



Port Authority of New South Wales

SYDNEY

ENTERPRISE AGREEMENT

2021 - 2024

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PROPOSAL

1 NAME OF AGREEMENT AND NOMINAL EXPIRY DATE

- 1.1 This Agreement will be known as the Port Authority of New South Wales Sydney Enterprise Agreement 2021 - 2024.
- 1.2 This Agreement will operate seven days after the date it is approved by Fair Work Commission and its nominal expiry date will be 30 June 2024.

2 PARTIES BOUND

- 2.1 The parties who are bound by and covered by this Agreement are:
- (a) Newcastle Port Corporation trading as the Port Authority of New South Wales of Level 4, 20 Windmill Street, Sydney, NSW 2000 (Port Authority); and
 - (b) All Employees of Port Authority of NSW whose primary location of work is Sydney (including Port Botany), Eden or Yamba, excluding
 - (i) Marine Pilots whose primary location of work is Sydney (including Port Botany);
 - (ii) Executives, General Managers, Heads of, Harbour Master, Deputy Harbour Master, and Senior Managers;
 - (iii) those Employees employed within the business units of People and Culture or Legal; and
 - (iv) those Employees employed in a role listed in Schedule 3.
 - (c) Australian Maritime Officers Union (AMOU) of Level 1, 52 Buckingham Street, Surry Hills, Sydney NSW 2010; and
 - (d) Construction, Forestry, Maritime, Mining and Energy Union, the Maritime Union of Australia Division (MUA) of 365 Sussex Street, Sydney, New South Wales 2000.

3 SCOPE OF THIS AGREEMENT

- 3.1 This Agreement replaces and supersedes:
- (a) the 'Port Authority of New South Wales – Sydney Enterprise Agreement 2017 - 2021'.
- 3.2 Relationship to the Award
- (a) At the time of the making of this Agreement, the terms and provisions of the Port Authorities Award 2020 (the Award) regulated the terms and conditions of Employees subject to this Agreement.
 - (b) Where there is any inconsistency between a term in this agreement and a term of the Award then the term in this agreement shall take precedence to the extent of the inconsistency.
 - (c) The Port Authority of NSW job classification level awarded to an Employee fulfilling a specific job function is an all-encompassing rate inclusive of all allowances identified in the relevant award but excludes those allowances specified in this Agreement.

3.3 This Agreement is made pursuant to the Fair Work Act 2009. A reference to the Act in this Agreement is a reference to the Fair Work Act 2009 (and regulations) as the context requires.

3.4 National Employment Standards

From 1 January 2010, the National Employment Standards (NES) apply to all Employees covered by the Agreement. Should any provision of the Agreement be detrimental to any Employee covered by the Agreement in any way, in relation to the NES, that provision shall be deemed inoperative to the extent of the detriment and the NES shall apply in place of that provision. Employees shall be informed of any changes to the NES which will apply to them during the term of this Agreement.

3.5 Port Authority of NSW People and Culture Policies

This Agreement is supported by policies, procedures and other employment related documents (e.g.: letters of engagement) that may set out other employment conditions and benefits of Employees however where there is an inconsistency, the terms of this Agreement shall prevail.

All Port Authority of NSW policies referred to in this Agreement are available to all Employees via the Port Authority of NSW Intranet.

Where there is conflict between this Agreement and any Port Authority of NSW People and Culture Policy then the provisions of this Agreement shall prevail.

3.6 Renegotiation of the Agreement

The Parties agree that they shall meet at least three months prior to the nominal expiry date of this Agreement with the intent to commence negotiations leading to a replacement agreement to apply on and from 1 July 2024.

4 PHILOSOPHY AND INTENT

4.1 The philosophy and intent of this Agreement is to ensure that the terms and conditions of employment of staff covered by this Agreement facilitate the achievement of the Port Authority of NSW Purpose and Key Roles.

5 PURPOSE & KEY ROLES OF THE PORT AUTHORITY OF NSW

5.1 The purpose of the Port Authority of NSW is to provide safe, efficient, sustainable, world-class port and marine services whilst retaining and optimising our port assets to deliver the financial and strategic goals of the NSW Government.

5.2 The Port Authority of NSW Key Roles are to:

- (a) manage and develop port facilities such as Cruise terminals and Glebe Island and services to cater for existing and future cruise and trade needs;
- (b) manage the navigational and operational safety needs of commercial shipping;
- (c) protect the environment and have regard to the interests of the community;
- (d) deliver profitable business growth; and

- (e) hold a Port Safety Operating Licence with responsibilities for channel depths, dangerous goods, emergency response, navigation aids, pilotage and port communications.

6 OBJECTIVES OF THIS AGREEMENT

6.1 Port Authority of NSW, the Employees and the Unions are committed to developing an organisation which:

- (a) encourages service excellence in a co-operative and flexible environment;
- (b) maintains high ethical and behavioural standards;
- (c) operates at least as efficiently as any comparable business;
- (d) provides a first-class quality service to the Port Authority of NSW customers;
- (e) maximises the net worth of New South Wales' investment in Port Authority of NSW;
- (f) exhibits a sense of social responsibility by having regard to the interests of the community in which it operates and by endeavouring to accommodate these when able to do so;
- (g) promotes and facilitates trade through its port facilities; and
- (h) meets the objectives for statutory corporations, in section 20E of the *State Owned Corporations Act 1989*.

6.2 To fulfil these objectives, the parties are committed, through a consultative process to:

- (a) work redesign to incorporate the changing nature of work and changing work practices including where appropriate benchmarking to national or international industry standards;
- (b) flexible work practices designed to meet the needs of business and Employees including but not limited to deploying and utilising the Employees to meet business requirements;
- (c) skills development and training to address skill gaps, promote career development and provide appropriate training opportunities for all Employees; and
- (d) a remuneration system that is fair and equitable, market driven, transparent and provides rewards for achievement of pre-determined performance goals.

7 NO EXTRA CLAIMS

7.1 No party will make any additional claims during the term of this Agreement, whether relating to wages or other terms and conditions, whether dealt with in this Agreement or not.

8 INTERPRETATION

8.1 Headings are for convenience only and do not affect the meaning and interpretation of this Agreement.

8.2 The following words have these meanings in this Agreement:

- (a) **Act** means the Fair Work Act 2009, as amended from time to time.
- (b) **Agreement** means the *Port Authority of New South Wales Sydney Enterprise Agreement 2021 – 2024*.
- (c) **Award** means the Port Authorities Award 2020.
- (d) **Base Salary** is the Employee's annual salary determined as a result of a Job Evaluation. Fortnightly pay rates are calculated by dividing the annual base salary by 365.25 and multiplying by 14. The hourly rate is calculated by dividing the fortnightly rate by 70 (for 35 hour per week Employees) or by 76 (for 38 hour per week Employees).
- (e) **Division** or **Department** means a discrete operating group within the Port Authority.
- (f) **Bandwidth** is 7.00am to 7.00pm, Monday to Friday and is the period of the day where day workers' ordinary hours are generally worked.
- (g) **Day Worker** means any Employee who is not engaged in shift work.
- (h) **Employee** means any person who is an Employee as defined in Clauses 2.1 (b) and 9 of this Agreement.
- (i) **FFPP** means first full pay period.
- (j) **Immediate Family Member** has the same meaning in the Act and includes; spouse, de-facto, child, adult child (including adopted, foster or step-child), sibling, parent (including in-laws), in laws, grandparents, grandchild of the Employee child or adult child (including adopted, step-child, foster child) sibling, parent, grandparents of the spouse or de-facto of the Employee or relative who is a member of the Employee's household
- (k) **Maritime Professionals** includes, Duty VTS Managers or its equivalent position.
- (l) **Ordinary hours** and **Ordinary hours worked** will be 35 hours for Day Workers as described in Clause 13 in this Agreement and 38 hours for Shift Workers as described in Clause 18 in this Agreement.
- (m) **Personal Salary or Superable Salary**. means any salary incorporating the Base Salary, shift allowance, on call allowance or working conditions component, or Community Language Allowance Scheme, but shall not include First Aid Allowance. Note: On call Allowance is not superable for defined benefit Employees.
- (n) **Port Authority** means the Newcastle Port Corporation trading as the Port Authority of New South Wales's Sydney, Eden and Yamba operations located at:
- (i) Level 4, 20 Windmill Street, Sydney, NSW 2000;
 - (ii) Port of Eden, Main Jetty, Eden, NSW 2551;
 - (iii) Moore's Wharf, 4 Towns Place, Millers Point, NSW 2000;
 - (iv) Brotherson House, Penrhyn Road, Port Botany, NSW 2036; and
 - (v) Port of Yamba, Pilot Street, Yamba, NSW 2464.
- (o) **Professional and Technical Employee** means Employees of the Port Authority who perform Supervisory, Professional and Technical functions

within the Port Authority, including the position of Duty Manager Cruise Operations.

- (p) **PSOL** means the Port Safety Operating Licence.
- (q) **Shift Work** falls into the following two categories:
 - (i) **Continuous shift work** which means continuous port services work carried out according to a continuous shift process with consecutive shifts of Employees over a 24-hour period; and
 - (ii) **Non-continuous shift work** which means port services work carried out on a rostered basis by Employees on other than continuous shift work.
- (r) **Shift Worker** for the purposes of the National Employment Standards of the Act means an Employee who is engaged in shift work.
- (s) **Team** means a group of Employees who work on a specific task(s) who are working to achieve a common outcome or goal. Teams may be a section subgroup, a Unit subgroup, or a multi-disciplinary group of Employees selected from a number of Divisions.
- (t) **Unions and Union** means the Australian Maritime Officers Union and the Maritime Union of Australia.

9 TYPES OF EMPLOYMENT

9.1 Employees will be employed in one of the following categories:

- (a) Permanent Full-time.
- (b) Permanent Part-time.
- (c) Casual.
- (d) Fixed Term Contract (Temporary).
- (e) Trainees.

9.2 At the time of engagement, Port Authority will inform each Employee of the terms of their engagement and in particular, whether the Employee will be engaged on a full-time, part-time, casual or temporary basis.

9.3 If required by Port Authority, an Employee will work from another Port Authority location. Consultation will occur with the affected Employee if:

- (a) the Employee is ordinarily based in Port Authority's Sydney operations are required to travel to Port Authority's Eden operations, Yamba operations or both;
- (b) the Employee is ordinarily based in Port Authority's Yamba operations are required to travel to Port Authority's Eden operations, Sydney operations or both;
- (c) the Employee is ordinarily based in Port Authority's Eden operations are required to travel to Port Authority's Sydney operations, Yamba operations or both.

9.4 The following provisions apply to casual Employees:

- (a) A casual Employee is an Employee engaged as such.
- (b) A casual Employee working within the ordinary hours of work (pursuant to clause 13 for Day Workers and clause 18 for Shift Workers) will be paid per hour for the work performed plus 25% casual loading which incorporates the casual Employee's entitlements to annual leave, annual leave loading and any other rates and allowances contained in this Agreement except overtime and shift allowances.
- (c) Casual Employees will be paid either at the termination of each engagement or on a fortnightly basis.
- (d) On each occasion a casual Employee is required to attend work, the casual Employee is entitled to a minimum payment of four (4) hours work.

