effects of any terminations of the employees concerned.
- (c) For the purpose of the discussion the employer shall, as soon as practicable, provide in writing to the employees concerned and their relevant Union, all relevant information about the proposed terminations including the reasons for the proposed terminations, the number and categories of employees likely to be affected, the number of workers normally employed and the period over which the terminations are likely to be carried out:

Provided that an employer shall not be required to disclose confidential information, the disclosure of which would be inimical to the employer's interests.

#### 4.10.2 *Transfer to lower paid duties*

Where an employee is transferred to other duties for reasons set out in clause 4.10.1, the employee shall be entitled to the same period of notice of transfer as the employee would have been entitled to, pursuant to clause 4.8.2, if their 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 time rate of pay and the new lower ordinary time rate of pay for the number of weeks of notice still owing.

#### 4.10.3 *Transmission of business*

- (a) Where a business is, whether before or after the date of this Award, transmitted from an employer (the "transmittor") to another employer (the "transmittee"), and an employee who at the time of such transmission was an employee of the transmittor of the business becomes an employee of the transmittee:
  - (i) The continuity of the employment of the employee shall be deemed not to have been broken by reason of such transmission; and
  - (ii) The period of employment which the employee has had with the transmittor or any prior transmittor shall be deemed to be service of the employee with the transmittee.



- (b) "Business" includes trade, process, business or occupation and includes part of any such business and "transmission" includes transfer, conveyance, assignment or succession whether by agreement or by operation of law and "transmitted" has a corresponding meaning.

#### 4.10.4 *Time off during notice period*

- (a) Where a decision has been made to terminate an employee in the circumstances outlined in clause 4.10.1, 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.
- (b) 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 the employee shall not receive payment for the time absent. For this purpose a statutory declaration will be sufficient.

#### 4.10.5 *Notice to Centrelink*

Where a decision has been made to terminate employees in the circumstances outlined in clause 4.10.1 the employer shall notify Centrelink thereof as soon as possible giving relevant information including a written statement of the reasons for the terminations, the number and categories of the employees likely to be affected and the period over which the terminations are intended to be carried out.

#### 4.10.6 *Severance pay*

In addition to the period of notice prescribed for ordinary termination in clause 4.8.2, and subject to further order of the Commission, an employee whose employment is terminated for reasons set out in clause 4.10.1 shall be entitled to the following amounts of severance pay:

Period of Continuous Service	Severance Pay
1 year or less	nil
1 year and up to the completion of 2 years	4 weeks' pay
2 years and up to the completion of 3 years	6 weeks' pay
3 years and up to the completion of 4 years	7 weeks' pay
4 years and over	8 weeks' pay

"Weeks' pay" means the ordinary time rate of pay for the employee concerned.

#### 4.10.7 *Superannuation benefits*

Subject to further order of the Commission where an employee who is terminated receives a benefit from a superannuation scheme, such employee shall only receive under clause 4.10.6 the difference between the severance pay specified in that clause and the amount of the superannuation benefit such employee receives which is attributable to employer contributions only. If this superannuation benefit is greater than the amount due under clause 4.10.6 then the employee shall receive no payment under that clause.

#### 4.10.8 *Employee leaving during notice*

An employee whose employment is terminated for reasons set out in clause 4.10.1 may terminate such employment during the period of notice specified in clause 4.8.2, and, if so, shall be entitled to the same benefits and payments under clause 4.10 had such employee remained with the employer until the expiry of such notice:

Provided that in such circumstances the employee shall not be entitled to payment in lieu of notice.

#### 4.10.9 *Alternative employment*

An employer, in a particular case, may make application to the Commission to have the general severance pay prescription amended if the employer obtains acceptable alternative employment for an employee.

#### 4.10.10 *Employees with less than one year's service*

Clause 4.10 shall not apply to employees with less than one year's continuous service and the general obligation on employers should be no more than to give relevant employees an indication of the impending redundancy at the first reasonable opportunity, and to take such steps as may be reasonable to facilitate the obtaining by the employees of suitable alternative employment.

#### 4.10.11 *Employees exempted*

Clause 4.10 shall not apply:

- (a) where employment is terminated as a consequence of misconduct on the part of the employee;
- (b) to employees engaged for a specific period of time or for a specific task or tasks; or
- (c) to casual employees.

#### 4.10.12 *Employers exempted*

Subject to an order of the Commission, in a particular redundancy case, clause 4.10 shall not apply to employers who employ less than 15 people.

#### 4.10.13 *Incapacity to pay*

An employer in a particular redundancy case may make application to the Commission to have the general severance pay prescription amended on the basis of the employer's incapacity to pay.

### **4.11 Continuity of service - transfer of calling**

In cases where a transfer of calling occurs, continuity of service should be determined in accordance with sections 67-71 of the Act, as amended from time to time.

## **PART 5 - WAGES AND WAGE RELATED MATTERS**

### **5.1 Definition of classifications**

5.1.1 "*Construction Maintenance and General Workers Grade I*" include:

- Labourers
- Maintenance workers
- Yardpeople
- Workers loading and discharging punts
- Spallers

5.1.2 "*Construction, Maintenance and General Workers Grade II*" include:

- Bitumen, tar or asphalt workers
- Concrete workers
- Operator of dumpy wagon
- Operators using hand held power or compressed air driven tools such as bitumen tar or emulsion sprayers, boring machines, jackhammers, pavement breakers and clay spades, pavement cutters and grinders, rammers and tampers, saws and mowers, knapsack type vermin or herbicide sprayers
- Tool sharpeners
- Steel fixers and/or benders (other than employees covered by Grade IV) excavation labourers (depth over 1.524 m and less than 4.572 m) sinking trial holes and/or shafts and/or trenches including foundations for bridges, culverts or other structures.
- Crusher operator (smallstone)
- Screening plant operator
- Diamond drill runner assistants
- Watchpeople

5.1.3 "*Construction, Maintenance and General Workers Grade III*" include:

- Setters-up
- Pipe Layers, caulkers and joiners
- Wall builder and/or stone pitcher
- Store Attendant
- Operator of concrete vibrator or vibrating screed
- Operators using power driven machines (such as guniting machines sand blasters, concrete pumps or pressure grouters, motor mowers "ride on" self propelled type up to 12 h.p., pavement cutting or grinding machines, kerb and channel making machine, concrete mixer (over .099 cubic metres), self propelled vibrating roller)
- Sprayers - bitumen, tar, emulsion
- Operator of rubber tyre wagon drill having piston diameter of not less than 50 mm or more than 115 mm
- Toppers (pile frame)
- Crusher feeder (big stone)
- Operator of ride on steel wheeled roller less than 2,000 cc
- Skilled labourers on wharf construction or repairing, wharf painters,

- Gearpeople or derrickpeople

5.1.4 "Construction, Maintenance and General Workers Grade IV" include:

- Concrete finisher
- Scaffolder (licensed)
- Powder monkey
- Steel fixer and/or bender working from sketch, plan or blue print
- Operator of track mounted rifle bar-rotation, 101 mm to 139 mm diameter piston drill
- Operator of skid-steer loader less than 2000 cc
- Excavation labourer (depth over 4.572 m)

5.1.5 "Construction, Maintenance and General Workers Grade V" shall include:

- Miner
- Timberperson
- Dogperson (licensed)
- Operator of track mounted independent rotation 101 mm - 139 mm diameter piston drill
- Operator of truck, track or wheel mounted down hole hammer rotary earth (auger type) drill
- Operator of self propelled ride-on mower over 12 h.p.
- Operator of concrete mixing-dumping units (e.g. Mosquito 06)
- Operator of skid-steer loader, 2000 cc & over
- Operator of articulated skid-steer loader, models 2000 cc & over
- Diamond drill runners

## 5.2 Wage rates

### 5.2.1 Wages

Classification	Award rate per week \$
Entry level	
New Classification	597.40
Port Employee Grade 1	618.30
Port Employee Grade 2	628.70
Rubbish Drivers Mates and Assistants	654.40
Port Employee Grade 3	639.10
Drivers of Rubbish Vehicles -	
(i) Capacity up to and including 1.5 tonnes	661.30
(ii) Capacity over 1.5 tonnes but not over 3 tonnes	665.20
(iii) Capacity over 3 tonnes but under 6 tonnes	668.40
Port Employee Grade 4	649.60
Port Employee Grade 5	662.00
Port Employee Grade 6	682.90

The rates of pay in this Award are intended to include the arbitrated wage adjustment payable under the 1 September 2009 Declaration of General Ruling and earlier Safety Net Adjustments and arbitrated wage adjustments. This arbitrated wage adjustment may be offset against any equivalent amount in rates of pay received by employees whose wages and conditions of employment are regulated by this Award which are above the wage rates prescribed in the Award. Such payments include wages payable pursuant to certified agreements, currently operating enterprise flexibility agreements, Queensland workplace agreements, award amendments to give effect to enterprise agreements and overaward arrangements. Absorption which is contrary to the terms of an agreement is not required.

Increases made under previous State Wage Cases or under the current Statement of Principles, excepting those resulting from enterprise agreements, are not to be used to offset arbitrated wage adjustments.

### 5.2.2 Juniors

	Percentage of Minimum Adult Rate
	%
16 years and under 17	45
17 years and under 18	55
18 years and under 19	65
19 years and under 20	75
20 years and under 21	85

Junior rates shall be calculated in multiples of 10 cents with any result of 5 cents or more being taken to the next highest 10 cent multiple.

### 5.2.3 Divisional and District parities

Employees employed outside the Eastern District of the Southern Division shall be paid the following amounts in addition to the wage rates prescribed by clause 5.2.1 for the Division or District in which they are located:

	Adults Per Hour \$	Adults Per Week \$	Juniors Per Hour \$	Juniors Per Week \$
Northern Division, Eastern District	0.0275	1.05	0.0140	0.53
Northern Division, Western District	0.0855	3.25	0.0430	1.63
Mackay Division	0.0235	0.90	0.0120	0.45
Southern Division, Western District	0.0275	1.05	0.0140	0.53

These amounts are payable for all purposes of this Award.

### 5.3 Payment of wages

Except where otherwise mutually agreed between the employer and the majority of employees, payment of wages shall be made in cash or by electronic funds transfer either weekly or fortnightly.

### 5.4 Allowances

5.4.1 *Construction, Reconstruction, Alteration, Repair and/or Maintenance Work Allowance* - In addition to the rates prescribed by this Award all employees (with the exception of Foreperson Wharf Carpenters, Wharf Carpenters, and/or Form setters assistants employed on concrete form work) whilst actually engaged on construction, reconstruction, alteration repair and/or maintenance work (as defined) on site shall be paid an allowance at the rate of \$23.40 per week, which shall be treated as part of the ordinary weekly wage for the purposes of this Award, to compensate for listed disabilities.

Foreperson Wharf Carpenters, Wharf Carpenters and/or Form Setters Assistants employed on concrete form work whilst actually engaged on Construction Work (as defined) on site shall be paid an allowance at the rate of \$22.30 per week which shall be treated as part of the ordinary weekly wage for the purposes of this Award, to compensate for listed disabilities.

