FREMANTLE PORTS MARINE SERVICES WORKPLACE AGREEMENT 2008

June 2008
Workplace Agreement

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PART 1 - PRELIMINARY

1. TITLE AND APPROVAL

This Agreement shall be known as the Fremantle Ports Marine Services Workplace Agreement 2008 (“this Agreement”) and shall be approved under the Australian Workplace Relations Act 1996 as amended from time to time.

2. SCOPE

This Agreement is limited to positions and/or employees of Fremantle Ports holding positions as Small Craft Masters Vessel Coordination Officers who are covered by the scope of the Fremantle Ports Conditions of Employment 2005 Agreement. This Agreement replaces the Fremantle Port Authority Administrative Agreement 1996, the Fremantle Port Authority Maritime Services Agreement 2001, the Fremantle Port Administrative Award 2002, the Fremantle Ports Conditions of Employment 2005 Agreement, all previous agreements, orders and memoranda, work practices or arrangements, written or unwritten, which applied prior to the introduction of this Agreement. However, no rights, obligations or liabilities accrued under such award/agreement shall be affected by the introduction of this Agreement.

3. NO FURTHER CLAIMS

This Agreement shall provide a complete and final resolution of all claims relating to terms and conditions of employment for all employees employed under the terms of this Agreement. Except whereas provided herein, no further claims will be considered from either party during the life of this Agreement except as may be specifically provided in this Agreement.

4. PARTIES

This Agreement shall be binding upon employees within the scope of this Agreement and Fremantle Ports.
5. TERM

This Agreement shall come into effect from the date of acceptance by a ballot of employees and shall remain in force for a period of three (3) years.

6. DEFINITIONS

Unless expressly defined otherwise:

"Act" means the Workplace Relations Act 1996 or any replacement thereof.
"Parties" means the Fremantle Ports and the employee(s).
"Government" means the State Government of Western Australia.
"Fremantle Ports" means the Fremantle Port Authority, the employer.
"Day" for the purpose of paid leave means 8 hours.
"Policy" means policy made by Fremantle Ports that applies to employees.

7. PLAIN ENGLISH

It is the intention of the parties, insofar as is practicable, to use plain English to state the terms agreed in this Agreement and for any interpretation of the said terms.

PART 2 - PURPOSE

8. WORKING TOGETHER

Key elements in working together cooperatively include effective communication and consultation and employees being made aware of changes that affect them.

Effective communication and consultation will be achieved through information sharing. The focus will be on organisational improvement, loss prevention, identifying barriers to productivity, quality and efficiency and improving services to customers.

Information sharing will include matters such as:

a. Fremantle Ports strategic direction, key measures of performance and the role of branches in achieving them;

b. The results of surveys of customers and stakeholders; and

c. Current market conditions and general conditions of the industry.

If Fremantle Ports has decided to take action that is likely to have a significant effect on an employee, Fremantle Ports will consult with the employee affected. Consultation shall mean providing an employee with a bona fide opportunity to influence a decision that affects them, allowing the decision making process to therefore be better informed.

9. RESOLVING ISSUES

a. Fremantle Ports and employees are committed to resolving issues in a cooperative and consultative manner, which will ensure resolution of matters while maintaining services to our customers. The procedures specified below will be followed to resolve issues without interrupting services to customers; since meeting customer requirements on time is of major importance to Fremantle Ports operations.
b. Wherever possible informal means will be utilised to resolve any problems or disagreements.

c. Where in any case a problem or disagreement cannot be resolved by direct consultation between the parties involved, it is to be processed according to the following procedures:

   **Stage 1**  The matter is to be discussed between the employee(s) and the supervisor/manager with a view to improving communication and achieving informal resolution.

   **Stage 2**  If not settled at **Stage 1**, the matter is to be discussed between the employee(s), the branch manager and the Divisional General Manager.

   **Stage 3**  If not settled at **Stage 2**, the matter is to be discussed between the employee(s), the Chief Executive Officer and other relevant manager.

   **Stage 4**  In matters involving the meaning or intent of this Agreement, where agreement cannot be reached under **Stage 3**, the matter may be referred for the Alternative Dispute Resolution process under the Act.

d. Every effort will be made to ensure that the process contained in Stages 1 to 3 is completed within ten (10) working days.

e. An employee may arrange to be accompanied by a representative or colleague in meetings held in accordance with this clause.

f. A representative from the Human Resources Branch will be available if required to assist the parties reach a resolution in meetings held in accordance with this clause.

g. Employees required to attend arbitration proceedings will be entitled to paid leave for such time.

h. It is a fundamental term of this Agreement and a condition of the contract of employment that no industrial action will be undertaken by any employee the subject of this Agreement during the currency of this Agreement.