9.5 The following provisions apply to part-time Employees:

- (a) A part-time Employee is an Employee who:
 - (a) works less hours than a full-time Employee;
 - (b) has reasonably predictable hours of work; and
 - (c) receives, on a pro-rata basis, equivalent pay and conditions to those of full-time Employees who do the same kind of work.
- (b) At the time of engagement, Port Authority and the part-time Employee will agree in writing on a regular pattern of work, specifying at least the hours worked each day, which days of the week the Employee will work, and the actual starting and finishing times each day.
- (c) Part-time Employees will be employed for a guaranteed minimum weekly period of no less than 20% of the ordinary hours of full time Employees. No part-time Employee will be required to work for less than 2 hours on any rostered day.
- (d) Port Authority and a part-time Employee can agree to vary the hours worked by the Employee. Any agreed variation to the regular pattern of work will be recorded in writing.
- (e) A part-time Employee will be paid for ordinary hours worked on a pro-rata basis of a full-time Employee at the full-time Employee rate.
- (f) All leave accruals and separation entitlements of part-time Employees will be calculated and paid on a pro-rata basis of the full-time Employee at the full-time rate of pay.

9.6 The following provisions apply to temporary Employees:

- (a) A temporary Employee is an Employee who:
 - (d) works for a specified fixed term; or
 - (e) works for a specific project; and
 - (f) such a term has been agreed in writing before the Employee commences work.
- (b) The term of a temporary Employee may be shortened or lengthened by agreement between the Employee, Port Authority or on one week's notice by Port Authority but does not confer any right or expectation of continued employment beyond the agreed term.
- (c) At the time of engagement, Port Authority and the part-time Employee will agree in writing on a regular pattern of work, specifying at least the hours

worked each day, which days of the week the Employee will work, and the actual starting and finishing times each day.

9.7 The following provisions apply to Corporate and Maritime Officer Level 1 Trainees:

- (a) Trainees will be paid the salary rate for Corporate and Maritime Officer Level 1 upon commencement as set out in the wage rates in Clause 43.

10 QUALIFYING PERIOD

10.1 The employment of all Employees, except casual Employees, will be subject to a six-month qualifying period.

10.2 If a casual Employee with more than 6 months continuous service as a casual with Port Authority and who is appointed to a permanent role, the Employee will be subject to a three-month qualifying period from the commencement of permanent employment.

10.3 During the qualifying period, either Port Authority or the Employee can terminate the Employee's employment by providing one week's notice. If Port Authority does not require the Employee to work out the notice, Port Authority will pay the Employee in lieu of notice.

11 EMPLOYEE PERFORMANCE

11.1 If required by Port Authority, an Employee will undertake duties other than those specified in their Position Description. These duties will be within the range of the Employee's skill, competence, training and experience.

11.2 Port Authority may redesign roles and create new roles from time to time:

- (a) in anticipation of, or in response to, changing business needs; and
- (b) to identify and group skills into new or changed roles.

11.3 If a role is redesigned then the Position Description will be updated to reflect the change and evaluated using the Mercer CED (**MCED**) system of evaluation.

11.4 All Employees will comply with Port Authority's Code of Conduct.

11.5 Employees are required to observe, support and implement Port Authority's Work Health and Safety Policy and to comply with the statutory provisions contained in the *Work Health and Safety Act 2011* (NSW) (WHS Legislation) and its Regulations as amended from time to time, or comply with other relevant legislation.

11.6 The parties to the Agreement acknowledge that the PSOL requires the Port Authority of NSW to provide 24 hour a day, 7 days a week services and that no action will be taken that will prevent continuity of service in the terms of the PSOL. Port Authority will consider any unreasonable failure to meet this requirement to be a refusal to perform duties or work as directed and disciplinary procedures may be followed in such instances.

11.7 The parties to the Agreement will make every effort to ensure a work environment free of industrial disputes and that consultation and cooperation occurs on key business issues.

12 HOURS OF WORK - ALL EMPLOYEES

- 12.1 Different patterns of hours may apply to various groups or sections to meet the reasonable needs of the business and/or will be determined to meet the business needs of a specific Department or Divisions requirements.
- 12.2 Once starting and ceasing times have been established, reasonable notice (5 calendar days) will be given if changes are required.

13 HOURS OF WORK - DAY WORKERS

- 13.1 This clause applies to all Employees, except those employed as Shift Workers.
- 13.2 A day worker's ordinary hours are 35 hours per week between the hours of 7 am to 7 pm (Bandwidth) between Monday to Friday.
- 13.3 In addition to a Day Workers' ordinary hours as defined in 13.2, for the purpose of accruing time in lieu and/or additional hours, eligibility for paid and approved overtime, will only accrue after the completion of 38 hours worked in that week, subject to clause 15.
- 13.4 Professional and Technical Employees may be required to work beyond the Bandwidth and be reasonably available for after-hours emergency call in from time to time. Professional and Technical Staff may be required to work on evenings and on weekends or to represent Port Authority at functions, conferences or special events. Any of these hours worked to fulfil Port Authority requirements are reflected in the Employee's Base Salary. Time in lieu will be given as compensation for such out of normal working hours activities in accordance with clause 16.

14 MEAL BREAKS - DAY WORKERS

- 14.1 Ordinary hours will exclude meal breaks which will be a minimum of 30 minutes and a maximum of two hours having regard to service levels and operational requirements. Time taken for a meal break will not count as hours worked.
- 14.2 One refreshment break is to be taken on the job at a convenient time, having regard to service levels and operational requirements. Time taken for such a break will count as hours worked.

15 ADDITIONAL HOURS AND OVERTIME - DAY WORKERS

- 15.1 Port Authority may require an Employee (other than a casual Employee), to work additional hours and/or reasonable overtime. Clause 15, in reference to eligibility for paid overtime, does not apply to Professional and Technical Employees.
- 15.2 All overtime must be authorised by the Divisional Manager in advance and agreed to by the Employee.
- 15.3 Overtime payments will be calculated excluding allowances and penalties.
- 15.4 If starting work at the Employee's next rostered starting time would mean that the Employee did not receive a full 10 hour break then either:

- (a) the Employee may, without loss of pay, start work at such a later time as is necessary to ensure that the Employee receives a break of at least 10 hours; or
- (b) Port Authority will pay the Employee overtime rates for all work performed until the Employee has received a break of at least 10 hours.

- 15.5 At the end of each cycle, an Employee may choose with the consent of Port Authority, to take time off instead of payment for overtime at a time or times agreed with Port Authority. This agreement must be in writing. The Employee must take the time off within 8 weeks of working the overtime, unless by mutual agreement.
- 15.6 Additional hours accrued at the end of each cycle may be carried over to the next cycle by mutual agreement. However, accrual of additional hours will be limited to a maximum of three four-week cycles unless otherwise agreed between Port Authority and an Employee. However, in any 12-month period up to 252 additional hours may be paid at ordinary time.
- 15.7 Where operational requirements do not allow for time off in lieu, or if required by an Employee, the Port Authority of NSW must, by the pay period after receiving the request, pay the Employee for any overtime worked. The Employee must be paid at overtime rates.
- 15.8 Additional hours will not be paid to full time and temporary Day workers until the hours worked exceed 38 hours in that week within the bandwidth as defined in clause 13.
- 15.9 Any work outside the bandwidth will be paid as overtime. All work performed by Corporate and Maritime Officers Levels 1-7 on a Public Holiday will be paid as overtime.
- 15.10 Day Workers recalled to work overtime will be entitled to a minimum of 4 hours payment for such work, except when the Employee is called in to work immediately before or after the Day Worker's roster. On these occasions, the Employee will be paid for actual hours worked.
- 15.11 For overtime worked Monday to Saturday, the Day Worker will be paid at the rate of time and one half for the first 2 hours and double time thereafter, with regard to clause 13.2 and 13.3.
- 15.12 For overtime worked on a Sunday, the Day Worker will be paid at the rate of double time, with regard to Clause 13.2.
- 15.13 For overtime worked on a Public Holiday, the Day Worker will be paid at the rate of double time and one half, in addition to the normal remuneration for that day.
- 15.14 For approved hours worked in addition to the hours worked in accordance with Clause 13.3 and 15.9 and not taken as time in lieu, the following will apply:
- (a) Payment at ordinary time for:
 - (i) Up to 21 hours in a 4 week cycle.
 - (ii) Up to 42 hours in an 8 week cycle.
 - (iii) Up to 63 hours in a 12 week cycle.

- (b) Payment at ordinary time and one half for hours:
 - (i) Exceeding 21 and no more than 28 in a 4 week cycle.
 - (ii) Exceeding 42 hours and no more than 56 in an 8 week cycle.
 - (iii) Exceeding 63 and no more than 84 in a 12 week cycle.
- (c) Payment at double time for hours:
 - (i) Exceeding 28 hours in a 4 week cycle.
 - (ii) Exceeding 56 hours in an 8 week cycle.
 - (iii) Exceeding 84 hours in a 12 week cycle.

16 FLEXIBLE WORKING ARRANGEMENTS – DAY WORKERS

16.1 Each Port Authority Corporate and Maritime Officer Levels 1-7 Day Worker shall have available pursuant to Clauses 13.3, 15.5 and 15.7 and subject to business requirements, flexible working arrangements as agreed between the Employee and the Senior Manager of the Division.

For Employees that do not regularly work beyond 35 hours but do work in excess of 152 hours over a consecutive 4 week cycle, “the settlement period”, then those hours in excess of 152 will accrue for the purpose of time in lieu and/or additional hours. Eligibility for paid overtime will only be approved for weeks where the hours worked exceed 38, subject to clause 15.

16.2 Each Port Authority Professional & Technical Employee shall have available, pursuant to Clause 13.3 and business requirements, flexible working arrangements as agreed between the Employee and the Senior Manager of the Division. When work is performed on a Saturday/Sunday/Public Holiday or on an annual leave day then a day off in lieu will be provided.

16.3 Pursuant to Clause 13.3 it is the intention that Employees can take flexible leave arrangements of one day a month or otherwise agreed to between the Employee and the Divisional Manager. A maximum of two days accrual shall be permitted. Professional & Technical Employees shall not be eligible for paid overtime at any time. The Divisional Manager shall not decline any reasonable requests.

17 MEAL BREAK FOR OVERTIME - DAY WORKERS

17.1 Overtime or additional hours will not accrue during meal breaks on overtime.

17.2 A meal break for overtime will be applied as follows:

- (a) Before Bandwidth - for Day Workers who work overtime of 4 hours or more an unpaid meal break of a minimum of 30 minutes must be taken, prior to commencing ordinary hours.
- (b) After Bandwidth - for Day Workers who work overtime beyond 7pm, an unpaid meal break of a minimum of 30 minutes must be taken prior to commencing overtime.
- (c) Day Workers required to work an additional period of overtime of 4 hours or more will be required to take a further unpaid meal break of 30 minutes for each additional 4-hour period.

- (d) Saturday, Sunday or Public Holiday - for Day Workers who work overtime of 4 or more hours, an unpaid meal break of a minimum of 30 minutes must be taken. Day Workers required to work additional overtime will be required to take a further unpaid meal break on completion of 4 or more hours.

