



# DECISION

*Fair Work Act 2009*  
s.185—Enterprise agreement

## **Port of Newcastle Operations Pty Ltd T/A Port of Newcastle** (AG2023/2137)

### **PORT OF NEWCASTLE ENTERPRISE AGREEMENT 2023**

Maritime industry

DEPUTY PRESIDENT BEAUMONT

PERTH, 14 JULY 2023

#### *Application for approval of the Port of Newcastle Enterprise Agreement 2023*

[1] Port of Newcastle Operations Pty Ltd T/A Port of Newcastle (the **Applicant**) has made an application for the approval of an enterprise agreement known as the *Port of Newcastle Enterprise Agreement 2023* (the **Agreement**). The application was made under s 185 of the *Fair Work Act 2009* (Cth) (the **Act**). The Agreement is a single enterprise agreement.

[2] On the basis of the material contained in the application and accompanying declarations, I am satisfied that each of the requirements of ss 186, 187 and 188 of the Act as are relevant to this application for approval have been met.

[3] The Australian Maritime Officers' Union, the Construction, Forestry, Maritime, Mining and Energy Union and The Australian Institute of Marine and Power Engineers (together, the **organisations**), being bargaining representatives for the Agreement, have given notice under s 183 of the Act that they want the Agreement to cover them. In accordance with s 201(2), and based on the declarations provided by the organisations, I note that the organisations are covered by the Agreement.

[4] The Agreement was approved on 14 July 2023 and, in accordance with s 54, will operate from 21 July 2023. The nominal expiry date of the Agreement is 31 December 2026.



DEPUTY PRESIDENT

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Port of Newcastle  
ENTERPRISE  
AGREEMENT 2023

## CONTENTS

1. TITLE .....	3
2. PARTIES TO AGREEMENT .....	3
3. PERIOD OF OPERATION .....	3
4. OBJECTIVES .....	3
5. NO EXTRA CLAIMS COMMITMENT .....	4
6. DEFINITIONS .....	4
7. CONTRACT OF EMPLOYMENT.....	5
8 NATIONAL EMPLOYMENT STANDARDS (NES) .....	8
9 FLEXIBILITY TERM.....	8
10 CLASSIFICATION STRUCTURE - GRADES.....	9
11 POLICIES AND PROCEDURES.....	9
12 REMUNERATION .....	9
13 PON PERFORMANCE ANNUAL REVIEW SYSTEM (PAR).....	13
14 SUPERANNUATION.....	13
15 HOURS OF WORK.....	14
16. OVERTIME .....	18
17. LEAVE .....	19
18. INCOME PROTECTION .....	25
19. PAYMENT OF UNION DUES.....	25
20. PORT OF NEWCASTLE CONSULTATIVE COMMITTEE .....	25
21. DELEGATES CHARTER.....	26
22. CONSULTATION .....	26
23. WORK ENVIRONMENT.....	28
24. RECRUITMENT.....	29
25. RIGHT TO DISCONNECT .....	29
26. FITNESS FOR WORK .....	29
27. EMPLOYMENT SECURITY.....	29
28. TRANSFER OF BUSINESS.....	30
29. TERMINATION .....	30
30. REDUNDANCY.....	31
31. ANTI-DISCRIMINATION .....	34
32. LEGISLATIVE CHANGES .....	35
33. DISPUTE RESOLUTION CLAUSE .....	35
SCHEDULE A.....	36

## 1. TITLE

This Agreement shall be known as the Port of Newcastle Enterprise Agreement 2023.

## 2. PARTIES TO AGREEMENT

This Agreement applies to, binds and covers the following parties:

1. Port of Newcastle (PON);
2. Australian Maritime Officers Union, Level 1, 52 Buckingham Street, Surry Hills, Sydney, 2010;
3. Maritime Union of Australia a Division of the Construction, Forestry, Maritime, Mining and Energy Union;
4. The Australian Institute of Marine and Power Engineers,; and
5. All PON Employees, whether members of any of the above organisations of employees or not, with the exception of employees engaged primarily in the functions of human resources, legal, and work health and safety, and senior managers employed under contract (**Employees**).

## 3. PERIOD OF OPERATION

- a) This Agreement shall commence seven days after the date of approval by the Fair Work Commission (**Commencement Date**) and its nominal expiry date shall be 31 December 2026.
- b) This Agreement operates to the exclusion of any industrial award or enterprise agreement that could otherwise apply.
- c) For the purposes of approval of this Agreement and application of the Better Off Overall Test, the Port Authorities Award 2020 will be used as the reference instrument, as applicable.
- d) The parties to this Agreement agree to commence negotiations for the next "Port of Newcastle Enterprise Agreement" at least six months prior to the nominal expiry date of this Agreement. The parties intend to conclude these negotiations prior to the nominal expiry date. The parties agree that the intention is for a new Agreement to commence on 1 Jan 2027.
- e) The parties acknowledge and agree that the 4% increase to base salary made on successful positive vote of the Agreement will be backdated to 1 July 2023 for eligible employees if Fair Work Commission approval is achieved after this date.

## 4. OBJECTIVES

The principal objectives of PON are as set out in PON's Strategic Business Plan:

Our vision is to maintain Newcastle's position as one of the leading and most efficient global scale coal export ports and facilitate the continued growth and development of existing and new trades sustainably.

Our mission is to promote and support the prosperity of the Hunter Region and New South Wales in a sustainable manner.

We will:

- Provide efficient port infrastructure to facilitate regional, state and national economic growth
- Maintain a safe and rewarding workplace for all employees
- Promote and facilitate improvements to supply chain performance
- Collaborate with stakeholders to deliver the benefits of trade growth
- Manage the environmental impacts of port operations and development
- Deliver effective commercial outcomes for customers
- Undertake sustainable investment and deliver commercial returns to shareholders

The enterprise agreement should be interpreted consistently with those objectives.

## **5. NO EXTRA CLAIMS COMMITMENT**

The parties shall not make any further claims as to remuneration or conditions of employment during the nominal term of this Agreement.

## **6. DEFINITIONS**

- a) "Additional hours" shall mean the hours required to be worked in accordance with this Agreement beyond ordinary hours as defined in the "Hours of Work" clause.
- b) "Annualised salary" where applicable shall consist of base salary together with shift allowance.
- c) "Casual Employee" shall mean any Employee engaged on an irregular day- to-day basis on hourly hire.
- d) "Day Worker" shall mean any Employee who is not engaged in shift work.
- e) "Dredge Officers" shall mean the Dredge Master, Dredge Engineer, Dredge Mate and Dredge Crew working on the Dredger.
- f) "Employee" shall mean any persons engaged by PON on a full time, casual, temporary or part-time basis, to whom this Agreement applies, but does not include any person who resigned or whose services were terminated prior to the date of approval of this Agreement.
- g) "Fair Work Act" means *Fair Work Act 2009* (Cth) or as amended.
- h) "Full-time Employee" shall mean any Employee engaged on a regular basis for 35 or 38 hours per week.
- i) "FWC" means Fair Work Commission.
- j) "Hourly Rate" shall be calculated by dividing the base salary by 52 and dividing that rate by 35 or 38 depending upon the hours applicable to each classification prior to this Agreement.

- k) "NES" means National Employment Standards.
- l) "Non-Operational Employee" means all Employees other than Operational Employees.
- m) "Operational Employee" means Employees employed as Dredge Officers, Vessel Schedulers, Sweep Vessel Operators or Wharf Officers
- n) "Part-time Employee" means any Employee engaged for regular hours that are less than the maximum ordinary hours for the position.
- o) "PON" shall mean Port of Newcastle.
- p) "Shift Worker" for the purposes of the NES means an employee who works on any of the seven (7) days in a week and who is regularly rostered to work on Sundays and public holidays.
- q) "Temporary Employee" shall mean any Employee engaged in a position for a nominated period of more than one day, or for the duration of a nominated project or activity which is limited in time.
- r) "Union" shall mean each individual entity in clause 2(2), 2(3) and 2(4), and collectively called Unions.
- s) "Vessel Scheduler" shall mean an employee engaged to provide a range of information services related to vessel movements.
- t) "Weekly Rate" shall be calculated by dividing the annualised salary by 52.
- u) "Wharf Officer" shall mean an employee engaged to perform a range of services within operational areas.

## **7. CONTRACT OF EMPLOYMENT**

- a) For Day Workers, the ordinary hours of work shall be calculated on the basis of a 5 day week. Full-time and part-time employment shall be by the fortnight. Payment of salaries will be paid fortnightly by electronic funds transfer into an account nominated by the Employee in a bank or other approved financial institution.
- b) Shift workers are required to work in accordance with a fixed roster which may include rostered days off (RDOs). The rosters within this Agreement are the agreed rosters in place at the Commencement Date, and they may be varied from time to time with reference to clause 22.2 (a)iv).

### **7.1 Commencement of Employment**

- a) Employee's continuous employment with the Company will commence on the date on which employment commenced under any direct arrangement with the Employer including Full Time, Part Time, Temporary and Casual.

### **7.2 Permanent Part-time Employment – Operational Employees**

- a) The Company may employ workers on a permanent part-time basis.
- b) For operational employees, a permanent part-time employee is an employee who is engaged for a prescribed proportion (%) of full-time employment (less than 100%), and who is required to work at least the number of corresponding days or total hours per annum. The agreed contracted proportion of full-time employment shall be referred to the minimum guarantee for permanent part time workers.