10. OCCUPATIONAL HEALTH AND SAFETY

Fremantle Ports and employees, individually and collectively, are committed to achieving and maintaining healthy and safe working conditions in all workplaces by considering healthy and safe work as the first priority for all tasks and by abiding by all relevant occupational health and safety legislation. The objectives of this commitment are to control workplace hazards at their sources, to reduce the incidence and costs of occupational injury and disease, to empower all employees and management in ensuring that health and safety concerns are adequately addressed on site, and to provide an occupational rehabilitation system for workers affected by occupational injury or illness.

**PART 3 - WORK ORGANISATION**

11. **CONTRACT OF SERVICE**

An employee may be appointed on a full-time, part-time, fixed term (or project) or casual basis.
Full Time

A full time employee is an employee who is engaged in regular and continuing employment for an average of 40 hours per week comprised of thirty-eight (38) ordinary hours plus two (2) reasonable additional hours per week unless such employee is a shift worker in which case such reasonable average may be more than forty (40) hours per week. Such average of forty (40) hours per week recognises the continuation of productivity measures and is reasonable due to the nature of Fremantle Ports’ operations.

Part Time

A part time employee is an employee who is engaged in regular and continuing employment for less than an average of 40 hours per week.

The rate of pay for a part time employee will be proportionate to the time worked relative to full time employment. A part time employee shall be entitled to the same leave and conditions prescribed in this Agreement as for a full time employee, proportionate to the hours worked. Payment to a part time employee proceeding on annual leave, long service leave will be calculated on a pro rata basis having regard for any variations to the employee’s ordinary working hours during the accrual period.

Fixed Term (or Project)

A fixed term employee is an employee who is engaged for a specified term or project in accordance with their letter of appointment.

Casual

Casual employees shall be employees engaged on an hourly basis with a minimum payment of four (4) hours at the applicable rate. Casual employees may be terminated with one (1) hour notice or payment in lieu thereof. The following clauses shall not apply to casual employees: 14 – Termination of Employment, 24 – Bonus, 25 – Annual Leave, 26 – Public Holidays, 28 – Long Service Leave, 30 – Personal Leave, 31 – Jury Service, 32 – Witness Service, and 33 – Training with the Defence Force Reserves Leave.

Casual employees shall be entitled to a twenty per cent (20%) loading on the applicable rate of pay prescribed in this Agreement for all hours worked. Where an averaged annualised salary applies, the applicable rate of pay will be based on the annualised salary divided by the averaged hours applicable to that salary.

12. PROBATION

Employees appointed to Fremantle Ports during the life of this Agreement will be on probation for a period not exceeding six (6) months unless otherwise determined by Fremantle Ports.

At any time during the period of probation Fremantle Ports may annul the appointment and terminate the services of an employee by the giving of two (2) weeks notice or payment in lieu thereof. An employee may terminate their employment contract by the giving of two (2) weeks notice.

Where Fremantle Ports extends the period of probationary employment the contract of employment may be terminated as set out in this Agreement.
13. PERFORMANCE OF WORK

An employee shall perform such work as Fremantle Ports shall from time to time require, provided that the employee has the capacity, skills or qualifications to perform the work.

14. TERMINATION OF EMPLOYMENT

The contract of employment may be terminated by giving the other party four (4) weeks notice, or pay in lieu thereof. Provided that employees over forty-five (45) years of age with not less than five (5) years continuous service shall be entitled to an additional week notice. In calculating any payment in lieu of notice, the salary an employee would have received in respect to the ordinary time they would have worked during the period of notice shall be used.

Notwithstanding any of the other provisions contained in this clause a lesser period may be negotiated between Fremantle Ports and the employee.

Fremantle Ports shall have the right to dismiss any employee without notice for gross misconduct including refusal of duty, and in such cases the salary shall be paid up to the time of dismissal only.

15. HOURS OF WORK

The ordinary hours of work shall be an average of forty (40) hours per week, that is thirty-eight (38) ordinary hours plus two (2) reasonable additional hours, to be worked on a twelve (12) week cycle between the hours of 6.00 am and 6.00 pm (0600 and 1800), Monday to Friday, in accordance with operational requirements as determined by the supervisor/manager. It is agreed that the ordinary hours for shift workers may be greater than forty (40) hours per week and shall be those that give effect to the provision of twenty-four (24) hours per day, seven (7) days per week, operational requirements as determined by Fremantle Ports.

Starting and finishing times will be flexible and responsive to customer needs and other operational requirements as determined by the supervisor/manager in consultation with the employee.

Notwithstanding the above requirements and subject to the agreement of the supervisor/manager, an employee may elect to perform ordinary hours outside those hours prescribed.