*Listed disabilities:*

- (a) climatic conditions where working in the open on all types of work;
- (b) the physical disadvantages of having to climb stairs or ladders;
- (c) dust blowing in the wind on construction sites;
- (d) sloppy or muddy conditions;
- (e) dirty conditions;
- (f) drippings from newly poured concrete;
- (g) the disability of working on all types of scaffold other than a single plank or bosun's chair;
- (h) the lack of usual amenities associated with factory work; and
- (i) all other present disabilities not specifically compensated or allowed for by any other provision of this Award:

An employee receiving payment pursuant to clause 5.4 shall not be entitled to any payment in relation to dirt money as per clause 5.4.3, or work in wet places except in the case of employees working in water to a depth of 762 mm or more. Employees shall not be entitled to this allowance where they are in receipt of an additional payment or disability allowance for specific projects: In relation to airport operations, the listed disabilities shall not include the following classes of work:

- (i) construction or maintenance of tourist facilities;
- (ii) gardening, grass cutting, using machines up to 50 BHP, or other agricultural operations.

5.4.2 *Quarry allowance* - Employees in quarries shall be paid an allowance at the rate of \$23.40 per week to compensate for disabilities associated with working in quarries, which shall be treated as part of the ordinary weekly wage for the purposes of this Award. This allowance shall also apply to employees working at crushing plants, screening plants and similar plants and shall also apply to employees working in gravel pits where such plants are in operation. The allowance shall not apply if the plants are operated in a wet process method or other method that prevents the occurrence of a dust nuisance.

5.4.3 *Dirty work and work in confined spaces* - An employee engaged in one or more of the following types of work shall be paid at the rate of 45.1c per hour in addition to the ordinary rate for time actually engaged in such work:

- (a)
  - Work done in connection with tar and bitumen (other than mixers and sprinklers).
  - Work done in connection with bilged airchambers, boilers and cleaning tubes.
  - All maintenance work under and lifting the decking of wharves where the circumstances of dirty work exist.
  - Gearpersons handling dirty, greasy or muddy ropes and/or muddy and greasy equipment.
  - Employees engaged in making concrete, conveying or handling material to or from the board or mixer.
  - Drayperson carting tar, asphalt, tarred material, tarred wood blocks or bitumen.
  - Using creosote (other than by spraying).
  - Handling timber freshly treated with creosote.
  - Spraying creosote.
- (b)
  - Working a shotblast or sandblast.
  - Confined Spaces whereby the dimensions of such necessitate employees working in a stooped or cramped position.
  - Preparation and on application of epoxy based materials or materials of a like nature including paint.
  - Loading and unloading a quantity of not less than 6 bags of lime and/or cement.
  - Tar boiling.

5.4.4 *Wet places*

- (a) Employees working in wet places shall be paid 46.85c per hour in addition to the rates prescribed by this Award. A place shall be deemed to be "wet":
  - (i) when water other than rain is dropping from overhead so that the clothing of workmen employed there will become saturated with water; or
  - (ii) where a workman works without protective waterproof footwear in water and/or slush underfoot to a depth exceeding 50 mm.

Provided that no place shall be considered wet where workmen are not actually working or where the wetness is caused by rain or by a jet or spraying of water. In addition, the foregoing allowance for wet places shall not be payable in addition to the allowance prescribed in clause 5.4.1 for construction etc. disabilities.

- (b) *Working in water* - Employees who are required to work in water to a depth exceeding 762 mm shall be paid \$1.4005 per hour with a minimum payment of \$2.801 in addition to the rates prescribed by this Award. This allowance is payable in lieu of that prescribed for working in wet places.

5.4.5 *Tool allowance* - Wharf carpenters or shipwrights, using their own tools employed under this Award shall be allowed \$10.50 per week tool allowance in addition to their ordinary rates of pay. This allowance shall not be paid while the employee is on annual leave.

5.4.6 *Meals or meal allowances - during overtime* - An employee who is called upon to continue work after the employee's usual ceasing time, shall, after working more than 2 hours after the usual ceasing time, be supplied with a reasonable meal at the employer's expense, or be paid \$9.60 in lieu thereof.

5.4.7 *Wet weather* - All time lost through wet weather shall be paid for, provided that the employees turn up on the work and hold themselves in readiness. The supervising officer or other person under whose direction the employees are working shall decide whether or not it is too wet to work. It shall be a breach of this Award for the person under whose direction the employees are working to continue such employees at work in the rain until their clothes become saturated.

When employees are prevented by wet weather from following their usual avocation, unless the employees are willing to perform during such wet weather any work the employer may direct them to do, they shall not be entitled to payment for such time lost. Where the supervising officer, or in that officer's absence, any other person under whose direction the employees are working, has decided that it is too wet for ordinary work to be

carried on, and the employees are required to work out in the rain, they shall either be paid at double rates or be provided with raincoats or capes. Where such raincoats or capes are not provided, double rates shall be paid for all time so worked and until such time as the employees finish work or are able to change into dry clothing. Employees entitled to payment under clause 5.4 shall not be entitled to payment under clause 5.3.4 "Wet Places".

## 5.5 Superannuation

### 5.5.1 Contributions

(a) *Amount* - As from 1 January 2005 every employer shall contribute on behalf of each eligible employee an amount calculated at 9% of the employee's ordinary time earnings, into an approved fund, as defined in this clause. Each such payment of contributions shall be rounded off to the nearest ten (10) cents:

Provided that where an employee is absent and is receiving by way of workers' compensation an amount of money no less than the award rate of pay the contribution shall be calculated at 3%.

(b) An employer shall remit to the trustee of Sunsuper or Qsuper or other approved fund, whichever is applicable, all payments due in respect of eligible employees, immediately after the conclusion of each calendar month or at such other times and in such other manner as may be agreed in writing between the employer and the trustee.

(c) *Absences from work* - Contributions shall continue to be paid on behalf of an eligible employee during any absence on paid leave such as annual leave, long service leave, public holidays, sick leave and bereavement leave, but no employer shall be required to pay superannuation contributions on behalf of any eligible employee during any unpaid absences except in the case of absence on workers' compensation.

(d) *Other contributions* - Nothing in clause 5.5 shall preclude an employee from making contributions to a fund in accordance with the provisions thereof.

(e) *Cessation of contributions* - An employer shall not be required to make any further contributions on behalf of an eligible employee for any period after the end of the ordinary working day upon which the contract of employment ceases to exist.

### 5.5.2 Definitions

(a) "Approved Fund" means Sunsuper or QSuper or a Port Authority's pre-existing scheme or any fund satisfying the Commonwealth legislation for occupational superannuation funds and satisfying the superannuation fund conditions in relation to a year of income, as specified in the relevant Act and complying with the operating standards as prescribed by Regulations made under the relevant Act.

(b) "Eligible Employee" means any employee who has been employed by the employer during 5 consecutive weeks and who has worked a minimum of 50 hours during that period. After completion of the above qualifying period, superannuation contributions shall then be made in accordance with clause 5.5.1 effective from the commencement of that qualifying period.

Each eligible employee shall become a member of the approved fund.

(c) "Ordinary Time Earnings" means the actual ordinary rate of pay the employee receives (including any overaward payment) for ordinary hours of work including shift loading and leading hand, in-charge or supervisory allowances where applicable. The term includes any overaward payment as well as casual rates received for ordinary hours of work. Ordinary time earnings shall not include overtime, disability allowances, commission, bonuses, lump sum payments made as a consequence of the termination of employment, annual leave loading, penalty rates for public holiday work, fares and travelling time allowances or any other extraneous payments of a like nature.

5.5.3 The employer and employee may agree to have the employee's superannuation contributions made to an approved superannuation fund, other than those specified in this award.

(a) Any such agreement must be recorded in writing and signed by the employer and employee and kept on the employee's file.

(b) A person must not coerce someone else to make an agreement.

(c) Such agreement, where made, will continue until such time as the employer and employee agree otherwise, and shall be made available to relevant persons for the purposes of sections 371 and 373 (time and wage records) of the Act.

(d) Any dispute arising out of this process will be handled in accordance with the disputes resolution procedure in clause 3.1.

## **PART 6 - HOURS OF WORK, BREAKS, OVERTIME, SHIFT WORK, WEEKEND WORK**

### **6.1 Hours of work**

- 6.1.1 Except as may otherwise be mutually agreed upon between the employer and majority of employees and subject to clause 6.2 (Implementation of hours of work), and to the exceptions provided in clause 6.1, the ordinary hours of work shall be an average of 38 per week, to be worked on one of the following bases:
- (a) 38 hours within a work cycle not exceeding 7 consecutive days; or
  - (b) 76 hours within a work cycle not exceeding 14 consecutive days; or
  - (c) 114 hours within a work cycle not exceeding 21 consecutive days; or
  - (d) 152 hours within a work cycle not exceeding 28 consecutive days.
- 6.1.2 The ordinary hours of work prescribed for day workers may be worked on not more than 5 consecutive days in the week, Monday to Sunday inclusive, subject to the following:
- (a) All ordinary hours worked on a Saturday by day workers shall be paid at the rate of time and a-half.
  - (b) All time worked on Sundays shall be paid for at the rate of double time.
- 6.1.3 The ordinary hours of work prescribed in this award for day workers shall be worked continuously, except for meal breaks and rest pauses, between 6.00 a.m. and 6.00 p.m.
- 6.1.4 The ordinary starting and finishing times of employees may be changed or staggered, subject to the agreement of the employer and the majority of employees. The ordinary hours of work shall not exceed 10 hours on any day. Where the ordinary working hours are to exceed 8 on any day, the arrangement of hours shall be subject to the agreement of the employer and the majority of employees. Employees are required to observe the nominated starting and finishing times for the working day, including designated breaks to maximize available working time. Preparation for work and cleaning up of the employee's person shall be in the employee's time.
- 6.1.5 A roster for all employees showing normal starting and finishing times and the surname and initial of each employee shall be prepared by the employer and shall be posted 7 days in advance in a place accessible to the employee concerned. The roster shall be alterable by mutual consent at any time or by amendment with 7 days' notice.
- 6.1.6 Such roster shall show the starting and ceasing times and the days upon which an employee is engaged to work as well as the number of hours to be worked each week to suit the exigencies of the establishment; provided that:
- (a) Part-time employees will be entitled to predictability and regularity of hours in their employment.
  - (b) Wherever practical and possible, rosters shall not be changed from week to week, or fortnight to fortnight.

