

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

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

**PORT OF BRISBANE CORPORATION EMPLOYEES' AWARD 2003**

Pursuant to s. 698 of the *Industrial Relations Act 1999* Port of Brisbane Corporation Employees' Award 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 Port of Brisbane Corporation Employees' Award 2003 as at 10 December 2009.

Dated 10 December 2009.

G.D. Savill  
Industrial Registrar

**PORT OF BRISBANE CORPORATION EMPLOYEES' AWARD 2003**

**PART 1 - APPLICATION AND OPERATION**

**1.1 Title**

This Award is known as the Port of Brisbane Corporation Employees' Award 2003.

**1.2 Arrangement**

Subject Matter	Clause No.
<b>PART 1 - APPLICATION AND OPERATION</b>	
Title	1.1
Arrangement	1.2
Award coverage	1.3
Date of operation	1.4
Parties bound	1.5
Application of Act	1.6
Definitions	1.7
<b>PART 2 - FLEXIBILITY</b>	
Enterprise flexibility	2.1
<b>PART 3 - COMMUNICATION, CONSULTATION AND DISPUTE RESOLUTION</b>	
Grievance and dispute settling procedure	3.1
<b>PART 4 - EMPLOYER AND EMPLOYEES' DUTIES, EMPLOYMENT RELATIONSHIP AND RELATED ARRANGEMENTS</b>	
Employment categories	4.1
Casual employees	4.2
Part-time employment	4.3
Higher duties payment	4.4
Incidental and peripheral work	4.5
Termination of employment	4.6
Redundancy	4.7
Abandonment of employment	4.8
Continuity of service - transfer of calling	4.9
Anti-discrimination	4.10

Subject Matter	Clause No.
<b>PART 5 - WAGES AND WAGE RELATED MATTERS</b>	
Wage rates and classification streams	5.1
Allowances	5.2
Payment of wages	5.3
Superannuation	5.4
<b>PART 6 - HOURS OF WORK, BREAKS, OVERTIME, SHIFT WORK, WEEKEND WORK</b>	
Hours of work	6.1
Overtime	6.2
Shift work	6.3
Meal breaks - ordinary time	6.4
Rest pauses	6.5
<b>PART 7 - LEAVE OF ABSENCE AND PUBLIC HOLIDAYS</b>	
Annual leave	7.1
Sick leave	7.2
Long service leave	7.3
Family leave	7.4
Bereavement leave	7.5
Defence force reserve training leave	7.6
Emergent leave	7.7
Jury service	7.8
Public holidays	7.9
<b>PART 8 - TRANSFERS, TRAVELLING AND WORKING AWAY FROM USUAL PLACE OF WORK</b>	
Travelling	8.1
<b>PART 9 - TRAINING AND RELATED MATTERS</b>	
Training and development	9.1
Leave to sit for examinations	9.2
Leave to study for examinations	9.3
<b>PART 10 - OCCUPATIONAL HEALTH AND SAFETY MATTERS, EQUIPMENT, TOOLS AND AMENITIES</b>	
Safety and clothing	10.1
Amenities	10.2
Provision of tools	10.3
<b>PART 11 - AWARD COMPLIANCE AND UNION RELATED MATTERS</b>	
Right of entry	11.1
Time and wages record	11.2
Award posting	11.3
Trade union training leave	11.4
Union encouragement	11.5
Safety clothing	Schedule 1
"Sir Thomas Hiley"	Schedule 2

### **1.3 Award coverage**

This Award applies to all employees of the Port of Brisbane Corporation whose rates of remuneration are fixed by this Award and to the Port of Brisbane Corporation as the employer in respect of such employees.

### **1.4 Date of operation**

This Award takes effect from 1 December 2003.

### **1.5 Parties bound**

This Award is binding upon the employees as prescribed by clause 1.3 and their employer, and:

- The Seamen's Union of Australasia, Queensland Branch, Union of Employees;
- Merchant Service Guild of Australia, Queensland Branch, Union of Employees;
- Australian Institute of Marine and Power Engineers' Union of Employees, Queensland District,
- The Association of Professional Engineers, Scientists and Managers, Australia, Queensland Branch, Union of Employees;
- Australian Municipal, Administrative, Clerical and Services Union, Central and Southern Queensland Clerical and Administrative Branch, Union of Employees;
- Automotive, Metals, Engineering, Printing and Kindred Industries Industrial Union of Employees, Queensland;
- The Australian Workers' Union of Employees, Queensland;
- Federated Engine Drivers' and Firemens' Association of Australasia, Queensland Branch, Union of Employees and their members.

## **1.6 Application of Act**

- 1.6.1 The provisions of the *Government Owned Corporations Act 1993* made thereunder shall continue to apply to employees or classes of employees to which this Award applies where such Acts, Regulations and By-laws are applicable except insofar as the conditions of employment and the remuneration to be received by such employees or classes of employees are affected by the provisions of this Award.
- 1.6.2 Usual place of work will mean The Fisherman Islands area for those employees situated in Port Office or at the Whyte Island Operations Base. It includes such other headquarters as may from time to time be established.

## **1.7 Definitions**

- 1.7.1 The "Act" means the *Industrial Relations Act 1999* as amended or replaced from time to time.
- 1.7.2 "Commission" means the Queensland Industrial Relations Commission.
- 1.7.3 "Corporation" means the Port of Brisbane Corporation.
- 1.7.4 "Union" means those unions mentioned in clause 1.5.

## **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 procedure**

- 3.1.1 Should any situation at job level arise which could possibly lead to an industrial dispute or if any dispute arises as to the application of or interpretation of this Award or any amendments thereto, the job delegates or delegates of the Unions concerned should immediately discuss the matter with the immediate supervising officer or the officer acting in the supervising officer's stead. Where the dispute concerns alleged actions of the immediate supervisor the employee/s may bypass this level in the procedure.

- 3.1.2 If agreement is not reached at the level in clause 3.1.1 within 7 days the job delegate or delegates should refer the matter to the secretary of the respective Union or their representatives.
- 3.1.3 If the grievance involves allegations of unlawful discrimination and/or sexual harassment and/or workplace bullying it should be dealt with in accordance with the Corporation's relevant policy
- 3.1.4 The immediate supervising officer or the officer acting in the supervising officer's stead will refer the matter to the general manager human resources of the Corporation or the officer acting in that position.
- 3.1.5 Officials of the relevant Union and representatives of the Corporation will then confer on the matter in dispute as soon as possible with a view to settlement.
- 3.1.6 If the matter in dispute is not resolved as contained in clause 3.1.5, within 14 days of the parties being notified either party may notify the Commission. The Commission's decision shall be binding on all parties to this Award having regard to the provisions of the Act.
- 3.1.7 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 Act.
- 3.1.8 Without prejudice to any of the parties in any dispute work should continue in accordance with the provisions of this Award while the matter in dispute is being negotiated in the terms of clauses 3.1.1, 3.1.2 and 3.1.3. Whilst all of the above procedure is being followed, normal work shall continue except in the case of a genuine safety issue. The *status quo* existing before the emergence of the grievance or dispute is to continue whilst the above procedure is being followed.
- 3.1.9 Employees who are the chosen representatives of their fellow employees shall, in the mutual interests of the Corporation and employees be allowed such reasonable time to investigate any matter likely to lead to disputes between the Corporation and employee relative to working conditions.
- 3.1.10 If an employee considers that increments have been withheld from the employee because of unsatisfactory service or that the employee has been overlooked in promotion to a higher position for which the employee has applied within the Corporation such an employee shall be given the opportunity to show cause to the members of the Corporation Board as constituted under the provisions *Government Owned Corporations Act 1993* why the decision previously made was wrong.

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

### **4.1 Employment categories**

- 4.1.1 Employees covered by this Award shall be advised in writing of their employment category upon appointment.

Employment categories are:

- (a) full-time;
- (b) part-time (as defined); or
- (c) casual (as defined).

### **4.2 Casual employees**

- 4.2.1 A casual employee means an employee engaged by the hour and who may leave the Corporation's service or be discharged at any moment without notice:

Provided that a casual employee shall receive a minimum of 3 hours' work or payment thereof in respect of each engagement. Casual employees shall not work in excess of 4 ordinary days of work in a week, except when relieving a permanent employee absent on leave.

- 4.2.2 The rate of wages for casual employees shall be calculated by dividing the fortnightly rate of wages and allowances applicable to the employees relevant classification by 76 and adding 23% to that rate.