Time Off in Lieu

Supervisors/managers are responsible to provide appropriate direction to employees in respect to the level of additional hours that may be accrued and to monitor additional hours accumulated. It is the responsibility of the employee to manage the accrual of credit hours in accordance with levels set by their supervisor/manager.

At the end of each cycle, hours worked in addition to the ordinary hours will be taken at a mutually convenient time, as time off in lieu, within the next cycle.

Where the additional hours worked in any cycle are not cleared within the next cycle due to a direction from their supervisor/manager for an employee to remain at work and not take time off in lieu to meet operational and/or seasonal requirements (such as the end of financial year or the completion of a project), those hours will be carried forward to be cleared at a mutually agreed time.
Meal Breaks

Employees shall be entitled to an unpaid meal break which shall not be less than thirty (30) minutes. An employee shall not be required to work more than six (6) hours without taking a meal break, provided that this period may be extended in the case of an emergency situation, in which case an employee will take a meal break as soon as possible.

Relief Work

Where an employee is required to relieve in another position which is subject to a different working arrangement the employee relieving shall observe the working arrangement applicable to the position in which the relief is being carried out or as otherwise agreed between the section manager/supervisor and the relieving employee.

Hours - Shift Work

Fremantle Ports may create shift work positions which will be filled in the normal manner. Where an employee occupies or acts in a shift position then the ordinary hours of work may be more than thirty-eight (38) ordinary hours and include reasonable additional hours, or other arrangements that give effect to the provision of twenty-four (24) hours per day, seven (7) days per week, operational coverage, to be worked over a roster cycle, up to a maximum of twelve (12) hours per day.

Rosters shall be developed to meet operational requirements in consultation with affected employees. Starting and finishing times will be flexible and responsive to customer needs and other operational requirements as determined by the Supervisor in consultation with the employee. In any roster cycle employees shall be rostered for work for a maximum average of five (5) shifts per week.

An employee, not in a shift position, may not be transferred into a shift position except by agreement between the employee and Fremantle Ports and in accordance with policy.

Meal Breaks – Shift Work

Employees shall be entitled to take a paid meal break of thirty (30) minutes within five (5) hours of commencement of shift and for each additional five (5) hours of work. An employee shall not be required to work more than six (6) hours without taking a meal break, provided that this period may be extended in the case of an emergency situation, in which case an employee will take a meal break as soon as possible. Meals breaks shall be taken at flexible times to ensure services are not affected.

Relief Work – Shift Work

Where an employee is required to relieve in another position which is subject to a different working arrangement, the employee relieving shall observe the working arrangement applicable to the position in which the relief is being carried out or as otherwise agreed between the section manager/supervisor and employee. Shift employees shall receive a shift loading of $8.00 per hour for all hours worked as included in the Wahes Schedules below.

Rosters

The Rostering Arrangements are designed to maximise cost-effective services to customers while providing a safe system of work for employees. These arrangements work in
16. EXTRATIME

Employees will work reasonable extratime when required and authorised in advance by Fremantle Ports. All work required to be performed by Fremantle Ports outside ordinary hours as provided by Clause 15 - Hours of Work will be treated as extratime and will be paid at the ordinary rate of pay.

Except where extratime is continuous with ordinary hours, a minimum payment of four (4) hours applies. Where an employee is required to return to duty more than once within the four (4) hour minimum, the second or subsequent return to duty shall be treated as being within the initial minimum period. Such minimum period does not apply where an employee is not required to return to the workplace and shall not apply in the instance of an employee working from home.

Payment for extratime shall not be paid to employees acting in Designated Positions unless approved in writing in advance by Fremantle Ports.

Where extratime is worked, an employee is entitled to a rest break for a continuous period of not less than ten (10) hours between the cessation of work on one (1) day and the requirement to commence work on the next.

Time spent in travelling to and from the place of duty where an employee rostered on "out of hours contact" is actually recalled to duty shall be included with actual duty performed for purposes of extratime payment.

A paid meal break of thirty (30) minutes may be taken when extratime duty of two (2) hours or more is being performed. An employee shall not be required to work more than five (5) hours extratime without taking a meal break, provided that this period may be extended in the case of an emergency situation, in which case an employee will take a meal break as soon as possible following such emergency situation.

Wherever possible, employees will be given reasonable notice of the need to work extratime.

17. ON CALL AND AVAILABILITY

‘On Call’ shall mean a written instruction to an employee rostered to remain at the employee's residence or to otherwise be immediately contactable by telephone or paging system outside the employee's ordinary rostered hours of duty and to be in a fit state in case of a call out requiring a return to duty within forty-five (45) minutes of contact.