### **6.2 Implementation of hours of work**

- 6.2.1 The 38 hour week shall be implemented on one of the following bases, most suitable to the particular employer, after consultation with, and giving reasonable consideration to the wishes of the employees concerned.
- (a) By employees working less than 8 ordinary hours each day; or
  - (b) By employees working less than 8 ordinary hours on one or more days each work cycle; or
  - (c) By fixing one or more work days on which all employees will be off during a particular work cycle; or
  - (d) By rostering employees off on various days of the week during a particular work cycle, so that each employee has one work day off during that cycle.
- 6.2.2 Subject to clause 6.1.4, employees may agree that the ordinary hours of work are to exceed 8 on any day, thus enabling more than one work day to be taken off during a particular work cycle.
- 6.2.3 Notwithstanding any other provision in clause 6.2, where the arrangement of ordinary hours of work provides for a rostered day off, the employer and the majority of employees concerned, may agree to accrue up to a maximum of 5 rostered days off. Where such agreement has been reached, the accrued rostered days off shall be taken within 12 calendar months of the date on which the first rostered day off was accrued. Consent to accrue rostered days off shall not be unreasonably withheld by either party.

6.2.4 When the ordinary work cycle provides for a rostered day off, the rostered day off shall not fall on a public holiday, but shall be on the ordinary working day immediately before or immediately after the public holiday, or deferred in accordance with clause 6.2.3. Different methods of implementation of the 38 hour week may apply to individual employees, groups or sections of employees in the organisation concerned.

### **6.3 38 hour week - procedures for enterprise level discussions**

6.3.1 The employer and all employees concerned in each establishment shall consult over the most appropriate means of implementing and working a 38 hour week.

6.3.2 The objective of such consultation shall be to reach agreement on the method of implementing and working the 38 hour week in accordance with clause 6.2.

6.3.3 The outcome of such consultation shall be recorded in writing.

6.3.4 In cases where agreement cannot be reached as a result of consultation between the parties, either party may request the assistance or advice of their relevant employee or employer organisation.

6.3.5 Notwithstanding the consultative procedures outlined above, and notwithstanding any lack of agreement by employees, the employer shall have the right to make the final determination as to the method by which the 38 hour week is implemented or worked from time to time.

6.3.6 After implementation of the 38 hour week, upon giving 7 days' notice or such shorter period as may be mutually agreed upon, the method of working the 38 hour week may be altered, from time to time, following negotiations between the employer and employees concerned, using the foregoing provisions of clause 6.3, including clause 6.3.5.

### **6.4 Method of payment for ordinary hours of work**

Ordinary hours for all employees (excluding part-time employees and casuals), shall be paid on the basis of not more than 38 per week, on an averaged basis according to the work cycle, notwithstanding that in excess of 38 ordinary hours may be worked to maximize leisure time off.

### **6.5 Shift work**

6.5.1 Employees covered by this Award may be required to perform shift work under and in accordance with the provisions of clause 6.5.

6.5.2 The ordinary working hours of shift workers shall not exceed on average 38 in any one week or 8 on any one day to be worked according to a roster agreed upon between the employer and the majority of the employees concerned.

6.5.3 Shift workers shall be allowed 30 minutes for crib during each shift of 8 hours to be taken by the employee at such time and in such manner as will not interfere with the continuity of work. Such crib shall be regarded as part of the employee's ordinary working time.

6.5.4 *Afternoon and night shift allowance*

(a) In addition to the rates of pay prescribed by clause 5.2, employees whilst engaged on Afternoon Shift and Night Shift, as established pursuant to clause 6.1, shall be paid an additional penalty rate for each such shift as follows:

Afternoon Shift: 12.5% (or \$9.70 whichever is the greater)

Night Shift: 15% (or \$9.70 whichever is the greater)

(b) For the purposes of clause 6.5 the percentage which is quoted shall be the amount which is payable for each shift in addition to the employee's ordinary time wage rate.

(c) This extra rate shall not apply to shift work performed on Saturdays and Sundays when extra payments apply to continuous shift workers.

(d) No employee shall, as a result of clause 6.5, suffer any reduction to their current entitlement to shift allowance.

6.5.5 Where continuous shift work is performed, one and a half times the ordinary rate shall be paid from midnight Friday to midnight Sunday.



6.5.6 Where a change is made from day work to shift work, reasonable notice shall be given to the employee concerned before the provisions of clause 6.5 shall be applicable.

## **6.6 Overtime**

6.6.1 *Day workers* - All time worked outside of the ordinary working hours each day for each class of employee shall, except as provided in clause 6.6, be paid for at the rate of time and a-half for the first 3 hours, and double time thereafter.

6.6.2 An employee who works so much overtime between the termination of ordinary work on one day and the commencement of ordinary work on the next day, that the employee has not had at least 10 consecutive hours off duty between those times shall, subject to clause 6.6.2, be released after the completion of such overtime until the employee has had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence. If on the instructions of the employer such an employee resumes or continues work without having had such 10 consecutive hours off duty, the employee shall be paid double rates until released from duty for such period. The employee shall then be entitled to be absent until the employee has had 10 consecutive hours off duty, without loss of pay, for ordinary working time occurring during each absence. Where an employee is recalled to work overtime and works not more than 2 hours' overtime, clause 6.6.2 shall not apply.

6.6.3 *Call back* - An employee recalled to work overtime after leaving the employer's business premises (whether notified before or after leaving the premises) shall be paid for a minimum of 3 hours' work at the appropriate rate for each time the employee is so recalled. Except in the case of unforeseen circumstances arising, the employee shall not be required to work the full 3 hours if the job the employee was recalled to perform is completed within a shorter period. Clause 6.6.3 shall not apply in cases where it is customary for an employee to return to the employer's premises to perform a specific job outside the employee's ordinary working hours, or where the overtime is continuous (subject to a reasonable meal break), with the completion or commencement of ordinary working time.

6.6.4 Payment at the appropriate overtime rate shall be calculated from time of leaving home to commence that work, until the employee returns home from that work. Where employees are called out between midnight and 6.00 a.m, they shall be paid at the rate of double time for all time so worked, up to the ordinary starting time Monday to Friday, and up to 7.00 a.m. on Saturday, with a minimum payment as for 3 hours work at that rate.

### *6.6.5 Shift workers*

For all employees engaged on continuous shift work, all time worked in excess of 8 hours on any one day, or the hours as arranged in the roster prescribed in clause 6.5, shall be considered as overtime and shall be paid for at the rate of double time. If an employee is called upon to work on the day the employee is rostered off, the employee shall be paid for such work at double time.

## **6.7 Meal breaks**

6.7.1 All employees shall be entitled to a meal break of not less than 30 minutes or more than one hour for an unpaid meal break provided that no employee shall be required to commence a meal break earlier than 3 hours after normal starting time, nor later than 5 and a-half hours after normal starting time. The break shall be taken at such time as will not interfere with continuity of work where continuity is necessary, and where practical shall be taken at a regular time each day.

6.7.2 All work done during the recognized meal period shall be paid for at the rate of double time, such payment to continue until a meal period has commenced. Such meal period shall be of the prescribed duration. Clause 6.7.2 shall not apply where the meal break is altered to suit continuity.

6.7.3 Any employee who is required to continue working without notification on the previous day or earlier, for more than 2 hours after the ordinary ceasing time, or one hour if overtime continues past 6.00 p.m., shall be allowed 30 minutes for a meal after the first hour worked, also 30 minutes after each further 4 hours worked. If the employee works through the 30 minute meal break the employee shall be paid an additional 30 minutes at ordinary time.

## **6.8 Rest pauses**

6.8.1 All employees covered by this Award shall be allowed a 10 minute rest pause at a time convenient to the employer each morning and afternoon, which shall be paid for at ordinary time.

6.8.2 Where there is agreement between the majority of employees and the employer, the rest pauses may be combined into one 20 minute rest pause to be taken in the first part of the ordinary working day with the combined rest pause and the meal break arranged in such a way that the ordinary working day is broken up into 3

approximately equal working periods.

6.8.3 Such rest pauses may be staggered or be taken at such times as will not interfere with continuity of work where continuity is necessary.

## **6.9 Saturday work**

If employees (other than shift workers) are called upon to work overtime commencing on Saturday they shall be paid at the rate of time and a-half for the first 3 hours and double time thereafter, with a minimum of 2 hours work or payment therefore.

## **6.10 Sunday work**

All time worked on Sundays by employees other than watchpersons shall be paid at the rate of double time, with a minimum of 3 hours work or payment therefore.

# **PART 7 - LEAVE OF ABSENCE AND PUBLIC HOLIDAYS**

## **7.1 Annual leave**

7.1.1 Every employee (other than a casual employee) covered by this Award shall at the end of each year of employment be entitled to annual leave on full pay of 4 weeks. For the purposes of clause 7.1 "year of employment" shall mean and include any year of employment. Such annual leave shall be exclusive of any public holiday which may occur during the period of that annual leave and (subject to clause 7.1.5) shall be paid for by the employer in advance:

- (a) In the case of any and every employee in receipt immediately prior to that leave of ordinary pay at a rate in excess of the ordinary rate payable under this Award, at that excess rate; and
- (b) In every other case, at the ordinary rate payable to the employee concerned immediately prior to that leave under this Award.

7.1.2 If the employment is terminated at the expiration of a full year of employment, the employer shall be deemed to have given the leave to the employee from the date of the termination of the employment and shall forthwith pay to the employee in addition to all other amounts due, the employee's pay, calculated in accordance with clause 7.1.5, for 4 weeks and also the employee's ordinary pay for any public holiday occurring during such period of 4 weeks.

7.1.3 Reasonable notice shall be given to each employee of such annual leave becoming due.

7.1.4 Except as provided in clauses 7.1.1 and 7.1.2, it shall not be lawful for the employer to give or for the employee to receive payment in lieu of annual leave.

### *7.1.5 Calculation of annual leave pay*

In respect to annual leave entitlements to which clause 7.1 applies, annual leave pay (including any proportionate payments) shall be calculated as follows:

- (a) *Shift Workers* - Subject to clause 7.1.5(c), the rate of wage to be paid to a shift worker shall be the rate payable for work in ordinary time according to the employee's roster or projected roster, including Saturday, Sunday or holiday shifts.
- (b) *Leading hands, etc* - Subject to clause 7.1.5(c), Leading hand allowances and amounts of a like nature otherwise payable for ordinary time worked shall be included in the wages to be paid to employees during annual leave.
- (c) *All Employees* - Subject to the provisions of clause 7.1.5(d), in no case shall the payment by an employer to an employee be less than the sum of the following amounts:
  - (i) The employee's ordinary wage rate as prescribed by this Award for the period of the annual leave (excluding shift premiums and weekend penalty rates);
  - (ii) Leading Hand allowance or amounts of a like nature;
  - (iii) A further amount calculated at the rate of 17.5% of the amounts referred to in clauses 7.1.5(a) and 7.1.5(b)
- (d) Clause 7.1.5(c) does not apply to:

- (i) any period or periods of annual leave exceeding:
  - 5 weeks in the case of employees employed in a calling where 3 shifts per day are worked over a period of 7 days per week;
  - 4 weeks in any other case; and
- (ii) Employers (and their employees) who are already paying (or receiving) an annual leave bonus, loading or other annual leave payment which is not less favourable to employees.