- c) Hours of work will be less than the ordinary hours of work (35 hours or 38 hours per week) and agreed between the Company and the employee in writing.
- d) The annual proportioned salary will be the minimum guarantee averaged fortnightly.
- e) Time worked in addition to the minimum guarantee will be paid at the day rate of the fulltime equivalent for the additional time worked.
- f) If a long-term change to the hours of work is required, this will be agreed to between PON and the employee and confirmed in writing.
- g) Leave entitlements will accrue on a pro-rata basis against the ordinary hours.
- h) Applicable allowances will be paid on a pro-rata basis against the ordinary hours.

### **7.3 Permanent Part-time Employment – Non- operational Employees**

- a) The Company may employ workers on a permanent part-time basis.
- b) For non-operational employees, a permanent part-time employee is an employee who is engaged for a prescribed and agreed proportion (%) of weekly full-time employment (less than 100%).
- c) Hours of work will be less than the ordinary hours of work (38 hours per week) and agreed between the Company and the employee in writing.
- d) Time worked in addition to the contracted proportion of full-time hours per week by agreement will be paid at overtime rates.
- e) If a long-term change to the hours of work is required, this will be agreed to between PON and the employee and confirmed in writing.
- f) Leave entitlements will accrue on a pro-rata basis against the ordinary hours.

### **7.4 Casual Employment**

- a) Casual employment shall be for a limited period which may be any period of time, including one week, a day or an hour. The period of hire and the method for payment shall be clearly stated at the time of engagement and a minimum of four hours payment shall apply for each period of engagement.
- b) A Casual Employee working ordinary time shall be paid per hour for the work performed plus a 25% loading which is paid instead of notice of termination, redundancy benefits, personal leave, special leave, annual leave and all other attributes of full time or part time employment.
- c) PON shall give the Employee notice in writing of the provisions of this sub- clause within four weeks of the Employee having attained such period of twelve months. However, the Employee retains his or her right of election under this clause if PON fails to comply with this notice requirement.
- d) A casual Employee who has a right to elect under clause 7.4 (c) above, may give four (4) weeks' notice in writing to PON that they seek to elect to convert their employment to full-time or part-time employment, and within four weeks of receiving such notice PON shall consent to or refuse the election, but shall not unreasonably so refuse. Where PON refuses an election to convert, the reasons for doing so shall be fully stated and discussed with the Employee concerned, and a genuine attempt shall be made to reach agreement. Any dispute about a



refusal of an election to convert to an ongoing contract of employment shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.

- e) Any Casual Employee who does not, within four (4) weeks of receiving written notice from PON, elect to convert their employment to full-time or part-time employment will be deemed to have elected against any such conversion.
- f) Once a Casual Employee has elected to become and been converted to a full-time employee or a part-time employee, the Employee may only revert to casual employment by written agreement with PON.
- g) If a Casual Employee has elected to have his or her contract of employment converted to full-time or part-time employment in accordance with clause 7.4(c), then PON and the Employee shall, in accordance with this paragraph, and subject to clause 7.4(e), discuss and agree upon:
  - i) whether the Employee will convert to full-time or part-time employment; and
  - ii) if it is agreed that the Employee will become a part-time Employee, the number of hours and the pattern of hours that will be worked consistently with any part-time employment provisions of this Agreement, provided that an Employee has the right to elect to convert his or her contract of employment on the basis of the same number of hours and times of work as previously worked (whether full-time or part-time), unless other arrangements are agreed between PON and the Employee.
- h) Following an agreement being reached pursuant to clause 7.4(g), the Employee shall convert to full-time or part-time employment. If there is any dispute about the arrangements to apply to an Employee converting from casual employment to full-time or part-time employment, it shall be dealt with as far as practicable and with expedition through the disputes settlement procedure in this Agreement.
- i) An Employee must not be engaged and re-engaged, dismissed or replaced in order to avoid any obligation under this clause 7.4.
- j) The objective of this clause is for PON to take all reasonable steps to provide its casual employees with secure employment. Where a casual employee has been employed by PON for a period of more than twelve (12) months and who has been engaged on a regular pattern of hours for a period of more than six (6) months. PON is obligated to convert the employee to permanent full-time employment or part-time employment if the employment is to continue.

PON must make an offer to a casual employee if:

- i) the employee has been employed by the employer for a period of 12 months beginning the day the employment started; and
- ii) during at least the last 6 months of that period, the employee has worked a regular pattern of hours on an ongoing basis which, without significant adjustment, the employee could continue to work as a full-time employee or a part-time employee

## 8 NATIONAL EMPLOYMENT STANDARDS (NES)

- a) The National Employment Standards apply as a minimum entitlement and prevails over this Agreement to the extent of any inconsistency.
- b) A request for flexible working arrangements can be made in accordance with the National Employment Standards.

## 9 FLEXIBILITY TERM

- a) PON and an Employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of this Agreement if:
  - i) the arrangement deals with arrangements about when work is performed;
  - ii) the arrangement meets the genuine needs of PON and the Employee in relation to the matter mentioned in paragraph (i); and
  - iii) the arrangement is genuinely agreed to by PON and the Employee.
- b) PON must ensure that the terms of the individual flexibility arrangement:
  - i) are about permitted matters under section 172 of the *Fair Work Act*; and
  - ii) are not unlawful terms under section 194 of the *Fair Work Act*; and
  - iii) result in the Employee being better off overall than the Employee would be if no arrangement was made.
- c) PON must ensure that the individual flexibility arrangement:
  - i) is in writing; and
  - ii) includes the name of PON and the Employee; and
  - iii) is signed by PON and the Employee and if the Employee is under 18 years of age, signed by a parent or guardian of the Employee; and
  - iv) includes details of:
    - the terms of this Agreement that will be varied by the arrangement;
    - how the arrangement will vary the effect of the terms of this Agreement;
    - how the Employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
    - states the day on which the arrangement commences.
- d) PON must give the Employee a copy of the individual flexibility arrangement within 14 days of it being agreed.
- e) PON or the Employee may terminate the individual flexibility arrangement:
  - i) by giving no more than 28 days written notice to the other party to the arrangement; or

- ii) if PON and the Employee agree in writing - at any time.

## **10 CLASSIFICATION STRUCTURE - GRADES**

- a) Employees shall be employed in a position or a grade contained in "Clause 12 - Remuneration" and shall have their conditions of employment prescribed by this Agreement.
- b) Employees who commence with PON or an Employee who agrees to relieve in another position shall initially receive a mutually agreed percentage payment of the Grade of that position depending on the level of skill, extent of duties required to be performed and experience for a period no greater than six months. The level of skill required will be determined by PON by reference to a position description and competency profile.

## **11 POLICIES AND PROCEDURES**

- a) All Employees are bound by PON's Code of Conduct, as varied from time to time.
- b) This Agreement contains references to PON's codes, policies and procedures which apply to the Employees but do not form part of this Agreement or the Employees' contract of employment.
- c) Any proposed changes to current PON People and Culture Policies or any proposed new People and Culture policies shall be reviewed by the PON Consultative Committee. If agreement is not reached on such changes the Dispute Resolution Procedures contained in this Agreement shall apply.

## **12 REMUNERATION**

### **12.1 Salaries**

The base salary of all Employees as at the commencement of this Agreement will be increased as follows:

- 4% on 1 July 2023, backdated to this date if approval is received after;
- 4% from 1 July 2024;
- 4% from 1 July 2025; and
- 3% from 1 July 2026.

This nominal expiry date for this Agreement is 31 December 2026.

The minimum base salary rates set out in clause 12.2, 12.4, 12.5 and 12.6 include the increases to the base salary rates of Employees.

If required, the backdated component of the 2023 increase will be paid with the payment for the first full pay period following a successful positive vote of this agreement.

### **12.2 Operational Employees**

The following classification structure and base salary shall apply to all Operational Employees.

Position	Salary from 1 July 2023	Salary from 1 July 2024	Salary from 1 July 2025	Salary from 1 July 2026
Dredge Crew	\$109,236	\$113,606	\$118,150	\$121,694
Sweep Vessel Deckhand	\$120,960	\$125,798	\$130,830	\$134,755
Sweep Vessel Operator	\$138,469	\$144,008	\$149,768	\$154,261
Dredge Mate	\$144,938	\$150,735	\$156,764	\$161,467
Dredge Engineer	\$163,131	\$169,657	\$176,443	\$181,736
Dredge Master	\$163,131	\$169,657	\$176,443	\$181,736
Wharf Officer	\$109,236	\$113,606	\$118,150	\$121,694
Vessel Scheduler	\$122,978	\$127,897	\$133,013	\$137,004

### 12.3 Base salary includes additional hours

Payment for necessary overtime required to be worked because of shift rosters and for the additional hours worked by Operational Employees in accordance with clauses 15.3 (Wharf Officers), 15.4 (Dredge Officers) or 15.5 (Vessel Schedulers), is included in the applicable Base Salary as set out in the table at 12.2.

### 12.4 Non-Operational Employees Base Salary Structure

The classification structure and grade for Non-Operational Employees is in Schedule A.

The following Base Salary structure shall apply to all Non-Operational Employees covered by this Agreement from 1 July 2023.