‘Availability” shall mean a written instruction to an employee to remain contactable, but not necessarily in immediate proximity to a telephone or paging system, outside the employee’s normal rostered hours of duty and to be able to resolve problems or to arrange/organise work to cover unforeseen circumstances without necessarily being required to return to duty.

Availability/on call will not include situations in which employees carry paging devices or mobile telephones, or make their telephone numbers available only in the event that they may be needed for casual contact or recall to work.

The following allowances are payable for each hour or part thereof the employee is required to be on "out of hours contact" save and except for any period for which payment for extratime is made.
On call: $4.80 and Availability: $2.40.

Where an employee is required to be on "out of hours contact" and the means of contact is to be by telephone, Fremantle Ports shall provide such employee a mobile telephone.

An employee shall submit a claim and have it authorised for reimbursement for the cost of all telephone calls made from their personal telephones on behalf of Fremantle Ports as a result of contact pursuant to this clause.

18. PROVISION OF UNIFORMS AND PERSONAL PROTECTIVE EQUIPMENT

Where Fremantle Ports requires that a uniform and/or personal protective equipment be worn, Fremantle Ports shall provide, and the employee is required to wear, the clothing and/or equipment in accordance with operational requirements. The type, issue and maintenance of uniforms and personal protective equipment shall be in accordance with policy.

19. WORKING FROM HOME

On application by an employee Fremantle Ports will consider, and may agree to, a working from home arrangement consistent with practical operational requirements. Any agreement reached between the employee and Fremantle Ports will be in accordance with the appropriate policy. Where an employee is working under this arrangement, extratime will not apply unless approved in writing in advance by Fremantle Ports.

PART 4 - SALARIES AND ALLOWANCES

20. CLASSIFICATIONS AND RATES OF PAY

Fremantle Ports shall allocate to employees such of the salary ranges as is deemed appropriate and includes payment for all environmental factors associated with the work performed. Such salary ranges shall be those contained in this Agreement. Fremantle Ports is not prohibited from granting special allowances based on additional duties and responsibilities undertaken by an employee due to the expertise and knowledge of the employee.

Average Annualised Wage

An average annualised wage may apply to a given rostering arrangement. The average annualised wage may incorporate hours of work including regular and/or averaged extratime, applicable shift penalties, and "availability" and "on call" requirements.

The average annualised wage shall be calculated to take into account the provisions to apply for annual leave and long service leave and shall be payable at the appropriate rate to periods of annual leave and long service leave.

Where an average annualised wage applies, an average hourly rate shall be applicable for extratime.

Unless otherwise provided for within an employee’s annexure to this Agreement, or by law, the average annualised wage shall apply for the purpose of definition of superannuation contributions and entitlements.
Sick leave, annual leave and long service leave as prescribed in this Agreement shall be converted to an hourly entitlement to reflect the rostered hours applicable to a given average annualised wage and shall be debited based on the rostered hours that would have been worked but for the leave having been taken.

Where the application of this Agreement results in an employee being transferred from day work to shiftwork, from outside the application of an average annualised wage to being on an average annualised wage, or from one average annualised wage to a different average annualised wage, then the following provisions shall apply:

Leave entitlements accrued up to the date of registration of this Agreement shall be accrued on the same basis as would be applicable immediately preceding registration of this Agreement but at the base rates of pay provided for in this Agreement.

The value of the entitlements specified immediately above shall be calculated and converted into an equivalent number of days or hours of leave under the provisions of this Agreement.

For record purposes and for the taking and paying of leave entitlements, the converted leave entitlements will be credited at the wage rates/provisions of this Agreement.

The operational requirements of the employer may change from time to time and in such instances there shall be consultation with affected employees. Notice of intention to change any roster or operating condition which provides a component of the average annualised wage shall be one (1) month, but less if the affected employee(s) so agree. In instances where the rosters or operational requirements are so altered, the average annualised wage shall be recalculated and adjusted by agreement with affected employees or the wage reverted to the rates and penalties applicable in this Agreement.

**Remuneration Packages**

Subject to Fremantle Ports Policy, employees may elect to receive one (1) or more provisions in lieu of a portion of their salary. Fremantle Ports will identify through policy the range of provisions allowed and the corresponding salary sacrifice.

An employee may take up one (1) or more of these provisions at any time during the life of this Agreement subject to any conditions required by Fremantle Ports. Agreed arrangements will be confirmed in writing by Fremantle Ports and signed by the employee.

**Progression Through Increments**

Subject to achievement of any criteria and satisfactory performance assessment by the supervisor/manager, an employee shall progress through the employee’s salary range on attainment of the required qualifications. Where an employee is the subject of an adverse assessment then Fremantle Ports’ policy on managing non-effective performance shall apply.

Where an increase is not paid for a specific period, Fremantle Ports shall complete a further assessment before the expiry of that specific period and the provisions immediately above shall apply in respect of that assessment.