18 HOURS OF WORK – CONTINUOUS SHIFT WORKERS

- 18.1 The ordinary hours of Shift Workers will be no more than 2120 per annum worked as a minimum of 38 hours per week averaged over a 52-week period. Up to 144 hours may be worked in accordance with the terms of Clause 20 and 21 of this Agreement.
- 18.2 All continuous shift work is on the basis of 12 hour shifts and/or except by agreement.
- 18.3 Shift workers hours will be managed in accordance with the Fatigue Management Policy.
- 18.4 Continuous Shift Workers will perform additional periods of duty to meet operational requirements, for example, to complete tasks already commenced, respond to emergency conditions, for the purpose of handing over shifts, or to make up the complement of the next/previous shift.
- 18.5 No extra payment will be paid to Shift Workers for any additional hours worked in accordance with this sub-clause.

19 MEAL BREAKS - SHIFT WORKERS

- 19.1 Shift workers will be entitled to a paid break of up to 1.5 hours per shift which may be taken consecutively or in broken periods as agreed with the Employee's shift supervisor.

20 ADDITIONAL HOURS AND OVERTIME - SHIFT WORKERS

- 20.1 Additional hours will be performed by Shift Workers as required to fulfil Port Authority operational requirements including, but not limited to, PSOL requirements.
- 20.2 Necessary overtime or additional hours, required to be worked to fulfil shift rosters to meet work demands has been fully compensated in the Shift Worker's annualised salary and no separate or additional payment will be made. This clause excludes the Employee's working in the Regional Ports of Eden and Yamba.
- 20.3 A Shift Worker who works so many additional hours between the termination of work on one day and the commencement of work on the next day that the Shift Worker has not had at least 10 consecutive hours off duty between those times, will be released after completion of such additional hours until the Employee has had 10 consecutive hours off duty without loss of pay for scheduled working time occurring during such absence.
- 20.4 Both Port Authority management and operational employees commit to ensuring that there is a fair, reasonable and overall equitable distribution of Additional Hours. In order to achieve that aim, at times and subject to the overall reasonableness, an employee may be directed to work additional hours by Management. Employees

who are able to provide a justifiable reason as to why they cannot work an additional hours shift will not be subjected to disciplinary processes. The details and restrictions of the Additional Hours process shall be appropriately detailed in roster guidelines. Roster guidelines are an ongoing collaborative effort of management and employees and, in accordance with clause 48, subject to regular review by the Port Authority Consultative Committee.

21 WORKING CONDITIONS FOR SHIFT WORKERS

21.1 The provisions of this clause apply to Shift Workers in the Marine Operations Division and Harbour Control/ Vessel Traffic Centre for working conditions not taken into account through Job Evaluation outcomes and Shift Allowances. This clause excludes those Employees working in the Regional Ports of Eden and Yamba.

21.2 All Shift Workers covered by this Agreement will continue to receive payment equivalent to one wage movement for a Maritime Officer level. Such a payment is in addition to the Job Evaluation outcome and Shift Loading and Penalty Allowance. This is called the "**working conditions component**".

21.3 The working conditions component for Shift Workers covers all additional hours worked to ensure continuity of service to customers, cover peak workloads, working on shifts other than those originally rostered to deal with exigencies, call-ins to maintain minimum shift numbers, coverage of holiday leave, training courses, short term relief for sick leave and other emergency situations or absences. It also covers participation as a nominated and/or elected workplace representative in Consultative or WHS Committees and other such initiatives.

Port Authority, from time to time where necessary, will use additional hours to cover planned Annual Leave (holiday leave), however in general practice will endeavour not to routinely use additional hours for the purpose of covering planned Annual Leave (Holiday Leave).

21.4 It is the expectation of the parties that additional hours will comprise the equivalent of one additional 12-hour shift per Shift Worker per month averaged over a twelve-month period. Time off in lieu will not be considered until an average of one additional shift per month or a total of 144 hours, has been exceeded. As far as practicable the decision around who works the additional hours and when the additional hours are to be worked will be made in an equitable, fair and reasonable manner.

21.5 Shift Workers will undertake training outside normal hours where required. Management will, however, endeavour to schedule training during normal hours or in conjunction with normal hours. As far as possible and practical, training will not be scheduled at the conclusion of a night shift.

21.6 Shift Patterns and Rosters:

- (a) Shift roster positions may be varied to cover short-term absences of other Teams or team members, etc.
- (b) Shift patterns will be established taking into consideration business and Employee requirements.

- (c) It is essential that details of changes to home address, home telephone and mobile numbers are provided to Port Authority so that Employees can be contacted when required.

22 ANNUAL LEAVE

22.1 The provisions of this clause apply to all Employees, except casual Employees.

22.2 Annual leave entitlement:

- (a) All continuous shift workers will be entitled to 190 hours (25 days) annual leave for each completed year of service
- (b) All day workers will be entitled to 140 hours (20 days) paid leave for each completed year of service.
- (c) Shift Workers (12-hour shifts) will not be debited for annual leave if a rostered shift falls on an observed Public Holiday.

22.3 Direction to take annual leave:

- (a) Employees must take their annual leave each year, unless authorised by the Port Authority of NSW to accrue such leave.
- (b) If an Employee has accrued more than 40 days annual leave (i.e. 280 hours for day workers and 304 hours for shift workers), Port Authority can:
 - (i) direct the Employee to take the accrued annual leave in excess of 40 days at the time that the direction is given;
 - (ii) establish an agreed plan to reduce the accrued annual leave balance in excess of 40 days; or
 - (iii) cash out the accrued annual leave in excess of 40 days, in accordance with clause 22.4.

22.4 Cashing out of annual leave:

- (a) An Employee is entitled to forgo ("**cash out**") an entitlement to take an amount of accrued but untaken annual leave credited to the Employee by the Port Authority of NSW in accordance with the Act provided the Employee gives a written election to the Port Authority.
- (b) Annual leave must not be cashed out where the cashing out would result in the Employee's remaining accrued entitlement to annual leave being less than:
 - (i) 4 weeks, if the Employee is a Day Worker; or
 - (ii) 5 weeks, if the Employee is a Shift Worker.
- (c) Each cashing out of a particular amount of annual leave in accordance with this clause must be by a separate written agreement between the Port Authority of NSW and the Employee.
- (d) An Employee who cashes out annual leave will be paid the full amount that the Employee would have been entitled to had the Employee taken the annual leave.

22.5 Purchasing of additional annual leave:

- (a) An Employee may purchase additional annual leave on a pre-tax basis if their accrual balance is less than 40 days (280 hours for day workers and 304 hours for shift workers) to a maximum of 10 days in any one anniversary year and must be taken in blocks of not less than 5 days.
- (b) Purchased additional leave must be taken in the anniversary year in which it is paid for.

23 LONG SERVICE LEAVE

23.1 Employees are entitled to long service leave (**LSL**) in accordance with the *Long Service Leave Act 1955 (NSW)*, except that the following will apply:

| Period of service | Accrual |
|--|--|
| After ten years' service | Day Workers (35-hour Employees) 308 hours (44 working days) |
| | Shift Workers (38-hour Employees) 334.4 hours (44 working days) |
| For every further completed year of service | Day Workers (77 hours) 11 working days |
| | Shift Workers (83.6 hours) 11 working days |

- 23.2 An Employee may after 5 years of continuous service with Port Authority, take their accrued but untaken LSL in blocks of not less than 5 days. Any request by an Employee to take their LSL in accordance with this clause must be approved in advance by Port Authority.
- 23.3 An Employee who leaves Port Authority who has 5 years continuous service will be paid out their accrued but untaken LSL entitlement.
- 23.4 An Employee may cash in their accrued but untaken LSL entitlement after 5 years of continuous service in blocks of not less than 5 days. If an Employee elects to cash out their accrued but untaken LSL, the election must be in writing and the election must be approved by Port Authority
- 23.5 Incoming Employees from other Public Sector organisations or exiting Employees of Port Authority may, subject to the agreement of both employers and upon confirmation of entitlement and receipt of payment of equivalent monetary value, transfer entitlement and recognise service as continuous for the purpose of continuing Long Service Leave accrual. Such claim can only be made within six months of commencing service with Port Authority, or for departing Employees, within six months of commencing new employment, and provided that the Employee ceases duty with one employer and starts with the next employer on the next working day or within a reasonable period covered by approved leave. The onus of proof is on the Employee.

24 PERSONAL LEAVE

24.1 This clause applies to all Employees, except casual Employees.

24.2 Personal Leave:

- (a) Is because the Employee is not fit for work because of personal illness or personal injury, affecting the Employee; or to provide care or support to a member of the Employee's immediate family or a member of the Employee's household who requires care or support because of a personal illness or injury of the member or because of an unexpected emergency affecting the member.
- (b) Provisions in this Agreement are designed to remove any abuse of Personal Leave and to provide paid leave for genuine illness. Personal Leave is not to be used for illness or injury arising in the course of employment for which the Employee is entitled to submit a worker's compensation claim.

Note that Personal Leave was described as Sick Leave and Carers Leave in the Sydney Ports Corporation Enterprise Agreement 2008-2010.

24.3 Entitlement:

- (a) Employees will be entitled to paid Personal Leave in accordance with the Act. Employees must comply with the notice and documentation requirements of the Act to be entitled to Personal Leave in accordance with this clause.
- (b) A day worker is entitled to accrue 70 hours of paid Personal Leave and a continuous shift worker is entitled to accrue 76 hours of paid Personal Leave for a 12-month period.
- (c) Paid Personal Leave accumulates each month.
- (d) A Personal Leave application must be made within 2 days of returning from paid or unpaid Personal Leave if not before.
- (e) An Employee is entitled to unpaid carer's leave of up to 2 days for a particular permissible occasion if the Employee has exhausted their paid Personal Leave.

24.4 Personal Leave Procedures:

- (a) It is an Employee's responsibility to report their inability to attend work due to illness or injury or in order to provide care or support to a member of the Employee's immediate family or a member of the Employee's household as soon as possible.
- (b) Where an Employee is unable to report for work because of the above (clause 24.2(a)), he/she shall report this to their manager/team leader within one hour of the normal commencement time or as soon as reasonably practicable. In the case of Shift Workers, where practical, notification shall be made prior to the end of the previous shift. The delegated manager may approve the Personal Leave.
- (c) Upon returning to work, an Employee may be required to provide a medical certificate or attend a medical examination by a registered health practitioner,

or provide a statutory declaration showing that a member of the Employee's household required care and support.

25 LONG TERM ILLNESS

- 25.1 In the case of long-term illness, the continuation of paid Sick Leave will be determined on a case-by-case basis.
- 25.2 Subject to the approval of the Chief Executive Officer or delegated manager, upon the production of medical evidence, an Employee suffering serious long term or terminal illness may be granted sick leave of up to 420 hours (Day Workers) or 456 hours (Shift Workers) as follows:
- (a) in the case where there is a prospect of the Employee returning to duty this situation will be monitored and reviewed on a regular basis;
 - (b) where there is no prospect of a return to work, the Employee will be assisted to make a claim for illness or disability under the terms of Port Authority Group Salary Continuance Policy and the Employee's relevant Superannuation Fund provisions.