PON Grade	Minimum Salary from 1 July 2023	Minimum Salary from 1 July 2024	Minimum Salary from 1 July 2025	Minimum Salary from 1 July 2026
	<b>\$ per annum</b>			
1	\$53,019	\$55,140	\$57,346	\$59,066
2	\$64,801	\$67,393	\$70,089	\$72,192
3	\$88,365	\$91,900	\$95,576	\$98,443
4	\$106,038	\$110,280	\$114,691	\$118,132
5	\$117,820	\$122,533	\$127,435	\$131,258
6	\$141,385	\$147,040	\$152,922	\$157,509
7	\$159,058	\$165,420	\$172,037	\$177,198

**12.5 Shift Loading and Penalty Allowance**

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

	1 July 2023	1 July 2024	1 July 2025	1 July 2026
	<b>\$ per annum</b>			
<b>Dredge Crew</b>	\$35,289	\$36,700	\$38,168	\$39,313
<b>Dredge Mate</b>	\$46,814	\$48,687	\$50,634	\$52,153
<b>Dredge Master and Dredge Engineer</b>	\$52,692	\$54,799	\$56,991	\$58,701
<b>Wharf Officer</b>	\$39,289	\$40,861	\$42,495	\$43,769
<b>Vessel Scheduler</b>	\$41,508	\$43,169	\$44,896	\$46,242

- b) This allowance has been adjusted by the same percentage increases as applied to base salaries.
- c) The applicable PON Grade Base Salary, together with shift allowances will form the salary applicable for superannuation, leave entitlements and termination payments.

**12.6 Temporary and Casual Employees**

- a) Temporary and Casual Sweep Vessel Operators and Deckhands will be paid hourly rates of pay as follows:

	01 July 2023	01 July 2024	01 July 2025	01 July 2026
	<b>\$ hour</b>			
<b>Casual Sweep Vessel Operator</b>	\$83.20	\$86.53	\$90.00	\$92.70

- b) The all-inclusive daily rate of pay for temporary and casual Operational Employees shall be as follows:

	01 July 2023	01 July 2024	01 July 2025	01 July 2026
	<b>\$ per day</b>			
<b>Dredge Crew</b>	\$993.72	\$1,033	\$1,074.81	\$1,107.05
<b>Dredge Mate</b>	\$1,318.44	\$1,371	\$1,426.02	\$1,468.80
<b>Dredge Master and Dredge Engineer</b>	\$1,483.96	\$1,543	\$1,605.05	\$1,653.20
<b>Wharf Officer</b>	\$993.72	\$1,033	\$1,074.81	\$1,107.05
<b>Vessel Scheduler</b>	\$1,092.64	\$1,136	\$1,181.80	\$1,217.26

- c) These rates of pay have been adjusted by the same percentage increases applied to base salaries.

#### **12.7 Clothing, Equipment and Tools**

- a) Where PON requires an Employee to wear any special clothing, PON will provide the Employee with such special clothing and such clothing will be worn by the Employee.
- b) Where it is necessary that an Employee wear waterproof or other protective clothing then PON will provide the Employee with such clothing.
- c) Where protective clothing is supplied without cost to the Employee, it will remain the property of PON. Protective clothing will be replaced in the case of genuine wear and tear, damage, loss or theft that is not the Employee's fault.
- d) Where PON requires an Employee to provide and use any tools or equipment then PON will provide the Employee with such equipment.

#### **12.8 Travelling Allowance**

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

Employee's annualised salary.

- c) Travel, accommodation and expenses connected with travel to other Ports shall be subject to PON's policies in relation to travel.

#### **12.9 Other Remuneration Matters**

- a) Traineeships and similar positions may utilise the National Training Wage Schedule under the Port Authorities Award 2020 (or as amended).
- b) Employees who receive a working condition component that includes aggregated overtime shall have this component adjusted by movements in the base salary.

### **13 PON PERFORMANCE ANNUAL REVIEW SYSTEM (PAR)**

- a) PON recognises the importance of and is committed to an effective performance development and review system so as to:
  - (i) Motivate employees to reach corporate goals;
  - (ii) Promote continuous dialogue between employees and their managers on role, performance and behaviour expectations;
  - (iii) Encourage the right behaviours in line with organisational values
  - (iv) Identify any training and development opportunities.
- b) There will be regular reviews which will set agreed standards, monitor progress of individual and team goals and focus on valuing individual employee and team contributions to PON.
- c) The PAR system will be consistently applied and have transparent processes. The performance and development review process is not to be used as a disciplinary and counselling procedure.
- d) During the term of this Agreement, all parties agree to review the performance development system to ensure its ongoing relevance.

### **14 SUPERANNUATION**

- a) An Employee who is a member of the State Superannuation Scheme (SSS) or the State Authorities Superannuation Scheme (SASS) shall continue to be members of either scheme.
- b) For all other Employees covered by this Agreement the following shall apply:
  - i) Superannuation contributions will be made to any complying superannuation fund nominated by the Employee subject to the superannuation fund's acceptance of PON as a participating employer of the nominated superannuation fund.
  - ii) Each Employee shall be eligible to the following:
    - o PON's minimum employer contribution to the nominated Superannuation Fund shall be the minimum rate as is prescribed under the *Superannuation Guarantee (Administration) Act 1992* (Cth) or as amended.
    - o If there is a change in the minimum rate of PON's

contributions as prescribed under the Superannuation Guarantee (Administration) Act 1992 (Cth) or as amended during the period of operation of this Agreement, PON shall consult with the Employees and the Maritime Union of Australia, the Australian Maritime Officers Union, and the Australian Institute of Marine and Power Engineers in relation to the implications of the change in minimum rates for employees covered by this Agreement.

- PON's employer contribution to the nominated Superannuation Fund shall be increased by 1% or 2% of the Employee's salary conditional upon the Employee agreeing to make a matching Employee contribution of 1% or 2%.
  - PON recognises this matching agreement originated in a prior Agreement in which the employees elected to have increased superannuation in lieu of the equivalent amount of salary,
- c) An "Employee's salary" for the purposes of this clause shall mean base salary and shift allowance if applicable.
  - d) By written agreement between PON and the Employee concerned, the Employee may salary sacrifice to a complying superannuation scheme nominated by the Employee.

## **15 HOURS OF WORK**

- a) Hours of work within this Agreement will be arranged to take into consideration PON's specific business needs and where possible the work preferences of Employees.
- b) Starting and finishing times within the spread of hours detailed below shall be agreed between management and Employees and/or work teams.
- c) Any changes to normal starting and finishing times, within the spread of hours set out under clause 15.1(a)(ii) and 15.1(b)(ii) below shall be by agreement between management and Employees and/or work teams. Where agreement cannot be reached, the needs of PON shall prevail.
- d) The need for Employees to work reasonable additional hours within the spread of hours will be by reasonable notice from PON management.
- e) Overtime will be paid for work performed outside of the spread of hours detailed in sub-clause 15.1(a)(ii) and 15.1(b)(ii) of this clause or for work performed on a Saturday, Sunday or Public Holiday.

### **15.1 Ordinary Hours - Non-Operational Employees**

The ordinary hours of employment shall be no more than 35 or 38 hours per week.

- a) **35 Hours per week Employees**
  - (i) Ordinary hours of work will be an average of 35 hours per week.
  - (ii) The spread of ordinary hours worked on any one day (Monday to Friday) will be between 7:00am and 7:00pm.
  - (iii) Ordinary hours shall exclude the lunch break of a minimum of 30 minutes



which may be taken, subject to operational requirements, between 12 noon and 2:00pm. Time taken for a lunch break does not count as hours worked.

**b) 38 Hours per week Employees**

- (i) Ordinary hours of work will be an average of 38 hours per week.
- (ii) The spread of ordinary hours worked on any one day (Monday to Friday) shall be between 6:00am and 6:00pm.
- (iii) Ordinary hours shall exclude the lunch break of a minimum of 30 minutes and may be taken, subject to operational requirements, between 11:00am and 2:00pm. Time taken for a lunch break does not count as hours worked.

**c) Additional Hours - Non-Operational Employees**

- (i) A Non-Operational Employee may be required to work reasonable additional hours. Hours worked in addition to the Employee's ordinary hours shall be taken at a mutually convenient time as time off in lieu. In circumstances where operational requirements do not allow for time off in lieu, payment at ordinary time may be made to the Employee.
- (ii) Hours worked in addition to the contract hours in excess of 16 hours in a four (4) week cycle will be paid at overtime rates or alternatively if agreed between the Employee and his or her manager, taken as time off in lieu.

**15.2 Ordinary Hours – Operational Employees**

- a) Ordinary hours of work shall be 38 hours per week.
- b) It is acknowledged that under clause 12 (Remuneration) the salary amounts specified are an aggregate wage, which is paid as full and complete satisfaction of all wage and related entitlements except for those allowances specifically and separately mentioned in this Agreement.

**15.3 Additional Hours and Leave Management-Wharf Officers**

- a) Wharf Officers can be required to work up to 144 hours per annum in addition to their ordinary hours as set out at clause 15.2 (a) (Ordinary Hours-Operational Employees) for requirements listed below.
- b) Wharf Officers shall be rostered to work as per the agreed roster as at the commencement of this Agreement and shall include additional hours. Refer also to clause 22.2(a)iv) (Roster Changes).
- c) The additional hours will be consumed in the roster (110.71 hours), handovers (9.29 hours), and two (2) training days per annum outside the roster (24 hours).
- d) Necessary overtime required to be worked because of shift rosters and additional hours to meet work demands has been fully comprehended in the working conditions component of the Employee's base salaries.
- e) The additional hours and training days will not be cumulative from year to year.
- f) The Operations Manager is required to keep a record of the training days

which stipulate the date and times worked.

- g) Subject to relief availability, only two (2) Wharf Officers can be on planned leave inclusive of annual leave, long service leave and RDOs at any one time. A fair and transparent leave pick system will be used for planned leave including annual leave, long service leave and RDOs.
- h) RDOs may be required to balance the agreed roster hours. RDOs must be consumed each 12-month period and will not accumulate.