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

- 4.3.1 A part-time employee is an employee who:

- (a) is employed for not less than 7.6 hours per week and for not more than 32 ordinary hours per week; and

(b) is rostered for a minimum of 3 consecutive hours on any shift or day.

- 4.3.2 At the time of engagement the employer and the part-time employee will agree in writing the number of ordinary hours to be worked each week.
- 4.3.3 Any agreed variation to the number of ordinary hours worked will be recorded in writing.
- 4.3.4 A part-time employee's roster, but not the agreed number of ordinary hours, may be altered by the employer giving notice to the employee in accordance with clause 6.1 or a lesser amount by mutual agreement.
- 4.3.5 All time worked outside the ordinary daily and weekly hours specified in the employee's roster will be overtime and paid for at the rates prescribed in clause 6.2.
- 4.3.6 A part-time employee employed under clause 4.3 must be paid for ordinary hours worked by dividing the fortnightly rate of wages applicable to the employees relevant classification by 76.
- 4.3.7 A part-time employee will receive, on a proportionate basis, equivalent pay and conditions to those of full-time employees.
- 4.3.8 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.
- 4.3.9 Where an employee and the Corporation agree in writing, part-time employment may be converted to full-time, and vice-versa, on a permanent basis or for a specified period of time. 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.

#### **4.4 Higher duties payment**

When an employee is required to undertake the duties and responsibilities of a position in a higher level, then the following conditions will apply:

- 4.4.1 If there is a legal requirement (such as a truck driver's licence, coxswain certificate, etc.) to operate plant or equipment then the employee who is directed by their supervisor to relieve in the position will be paid at the minimum rate of the higher level for the actual time involved.
- 4.4.2 In all other circumstances where relieving is considered necessary by the Corporation and the period of relief exceeds 3 consecutive working days, employees will be directed prior to undertaking such duties by their supervisor to relieve in the higher level position and where practicable, the advice to the employee will be in writing provided that an employee who temporarily fills a position at a higher classification level within the same stream as determined by this Award shall be paid extra remuneration at pay point one of such classification level.

Note: If an employee is relieving in a higher classified position and immediately commences annual leave or long service leave, then payment at the higher rate of pay will continue only for that period of time that the employee would have relieved in the position had the officer not commenced such leave.

#### **4.5 Incidental and peripheral work**

- 4.5.1 The Corporation 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 de-skilling.
- 4.5.2 The Corporation 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.

- 4.5.3 Any direction issued by the Corporation pursuant to clauses 4.5.1 and 4.5.2 shall be consistent with the employer's responsibilities to provide a safe and healthy working environment.

#### **4.6 Termination of employment**

- 4.6.1 *Statement of employment*

The Corporation shall, in the event of termination of employment, provide upon request to the employee who has been

terminated a written statement specifying the period of employment and the classification or type of work performed by the employee.

#### 4.6.2 Termination by corporation

- (a) In order to terminate the employment of an employee the Corporation 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 4.6.2(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:

Provided that the period of notice may be reduced by mutual agreement between the Corporation and employee.

- (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 4.6.2(a) shall not apply in the case of dismissal for misconduct or other grounds that justify instant dismissal, or in the case, of casual, or seasonal employees, or to employees on daily hire, or employees engaged for a specific period of time or for a specific task or tasks.

#### 4.6.3 Notice of termination by employee

The employee shall give the Corporation one fortnight's notice of the employee's termination of employment or forfeit one fortnight's salary in lieu:

Provided that the period of notice may be reduced by mutual agreement between the Corporation and employee.

### 4.7 Redundancy

As soon as it is practicable the Corporation will inform Unions and employees of intended changes that could either result in positions becoming redundant or significantly alter the manner in which employees currently carry out their duties. An agreement has been reached with the parties to this Award in respect of redundancy entitlements and it is to be known as the Port of Brisbane Corporation Redundancy Agreement.

### 4.8 Abandonment of employment

Where an employee is absent from work for a continuous period exceeding 3 working days without the consent of the Corporation or without notification to an authorised officer of the Corporation, the employee's absence shall be *prima facie* evidence that the employee has abandoned their contract of employment, which is deemed to be terminated:

Provided that clause 4.8 shall not apply to employees who take industrial action by way of withdrawal of labour against the Corporation.

### 4.9 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.

### 4.10 Anti-discrimination

4.10.1 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 the above attributes;

(b) sexual harassment; and

(c) racial and religious vilification.

4.10.2 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.

4.10.3 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.

4.10.4 Nothing in clause 4.10 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*; or

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

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

### **5.1 Wage rates and classification streams**

#### **5.1.1 Rates**

		Award Rate per Fortnight \$
Administrative stream		
L6	(4)	2,204.50
	(3)	2,165.30
	(2)	2,125.90
	(1)	2,086.60
L5	(4)	1,997.60
	(3)	1,955.10
	(2)	1,912.50
	(1)	1,870.00
L4	(4)	1,798.70
	(3)	1,756.50
	(2)	1,718.40
	(1)	1,676.30
L3	(4)	1,604.30
	(3)	1,563.10
	(2)	1,517.90
	(1)	1,480.70
L2	(8)	1,410.80
	(7)	1,384.90
	(6)	1,355.10
	(5)	1,325.40
	(4)	1,291.70
	(3)	1,262.00
	(2)	1,232.80
Age 21	(1)	1,203.80
L1	(3)	855.60
	(2)	798.60
	(1)	741.50
Professional stream		
L4	(4)	2,204.50
	(3)	2,161.40
	(2)	2,118.20

		Award Rate per Fortnight \$
	(1)	2,075.10
L3	(4)	1,973.30
	(3)	1,929.10
	(2)	1,884.90
	(1)	1,840.80
Q -		
L2	(7)	1,775.50
	(6)	1,719.70
	(5)	1,659.70
	(4)	1,599.60
	(3)	1,539.50
	(2)	1,479.50
	(1)	1,419.40
L1	(7)	1,401.40
	(6)	1,352.70
	(5)	1,300.00
Age 21	(4)	1,251.40
	(3)	942.70
	(2)	852.80
	(1)	762.90
Technical stream		
L6	(1)	2,204.50
L5	(4)	2,139.80
	(3)	2,092.30
	(2)	2,044.90
	(1)	1,997.60
L4	(3)	1,933.50
	(2)	1,887.20
	(1)	1,840.80
L3	(4)	1,775.50
	(3)	1,741.10
	(2)	1,710.70
	(1)	1,676.30
Q -		
L2	(6)	1,604.30
	(5)	1,566.60
	(4)	1,528.80
	(3)	1,490.90
	(2)	1,453.10
	(1)	1,415.30
L1	(7)	1,401.40
	(6)	1,352.70
	(5)	1,300.00
Age 21	(4)	1,251.40
	(3)	942.70
	(2)	852.80
	(1)	762.90
Operational Services Stream		
L7	(4)	2,204.50
	(3)	2,165.30
	(2)	2,125.90
	(1)	2,086.60



		Award Rate per Fortnight \$
L6	(4)	1,997.60
	(3)	1,955.10
	(2)	1,912.50
	(1)	1,870.00
L5	(4)	1,798.70
	(3)	1,756.50
	(2)	1,718.40
	(1)	1,676.30
L4	(4)	1,604.30
	(3)	1,555.90
L3	(2)	1,539.50
	(1)	1,463.70
L2B	(4)	1,443.20
	(3)	1,422.70
	(2)	1,406.20
	(1)	1,392.80
L2A	(2)	1,314.00
	(1)	1,257.60
Age 21	(5)	1,203.60
L1	(4)	929.40
	(3)	887.30
	(2)	870.90
	(1)	762.00

NOTE: 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.

L - Classification Level  
Q - Qualification Barrier.

#### 5.1.2 *Criteria for increases*

##### (a) Administration stream:

- Progression from Level 1 to Level 2 occurs when an officer attains age 21.
- Progression within Levels 1 and 2 will be subject to the conduct, diligence and general efficiency of such officer being certified by the chief executive to have been and to be satisfactory.
- Progression beyond Level 2, dependant on appointment to vacant position.
- Progression within each Level from 3 and above is by way of a performance planning and review system.

##### (b) Professional stream

- Progression from Level 1 to Level 2 upon successful completion of the approved cadetship.
- Progression within Level 1 through successful completion of each year's study.
- Progression from Level 2 to Level 3 by employees meeting set criteria or appointment to vacant position.