26 GROUP SALARY CONTINUANCE

- 26.1 In the event of illness or incapacity and for the period of this Agreement, Port Authority will take out a Group Salary Continuance Policy (Policy) with an insurer, on behalf of all Employees covered by this Agreement. The terms and conditions of the Policy shall provide as far as possible as follows:
- (a) In the event that an eligible employee of Port Authority is considered ill or incapacitated as defined under the Policy, the employee will receive 75% of their Insurable Salary (defined as Base Salary and Shift Allowances) after a 90-day waiting period, until the date that they are able to return to work, or until their 65th birthday (whichever comes first), regardless of their employment continuing with Port Authority or not;
 - (b) Port Authority confirms that it shall be liable to provide the salary continuance benefit of the Employee after the two years of cover provided by the insurer (currently MetLife) on the same terms as set out in the insurance policy (currently provided by MetLife) ignoring the two-year limit on payments up to the Employee's 65th birthday;
 - (c) Employment status will not impact ongoing claims coverage; and
 - (d) The insured benefit will be capped at a maximum of \$30,000 per month based on an equivalent annual insurable salary of \$480,000.
- 26.2 For the period of this Agreement, Port Authority will pay the cost of the Group Salary Continuance Policy in respect of each Employee effective from the date of lodgement of this Agreement.
- 26.3 Eligibility for payment under the terms of the Policy will not be available until 90 calendar days after the illness/injury occurs and payment will be subject to the usual Policy rules and acceptance by the insurer.
- 26.4 Claims payment will be at the levels stipulated by the insurer in the insurer's Policy Document.

26.5 On acceptance of an Employee's claim by the insurer and commencement of income protection payments, any sick leave or other payments ordinarily made by Port Authority to the Employee will cease.

However, for any permanent Employees where their employer superannuation contributions is an uninsured component of the Group Income Protection policy, then those Employees when accepted to a GSC claim will have their usual employer Superannuation contributions maintained and forwarded to their usual superannuation fund for the period the claim is open and approved. The usual employer superannuation contribution under GSC will be at a rate of 75% for accumulation and 100% defined benefit members.

26.6 A copy of the relevant Group Salary Continuance policy document will be available on the Intranet.

27 COMPASSIONATE / BEREAVEMENT LEAVE

27.1 Employees are entitled to Compassionate Leave of up to 21 hours for day workers and 36 hours for shift workers for each occasion when a member of the Employee's immediate family or household contracts a life-threatening illness, sustains a life-threatening injury or upon death.

27.2 Employees other than casual Employees are entitled to be paid for Compassionate Leave taken in accordance with clause 27.1 provided the Employee provides Port Authority with any evidence it reasonably requires.

28 FAMILY AND DOMESTIC VIOLENCE LEAVE

28.1 Employees are entitled to Family and Domestic Violence Leave in accordance with the Act.

28.2 Employees experiencing family and domestic violence as per the Act are provided up to 10 days paid family and domestic violence leave per calendar year. This leave is in addition to all other leave entitlements including annual leave, personal leave and compassionate leave. This entitlement is inclusive of the NES provision.

28.3 Paid Family and Domestic Violence Leave does not accrue and is non-cumulative, and can be taken in single days, part days or consecutive days.

29 PAID AND UNPAID PARENTAL LEAVE

29.1 Employees are entitled to unpaid Parental Leave in accordance with the Act. However:

- (a) an Employee is entitled to the benefits of this clause if they have, or will have, completed at least 40 weeks' continuous service with Port Authority before the expected date of birth of the child, or placement of the child (in the case of Adoption Leave);
- (b) if a casual Employee is an eligible long-term casual within the meaning of the Act, the provisions of this clause will apply; and

- (c) Employees must comply with the documentation and notice requirements detailed in the Act to be entitled to unpaid Parental Leave in accordance with the Act.

29.2 The following types of leave have these meanings:

- (a) **Unpaid Parental Leave** comprises unpaid Primary Carer Parental leave, unpaid Other Parent Parental Leave and Unpaid Adoption Leave of up to 52 weeks.
- (b) Primary Carer Parental **Leave** is provided to eligible Employees in accordance with the Act to take unpaid leave for a period of up to 52 weeks, during pregnancy and for the birth and early care of their child, whilst maintaining the right to return to their job or a job of the equivalent level.
- (c) Other Parent Parental **Leave** is provided to eligible Employees in accordance with the Act, where an Employee takes unpaid leave in connection with the birth of their child and/or to be the primary carer of that child in the first 52 weeks of its life, retaining the right to return to their job. Other Parent Parental leave can be taken as short leave and/or extended leave:
 - (a) Short Other Parent Parental leave is a single, unbroken period of unpaid leave of up to one week taken by an Employee within the week starting on the day their spouse begins to give birth; and
 - (b) **Extended** Other Parent Parental **leave** is a single, unbroken period of unpaid leave, other than short leave, taken by an Employee after their spouse gives birth to a living child so that the Employee can be the child's primary care-giver. The maximum total amount of Other Parent Parental leave (including short leave and extended leave) to which an Employee is entitled in relation to the birth of a child by their spouse is 52 weeks, less any annual leave or long service leave taken by the Employee in conjunction with the period of Other Parent Parental leave.
- (d) **Unpaid Adoption Leave** is provided to eligible Employees in accordance with the Act. Subject to the Act, Unpaid Adoption Leave is a single, unbroken period of unpaid leave of up to 52 weeks taken by the adoptive parent when adopting a child under five (5) years of age and who:
 - (a) has not (or will have not) previously lived continuously with the Employee for a period of 6 months or more as at the day of placement or the proposed day of placement; and
 - (b) is not a child or step-child of the Employee or the Employee's spouse.
- (e) Unpaid Adoption Leave can be either short adoption leave or extended adoption leave:
 - (i) **Short adoption leave** is an unbroken period of unpaid leave of up to three weeks leave taken at the time of the child's placement with the adoptive parent(s);
 - (ii) **Extended adoption leave** is an unbroken period of unpaid leave of up to a further 49 weeks leave taken by an Employee after the day of

placement of an eligible child with the Employee so that the Employee can be the primary care giver of the child.

29.3 All full-time and part-time permanent Employees who have completed 40 weeks of continuous service with Port Authority are entitled to paid parental leave in accordance with the following provisions. The paid component of leave will be no less favourable than what is defined by appropriate legislation of the day. However, any entitlement that an Employee has to paid parental leave in accordance with this clause is not in addition to the Employee's entitlement to unpaid parental leave under this Agreement and can be taken in conjunction with an entitlement to unpaid parental leave under this Agreement. The entitlement to paid parental leave is as follows:

- (a) **Paid Parental Leave** of 14 calendar weeks on full pay or 28 calendar weeks on half-pay (inclusive of public holidays) from the date the Parental Leave commences, with the balance of Parental Leave (totalling up to 52 weeks) being unpaid. Employees must comply with the notice and documentation requirements specified in the Act to be entitled to Paid Parental Leave. An Employee will be granted on request the option of a return to work following the Parental Leave of up to two years part time employment in place of immediately recommencing full time employment.
- (b) **Paid Other Parent Parental Leave** to the equivalent of 5 days on full-pay (based on 35 hours per week for Day Workers and 38 hours for Shift Workers), i.e. 70 hours & 76 hours half pay respectively to attend the birth and post natal recovery. Such leave may be taken whilst the Employee's spouse is on Parental Leave. In the event that NES or Public Sector standards for paid Other Parent Parental leave should increase beyond that provided by Port Authority then Port Authority will increase its entitlement to be equivalent to that standard provided by NES or Public Sector.
- (c) **Paid Adoption Leave** of 14 calendar weeks on full pay or 28 calendar weeks on half-pay (inclusive of public holidays) from the date the Adoption Leave commences, with the balance of Adoption Leave (totalling up to 52 weeks) unpaid, in conjunction with adopting a child of under 5 years of age and who satisfies the conditions specified in sub-clause 29.2(d) above.

29.4 Subject to Port Authority's approval, an Employee can elect to take other forms of leave (for example, Annual Leave, Long Service Leave, Leave without pay) in combination with Parental Leave but this will reduce the parental leave available (whether paid or unpaid) so that the total period away from work does not exceed 52 weeks.

29.5 An Employee has the right to request Port Authority for an additional 52 weeks of parental leave in addition to their standard entitlement of 52 weeks as defined through clause 29.

29.6 Unpaid Parental Leave will not count as service for the accrual of entitlements. However, it does not break the continuity of service.

30 LEAVE WITHOUT PAY

30.1 Leave without pay will only be granted at the discretion of Port Authority and for periods exceeding one working day or shift, where all other forms of paid leave or flexible working options have been exhausted. Leave without pay will not count

towards service for the purposes of leave accrual, however, it does not break the continuity of service.

31 EMERGENCY SERVICES LEAVE

- 31.1 Full-time and Part-time Employees are entitled to community services leave in accordance with the NES. Full-time and part-time Employees are also entitled to community services leave in accordance with the provisions of this clause, clause 32 and 33. The benefits provided by this clause, clause 32 and 33, are inclusive of and not in addition to the benefits provided by the NES.
- 31.2 Full-time and Part-time Employees are entitled to paid Emergency Services Leave of up to 35 hours (for Day Workers) or 38 hours (for Shift Workers) in any calendar year for attendance at compulsory training and emergencies as required by the:
- (a) Volunteer Rescue Association of NSW (or affiliated groups);
 - (b) State Emergency Service; or
 - (c) Bush Fire Brigade or NSW Volunteer Fire Brigade.
- 31.3 This leave will not accumulate from year to year.
- 31.4 An Employee must apply for this leave and provide details of the planned training programs including dates, duration and a letter from the relevant authority.
- 31.5 If there is an emergency and an Employee requires additional leave then Port Authority will consider the Employee's request on a case-by-case basis.
- 31.6 Emergency Services Leave incorporates any necessary 'rest' period after the completion of duty or training prior to the Employee's return to his or her normal duties at Port Authority.

32 MILITARY LEAVE

- 32.1 During the period of 12 months commencing on 1 July each year, Port Authority may grant to the Employee who is a volunteer part-time member of the Defence Forces, military leave on full pay to undertake compulsory annual training and to attend schools, classes or courses of instruction or compulsory parades conducted by the staff member's unit.
- 32.2 In accordance with the *Defence Reserve Service (Protection) Act 2001* (Cth), it is unlawful to prevent an Employee rendering or volunteering to render, ordinary defence Reserve service.
- 32.3 Up to 24 working days Military Leave per year may be granted by Port Authority to members of the Naval and Military Reserves and up to 28 working days per year to members of the Air Force Reserve for the activities specified in subclause 32.1 of this clause.
- 32.4 Port Authority may grant an Employee special leave of up to 1 day to attend medical examinations and tests required for acceptance as volunteer part time members of the Australia Defence Forces.

- 32.5 An Employee who is requested by the Australian Defence Forces to provide additional military services requiring leave in excess of the entitlement specified in sub-clause 32.3 may be granted Military Leave Top up Pay by Port Authority
- 32.6 Military Leave Top up Pay is calculated as the difference between an Employee's ordinary pay as if they had been at work, and the Reservist's pay which they receive from the Commonwealth Department of Defence.
- 32.7 During a period of Military Leave Top up Pay, an Employee will continue to accrue sick leave, annual and long service leave entitlements and Port Authority will continue to make superannuation contributions at the normal rate.
- 32.8 At the commencement of military leave in accordance with sub-clause 32.2 or 32.4, the Employee shall furnish to Port Authority a certificate of attendance and details of the Employees reservist pay signed by the commanding officer of other responsible officer.