### **15.3 Additional Hours and Leave Management Dredge Officers**

- a) Dredge Officers can be required to work up to 144 hours per annum in addition to their ordinary hours set out at clause 15.2(a) (Ordinary Hours - Operational Employees) for requirements as listed below. Refer also to clause 22.2(d) (Roster Changes).
- b) Necessary overtime required to be worked because of shift rosters and additional hours to meet work demands has been fully comprehended in the working conditions component of the Employee's base salaries.
- c) Dredge Officers shall be rostered to work as per the agreed roster as at the commencement of this Agreement and shall include additional hours. Refer also to clause 22.2(d) (Roster Changes).
- d) The additional hours will be consumed in the roster (110.71 hours), handovers (9.29 hours), and two (2) training days per annum outside the roster (24 hours).
- e) The additional hours and Training Days will not be cumulative from year to year.
- f) In addition to 12-hour day shifts, PON may introduce 12-hour night shifts on a short-term basis after floods under the terms and conditions above without any increase in salary, shift loading, and penalty allowance or other benefits.
- g) If deemed necessary to place the dredge on a permanent night shift, PON will meet with relevant unions for discussions prior to starting any such arrangements.
- h) The Dredging Manager is required to keep a record of the training days.
- i) Subject to relief availability, only one (1) Dredge Officer per role classification can be on planned leave inclusive of annual leave, long service leave and RDOs at any one time. Annual leave and RDOs will be rostered so as to be consumed each 12-month period.
- j) RDOs may be required to balance the agreed roster hours. RDOs must be consumed each 12-month period and will not accumulate.

### **15.4 Additional Hours and Leave Management – Vessel Schedulers**

- a) Vessel Schedulers can be required to work up to 125 hours per annum in addition to their ordinary hours as set out at clause 15.2(a) (Ordinary Hours – Operational Employees) for requirements listed below. Refer also to clause 22.2(d) (Roster Changes).
- b) Vessel Schedulers shall be rostered to work as per the agreed roster as at the commencement of this Agreement and that shall include additional hours.
- c) Necessary overtime required to be worked because of shift rosters and

additional hours to meet work demands has been fully comprehended in the working conditions component of the Employee's base salaries. The 125 additional hours is consumed in the roster (112.71 hours) and for handovers (12.29 hours).

- d) Subject to relief availability, only one (1) Vessel Scheduler can be on planned leave inclusive of annual leave, long service leave and RDOs at any one time. A fair and transparent leave pick system will be used for planned leave including annual leave, long service leave and RDOs.
- e) RDOs may be required to balance the agreed roster hours. RDOs must be consumed each 12-month period and will not accumulate.
- f) Annual leave consumed in less than whole calendar weeks or that is excess leave will be deducted at twelve (12) hours for each shift.

#### **15.5 General Principles for Additional Hours for All Employees**

- a) For the avoidance of all doubt, all hours of work will be in accordance with policies in relation to fatigue management. Where additional hours are required to be performed by an Employee and are considered by the Employee concerned to be excessive, the work will be performed, and the Employee may pursue his or her grievance in accordance with the Dispute Resolution Procedure in this Agreement.
- b) Hours shall be performed as required by the Employee of his or her manager in line with roster schedules and in consultation with their relevant Manager.
- c) An Employee who works so many additional hours between the termination of work on one day and the commencement of work on the next day that the Employee has not had at least ten consecutive hours off duty between those times, shall, subject to this sub clause, be released after completion of such additional hours until that Employee has had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

#### **15.6 General Principles for Additional Hours for Shift Workers**

- a) All short-term reliefs in the operational areas of less than a week for sick leave, other absences, training, RDOs, etc. are to be filled, if required, from the same grade and from within the same work area. As a first preference, available relief staff should be utilised. Alternatively, Employees may be required to work the following day or return to work early during their rostered off periods to ensure continuous port operations. Short term relief within the grade should be shared evenly between the remaining Wharf Officers to avoid the need wherever possible for an individual Wharf Officer to work more than one additional shift in a week.
- b) Working of additional hours outside the normal roster pattern or day work hours shall be shared evenly between Employees. Employees may be required to undertake training outside of work hours.
- c) RDOs, where applicable, are required to be taken by Employees at a mutually convenient time to the Employee and PON as per the roster.
- d) Annual leave rosters are required to be maintained and applied to all Employees under this sub-clause to avoid unnecessary overlapping of leave.
- e) The provision of the sub-clause 15.6(c) shall apply in the case of shift

workers as if eight hours were substituted for ten hours when additional hours are worked;

- (i) for the purpose of changing shift rosters; or
  - (ii) where a shift worker does not report for duty and a shift worker is required to replace such shift worker; or
  - (iii) where a shift is worked by arrangement between the Employees themselves.
- f) For twelve-hour shift workers, a paid break of 30 minutes shall be allowed between the fourth and fifth and eighth and ninth hour after the commencement of work and between each fourth and fifth hour thereafter. For other shift workers one paid break of 45 minutes duration shall be granted.

## **16. OVERTIME**

The following overtime provisions will apply to Employees who work approved overtime as described in clause 14 Hours of Work.

### **16.1 35 Hours per Week Employees**

- a) For overtime worked Monday to Saturday, at the rate of time and one half for the first two hours and double time thereafter.
- b) For overtime worked on a Sunday, at the rate of double time.
- c) For overtime worked on a Public Holiday, at the rate of double time and one half in addition to the normal remuneration for that day.

### **16.2 38 Hours per Week Employees**

- a) For overtime worked Monday to Saturday, at the rate of double time.
- b) For overtime worked on a Sunday, at the rate of double time and one half.
- c) For overtime worked on a Public Holiday, at the rate of double time and one half.

### **16.3 Meal Allowance**

Employees required to work for 1 hour beyond the spread of hours Monday to Friday or for more than 4 hours on Saturdays, Sundays and Public Holidays will be entitled to a paid meal. This payment will be agreed in accordance with the "reasonable amount" determined from time to time and applied by the Australian Taxation Office.

### **16.4 Call Out**

Employees recalled to work overtime will be entitled to a minimum of four hours' overtime for such work.

### **16.5 Meal breaks**

- a) Overtime or additional hours will not accrue during meal breaks on overtime.
- b) A meal break for overtime will be applied as follows:
  - i) Before commencement of spread of ordinary hours - 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.

- ii) After conclusion of spread of ordinary hours - 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) A Day Worker 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.
- e) Shift worker meal breaks during a 12-hour shift will be taken at a convenient time determined by the workload.

#### **16.6 Full-Time Operational Employee unrostered shift**

- a) Prior to an Operational Employee working a shift that the Operational Employee is otherwise not rostered to work, the relevant manager must provide authorisation for the unrostered shift to be performed.
- b) Upon engagement, the Operational Employee must notify their manager, prior to authorisation being given, whether the Operational Employee elects to accrue time in lieu or to be paid overtime rates for the shift. The relevant manager may decline to authorise the unrostered shift on the basis of the Operational Employee's election, subject to operational requirements.
- c) Accrued time in lieu is to be taken at a time convenient to the employee and mutually agreed with their manager and as soon as possible within the same twelve-month period as the unrostered shift.
- d) When an unrostered shift is worked in accordance with this clause and does not result in time in lieu within the twelve-month period the unrostered shift will be paid at overtime rates in accordance with clause 15.2 unless otherwise agreed by both parties.
- e) Clause 22.2(d) Roster Changes does not apply to this clause.

### **17. LEAVE**

#### **17.1 Annual Leave**

- a) Day Workers shall be entitled to four (4) calendar week's annual leave per year and shift workers five (5) calendar weeks.
- b) PON and Employees have an obligation to ensure that Annual Leave is taken as intended. If an Employee's total leave entitlement exceeds 20 days for day workers and 25 days for shift workers, the Section Manager is required to coordinate the timely reduction of the excess entitlement. This will be arranged in a practical manner and in consultation with the Employee and related section staff. If an Employee's accrued annual leave exceeds 30 days, PON and the Employee shall use reasonable endeavours to reach agreement on the taking of leave. If PON and the Employee are unable to reach agreement, PON may direct the Employee to take leave with a minimum of 28 days' notice prior to the date the Employee is required to commence the leave.
- c) PON shall consider requests by Employees to extend the above limits for

the purpose of taking extended leave on a case by case basis.

- d) PON may direct an Employee to take paid annual leave during the Christmas/New Year Period if deemed appropriate by PON. Leave arrangements will be arranged to take into consideration the specific business needs of PON and where possible the leave preferences of Employees. Where agreement cannot be reached, the needs of PON shall prevail.
- e) If a public holiday is prescribed in this Agreement, falls within an Employee's annual leave, and is on a day which would have been an ordinary working day, then:
  - i) extra time equivalent to the public holiday is added to the Employee's annual leave balance; or
  - ii) the Employee can elect to be paid for the public holiday instead of having the extra time added to his or her annual leave balance.
- f) In relation to Wharf Officers and Dredge Officers, 5 calendar weeks annual leave is provided for through 16 clear 12-hour shifts per annum out of the Wharf Officer roster. (i.e. 16 multiplied by 12 equals 192 hours)
- g) In relation to Vessel Schedulers, annual leave will be taken as calendar weeks commencing on the first rostered day shift. The Vessel Scheduler will resume roster activities at the end of the annual leave period. A total of 38 hours will be deducted for each calendar week taken.