**Pay and/or Classification Reviews**
At any time Fremantle Ports may elect to increase an employee’s pay rate, allowances, or other benefits or advance an employee an increment or a level in the classification structure, with any such change confirmed in writing and taking into account the employee’s performance and behaviour, operational requirements, prevailing market conditions generally and relating to remuneration for the position, and any other matters as outlined in policy. Such change may be made on a permanent, temporary, or fixed term basis as notified.

**Higher Duties**

An employee who is directed by Fremantle Ports to act in a position which is classified higher than the employee's own for a continuous period of two (2) consecutive working days or more, shall be entitled to be paid the rate of pay applicable to the higher level proportionate to the level of duties and responsibilities of that higher position assigned to the employee.

Where an employee who is in receipt of an allowance granted under this clause and has been so for a continuous period of twelve (12) months or more, proceeds on a period of normal annual leave or a period of any other approved leave of absence of not more than four (4) weeks then the employee shall continue to receive the allowance for that period of leave. Provided that this subclause shall also apply to an employee who has been in receipt of an allowance for less than twelve (12) months if during the employee’s absence no other employee acts in the position in which the employee was acting immediately prior to proceeding on leave and the employee resumes in the position or an equivalent level immediately after leave.

Where an employee, who is in receipt of an allowance granted under this clause, proceeds on a period of annual leave in excess of the normal or a period of any other approved leave of absence of more than four (4) weeks then the employee shall not be entitled to receive payment of such allowance for the amount of leave which is in excess of that provided for immediately above.

For the purpose of this clause "normal annual leave" shall mean a four (4) week period of annual leave as prescribed in this Agreement.

**21. PAYMENT OF SALARIES**

Salaries shall be paid fortnightly by electronic fund transfer to an account or accounts in a bank or other EFT participating financial institution nominated by the employee. Any error in an employee's pay shall be adjusted as soon as practicable but no later than the next pay period following advice of the error. In the case of hardship every effort shall be made to ensure adjustments are made without delay.

**22. MOTOR VEHICLE ALLOWANCE**

An employee who, when requested by Fremantle Ports, voluntarily consents to use their vehicle shall, for journeys travelled on official business approved by Fremantle Ports, be reimbursed all expenses incurred in accordance with the appropriate rates consistent with government guidelines. For the purpose of this clause an employee shall not be entitled to reimbursement for any expenses incurred in respect to the distance between the employee's residence and the primary place of work.

**23. TRAVELLING ALLOWANCE**

An employee who travels on official business which necessitates an overnight stay shall be reimbursed reasonable expenses incurred for the provision of accommodation, meals, fares and other incidentals. Claims for reimbursement must be accompanied by receipts.
24. BONUS

In addition to the average annualised salaries shown in the wages schedules below, an employee will be entitled to the payment of a two per cent (2%) performance bonus provided Fremantle Ports meets profitability requirements in accordance with policy, provided that an employee who is not employed for the full financial year shall receive a pro rata entitlement to the bonus payment for the time so employed.

PART 5 - LEAVE

25. ANNUAL LEAVE

Employees are entitled to twenty-two (22) days paid annual leave, exclusive of public holidays, for each year of service. Shift employees are entitled to twenty-five (25) days paid annual leave, exclusive of public holidays, for each year of service, provided that where a shift roster provides for shifts to be worked on gazetted public holidays an additional ten (10) days annual leave shall apply. An employee who commences with Fremantle Ports after the first day in any calendar month is entitled to pro-rata annual leave for that month. An employee shall be encouraged to take annual leave during the calendar year in which it accrues, but the time during which the leave may be taken is subject to the approval of Fremantle Ports.

When taking annual leave, pay in advance may be given, if the employee provides written notice of the need for such payment at least one (1) week in advance.

Fremantle Ports may direct an employee who has extensive accumulated annual leave in accordance with the provisions of the Act and policy to take annual leave and may determine the date on which the leave will commence, provided that at least four (4) weeks advance notice is given.

An employee who ceases duty will be paid any unused accrued or pro-rata annual leave. An employee who has taken annual leave and who ceases duty before completing the continuous service required to have accrued that leave taken must refund the value of the unearned pro-rata portion, calculated at the rate of salary as at the date the leave was taken. No refund is required in the event of the death of an employee.

Employees shall be able to cash out annual leave as provided by the Act.

An employee may apply and Fremantle Ports may approve annual leave to be taken and/or to be paid in an alternative manner in accordance with policy.