33 JURY LEAVE

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

34 FITNESS FOR WORK

- 34.1 Port Authority is committed to providing a safe work environment and to protect the health, safety and welfare of Employees. Employees are similarly committed to their own safety, the safety of the people they work with and the community in which they work. Maintaining a level of fitness consistent with the demands of a position and the assessment of fitness is one aspect of meeting this commitment to safety.
- 34.2 It is a condition of employment that Port Authority Employees in Port Officer roles will continue to maintain a level of fitness consistent with the demands of the position. This will ensure the continued health and safety of Port Authority Employees in Port Officer roles and as such recognises that there is a range of environmental and operational conditions that could impact on the health of an Employee.
- 34.3 Subsequent to appointment and in order to ensure that prescribed fitness standards are maintained, Port Authority Employees in Port Officer roles will be required to be medically assessed every two years or on a more frequent basis if indicated by medical advice. Medical examinations to a prescribed format will be carried out by AMSA accredited doctor.

- 34.4 The ongoing standard of fitness required of Port Authority Employees in Port Officer roles will be determined as required by Port Authority of NSW in consultation with the parties and the AMSA accredited doctor in having regard to the agreed list of duties as agreed between the parties and as outlined at Schedule 1.
- 34.5 An Employee who fails to meet the prescribed fitness standards will be given an appropriate period of time, as determined on medical advice from a Port Authority nominated medical physician, to achieve the level of fitness required. Subsequently, an Employee who fails the medical re-assessment or who is deemed on medical advice not capable of regaining or maintaining a level of fitness, will be redeployed if possible or practical, or be provided access to Salary Continuance Insurance (provided the insurer's terms and conditions are met), or medically retired as per the rules of the applicable superannuation fund.
- 34.6 An Employee who fails to meet the fitness standards and/or is advised by the consulting physician on lifestyle changes, initiatives to improve fitness or other measures, will be referred to his/her personal doctor for further investigation. Any additional costs incurred by the Employee, for the purpose of re-gaining the required level of fitness, will be the responsibility of the Employee concerned. In order to assist an Employee to achieve the required fitness for work standard, Port Authority will provide a subsidised gym membership.
- 34.7 In the event of a different medical assessment between the AMSA accredited doctor and the Employees' personal doctor, the Employee will be referred to an appropriate specialist.
- 34.8 Employees returning to work after long term absences from active work will be required to undergo a functional or workplace assessment before the commencement of duties. Employees returning to active duties after a prolonged illness or injury will be required to submit a medical clearance before the resumption of duties, as well as undergo a functional/workplace assessment.
- 34.9 All parties commit to reviewing the existing Fitness for Work clause of the Agreement (including Schedule 1) and implementing a new agreed fitness standard and agreed process consistent with the demands of the positions within 18 months of the commencement of the Agreement. Any such changes shall be developed and agreed by the parties through the Port Authority Consultative Committee. Once there is agreement on the new process and/or new standard, they will take effect.

35 IMPAIRMENT DRUG TESTING

- 35.1 The parties to this Agreement are committed to the continued implementation of an impairment based Alcohol and Other Drugs Procedure for all Port Authority Employees.
- 35.2 Testing will be conducted by an independent external provider determined by Port Authority.

36 ROSTER REVIEW

- 36.1 Port Authority is entitled to review the roster arrangements that apply to Employees covered by this Agreement from time to time.

36.2 No new roster/s will be implemented except on the basis of a 60% approval of those who will work under the roster/s.

37 ALLOWANCES

Allowances are not included in the Personal Salary for the purpose of leave or redundancy payments with the exception of the CLAS and Shift Allowances.

37.1 First Aid Allowance:

- (a) First Aid Allowance will be paid annually to appointed First Aid Officers. The amount of the First Aid Allowance will increase each year of the Agreement as follows:

| From 11 October 2021 \$PA | From FFPP 1 July 2022 \$PA | From FFPP 1 July 2023 \$PA |
|------------------------------|----------------------------------|----------------------------------|
| 967 | 987 | 1,007 |

- (b) This allowance is not taken into account for the purposes of leave or redundancy payments.

37.2 Community Language Allowance Scheme ("CLAS"):

- (a) Employees who are required by Port Authority to use, read and interpret another language in the course of their duties and who have received a certificate from the approved testing authority will be paid an annual allowance pursuant to CLAS.
- (b) The amount of CLAS allowance will increase each year of the Agreement as follows:

| C.L.A.S. | From 11 October 2021 \$PA | From FFPP 1 July 2022 \$PA | From FFPP 1 July 2023 \$PA |
|------------------------|---------------------------------|----------------------------------|----------------------------------|
| All eligible Employees | 1,471 | 1,501 | 1,532 |

37.3 Shift Allowance:

- (a) The all-inclusive Shift Loading Allowance is expressed as a separate annual payment and will be paid to eligible Employees. The amount of the allowance will increase each year of the Agreement as follows:

| Shift workers Position Title | From 11 October 2021 \$PA | From FFPP 1 July 2022 \$PA | From FFPP 1 July 2023 \$PA |
|---------------------------------|---------------------------------|----------------------------------|----------------------------------|
| Port Officer Entry | 31,132 | 31,768 | 32,416 |
| Port Officer 1 | 31,132 | 31,768 | 32,416 |
| Port Officer 2 | 35,730 | 36,459 | 37,203 |
| Duty VTS Managers | 37,627 | 38,395 | 39,178 |

37.4 This allowance incorporates all considerations including physical working conditions, shift work arrangements and 24-hour operations.

37.5 On-Call Allowance:

- (a) This allowance applies to an IS (Information Technology) Employee who is formally rostered to be 'on-call' on a 7 day 24 hour basis only.
- (b) The On-Call Allowance is not applicable where an Employee may be required from time to time to carry out duties outside of their normal hours - normal work, overtime and/or time in lieu/flexible leave arrangement provisions will apply.
- (c) The On-Call Allowance is in accordance with the On Call Allowance table and is paid based on the formal rostering and completion of a 7 day week on-call roster and incorporates the following:
 - (a) the requirement to be 'on-call'.
 - (b) initial phone contact made outside of normal business hours (on each separate occasion).
 - (c) first level 'dial-up' up to a 30- minute period (on each separate occasion).

| On Call Allowance | From 11 October 2021 \$PW | From FFPP 1 July 2022 \$PW | From FFPP 1 July 2023 \$PW |
|--------------------------|--------------------------------------|---|---|
| All eligible Employees | 542 | 553 | 564 |

37.6 Call-Out Allowance:

- (a) A Call out allowance will be paid when the Employee is required to attend on-site for the purpose of resolving a technical issue. It will also be paid where extended 'dial up' is utilised to resolve a technical issue which extends beyond a 30 minute period (as defined above). For use of own car, Port Authority Policies will apply.
- (b) For all logged calls only, payment for call-outs will be:
 - (a) Monday to Friday – paid at overtime rate on current hourly base rate of pay in 15- minute increments.
 - (b) Saturday and Sunday – paid at overtime rate on current hourly base rate of pay in 15- minute increments.
 - (c) Minimum payment will be for two (2) hours – will commence at start of the journey.
 - (d) Will incorporate travel time.

37.7 Out of Port Allowance

Where Marine Operation Employees volunteer to be deployed to another port/location outside the usual Port Authority operations area in response to a marine incident, then Port Authority will pay all reasonable costs associated with that deployment e.g. Travel, accommodation and meals. In addition to costs, deployed Employees will be entitled to an additional gross payment for each full day

of their deployment. The on-call allowance will increase each year of the Agreement as follows:

| Out of Port Allowance | From 11 October 2021 \$PA | From FFPP 1 July 2022 \$PA | From FFPP 1 July 2023 \$PA |
|------------------------------|----------------------------------|-----------------------------------|-----------------------------------|
| All eligible Employees | 119 | 122 | 124 |

38 RELIEVING (HIGHER DUTIES)

- (a) An Employee is entitled to an allowance in respect of a relieving and/or interim appointment (known as Higher Duties Allowance) if:
 - (i) the position in which the Employee is relieving is higher in job value than the Employee's appointed position; and
 - (ii) the payment of Higher Duties Allowance is determined, approved and signed off by the Employee's Divisional Manager.
- (b) Higher Duties Allowance will be paid for all time off in lieu accrued by an Employee while occupying the higher position, in accordance with Clause 13.3.
- (c) If an Employee performs Higher Duties and it is considered part of the Employee's development, the Employee will not be paid Higher Duties Allowance if the relief period is of the duration of 5 days.
- (d) After the developmental period:
 - i. For Day Workers relieving or higher duties covers the short term (5 consecutive working days) absence of an Employee, or during the process of job analysis, redesign, evaluation and subsequent filling of a vacancy, where the period is expected to be less than three months;
 - ii. for Shift Workers, relieving or higher duties covers short- term relief for each completed shift when relieving duties are performed.
- (e) Where specific relief duties are included in an Employee's Position Description, the Employee will not be paid relieving allowance.
- (f) The amount of higher duties allowance will be mutually agreed between the Employee and the Port Authority Divisional Manager and People and Culture and will be calculated based on the percentage of higher duties actually performed by the Employee. The higher duty arrangement between the Employee and Port Authority must be in writing and provided to the Employee prior to the commencement of the Employee performing the higher duties.

39 EXPENSES

- 39.1 Subject, at all times, to complying with the applicable provisions of the Corporations Act, the State Owned Corporations Act 1989 (NSW), and any relevant insurance policies, the Port Authority of NSW will either provide legal representation for, or (provided that it has approved the appointment of the legal representative(s)) pay all reasonable expenses incurred in connection with the legal representation of an

Employee by Port Authority and whose conduct is the subject of an inquiry by a judicial or quasi-judicial authority or tribunal in respect of an alleged breach, by such an Employee, of any marine or port regulation except that Port Authority will not pay any expenses in circumstances where such an inquiry finds that a breach has occurred by virtue of the gross negligence or serious or wilful misconduct of the Employee.

40 PAYMENT OF SALARIES AND DEDUCTIONS

40.1 Payment of salaries

Employees will be paid fortnightly only by electronic funds transfer to a bank or non-bank financial institution of the Employee's choice.

40.2 Deductions

Port Authority will offer a maximum of eight regular and direct deductions from an Employee's net salary, including but not limited to:

- (a) Medical benefits.
- (b) Insurance benefits.
- (c) Banks or financial institutions.
- (d) Gym membership fees.
- (e) United Way.
- (f) Social Club.
- (g) Superannuation contributions.
- (h) Union fees and subscriptions.

41 SALARY PACKAGING

41.1 Subject to meeting Port Authority Policy requirements on Salary Sacrifice and complying with Australian Taxation Office rulings, salary packaging options may be arranged at the written request of an Employee. All liability for fringe benefits tax is the responsibility of the Employee.

42 MOTOR VEHICLES - NOVATED LEASES

42.1 All Employees have the option of a Novated Lease motor vehicle on salary sacrifice in accordance with Port Authority's Motor Vehicle Policy.

43 REMUNERATION STRUCTURE

43.1 Base Salary

The base salary structure effective from 11 October 2021, the first full pay period on or after 1 July 2022, and the first full pay period on or after 1 July 2023 is outlined in the following tables.