## **7.2 Sick leave**

### *7.2.1 Entitlement*

- (a) Every employee who works less than 8 hours per day, except casual, and school-based apprentices and trainees, is entitled to 60.8 hours' sick leave for each completed year of their employment with their employer.
- (b) Every employee who normally works 8 or more a day except casual and school-based apprentices and trainees is entitled to 64 hours' sick leave for each completed year of their employment with their employer.
- (c) This entitlement will accrue at the rate of 7.6 hours' sick leave after each 6 weeks of employment for employees covered by clause 7.2.1(a).
- (d) This entitlement will accrue at the rate of 8 hours' sick leave after each 6 weeks of employment for employees covered by clause 7.2.1(b).
- (e) Payment for sick leave will be made based on the ordinary number of hours that would have been worked by the employee if they were not absent on sick leave.
- (f) Sick leave may be taken for part of a day.
- (g) Sick leave shall be cumulative, but unless the employer and employee otherwise agree, no employee shall be entitled to receive, and no employer shall be bound to make, payment for more than 13 weeks' absence from work through illness in any one year.
- (h) Part-time employees accrue sick leave on a proportional basis.

### *7.2.2 Employee must give notice*

The payment of sick leave is subject to the employee promptly advising their employer of their absence and its expected duration.

### *7.2.3 Evidence supporting a claim*

When the employee's absence is for more than 2 days the employee is required to give the employer a doctor's certificate, or other reasonably acceptable evidence, about the nature and approximate duration of the illness.

### *7.2.4 Accumulated sick leave*

An employee's accumulated sick leave entitlements are preserved when:

- (i) The employee is absent from work on unpaid leave granted by the employer;
- (ii) The employer or employee terminates the employee's employment and the employee is re-employed within 3 months; or
- (iii) The employee's employment is terminated because of illness or injury and the employee is re-employed by the same employer without having been employed in the interim.

The employee accumulates sick leave entitlements whilst absent from work on paid leave granted by the employer.

### *7.2.5 Workers' compensation*

Where an employee is in receipt of workers' compensation, the employee is not entitled to payment of sick leave.

### **7.3 Bereavement leave**

#### *7.3.1 Full-time and part-time employees*

Full-time and part-time employees shall, on the death of a member of their immediate family or household in Australia, be entitled to paid bereavement leave up to and including the day of the funeral of such person. Such leave shall be without deduction of pay for a period not exceeding the number of hours worked by the employee in 2 ordinary days of work. Proof of such death is to be furnished by the employee to the satisfaction of the employer.

#### *7.3.2 Long-term casual employees*

- (a) A long-term casual employee is entitled to at least 2 days unpaid bereavement leave on the death of a member of the person's immediate family or household in Australia.
- (b) A "long-term casual employee" is a casual employee engaged by a particular employer, on a regular and systematic basis, for several periods of employment during a period of at least one year immediately before the employee seeks to access an entitlement under clause 7.3.2.

#### *7.3.3 "Immediate family" includes:*

- (a) A spouse (including a former spouse, a *de facto* spouse and a former *de facto* spouse, spouse of the same sex) of the employee; and
- (b) A child or an adult child (including an adopted child, a foster child, an ex-foster child, a stepchild or an ex-nuptial child), parent, grandparent, grandchild or sibling of the employee or spouse of the employee.

#### *7.3.4 Unpaid leave*

An employee with the consent of the employer, may apply for unpaid leave when a member of the employee's immediate family or household in Australia dies and the period of bereavement leave entitlement provided above is insufficient.

### **7.4 Long service leave**

All employees covered by this Award are entitled to long service leave on full pay under, subject to, and in accordance with, the provisions of Chapter 2, Part 3, sections 42-58 of the Act as amended from time to time.

### **7.5 Family Leave**

The provisions of the Family Leave Award apply to and are deemed to form part of this Award.

#### *7.5.1 It is to be noted that:*

- (a) part-time work can be performed by agreement in the circumstances specified in the Family Leave Award;
- (b) a copy of the Family Leave Award is required to be displayed in accordance with section 697 of the Act.

#### *7.5.2 The Family Leave Award also provides for the terms and conditions of leave associated with:*

- (a) Maternity leave
- (b) Parental leave
- (c) Adoption leave
- (d) Special responsibility leave for the care and support of the employee's immediate family or household.

### **7.6 Public holidays**

#### *7.6.1 Subject to clause 7.6.7 all work done by any employee on:*

- the 1st January;
- the 26th January;
- Good Friday;
- Easter Saturday (the day after Good Friday);
- Easter Monday;
- the 25th April (Anzac Day);
- The Birthday of the Sovereign;

- Christmas Day;
- Boxing Day; or
- any day appointed under the *Holidays Act 1983*, to be kept in place of any such holiday

will be paid for at the rate of double time and a-half with a minimum of 4 hours.

#### 7.6.2 *Labour Day*

All employees covered by this Award are entitled to be paid a full day's wage for Labour Day (the first Monday in May or other day appointed under the *Holidays Act 1983*, to be kept in place of that holiday) irrespective of the fact that no work may be performed on such day, and if any employee concerned actually works on Labour Day, such employee will be paid a full day's wage for that day and in addition a payment for the time actually worked by the employee at one and a-half times the ordinary time rate of pay prescribed for such work with a minimum of 4 hours.

#### 7.6.3 *Annual show*

All work done by employees in a district specified from time to time by the Minister by notification published in the *Industrial Gazette* on the day appointed under the *Holidays Act 1983*, to be kept as a holiday in relation to the annual agricultural, horticultural or industrial show held at the principal city or town, as specified in such notification of such district will be paid for at the rate of double time and a-half with a minimum of 4 hours.

In a district in which a holiday is not appointed for an annual agricultural, horticultural or industrial show, the employee and employer must agree on an ordinary working day that is to be treated as a show holiday for all purposes.

#### 7.6.4 *Double time and a-half*

For the purposes of clause 7.6 "double time and a-half" means one and a-half day's wages in addition to the employee's ordinary time rate of pay or *pro rata* if there is more or less than a day.

7.6.5 All time worked on any of public holidays outside the ordinary starting and ceasing times prescribed by this Award for the day of the week on which such holiday falls shall be paid for at double the rate prescribed by the Award for such time when worked outside the ordinary starting and ceasing times on an ordinary working day.

#### 7.6.6 *Stand down*

Any employee, with 2 weeks or more of continuous service, whose employment has been terminated by the employer or who has been stood down by the employer during the month of December, and who is re-employed in January of the following year, shall be entitled to payment at the ordinary rate payable to that employee when they were dismissed or stood down, for any one or more of the following holidays, namely, Christmas Day, Boxing Day and the 1st January (New Year's Day).

#### 7.6.7 *Substitution*

Where there is agreement between the employer and the majority of employees concerned, a public holiday may be substituted for another day. If such other day is worked, then payment for that day will be at the rate of double time and a-half at the employee's ordinary time rate of pay.

7.6.8 Employees are not to be discriminated against on the basis of their contract of employment where public holidays fall on off duty periods of employment.

### 7.7 **Jury service**

- (a) An employee, other than a casual employee, required to attend for jury service during their ordinary working hours shall 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 ordinary pay the employee would have been paid if the employee was not absent on jury service.
- (b) Alternatively, by agreement, fees (other than meal allowance) received by the employee to attend jury service will be paid to the employer and the employer will continue to pay the employee their ordinary pay for the time the employee was absent on jury service.
- (c) Employees shall notify their employer as soon as practicable of the date upon which they are required to attend for jury service and shall provide their employer with proof of such attendance, the duration of such attendance and the amount received in respect thereof.
- (d) If the employee is not required to serve on a jury for a day or part of a day after attending for jury service and the employee would ordinarily be working for all or part of the remaining day, the employee must, if practicable, present for work at the earliest reasonable opportunity.

- (e) "Ordinary pay" means the rate of pay that an employee would normally expect to receive for working ordinary hours on an ordinary day of the week, including any over-award payment. "Ordinary pay" excludes overtime, penalty rates of all types - including those attaching to working ordinary hours (for example) on a Saturday, disability allowances, shift allowances, special rates, fares and travelling time allowances, bonuses and other ancillary payments of a like nature.

## **PART 8 - TRANSFERS, TRAVELLING AND WORKING AWAY FROM USUAL PLACE OF WORK**

### **8.1 Traveling, transport and fares**

- 8.1.1 *Travelling time from job to job* - Time occupied in travelling from job to job, where no break occurs in the employment, shall be paid by the employer.
- 8.1.2 *Voyages between ports* - Where a dredge is travelling from one port to another proper food shall be provided by the employer for the employees free of cost.
- 8.1.3 *Provision of transport* - When an employee living more than 1.6 kilometres from the employee's place of work, after having worked overtime or a shift for which the employee has not been regularly rostered, finishes work at a time when the employee's customary means of transport is not available and the employee is unable to arrange reasonable alternative means of transport, the employer shall provide the employee with suitable means of transport home.

## **PART 9 - TRAINING AND RELATED MATTERS**

### **9.1 Training**

- 9.1.1 The parties to this Award recognise that in order to increase the efficiency and productivity of the enterprise and also the national and international competitiveness of the industries covered by this award, a greater commitment to training and skill development is required. Accordingly, the parties commit themselves to:
- (a) developing a more highly skilled and flexible workforce;
  - (b) providing employees with career opportunities through appropriate training to acquire additional skills; and
  - (c) removing barriers to the use of skills acquired.

## **PART 10 - OCCUPATIONAL HEALTH AND SAFETY MATTERS, EQUIPMENT, TOOLS AND AMENITIES**

### **10.1 Accidents and serious illness**

Where employees are injured seriously, or fall seriously ill at their work, the employer shall provide means of getting them to the nearest hospital or pay expenses of transmission to hospital.

### **10.2 Supply of tools**

The employer shall supply all necessary tools to the employees other than those required by tradesmen. Employees shall be liable for loss or damage done to such tools willfully or by reason of negligence. A tool lock-up box in a secure room shall be provided for the safety of workmen's tools.

### **10.3 Cleaning cabins - firepersons and seafarer's department (unclassified)**

- 10.3.1 (a) Whilst a dredge is working and where crews are living on board such dredge, one hour per week shall be allowed on dredges for cleaning cabins when no cabin person is employed.
- (b) Whilst a dredge is at sea, one hour per day shall be allowed for cleaning cabins when no cabin person is employed.
- (c) For performing the above duty, one person shall be allotted from the deck and engine room.

## **PART 11 - AWARD COMPLIANCE AND UNION RELATED MATTERS**

### **Preamble**

Clauses 11.1 and 11.2 replicate legislative provisions contained within the Act. In order to ensure the currency of existing legal requirements parties are advised to refer to sections 366, 372 and 373 of the Act as amended from time to time.

## **11.1 Right of entry**

### *11.1.1 Authorised industrial officer*

- (a) An "Authorised industrial officer" is any relevant Union official holding a current authority issued by the Industrial Registrar.
- (b) Right of entry is limited to workplaces where the work performed falls within the registered coverage of the relevant Union.

