Stevedoring Industry Award 2010

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Part 1—Application and Operation

1. Title
This award is the Stevedoring Industry Award 2010.

2. Commencement date
This award commences on 1 January 2010.

3. Definitions and interpretation
3.1 In this award, unless the contrary intention appears:

- **Act** means the *Fair Work Act 2009* (Cth)
- **award-based transitional instrument** has the meaning in the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth)
- **cargo** includes ships stores, fuel oil (whether for bunkers or not), passengers’ luggage or mails
- **employee** means a national system employee as defined in sections 13 and 30C of the Act
- **employer** means a national system employer as defined in sections 14 and 30D of the Act
- **enterprise award-based instrument** has the meaning in the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth)
- **NES** means the National Employment Standards as contained in sections 59 to 131 of the *Fair Work Act 2009* (Cth)
- **ordinary hourly rate** means the minimum weekly rate prescribed in clause 13 divided by 35
- **ordinary pay** means the relevant classification rate for the employee prescribed in clause 13
- **outport** means any port other than that at which the employee was engaged to work
- **ship** includes a barge, lighter, hulk or other vessel
- **standard rate** means the minimum weekly rate for a Grade 4 employee in clause 13
- **stevedoring industry** means the loading and unloading of cargo into or from a ship including its transporting and storage at or adjacent to a wharf
- **wharf** includes a pier, jetty, ramp, or shed, storage or stacking area comprising part of the wharf area used for stevedoring industry activities
3.2 Where this award refers to a condition of employment provided for in the NES, the NES definition applies.

4. **Coverage**

4.1 This award covers employers throughout Australia engaged in the stevedoring industry and their employees in the classifications listed in clause 13 to the exclusion of any other modern award. The award does not cover employers and employees wholly or substantially covered by the following awards:

(a) the *Port Authorities Award 2010*;

(b) the *Coal Export Terminals Award 2010*; and

(c) the *Sugar Industry Award 2010*.

4.2 The award does not cover maintenance contractors covered by the following awards:

(a) the *Manufacturing and Associated Industries and Occupations Award 2010*; or

(b) the *Electrical, Electronic and Communications Contracting Award 2010*.

4.3 The award does not cover an employee excluded from award coverage by the Act.

4.4 The award does not cover employees who are covered by a modern enterprise award, or an enterprise instrument (within the meaning of the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth)), or employers in relation to those employees.

4.5 Where an employer is covered by more than one award, an employee of that employer is covered by the award classification which is most appropriate to the work performed by the employee and to the environment in which the employee normally performs the work.

NOTE: Where there is no classification for a particular employee in this award it is possible that the employer and that employee are covered by an award with occupational coverage.

5. **Access to the award and the National Employment Standards**

The employer must ensure that copies of this award and the NES are available to all employees to whom they apply either on a noticeboard which is conveniently located at or near the workplace or through electronic means, whichever makes them more accessible.

6. **The National Employment Standards and this award**

The NES and this award contain the minimum conditions of employment for employees covered by this award.
7. **Award flexibility**

7.1 Notwithstanding any other provision of this award, an employer and an individual employee may agree to vary the application of certain terms of this award to meet the genuine individual needs of the employer and the individual employee. The terms the employer and the individual employee may agree to vary the application of are those concerning:

(a) arrangements for when work is performed;

(b) overtime rates;

(c) penalty rates;

(d) allowances; and

(e) leave loading.

7.2 The employer and the individual employee must have genuinely made the agreement without coercion or duress.

7.3 The agreement between the employer and the individual employee must:

(a) be confined to a variation in the application of one or more of the terms listed in clause 7.1; and

(b) result in the employee being better off overall than the employee would have been if no individual flexibility agreement had been agreed to.

7.4 The agreement between the employer and the individual employee must also:

(a) be in writing, name the parties to the agreement and be signed by the employer and the individual employee and, if the employee is under 18 years of age, the employee’s parent or guardian;

(b) state each term of this award that the employer and the individual employee have agreed to vary;

(c) detail how the application of each term has been varied by agreement between the employer and the individual employee;

(d) detail how the agreement results in the individual employee being better off overall in relation to the individual employee’s terms and conditions of employment; and

(e) state the date the agreement commences to operate.

7.5 The employer must give the individual employee a copy of the agreement and keep the agreement as a time and wages record.

7.6 Except as provided in clause 7.4(a) the agreement must not require the approval or consent of a person other than the employer and the individual employee.

7.7 An employer seeking to enter into an agreement must provide a written proposal to the employee. Where the employee’s understanding of written English is limited the employer must take measures, including translation into an appropriate language, to ensure the employee understands the proposal.
7.8 The agreement may be terminated:

(a) by the employer or the individual employee giving four weeks’ notice of termination, in writing, to the other party and the agreement ceasing to operate at the end of the notice period; or

(b) at any time, by written agreement between the employer and the individual employee.

7.9 The right to make an agreement pursuant to this clause is in addition to, and is not intended to otherwise affect, any provision for an agreement between an employer and an individual employee contained in any other term of this award.

Part 2—Consultation and Dispute Resolution

8. Consultation regarding major workplace change

8.1 Employer to notify

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

(b) Significant effects include termination of employment; major changes in the composition, operation or size of the employer’s workforce or in the skills required; the elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations; and the restructuring of jobs. Provided that where this award makes provision for alteration of any of these matters an alteration is deemed not to have significant effect.

8.2 Employer to discuss change

(a) The employer must discuss with the employees affected and their representatives, if any, the introduction of the changes referred to in clause 8.1, the effects the changes are likely to have on employees and measures to avert or mitigate the adverse effects of such changes on employees and must give prompt consideration to matters raised by the employees and or their representatives in relation to the changes.

(b) The discussions must commence as early as practicable after a definite decision has been made by the employer to make the changes referred to in clause 8.1.

(c) For the purposes of such discussion, the employer must provide in writing to the employees concerned and their representatives, if any, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees provided that no employer is required to disclose confidential information the disclosure of which would be contrary to the employer’s interests.
9. **Dispute resolution**

9.1 In the event of a dispute about a matter under this award, or a dispute in relation to the NES, in the first instance the parties must attempt to resolve the matter at the workplace by discussions between the employee or employees concerned and the relevant supervisor. If such discussions do not resolve the dispute, the parties will endeavour to resolve the dispute in a timely manner by discussions between the employee or employees concerned and more senior levels of management as appropriate.

9.2 If a dispute about a matter arising under this award or a dispute in relation to the NES is unable to be resolved at the workplace, and all appropriate steps under clause 9.1 have been taken, a party to the dispute may refer the dispute to Fair Work Australia.

9.3 The parties may agree on the process to be utilised by Fair Work Australia including mediation, conciliation and consent arbitration.

9.4 Where the matter in dispute remains unresolved, Fair Work Australia may exercise any method of dispute resolution permitted by the Act that it considers appropriate to ensure the settlement of the dispute.

9.5 An employer or employee may appoint another person, organisation or association to accompany and or represent them for the purposes of this clause.

9.6 While the dispute resolution procedure is being conducted, work must continue in accordance with this award and the Act. Subject to applicable occupational health and safety legislation, an employee must not unreasonably fail to comply with a direction by the employer to perform work, whether at the same or another workplace, that is safe and appropriate for the employee to perform.