- Progression beyond Level 3, dependant on appointment to vacant position.

(c) Technical stream

- Progression within Level 1 through successful completion of each year's study.
- Progression within each Level from 2 and above by way of a performance planning and review system.
- Progression from Level 2 to Level 3 by employees meeting set criteria or appointment to vacant position.
- Progression beyond Level 3, dependant on appointment to vacant position.

(d) Operational stream

- Progression within Levels 1 and 2A dependent on acquisition of skills.
- Progression beyond Level 2A dependent on:

(i) Tradespeople, divers, gangers.

The acquisition of skills/qualifications and the application of those skills/qualifications to the required competency standards.

(ii) Maritime employees.

The acquisition of skills/qualifications and the appointment to a position of responsibility requiring the application of those skills/ qualifications.

(iii) Other Employees.

The appointment to a vacant position.

- Progression beyond Level 2B, dependent on appointment to vacant position.
- Progression within each level from 3 and above is by way of a performance planning and review system.

Reclassification of a position may be available if it is considered that a position has attracted increased responsibilities and skills. The basis for this reclassification will be determined by the chief executive officer on a consistent and formal basis. This higher level will not permanently attach to the position and should the position become vacant it may be advertised at the original classified level.

5.1.3 *Prescribed criteria movement - professional stream*

Applicants for movement within the professional stream from Level 2 to Level 3 shall be assessed by the selection panel on the following criteria:

- (a) Demonstrated professional expertise in one or more areas of a discipline as shown by:
- detailed knowledge of standard professional tasks;
  - examples of modifications to standard procedures and practices and contributions to the development of new techniques and methodologies; and/or
  - professional contribution relevant to the discipline at a local level.
- (b) Possession of postgraduate qualifications or postgraduate developmental experience through attendance at specialist seminars or in-service presentations relevant to the discipline.
- (c) Evidence of recognition by peers, industry or other client groups as shown by one or more of the following (the activities used as evidence will vary with the discipline of the applicant):
- original in-service presentations;
  - published papers;
  - active involvement in conferences and seminars;

- consultancies;
- recognition as a resource person who collects, collates and imparts knowledge in a particular area;
- preparation of significant internal reports.

(d) Demonstrated levels of performance and innovation through:

- a history of satisfactory performance;
- demonstrated high levels of efficiency and effectiveness; and
- demonstrated high level of responsibility and initiative.

#### 5.1.4 *Prescribed criteria for movement - technical stream*

Applicants for movement within the technical stream from Level 2 to Level 3 shall be assessed by the selection panel on the following criteria:

(a) Demonstrated technical expertise in one or more areas of a discipline as shown by:

- detailed technical knowledge and experience;
- high levels of accuracy and precision in undertaking procedures whilst maintaining an acceptable level of productivity; and
- a significant contribution at a local level.

(b) Possession of higher technical qualifications or developmental experience through attendance at specialist seminars or in-service training relevant to the discipline.

(c) Evidence of recognition by peers as shown by one or more of the following (the activities used as evidence will vary with the discipline of the applicant):

- original development of in-house systems;
- active involvement in conferences and seminars;
- recognition as a resource person who collects, collates and imparts technical knowledge in a particular area;
- preparation of significant internal reports;
- eligibility for corporate membership of a relevant professional body;
- acceptance of overall responsibility for a significant project relevant to the discipline;
- acknowledged expert in a particular field relevant to the discipline.

(d) Demonstrated levels of performance and innovation through:

- a history of satisfactory performance;
- demonstrated high levels of efficiency and effectiveness; and
- demonstrates high level of responsibility and initiative.

## 5.2 Allowances

5.2.1 The wage ranges and individual wage rates paid in those ranges incorporate compensation for all features of work arrangements and conditions under which work is performed except for payments of a reimbursement nature such as overtime, meal allowance, on-call allowance, on-board vessel allowance and shipkeeping allowances.

5.2.2 Employees required to be on remote call outside ordinary hours of duty shall be paid, in addition to the ordinary rate of pay, an allowance in accordance with the following scale:

(a) Where the employee is on-call throughout the whole of a Saturday, Sunday or a public holiday - \$17.98 in

respect of each of such instances.

- (b) Where an employee is on-call on any night Monday to Friday - \$11.65 per night.

For the purposes of clause 5.2.2, a "night" shall be deemed to consist of those hours falling between 6.00 p.m. and 6.00 a.m. or mainly between such hours.

5.2.3 *Survey launch, duty - absence over night* - When employees are accommodated aboard the Corporation's survey vessel whilst that vessel is working in the Port of Brisbane the following conditions shall apply:

- (a) Vessel accommodation allowance - If circumstances exist which make it impractical for the employees to return to their usual place of residence overnight they shall be paid an allowance at the rate of \$13.70 per night for each night on which they are accommodated aboard the vessel.
- (b) Anchoring out allowance - Should the vessel be required to anchor out overnight, under the direction of the duly authorised officer, outside of "smooth water limits" Port of Brisbane, as defined from time to time by the Queensland Department of Transport, and provided that there is no suitable berth available in the area, the employees so involved shall be paid an allowance of \$13.70 per night.
- (c) Victualling - If employees, whilst working aboard a vessel, are required to remain aboard overnight they shall be victualled at the employer's expense or be paid a daily allowance for meals as follows:
- (i) Where employees depart the Whyte Island Wharf:

	Allowance Per Day
	\$
At or before 6.00 a.m.	27.90
before 12 Noon	21.00
before 5.00 p.m.	4.10
after 6.30 p.m.	-

- (ii) Where the employees have been accommodated on board the vessel overnight and return to the Whyte Island Wharf:

	Allowance Per Day
	\$
At or before 6.00 a.m.	-
before 12 Noon	6.90
before 5.00 p.m.	13.80
after 6.30pm.	27.90

- (iii) The above amounts are based on the following meal rates:

	Allowance Per Day
	\$
Breakfast	6.90
Lunch	6.90
Evening Meal	14.10

5.2.4 *Meal allowance* - An employee required to work overtime for more than one hour after the ordinary ceasing time on that day shall in addition to any payment for overtime to which the employee is entitled be paid \$9.60 meal money or be supplied with a reasonable meal in lieu thereof. If an employee continues to so work the employee shall be allowed an additional meal or \$9.60 in lieu thereof for each completed 4 hours work after the first hour. Any paid meal breaks at weekends will attract a meal allowance of \$9.60.

5.2.5 *Shipkeeping and watchkeeping duties* - Employees who perform shipkeeping and/or watchkeeping duties on vessels owned by the Corporation shall not be paid penalty rates for such duties, but shall be paid the following rates:

	\$
Weekend watch	258.15
Night watches:	
(a) For public holidays falling on a Tuesday, Wednesday or Thursday	113.29
(b) For public holidays falling on a Monday or Friday	89.29

Night watches:

Mondays to Fridays

92.28

5.2.6 When the vehicle of an employee is used subject to the approval of the Corporation for the discharge of the employee's duties, the employee shall be reimbursed at the following rates:

- (a) Vehicles up to 2000cc - 40.4c per kilometre for the first 8000 kilometres travelled in each year and 23.9c per kilometre for each kilometre over 8000 kilometres travelled in each year.
- (b) Vehicles over 2000cc - 45.1c per kilometre for the first 8000 kilometres travelled in each year and 24.5c per kilometre for each kilometre over 8000 kilometres:

Provided that the cost of return fares by public transport from the employee's residence to the employee's normal place of employment shall be deducted from the allowance prescribed under clause 5.2.6:

Provided also that approval for the use of a privately owned vehicle for official purposes is also subject to the owner of the vehicle complying with approved arrangements regarding insurance cover for private motor vehicles used for official purposes:

Provided further that employees who obtain the approval of the Corporation to use their own vehicle for official purposes are required to have their policies endorsed to provide that the Corporation is indemnified against any liabilities at law.

### 5.3 Payment of wages

Each employee shall be paid their wages by means of direct credit (Electronic Funds Transfer) into a nominated bank, credit union or building society account to be available on the agreed pay day.

All charges associated with the payment of wages into the nominated account will be met by the Corporation.

### 5.4 Superannuation

All permanent employees shall be required to contribute to the State Public Sector Superannuation Scheme. The employee shall contribute an amount as specified from time to time in the *Superannuation (State Public Sector) Act 1990* and the Corporation will provide contributions in accordance with that same Act.