## 17.2 Long Service Leave

- a) In accordance with the *Long Service Leave Act 1955* (NSW) or as amended Employees are entitled to Long Service Leave as follows:

<b>Period of Service</b>	<b>Accrual</b>
After ten years of service	44 days
For every further completed year of service	11 days

Leave without pay does not count for service for the purpose of long service leave.

- b) For shift workers, long service leave will accumulate as a 38-hour week and will be deducted at an all-inclusive 11.4 hours per shift. Employees will accumulate RDOs whilst on long service leave and RDOs will be calculated for remuneration purposes at the end of the long service leave period.
- c) If a shift falls on a public holiday during a period of annual leave or long service leave the Employee is to be debited the shift length minus 7.6 hours annual leave or long service leave only, for that day.
- d) Employees engaged on Day Work will be debited for each working day absent exclusive of Public Holidays.
- e) The taking of accrued leave on half pay is not an entitlement but a concession available only on an approved basis.

## 17.3 Parental Leave

- a) Entitlements to paid and unpaid parental leave detailed below shall be in accordance with the NES. An Employee (other than a short-term casual

Employee) who has completed 12 months' continuous service is entitled to take 12 months' unpaid parental leave. In addition, entitlements to paid parental leave, set out below, are to be provided in conjunction with the policies in relation to parental leave.

- b) Entitlements to paid and unpaid parental leave are as follows:

	<b>Paid Leave</b>	<b>Unpaid Leave</b>	<b>Total Leave</b>
Primary Carer Leave	14 weeks	38 weeks	52 weeks
Secondary Carer Leave	1 week	51 weeks	52 weeks
Adoption Leave	14 weeks	38 weeks	52 weeks

- c) An Employee is considered to be a Primary Carer if:
- i) The child is in the Employee's care at the relevant time;
  - ii) The Employee meets the child's physical needs (such as feeding, dressing and bathing) more than anyone else in that period; and
  - iii) Care arrangements for the child do not involve regular provision of care for a substantial part of the time by someone other than the employee.
- d) If an Employee is entitled to Primary Carer Leave, any period of leave the Employee takes as a secondary carer will be deducted from their entitlement to paid Primary Carer's Leave. That is; if an Employee takes one week of paid Secondary Carer's Leave, and the Employee then becomes eligible to be the primary carer of the child, the Employee will be entitled to a maximum 13 weeks' paid Primary Carer's Leave.
- e) Paid Parental Leave for primary and secondary carers must be taken within the first 12 months of the child's birth or placement.
- f) The entitlement to paid parental leave does not increase an Employee's total period of unpaid parental leave under the NES; that is, the period of paid parental leave will be taken concurrently with any period of unpaid parental leave taken by the Employee in accordance with the NES.
- g) An Employee entitled to parental leave may request PON to allow the Employee:
- i) to extend the period of simultaneous unpaid parental leave up to a maximum of eight weeks;
  - ii) to extend the initial period of unpaid parental leave for a further continuous period of leave not exceeding 12 months;
  - iii) to return from a period of parental leave on a part-time basis until the child reaches school age;
  - iv) to assist the Employee in reconciling work and parental responsibilities.
- h) PON shall consider the request having regard to the Employee's circumstances and, provided the request is genuinely based on the

Employee's parental responsibilities, may only refuse the request on reasonable business grounds. Such grounds might include but are not limited to cost, lack of adequate replacement staff, loss of efficiency and impact on customer service.

- i) The Employee's request and PON's decision made must be recorded in writing.
- j) Where an Employee wishes to make a request, such a request must be made as soon as possible but no less than four weeks prior to the date upon which the Employee is due to return to work from parental leave.
- k) Where an Employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, PON shall take reasonable steps to:
  - i) make information available in relation to any significant effect the change will have on the status, pay, location or responsibility level of the position the Employee held before commencing parental leave; and
  - ii) provide an opportunity for the Employee to discuss any significant effect the change will have on the status, pay, location or responsibility level of the position the Employee held before commencing parental leave.
- l) The Employee shall take reasonable steps to inform PON about any significant matter that will affect the Employee's decision regarding:
  - i) the duration of parental leave to be taken;
  - ii) whether the employee intends to return to work at the conclusion of the period of parental leave; and whether the Employee intends to request to return to work on a part- time basis.
- m) The Employee shall also notify PON of changes of address or other contact details which might affect PON's capacity to comply with its communication obligations under the NES.

#### **17.4 Leave without pay**

- a) An Employee wishing to take a period of leave without pay shall make an application to their manager specifying the reasons for such leave and the period of leave proposed. Leave without pay shall only be granted if business needs can be accommodated during the period of leave proposed.
- b) Annual leave and long service leave shall not accrue during periods of leave without pay.

#### **17.5 Personal leave**

- a) Personal leave may be taken by an Employee because of a personal illness or injury or to provide care or support to a member of the Employee's immediate family or household because of a personal illness or injury of that person or an unexpected emergency affecting that person.
- b) Employees (other than Casual Employees) will be entitled to 10 days' paid personal leave for each 12 months of service in accordance with the NES.
- c) Personal leave is cumulative however unused personal leave is not payable upon termination of an Employee's employment.
- d) Employees will also be entitled to two days' unpaid carer's leave per



occasion in circumstance where an Employee has used all his or her personal leave entitlements.

- e) In the case of carer's leave, an Employee shall, wherever practicable, give PON notice prior to the absence of the intention to take leave:
  - i) the name of the person requiring care;
  - ii) that person's relationship to the Employee;
  - iii) the reasons for taking such leave; and
  - iv) the estimated length of absence.
- f) If it is not practicable for the Employee to give prior notice of absence, the Employee shall notify their direct manager by telephone on the day of absence.
- g) Where an Employee is unable to report to work through illness, this will be reported to the Manager/ Team Leader within one hour of the Employee's normal commencement time. In the case of shift workers, where practical, notification will be made prior to the finish of the previous shift. Approval for payment of personal leave will be made by the delegated manager.
- h) Documented medical evidence and or a medical examination by a medical practitioner will be necessary where required by PON.
- i) Subject to the approval of the Chief Executive Officer, upon the production of medical evidence, an Employee suffering serious long term or terminal illness may be granted additional personal leave subject to the following criteria:
  - i) where there is a prospect of the Employee returning to duty, this situation will be monitored and reviewed on a regular basis; and
  - ii) where the Employee has no prospect of returning to work owing to the nature of the illness, the employee shall submit a claim for disability retirement to relevant superannuation fund immediately upon becoming eligible to submit such a claim. Personal leave may be granted up until the date the claim is decided by the superannuation fund.

#### **17.6 Community Service Leave**

- a) Employees are entitled to Community Service Leave in accordance with the NES and PON's policies.
- b) An Employee other than a Casual Employee required to attend for jury service during their ordinary working hours will be reimbursed by PON an amount equal to the difference between the amount paid in respect of their attendance for such jury service and the amount of the ordinary wage they would have received Monday to Friday in respect of their attendance for jury service.
- c) An Employee shall notify PON as soon as possible for the date upon which they are required to attend for jury service.
- d) Further, the Employee shall give PON proof of attendance, duration of such attendance and the amount paid in respect of such jury service.

### **17.7 Special Leave (for extenuating circumstances)**

- a) Up to 5 days per year of additional paid leave may be granted for Employees under extenuating circumstances.
- b) Paid leave may be provided for Employees for situations where other leave may be exhausted or not applicable under certain circumstances. Genuine personal and emergency situations may also arise where an employee requires time off work.
- c) Each individual request for Special Leave will be determined on a case-by-case basis and will be assessed by the Senior Manager People and Culture.
- d) Special Leave is not cumulative from year to year.
- e) The Chief Executive Officer may approve or extend Special Leave

### **17.8 Domestic Violence Leave**

- a) Employees shall be entitled to 10 days per year Domestic Violence leave in accordance with the PON Family and Domestic Violence Leave Policy

### **17.9 Trade Union Training Leave**

- a) Paid leave may be granted up to a maximum of 12 days in any period of two years to an Employee to allow the Employee to attend short trade union training courses or seminars conducted by or with the support of the Australian Council of Trade Unions and accredited training school on the following conditions:
  - i) That operating requirements permit the granting of leave.
  - ii) That the scope, content and level of the short course are such as to contribute to a better understanding of employee relations and be of benefit to PON as a whole.
  - iii) Leave granted for trade union training will count as service for all purposes.
  - iv) Expenses associated with attendance at such courses or seminars will be met by the Employee but leave may include travelling time necessarily required during working hours to attend such courses or seminars.
- b) Applications for leave must be accompanied by a statement from the Union that it has nominated the Employee concerned for such course or seminar and supports the application.

### **17.10 Public Holidays**

- a) The following days or the days upon which they are observed shall be Public Holidays, namely New Year's Day, Australia Day, Newcastle Show Day (when declared or prescribed in New South Wales), Good Friday, Easter Saturday, Easter Sunday, Easter Monday, Anzac Day, Queen's Birthday, National Aboriginal Day (for Aboriginal Employees), Labour Day, Christmas Day, Boxing Day and all other days which may be declared or prescribed as

public holidays throughout the State of New South Wales.

- b) Subject to the provisions of clause 16.1 relating to payment for public holidays, there shall be no deduction of pay for public holidays not worked.
- c) If a 35 hour per week Employee works on a public holiday or a Sunday, the employee will be paid at the overtime rate for that time.

#### **17.11 Compassionate Leave**

- a) Compassionate leave is in accordance with the National Employment Standards.