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**Part 3—Types of Employment and Termination of Employment**

10. **Types of employment**

An employee may be engaged as a full-time employee, guaranteed wage employee, casual employee, trainee or apprentice. The type of employment must be established at or prior to the commencement of employment.

10.1 **Full-time employment**

A full-time employee is an employee engaged to perform a full week’s work each week.

10.2 **Guaranteed wage employment**

(a) A guaranteed wage employee is an employee who is guaranteed a minimum number or an average number of full shifts each week, or instead of that engagement, is provided the equivalent payment.

(b) For the purposes of leave accruals under the NES, a guaranteed wage employee’s ordinary hours of work will be deemed to be the hours actually worked by the employee over the qualifying period for the leave.
10.3 Casual employment

(a) A casual employee is one engaged and paid as such.

(b) A casual employee will be paid the hourly rate of pay for the relevant classification plus a loading of 25%. This loading is paid instead of entitlements which by virtue of the NES or this award do not apply to casual employees.

(c) The minimum payment for a casual employee will be for one shift on any one day that the employee is required to work.

11. Termination of employment

11.1 Notice of termination is provided for in the NES.

11.2 Notice of termination by an employee

The notice of termination required to be given by an employee is the same as that required of an employer except that there is no requirement on the employee to give additional notice based on the age of the employee concerned. If an employee fails to give the required notice the employer may withhold from any monies due to the employee on termination under this award or the NES, an amount not exceeding the amount the employee would have been paid under this award in respect of the period of notice required by this clause less any period of notice actually given by the employee.

11.3 Job search entitlement

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

12. Redundancy

12.1 Redundancy pay is provided for in the NES.

12.2 Transfer to lower paid duties

Where an employee is transferred to lower paid duties by reason of redundancy, the same period of notice must be given as the employee would have been entitled to if the employment had been terminated and the employer may, at the employer’s option, make payment instead of an amount equal to the difference between the former ordinary time rate of pay and the ordinary time rate of pay for the number of weeks of notice still owing.

12.3 Employee leaving during notice period

An employee given notice of termination in circumstances of redundancy may terminate their employment during the period of notice. The employee is entitled to receive the benefits and payments they would have received under this clause had
they remained in employment until the expiry of the notice, but is not entitled to payment instead of notice.

12.4 Job search entitlement

(a) An employee given notice of termination in circumstances of redundancy will be allowed up to one day’s time off without loss of pay during each week of notice for the purpose of seeking other employment.

(b) If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee must, at the request of the employer, produce proof of attendance at an interview or they will not be entitled to payment for the time absent. For this purpose a statutory declaration is sufficient.

(c) This entitlement applies instead of clause 11.3.

12.5 Transitional provisions

(a) Subject to clause 12.5(b), an employee whose employment is terminated by an employer is entitled to redundancy pay in accordance with the terms of a notional agreement preserving a State award:

(i) that would have applied to the employee immediately prior to 1 January 2010, if the employee had at that time been in their current circumstances of employment and no agreement made under the Workplace Relations Act 1996 (Cth) had applied to the employee; and

(ii) that would have entitled the employee to redundancy pay in excess of the employee’s entitlement to redundancy pay, if any, under the NES.

(b) The employee’s entitlement to redundancy pay under the notional agreement preserving a State award is limited to the amount of redundancy pay which exceeds the employee’s entitlement to redundancy pay, if any, under the NES.

(c) This clause does not operate to diminish an employee’s entitlement to redundancy pay under any other instrument.

(d) This clause ceases to operate on 31 December 2014.

Part 4—Minimum Wages and Related Matters

13. Classifications and minimum wage rates

13.1 Wage rates

An adult employee will be paid a minimum weekly rate for their classification as set out in the table below.

<table>
<thead>
<tr>
<th>Grade</th>
<th>Minimum weekly rate</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$</td>
</tr>
<tr>
<td>Grade 1</td>
<td>528.87</td>
</tr>
<tr>
<td>Grade 2</td>
<td>564.87</td>
</tr>
</tbody>
</table>
Grade | Minimum weekly rate $  
---|---  
Grade 3 | 596.10  
Grade 4 | 632.80  
Grade 5 | 646.66  
Grade 6 | 691.28  
Grade 7 | 792.00 (including residual component of $10.39)

13.2 **Hourly rate**  

The applicable hourly rate of pay will be determined by dividing the total weekly wage for the classification by 35.

13.3 **Classifications**  

The classification structure and descriptors for the above classifications are contained in Schedule A—Classification Structure.

13.4 **Re-grading**  

(a) An employee who does not retain the competency, skills or qualifications necessary for the employee’s grade may be re-graded downwards to the next grade below for which the employee qualifies, provided that:

(i) there is notice in writing to the employee of the intention to apply this clause containing particulars of the lost competency, skills or qualifications;

(ii) a re-grading under this clause will not take place before the employee has had a reasonable opportunity to recover the lost competency, skills or qualifications; and

(iii) if the employee raises with the employer a grievance concerning the re-grading within three days after it is to take effect the regrading will be deemed not to have taken effect until it has been determined under the avoidance of disputes procedure.

(b) This clause will not apply to an employee:

(i) whose loss of competency, skills or qualifications results directly from an injury or illness for which the employee is entitled to workers compensation; or

(ii) who, upon the written advice of a medical practitioner is no longer capable of performing the duties or functions for which the employee is classified, provided that in these circumstances the employer may nominate the medical practitioner and in addition the employer may require, or the employee may request, periodic medical reviews which may include reference to a specialist medical practitioner.

(c) In circumstances where clause 13.4(b) applies the employee will retain the higher rate of pay.
13.5 Training

(a) Costs in connection with off-the-job training required by the employer, including prescribed fees and textbooks will be reimbursed by the employer.

(b) Travel costs incurred by an employee undertaking training required by the employer which exceed those normally incurred in travelling to and from work will be reimbursed by the employer.

13.6 Apprentices

(a) Apprentices will be paid as follows:

<table>
<thead>
<tr>
<th>Year of apprenticeship</th>
<th>Percentage of standard rate per week</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st year</td>
<td>42%</td>
</tr>
<tr>
<td>2nd year</td>
<td>55%</td>
</tr>
<tr>
<td>3rd year</td>
<td>75%</td>
</tr>
<tr>
<td>4th year</td>
<td>88%</td>
</tr>
</tbody>
</table>

(b) Apprentices will receive the same conditions of employment which apply to tradespersons.

(c) Apprentices will be paid allowances in accordance with the provisions of the award.

(d) Apprentices will receive full day time training without loss of pay. The employer will pay all technical college fees.

13.7 Supported wage system

See Schedule B

13.8 School-based apprentices

See Schedule C

13.9 National training wage

See Schedule D

14. Allowances

14.1 A stevedoring employee Grade 3 or 4 who is trained, competent and required to perform specialist functions of both an operational and clerical nature undertaken by employees within that grade (not merely the performance by an operational employee of incidental clerical functions and vice versa) will be paid for all purposes of the award the rate of 2.87% of standard rate per week in addition to the rate prescribed for the employee’s grade.