### *11.1.2 Entry procedure*

- (a) The authorised industrial officer is entitled to enter the workplace during normal business hours as long as:
  - (i) the authorised industrial officer alerts the employer or other person in charge of the workplace to their presence; and
  - (ii) shows their authorisation upon request.
- (b) Clause 11.1.2(a)(i) does not apply if the authorised industrial officer establishes that the employer or other person in charge is absent.
- (c) A person must not obstruct or hinder any authorised industrial officer exercising their right of entry.
- (d) If the authorised industrial officer intentionally disregards a condition of clause 11.1.2 the authorised industrial officer may be treated as a trespasser.

### *11.1.3 Inspection of records*

- (a) An authorised industrial officer is entitled to inspect the time and wages record required to be kept under section 366 of the Act.
- (b) An authorised industrial officer is entitled to inspect such time and wages records of any former or current employee except if the employee:
  - (i) is ineligible to become a member of the relevant Union; or
  - (ii) is a party to a QWA or ancillary document, unless the employee has given written consent for the records to be inspected; or
  - (iii) has made a written request to the employer that the employee does not want that employee's record inspected.
- (c) The authorised industrial officer may make a copy of the record, but cannot require any help from the employer.
- (d) A person must not coerce an employee or prospective employee into consenting, or refusing to consent, to the inspection of their records by an authorised industrial officer.

### *11.1.4 Discussions with employees*

An authorised industrial officer is entitled to discuss with the employer, or a member or employee eligible to become a member of the relevant Union:

- (a) matters under the Act during working or non-working time; and
- (b) any other matter with a member or employee eligible to become a member of the relevant Union, during non-working time.

### *11.1.5 Conduct*

An authorised industrial officer must not unreasonably interfere with the performance of work in exercising a right of entry.

## **11.2 Time and wages record**

11.2.1 An employer must keep, at the place of work in Queensland, a time and wages record that contains the following

particulars for each pay period for each employee, including apprentices and trainees:

- (a) the employee's award classification;
- (b) the employer's full name;
- (c) the name of the award under which the employee is working;
- (d) the number of hours worked by the employee during each day and week, the times at which the employee started and stopped work, and details of work breaks including meal breaks;
- (e) a weekly, daily or hourly wage rate - details of the wage rate for each week, day, or hour at which the employee is paid;
- (f) the gross and net wages paid to the employee;
- (g) details of any deductions made from the wages; and
- (h) contributions made by the employer to a superannuation fund.

11.2.2 The time and wages record must also contain:

- (a) the employee's full name and address;
- (b) the employee's date of birth;
- (c) details of sick leave credited or approved, and sick leave payments to the employee;
- (d) the date when the employee became an employee of the employer;
- (e) if appropriate, the date when the employee ceased employment with the employer; and
- (f) if a casual employee's entitlement to long service leave is worked out under section 47 of the Act - the total hours, other than overtime, worked by the employee since the start of the period to which the entitlement relates, worked out to and including 30 June in each year.

11.2.3 The employer must keep the record for 6 years.

11.2.4 Such records shall be open to inspection during the employer's business hours by an inspector of the Department of Industrial Relations, in accordance with section 371 of the Act or an authorised industrial officer in accordance with sections 372 and 373 of the Act.

### **11.3 Union encouragement**

Clause 11.3 gives effect to section 110 of the Act in its entirety. Consistent with section 110 a Full Bench of the Commission has issued a Statement of Policy on Union Encouragement (reported 165 QGIG 221) that encourages an employee to join and maintain financial membership of an organisation of employees that has the right to represent the industrial interests of the employees concerned.

#### *11.3.1 Documentation to be provided by employer*

At the point of engagement, an employer to whom this Award applies shall provide employees with a document indicating that a Statement of Policy on Union Encouragement has been issued by the Commission, a copy of which is to be kept on the premises of the employer in a place readily accessible by each employee.

The document provided by the employer shall also identify the existence of a Union encouragement clause in this Award.

#### *11.3.2 Union delegates*

Union delegates and job representatives have a role to play within a workplace. The existence of accredited Union delegates and/or job representatives is encouraged.

The employer shall not unnecessarily hinder accredited Union delegates and/or job representatives in the reasonable and responsible performance of their duties.

#### *11.3.3 Deduction of union fees*



Where arrangements can be entered into, employers are encouraged to provide facilities for the deduction and remittance of Union fees for employees who signify in writing to their employer, their desire to have such membership fees deducted from their wages.

#### **11.4 Posting of Award**

The employer must display a copy of this Award in a conspicuous place at the workplace where employees can easily read it.

### **SCHEDULE 1 - CAIRNS PORT AUTHORITY**

#### **1. Application**

This schedule applies to the Cairns Port Authority and its employees who perform work within the Port Authorities Award - State 2003. The provisions of the Port Authorities Award - State 2003 shall apply to such work unless any such provisions are inconsistent with the provisions of this schedule, in which case the provisions of this schedule shall prevail.

#### **2. Definitions**

- (1) "Port Officer" means an employee, other than a Piermaster, who attends at the mooring and unmooring of vessels, keeps the necessary records and performs all the incidental duties thereto and generally supervises the Board's installations and areas.
- (2) "Airport Attendant" means an employee responsible for safety, security, traffic movements, parking and compliance with Cairns Airport by-laws as amended from time to time.

#### **3. Classifications**

	Award Rate Per Week
	\$
Classification	
Port Employee Grade 2 - Port Officer - Day } Port Officer - Night }	612.70
Port Employee Grade 3 - Master - "M.V. Floreat II" Airport Attendant	634.95 692.00

The rates of pay in this Award are intended to include the arbitrated wage adjustment payable under the 1 September 2009 Declaration of General Ruling and earlier Safety Net Adjustments and arbitrated wage adjustments. This arbitrated wage adjustment may be offset against any equivalent amount in rates of pay received by employees whose wages and conditions of employment are regulated by this Award which are above the wage rates prescribed in the Award. Such payments include wages payable pursuant to certified agreements, currently operating enterprise flexibility agreements, Queensland workplace agreements, award amendments to give effect to enterprise agreements and overaward arrangements. Absorption which is contrary to the terms of an agreement is not required.

Increases made under previous State Wage Cases or under the current Statement of Principles, excepting those resulting from enterprise agreements, are not to be used to offset arbitrated wage adjustments.

#### **4. Hours of work**

The hours of work of dredge hands shall be counted from the time of leaving the wharf in the morning to the time of leaving the dredge in the evening and shall not include the meal time spent on board.

#### **5. On call employees**

An employee required to remain on call during any day or night, outside ordinary working hours, shall be paid \$8.24 for each day and/or night, during which the employee remains on call. Where an employee is required to remain on call on any Sunday or public holiday a sum equal to the employee's pay for a working day of 8 hours shall be paid. If any employee whilst on call is required to perform any other work for which rates of pay are fixed by this Award, the employee shall be paid for the time so worked at the overtime rate prescribed in lieu of the above rate and the sum above-mentioned shall be reduced by an amount bearing the same proportion to such sum as the time worked at overtime rates bears to the period of 8 hours. If the time worked by the employee at overtime rates is 8 hours or more, then the employee shall be entitled to receive only the amount earned by the employee at overtime.

## 6. Airport provisions

(1) *Hours of work* - Where it is deemed by the employer impractical to work a 5 day week of 8 hours per day, suitable hours may be mutually agreed between the employer and the Branch Secretary of The Australian Workers' Union of Employees, Queensland. Shifts may be worked by employees provided that the hours to be worked shall be agreed upon between the employer and The Australian Workers' Union of Employees, Queensland.

(2) *Shift provisions*

- (a) The ordinary hours of shift work shall be worked between the hours of 5.00 a.m. and 1.00 p.m., 1.00 p.m. and 9.00 p.m. and 9.00 p.m. and 5.00 a.m. over 7 days of the week. Rosters shall be prepared subject to the agreement of The Australian Workers' Union of Employees, Queensland.
- (b) An early morning shift shall commence at 5.00 a.m. and cease at 1.00 p.m.
- (c) An Afternoon Shift shall commence at 1.00 p.m. and cease at 9.00 p.m.
- (d) A Night Shift shall commence at 9.00 p.m. and cease at 5.00 a.m.

All shift workers shall be paid \$9.70 per shift in addition to the wages rates prescribed by clause 3 of schedule 1.

## 7. Skin diving

An employee engaged in skin diving, i.e. diving without a diving dress, shall, if the employee be so engaged for less than one hour on any day, be paid 4 and a-quarter hours pay in addition to their ordinary pay. If the employee be so engaged one hour or more on any one day, the employee shall be paid 8 and a-half hours pay in addition to the employee's ordinary pay.

## SCHEDULE 2 - TOWNSVILLE PORT AUTHORITY

### 1. Application

This schedule applies to Townsville Port Authority and its employees who perform work within the Award coverage of the Port Authorities Award - State 2003. The provisions of the Port Authorities Award - State 2003 shall apply to such work unless any such provisions are inconsistent with the provisions of this schedule in which case the provisions of this schedule shall prevail.

### 2. Definitions

Port Attendant means an employee appointed as such to attend to all berthing vessels.

### 3. Classifications

Classification	Award Rate Per Week
Port Employee Grade 2 - Port Attendant	612.70

The rates of pay in this Award are intended to include the arbitrated wage adjustment payable under the 1 September 2009 Declaration of General Ruling and earlier Safety Net Adjustments and arbitrated wage adjustments. This arbitrated wage adjustment may be offset against any equivalent amount in rates of pay received by employees whose wages and conditions of employment are regulated by this Award which are above the wage rates prescribed in the Award. Such payments include wages payable pursuant to certified agreements, currently operating enterprise flexibility agreements, Queensland workplace agreements, award amendments to give effect to enterprise agreements and overaward arrangements. Absorption which is contrary to the terms of an agreement is not required.

Increases made under previous State Wage Cases or under the current Statement of Principles, excepting those resulting from enterprise agreements, are not to be used to offset arbitrated wage adjustments.

## SCHEDULE 3 - MACKAY PORT AUTHORITY

### 1. Application

This schedule applies to Mackay Port Authority and its employees who perform work within the Award coverage of the Port Authorities Award - State 2003. The provisions of the Port Authorities Award - State 2003 shall apply to such work unless any such provisions are inconsistent with provisions of this schedule in which case the provisions of this schedule shall prevail.

### 2. Classifications

Classification	\$
Port Employee Grade 1	602.30
Port Employee Grade 2 - Port Officer - Day } Port Officer - Night }	612.70
Port Employee Grade 3 - Drivers of 12 metre work boat (A.J. Coyne)	623.10
Port Employee Grade 4	633.60
Airport Attendant	692.00

Airport Attendant means an employee responsible for safety, security, traffic movements, parking and compliance with Airport By-laws amended from time to time.

Airport Attendant means an employee responsible for safety, security, traffic movements, parking and compliance with Airport By-laws amended from time to time.