#### **18. INCOME PROTECTION**

- a) PON has an income protection insurance policy with a recognised Insurer which will insure the Employees covered by this Agreement for income protection insurance for long term illness and injury equivalent to 75% of his or her salary, allowance as identified in clause 12.5, and superannuation (subject to the usual policy exclusions including intentional self-inflicted injury or infection, normal pregnancy and war) after a three month qualifying period, for a limit of two years, commencing as soon as practicable after approval of this Agreement. The terms and conditions of the insurance policy shall be agreed to by all parties to this Agreement.
- b) An Employee with a long-term illness or injury shall take personal leave and other available leave during the three-month qualifying period.
- c) PON shall consider requests by Employees for additional personal leave during the three-month qualifying period a case by case basis.

#### **19. PAYMENT OF UNION DUES**

Subject to written authorisation of the Employee, PON will continue the current practice of deduction of Union dues and payment to the Unions.

#### **20. PORT OF NEWCASTLE CONSULTATIVE COMMITTEE**

- a) The Port of Newcastle Consultative Committee shall be chaired by PON's Chief Executive Officer or their nominated delegate.
- b) The PON Consultative Committee shall comprise representatives from management, an official of the Australian Maritime Officers Union, Maritime Union of Australia, Australian Institute of Marine and Power Engineers and staff representatives and shall meet at least twice each year (as mutually agreed).
- c) The terms of reference of the Consultative Committee shall be based on the principle of open and honest discussion and shall include:
  - i) The sharing of information.
  - ii) Continuous improvement initiatives.
  - iii) Monitoring and discussing the implementation of this Agreement.
  - iv) Continuous improvement in Work, Health and Safety matters.
  - v) Organisational change.

- vi) Monitoring and review by the parties of the Performance Development System. Information provided to the PON Consultative Committee will not include details specific to any individual Employee.
- vii) Workforce composition in relation to employment engagement type.

## **21. DELEGATES CHARTER**

- a) For formally identified and endorsed Workplace Union Delegates, Port of Newcastle agrees to recognise the following rights:
  - i) the right to be treated fairly and to perform their role as union Delegate without discrimination in regard to their employment;
  - ii) The right to recognition by the employer that endorsed union Delegates speak on behalf of union members in the workplace;
  - iii) The right to bargain collectively on behalf of those they represent;
  - iv) The right to consultation and access to reasonable information about the workplace and the business; and
  - v) The right to agreed paid time on the job to represent the interests of members to the employer.
  - vi) Port of Newcastle as well as Workplace Union Delegates agree to act and behave in a respectful, professional and constructive manner when in a position where representing the Company, other employees or throughout a consultation process.

## **22. CONSULTATION**

### **22.1 Ongoing consultation**

- a) The parties acknowledge the significance of the Port of Newcastle's contribution to the economy of the City of Newcastle, the Hunter Region and the Nation. The parties agree that the provision of all PON services will continue to be supplied without delay or disruption.
- b) The parties shall continue to consult in a positive fashion to identify and implement continuous improvements that enhance the Port's services and value to customers. This may include jointly agreed variations to the Agreement.
- c) PON and the employees, along with employee representatives, shall meet up to twice each year (as mutually agreed) via the PON Consultative Committee meetings to consider opportunities for continuous improvement, review functional performance and discuss training of Employees.
- d) 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 the PON Consultative Committee and other established Dispute Resolution Procedures, including the Dispute Resolution Procedure set out in Clause 33 of this Agreement. 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.

## **22.2 Consultation about major change**

### **a) PON Duty to Notify**

- i) This Agreement recognises that PON management is obligated to carry out its responsibilities in accordance with PON policies and additionally, where such policies relating to production, program, organisation or technology may also affect the rights and interests of its Employees, PON management is also obligated to consider the rights and interests of its Employees in the implementation of such policies. Accordingly:
- ii) Where PON has made a definite decision to introduce changes in production, program, organisation, structure or technology in relation to its enterprise that are likely to have significant effects on Employees, PON will notify the Employees who may be affected by the proposed changes and the appropriate Union Official.
- iii) The relevant Employee(s) may appoint a representative for the purpose of the consultation procedure and the Employee(s) must advise PON of the identity of the representative and PON must recognise the representative.
- iv) Without limiting the generality thereof, change which is likely to have a significant effects on an Employee includes termination of employment, changes in the composition, operation or size of the workforce or in the skills required of employees, the elimination or diminution of job opportunities, promotion opportunities or job tenure, the alteration of hours of work or roster, the need for retraining or relocation or transfer of Employees to other work or locations, the restructuring of jobs, the use of contractors and the change of control of PON's business.

### **b) PON Duty to Discuss Change**

- i) PON undertakes to discuss with the Employees affected and the Union in good faith, inter alia, the introduction of the changes referred to in clauses 22.2(a)ii) and 22.2(a)iv), and the effects the changes are likely to have on Employees. In relation to a proposal to introduce a change to the regular roster or ordinary hours of work, PON will invite the Employees to give their views about the impact of the change (including any impact in relation to their family or carer responsibilities). PON will give prompt consideration to matters raised by the Employees and/or the Union involved in relation to the changes.
- ii) The discussion shall commence as early as practicable after PON has determined it will make the changes referred to in clauses 22.2(a)ii) and 22.2(a)iv). For the purposes of such discussion, PON undertakes to provide in writing to the Employee(s) concerned and the Union(s), all appropriate relevant information about the changes including the nature of the proposed changes, the expected effects of the changes on Employees and any other matters likely to affect Employees. PON is not required to disclose confidential or commercially sensitive information to the relevant employee(s) and the Union(s) involved.

### **c) Implementation of Change**

It is agreed between the parties that after the above notification and discussion has taken place that PON, after careful genuine consideration of the views of Employees, may implement the change with seven days' notice unless agreed between the parties.

d) **Roster Changes**

- i) The rosters within this Agreement are the agreed rosters in place at the Commencement Date, and may be varied by agreement. The basis for any roster is to provide secure permanent rostered jobs and maintain as much regularity and predictability of working shifts as possible as well as the flexibility to ensure rostered shifts are generally worked within an Employee's primary skill.
- ii) When arrangements change and PON has an essential need for roster changes, the Union/Employees shall provide the flexibility to address the necessary changes. Any such changes will be implemented in accordance with clauses 22.2(b) and 22.2(c). In these circumstances, information relating to changed arrangements will be provided to the Union and Employees to facilitate such discussions.
- iii) The requirement for roster change may not only be based on changed working arrangements, but also be based on maintaining and increasing, where appropriate, permanent, rostered jobs and ensuring shifts are generally worked within an Employee's primary skill so that the integrity of the roster is maintained.
- iv) Any change agreed shall not be inconsistent with the intent of this Agreement and shall not erode or diminish conditions of employment including salaries. Any change to a roster may occur only after all other mechanisms and alternatives have been considered and proved ineffective.

e) **Disputes Relating to Significant Workplace Change**

If a dispute arises in relation to significant workplace change, refer to the Dispute Resolution Clause.

**23. WORK ENVIRONMENT**

- a) The parties are committed to the development of a responsive flexible workplace. To this end, the parties agree that during the life of the Agreement, investigations into more flexible working arrangements such as working from home may be made.
- b) The parties also acknowledge the importance of maintaining a workplace that is safe and free from the adverse consequences of drugs and alcohol and of implementing appropriate measures to achieve this.
- c) PON is committed to maintaining and supporting ongoing flexible working arrangements where possible for employees.

i) **Risk Management**

The parties acknowledge that the provision of a risk-free working environment is the responsibility of all parties.

Every Employee shall be responsible for work health and safety and environmental control. This responsibility is an implicit item in all positions. Managers play a key role in ensuring the ongoing success of PON's policies in relation to safety and the environment.

ii) **Equality of Employment and Elimination of Discrimination**

The parties are committed to providing a work environment which promotes the achievement of equality and elimination of discrimination

and harassment in employment.

iii) **Employee Assistance**

To assist all Employees and their families, PON shall make available to all its Employees and families a confidential Employee Assistance Program (EAP) service.

**24. RECRUITMENT**

PON is committed to the recruitment of the best candidate for each role. To achieve this PON will ensure that advertisement and selection processes are focused on the inherent requirements of the role and are applied consistently. PON will ensure that the staff and subject matter experts are able to contribute to and participate in recruitment and selection processes. PON will make final selection decisions in accordance with the PON recruitment policy.

**25. RIGHT TO DISCONNECT**

The Company will respect Employees' period of leave and rest and will endeavour to limit work related communications during these times where possible.

**26. FITNESS FOR WORK**

The parties agree to PON's Drug and Alcohol Testing Policy and Procedure and Medical Fitness for Work Standards.

**27. EMPLOYMENT SECURITY**

- a) All parties are committed to the continued growth and development of existing and new trades at the Port of Newcastle. It is acknowledged by the parties that the growth and development of the Port of Newcastle in competitive markets underpins ongoing employment security.
- b) A process of continuous improvement will be adopted in consultation with the parties to assess the relevance of all PON activities and to improve the quality, range, and value of its services to all customers. It is essential that PON and its staff have the flexibility to respond to change identified by this process of continuous improvement.
- c) For the term of this Agreement, if for any business reasons, there is a requirement to reduce staff numbers in some areas or change organisational structures and positions to effect improvement, such reductions or changes will only be effected by consultation between the parties in accordance with the consultation clause in this Agreement, through natural attrition (retirements/resignations), transfers, internal redeployment, voluntary redundancy or, as a last resort, involuntary redundancy, in accordance with clause 30.
  - i) In the event of any proposed reduction in staff numbers, all parties shall consult and following such consultation, any Employee whose job changes substantially or is deleted during the term of this Agreement may be offered transfer or internal redeployment into another position in accordance with the provisions of clause 30(l), 30(m) and 30(n) of this Agreement. This undertaking will not have any effect on the process of performance or disciplinary matters which are pursued separately.
  - ii) Where future business needs cannot be matched through employment

growth in certain areas or by natural attrition, the affected parties reserve the right to consult in respect of matters pertaining to redeployment, salary maintenance and offers of voluntary and involuntary redundancies if they are contemplated.