14.2 A maintenance tradesperson employed as a stevedoring employee Grade 4 who is undertaking accredited training towards an appropriate post-trade certificate which
would justify reclassification to stevedoring employee Grade 6 will be eligible for the following weekly rates:

(a) upon completion of 33% of the modules required – 105% of Grade 4; and
(b) upon completion of 66% of the modules required – 110% of Grade 4.

14.3 Leading hand tradesperson

A tradesperson placed in charge of others will be paid the following:

(a) when in charge of not less than three employees, but not more than 10 employees – 4.08% of standard rate per week extra;
(b) when in charge of not less than 11 employees, but not more than 20 employees – 6.07% of standard rate per week extra; and
(c) when in charge of more than 20 employees – 7.76% of standard rate per week extra.

14.4 Laundry allowance

The employer will pay each employee an amount of $9.20 per week for each set of overalls or other clothing issued, instead of as a laundry or dry cleaning allowance, up to a maximum of two sets of such clothing.

14.5 Telephone allowance

Where an employer requires an employee to telephone for allocation or cancellation or to be available for contact by telephone, the employer will pay each employee 1.36% of standard rate per week as a telephone allowance.

14.6 Terminal operation allowance

Each employee engaged in a terminal operation will receive the following allowance per week:

<table>
<thead>
<tr>
<th>Classification</th>
<th>Percentage of standard rate per week</th>
</tr>
</thead>
<tbody>
<tr>
<td>Grade 1 to 5</td>
<td>Operational</td>
</tr>
<tr>
<td>Grade 3 to 5</td>
<td>Clerical</td>
</tr>
<tr>
<td>Grade 4, 6 and 7</td>
<td>Maintenance</td>
</tr>
<tr>
<td>Grade 6 and 7</td>
<td>Supervisory</td>
</tr>
<tr>
<td>Grade 3</td>
<td>Security</td>
</tr>
</tbody>
</table>

14.7 Disability allowances

The allowances prescribed in clause 14.6 are consolidated disability allowances which compensate employees for disabilities incurred in the performance of their work, including, but not limited to the following:

(a) In relation to stevedoring employees Grades 1 to 5 Operational and Grades 6 and 7 Supervisory, working in the rain, wearing wet weather clothing, working on hot or cold days, working in dirty or obnoxious conditions, working where a
danger rate would normally apply, working oiling or greasing and to cover abnormal costs incurred by the employee where, due to irregularity of public transport, the employee is involved in excess payments in order to present themselves for work at the place of employment.

(b) In relation to stevedoring employees Grades 3 to 5 Clerical, working on hot or cold days, working in dirty or obnoxious conditions and to cover abnormal costs incurred by the employee where, due to irregularity of public transport, the employee is involved in excess payments in order to present themselves for or return from work at the place of employment.

(c) In relation to stevedoring employees Grades 4, 6 and 7 Maintenance, unusually dirty work, confined spaces, heights, weather conditions (working in wet and windy conditions), hazardous working positions, for example outside safety rails, activating limit switches and or releasing spreaders on stacked containers, etc., working in hours of darkness, for example in relation only to the hazards of working in hours of darkness, working in or near live equipment, vertical climbs to towers, working under pressure when ships are loading, using explosive powered tools, soot from ship’s funnels, noisy conditions in machinery houses, workshops, portainer cranes, and ro/ro vessels, working in and about areas containing insulwool, periodical heavy lifts when equipment is in such a position that it is only possible for one employee to work in the area and not possible to place lifting gear, travelling and fares allowance to cover call backs and other overtime, the supply and maintenance of tools ordinarily required in the performance of their work and any other job disabilities that may occur that would normally attract a disability allowance.

(d) In relation to stevedoring employees Grade 3 Security, working in wet, hot, cold and windy conditions, wearing wet weather gear, patrol work in hours of darkness, noise and fumes from heavy vehicles, etc., transport difficulties associated with travelling on shiftwork.

14.8 Allowances to apply only when employee available for or works in industry

The allowances prescribed for operational, clerical and maintenance stevedoring employees will only apply in respect of a week or part thereof in which the employee is available for or performs work in the industry.

14.9 Stevedoring operations – other than in terminal operations

Employees engaged in stevedoring operations other than in terminal operations will receive the following extra rates per hour when working on the cargoes or in the circumstances referred to below.

(a) Explosives – 0.26% of standard rate.

(b) Bulk grain:
   
   (i) barley and oats – 0.35% of standard rate; or
   
   (ii) others – 0.27% of standard rate.

(c) Freezer cargoes:
(i) where the temperature in the place of work is below minus 12 degrees – 0.23% of standard rate; or

(ii) where the temperature in the place of work is minus 12 degrees and above – 0.11% of standard rate.

(d) Nickel concentrates – 0.74% of standard rate.

(e) First aid employees – 0.48% of standard rate.

14.10 Roll-on and roll-off vessel allowance

An employee who is working on a roll-on and roll-off vessel will receive a payment of 0.18% of standard rate per hour to compensate for noise to which the employee is exposed.

14.11 First aid allowance

(a) An employee who has been trained to render first aid and who possesses an appropriate first aid qualification such as a St John Ambulance certificate will be paid an allowance of 2.13% of standard rate per week if required by the employer to perform first aid duties.

(b) This allowance will not be payable to an employee who is classified as a stevedoring employee Grade 3 who performs first aid duties as a primary function.

14.12 Licences, trades certificates and other qualifications allowance

Where the employer requires an employee to obtain or maintain a licence, trades certificate or other qualification, the employer will reimburse the employee for the cost associated with obtaining and maintaining such licence, trades certificate or qualification. An employee so required will not suffer loss of pay.

14.13 Electrician’s licence allowance

An electrical worker who is an electrical mechanic who holds and in the course of their duties may be required to use an unrestricted licence must be paid an all purpose allowance of 4.55% of standard rate per week.

14.14 Safety footwear and clothing allowance

The employer must reimburse the employee for the cost of purchasing protective clothing, provided that there will be no reimbursement for protective clothing over and above:

(a) one pair of safety boots or shoes each year;

(b) two pairs of overalls each year which, at the employee’s discretion, may be replaced by shorts and a shirt or trousers and a shirt;

(c) a winter jacket each two years;

(d) a wide brimmed summer hat each three years;

(e) a hard hat and safety vest as a personal issue replaced on a needs basis; and
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(f) three pairs of general duties gloves, plus a pair of driving gloves each year.

Provided that this clause will not apply where the protective clothing and other articles are provided by the employer.

14.15 Outports

(a) An employee may be required to transfer to work in an outport.

(b) Where an employee is required to stay overnight in an outport the employer will reimburse the cost of accommodation and necessary meals, unless the employer directly provides the accommodation and necessary meals, on the following terms:

(i) where accommodation and necessary meals are provided, the employee will be reimbursed $28.10 per day to cover out of pocket expenses;

(ii) pay the employee an allowance of $96.80 per day in circumstances where the transfer is for a defined number of days; or

(iii) pay the employee an allowance of $131.80 per day in circumstances where the transfer is for a flexible number of days.

(c) An employee required by the employer to remain in an outport on a Saturday, Sunday or holiday, but not required to work will be paid an allowance of $84.50 per day.

(d) Instead of clause 14.15(c) the employee may, at the employer’s discretion, be returned to their home port at the employer’s expense.