Note that tables (a), (b), (c) and (d) below are inclusive of the following agreed base salary increases:

- 2.04% effective from 11 October 2021;
- 2.04% effective from the first full pay period on or after 1 July 2022; and
- 2.04% effective from the first full pay period on or after 1 July 2023;

It is anticipated that the legislated guaranteed superannuation contributions to be made by Port Authority will be in accordance with the following table during the life of the Agreement:

| Period | Increase to legislated guaranteed superannuation contribution |
|----------------------------|---|
| 1 July 2021 – 30 June 2022 | 10% |
| 1 July 2022 – 30 June 2023 | 10.5% |
| 1 July 2023 – 30 June 2024 | 11% |

If the legislated guaranteed superannuation is less than the amount outlined in the above table in any given year, Port Authority will increase employees' base salary such that the overall increase to employees' base salary and allowances (when treated as inclusive of superannuation) is 2.5% each year. An employee's base salary in any given year will not be less than as set out in clauses 43.1(a) to (e) below.

(a) Professional & Technical and Maritime Professional Employees

| Band | Band Position | From 11 October 2021 \$PA | FROM FFPP 1 July 2022 \$PA | FROM FFPP 1 July 2023 \$PA |
|---|---------------|---------------------------|----------------------------|----------------------------|
| Professional and Technical 1 MCED Point 460- 625 | Min\$ | 141,255 | 144,137 | 147,077 |
| | Mid \$ | 166,809 | 170,212 | 173,684 |
| | Max\$ | 191,408 | 195,312 | 199,297 |
| Professional and Technical 2 MCED Point 345-459 | Min\$ | 122,115 | 124,607 | 127,148 |
| | Mid \$ | 139,726 | 142,577 | 145,486 |
| | Max\$ | 158,522 | 161,756 | 165,056 |
| Duty Manager Cruise Operations | N/A | 140,046 | 142,903 | 145,818 |
| Maritime Professional MCED Point 345-625 | Min\$ | 122,115 | 124,607 | 127,149 |
| | Mid \$ | 166,332 | 169,726 | 173,189 |

| Band | Band Position | From 11 October 2021 \$PA | FROM FFPP 1 July 2022 \$PA | FROM FFPP 1 July 2023 \$PA |
|-------------|----------------------|----------------------------------|-----------------------------------|-----------------------------------|
| | Max\$ | 191,408 | 195,313 | 199,298 |

(b) Corporate and Maritime Officer Levels 1-7

| | Corporate and Maritime Officer Level | From 11 October 2021 \$PA | From FFPP 1 July 2022 \$PA | From FFPP 1 July 2023 \$PA |
|--|---|----------------------------------|-----------------------------------|-----------------------------------|
| Corporate and Maritime Officer Level 1 | 1A | 41,846 | 42,700 | 43,572 |
| | 1B | 44,386 | 45,292 | 46,216 |
| | 1C | 48,610 | 49,602 | 50,614 |
| Corporate and Maritime Officer Level 2 | 2A | 54,495 | 55,607 | 56,742 |
| | 2B | 59,631 | 60,848 | 62,090 |
| | 2C | 65,260 | 66,592 | 67,951 |
| Corporate and Maritime Officer Level 3 | 3A | 69,235 | 70,648 | 72,090 |
| | 3B | 72,507 | 73,987 | 75,497 |
| | 3C | 75,774 | 77,320 | 78,898 |
| Corporate and Maritime Officer Level 4 | 4A | 77,951 | 79,542 | 81,165 |
| | 4B | 81,630 | 83,296 | 84,996 |
| | 4C | 85,311 | 87,052 | 88,828 |
| Corporate and Maritime Officer Level 5 | 5A | 87,761 | 89,552 | 91,379 |
| | 5B | 91,902 | 93,777 | 95,691 |
| | 5C | 96,033 | 97,993 | 99,993 |
| Corporate and Maritime Officer Level 6 | 6A | 98,790 | 100,806 | 102,863 |
| | 6B | 103,451 | 105,562 | 107,716 |
| | 6C | 108,110 | 110,316 | 112,567 |
| Corporate and Maritime Officer Level 7 | 7A | 111,215 | 113,484 | 115,800 |
| | 7B | 116,458 | 118,834 | 121,259 |
| | 7C | 121,699 | 124,182 | 126,716 |

(c) Port Officer Levels

| Shift workers Position Title | From 11 October 2021 \$PA | From FFPP 1 July 2022 \$PA | From FFPP 1 July 2023 \$PA |
|---|--|---|---|
| Port Officer Entry | 86,892 | 88,665 | 90,473 |
| | *31,132 | *31,768 | *32,416 |
| Port Officer 1 | 102,428 | 104,517 | 106,649 |
| | *31,132 | *31,768 | *32,416 |
| Port Officer 2 | 123,944 | 126,472 | 129,052 |
| | *35,730 | *36,459 | *37,202 |

* Denotes Shift Allowance brought forward from Clause 37.3 (a).

(d) Vessel Traffic Service Levels

| Shift workers Position Title | From 11 October 2021 \$PA | From FFPP 1 July 2022 \$PA | From FFPP 1 July 2023 \$PA |
|--|--|---|---|
| Duty VTS Manager | 162,675 | 165,994 | 169,380 |
| | *37,627 | *38,395 | *39,178 |
| Vessel Traffic Services Officer Entry | 108,900 | 111,122 | 113,389 |
| | *31,132 | *31,768 | *32,416 |
| Vessel Traffic Officer | 115,782 | 118,144 | 120,554 |
| | *31,132 | *31,768 | *32,416 |

* Denotes Shift Allowance brought forward from Clause 37.3 (a).

43.2 Job Evaluation and New Classifications.

- (a) Where an Employee and their Manager agree that accountabilities of the position have substantially changed, the position will be evaluated using the MCED Job Evaluation System.
- (b) Where an Employee's position is evaluated at a lower level than the present level of the position, notwithstanding the outcome of the evaluation, the Employee will maintain their current salary as Personal Salary, Future recruitment for these positions will, however, be on the evaluated level of the position, with the exception of VTS Officers or Duty VTS Managers during the life of this Agreement.

- (c) New Classifications: Port Authority during the life of this Agreement agrees to negotiate with the unions prior to any new classification that is intended to be introduced for Marine Services Employees.

43.3 Movement Through the Banding Structure (Structural/Merit Salary Adjustment)

- (a) Employees have the opportunity to apply for higher level roles when vacancies are advertised via Port Authority's email system. Employees selected to fill internal vacancies will be done so on merit.

43.4 Employees may be paid at a higher level within their band or moved to the next level based on merit at the discretion of the Executive Team based on the following:

- (a) consistent superior performance;
- (b) a written recommendation by the manager/ supervisor and the Divisional Manager to the Head of People and Culture;
- (c) a substantial change in duties and responsibilities that will warrant re-evaluation of the role; or
- (d) movement along the Professional and Technical Band ranges may also occur through economic or market rate adjustments.

44 SUPERANNUATION

44.1 Port Authority will make superannuation contributions into a complying superannuation fund (below) in accordance with the superannuation guarantee legislation.

44.2 The following superannuation schemes shall be recognised and utilised for Port Authority contributions and will, subject to individual fund eligibility rules, be available to Employees. These funds will also operate as the default funds. Only the Aware Super and Maritime Super (MS) are active schemes available to new Employees. The recognised funds are:

- (a) Aware Super
- (b) Maritime Super (MS)
- (c) State Authorities Superannuation Scheme (**SASS**) (closed fund)
- (d) State Superannuation Scheme (SSS) (closed fund)

44.3 An Employee may request that superannuation contributions be directed to a compliant scheme other than the above four schemes above in line with Choice of Fund legislation.

44.4 The following will apply in respect of superannuation contributions to an accumulation funds:

- (a) In addition to SGC requirements, Port Authority will match 1% for each 1% the Employee personally contributes voluntarily to the fund. The Port Authority matching amount will be capped at 2%. Port Authority recognises this matching agreement originated in a prior Agreement in which Employees elected to have increased superannuation in lieu of the equivalent amount in salary.

44.5 The Employee contributions to superannuation will be treated as salary sacrifice.

44.6 All existing superannuation arrangements superior to those identified in this agreement will be maintained.

45 TERMINATION OF EMPLOYMENT

45.1 Notice of termination by Port Authority

- (a) After the qualifying period, and in order to terminate the employment of a full-time or part-time Employee, Port Authority will give the Employee 2 weeks' notice or such greater period as prescribed by the Act.
- (b) Payment in lieu of the notice will be made if the appropriate notice period is not required to be worked. The payment will be based on the Superable Salary.
- (c) Any payment in lieu of notice will be calculated in accordance with the Act.

45.2 Summary dismissal

The period of notice in this clause will not apply in the case of dismissal for conduct that justifies instant dismissal.

45.3 Notice of termination by Employee

- (a) An Employee is required to give Port Authority two weeks' notice to terminate his/her employment.
- (b) If the Employee fails to give the required notice, Port Authority has the right to withhold monies due to the Employee to a maximum amount equal to the ordinary time rate of pay for the period of notice.

45.4 Time Off During Notice Period

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

45.5 Retirement

If an Employee wishes to retire from their employment with Port Authority, it is Port Authority's preference that the Employee gives 90 days' notice of the retirement. The Employee acknowledges that this period of notice is to allow Port Authority to explore options regarding the recruitment and training of other Employees to fill the Employee's role post retirement.

46 EMPLOYMENT LEVELS

46.1 Port Authority determines the organisational structure and employment levels based on its business needs from time to time. Where this determination reduces the overall Employee numbers, consultation will occur with the affected Employees.

46.2 For the term of this Agreement, Employee reductions will be through natural attrition, redeployment, poor performance, voluntary redundancy, or retirement.

46.3 Any Employee whose position changes substantially or is not required during the term of this Agreement, may be transferred to other positions within Port Authority,

or offered voluntary redundancy in accordance with the provisions of this Agreement.

46.4 This undertaking will not have any effect on the process of performance of disciplinary matters, which are pursued separately.

47 VOLUNTARY REDUNDANCY

47.1 Voluntary Redundancy

In the event that Port Authority is required to reduce numbers of Employees through restructuring, the parties to this Agreement reserve the right to negotiate a Voluntary Redundancy package (which does not include an entitlement to leave loading). The agreed Port Authority Voluntary Redundancy Package may differ from, but shall be no less than, the Voluntary Redundancy provisions contained in this Agreement.

47.2 Definition

Redundancy occurs when the position of a Port Authority Employee is no longer required to be performed and the Employee's employment is terminated. This may occur in the event of a restructure. Redundancy will not apply where employment is terminated as a consequence of conduct that justifies instant dismissal including inefficiency during the qualifying period, neglect of duty or misconduct.

47.3 Excluded Employees

This clause does not apply to casual Employees, trainees or Employees engaged for a specific period of time or for a specific task.

Trainees who are engaged for a specific period of time will, once the traineeship is completed and provided that the trainee's services are retained, will have their training period counted towards service in determining entitlements. If the Trainee's engagement is terminated at the end of his or her traineeship and is re-engaged by Port Authority within six months of such termination, the period of the traineeship will be counted as service in determining any future redundancy entitlements.

47.4 Filling positions

Where as a result of restructuring, a position which did not have an equivalent in the old structure is created, or a new position results, the order for filling the vacancy will be as follows:

- (a) Through redeployment or transfer of a supernumerary Employee where the Personal Salary of the Employee so transferred is greater than the salary for the position and the competencies of the position are held by the Employee or can be obtained within 3 months.
- (b) For 12 months following the date of transfer, there will be salary maintenance. Following this, the Personal Salary paid to the Employee will reduce to the salary level for the position unless otherwise agreed.
- (c) Where more than one Employee is available for redeployment, selection will be based on merit and skill levels.