26. PUBLIC HOLIDAYS

The following days or the days observed in lieu shall, subject as hereinafter provided, be allowed as holidays without deduction of pay:


When any of those days fall on a Saturday or Sunday the holiday shall be observed on the next succeeding Monday and when Boxing Day falls on Sunday or Monday the holiday shall be observed on the next succeeding Tuesday. In each case the substituted day shall be a holiday without deduction of pay and the day for which it is substituted shall not be a holiday.
An employee required to work on a holiday as prescribed herein shall be paid in accordance with the provisions of Extratime of this Agreement save and except for shift work employees who shall receive the additional annual leave in lieu of public holidays as per Clause 25 – Annual Leave above.

When an employee is off duty owing to leave without pay, any holiday falling during such absence shall not be treated as a paid holiday.

**27. LEARNING AND DEVELOPMENT LEAVE**

Fremantle Ports is committed to fostering a learning environment where employees and the business can develop together. To help achieve this, Fremantle Ports may grant employees paid learning and development leave for accredited courses of study and/or TEE study.

Paid learning and development leave will normally be granted where the course being undertaken is relevant to the duties being, or likely to be performed, by the employee, is relevant to the current and emerging business needs of Fremantle Ports, enhances the career development of the employee, and does not unduly affect or inconvenience the operations of Fremantle Ports.

To obtain learning and development leave, employees must demonstrate their commitment to learning and studying by undertaking an acceptable formal study load in their own time and by making satisfactory progress with their studies.

Fremantle Ports may grant an employee leave without pay to undertake full-time study for a period of up to twelve (12) months subject to the conditions specified in this clause.

**28. LONG SERVICE LEAVE**

The provisions of the State Government Wages Employees Long Service Leave conditions (Matter No. 763 of 1982 Western Australian Industrial Relations Commission) shall apply to employees covered by this Agreement provided that:

- an employee may request and be granted twenty-six (26) weeks long service leave at half pay or six and one half (6½) weeks at double pay in lieu of the above entitlement, at the discretion of Fremantle Ports;

- existing employees at the date of implementation of this Agreement who were covered by the long service leave provision that applied under previous awards/agreements shall continue to accrue entitlements under those previous provisions; and

- long service leave shall be taken in accordance with the applicable provisions unless written approval has been given by Fremantle Ports for deferment. Where deferment has not been granted Fremantle Ports may direct an employee to take the outstanding leave and may determine the date on which leave will commence, providing at least four (4) weeks notice has been given subsequent to accruing the first entitlement to long service leave, an employee may request and Fremantle Ports may grant pro rata long service leave.

**29. LEAVE WITHOUT PAY**

Where Fremantle Ports is satisfied that there is sufficient cause for doing so, an employee may be granted leave of absence without pay for any period provided that the work of
Fremantle Ports is not inconvenienced and all other leave credits of the employee are exhausted.

**30. PERSONAL LEAVE**

**Illness or Injury**

In the case of personal illness or injury of an employee, Fremantle Ports shall grant the employee leave of absence in accordance with the terms herein.

A full time employee will be credited with ten (10) full days and five (5) half days leave credits as at 1 January each calendar year. Employees commencing employment after 1 January of any year will receive an initial credit on a pro rata basis.

A part time employee is entitled to the same paid time off for personal illness or injury credits, on a pro rata basis according to the number of hours worked. Payment for paid time off for personal illness or injury will only be made for those hours that would normally have been worked had the employee not been on paid time off for personal illness or injury.

An application for paid time off for personal illness or injury exceeding two (2) consecutive working days shall only be paid upon the production of a certificate by a registered medical practitioner or, where the nature of illness consists of a dental condition and the period of absence does not exceed five (5) consecutive working days, by a certificate from a registered dentist. Provided that should an employee not be able to attain a medical certificate and the application for paid time off is for a period of five days or less, then the employee shall provide a statutory declaration attesting to the incident of, and details of, the personal illness and injury in lieu of a medical certificate. The number of days paid time off which may be granted without production of the certificate required herein shall not exceed, in the aggregate, five (5) working days in any one (1) calendar year.

An employee who is unfit for duty as a consequence of an illness or injury shall inform Fremantle Ports as soon as possible and subsequently make a formal application for paid time off for personal illness or injury to cover the absence from duty; otherwise the employee shall be treated as being absent without leave. The application and certificate shall be in the form approved by Fremantle Ports.

Where an employee is ill during a period of annual leave or long service leave for a period of at least seven (7) consecutive days and produced at that time or as soon as possible thereafter medical evidence satisfactory to Fremantle Ports that the employee is or was as a result of the illness or injury confined to the employee's place of residence or a hospital, the employee may, with the approval of Fremantle Ports, have such period treated as paid time off for personal illness or injury in accordance with the provisions of this clause and be granted, at a time convenient to Fremantle Ports, additional leave equivalent to the period during which the employee was so confined.