## **28. TRANSFER OF BUSINESS**

- a) The parties to this Agreement acknowledge the importance of security of employment and the imperative of maintaining agreed terms and conditions of employment contained in this Agreement. In contemplation of these joint objectives the following obligations shall apply.

In this clause “business” includes the operations of the employer covered by the scope of this Agreement as at the date that the Fair Work Commission approves this Agreement. In the event of any dispute about the scope of this clause or this Agreement, “business” will be interpreted to be most beneficial to the employees covered by the scope of this Agreement to enable them to rightfully seek to protect their entitlements if there is a transfer of business relating to their employment.

- b) Where a business or part of a business of the Port of Newcastle (the transmitter) is transmitted from Port of Newcastle to another employer (transmittee) and the employee who at the time of such transmission was an employee of Port of Newcastle, elects to become an employee of the transmittee, Port of Newcastle will take reasonable steps as far as practicable that the terms and conditions of employment paid and applied by the transmittee are the same or no less favourable than those that applied to the employment with Port of Newcastle.

PON shall take reasonable steps to:

- i) Notify the employees affected and the Union that represents them of any proposed changes; and
- ii) Discuss with the employees affected and the Union that represents them the effect of any transfer of business.
- iii) The discussion will commence as soon as practicable after a final decision has been made by Port of Newcastle to a transfer of business or part of the business.

For the purpose of the discussion, PON shall provide in writing the name of the organisation that is acquiring the business or part of the business, provided that PON shall not be required to disclose confidential information the disclosure of which would be prejudicial to PON's interests.

- c) The provisions contained in this clause at the time of lodgment of this Agreement, relating to transfer of business, shall observe all requirements contained in the Fair Work Act or as amended.

## **29. TERMINATION**

- a) With the exception of Casual and Temporary Employees, notice of termination of employment will be in accordance with the NES. Both PON and the Employee are required to give the required period of notice of termination under the NES, save that there is no requirement on an Employee to give additional notice based on the age of the Employee concerned. PON may make a payment in lieu of notice.



<b>Period of Continuous Service</b>	<b>Weeks' Notice</b>
1 Year or less	One
More than 1 Year but not more than 3 Years	Two
More than 3 Years but not more than 5 Years	Three
More than 5 Years	Four

And increased by one (1) week if the Employee is over 45 years of age and has completed at least two (2) years of continuous service at the end of the day notice is given.

- b) In calculating any payment in lieu of notice, the wages an Employee would have received in respect of the ordinary time they would have worked during the period of notice had their employment not been terminated will be used.
- c) The parties to this Agreement agree that normal work shall continue to be performed. PON will consider any unreasonable failure to meet this work requirement to be a refusal to perform duties and PON's policies in relation to disciplinary matters will be followed in such instances.
- d) Notwithstanding anything contained in this clause, in accordance with policies in relation to disciplinary matters, has the right to dismiss any Employee for misconduct or neglect of duty and, in such cases, salary will only be paid up to the time of dismissal.
- e) Notwithstanding the foregoing provisions, trainees who are engaged for a specific period of time shall once the traineeship is completed and provided that the trainees' services are retained have all service including the training period counted in determining entitlements. In the event that an apprentice or trainee is terminated at the end of his or her apprenticeship or traineeship and is reengaged by PON within six months of such termination the period of traineeship shall be counted as service in determining any future termination entitlements.
- f) If an Employee fails to give notice, PON 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.
- g) Where PON has given notice of termination to an Employee, an Employee shall be allowed up to one day's time off without loss of pay for the purpose of seeking other employment. The time off shall be taken at times that are convenient to the Employee after consultation with PON.
- h) Where an Employee has given notice or PON has given notice to an Employee and the Employee is absent from work during the period of notice, unless on approved leave, the Employee will be deemed to have abandoned their employment. In such cases PON will have the right to terminate the contract of employment from the last day worked.

### **30. REDUNDANCY**

- a) Redundancy occurs when PON decides that PON no longer wishes the job the Employee has been doing to be done by anyone and this is not due to the ordinary and customary turnover of labour. Redundancy is subject to the normal consultative processes outlined in this Agreement.

- b) This clause does not apply to casual employees, trainees, employees engaged for a specific period of time or for a specific task, those employees who have previously notified PON in writing of their intention to resign/retire, those employees who have been terminated by reason of misconduct or disciplinary action or where an employee has unreasonably refused an offer of acceptable alternative employment arranged by PON.
- c) Where an Employee is transferred to lower paid duties by reason of redundancy the same period of notice must be given as the Employee would have been entitled to if the employment had been terminated and PON may at their discretion, make payment in lieu thereof of an amount equal to the difference between the former ordinary rate of pay and the new ordinary time rate for the number of weeks of notice still following.

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

<b>Completed Years of Service</b>	<b>Redundancy Entitlement in Weeks</b>	<b>Total Involuntary Redundancy Entitlement in weeks*</b>	<b>Incentive Payment (applies to Voluntary Redundancy only) (in Weeks)</b>	<b>Total Voluntary Redundancy Entitlement (in Weeks)</b>
1	4	4	2	6
2	6	6	4	10
3	9	9	6	15
4	12	12	8	20
5	15	15	8	23
6	18	18	8	26
7	21	21	8	29
8	24	24	8	32
9	27	27	8	35
10	30	30	8	38
11	33	33	8	41
12	36	36	8	44
13	39	39	8	47
14	42	42	8	50
15	45	45	8	53
16	48	48	8	56
17	51	51	8	59
18	52	52	8	60
19 and over	52	52	8	60

\*Involuntary redundancies do not attract such incentive payments.

- d) Week's pay means the applicable PON Grade Base Salary, together with any applicable shift allowances, will form the salary applicable for superannuation, leave entitlements and termination payments.
- e) If an employee accepts the offer of voluntary redundancy, the employee is entitled to the Port of Newcastle Voluntary Redundancy Package, as set out below, which is paid on the applicable PON Grade Base Salary, together with any applicable shift allowances, and contains the following payment components:
1. Four (4) weeks' notice or pay in lieu of the notice period;
  2. An additional one (1) weeks' notice, or pay in lieu for employees aged 45 years or over, with two or more years of completed service;
  3. Severance pay at the rate of three weeks per year of continuous service after the first year capped to a maximum of fifty-two (52) weeks;
  4. Employees who accept an offer of voluntary redundancy within two (2) 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:

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

- f) An Employee whose employment is terminated by reason of redundancy may terminate their employment during the period of notice and, if so, shall not be entitled to payment in lieu of notice.
- g) PON, in a particular redundancy case, may avoid making any severance payment if PON obtains suitable alternative employment for an Employee. In particular, where as a result of restructuring a position is created which did not have an equivalent in the old structure, or it is so different that it is clearly a new position, and PON may choose to maintain that Employee's salary for a period of 12 months. After that time, the salary will be set at the level of the position.
- h) The employee shall be allowed up to one paid days' time off during each week of notice period to seek other external employment. PON may request proof of attendance at interview which may be via statutory declaration if absence is for more than one day for the purpose of seeking other employment.
- i) This clause does not apply to where an employee is terminated as a consequence of conduct that justifies instant dismissal, misconduct, neglect of duty and termination during probationary period.
- j) Notwithstanding the foregoing provisions, trainees who are engaged for a specific period of time shall, once the traineeship is completed and provided that the trainees' services are retained, have all service including the training period counted in determining entitlements.

- k) PON will recognise a trainee's years of service if the trainee is retained once the traineeship is completed or if they are re-engaged within six months of such termination then then the total period of traineeship shall be counted as service in determining any future redundancy entitlements.

Consultation will take place on an ongoing basis with Employees and Unions regarding any restructuring and the process to be used. The parties agree that restructuring will be an ongoing requirement in the interest of achieving greater efficiencies and heightened effectiveness.

- l) Whereas a result of restructuring, the position requirements and remuneration level of the job remain substantially the same, other than its reporting relationships, then the incumbent employee will follow the job.
- m) Where as a result of restructuring, a position is created which did not have an equivalent in the old structure, or it is so different that it is clearly a new position, the following order of filling the vacancy will be as follows:
- i. Through internal redeployment or transfer of a supernumerary Employee where the Employee's substantive or personal salary is greater than the salary for the position and the competencies required for the position are held by the employee or where there is a competency shortfall the requirements can be made up within a reasonable period. Salary maintenance at the higher level will be maintained for the period of twelve (12) months, after which it will be set at the substantive level of the position. However, in recognition that there may be special circumstances which warrant a change to this provision, the parties to this Agreement reserve the right to renegotiate the length of salary maintenance;
  - ii. transfer of supernumerary Employees where the Employee's substantive or personal salary is the same as the salary for the position and the competencies required for the position are held by the Employee or where there is a competency shortfall the requirement can be made up within a reasonable period;
  - iii. where there are two or more Employees to be considered for redeployment or transfer the Employee appointed will be determined on merit at interview;
- n) In addition to the redundancy package, with approval, up to \$2,000 per person will be available for outplacement services and training. These funds must be used within 12 months of the employee exiting PON.