(e) The time occupied in travelling to and from an outport will be paid at the ordinary rate of pay or, in circumstances where the transfer is for a flexible number of days, be paid at the rate appropriate to the first shift worked for the outward journey, and at the rate appropriate to the last shift worked on the homeward journey.

(f) An employee required to travel on the day shift in excess of three hours and work an evening shift will be paid for the second shift as if working a double header.

(g) An employee required by the employer to use their own motor vehicle will be paid an allowance of $0.74 per kilometre while travelling to and from the outport.

(h) Employees other than Grade 7 employees will not be required to stay in an outport for longer than seven days. A Grade 7 employee will not be required to stay in an outport beyond 10 days provided this period may be extended by 24 hours to complete a vessel including travelling time to the employee’s home port.

14.16 Vehicle allowance

Where an employee is required by the employer to use their own vehicle on the employer’s business, the employer will pay the employee $0.74 per kilometre travelled.
14.17 Expenses for stevedoring employees Grade 7

In addition to the allowances referred to above, employees to whom this clause applies will receive:

(a) a car allowance of $72.80 per week where the employee is required by the employer to use their own vehicle whilst on company business;

(b) reimbursement for telephone rental, business local and business long distance calls; and

(c) any other reasonable expense incurred on behalf of, or in the services of, the employer.

14.18 Adjustment of expense related allowances

(a) At the time of any adjustment to the standard rate, each expense related allowance will be increased by the relevant adjustment factor. The relevant adjustment factor for this purpose is the percentage movement in the applicable index figure most recently published by the Australian Bureau of Statistics since the allowance was last adjusted.

(b) The applicable index figure is the index figure published by the Australian Bureau of Statistics for the Eight Capitals Consumer Price Index (Cat No. 6401.0), as follows:

<table>
<thead>
<tr>
<th>Allowance</th>
<th>Applicable Consumer Price Index figure</th>
</tr>
</thead>
<tbody>
<tr>
<td>Outports allowance</td>
<td>All groups</td>
</tr>
<tr>
<td>Meal allowance</td>
<td>Take away and fast foods sub-group</td>
</tr>
<tr>
<td>Vehicle allowance</td>
<td>Private motoring sub-group</td>
</tr>
<tr>
<td>Laundry allowance</td>
<td>Clothing and footwear group</td>
</tr>
</tbody>
</table>

14.19 District allowances

(a) Northern Territory

An employee in the Northern Territory is entitled to payment of a district allowance in accordance with the terms of an award made under the Workplace Relations Act 1996 (Cth):

(i) that would have applied to the employee immediately prior to 1 January 2010, if the employee had at that time been in their current circumstances of employment and no agreement made under the Workplace Relations Act 1996 (Cth) had applied to the employee; and

(ii) that would have entitled the employee to payment of a district allowance.

(b) Western Australia

An employee in Western Australia is entitled to payment of a district allowance in accordance with the terms of a notional agreement preserving a State award or an award made under the Workplace Relations Act 1996 (Cth):

(i) that would have applied to the employee immediately prior to 1 January 2010, if the employee had at that time been in their current circumstances
of employment and no agreement made under the *Workplace Relations Act 1996* (Cth) had applied to the employee; and

(ii) that would have entitled the employee to payment of a district allowance.

(c) This clause ceases to operate on 31 December 2014.

15. **Accident pay**

15.1 Subject to clause 15.2, an employee is entitled to accident pay in accordance with the terms of:

(a) a notional agreement preserving a State award that would have applied to the employee immediately prior to 1 January 2010 or an award made under the *Workplace Relations Act 1996* (Cth) that would have applied to the employee immediately prior to 27 March 2006, if the employee had at that time been in their current circumstances of employment and no agreement made under the *Workplace Relations Act 1996* (Cth) had applied to the employee; and

(b) that would have entitled the employee to accident pay in excess of the employee’s entitlement to accident pay, if any, under any other instrument.

15.2 The employee’s entitlement to accident pay under the notional agreement preserving a State award or the award is limited to the amount of accident pay which exceeds the employee’s entitlement to accident pay, if any, under any other instrument.

15.3 This clause does not operate to diminish an employee’s entitlement to accident pay under any other instrument.

15.4 This clause ceases to operate on 31 December 2014.

16. **Superannuation**

16.1 **Superannuation legislation**

(a) Superannuation legislation, including the *Superannuation Guarantee (Administration) Act 1992* (Cth), the *Superannuation Guarantee Charge Act 1992* (Cth), the *Superannuation Industry (Supervision) Act 1993* (Cth) and the *Superannuation (Resolution of Complaints) Act 1993* (Cth), deals with the superannuation rights and obligations of employers and employees. Under superannuation legislation individual employees generally have the opportunity to choose their own superannuation fund. If an employee does not choose a superannuation fund, any superannuation fund nominated in the award covering the employee applies.

(b) The rights and obligations in these clauses supplement those in superannuation legislation.

16.2 **Employer contributions**

An employer will make such superannuation contributions to a superannuation fund for the benefit of an employee as will avoid the employer being required to pay the superannuation guarantee charge under superannuation legislation with respect to that employee.
16.3 Voluntary employee contributions

(a) Subject to the governing rules of the relevant superannuation fund, an employee may, in writing, authorise their employer to pay on behalf of the employee a specified amount from the post-taxation wages of the employee into the same superannuation fund as the employer makes the superannuation contributions provided for in clause 16.2.

(b) An employee may adjust the amount the employee has authorised their employer to pay from the wages of the employee from the first of the month following the giving of three months’ written notice to their employer.

(c) The employer will pay the amount authorised under clauses 16.3(a) or (b) no later than 28 days after the end of the month in which the deduction authorised under clauses 16.3(a) or (b) was made.

16.4 Superannuation fund

Unless, to comply with superannuation legislation, the employer is required to make the superannuation contributions provided for in clause 16.2 to another superannuation fund that is chosen by the employee, the employer must make the superannuation contributions provided for in clause 16.2 and pay the amount authorised under clauses 16.3(a) or (b) to one of the following superannuation funds:

(a) Maritime Super; or

(b) any superannuation fund to which the employer was making superannuation contributions for the benefit of its employees before 12 September 2008, provided the superannuation fund is an eligible choice fund.

16.5 Absence from work

Subject to the governing rules of the relevant superannuation fund, the employer must also make the superannuation contributions provided for in clause 16.2 and pay the amount authorised under clauses 16.3(a) or (b):

(a) Paid leave—while the employee is on any paid leave;

(b) Work-related injury or illness—for the period of absence from work (subject to a maximum of 52 weeks) of the employee due to work-related injury or work-related illness provided that:
   
   (i) the employee is receiving workers compensation payments or is receiving regular payments directly from the employer in accordance with the statutory requirements; and

   (ii) the employee remains employed by the employer.

Part 5—Hours of Work and Related Matters

17. Ordinary hours of work and rostering

17.1 The ordinary hours of work for employees other than casual and guaranteed wage employees will be an average of 35 hours per week.
17.2 Travelling and washing time

Travelling and washing time, where applicable, will be paid and taken before or after the normal commencing or finishing times of a shift or the usual working hours and will be paid at the rate applicable to the shift.

17.3 Day work

An employer may introduce day work arrangements in accordance with this clause.

(a) Day work means work performed by employees, other than shiftworkers, where the ordinary hours of work are worked between 7.00 am and 5.00 pm, Monday to Friday inclusive.