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

### 6.1 Hours of work

6.1.1 For all employees whose usual place of work is Whyte Island Operations Base and who at the date of operation of this Award work a 38 hour week:

- (a) The ordinary hours of duty shall be 38 hours per week to be worked between the hours of 6.00 a.m. and 6.00 p.m. from Mondays to Fridays inclusive.

The ordinary working hours shall be worked as a 19 day four-week cycle of eight hours each on Monday to Friday inclusive, with the fourth Monday of the period being an unpaid days leave, subject to clauses 6.1.1(c), 6.1.1 (d) and 6.1.1 (e).

- (b) The 19 day cycle shall consist of:
  - (i) the first 2 week period being 10 days of 8 hours to be paid for at the hourly rate equal to 1/76th of the fortnightly wage rate prescribed in clause 5.1.1; and
  - (ii) the second 2 week period being 9 days of 8 hours to be paid for at the hourly rate equal to 1/76th of the fortnightly wage rate prescribed in clause 5.1.1.
- (c) Where such fourth Monday falls on a public holiday as prescribed in clause 7.2, the next working day shall be taken in lieu.
- (d) In order to maintain an efficient operation, the Corporation reserves the right to substitute another working day in lieu of the fourth Monday prescribed in clause 6.1.1(a) by giving a minimum of 2 working days' notice of the intended substitution.
- (e) In those sections where all the employees cannot be away on the same day agreement will be reached

between the supervisor and the employees concerned for a suitable day to be taken as a rostered day off.

(f) All employees shall be prepared and ready to commence work at their place of work at the time appointed and shall cease work at the normal time of cessation so that 8 hours work have been completed in the day.

6.1.2 For all employees whose usual place of work is the Corporation's Head Office and employees at Whyte Island who at 23 July 1996 worked a 36.25 hour week:

(a) The ordinary hours of duty shall be 36.25 hours per week to be worked between the hours of 6.00 a.m. and 6.00 p.m. from Mondays to Fridays inclusive. Every employee shall be entitled to a lunch break of 45 minutes to be taken between the fourth and sixth hours after their ordinary starting time Monday to Friday. If an employee is unable to have a meal break between the fourth and sixth hours, then the employee will be paid 45 minutes at double time notwithstanding that a 45 minute crib is taken after the sixth hour.

(b) Provided that by mutual agreement between the Corporation and the employees concerned the time allowed for the lunch break as specified in clause 6.1.2(a) may be reduced to not less than 30 minutes.

6.1.3 The overseer Manly Boat Harbour shall work 38 hours per week to be worked between the hours of 6.00 a.m. and 6.00 p.m. from Thursdays to Mondays inclusive. The working week shall consist of 8 hour days Thursday to Sunday inclusive and one 6 hour day each Monday.

6.1.4 When the Corporation considers it necessary, on account of tidal, weather conditions or flood waters, to work outside of the normal working hours from Monday to Friday, such work may be performed without payment of overtime between 0600 and 1800 hours in accordance with the following conditions:

(a) The number of ordinary hours of work in any one day shall not exceed 8.

(b) Consecutive hours will be worked and no split shifts.

(c) Employees shall receive wherever possible, a minimum of 24 hours' notice of such working arrangements.

Work performed in excess of the ordinary working hours shall be paid for at the appropriate overtime rates.

## **6.2 Overtime**

6.2.1 Except as hereinafter provided, all overtime worked outside or in excess of the ordinary daily working hours shall be paid for at one and a-half times the ordinary rate for the first 3 hours, after which double time shall be paid. An employee recalled to perform duty on any day shall be compensated by a minimum payment for 3 hours, notwithstanding the duty being concluded at an earlier time.

6.2.2 *Saturdays* - If employees are called upon to work overtime commencing on Saturday they shall be paid at one and a-half times the ordinary rate for the first three hours and double time thereafter with a minimum period of 3 hours.

6.2.3 *Sundays* - All overtime work done on Sundays shall be paid for at the rate of double time with a minimum period of 3 hours.

6.2.4 Each day to stand by itself when overtime is being computed, except where an employee commences overtime on one day and continues to work such overtime into the next day.

### **6.2.5 Meal Breaks - Overtime**

(a) Monday to Friday - Any employee who is required to continue working for more than one hour after the ordinary ceasing time shall be allowed 30 minutes for crib time after the first hour worked, also 30 minutes for each further 4 hours worked for which no deduction of pay shall be made:

Provided that crib breaks can be taken at a time mutually agreeable with the supervisor when continuity of work is necessary.

(b) An employee recalled to work overtime shall be entitled to a 30 minute crib break after the completion of each 4 hours of continuous overtime.

### **6.2.6 Shift workers**

(a) For all employees engaged on continuous or shift work, all time worked in excess of 8 hours on any one day or the hours as arranged in the roster shall be considered as overtime, and shall be paid for at the rate of double time.

(b) 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 the rate.

6.2.7 *Holidays* - All time worked on the public holidays set out in clause 7.9 outside the ordinary working hours specified in this Award, prescribed by a roster or usually worked on the day of the week on which the holiday is kept, shall be paid for at double the rate prescribed by this Award for such time when worked outside such working hours on an ordinary working day.

6.2.8 An employee who works so much overtime between the termination of the employee's ordinary work on the day and the commencement of the employee's ordinary work on the next day that the employee has not at least 10 consecutive hours off duty between those times shall, subject to clause 6.2.8, be released after 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 the employee is released from duty for such period, and 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 such absence. The provisions of clause 6.2.8 shall apply only when an employee has actually worked 3 hours or more on one or more recalls.

The provisions of clause 6.2.8 shall apply in the case of shift workers who rotate from one shift to another as if 8 hours were substituted for 10 hours when overtime is worked:

(a) for the purpose of changing shift rosters; or

(b) where a shift worker does not report for duty; or

(c) where a shift is worked by arrangement between the employees themselves.

6.2.9 *Weekends and public holidays* - Any employee required to work overtime on Saturday, Sunday or public holiday beyond the fifth hour of such overtime shall be entitled to an unpaid meal break of 30 minutes. Should the employee be required to continue such overtime beyond the ninth hour, a further break of 30 minutes shall be allowed for which no deduction of pay shall be made and this will continue to apply for each completed 4 hour period thereafter.

### **6.3 Shift work**

6.3.1 "Shift work" means work done by separate relays of employees covering a continuous period of at least 16 hours per day.

6.3.2 Continuous shift work means work done by three separate relays of employees covering work that is continuous work for 24 hours per day 7 days per week.

6.3.3 Afternoon and night shifts mean shifts commencing after 4.00 p.m. and concluding by 10.00 a.m. the following day.

6.3.4 Shift workers employed on afternoon and night shifts shall be paid 15% loading in addition to the rates prescribed for day workers.

6.3.5 All overtime for shift workers shall be paid at double time.

### **6.4 Meal breaks - ordinary time**

6.4.1 Every employee shall be entitled to a lunch break of 30 minutes to be taken between the fourth and sixth hour after their ordinary starting time Monday to Friday. If an employee is unable to have a meal break between the fourth and sixth hours, then the employee will be paid 30 minutes at double time notwithstanding that a 30 minute crib is taken after the sixth hour.

### **6.5 Rest pauses**

Two rest pauses, each of 10 minutes duration shall be given, one in the forenoon and one in the afternoon, each of which shall be taken at their workplace and at times to suit the convenience of the Corporation and so as not to interfere with the continuity of work where continuity of work is necessary:

Provided that all the employees in the Port Office Building shall take the afternoon rest pause at the employee's work station and employees working in the field will take their afternoon rest pause at the end of the working day.

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

## **7.1 Annual leave**

7.1.1 All employees shall be entitled to annual leave on full salary at the rate of 4 weeks after each completed year of service.

Such annual leave shall be exclusive of any public holiday which may occur during the period of that annual leave and (subject to clause 7.1.2) unless otherwise requested by the employee 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.
- (b) In every other case, at the ordinary rate payable to the employee concerned immediately prior to that leave under this Award.

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

7.1.2 *Calculation of annual leave* - In respect to annual leave entitlements to which clause 7.1 applies, annual leave pay shall be calculated as follows:

- (a) Shift workers - Subject to clause 7.1.2(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) All employees - Subject to clause 7.1.2(c), in no case shall the payment by the Corporation 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 weekend penalty rates).
  - (ii) A further amount calculated at the rate of 17 1/2% of the amounts referred to in clause 7.1.2(b)(i).
- (c) Clause 7.1.2 shall not apply to any period or periods of annual leave exceeding:
  - (i) 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; or
  - (ii) 4 weeks in any other case.