The rates of pay in this Award are intended to include the arbitrated wage adjustment payable under the 1 September 2009 Declaration of General Ruling and earlier Safety Net Adjustments and arbitrated wage adjustments. This arbitrated wage adjustment may be offset against any equivalent amount in rates of pay received by employees whose wages and conditions of employment are regulated by this Award which are above the wage rates prescribed in the Award. Such payments include wages payable pursuant to certified agreements, currently operating enterprise flexibility agreements, Queensland workplace agreements, award amendments to give effect to enterprise agreements and overaward arrangements. Absorption which is contrary to the terms of an agreement is not required.

Increases made under previous State Wage Cases or under the current Statement of Principles, excepting those resulting from enterprise agreements, are not to be used to offset arbitrated wage adjustments.

### 3. Allowances

*Airport safety officer duties* - Where an employee is required to relieve in the capacity of Airport Safety Officer for the purposes of the Airport, the employee shall be paid \$3.26 per hour in addition to the employee's ordinary rate of pay.

### 4. Mooring and unmooring of ships

- (1) In addition to the terms and conditions of the Port Authorities Award - State 2003 the following conditions shall apply to all employees engaged under this Award engaged in the mooring and unmooring of ships at the Authority's Harbour.
- (2) *Transport* - All such employees shall be entitled to a travelling allowance of 26 cents per kilometre from the recognised pick-up point (i.e. the Customs House, corner river and Sydney Streets, Mackay) to and from the Outer Harbour except in cases where work commences between the hours of 5.30 a.m. and 6.30 a.m. or continues after 4.30 p.m. Monday to Friday inclusive, when the employees shall be entitled to the travelling allowance one way only no traveling allowance will be payable where the work commences at 6.30 a.m. or after Monday to Friday inclusive.
- (3) (a) Any employee required to start work between the hours of 5.30 a.m. and 6.30 a.m. on any week day, Monday to Friday inclusive, shall be supplied by the employer with a meal free of charge or paid meal allowance as prescribed in clause 5.4.6 and allowed 30 minutes in the employer's time as a meal period.
- (b) Any employee required to continue at such work after the hour of 4.30 p.m. on any week day, Monday to Friday inclusive, shall be supplied by the employer with a meal free of charge, or in lieu thereof, shall be paid meal allowance prescribed in clause 5.4.6.
- (c) Any employees required to report for such work prior to the customary meal hours of 6.30 a.m., 11.30 a.m. and 4.30 p.m. on Saturday, Sunday or any public holiday and who are detained and continue at such work later than such meal times, shall be given a half hour in the employer's time and be provided with a meal or paid meal allowance in accordance with clause 5.4.6.
- (4) *Rates of pay* - Any employee recalled for such work after leaving the employer's business premises (whether notified before or after leaving the premises) shall be paid for a minimum of 3 hours' work at the appropriate rate for each time the employee is so recalled. Except in the case of unforeseen circumstances arising the employee shall not be required to work the full 3 hours if the job the employee was recalled to perform is completed within a

shorter period. Where more than one vessel is required to be handled at times within the 3 hour period, employees will continue to hold themselves available in those cases for the full period of 3 hours. Clause 4 (4) shall not apply where the overtime is continuous (subject to a reasonable meal break) with the completion or commencement of ordinary working time. Payment at the appropriate overtime rate prescribed by clause 6.6 shall be made for such recalls. All work performed after noon on Saturday shall be paid for at the rate of double time with a minimum payment of 3 hours:

Provided that where the employee is recalled to work overtime and works not more than 3 hours' overtime the provisions of clause 6.6 regarding a 10 hour break or payment of double rates shall not apply.

(5) *General*

- (a) When any such employees are recalled for such work on a Saturday or Sunday, they shall be notified not later than 6.00 p.m. on the preceding day, and if any such engagement is cancelled and notification of such cancellation is not given before any such employee leaves home to report for such engagement, the employee shall be entitled to receive payment for 2 hours at the appropriate rate except in the case where such cancellation is notified at least 8 hours prior to the ordinary notified time of commencing work, in which case the employee shall be entitled to receive payment for one hour at the appropriate overtime rate.
- (b) When any such employees are recalled for such work on a public holiday, they shall be notified not later than 6.00 p.m. on the preceding day, and if any such engagement is cancelled and notification of such cancellation is not given before any such employee leaves home to report for such engagement, the employee shall be entitled to receive payment for 2 hours at the appropriate rate, except where such cancellation is notified at least 8 hours prior to originally notified time of commencing work, in which case the employee shall be entitled to receive payment for one hour at the appropriate overtime rate.
- (c) When any employees have been recalled for such work outside their ordinary working hours from Monday to Friday inclusive, and the engagement is subsequently cancelled and notice of cancellation is not given prior to the hours of 7.00 p.m. on each day, such employees shall be entitled to receive payment for one hour at the appropriate overtime rate.

**5. Airport provisions**

(1) *Hours of work*

- (a) Where it is deemed impracticable to work a 5 day week of up to 8 hours per day, suitable hours may be mutually agreed between the employer and the Branch Secretary of The Australian Workers' Union of Employees, Queensland.
- (b) Unless it is mutually agreed to the contrary, the ordinary hours for day workers shall be worked between 6.00 a.m. and 6.00 p.m. on Mondays to Fridays inclusive.
- (c) The ordinary hours of work for shift workers shall be worked over 7 days of the week in accordance with a roster fixed by the employer. The starting and ceasing times so fixed may be amended by mutual agreement.

(2) *Shift penalties*

- (a) For the purposes of clause 5(2) an early morning shift shall mean a shift commencing prior to 6.00 a.m. and an Afternoon Shift shall mean a shift commencing after 12 noon.
- (b) All afternoon and early morning shift workers shall be paid \$9.70 per shift in addition to the rate prescribed. This allowance does not apply to overtime shifts nor to shifts which attract a penalty of time and a-half.
- (c) Where at least 2 shifts are worked over a period of 7 days per week, one and a-half times the ordinary rates shall be paid for all ordinary time worked up to 8 hours in any shift between midnight Friday and midnight Sunday. All time worked in excess of 8 hours during this period shall be paid for at double ordinary rates.

- (3) *Call outs* - Employees required to work Saturdays, Sundays or Public holidays for the purpose of attending to aircraft arrivals or departures shall receive a minimum payment for the day of 3 hours on Saturdays and Sundays and 4 hours on public holidays.

**SCHEDULE 4 - ROCKHAMPTON PORT AUTHORITY**

**1. Application**

This schedule applies to the Rockhampton Port Authority and its employees who perform work within the Award coverage of the Port Authorities Award - State 2003. The provisions of the Port Authorities Award - State 2003 shall apply to such work unless any such provisions are inconsistent with the provisions of this schedule in which case the

provisions of this schedule shall prevail.

## **2. Classification Structure**

### **2.1 Wages**

Classification	Award Rate Per Week \$
Port Employee Grade I	618.40
Port Employee Grade II	628.80
Port Employee Grade III	639.20
Port Employee Grade IV	649.70
Port Employee Grade V	662.10
Port Employee Grade VI	682.90

The rates of pay in this Award are intended to include the arbitrated wage adjustment payable under the 1 September 2009 Declaration of General Ruling and earlier Safety Net Adjustments and arbitrated wage adjustments. This arbitrated wage adjustment may be offset against any equivalent amount in rates of pay received by employees whose wages and conditions of employment are regulated by this Award which are above the wage rates prescribed in the Award. Such payments include wages payable pursuant to certified agreements, currently operating enterprise flexibility agreements, Queensland workplace agreements, award amendments to give effect to enterprise agreements and overaward arrangements. Absorption which is contrary to the terms of an agreement is not required.

Increases made under previous State Wage Cases or under the current Statement of Principles, excepting those resulting from enterprise agreements, are not to be used to offset arbitrated wage adjustments.

### **2.2 General description of classification**

Classifications of employees are grouped into areas of work organisation as follows:

Without limiting the present or future scope of work that may occur, the general description of work shall cover all aspects of the Port Authority's operations.

#### **(a) PORT EMPLOYEE GRADE I**

##### *General*

These are employees who are undertaking a period of structured training in basic skills relating to the operation of the Rockhampton Port Authority. Employees at this level are required to:

- Undertake induction training relevant to the Rockhampton Port Authority and to the enterprise.
- Undergo training to acquire basic skills and core skills for Grade II.
- Work under supervision.
- Exercise minimal decision making.
- Perform cleaning/housekeeping duties.
- Demonstrate ability to use common language skills to engage in 2 way communication and to understand written and oral instructions and complete basic records.

##### *Typical Tasks include:*

- Training in at least the core skills required for Port Employee Grade II;
- General labouring duties;
- Caretaker duties;
- Moorings (on berth and boat);
- Gate Control;
- Complete daily work books, log books etc.

##### *Qualifications:*

- Core Skills -*
- Completion of Basic Training Program;
- Quarantine - RPA Certificate;
- Appropriate Radio Certificate.

#### **(b) PORT EMPLOYEE GRADE II**

##### *General*

Upon appointment to this level employees will have successfully completed structured training, and have obtained the necessary certificates or tickets and demonstrate competency in at least the defined core skills required for this level or have equivalent experience to perform work in the scope of this level. Employees at this level are required to:

Carry out duties and exercise decision making/responsibility within their required level of skill and training.  
Demonstrate awareness of general quality control standards, in particular, responsibility for their own work and advise of quality control problems where identified.  
Undertake training for the core skills for Grade III.  
Assist with on-the-job training.  
Service and adjust equipment according to their required level of skill and training and advise of any additional maintenance required.  
Perform cleaning/housekeeping duties.  
Demonstrate ability to use common language skills to engage in 2 way communication and to understand oral and written instructions plus prepare records that convey information accurately and concisely.

*Typical Tasks include:*

Labouring;  
Assisting other graded employees;  
Minor clerical duties;  
Boat Driver for moorings;  
Operation of 25 tonne fixed leg crane;  
Operation of fork lift - 3 tonne;  
Operating vehicles;  
Operating/attending power operated equipment/machinery not requiring a licence unless specified otherwise in these tasks;  
Repetitive tasks;  
All tasks for Grade I;  
Limited Supervision and Training of Grade I Employees.

*Qualifications:*

*Core Skills -*  
Boat Driver - RPA certificate (Incl Speed Boat licence);  
Certificate of competency - 25 tonne fixed leg crane;  
Certificate of competency - fork lift;  
Hazardous Cargo Security Certificate.  
*Non-Core Skills -*  
First Aid.

**(c) PORT EMPLOYEE GRADE III**

*General*

Upon appointment to this level employees are competent to perform the core skills for Grade III and have obtained the necessary certificates or tickets, or equivalent training to enable work to be performed at this level.

Employees at this level are required to:

Carry out duties and exercise decision making/responsibility within their required skill and training.  
Demonstrate awareness of general quality control standards, in particular, responsibility for their own work and advise of quality control problems where identified.  
Provide basic supervision and on-the-job training as required.  
Service and adjust equipment according to their required level of skill and training and advise of any additional maintenance required.  
Perform cleaning and housekeeping duties.  
Demonstrate ability to use common language skills to engage in 2 way communication and to understand written and oral communications, plus prepare records that convey information accurately and concisely.