(b) An employee who is working day work is entitled to an unpaid meal break of 30 minutes duration and a paid rest period of 15 minutes duration except in the case of an employee engaged in the stevedoring industry on 25 November 1991 who maintain their entitlement to paid meal breaks and rest periods and an additional week’s annual leave.

(c) An employee working day work may not work in a relieving capacity for shiftworkers except by agreement with the individual employee.

(d) A day work employee required to continue working during a break will be paid overtime at the rate of the ordinary rate in addition to the rate applicable to the hours worked. The employee will continue to be paid overtime until the break is taken.

(e) Where a day work employee is required to work overtime on a Saturday or Sunday or a public holiday, a meal allowance of $14.90 will be paid unless the employer directly provides a reasonable hot meal.

18. Shiftwork

18.1 Shiftwork means where the ordinary hours of work average 35 hours a week worked between the commencement of night shift Sunday and either:

(a) the conclusion of the evening shift on the following Friday;

(b) the conclusion of the evening shift on the following Saturday; or

(c) the conclusion of the evening shift the following Sunday (which is seven day continuous shiftwork).

18.2 Subject to the qualification in clause 18.14(b)(ii), the normal length of each shift will be seven hours.

18.3 There are three types of shiftwork:

- **day shift** commences between 6.00 am and 9.00 am;

- **evening shift** commences between 1.00 pm and 5.00 pm; and

- **night shift** commences at or after 10.00 pm.
18.4 **Seven day continuous shiftwork** means work performed on shifts on each of the seven days of the week and may be worked over one, two or three shifts on each day.

18.5 **Payment for shiftworkers**

All time worked will be paid as follows:

(a) day shift on Monday to Friday – no additional payment;
(b) day shift on Saturday – double the ordinary rate;
(c) day shift on Sunday – two and a half times the ordinary rate;
(d) evening shift on Monday to Friday – one and a half times the ordinary rate;
(e) evening shift on Saturday – double the ordinary rate;
(f) evening shift on Sunday – two and a half times the ordinary rate;
(g) night shift on Sunday to Friday – double the ordinary rate; and
(h) night shift on Saturday – two and a half times the ordinary rate.

18.6 An employee who, by direction of the employer, reports at the commencing time of the day shift but is not employed and is instructed to report back for work on the following evening or night shift will be paid for four hours at the ordinary rate to compensate for reporting at the commencement of the day shift in addition to their weekly wage.

18.7 An employee who, by direction of the employer, reports for work at the commencing time of the evening or night shift will be paid the shift penalty for the full shift.

18.8 An employee who, by direction of the employer, reports for work on a Saturday, Sunday or public holiday will be paid for a minimum of seven hours at the appropriate rate.

18.9 Except in the case of emergency:

(a) an employee who has worked a night shift will not be required to work the next succeeding evening shift; and
(b) an employee who has worked a day shift will not be required to work the next succeeding night shift.

18.10 Where 12 hour shifts are introduced, the ordinary hours must not exceed an average of 35 hours per week. Twelve hour shifts are inclusive of meal breaks and rest periods.

18.11 When an employee working on the evening shift ceases duty at a time when the usual or reasonable means of conveyance are not available, the employer will pay or alternatively reimburse the cost associated with providing such conveyance, provided always that where the employer provides such conveyance, the obligation with respect to payment or reimbursement will have been fulfilled.
18.12 **Meal and rest periods for shiftworkers**

(a) Shiftwork employees working a seven hour shift are entitled to a 45 minutes paid rest break or breaks during the ordinary hours of work.

(b) Shiftwork employees working an eight hour shift are entitled to a 60 minutes paid rest break or breaks during the ordinary hours of work.

(c) Where a shiftwork employee is required to work more than one hour’s overtime prior to the commencement of or following the conclusion of their normal starting or finishing time, the employee is entitled to an additional 15 minutes paid rest break.

(d) Meal breaks and rest periods will be taken at a time and manner agreed between the employer and the employee and may be staggered.

(e) An employee required to continue working during a rest break will be paid overtime at the rate of the ordinary rate in addition to the rate applicable to the shift worked. The employee will continue to be paid overtime until the break is taken.

18.13 **Meal allowance**

(a) A shiftwork employee is entitled to be paid a meal allowance in addition to overtime payments (unless a reasonable hot meal has been provided) if:

(i) an employee works more than an hour after or before their normal finishing or starting time including where a double header is worked; or

(ii) an employee is required to work overtime on a day shift on a Saturday or any shift on a Sunday or public holiday.

(b) The meal allowance is $10.65.

18.14 **Rostering arrangements**

(a) An employer may roster employees to perform shiftwork in accordance with this award.

(b) The employer may agree with the union or a majority of employees at the workplace the following:

(i) five, six or seven day shift arrangements with either irregular or regular rostering;

(ii) changes to the length of each shift provided that the ordinary hours of work will not exceed a weekly average of 35 hours;

(iii) where a seven day continuous shiftwork roster is to be worked inclusion in the ordinary hours of work of shifts worked on holidays, as prescribed by clause 25, as well as Saturdays and Sundays, provided that payment for such shifts is in accordance with this award;

(iv) provisions for the timing of meal breaks or rest periods;

(v) provisions for the extension of shifts provided that all such extensions will be paid at overtime rates;
(vi) notification and cancellation arrangements; and

(vii) staggering of shift start and finish times.

(c) No rostering arrangement will require an employee to change shifts if the change would necessitate the working of two consecutive shifts, or to work more than one shift on any one day.

18.15 Day and shiftwork interchange

(a) Where day work has been implemented, the employer may change employees from day work to shiftwork or from shiftwork to day work on seven days notice.

(b) Where an employee is changed from shiftwork to day work, they will not forfeit any shiftwork conditions including paid meal breaks and additional annual leave provided in clauses 18.12 to 18.15.

19. Overtime and penalty rates

19.1 Overtime rates

Where an employer requires an employee to work overtime the following rates of pay apply:

(a) for day work employees, work performed in excess of or outside the ordinary hours the rate of pay will be on Monday to Saturday twice the ordinary rate and on Sunday or a public holiday, two and a half times the ordinary rate;

(b) for shiftwork employees, all time worked prior to the commencement of or following the conclusion of a shift during which the employee’s ordinary hours of work are performed and such time is continuous with the shift, the rate of pay for the overtime is the ordinary rate in addition to the rate appropriate to the shift in which the overtime is worked; and

(c) for shiftworker employees, overtime which is not continuous with a shift during which the employee’s ordinary hours of work are performed, the rate of pay will be twice the ordinary rate on Monday to Saturday, and two and a half times the ordinary rate on Sunday and for day and evening shifts on a public holiday, and three times the ordinary rate on a night shift on a public holiday.

19.2 Minimum payment for overtime

(a) An employer who requires an employee to work overtime continuous with the employee’s ordinary hours of work must pay the employee the following minimum payments:

(i) for day work employees – one, two or three hours;

(ii) for shiftwork employees for overtime continuous with a day shift:

- one or two hours where a seven hour shift is worked, provided that the shift may be extended up to three hours by agreement; or
• one where a shift not being a seven hour shift is worked, provided that the shift may be extended up to two or three hours by agreement; and

(iii) for shiftwork employees for overtime continuous with the evening or night shift – one hour, provided that the shift may be extended up to two or three hours by agreement.