### **31. ANTI-DISCRIMINATION**

- a) It is the intention of the ties bound by this Agreement to seek to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, colour, sex, sexual preference, marital status, physical or mental disability, family or carer's responsibilities, pregnancy, religion, political opinion, national extraction, social origin, transgender identity and age.
- b) The parties will comply with applicable anti-discrimination legislation and PON policies in relation to equal employment opportunity and harassment, as varied from time to time.

## **32. LEGISLATIVE CHANGES**

PON will abide by any further legislative changes, changes to entitlements or changes to employment rules which occur during the life of this Agreement to the extent that they improve the conditions in this Agreement

## **33. DISPUTE RESOLUTION CLAUSE**

- a) In the event of any matter or dispute arising under:
  - i) this Agreement;
  - ii) in relation to the interpretation or application of this Agreement; or
  - iii) the National Employment Standards.

### **Step 1:**

The following procedure will apply. However, the powers of the Fair Work Commission in Step 5 in respect of PON codes, policies and procedures (referred to in clause 11) are limited to conciliation. The matter will in the first instance be discussed between the Employee/s and the immediate manager(s) involved. Discussions should take place between the Employee(s) and their manager within 24 hours and the procedure should not extend beyond 7 calendar days unless agreed between the parties.

If the matter remains unresolved;

### **Step 2:**

It will be referred for discussion between the Union(s) delegate(s) or employee's representative and the employee's manager(s), who shall arrange a conference of the parties to discuss the matter.

If the matter remains unresolved;

### **Step 3:**

It will be referred for discussion between the appropriate Union Official or employee's representative and the employee's Section Manager. The time taken to resolve matters at this step should not exceed 7 calendar days unless agreed between the parties.

If the matter remains unresolved;

### **Step 4:**

It will be referred for discussion between the appropriate Union Official or employee's representative and the CEO and/or their nominee.

If the matter remains unresolved;

### **Step 5:**

In the event that the preceding steps have failed to resolve the matter and/or dispute, any person bound/covered by this Agreement may refer the dispute to FWC for conciliation and/or arbitration pursuant to the Fair Work Act. The parties may also by agreement refer the dispute to another third party to be jointly agreed on by the parties.



It is the intention of the parties that in fulfilment of this clause, FWC shall exercise any of its powers and functions including but not limited to those normally associated with conciliation and arbitration. Accordingly, the parties expressly confer upon FWC, a full range of powers and functions necessary to resolve the matter or matters in dispute.

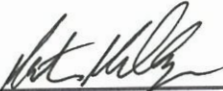
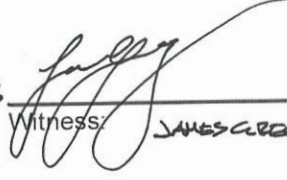
For the avoidance of doubt, the parties consent to the FWC exercising any powers or functions reasonably incidental to the conciliation and/or arbitration of the dispute.



The parties bound/covered by this Agreement agree that any decision or determination of FWC under this clause shall be binding and final by virtue of this clause but note that a decision of a single member of FWC can be appealed to the Full Bench of FWC.



- a) By agreement between the parties bound/covered by this Agreement any or all of the above steps may be bypassed in the interest of speedy resolution of the dispute and/or matter. In any event, if the dispute and/or matter has not been resolved within 10 days of the conclusion of Step 1, then if the parties agree, either party may initiate Step 5.
- b) While any dispute is being resolved, work will continue to proceed under the conditions and arrangements prevailing before the dispute arose without resort to any form of industrial action. Where those conditions cannot be restored, subject to applicable occupational health and safety legislation, work will continue in accordance with the reasonable and lawful direction of the Employer and in accordance with the Employee's skills, competence, training and safe work practices.
- c) The status quo existing before the emergence of a dispute is to continue whilst the dispute procedure is being followed. No party shall be prejudiced as to the final settlement of this dispute by reason of work continuing to proceed in accordance with this clause.
- d) Employees and their representatives who are directly involved in the matter will be released from normal duties without loss of pay to attend any proceedings.
- e) Either party may appoint a representative for the purposes of this clause.
- f) Nothing in this dispute resolution procedure shall prevent the Employees and PON from taking any action considered conducive to resolving matters in dispute.

Signatories to the Port of Newcastle Enterprise Agreement 2023

 Date: 22/06/2023  Date: 22/06/2023  
**Craig Carmody** Witness: Marie Omark  
Chief Executive Officer Port of Newcastle  
Level 4, 251 Wharf Road  
Newcastle 2300

 Date: 21/06/2023  Date: 21-6-23  
**Martin McEvilly** Witness: JAMES CLARKSON  
Industrial Officer  
Australian Maritime Officers Union  
Level 1, 52 Buckingham Street  
Surry Hills NSW 2010

 Date: 20/06/2023  Date: 20/06/2023  
**Warren Smith** Witness: Lisa Mott  
Deputy National Secretary  
Maritime Union of Australia, a division of  
the Construction, Forestry, Maritime,  
Mining and Energy Union  
406-408 King Street  
Newcastle West 2300

 Date: 20/6/23  Date: 20.06.2023  
**Sam Littlewood** Witness: CAROL GODFREY  
National Organiser  
Australian Institute of Marine and Power  
Engineers, Newcastle Branch

## **SCHEDULE A**

### **Level 1**

- May require direction
- Responsible for quality of work and exercises discretion
- Work may be subject to progress and final checking
- Works under guidelines and instructions
- May exercise limited judgment and initiative within the range of their skills, training and knowledge
- Carry out computer functions such as creating documents, basic spreadsheets, saving and retrieving files and basic document formatting. Completing data entry activities relating to the work performed
- Basic clerical skills and administrative activities working within a routine and to administrative procedures
- Working knowledge of office operating procedures
- Inventory control and maintenance of records
- Performs duties related to the operation and maintenance of information technology systems under direction and supervision

### **Level 2**

- Performs activities above Level 1
- Performs duties in relation to accounting and finance under direction and guidance
- Performs reception duties
- Majority of tasks involve administration work
- Requires general guidance
- May assist in the training of lower level employees
- Prepares technical reports to their level of competence
- Complies with quality and cost targets
- Understands and implements quality control techniques
- Requires limited guidance or direction and normally reports to more senior staff as required
- Assists in on-the-job training within their skill specialty



### **Level 3**

- Performs activities above Level 2
- Coordinates security functions
- Requires limited guidance or direction and normally reports to more senior staff as required
- Exercises initiative, discretion and judgment at times in the performance of their duties within approved guidelines
- Extensive experience in the exercise and knowledge of procedures, instructions and regulations relating to general administration and customer enquiries
- Undertake a range of duties requiring the use of written and verbal communications using a variety of computer applications
- Undertake and accept responsibility for more detailed and complex clerical duties than Level 2

### **Level 4**

- Performs duties above Level 3
- The ability to apply detailed knowledge of enterprise operations and structures to complex issues and arrangements
- Work involves diagnosis and the implementation of modification techniques
- Assist in programming of work and projects and development of estimates
- Able to assist in the delivery of training courses
- Accept responsibility for part of a major clerical function
- Exercise initiative, discretion and judgment in the performance of their duties
- Operate with some autonomy
- Accept the responsibility for the delivery of an administrative function through the provision of a level of relevant skills, knowledge and experience in a specific area of operations

### **Level 5**

- Perform duties above Level 4
- Provides technical guidance and advice
- Prepares reports of technical nature
- Have delegated responsibility for work under their control, in terms of scheduling workloads, resolving operational problems and monitoring quality of output

- Regular liaison with function managers
- Supervises and provides on-the-job training for lower level employees
- Applies standardised practices and procedures in the conduct of a range of technical activities
- Undertake activities on an individual basis
- Has a high level of verbal and written communication skills and interpersonal skills
- Undertakes planning and design projects with increasing levels of operational independence
- Work within broadly defined guidelines under limited direction
- Supervise small work groups including contractors
- May be responsible for determining standards and work objectives
- May provide assistance or guidance to lower level employees
- May be required to counsel staff for performance and work related matters

#### **Level 6**

- Perform duties above Level 5
- Provides high level of practical skills and experience in a specialist administrative function
- Has a sound knowledge of organisational programs, policies, activities, structures and function
- Specialises in a single technical function
- Responsible for the accuracy and timeliness of their work without direct supervision
- Provides reports and recommendations to management on technical suitability of equipment, procedures, processes and test results
- Reports on findings and investigative results of minor projects or elements of a larger projects
- Financial delegation responsibilities
- Oversees elements of project budget
- Performs technical duties in a specific field
- Possesses additional skills in another technical field
- Determines and develops standardised methodology
- Exercise significant technical responsibilities on an individual basis

- A senior member of a single technical discipline project team with varying degrees of subordinate complexity
- Undertake project studies independently
- Has ability to analyse situations and take corrective action where required
- Provides advice and assistance to managers and internal clients in a range of areas
- Typically will have worked or studied in a relevant field to enable them to provide specialist advice
- Have strong interpersonal skills and an ability to work autonomously
- Provides specialist consultancy services
- Conducts research into technological and other development which will impact on functional operations

#### **Level 7**

- Perform duties above Level 6
- Responsible for the management of direct reports
- Responsible for decision making, exercising judgment and delegated authority
- Determines standards and work objectives
- Train and supervise lower level employees and deliver training courses
- Exercise significant level of responsibility and decision making which impacts on organisation programs
- Liaise with senior managers on complex matters
- Have delegated responsibility for work under their control, in terms of scheduling workloads, resolving operational problems and monitoring quality of output
- Required to counsel employees at lower levels for performance and work-related matters