*Typical Tasks include:*

Operate the shiploader including accepting responsibility for log book recording for loading rates, operational requirements etc.;  
Carry out defined maintenance on the ship loader, including accepting responsibility for reporting;  
Carry out defined maintenance on the 25 tonne fixed leg crane, including accepting responsibility for reporting;  
Carry out defined maintenance on forklift, including accepting responsibility for reporting;  
Clerical duties;

Operate data entry functions;  
Performing basic welding - oxy and arc;  
All tasks for Grades I to II;  
Supervise and train employees in specified skills for Grades I and II.

*Qualifications:*

*Core Skills -*

Ship loader Operator - Certificate of Competency;  
Ship loader maintenance - RPA certification;  
25 tonne crane maintenance - RPA certification;  
Fork lift maintenance - RPA certification.

*Non-Core Skills -*

Basic Welding Skills;  
Coxswain's Ticket.

**(d) PORT EMPLOYEE GRADE IV**

*General*

For appointment to this level, employees are competent to perform specified tasks for Grade IV and have obtained the necessary certificates or tickets, or equivalent training to enable work to be performed within the scope of this level.

Employees at this level are required to supervise other employees and:

Carry out duties and exercise decision making/responsibility within their required level of skill and training.  
Demonstrate awareness of general quality control standards, in particular, responsibility for their own work, advise of quality control problems where identified and in addition may carry out quality control checks on work performed by other employees.  
Provide on-the-job training as required.  
Service, adjust and install equipment according to their required level of skill and training and advise of any additional maintenance required.  
Perform cleaning/housekeeping duties.  
Demonstrate ability to use common language skills to engage in 2 way communication and to understand written and oral instructions, plus prepare records that convey information accurately and concisely to enable to effectively communicate instructions to other employees and may be required to interpret technical data and prepare written reports.

*Typical Tasks include:*

Duties of Moorings Officer including co-ordination, provision and supervision of moorings and port services;  
Supervision and organisation of staff on a day to day basis;  
All tasks for Grades I to III;  
Training of employees in Grades I to IV.

*Qualifications:*

*Core Skills -*

Moorings Officer - RPA certificate.

**(e) PORT EMPLOYEE GRADE V**

*General*

For appointment to this level employees would normally have a trade qualification or equivalent or be in the process of training and working towards the position of Port Operator at Grade VI.

Employees at this level are required to supervise other employees and:

Carry out duties and exercise broad discretion and decision making responsibility within their level of skill and training.  
Demonstrate knowledge of quality control standard and procedures and be responsible for the quality of their own work and may carry out quality control checks on other employees.  
Provide on-the-job training and may assist in assessing employees undertaking a structured training program.  
Perform cleaning/housekeeping duties.  
Demonstrate ability to use common language skills to engage in 2-way communication and to understand written and oral instructions, prepare records that contain information accurately and reliably, and ability to communicate instructions to employees, interpret technical data and prepare written reports.

Where a person enters this level due to their trade certificate, they shall be required within an agreed time to achieve all the core skills for Port Employees Grades I to IV.

This level can accommodate the Port Operator in training or the tradesperson employed specifically for their trade skill.

Appointment to this level on the basis of trade skills attracts a high degree of accountability and responsibility for total maintenance and operation of all mechanical and associated equipment at the Port. This level is not intended to apply to an employee who holds a trade incidental to the Authority's operations. Appointment to this level on the basis of Port Operator in training attracts a high degree of accountability and responsibility for the operation of the Port.

*Typical Tasks include:*

*Either -*

Port Operator in training for the person training as a Port Operator; or

Maintenance and supervision of maintenance of major mechanical equipment requiring trade qualification for the person appointed to the position on the basis of trade qualification;

All tasks for Grades I to IV;

Training of employees in Grades I to IV.

*Qualifications:*

Trade level or equivalent directly relevant to the needs of the Authority; or  
Port Operator in training.

### **(f) PORT EMPLOYEE GRADE VI**

*General*

Upon appointment to this level employees are confident to perform the required tasks for Grade VI and have obtained the necessary certificates or tickets or equivalent training to enable work to be performed within the scope of this level. Employees at this level are required to accept responsibility and supervise staff and to:

Exercise broad discretion and decision making responsibility within the level of skill training.

Participate in the development and implementation of quality control standards and procedures and be responsible for the quality of their own work and carry out quality control checks of all workstations.

Provide on-the-job training and may assist in assessing employees undertaking their structured training program.

Perform cleaning/housekeeping duties.

Interpret technical data and prepare written reports and have a high level of written and oral communication commensurate with this position.

Maintain work standards.

Where employees enter this level from an external position to the organisation (or in some manner other than through progression through the grades), it will be necessary for all core skills for Grades I to V to be achieved in an agreed time.

*Typical Tasks include:*

All tasks of a Port Operator including but not limited to:

Allocation of berths;

Mooring of vessels;

Implementation of hazardous cargo rules;

Maintenance and operation of shiploader;

Relieving for Port Manager;

All functions and responsibilities as defined in the Rockhampton Port Authority by-laws for Port Manager;

All the tasks for Grades I to V except those requiring a trade qualification not held by the employee.

*Qualifications:*

All qualifications required for core skills for Grades I to IV;

Port Operator - RPA Certificate.

### **3. Allowances**

(1) *Sandblasting* - Employees engaged on sandblasting shall be paid 60.2c per hour in addition to the ordinary rates for the actual time engaged.

(2) *Camp allowance* - Employees required to reside at the staff quarters at the port for the purposes of work shall



receive an allowance of \$13.80 per day whilst they are residing at the quarters. This allowance will be adjusted in accordance with General Rulings for Camp Allowance. Employees whilst receiving this allowance, shall not receive meal allowance as prescribed in clause 5.4.6.

- (3) *Firepersons allowance* - Employees other than the Port operator when required to perform the duties of fireperson shall be paid an allowance of \$6.8815 per hour in addition to their ordinary rates of pay.

#### **4. Mooring and unmooring of ships**

- (1) Where employees are called back to work for the purpose of mooring and unmooring of ships the provisions relating to the 10 hour break in clause 6.6.2 shall not apply if the call out is less than 3 hours duration: Provided further, where the call out exceeds 3 hours, the commencement time for ordinary working hours, shall be determined by agreement between the Authority and a majority of the employees involved.
- (2) Where more than one vessel is to be moored or unmoored during the 2 hour period in a callout, the employees shall continue to hold themselves available in those cases for the full period of the 2 hours.

#### **5. Call out**

When employees are residing in camp at the post and are called back to work between Monday and Friday the minimum payment shall be 2 hours at the appropriate rate: Provided when employees are called back on weekends when not in camp and travel from their homes the minimum payment shall be 4 hours at the appropriate rate.

#### **6. Travel time**

- (1) An allowance of one hour at the start of normal working hours shall be provided by the employer on the first normal working day of the week for the employee to travel to work, and at the finish of the normal working day on the last normal working day of the week for the employee to travel home. Where employees are required to work continuous overtime at these times, payment of one hour at ordinary rates will apply for travel to or from work.
- (2) Travel to and from rostered work (i.e. firewatch, tanker and bulk loader rosters) between normal finishing time on Friday and normal starting time on Monday shall be at ordinary rates regardless of time of day. Travel time shall be based on one hour each way regardless of the employee's actual travel time. Where the roster is continuous with normal starting time on Monday and normal ceasing time on Friday, travel time home on the Monday and travel time to work on the Friday shall not apply.
- (3) Clause 6(1) and 6(2) will not apply to employees engaged at Port Alma from 18 October 1991.

### **SCHEDULE 5 - BUNDABERG PORT AUTHORITY**

#### **1. Application**

This schedule applies to the Bundaberg Port Authority and its employees who perform work within the Award coverage of the Port Authorities Award - State 2003. The provisions of the Port Authorities Award - State 2003 shall apply to such work unless any such provisions are inconsistent with the provisions of this schedule in which case the provisions of this schedule shall prevail.

#### **2. Classification structure**

Classification	Award Rate Per Week \$
General Maintenance Operator Grade 1	639.80
General Maintenance Operator Grade 2	644.80
General Maintenance Operator Grade 3	670.80
General Maintenance Operator Grade 4	692.80
General Maintenance Operator Grade 5	715.80
General Maintenance Operator Grade 6	730.80
General Maintenance Operator Grade 7	749.80

The rates of pay in this Award are intended to include the arbitrated wage adjustment payable under the 1 September 2009 Declaration of General Ruling and earlier Safety Net Adjustments and arbitrated wage adjustments. This arbitrated wage adjustment may be offset against any equivalent amount in rates of pay received by employees whose wages and conditions of employment are regulated by this Award which are above the wage rates prescribed in the Award. Such payments include wages payable pursuant to certified agreements, currently operating enterprise flexibility agreements, Queensland workplace agreements, award amendments to give effect to enterprise agreements and overaward arrangements. Absorption which is contrary to the terms of an agreement is not required.

Increases made under previous State Wage Cases or under the current Statement of Principles, excepting those resulting from enterprise agreements, are not to be used to offset arbitrated wage adjustments.

## 2.2 Classification definitions

(a) The principles of the classification structure under the schedule to this Award have been developed to meet the following objectives:

- (i) A reduced number of classifications.
- (ii) Broadbanding of classifications into grades that allow for the performance of a wider range of tasks by employees.
- (iii) Providing "work streams" that present opportunities for career progression.
- (iv) Establishing grades of classifications to reflect skill and competence levels.
- (v) Ensuring that classifications have been designed to promote flexibility and mobility in the use of labour. The Bundaberg Port Authority and Unions are committed to these objectives.

(b) The classification structure of this Award requires the employer and the employees to comply with the following principles:

- (i) Employees are to be ready, willing and able to perform all duties within their skills, competence and training as directed, including work that is incidental or peripheral to their main duties.
- (ii) Progression of employees to higher classification grades will be subject to employees developing skills and demonstrating competence in their use through training, testing and experience.

Training and testing standards as appropriate to progression of employees to higher classification grades will be subject to employees being required by the employer to use the higher classification level skills, which the employee has demonstrated competence to use, for the major part of their employment.

The progression of an employee to a higher classification grade does not preclude performance of duties previously performed by the employee in a lower classification grade.

Consistent with maintaining:

high standards of occupational health and safety; and

efficient plant, equipment and machinery employees shall, in the course of employment be required to perform cleaning and housekeeping duties.

(c) *General description of classifications*

Classifications of employees are grouped into areas of work organisation as follows. Without limiting the present or future scope of work in each of these groups nor limiting the flexibility and mobility of employees (and their work) between each of these groups, the general description of each of these streams is:

Work directly related to (being repairs, maintenance, servicing and installation) support the production and transport operations at the Bundaberg Port, but is not limited to maintenance services (mechanical, electrical and building) administration services, planning and project services, installation services and material controls services.

Includes general work in any of the production, transport, operations support service areas or other areas as allocated by the employer.