(b) An employer who requires an employee to work overtime which is not continuous with the ordinary hours of work must pay the employee a minimum payment of seven hours.

(c) Except that where an employee is required to start work earlier than their normal commencement time or continue working after their normal finishing time for the purpose of:

(i) preparatory work such as removing hatches and unlashing cargo, and closing work such as replacing hatches and lashing cargo;

(ii) providing continuity between shifts including preparatory work and handover to reliefs; or

(iii) refuelling and or starting up machines or equipment or carrying out minor repairs forming part of any necessary preparatory work,

the minimum overtime payment will be 30 minutes at the appropriate overtime rate.

19.3 Maximum duration of overtime

An employee will not, unless working a double header, be required to work for a period in excess of:

(a) 10 hours, where the overtime attaches to a day shift; or

(b) eight or nine hours, where the overtime attaches to an evening or night shift respectively.

19.4 Employees ineligible to work overtime

An employee who has worked two hours or more overtime prior to the commencement of the shift or the ordinary working hours may elect not to work overtime at the end of a shift.

19.5 Grade 7 employees

A Grade 7 employee who is required to present at or liaise with a pickup centre to implement labour orders outside their ordinary shift hours, must be paid a minimum payment of four hours at the appropriate rate. If such payment is made for Saturday, Sunday or a public holiday then the allowance provided for in clause 14.15(c) does not apply.

19.6 Additional day off/day work

Where an employee works overtime on a Saturday or Sunday and has worked on seven consecutive days (including the overtime) the employee will be entitled to a day of paid leave on a working day in the following 14 days, or any other working day by agreement between the employee and employer.
19.7 **Normal transport not available**

When an employee ceases duty after working overtime and at a time when the usual or reasonable means of conveyance are not available, the employer will provide or alternatively reimburse the costs associated with providing such conveyance to the employee’s place of residence, provided always that where the employer provides such conveyance, the obligation with respect to payment or reimbursement will have been fulfilled.

19.8 An employee who has worked overtime (including a double header) must not be required to report for duty for at least nine hours after the employees ceased work on overtime.

20. **Call back**

20.1 **Call back** occurs when a maintenance employee is recalled to work overtime after leaving the employer’s premises, whether notified before or after leaving the premises, but does not include where an employee is notified and works overtime in accordance with the overtime provisions of this award.

20.2 **Minimum payment for a call back**

(a) The minimum payment for each time the employee is recalled is as follows:

(i) four hours at the appropriate overtime rate;

(ii) if the call back is for a period of between four and six hours, six hours at the appropriate overtime rate; or

(iii) if the call back is for a period of more than six hours, the minimum payment is for a full shift at the appropriate overtime rate. If the job for which the employee was recalled to perform is completed within a shorter period, the employee will not be required to work the full shift, except in the case of unforeseen circumstances arising.

(b) For the purposes of calculating an employee’s payment when recalled, an employee will be paid from the time the employee leaves home until the time they return home.

(c) **Rest Periods**

An employee must have a 10 hour rest period after each call back before 5.00 am unless:

(i) it is customary for an employee to return to their employer’s premises to perform a specific job outside their reasonable working hours; or

(ii) the overtime is continuous (subject to a reasonable meal break) with the completion or commencement of ordinary working time.

21. **Double header**

21.1 **Double header** is where a shiftwork employee works two consecutive shifts. A double header may only be worked where there is no suitable relief available.
21.2 An employee may only work a double header following day shift.

21.3 Double header eligibility

(a) An employee who has worked overtime prior to the commencement of a shift may elect not to work a double header.

(b) An employee may only be required to work two double headers a week.

(c) An employee must not work double headers on consecutive days.

21.4 Payment for double headers

(a) Double headers will be paid as follows:

(i) Monday to Friday, the ordinary rate and the rate appropriate to the additional shift worked; and

(ii) Saturdays, Sundays and public holidays, half the ordinary rate and the rate appropriate to the additional shift worked.

(b) Where employees work a second double header in a week, they can elect to be paid the rate appropriate to the additional shift worked and accrue a day of paid leave.

21.5 Meal breaks and allowances

(a) An employee who works a double header will be entitled to a paid meal break of one hour to be taken immediately following the conclusion of the first shift. The meal break will be paid as time worked. An employee who is unable to take a meal break will be paid an additional three hours at the ordinary rate of pay.

(b) An employee who works a double header will be paid a meal allowance as prescribed by clause 18.13.

21.6 Additional conditions

(a) Where confirmation of a requirement to work a double header has been given such requirement cannot be cancelled without payment for the double header as though worked.

(b) No employee will be required to work a double header against the employee’s will if there is another suitably skilled employee available in the appropriate classification who is willing to work the double header.

(c) Unless otherwise agreed by the employer and the employees, no employee will be required to work any further overtime following the double header.

Part 6—Leave and Public Holidays

22. Annual leave

22.1 Annual leave is provided for in the NES. The following provisions supplement Division 6 of the NES.
22.2 Annual leave loading

A loading of 27.5% is payable in addition to the payment for the leave.

22.3 Shiftworkers

For the purpose of Division 6 of the NES a shiftworker is an employee who is available to work on any shift Monday to Sunday and who actually attends for work as required from time to time on both Saturday and Sunday.

22.4 Annual leave may be taken in separate periods

An employee may elect to take annual leave in three separate periods each of at least one week’s duration if agreed by the employer.

22.5 Public holidays falling during annual leave

(a) If a public holiday falls during an employee’s annual leave, and is on a day which the employee would otherwise have worked as ordinary time, then:

   (i) an extra day should be added to the employee’s annual leave; or
   
   (ii) an extra day may be taken separately at a mutually agreed time within the following 12 months.

(b) The employee will not receive the extra day instead of the public holiday unless:

   (i) the employee is available to start work at the next rostered shift on the first working day after their annual leave ends; or

   (ii) the employee has reasonable cause for not being available.

22.6 Pay rises occurring during a period of leave

In the event that a pay increase commences during an employee’s annual leave, the employee is entitled to be paid the additional entitlement for the period of the annual leave occurring on or after the date of the increase at the new rate plus the loading.

23. Personal/carer’s leave and compassionate leave

23.1 Personal/carer’s leave and compassionate leave are provided for in the NES.

23.2 Payment for accrued personal/carer’s leave on retirement

Where an employee:

(a) dies, retires, is made redundant or resigns their employment after 10 years service; or

(b) is accepted by their superannuation fund as totally or permanently disabled;

the employee (or in the case of death, the employee’s personal legal representative) will be paid an amount equivalent to the employee’s unused accumulated sick leave entitlement at the ordinary rate of pay.
23.3 Payment for excess accrued sick leave

Where an employee has accumulated as at 1 July of any year more than 28 days unused sick leave, the employee may elect to receive an amount equivalent to all or part of the accumulated sick leave in excess of 28 days at the ordinary rate of pay instead of actual leave.

23.4 Evidence requirements

(a) The employee will, if required by the employer, establish by the production of a statutory declaration, that the employee was unable to work because of injury or personal illness.