47.5 Transfer to lower paid duties

Where an Employee is transferred to lower paid duties following the Employee's position being made redundant, the same period of notice must be given to the Employee, as the Employee would have been entitled to if the Employee's employment had been terminated. Port Authority may decide to make payment in lieu of such notice of an amount equal to the difference between the former ordinary rate of pay and the new ordinary time for the number of weeks of notice remaining.

47.6 Voluntary Redundancy Payment

Port Authority may offer an Employee termination of employment on the basis of a voluntary redundancy. If the Employee accepts the offer of voluntary redundancy, the Employee is entitled to the Port Authority Voluntary Redundancy Package which, as set out in the Port Authority Voluntary Redundancy Policy, is paid on all superable salary and which contains the following payment components:

- (a) Four (4) weeks' notice or pay in lieu of the notice period;
- (b) An additional one (1) weeks' notice, or pay in lieu for Employees aged 45 years or over, with five or more years of completed service;
- (c) Severance pay at the rate of two weeks per year of continuous service capped to a maximum of twenty six (26) weeks;
- (d) Employees who accept an offer of voluntary redundancy within two weeks of the offer being made and terminate employment within the time nominated by the employer and agreed by the Employee, will be entitled to the following payments:

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

- (e) The benefit allowable as a contributor to a Superannuation Fund.
- (f) Up to \$5,000 paid by Port Authority to provide either:
 - (i) outplacement services, financial planning advice or retraining, to be determined and arranged by Port Authority as described in clause 47.9, OR
 - (ii) additional amount of four (4) weeks' pay capped at a maximum of \$5,000 per Employee, in lieu of the services as described above.
- (g) An additional payment by Port Authority as detailed in the table below:

| Period of Continuous Service with the Port Authority | Under 40 years of age | Over 40 years of age |
|---|------------------------------|-----------------------------|
| Less than 1 year | 4 weeks pay | 4 weeks pay |
| 1 year + but less than 2 years | 8 weeks pay | 8 weeks pay |
| 2 years + but less than 3 years | 12 weeks pay | 12 weeks pay |
| 3 years + but less than 4 years | 16 weeks pay | 26 weeks pay |
| 4 years + but less than 5 years | 20 weeks pay | 26 weeks pay |

| | | |
|---------------------------------|--------------|--------------|
| 5 years + but less than 6 years | 24 weeks pay | 26 weeks pay |
| 6 years and/or more years | 26 weeks pay | 26 weeks pay |

47.7 Employee leaving during notice period

An Employee whose employment is terminated by reason of voluntary redundancy may terminate his or her employment during the period of notice. The Employee will not be entitled to payment in lieu of notice.

47.8 Time off during notice period

During the period of notice of termination given by Port Authority, the Employee will be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.

If the Employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the Employee will, at the request of Port Authority be required to produce proof of attendance at an interview or he or she will not receive payment for the time off. A statutory declaration is sufficient for this purpose

47.9 Support Services

Port Authority provides a number of support services, which can be accessed by Employees who are redundant to the needs of Port Authority's business as a result of restructuring and or/organisational change.

48 CONSULTATION

48.1 Consultation on Major Change

This term applies if:

- (a) Port Authority has made a definite decision to introduce a major change to production, program, organisation, structure, or technology in relation to its enterprise and the change is likely to have a significant effect on Employees covered by this Agreement; or
- (b) Port Authority proposed to introduce a change to the regular roster or ordinary hours of work of Employees.

48.2 Major Change

- (a) Port Authority must, in writing, notify the relevant Employees and the Unions of the decision to introduce the major change; and
- (b) Clauses 48.3 to 48.8 apply.

48.3 The Employees may appoint a representative for the purposes of the procedures in this term, if:

- (a) a relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation; and

- (b) the Employee/s advises Port Authority of the identity of the representative, Port Authority must recognise the representative.

48.4 As soon as practicable after making its decision, Port Authority must:

- (a) discuss with the relevant Employees, their representative, if appointed, in accordance with clause 48.3, and the Unions:
 - (i) the introduction of the change; and
 - (ii) the effect the change is likely to have on Employees; and
 - (iii) measures Port Authority is taking to avert or mitigate the adverse effect of the change on the Employees; and
- (b) for the purposes of the discussion - provide, in writing, to the Employees:
 - (i) all relevant information about the change including the nature of the change proposed; and
 - (ii) information about the expected effects of the change on the Employees; and
 - (iii) any other matters likely to affect the Employees.

48.5 However, Port Authority is not required to disclose confidential or commercially sensitive information to the Employees or their representatives.

48.6 Port Authority must give prompt and genuine consideration to matters raised about the major change by the Employees and their representatives.

48.7 If a term in the Agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of Port Authority, the requirements set out in subclauses 48.2(a), 48.3 and 48.5 are taken not to apply.

48.8 In this term, a major change is likely to have a significant effect on Employees if it results in:

- (a) the termination of the employment of Employees; or
- (b) major change to the composition, operation or size of Port Authority's workforce or part thereof or to the skills required of Employees; or
- (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
- (d) the alteration of hours of work; or
- (e) the need to retrain Employees; or
- (f) the need to relocate Employees to another workplace; or
- (g) the restructuring of jobs.

48.9 Change to Regular Roster or Ordinary Hours of Work

- (a) For a change referred to in clause 48.1(b), Port Authority must notify the relevant Employees of the proposed change; and
- (b) Clauses 48.10 to 48.13 apply.

48.10 The Employees may appoint a representative for the purposes of the procedures in this term, if:

- (a) a relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation; and
- (b) the Employee, or Employees, advises Port Authority of the identity of the representative, Port Authority must recognise the representative.

48.11 As soon as practicable after proposing to introduce the change, Port Authority must:

- (a) discuss with the relevant Employees the introduction of the change; and
- (b) for the purposes of the discussion, provide to the relevant Employees:
 - (i) all relevant information about the change, including the nature of the change; and
 - (ii) information about what Port Authority reasonably believes will be the effects of the change on the Employees; and
 - (iii) information about any other matters that Port Authority reasonably believes are likely to affect the Employees; and
- (c) invite the relevant Employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).

48.12 However, Port Authority is not required to disclose confidential or commercially sensitive information to the relevant Employees or their representatives.

48.13 Port Authority must give prompt and genuine consideration to matters raised about the change by the relevant Employees and their representatives.

48.14 The Port Authority Consultative Committee

- (a) For the purposes of this subclause 48.14 consult means:
 - (i) notify about the relevant change,
 - (ii) discuss the introduction of the change, its likely effect on employees and any measures to avoid or reduce any adverse effect of the change on employees,
 - (iii) provide a reasonable opportunity for all parties to this Agreement to raise any matter they want considered in relation to the change, and
 - (iv) give due consideration to all matters raised by any party, however this does not constitute agreement.

The Parties to this Agreement will consult in a positive fashion to identify and implement continuous improvements that enhance Port Authority services and value to customers.

Any differences that may arise as to the definition and application of this Agreement or other industrial matters or grievances shall be resolved amicably through the normal processes of ongoing consultation such as Port Authority Consultative Committee and other established dispute resolution procedures. Normal work shall continue until the matter is resolved through consultation, discussion or, if necessary, mediation through the assistance of another Third Party jointly agreed to.

- (b) Port Authority recognises the value of involving its Employees in communication and discussions on issues that affect them. The vehicle for this is the Port Authority Consultative Committee.
 - (i) The Port Authority Consultative Committee shall comprise of representatives from management, an officer of the AMOU and MUA and workplace representatives and shall meet at least once in each two (2) months for four (4) hours or as necessary, or as agreed.
 - (ii) The Port Authority Consultative Committee will act as a consultative body in relation to workplace issues that have significant consequences, including People & Culture policies, vessel replacement and vessel procurement, and change management, relating to all staff covered by the current enterprise agreement. Port Authority People and Culture Policies as determined by the Executive or Senior Manager of the Division shall be tabled to the Port Authority Consultative Committee for consideration and review prior to implementation. The Port Authority Consultative Committee may form sub-committees that shall deal with any other delegated matters.

48.15 Workplace Representatives

- (a) (a) Port Authority recognises the importance of Employee workplace representatives and therefore provides the following support subject to prior approval by the Head of People and Culture:
 - (i) allowing workplace representatives reasonable opportunity to carry out Port Authority related business on-site at times mutually convenient to the Employee and Port Authority;
 - (ii) allowing workplace representatives reasonable time to attend meetings called by management, their Union or the Port Authority Consultative Committee; and
 - (iii) the right to reasonable access of a telephone, fax, photocopying, internet and email facilities for the purpose of carrying out work as a workplace representatives and consulting with workplace colleagues.

48.16 Firefighting vessel replacement

- (a) Port Authority agrees that employee numbers and employee hours of work and pay will not be reduced as a direct result of the retirement of the firefighting tugs, "Shirley Smith" and "Ted Noffs", which is expected to occur during the course of this Enterprise Agreement term.

49 PUBLIC HOLIDAYS

49.1 Employees, other than casuals, will be entitled to the following holidays (or as defined by NES) without loss of pay: New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, National Aboriginal Day (for declared Aboriginal Employees), Labour Day, Christmas Day and Boxing Day.

49.2 All time worked by an Employee, other than casual Employees and Shift Workers on a public holiday, will be paid for at the rate of double time and one half for the hours worked, with a minimum of four hours additional pay. Alternatively, such

Employee who worked on a prescribed public holiday may, by agreement, perform such work at ordinary rates plus half-time additional in that week provided that equivalent paid time is added to the Employee's annual leave or one day in lieu of such public holiday will be allowed to the Employee during the week in which such holiday falls. Provided that such holiday may be allowed to the Employee within 28 days of such holiday falling due.

- 49.3 Where in a State or Territory or locality within a State or Territory an additional public holiday (other than Easter Saturday) is proclaimed or gazetted by the authority of the Commonwealth Government or of a State or Territory Government and such proclaimed or gazetted holiday is to be observed generally by persons throughout the State or Territory or a locality thereof, or when such a proclaimed or gazetted day is, by any required judicial or administrative order, to be so observed, then such day will be deemed to be a holiday for the purposes of this Agreement, for Employees covered by this Agreement who are employed in the State, Territory or locality in respect of which the holiday has been proclaimed or ordered as required.

50 DISPUTE SETTLEMENT PROCEDURES

50.1 In the event of a dispute on any matter connected to this Agreement the Parties to this Agreement agree that the following steps shall apply:

- (a) **Step 1** – Employees or their workplace representative should contact the relevant supervisor in the first instance. The supervisor must commence to deal with the dispute as quickly as possible, usually within 24 hours of being notified.
- (b) **Step 2** – If the dispute is unresolved, the Employees or their workplace representative may approach the Department Manager or equivalent to resolve the dispute. Where the grievance has industrial or human resources implications, the Department Manager shall consult the People and Culture Division to arrange discussions between the relevant parties as soon as practicable.
- (c) **Step 3** – At this point, if the dispute remains unresolved the Head of People and Culture shall inform the Chief Executive Officer and the Employees may refer the matter to their chosen representatives (which may include an officer of the AMOU or MUA) for resolution.
- (d) **Step 4** – If the matter is unresolved the parties may agree to seek the assistance of an agreed mediator.
- (e) **Step 5** – In the event that the preceding steps have failed to resolve the dispute a party to this Agreement may refer the dispute to Fair Work Commission for conciliation and/or arbitration.
- (f) The parties may appoint a person to represent them throughout the dispute procedure expressed in this Clause. The parties agree that the person appointed may include a legal practitioner. The parties agree that any decision or determination of FWA under this Clause shall be binding and final, subject to any right of appeal to a Full Bench of FWA
- (g) The parties to the dispute will meet their own legal costs.