(d) **GENERAL OPERATOR - GRADE 1**

*General:*

This is a new employee who is undertaking a period of structured training in basic skills related to the operation of the Bundaberg Port Authority. An employee at this level is required to:

1. Undertake induction training relevant to the Bundaberg Port Authority and to the Enterprise.
2. Undergo training to acquire basic skills.
3. Work under supervision.
4. Exercise minimal decision making.

5. Perform cleaning/housekeeping duties.
6. Demonstrate ability to use common language skills to engage in 2 way communication and to read and understand written and oral instructions.

*Typical Tasks Include:*

Training in at least 5 General Operator - Grade 2 typical tasks;  
General labouring duties.

**(e) GENERAL OPERATOR - GRADE 2**

*General:*

Upon appointment to this level an employee will have successfully completed structured training and demonstrate competency in 5 typical tasks as specified for the nominated function defined in 2, or has equivalent experience to perform work within the scope of this level.

An employee at this level is required to:

1. Exercise decision making/responsibility within their required level of skill and training.
2. Demonstrate awareness of general quality control standards, in particular, responsibility for their own work and advise of quality control problems where identified.
3. Assist with on-the-job training.
4. Service and adjust equipment according to their required level of skill and training and advise of any additional maintenance required.
5. Perform cleaning/housekeeping duties.
6. Demonstrate ability to use common language skills to engage in 2-way communication and to read and understand written and oral instructions plus prepare records that convey information accurately and concisely.

*Typical Tasks Include:*

Labouring;  
Assisting other graded employees;  
Minor clerical duties;  
Security duties;  
Gardening duties;  
Deck hands duties;  
Minor plant painting;  
Stores assistant duties;  
Operating/attending power operated equipment/machinery not requiring a licence;  
Loading/unloading vehicles;  
Repetitive tasks;  
Operating electronic communications equipment not requiring a licence;  
Operating vehicles;  
Knowing disinfectants/cleaning materials;  
Metal cutting.

*Qualifications:*

- (i) Category "A" Drivers Licence;
- (ii) Hand held tools - in-house training.

**(f) GENERAL OPERATOR - GRADE 3**

*General:*

Upon appointment of this level an employee is competent to perform 5 or more tasks in Grade 2 and has obtained the necessary Certificates, or Tickets or equivalent training to enable the employee to perform work at this level.

An employee at this level is required to:

1. Exercise decision making/responsibility within their required level of skill and training.
2. Demonstrate awareness of general quality control standards, in particular, responsibility for their own work and advise of quality control problems where identified.
3. Provide on-the-job training as required.
4. Service and adjust equipment according to their required level of skill and training, and advise of any additional maintenance required.

5. Perform cleaning/housekeeping duties.
6. Demonstrate ability to use common language skills to engage in 2-way communication and to read and understand written and oral communications plus prepare records that convey information accurately and concisely.

*Typical Tasks Include:*

Driving trucks other than articulated vehicles;  
Dogperson duties;  
Clerical duties;  
Operating explosive power tools;  
Driving forklifts;  
Operate earthmoving equipment;  
Operate data entry function;  
Perform basic welding - oxy and arc;  
Operate loading equipment;  
Relief dredge operator.

*Qualifications:*

Certificate of competency - dogperson;  
Certificate of competency - explosive power tools;  
Welding - in-house training;  
Drivers Licence A, C or G;  
Plant operators certificate of competency;  
Completion of an approved course in basic welding oxy and arc.

**(g) GENERAL OPERATOR - GRADE 4**

*General:*

Upon appointment to this level an employee is competent to perform 4 or more tasks in Grade 3 and has obtained the necessary certificates, or tickets or equivalent training to enable the employee to perform work within the scope of this level.

An employee at this level is required to supervise other employees and:

1. Exercise decision making/responsibility within their required level of skill and training.
2. Demonstrate awareness of general quality control standards, in particular, responsibility for their own work, advise of quality control problems where identified and in addition may carry out quality control checks on work performed by other employees.
3. Provide on-the-job training as required.
4. Service, adjust and install equipment according to their required level of skill and training and advise of any additional maintenance required.
5. Perform cleaning/housekeeping duties.
6. Demonstrate ability to use common language skills to engage in 2-way communication and to read and understand written and oral instructions plus prepare records that convey information accurately and concisely and able to effectively communicate instructions to other employees and may be required to interpret technical data and prepare written reports.

*Typical Tasks Include:*

Welding;  
Rigging;  
Scaffolding;  
Dredge Operator;  
Purchasing Stock;  
Launch Master.

**(h) GENERAL OPERATOR - GRADE 5**

*General:*

Upon appointment to this level an employee is competent to perform 4 or more tasks in Grade 4 and has obtained the necessary certificates or tickets or equivalent training to enable the employee to perform work within the scope of this level.

An employee at this level is required to supervise other employees and:

1. Exercise broad discretion and decision making/responsibility within their level of skill and training.
2. Demonstrate knowledge of quality control standards and procedures and be responsible for the quality of their own work and may carry out quality control checks on other employees.
3. Provide on-the-job training and may assist assessing employees undertaking a structured training programme.
4. Perform cleaning/housekeeping duties.
5. Demonstrate ability to use common language skills to engage in 2-way communication and to read and understand written and oral instructions, prepare records that convey information accurately, able to communicate instructions to other employees, interpret technical data and prepare written reports.

*Typical tasks include:*

Ganger in charge;  
Foreman.

**(i) GENERAL OPERATOR - GRADE 6**

*General:*

Upon appointment to this level an employee is competent to perform 4 or more tasks in Grade 5 and has obtained the necessary certificates or tickets or equivalent training to enable the employee to perform work within the scope of this level.

An employee at this level is required to:

1. Exercise broad discretion and decision making/responsibility within their level of skill training.
2. Participate in the development and implementation of quality control standards and procedures and be responsible for the quality of their own work and carries out quality control checks on all work stations.
3. Provide on-the-job training and may assist in assessing employees undertaking a structured training programme.
4. Perform cleaning/housekeeping duties.
5. Interpret technical data and prepare written reports and have a high level of written and oral communication commensurate with this position.
6. Maintain Work Standards.
7. An employee who holds the necessary Certificate of Competency to carry out the following duties, shall in addition to the wage rates be paid \$10.80 per week Tool Allowance.

*Typical tasks include:*

Tradesman;  
Boilermaker;  
Electrician;  
Bridge carpenters;  
Carpenters;  
Mechanic;  
Fitter.

**(j) GENERAL OPERATOR - GRADE 7**

*General:*

Upon appointment to this level an employee is competent to perform 4 or more tasks in Grade 6 and has obtained the necessary certificates, or tickets or equivalent training to enable the employee to perform work within the scope of this level.

An employee at this level is required to:

1. Supervise all employees.
2. Exercise broad discretion and decision making/responsibility.
3. Participate in the development and implementation of quality control standards and procedures and be responsible for the quality of their own work and carries out quality control checks on all stations.
4. Provide on-the-job training and may assess employees undertaking a structured training programme.
5. Perform cleaning/housekeeping duties.
6. Interpret technical data and prepare written reports and have a high level of written and oral communication commensurate with this position.
7. Maintain work standards.

*Typical tasks include:*

### 3. Hours of work

- (1) The ordinary working hours for day workers shall be 38 hours per week, to be worked on an average of 38 hours per week over a 4 week cycle and consisting of 19 ordinary working days. The ordinary working hours shall not exceed 8 hours in any one day and shall be worked between 7.00 a.m. and 5.00 p.m. on Monday to Friday inclusive.
- (2) *Operation of 38 hour week* - The method of implementation of the 38 hour week shall be by rostering employees off on a Monday or on a Friday during each 4 week cycle so that each employee has one week day off during the cycle.
  - (a) The employer, may require an employee to substitute the day an employee is to be rostered off duty for another day in an emergency situation.
  - (b) When an employee is required to work, as provided in clause 3(2), on the employee's rostered day off, the employee shall be given an alternative rostered day off in substitution for that day before the next rostered day off becomes due. In cases where it is not possible to provide such an employee with an alternative rostered day off in substitution for a rostered day off the employee has worked, the employee, shall be paid in accordance with overtime entitlements for work performed on a Saturday as prescribed by clause 6.9.
  - (c) In the event of an employee's rostered day off falling on a public holiday, the preceding Thursday shall be recognised as the rostered day off where such public holiday falls on the Friday and the succeeding Tuesday shall be recognised as the rostered day off where such public holiday falls on the Monday.
  - (d) Employees are not eligible for paid sick leave or bereavement leave, prescribed by the Port Authorities Award - State 2003, in respect of absences on rostered days off as such absences are outside the employee's usual hours of duty.

### 4. Wages

Wages may be paid into a nominated account with the consent of an employee.

## SCHEDULE 6 - STRUCTURE TO BE TRIALLED

### Port Employee Grade 1

Entry level for employees - employees engaged on manual duties using hand operated implements. The following tasks are indicative of the skill levels for this grade:

- Maintenance men;
- Yardmen;
- Men loading and discharging punts;
- Spallers.

### Port Employee Grade 2

Employees at this level are engaged on routine manual duties and are competent in the use of air or air power driven tools and the operation of minor plant in a limited capacity. The following tasks are indicative of the skill level for this grade:

- Bitumen tar, asphalt and concrete workers;
- Operator of dumpy wagon, stone crushers, sweeney plant;
- Mowers, ride-on steel wheeled roller less than 2,000 cc;
- Skilled labourers on port construction, repair and maintenance;
- Operation of jackhammers, bitumen or tar sprayers, pavement and clay spades;
- Gearmen or derrickmen;
- Watchmen;
- Stone attendant;
- Deckhands, winchmen, tug hands and puntmen and boat drivers requiring license;
- Boat driver.

### Port Employee Grade 3

Employees at this level are engaged on complex manual duties and are competent in:

- Operation of minor plant and vessels in complex functions.
- Specific construction, and maintenance functions.

The following tasks are indicative of the skill levels of this grade:

- Miner, Timbermen, Dogmen, Scaffolder, Concrete finisher, Diamond Drill Runner;
- Operation of ride-on mowers over 12 HP skidsteer loaders, concrete mixing, dumping units, piston drills;
- Driver of motor launch and tugmasters.

#### **Port Employee Grade 4**

Employees at this level have attained the skill levels of one of the following:

- (a) Tradesperson or equivalent qualification.
- (b) Sufficient cross skilling to direct routine port operations involving grade 1-3 employees.

The following tasks are indicative of the skill level of this grade:

- Wharf Carpenter, Shipwright, Rigger;
- Gangers.

#### **Port Employee Grade 5**

The employee at this level have attained sufficient cross skilling to direct complex port duties involving functions utilising tradespersons.

The following tasks are indicative of the skill levels of this grade:

- Foreman Bridge Carpenter.

Dated 9 December 2003.

By the Commission,  
[L.S.] G.D. SAVILL,  
Acting Industrial Registrar.

Operative Date: 1 December 2003