7.1.3 Reasonable notice of one month of the commencement of annual leave shall be given by the employee, but the taking of such leave will be determined by the supervisor.

7.1.4 Except as herein before provided it shall not be lawful for the Corporation to give or for any employee to receive payment in lieu of annual leave.

7.1.5 Employees will not be allowed to accrue their annual leave beyond 2 years without the approval of the chief executive officer.

7.1.6 Should an employee become ill during the period of annual leave the employee shall be entitled to claim sick leave in lieu of annual leave for the period of such illness and have such annual leave extended or credited for the same period provided that a certificate from a duly qualified medical practitioner is submitted covering the period of illness:

Provided further that the period of illness be in excess of 3 working days.

## **7.2 Sick leave**

### *7.2.1 Entitlement*

- (a) Every employee, except casuals and school-based apprentices and trainees, is entitled to 10 days' sick leave for each completed year of their employment with the Corporation:

Provided any employee who completes less than a full year of service shall be entitled to one day's sick leave (7.25 hours or 7.6 hours for employees covered by clauses 6.1.2 and 6.1.1) for each 36 calendar days of such period.



- (b) Payment for sick leave will be made based on the ordinary number of hours that would have been worked if the employee were not absent on sick leave.
- (c) Sick leave may be taken for part of a day.
- (d) Sick leave shall be cumulative, but unless the Corporation and employee otherwise agree, no employee shall be entitled to receive and the Corporation bound to make, payment for more than 13 weeks' absence from work through illness in any one year.
- (e) 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 the Corporation of the employee's 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 Corporation a doctor's certificate, or other reasonably acceptable evidence to the Corporation's satisfaction, about the nature and approximate duration of the illness.

#### 7.2.4 *Accumulated sick leave*

- (a) An employee's accumulated sick leave entitlements are preserved when:
  - (i) The employee is absent from work on unpaid leave granted by the Corporation;
  - (ii) The Corporation 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 Corporation without having been employed in the interim.
- (b) The employee accumulates sick leave entitlements whilst absent from work on paid leave granted by the Corporation.

#### 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 Long service leave**

#### 7.3.1 *Entitlement*

Employees who complete 10 years continuous service are entitled to long service leave at the rate of 1.3 weeks on full pay for each year of continuous service and a proportionate amount for an incomplete year of service.

After 7 years continuous service employees are entitled to a proportionate payment (calculated on a *pro rata* basis for 7 years continuous service) in specified circumstances relating to the termination of employment and parental leave.

The entitlements to long service leave are prescribed under *Directive 1/01 Long Service Leave*, as issued and amended by the Minister for Industrial Relations under section 34 of the *Public Service Act 1996*.

#### 7.3.2 *Limit at any one time*

- (a) Subject to clauses 7.3.2(b) and 7.3.2(c), the maximum period of long service leave which may be granted at any one time is 26 weeks and the minimum period is 4 weeks.
- (b) In special and exceptional circumstances, the chief executive officer, may grant long service leave for a period of less than 4 weeks, but no case shall such period be less than 2 weeks.
- (c) Where an employee becomes ill during a period of long service leave and is granted sick leave for such illness in lieu of long service leave, the original period of long service leave granted, when duly adjusted, shall not be subject to any restriction as to minimum period:

Provided that the period of such illness is of at least one week's duration and that a certificate from a duly

qualified medical practitioner is submitted covering the period of illness.

7.3.3 *Conditions under which long service leave may be given* - An employee who desires to be granted a period of long service leave shall give a minimum of 8 weeks' notice in writing of their desire to take such leave and shall make application therefore to the chief executive officer, Port of Brisbane Corporation in the manner prescribed and on the form from time to time approved by the Corporation, on which form it shall be stated the amount of leave that is required and the date from which it is desired such leave should commence.

The chief executive officer shall notify the employee in writing of the decision upon the application and where the application of the employee is approved, the employee shall, subject as hereinafter provided, be granted long service leave in accordance with such approval.

7.3.4 *Leave may be deferred or cancelled or the employee may be recalled from leave*

(a) In special or emergent circumstances the Corporation may:

(i) defer or cancel any period of long service leave proved in accordance with clause 7.3;

(ii) recall an employee at any time from an absence on long service leave, and where it is practicable such employee shall resume duty upon the day specified by the Corporation.

(b) An employee so recalled from leave shall be allowed to take the balance of the period of long service leave approved at a time mutually agreed upon between the chief executive officer, Port of Brisbane Corporation and the employee, and for the purpose of only clause 7.3.2 the period of leave approved shall be deemed to have been taken continuously at the time at which it would have been taken if the employee had not been so recalled.

(c) When an employee is recalled from long service leave and this recall results in costs to the employee which would not have otherwise been incurred, then the employee will be reimbursed for those costs:

Provided that the employee produces proof of the costs to the satisfaction of the Corporation.

7.3.5 *Payment in lieu of leave on resignation or termination:*

(a) An employee who resigns or whose service is terminated and who immediately prior to the date on which the resignation or termination of service became effective was entitled to be granted long service leave shall, be paid in lieu of long service leave, a sum equal to salary at the rate the employee was receiving at the date on which the resignation or termination of service became effective for a period calculated as provided in clause 7.3.1 in respect of the whole of the employee's continuous service after deducting from such period any long service leave previously taken:

Provided that if the salary rate the employee is receiving at the date of resignation or termination is at a higher rate of pay than the employee's normal rate of pay, because of a higher duties payment, the higher rate of pay will only be paid as per clause 4.4.

(b) An employee who at the time at which the resignation or termination of service became effective was on long service leave shall be paid in lieu of long service leave, a sum equal to salary at the rate the employee was receiving at the date on which the resignation or termination of service became effective for a period equal to the difference between the period of long service leave taken immediately prior to the time at which the resignation or termination of service became effective and the period of long service leave calculated subject to clause 7.3.1 which the employee was entitled to be granted when the employee commenced the long service leave during which the employee's resignation or termination of service became effective:

Provided that if the salary rate the employee is receiving at the date of resignation or termination is at a higher rate of pay than the employee's normal rate of pay, because of a higher duties payment, the higher rate of pay will only be paid as per clause 4.4.

7.3.6 *Payment in lieu of leave on cessation of employment in special circumstances:*

If at the expiration of a period of not less than 5 years of continuous service, an employee ceases duty in any of the following circumstances:

(a) retirement on attaining the age of 65 years;

(b) exercises an option to retire between 55 and 65 years of age;

(c) retires on the grounds of ill health;

(d) dies;

there shall be paid to the employee, the employee's dependant or representative as applicable, in lieu of long service leave, a sum equal to salary at the rate the employee was receiving at the date of cessation or resignation as the case may be, for a period as calculated on a *pro rata* basis of the entitlement set out in clause 7.3.1:

Provided that if the salary rate the employee is receiving at the date of resignation or termination is at a higher rate of pay than the employee's normal rate of pay, because of a higher duties payment, the higher rate of pay will only be paid as per clause 4.4.

#### **7.4 Family leave**

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

7.4.1 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.

7.4.2 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.

#### **7.5 Bereavement leave**

7.5.1 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.

7.5.2 *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 1 year immediately before the employee seeks to access an entitlement under clause 7.5.2.

7.5.3 The term "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) an adult child (including an adopted child, a foster child or ex-foster child, a stepchild or an ex-nuptial child), parent, grandparent, grandchild or sibling of the employee or spouse of the employee, step-father, step-mother, step-brother, step-sister, half-brother, half-sister, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandmother, grandfather, grandson, grand-daughter, or any other person approved by the employer to be entitled on notice to leave.

7.5.4 An employee shall be entitled to a maximum of 2 days' leave without deduction from pay on each occasion and on production of satisfactory evidence of the death outside of Australia of the employee's relatives as listed in clause 7.5.3, and where such employee travels outside of Australia to attend the funeral.

#### **7.6 Defence force reserve training leave**

Defence force reserve training leave is provided on the basis of the conditions outlined in Public Service Regulation Number 68 which was in force at the time of the inception of the Corporation in 1976.

In respect of their absence from duty for the purpose of attending obligatory training, employees may be granted leave

of absence for 2 weeks in each financial year. A further 2 weeks may be granted for attendance at a school, class or course which is not regarded as obligatory training.