50.2 The above procedure will also apply to disputes about the NES.

51 INDIVIDUAL FLEXIBILITY ARRANGEMENTS

51.1 Individual Flexibility Arrangement

Notwithstanding any other provision of this Agreement, Port Authority and an individual Employee may agree to vary the terms of this Agreement (“the flexibility arrangement”) relating to the arrangements for the taking of leave, hours of work and shift patterns provided that the flexibility arrangement is genuinely agreed to by Port Authority and the individual Employee; and the individual Employee is better off overall in relation to the individual Employee’s terms and conditions of employment.

51.2 For the flexibility arrangement to come into operation, it must:

- (i) be in writing, name the parties to the agreement and be signed by Port Authority and the individual Employee. If the individual Employee is under 18 years of age, the agreement must be signed by a parent or guardian of the Employee;
- (ii) state each term of this Agreement that Port Authority and the individual Employee have agreed to vary;
- (iii) detail how the application of each term has been varied by the flexibility arrangement between Port Authority and the individual Employee;
- (iv) detail how the agreement does not disadvantage the individual Employee in relation to the individual Employee’s terms and conditions of employment; and
- (v) state how the flexibility arrangement can be terminated; and
- (vi) state the date the flexibility arrangement commences.
- (vii) Port Authority will give the individual Employee a copy of the flexibility arrangement within 14 days after it is agreed to and keep the agreement as a time and wages record.

51.3 The flexibility arrangement may be terminated:

- (i) by Port Authority or the individual Employee giving 28 days’ notice of termination, in writing, to the other party; or
- (ii) at any time, by written agreement between Port Authority and the individual Employee.

51.4 Flexibility Working Arrangements

- (a) An eligible Employee may request (in writing) for a change in working arrangements if the Employee:
 - (i) is a parent or has responsibility for the care of a child who is of school age or younger; or
 - (ii) is a carer (within the meaning of the **Carer Recognition Act 2010**);
 - (iii) has a disability;
 - (iv) is 55 or older;
 - (v) is experiencing violence from a member of the Employee’s family;
 - (vi) provides care or support to a member of the Employee’s immediate family, or a member of the Employee’s household, who requires care or

support because the member is experiencing violence from the member's family.

- (b) An eligible Employee includes:
 - (i) A full or part time Employee who has completed at least 12 months continuous service at the date of the written request; or
 - (ii) A long-term casual Employee who has a reasonable expectation of continuing employment with Port Authority and works on a regular and systematic basis at the date of the written request.

52 TRADE UNION TRAINING LEAVE

52.1 Paid leave may be granted up to a maximum of 84 hours (Day Workers) or 91.2 hours (Shift Workers), in any period of two years to an Employee to attend short Trade Union Training courses, conferences or seminars conducted by or with the support of the ACTU, subject to the following conditions:

- (a) The operating requirements permit the granting of leave.
- (b) That the scope, content and level of the short course is such as to contribute to a better understanding of Employee Relations and be of benefit to Port Authority as a whole.
- (c) Leave granted for trade union training will count as service for all purposes.
- (d) The Employee concerned will meet expenses associated with attendance at such courses or seminars but leave may include travelling time necessarily required during working hours to attend such courses or seminars.
- (e) An application for leave must be accompanied by a statement from the Union that it has nominated the Employee concerned for such course or seminar and support the application.
- (f) Port Authority will solely determine whether conditions 51.1 (a) and 51.1 (b) have been met.

53 LEGAL REPRESENTATION

53.1 Where an Employee is named as an individual party to a claim made against them for conduct arising out of or in the course of their employment with Port Authority, Port Authority may provide legal representation for, or (provided it has first approved the appointment of the legal representative(s)), pay all reasonable expenses incurred in connection with the defence of the claim. Such legal representation is at the discretion of the Chief Executive Officer and may either be joint or individual depending on the circumstances and nature of the claim.

53.2 Notwithstanding the above Clause 53.1, Port Authority will not pay any expenses and will be entitled to reimbursement of any paid expenses in circumstances where the Employee is found to have acted with gross negligence or serious or wilful misconduct.

53.3 For the purpose of this clause, gross negligence means "serious negligence amounting to reckless disregard for the high degree of risk or the likely consequences of the conduct on the part of the person acting or omitting to act.

Signed as an agreement on

Signed for and on behalf of Newcastle Port Corporation t/as Port Authority of New South Wales by its authorised representative in the presence of:

Signature of witness

Signature of authorised representative

Print Name & Address

Print Name & Address

Position

Position

Signed for and on behalf of the **Australian Maritime Officers Union** by its authorised representative in the presence of:

Signature of witness

Signature of authorised representative

Print Name & Address

Print Name & Address

Position

Position

Signed for and on behalf of the **Construction, Forestry, Maritime, Mining and Energy Union, the Maritime Union of Australia Division** by its authorised representative in the presence of:

Signature of witness

Signature of authorised representative

Print Name & Address

Print Name & Address

Position

Position

SCHEDULE 1

MEDICAL ASSESSMENT CRITERIA

| VISION | Achieved | HEARING/SPEECH | Achieved |
|--|-----------------|---|-----------------|
| Read instructions, procedures | Y | Give/take instructions | Y |
| Read gauges, dials | Y | Use 2-way radio | Y |
| Read labels on chemicals | Y | Listen to machinery, e.g. Crane | Y |
| Distance vision when operating small craft, crane, hoist | Y | Hear warning signals / alarms | Y |
| See navigation lights of other vessels, beacons, lighthouses, etc | Y | Use hands free headsets to communicate by radio in rough seas | Y |
| Distinguish red / green coloured lights | Y | | |
| Distinguish coloured light alarms | Y | | |
| Stand watch - night vision and depth perception | Y | | |
| Near vision for identifying shackles, markings on slings, bolts, nuts, screws, etc | Y | | |

| CONSCIOUSNESS | Achieved |
|---|-----------------|
| Alert to movements of other persons, operating machinery, ship's small craft and helicopter | Y |
| Monitor equipment including radar, digital and analogue read outs on gauges, GPS, compass and generally assist officer on watch | Y |

| PHYSICAL | Achieved |
|---|-----------------|
| Manual dexterity to tie knots, splice rope, repair / use canvas tarpaulins, place slings, use pliers, spanners and other hand tools | Y |
| Pulling knobs, levers, pushing buttons to operate crane, machinery, incinerator | Y |
| Reaching and working overhead | Y |
| Climbing ship's rope ladders (3m) in rough seas, and steel rung ladders on towers (up to 5m) whilst carrying ropes, light tool bag | Y |
| Lifting weights up to 50 kg (two person lift) | Y |
| Lifting cables, boxes, batteries, winches, hoists up to 25 kg | Y |
| Use powered tools, saws, drills, rattle guns, chisels, sledgehammers | Y |
| Mooring/unmooring vessels | Y |
| Use air/electric chain hoists - pulling on ropes, chain, and pressing buttons on handheld control box | Y |
| Handle cargo on the back deck of vessel | Y |
| Handle wires, chains and ropes during anchor handling | Y |
| Hook and unhook tows | Y |

Schedule 2: Regional Ports

The following outlines the specific conditions of employment applicable to the primary locations of the Regional Ports of Eden and Yamba, New South Wales; all other conditions of employment are governed by the clauses within this agreement. Where there is conflict between Schedule 2 and the Agreement, then the provisions of Schedule 2 shall prevail.

1. PORT SERVICES OFFICER & PORT OFFICER

Hours of work

Ordinary hours of work will be an average of 38 hours per week over a cycle of 4 weeks on any day Monday to Friday (excluding Saturday and Sunday). The total ordinary hours will be 152 in the 4-week cycle.

Ordinary hours worked on any day Monday to Friday are hours worked between 0600 and 1800.

Additional Hours and Overtime

For the purposes of additional hours or overtime outside ordinary hours worked will be paid in accordance with Clause 15.

Annual Leave

- a) All port service officers will be entitled to 190 hours (25 days) annual leave for each completed year of service
- b) All other annual leave provisions will be governed by Clause 22 of this Agreement

Long Service Leave

Long service entitlements will be governed by Clause 23 of this agreement with an entitlement of 44 days after 10 years of service and a further 11 days for every further year of completed service.

Personal Leave

All port services officers will be entitled to accrue 76 hours (10 days) per annum. All other personal leave provisions will be governed by Clause 24 of this Agreement

2. DECK HAND- CASUAL (YAMBA)

Hours of work

Hours of work will be agreed on an as needs basis in order to meet operational and business requirements.

Leave

As a casual Employee, a casual loading of 25% in lieu of annual leave and personal leave will be paid. All provisions relating to a casual Employee will be governed by Clause 9.4 of this Agreement.

Long service leave will be calculated on the basis of hours worked, in accordance with Clause 23 of this Agreement, with an entitlement of 44 days after 10 years of service and a further 11 days for every further year of completed service.

3. MARINE PILOT CASUAL (YAMBA)

Hours of work

Hours of work will be agreed on an as needs basis in order to meet operational and business requirements.

Leave

As a casual Employee, a casual loading of 25% in lieu of annual leave and personal leave will be paid. All provisions relating to a casual Employee will be governed by Clause 9.4 of this Agreement.

Long service leave will be calculated on the basis of hours worked, in accordance with Clause 23 of this agreement, with an entitlement of 44 days after 10 years of service and a further 11 days for every further year of completed service.

4. Remuneration Structure

The base salary structure effective from 11 October 2021, the first pay period on or after 1 July 2022, and the first pay period on or after 1 July 2023 is outlined in the following table.

Note the table is inclusive of a 2.04% base salary increase:

| Regional Ports | From 11 October 2021 \$PA | From FFPP 1 July 2022 \$PA | From FFPP 1 July 2023 \$PA |
|------------------------------|--------------------------------------|---|---|
| Port Services Officer | 115,305 | 117,658 | 120,059 |
| Port Officer | 86,892 | 88,665 | 90,474 |
| Deck Hand (Yamba) | 73,595 | 75,097 | 76,629 |
| Pilot Casual (Yamba) | 218,404 | 222,860 | 227,407 |

Schedule 3: Positions not covered by the Agreement

The following is a non-exclusive or non-exhaustive list of positions not covered by the Agreement:

Community and Stakeholder Relations Manager
Company Secretary
Cruise Gangway Support
Group Survey Manager
Manager, Compliance and Planning
Manager, Corporate Affairs
Manager, Marine Operations
Manager, Marine Projects
Manager, Ministerial Relations and Policy
Manager, Port Services
Return To Work Manager
Senior Asset and Development Manager
Senior Asset Manager
Senior Media Officer
Senior Planning and Sustainability Manager
Senior Project Manager
Strategic Commercial Advisor
Venue Manager

It is noted that position titles are subject to vary from time to time. If amended, such amendments will be tabled in the Port Authority Consultative Committee.