Where an employee is absent on account of illness or injury and the employee's entitlement to paid time off for personal illness or injury on full pay is exhausted, the employee may, with the approval of Fremantle Ports elect to convert any part of the employee's entitlement to paid time off for personal illness or injury on half pay to paid time off for personal illness or injury on full pay, but so that the employee's paid time off for personal illness or injury entitlement on half pay is reduced by two (2) days for each day of paid time off for personal illness or injury on full pay that the employee received by the conversion.

Debits for paid time off for personal illness or injury shall be on the basis of working days and part working days and shall not include any of the holidays prescribed in this Agreement.
occurring during the period of leave. For the purpose of paid time off for personal illness or injury each working day will be regarded as constituting eight (8) hours and part working days shall be calculated to the nearest hour.

This clause shall not apply where the employee is entitled to compensation under the Workers Compensation and Injury Management Act 1981.

No leave of absence on account of illness or injury shall be granted with pay if the illness or injury has been caused by the misconduct of the employee in any case of absence from duty without sufficient cause.

If Fremantle Ports has reason to believe that an employee is in such a state of health as to render the employee a danger to themselves, colleagues or the public, Fremantle Ports may require the employee to obtain and furnish a report as to the employee’s condition from a registered medical practitioner or may require the employee to submit to examination by a medical practitioner of Fremantle Ports’ choosing.

Upon receipt of the medical report, Fremantle Ports may direct the employee to be absent from duty for a specified period, or if already on leave of absence, direct the employee to continue on leave for a specified period, and the employee’s absence will be regarded as absence on leave owing to illness or injury.

An employee who produces a certificate from the Department of Veterans’ Affairs stating that the employee suffers from war caused illness may be granted special sick leave credits of one hundred twenty (120) hours (fifteen (15) standard hour days) per annum on full pay in respect of that war caused illness. These credits shall accumulate up to a maximum credit of three hundred and sixty (360) hours (forty-five (45) standard hour days), and shall be recorded separately to the employee’s normal paid time off for personal illness or injury credit. Every application for paid time off for personal illness or injury for war caused illness shall be supported by a certificate from a registered medical practitioner as to the nature of the illness.

Notwithstanding the provisions of this clause, the following sick leave provision shall continue to apply to those existing employees at the date of implementation of this Agreement to whom the provision applied under previous awards/agreements.

After ten (10) years service Fremantle Ports shall pay to an employee on redundancy, retirement due to age or ill health, or in the case of their death to their dependants or their estate, one hundred (100) percent of their accumulated and unused sick leave entitlement. For the purpose of this subclause the accumulated sick leave entitlement shall be calculated on each completed month of service as from and including 1 July 1967 on the following basis:

From 1 July 1967 to 30 June 1972 sick leave shall be deemed to accrue at the rate of five (5) days a year of current service with Fremantle Ports. From 1 July 1972 sick leave shall be deemed to accrue at the rate of ten (10) days a year of current service with Fremantle Ports. Such accumulated sick leave entitlement shall be reduced by deducting all sick leave taken since 1 July 1967.

Employees eligible to be paid out their sick leave when retiring shall have the option to freeze their current sick leave balance for payout on retirement and as a consequence of an application by an employee to enact such an option shall receive an additional 3.8% salary. All future accruing credits for personal illness or injury may be used for that purpose but will not be paid out on retirement.
Employees covered by this Agreement who are redeployed within Government and who have qualified for payment of accrued paid time off for personal illness or injury as prescribed by this clause shall be eligible for payment in lieu of that portion of accumulated paid time off for personal illness or injury as at 31 December of the year preceding the date of redeployment.

Where an employee has been granted payment in lieu of accumulated paid time off for personal illness or injury only the unused paid time off for personal illness or injury accrued during the year which redeployment occurs shall be transferred and credited by the new employer.

**Carer's Leave**

An employee may use up to ten (10) full days sick leave per year as carer’s leave where an employee is required to look after the health and welfare needs of immediate family members at short notice. Each occasion of carer’s leave must be supported by a medical certificate from a registered medical practitioner. Although sick leave accumulates, carer’s leave does not.

After exhausting the annual entitlement to paid carer’s leave, employees shall be entitled to a further two (2) full days unpaid carer’s leave per annum.

The term “immediate family” includes the spouse (including a former spouse, a de facto spouse and a former de facto spouse) of the employee, a child or an adult child (including an adopted child, a stepchild or an ex nuptial child), a parent (including parent-in-law, step-parent or guardian of dependant child), a grandparent, a grandchild, or a sibling of the employee.

**Parental Leave**

The provisions relating to parental leave are as provided by the Workplace Relations Act 1996 and its Regulations shall apply. Except as provided herein parental leave is unpaid.