(b) In the case where the period of absence is extensive or where the employee failed to report for duty in circumstances where, in the employer’s opinion, a requirement for confirmation for the reason for the absence is justified, the employer may require the employee to produce a legally qualified medical practitioner’s certificate that the employee was unable, in the medical practitioner’s opinion, to attend for work through personal illness or injury.

24. Community service leave

Community service leave is provided for in the NES.

25. Public holidays

25.1 Public holidays are provided for in the NES.

25.2 Where an employee works on a public holiday the time worked will be paid at the rate of double time and a half of the ordinary rate provided that where an employee works the night shift they will be paid at the rate of triple time.

25.3 An employee who performs work on Christmas Day, Good Friday, Anzac Day or Labour Day (as gazetted or proclaimed), in addition to the payments prescribed by this clause, will accrue an additional day’s leave which will be taken at a time agreed between the employee and the employer or taken consecutively with annual leave.

25.4 Rostered day off for a shiftworker on a public holiday

A shiftworker who is rostered off on the day on which a holiday prescribed by this clause falls will be paid at the ordinary rate for the holiday in addition to the ordinary weekly wage.

25.5 Outports

An employee required to work in an outport on a day on which a holiday occurs in their home port will be paid holiday rates for such work. An employee who works in an outport on a day which is a holiday in the outport but is not a holiday in the employee’s home port will be paid at the rate applicable in the employee’s home port.
25.6 Day instead of holiday for seven-day continuous shiftworkers

Tradespersons who are seven-day continuous shiftworkers will accrue a day instead of a holiday to be taken by mutual agreement between the employer and employee in respect of any shift worked on a holiday.

26. Leave for attendance at repatriation centres

26.1 An employee, being ex-service personnel, will be allowed, as time worked, lost time incurred while attending repatriation centres for medical examination and or treatment, provided that:

(a) such lost time does not exceed four hours; and

(b) an employee produces evidence, satisfactory to the employer, that the employee is so required and or does attend a repatriation centre.
Schedule A—Classification Structure

A.1 Grade 1

A Grade 1 employee is an employee who is undergoing induction and initial training prior to appointment as a stevedoring employee Grade 2.

A.2 Grade 2

A Grade 2 employee is an employee who has completed induction and initial training, has demonstrated competence and who performs such functions as required by the employer from time to time in relation to:

(a) the operation of ITV’s, small fork-lifts, bobcats and other small mechanical equipment;

(b) shipboard and wharf duties, lashing and unlashing, packing and unpacking of containers, and other general duties;

(c) basic servicing of equipment incidental to the performance of functions at this grade;

(d) basic security duties incidental to the performance of functions at this grade;

(e) clerical tasks incidental to the performance of functions at this grade;

(f) other basic clerical tasks; and

(g) where appropriate, functions associated with a higher grade as part of a training program.

A.3 Grade 3

A Grade 3 employee is an employee who has attained the level of stevedoring employee Grade 2 and who has:

(a) completed additional training and has demonstrated competence in clerical and or operational skills at this grade, and performs such functions as required by the employer from time to time in relation to:

(i) operation of heavy mechanical equipment such as heavy fork-lifts, straddle carriers, transtainers, front-end loaders, excavators or fuel trucks;

(ii) the operation of ships gear;

(iii) basic servicing of equipment incidental to the performance of functions at this grade;

(iv) clerical tasks incidental to the performance of functions at this grade;

(v) semi-skilled maintenance such as equipment and vehicle servicing and who is able to use hand tools in relation thereto, and incidental tasks;

(vi) general and routine clerical duties requiring the exercise of limited initiative, performed under supervision involving functions such as the
processing of information or documents associated with the receival and delivery of cargo/containers; the loading and discharge of ships, the location of cargo in sheds or the wharf; the sorting and stacking of cargo/containers; time keeping;

(vii) security/watching duties where this is required to be carried out as a primary function of an employee;

(viii) first aid duties where this is required to be carried out as a primary function of an employee;

(ix) where appropriate in respect to paragraphs (ii), (iii), (iv), (v) or (vi), functions associated with a higher grade as part of a training program;

(b) having been trained and selected for appointment to the classification of stevedoring employee Grade 3 in accordance with the operational requirements of the employer’s enterprise.

A.4 Grade 4

A Grade 4 employee is an employee who has attained the level of stevedoring employee Grade 3 and who has:

(a) completed additional training and has demonstrated competence in clerical, operational and or mechanical skills at this grade and performs such functions as are required by the employer from time to time in relation to:

(i) operation of specialised and complex ships gear and or heavy shorebased cranes or gantry cranes such as a portainer crane or heavy-lift mobile wharf cranes; and

(ii) basic servicing of equipment incidental to the performance of functions at this grade; and

(iii) clerical tasks incidental to the performance of functions at this grade; or

(iv) clerical duties performed under general supervision requiring the exercise of initiative and a sound knowledge and experience of the tasks and procedures performed within the work area involving duties such as the processing of information and documents relating to a wide range of cargo handling functions and or cargo availability, labour allocation, payroll; or

(v) is a maintenance tradesperson as defined and performs operational and or clerical functions on an incidental basis as required; or

(vi) monitoring and controlling the operation of refrigeration plant and its ancillary equipment under general supervision and the performance of routine mechanical maintenance in connection therewith, and any work incidental thereto; or

(vii) where appropriate in respect to paragraphs (i), (ii), (iii) or (iv), functions associated with a higher grade as part of a training program;
(b) having been trained and selected for appointment to the classification of stevedoring employee Grade 4 in accordance with the operational requirements of the employer’s enterprise.

A.5 Grade 5

A Grade 5 employee is an employee who has attained the level of stevedoring employee Grade 3 or 4 and who has:

(a) completed additional training and has demonstrated competence in the skills required at this grade and performs such functions as are required by the employer from time to time; and  

(i) is the, or one of the key operational employees engaged on a shift and is experienced in the operation of equipment, assists and co-ordinates the work of others; works from a work plan or sequence, liaises with supervisory employees, and performs operational and incidental clerical tasks as required; or

(ii) in the case of an employee who works primarily in clerical functions, assists, co-ordinates or directs the work of other clerical employees, monitors the work flow in the area of responsibility, liaises with supervisory employees; performs clerical functions as required;

(iii) in relation to paragraphs (i) or (ii) where appropriate, performs functions associated with a higher grade as part of a training program;

(b) having been trained and selected for appointment to the classification of stevedoring employee Grade 5 in accordance with the operational requirements of the employer’s enterprise.

A.6 Grade 6

A Grade 6 employee is an employee who has attained the level of either stevedoring employee Grade 4 or 5 and who has:

(a) completed additional training and has demonstrated competence in the skills required at this grade and performs such functions as are required by the employer from time to time in relation to:

(i) co-ordinating and supervising stevedoring operations and personnel as required by the employer, and compiles records, reports and information in connection therewith; or

(ii) in the case of an employee who works primarily in clerical functions, supervising the overall operation of clerical work area(s), including any planning or organising in connection therewith; or

(iii) is a maintenance tradesperson special class as defined;

(iv) as required in respect to paragraphs (i), (ii) or (iii), performs operational and or clerical functions on an incidental basis;

(v) as required in respect to paragraphs (i), (ii) or (iii), performs functions associated with a higher grade as part of a training program;
(b) having been trained and selected for appointment to the classification of stevedoring employee Grade 6 in accordance with the operational requirements of the employer’s enterprise.