Employees will be entitled to a "make-up" pay when their military wage falls short of their normal wage (exclusive of overtime) paid by the Corporation.

The granting of such leave will be subject to the Corporation's convenience.

### **7.7 Emergent leave**

Employees may be entitled to emergent leave for such purposes and under such conditions as determined by the chief executive officer.

### **7.8 Jury service**

7.8.1 An employee summoned to perform jury service or to attend any Court as a witness on behalf of the Crown shall be granted leave:

- (a) without loss of salary if payment received for the performance of such service is paid to the Corporation; or
- (b) without salary if payments received are retained by the employee.

### **7.9 Public holidays**

7.9.1 An employee who would ordinarily be required to work on a day on which a public holiday falls is entitled to full pay for the time the employee would ordinarily have been required to perform work on that day.

7.9.2 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;
- Brisbane Show Day
- 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.

7.9.3 All employees covered by this Award shall be 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 shall 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 rate prescribed for such work with a minimum of 4 hours.

7.9.4 If a public holiday falls on a day on which a shift worker is rostered off, the shift worker shall be paid at ordinary time for all time which the shift worker would have worked on that day if such day had been an ordinary working day.

7.9.5 *Employees who do not work Monday to Friday of each week*

Employees who do not ordinarily work Monday to Friday of each week are entitled to public holidays as follows:

- (a) A full-time employee is entitled to either payment for each public holiday or a substituted day's leave.
- (b) A part-time employee is entitled to either payment for each public holiday or a substituted day's leave provided that the part-time employee would have been ordinarily rostered to work on that day had it not been a public holiday.
- (c) Where a public holiday would have fallen on a Saturday or a Sunday but is substituted for another day all employees who would ordinarily have worked on such Saturday or Sunday but who are not rostered to work on such day are entitled to payment for the public holiday or a substituted day's leave.
- (d) Where Christmas Day falls on a Saturday or a Sunday and the public holiday is observed on another day an

employee required to work on Christmas Day (i.e. 25 December) is to be paid at the rate of double time.

- (e) Nothing in clause 7.9.5 confers a right to any employee to payment for a public holiday as well as a substituted day in lieu

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

### **8.1 Travelling**

- 8.1.1 *Travelling Expenses* - An employee directed to work on any day away from the employee's usual place of work and required to commence work at the usual starting time at the place designated by the Corporation shall be paid 40.4 cents per kilometre for using their own transport to work. The distance for which this allowance will be paid will be the excess kilometres travelled to reach the work site designated by the Corporation after deducting the normal distance travelled by the employee to reach the employee's usual place of work:

Provided that for administrative purposes the Corporation may elect to pay the allowance for a distance calculated from the usual place of work to the new designated work site.

- 8.1.2 *Travelling Time* - When employees are required to work away from their usual place of work and the Corporation provides transportation from their usual place of work before the hour of starting work and/or after the hour of finishing work, the time spent by employees travelling, shall be paid for at ordinary time. Travelling time shall not be deemed to be part of the day's work for the calculation of overtime penalty payments:

Provided that the crews of the vessels or the drivers of vehicles transporting employees shall be paid at overtime rates.

Employees who are being transported and paid travelling time will be paid overtime in lieu of travelling time to the next 5 minutes for all time they may be required to work including loading and unloading of vehicles.

- 8.1.3 *Travel and Accommodation* - Employees required to be absent from their residence overnight on Corporation business are to be provided free of charge with good standard accommodation including air conditioning and private bathroom facilities. When such facilities are not available accommodation to a standard mutually agreed to between the Corporation and the employees concerned will be provided. Meals of good quality will also be provided free of charge or in lieu thereof an allowance similar to that outlined in clause 5.2.3(c)(iii).

An employee, absent overnight from headquarters on official business and accommodated onshore, may be granted in addition to actual reasonable costs an incidental expenses allowance of \$9.50 per overnight stay.

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

### **9.1 Training and development**

- 9.1.1 *Career paths* - It is the objective of the Corporation to provide employees with the opportunity to develop their skills and experience through training and work experience. Employees will also be encouraged to attain higher formal qualifications which will assist in their endeavours to attain more responsible positions within the Corporation as vacancies become available. The Corporation would, whenever possible, promote employees from within the organisation. Merit will be the sole basis for promotion.

- 9.1.2 *Training* - The parties to this Award recognise that in order to increase the efficiency, productivity and competitiveness of the Corporation, 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 utilisation of skills acquired.

- 9.1.3 Following proper consultation, the Corporation shall develop a training programme consistent with:

- (a) the current and future skill needs of the Corporation;
- (b) the size, structure and nature of the operations of the Corporation; and
- (c) the need to develop vocational skills relevant to the Corporation through both Industry courses and courses conducted by accredited educational institutions and providers.

### **9.2 Leave to sit for examinations**

- 9.2.1 Leave to sit for examinations is provided on the basis of the conditions outlined in Public Service Regulation Number 67 which was in force at the time of the inception of the Corporation in 1976.
- 9.2.2 An employee shall be granted leave on full pay to sit for all examinations which are required for a subject which has been accepted as part of an approved course of study by the Corporation for the employee.
- 9.2.3 One-half day's leave only may be granted when the examination involves one-half day.
- 9.2.4 An employee who is on annual leave at the time of sitting for such an examination may be allowed leave without charge for the day (or half day) on which the examination is held.

### **9.3 Leave to study for examinations**

- 9.3.1 Leave to study for examinations is provided on the basis of the conditions outlined in Public Service Regulation Number 66A which was in force at the time of the inception of the Corporation in 1976.
- 9.3.2 An employee may be granted up to 5 working days' leave in any one year for each examination subject or up to a maximum of 15 working days' leave provided:
- (a) The subjects have been accepted as part of an approved course of study by the Corporation for the employee.
  - (b) The granting of leave is subject to the Corporation's convenience and is restricted to a period just prior to the date of examination.

The leave to be at the option of the employee either without pay or deductible from the employee's annual leave entitlement.

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

### **10.1 Safety and clothing**

- 10.1.1 Safety is of vital concern to both the employee and the Corporation and it is the responsibility of all employees and the Corporation management to ensure compliance with the provisions of the *Workplace Health and Safety Act 1995* and Regulations.
- 10.1.2 Failure by an employee to use safety equipment, articles, or clothing, in the manner for which it was designed, that has been provided by the Corporation, or the adoption of unsafe working practices such as not promptly reporting damage to electrical equipment, where an employee or the employee's fellow employees could be liable to suffer injury, shall render an employee liable to show cause as to why the employee's services should not be terminated.
- 10.1.3 Where articles of clothing or footwear are supplied it shall be a condition of employment that those articles shall be worn in the manner for which same was designed.
- 10.1.4 Any employee issued with protective clothing, wet weather gear, safety equipment, footwear, or tools, shall be responsible for its continuing good condition and serviceability, subject to fair wear and tear and shall hand in such issue on being supplied with a replacement or on the termination of employment, or at such other times as the Corporation may require.

The Corporation may make a deduction from the wages of any employee who, having received issue to which clause 10.1 relates, does not account for it as required. The rate of deduction shall be the cost of the item not accounted for after due allowance has been made for fair wear and tear.

### **10.2 Amenities**

Bedding shall be supplied to watchmen and shipkeepers and such bedding shall be laundered each week at the Corporation's expense.

### **10.3 Provision of tools**

- 10.3.1 Employees undertaking tradesperson duties shall supply and use their own tools that would be regarded as part of their personal kit. The rates of pay shown in clause 5.1 encompass fully any and all previous payments made by way of a tool allowance. Such allowance will not again be sought by either party.
- 10.3.2 The tools deemed to be part of an employee's personal kit are:

(a) Wood tradesperson - hammer, chisels, handsaws, tape measure, marking equipment, nail bag, nail punch, spirit level, clamps.

(b) Metal tradesperson - non-specialist precision tools up to 30 cm., chisels, tape measure.

10.3.3 The Corporation will supply the following tools:

(a) All precision tools over 30 cm in length, micrometer, verniers, dial indicators and other similar tools, spanners, hacksaws and blades, scrapers, files, dies, wrenches, pipe dies, clamp jacks and tackle, hearing appliances, etc.

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

### **Preamble**

Clause 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 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 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 Aemployee except if the employee:

(i) is ineligible to become a member of the 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 Corporation, or a member or employee eligible to become a member of the 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 Authorised industrial officer's 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 The Corporation 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 Corporation must keep the record for 6 years.

11.2.4 Such records shall be open to inspection during the Corporation'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 Award posting**

A true copy of this Award shall be exhibited in a conspicuous and convenient place on the premises of the Corporation so as to be easily read by employees.

### **11.4 Trade union training leave**

11.4.1 An employee may be granted up to a maximum of 5 working days' leave of absence on full pay without charge



in any calendar year, non-cumulative, to attend courses or seminars conducted by the relevant Union provided that:

- (a) The employee submits an application in writing containing course or seminar subject matter, date and venue.
- (b) Such application is supported by the appropriate Union respondent to the Port of Brisbane Corporation Employees' Award.
- (c) The course or seminar subject matter is suitable in the Corporation's opinion.
- (d) The granting of such leave will be subject to Corporation's convenience and will not unduly affect the operation of the Corporation.
- (e) The Corporation will not be responsible for any costs incurred by the employee in attending the course.
- (f) Any additional leave necessarily required for such purpose, up to a maximum of 5 working days, will be considered on the basis of leave without pay or may be deductible from the employee's annual leave if available by agreement.

## **11.5 Union encouragement**

### **Preamble**

Clause 11.5 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 the Union.

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

At the point of engagement, the Corporation 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 Corporation in a place readily accessible by each employee.

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

#### *11.5.2 Union delegates*

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

#### *11.5.3 Deduction of Union fees*

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

## **Schedule 1**

### *Safety Clothing*

The Corporation shall provide the following clothing/footwear:

"TRIDACNA"

All employees to be supplied with two pairs of overalls per annum and -

- (a) One pair of safety boots (standard type of leather boots with steel toe cap insert) per annum.
- (b) One pair of calf length "Bata" sea boots with steel toe cap inserts to be replaced on the grounds of fair "wear and tear".

## **Schedule 2**

1. *TITLE:*

This Schedule shall refer to employees of the dredge "Sir Thomas Hiley".

2. *APPLICATION OF SCHEDULE:*

This Schedule shall apply to the Port of Brisbane Corporation, the Twin Side Trailer Suction Dredger "Sir Thomas Hiley" and the employees engaged therein.

3. *RELATIONSHIP TO PARENT AWARD:*

This Schedule shall be read and interpreted wholly in conjunction with the Port of Brisbane Corporation Employees-Award of 1991. Where there is any inconsistency between this Schedule and the Parent Award, this Schedule shall prevail.

4. *ANNUALISED SALARY:*

The rates of pay shown in this clause represent an "all-in salary" inclusive of overtime and shipkeeping payments and incremental, special, victualling, sea rates, thickness testing, dirt money, living-away-from-home and travelling allowances. The rates of pay will be as set out below:

**ANNUALISED SALARY**

<b>BANDS</b>	<b>PER ANNUM</b>	<b>PER FORTNIGHT</b>
	\$	\$
Master		
Chief Engineer, Dredgemaster	61,869	2,379.60
Snr 2nd Engineer	58,066	2,233.60
Electrical Engineer	57,298	2,203.60
Jnr 2nd Engineer		
Mate	56,292	2,165.60
Drag Operator		
Chief Cook	51,475	1,979.60
Leading Hand		
2nd Cook		
Snr Crew Attnd.	49,701	1,911.60
Greaser		
Deck Hand		
Crew Attnd.	48,433	1,862.60

- (a) satisfactory performances by Management Committee;
- (b) demonstrated flexibility changes on board vessel;
- (c) satisfactory usage of sick leave and workers compensation.

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. *HOURS OF WORK:*

- (a) Each crew will be required to work 168 hours in each four week period by working a continuous cycle of 14 days per each four week period and have 14 continuous days home leave.

Crews will commence and cease work at 10.00 a.m. each second Thursday.

- (b) (i) To achieve the efficient operation of the vessel, employees will be required to perform operational and maintenance duties 12 hours per day each day of the week.
- (ii) All watches will be 12 hours duration. Day workers, excluding the catering staff, will work the same

hours, i.e., 0600 to 1800 hours, unless other mutually agreed arrangements have been made with the Master.

(iii) The Catering staff shall work a total of 12 hours daily as agreed between the parties to suit the meal times set out in clause 8 of this Agreement.

(iv) To meet the operational and safety requirements of the vessel, employees may be required to work in excess of 12 hours per day for which no additional payment will be made. However, all parties should ensure that employees are provided with reasonable and equitable workload and ensure that employees have adequate rest.

(c) One months notice shall be given, where possible, to the unions should the Corporation intend to operate the dredger on a non-continuous basis in the home port, or during periods of extended refit.

(d) The working hours of the Masters and the Chief Engineers shall be as required for the safe and efficient working of the dredger.

(e) Employees who work in excess of 12 hours in any 24 hour period must receive a ten hour break before commencing their next shift. This may be varied by agreement in emergent circumstances.

6. *COMPLEMENT OF DREDGER:*

(a) **Coastal:**

The minimum crew for coastal delivery voyages will be:

1 Master  
2 Mates (with necessary qualifications per regulations)  
1 Chief Engineer  
2 Engineers  
1 Electrical Engineer  
2 Greasers  
1 Cook  
1 Crew Attendant  
4 Deckhands

**TOTAL: 15**

Also standby crew in unsafe port waters will be as required by the Statutory Authority for that particular port.

(b) **Standby Crew:**

The standard crew shall be:

1 Master  
1 Chief Engineer  
1 Chief Cook  
1 Leading Hand  
2 Dayworker Deckhands

**TOTAL: 6**

(c) In cases of short term vacancies caused through sickness or injury, the Master/Chief Engineer, in consultation with the Dredging/Maintenance Superintendent/Project Leader and Management Committee, will decide whether replacements are necessary consistent with their responsibilities to provide a safe and healthy working environment.

(d) In cases where there are shortages and no replacements are made, the crew will provide its own relief and a flexible attitude will be shown at all times by the crew. Lack of skills/qualifications will be the only reason accepted for any crew member not performing duties requested during times of shortage.

7. *SELECTION OF LABOUR:*

(a) **Temporary/Short Term Vacancies**

Established maritime labour rosters will be used to fill any non-permanent vacancies aboard the vessel if no suitable Corporation employees are available.

(b) **Permanent Vacancies**

The Corporation will advertise for replacements to fill any permanent positions that may become vacant in accordance with its obligations under the *Equal Opportunity Public Employment Act 1992*. A member of the crew will form part of the selection panel for any permanent replacements.

8. *MEAL HOURS:*

Employees shall be allowed a crib break of 30 minutes which shall be counted as hours worked. All other meal breaks shall be taken in non-work time. The onboard Management Committee will co-ordinate meal rosters to accommodate the above arrangements.

9. *SHIPKEEPING:*

The crew will provide shipkeeping duties as required to ensure the safety of the crew and the vessel.

10. *ANNUAL LEAVE:*

Employees will accrue six weeks annual leave at the completion of each years service. Days accrued under this clause include Saturdays, Sundays and statutory holidays.

This leave will be paid at the annualised fortnightly rate set out in clause 4 of this Agreement.

Leave will be taken to suit the operational and maintenance requirements of the vessel. The Corporation cannot guarantee that this leave will be taken over the Christmas holiday period. However, the Corporation will endeavour to schedule its programmes to coincide with the Christmas holiday period, where possible.

Written notice will be given to the unions and the vessel setting out the annual refit and holiday programme by the end of August each year. If the Corporation is required to cancel the annual refit and holiday programme after advising the crew as set out previously, then genuine costs incurred by employees because of cancellation of programmed holidays will be met by the Corporation.