A.7 Grade 7

A Grade 7 employee is an employee who has attained the level of stevedoring employee Grade 6 and who has:

(a) completed additional training and has demonstrated competence in the skills required at this grade and performs such functions as are required by the employer from time to time in relation to:

(i) planning, controlling, co-ordinating and integrating stevedoring operations (including maintenance operations) and stevedoring employees in connection with vessels and or cargoes as allocated by the employer from time to time and compiles records, reports and information in connection therewith; and

(ii) operational, clerical and maintenance functions on an incidental basis; and

(iii) where appropriate, performs functions associated with a higher grade as part of a training program;

(b) having been trained and selected for appointment to the classification of stevedoring employee Grade 7 in accordance with the operational requirements of the employer’s enterprise.

A.8 Maintenance Tradesperson Special Class

A maintenance tradesperson special class is an employee who is a maintenance tradesperson who has completed additional training to the level of an engineering tradesperson – special class level II as defined in the Manufacturing and Associated Industries and Occupations Award 2010, and who exercises the skills and knowledge required of an engineering tradesperson – special class level II.
Schedule B—Supported Wage System

B.1 This schedule defines the conditions which will apply to employees who because of the effects of a disability are eligible for a supported wage under the terms of this award.

B.2 In this schedule:

approved assessor means a person accredited by the management unit established by the Commonwealth under the supported wage system to perform assessments of an individual’s productive capacity within the supported wage system

assessment instrument means the tool provided for under the supported wage system that records the assessment of the productive capacity of the person to be employed under the supported wage system

disability support pension means the Commonwealth pension scheme to provide income security for persons with a disability as provided under the Social Security Act 1991 (Cth), as amended from time to time, or any successor to that scheme

relevant minimum wage means the minimum wage prescribed in this award for the class of work for which an employee is engaged

supported wage system (SWS) means the Commonwealth Government system to promote employment for people who cannot work at full award wages because of a disability, as documented in the Supported Wage System Handbook. The Handbook is available from the following website: www.jobaccess.gov.au

SWS wage assessment agreement means the document in the form required by the Department of Education, Employment and Workplace Relations that records the employee’s productive capacity and agreed wage rate

B.3 Eligibility criteria

B.3.1 Employees covered by this schedule will be those who are unable to perform the range of duties to the competence level required within the class of work for which the employee is engaged under this award, because of the effects of a disability on their productive capacity and who meet the impairment criteria for receipt of a disability support pension.

B.3.2 This schedule does not apply to any existing employee who has a claim against the employer which is subject to the provisions of workers compensation legislation or any provision of this award relating to the rehabilitation of employees who are injured in the course of their employment.
B.4 **Supported wage rates**

B.4.1 Employees to whom this schedule applies will be paid the applicable percentage of the relevant minimum wage according to the following schedule:

<table>
<thead>
<tr>
<th>Assessed capacity (clause B.5)</th>
<th>Relevant minimum wage</th>
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<td>%</td>
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B.4.2 Provided that the minimum amount payable must be not less than $69 per week.

B.4.3 Where an employee’s assessed capacity is 10%, they must receive a high degree of assistance and support.

B.5 **Assessment of capacity**

B.5.1 For the purpose of establishing the percentage of the relevant minimum wage, the productive capacity of the employee will be assessed in accordance with the Supported Wage System by an approved assessor, having consulted the employer and employee and, if the employee so desires, a union which the employee is eligible to join.

B.5.2 All assessments made under this schedule must be documented in an SWS wage assessment agreement, and retained by the employer as a time and wages record in accordance with the Act.

B.6 **Lodgement of SWS wage assessment agreement**

B.6.1 All SWS wage assessment agreements under the conditions of this schedule, including the appropriate percentage of the relevant minimum wage to be paid to the employee, must be lodged by the employer with Fair Work Australia.

B.6.2 All SWS wage assessment agreements must be agreed and signed by the employee and employer parties to the assessment. Where a union which has an interest in the award is not a party to the assessment, the assessment will be referred by Fair Work Australia to the union by certified mail and the agreement will take effect unless an objection is notified to Fair Work Australia within 10 working days.
B.7 Review of assessment

The assessment of the applicable percentage should be subject to annual or more frequent review on the basis of a reasonable request for such a review. The process of review must be in accordance with the procedures for assessing capacity under the supported wage system.

B.8 Other terms and conditions of employment

Where an assessment has been made, the applicable percentage will apply to the relevant minimum wage only. Employees covered by the provisions of this schedule will be entitled to the same terms and conditions of employment as other workers covered by this award on a pro rata basis.

B.9 Workplace adjustment

An employer wishing to employ a person under the provisions of this schedule must take reasonable steps to make changes in the workplace to enhance the employee’s capacity to do the job. Changes may involve re-design of job duties, working time arrangements and work organisation in consultation with other workers in the area.

B.10 Trial period

B.10.1 In order for an adequate assessment of the employee’s capacity to be made, an employer may employ a person under the provisions of this schedule for a trial period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding four weeks) may be needed.

B.10.2 During that trial period the assessment of capacity will be undertaken and the percentage of the relevant minimum wage for a continuing employment relationship will be determined.

B.10.3 The minimum amount payable to the employee during the trial period must be no less than $69 per week.

B.10.4 Work trials should include induction or training as appropriate to the job being trialled.

B.10.5 Where the employer and employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment will be entered into based on the outcome of assessment under clause B.5.
Schedule C—School-based Apprentices

C.1 This schedule applies to school-based apprentices. A school-based apprentice is a person who is undertaking an apprenticeship in accordance with this schedule while also undertaking a course of secondary education.

C.2 A school-based apprenticeship may be undertaken in the trades covered by this award under a training agreement or contract of training for an apprentice declared or recognised by the relevant State or Territory authority.

C.3 The relevant minimum wages for full-time junior and adult apprentices provided for in this award, calculated hourly, will apply to school-based apprentices for total hours worked including time deemed to be spent in off-the-job training.

C.4 For the purposes of clause C.3, where an apprentice is a full-time school student, the time spent in off-the-job training for which the apprentice must be paid is 25% of the actual hours worked each week on-the-job. The wages paid for training time may be averaged over the semester or year.

C.5 A school-based apprentice must be allowed, over the duration of the apprenticeship, the same amount of time to attend off-the-job training as an equivalent full-time apprentice.

C.6 For the purposes of this schedule, off-the-job training is structured training delivered by a Registered Training Organisation separate from normal work duties or general supervised practice undertaken on the job.

C.7 The duration of the apprenticeship must be as specified in the training agreement or contract for each apprentice but must not exceed six years.

C.8 School-based apprentices progress through the relevant wage scale at the rate of 12 months progression for each two years of employment as an apprentice.

C.9 The apprentice wage scales are based on a standard full-time apprenticeship of four years (unless the apprenticeship is of three years duration). The rate of progression reflects the average rate of skill acquisition expected from the typical combination of work and training for a school-based apprentice undertaking the applicable apprenticeship.

C.10 If an apprentice converts from school-based to full-time, all time spent as a full-time apprentice will count for the purposes of progression through the relevant wage scale in addition to the progression achieved as a school-based apprentice.

C.11 School-based apprentices are entitled pro rata to all of the other conditions in this award.
Schedule D—National Training Wage