11. *SICK LEAVE:*

- (a) Each employee will be credited with the equivalent of seven working days sick leave each year. Each working day will be treated equal for the purposes of the taking of sick leave.
- (b) Sick leave will accumulate as per the conditions set out in clause 5.3 of the Parent Award.
- (c) The Corporation will have the right to send any employee to a doctor of the Corporation's choosing if the employee is absent from work and claiming sick leave.
- (d) Any injury sustained by an employee whilst on duty shall not be considered as an ordinary sickness but shall be considered to be any injury within the meaning of the *Workers Compensation Act 1990* and shall be treated accordingly.
- (e) In the event of any illness (not being an injury in terms of provision (d) of this clause, or an illness due to his own wilful act or default or to his own misbehaviour) suffered by an employee on board the dredger whilst it is operating at a location away from the Port of Brisbane:-

- (i) The employer shall be responsible for the expenses of providing the necessary surgical or medical advice and attendance and medicine and also the expenses of the employee's maintenance until he is cured, or dies, or is brought back to their home port.
- (ii) If the employee is suffering from a disease or illness and is, for the purpose of preventing infection or otherwise for the convenience of the ship, temporarily removed from the dredger, and subsequently returns to his duty, the expenses of his removal and of providing the necessary medical advice and attendance and medicine, and of his maintenance while away from the ship, shall be defrayed in like manner.
- (iii) The expenses of all medicines, surgical and medical advice and attendance given to an employee whilst on board ship shall be defrayed in like manner:

Provided that, with respect to the responsibilities of the employer under the preceding paragraphs (i), (ii) and (iii), if the employee is a contributor to a Medical and/or Hospital Benefit Fund registered under the *National Health Act*, employees shall exercise their entitlements thereunder and the financial responsibility of the employer shall be reduced to the extent of any Benefit payment received by the employee.

- (iv) In all other cases, any reasonable expenses duly incurred by the employer for any employee in respect of illness, and also any reasonable expenses duly incurred by the employer in respect of the burial of any employee who dies whilst on service may, if duly proved, be deducted from the wages of the employee.

- (v) Dental Expenses: The Corporation will not be liable for any expenses incurred by employees for any non-work related dental problems.
- (vi) A quarterly review of the usage of sick leave and workers compensation will be undertaken to ensure that current levels of usage do not increase as a result of the enhanced benefits, applicable to both these entitlements, contained in this Agreement. Unacceptable increases may result in a review of the Agreement.

#### 12. *EMERGENT LEAVE:*

Employees may be entitled to Emergent Leave for such purposes and under such conditions as determined by the Chief Executive Officer. Emergent leave is unlimited and will only be approved if the Chief Executive Officer is satisfied that the request for leave to be of a truly emergent nature.

#### 13. *EMBARKATION/DISEMBARKATION:*

The Corporation will supply transport to employees proceeding on or returning from northern port dredging duties. Members using taxis will practice the form of multiple use.

The Corporation will only be liable for the cost of fares for the distance travelled from the Brisbane Airport and the employee's usual place of residence or to the appropriate boundary of the Brisbane Metropolitan Taxi District nearest the employee's usual place of residence, whichever is the lesser distance travelled.

In circumstances where crew or crews are detained overnight an assessment of compensation will be determined by the parties taking into account all the circumstances.

The Corporation reserves the right to alter the scheduled departure time of aircraft without incurring any penalty payment provided a minimum of eight hours notice prior to schedule departure time is given either by verbal or written communication. Verbal communication will include a taped message which employees can contact by telephone and confirm their flight arrangements.

For transportation to a destination outside of the Port of Brisbane other than by plane, the place of embarkation and disembarkation shall be either the Whyte Island Operations Base or the terminal of the organisation supplying such transport.

#### 14. *TERMS AND CONDITIONS OF EMPLOYMENT:*

- (a) ***Contract of Employment*** - An employee shall receive one fortnight's notice in writing of termination of employment or the employee shall receive payment of one fortnight's salary in lieu thereof.

The employee shall give the employer one fortnight's notice of the employee's termination of employment or forfeit one fortnight's salary in lieu thereof:

Provided that the period of notice may be reduced by mutual agreement between the employer and employee.

An employee dismissed on account of intoxication, insubordination, dishonesty or misconduct shall not be entitled to receive the aforementioned notice of termination of employment or payment in lieu thereof:

Provided that as soon as it is practicable Management will inform Unions and employees of intended changes that could either result in positions becoming redundant or significantly alter the manner in which employees currently carry out their duties. An agreement has been reached with the parties to this Schedule in respect of redundancy entitlements and it is to be known as the Port of Brisbane Corporation Redundancy Agreement.

Any employee who is dismissed on account of drunkenness, dishonesty, insubordination or culpable negligence whilst employed on the dredger shall be paid his entitlements to the time of dismissal. In addition, the employer shall be responsible for necessary and reasonable transport, meals and accommodation expenses of the employee to the point of disembarkation.

Any employee whilst working on the dredger who gives notice to finish forthwith in addition to (a) above shall be responsible for his own transport, meals and accommodation expenses to the point of disembarkation. The employer shall be responsible to put such an employee ashore where transport to the point of disembarkation is reasonably available.

- (b)
  - (i) The parties to this Schedule are committed to co-operating positively to increase the efficiency, productivity and competitiveness of the Corporation and to enhance the career opportunities and job security of employees employed by the Corporation.
  - (ii) All measures raised by the Corporation, unions, or employees for consideration consistent with the

objectives of paragraph (i) herein shall be processed through the consultative mechanism and procedures set up by the parties.

(iii) Employees will carry out such duties as are within the limits of the employee's skill, competence and training consistent with the classification structure of this Schedule provided that such duties are not designed to promote de-skilling. This will include an employee carrying out the duties of a higher designated position than the position in which the employee was employed.

Employees will also carry out such duties and use such tools and equipment as may be required provided that the employees have been properly trained in the use of such tools and equipment.

Any direction issued by the Corporation pursuant to this subclause shall be consistent with the employer's responsibilities to provide a safe and healthy working environment.

(c) **Career Paths** - Each employee should be allowed to work to the level of their ability/skill level. It is the objective of the Corporation to provide employees with the opportunity to develop their skills and experience through training and work experience. Employees will also be encouraged to attain higher formal qualifications which will assist in their endeavours to attain more responsible positions within the Corporation as vacancies become available. The Corporation would, whenever possible, promote employees from within the organisation. Merit will be the sole basis for promotion.

15. **GENERAL:**

(a) The cost of transport, meals and accommodation shall be met by the employer whilst permanent and temporary employees are travelling from the place of embarkation to the dredger and from the dredger to the place of embarkation. When the "Hiley" is operating away from Brisbane and employees are required to be transported by plane, employees will travel either domestic or charter. When travelling domestic, employees will travel economy class.

(b) The Master and Chief Engineers of the dredger shall be responsible for the proper recording of employee's times.

(c) Single berth cabins shall be supplied by the employers and allocated to an employee of similar position of each crew for use whilst he is on the dredger. Each employee shall be issued bed linen and toilet linen including two pillows, two pillow slips and each cabin will be issued with two sheets, two blankets and two towels at the commencement of each week of duty.

Each employee shall be responsible for the custody of the linen and blankets issued. The Master of the dredger shall be empowered to make inspections of all cabins and to issue such instructions to any employee as may be necessary to bring any employee's cabin and its contents to a state of cleanliness and tidiness, especially prior to change of crews.

(d) (i) Employees will be paid fortnightly.

(ii) Provided that each employee will be paid his/her wages by means of direct credit (Electronic Funds Transfer) into a nominated Bank, Credit Union or Building Society account to be available on the agreed pay day.

(e) Employees other than those proceeding on home leave at 10.00 a.m. on a Thursday shall remain on board the dredger and shall not leave the vessel without submitting a written request to the Master seeking permission to leave the vessel and receiving the Master's approval.

(f) Employees shall not take alcoholic liquor on board the vessel. The availability of and the disposal of alcoholic liquor on board the vessel to members of the crew shall be at the discretion of the Master.

(g) To enable the dredger to continue dredging operations during any unforeseen absences of a Dredging Master, the Master will carry out the duties of Dredging Master until such time as a relief Dredging Master can be allocated: Provided that in such circumstances, Corporation Management will use its best endeavours to ensure that the relief Dredging Master will, subject to the availability of transport, join the dredger as soon as practicable.

(h) All crew members must meet the required medical/revalidation criteria as required by the *Navigation Act* and/or the Corporation for the position held upon the vessel. The Corporation will be liable for all medical/revalidation costs involved.

(i) Prior to the last tour of duty in each calendar year the Corporation will, where agreed, reallocate employees to one of two crews in the following year after consultation with the Management Committee.

(j) Crew members are not entitled to any payment for periods of home leave irrespective of the time worked during the duty period.

16. **LONG SERVICE LEAVE:**

Long Service Leave shall be accrued as per the conditions set out in clause 5.4 of the Parent Award. Payment shall be as set out in clause 4 of this Agreement.

17. *ANNUAL PERFORMANCE PLANNING REVIEW:*

All positions in bands 1 to 6 as set out in clause 4 of this Agreement will be subject to an annual performance planning and review system.

Dated 9 December 2003.

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

Operative Date: 1 December 2003