After twelve (12) months service, employees proceeding on maternity leave as provided under these provisions shall be entitled to have the first 12 weeks as paid parental leave. After 12 months service, parent employees who are not the primary caregiver proceeding on parental leave shall be entitled to have the first week as paid parental leave.

To be entitled to parental leave, an employee must give Fremantle Ports at least ten (10) weeks written notice of his or her intention to take such leave. Absence on parental leave does not break continuity of service of an employee but unpaid leave is not to be taken into account when calculating the period of service for the purpose of this Agreement.

An employee on a fixed term contract may not be granted parental leave for any period beyond that employee’s period of engagement.

**Bereavement Leave**

An employee may be granted paid bereavement leave for a period not exceeding three (3) days on any one occasion in respect of the death of an immediate family member or household member in Western Australia or for a period not exceeding five (5) days on any one occasion in respect of the death of an immediate family member outside of Western Australia.
The term “immediate family” includes the spouse (including a former spouse, a de facto spouse and a former de facto spouse) of the employee, a child or an adult child (including an adopted child, a stepchild or an ex nuptial child), a parent (including parent-in-law, step-parent or guardian of dependant child), a grandparent, a grandchild, or a sibling of the employee.

A request for such leave must be made as soon as possible and include the expected time away from work. The employee shall give Fremantle Ports notice of their intention to take such leave as soon as reasonably practicable. If required, satisfactory evidence of the need for bereavement leave shall be furnished by the employee to Fremantle Ports.

The employee shall not be entitled to leave under this clause in respect of any period which coincides with any other period of leave entitlement under this Agreement.

31. JURY SERVICE

When an employee is required to attend for jury service during their normal working hours, they will not be paid or accept juror’s fees but will be granted leave with pay. An employee required for jury service during normal working hours, shall notify Fremantle Ports as soon as possible and produce the summons to serve.

An employee must obtain from the Sheriff’s Office a certificate setting out the actual times of attendance at the Court. A further condition of the granting of paid leave is that an employee must return to duty as expeditiously as possible on discharge from jury service.

32. WITNESS SERVICE

An employee subpoenaed or called as a witness to give evidence in any proceeding shall as soon as practicable notify the manager/supervisor.

Where an employee is subpoenaed or called as a witness to give evidence in an official capacity that employee shall be granted leave of absence with pay, but only for such period as is required to enable the employee to carry out duties related to being a witness. If the employee is on any form of paid leave, the leave involved in being a witness will be reinstated, subject to the satisfaction of Fremantle Ports. The employee will not be paid or accept witness fees.

An employee subpoenaed or called as a witness to give evidence in an official capacity shall, in the event of non-payment of the proper witness fees or travelling expenses as soon as practicable after the default, notify Fremantle Ports.

An employee subpoenaed or called as a witness on behalf of the Crown but not in an official capacity shall be granted leave with full pay entitlements.

An employee subpoenaed or called as a witness under any other circumstances other than specified immediately above, shall be granted leave of absence without pay except when the employee makes an application to clear accrued leave in accordance with the provisions of this Agreement.

33. LEAVE FOR TRAINING WITH THE DEFENCE FORCE RESERVES

Subject to Fremantle Ports’ convenience, leave of absence may be granted by Fremantle Ports to an employee who is a volunteer member of the Defence Force Reserves or the Cadet Force for the purpose of attending a training camp, school, class or course of instruction in accordance with the relevant policy.
34. PARTNERSHIP FOR PERFORMANCE

This Agreement continues the partnership between Fremantle Ports and employees to deliver quality services to our customers and our stakeholders. We will work together in a flexible and mutually rewarding manner to enable us to provide a professional delivery of services as well as achieving balance with our personal responsibilities away from work.

We will access the opportunities for flexibility this Agreement provides and integrate the philosophy of Continuous Improvement into every aspect of the way we deliver our services to customers. The Strategic Plan, our Branch plans and our Employee Development System will focus our efforts and guide us in achieving our goals. We will seek to be recognised as a leader in the delivery of small craft services nationally and internationally.

Role of Employees

Employees contribute to the achievement of Fremantle Ports Mission and Vision by providing excellence in service to customers, being innovative, actively participating in improving our services, and acting as ambassadors for Fremantle Ports. Employees will:

- act with integrity;
- use Fremantle Ports resources efficiently and effectively;
- treat colleagues with courtesy, consideration and sensitivity at all times;
- treat other Port users and members of the public with courtesy and in a professional manner;
- be customer focussed;
- comply with Fremantle Ports policies and Code of Conduct; and
- act in accordance with our Values.

Role of Supervisors

In addition to their role as employees, Supervisors (particularly Small Craft Team Leader and Small Craft Deputy Team Leader) have a role in providing quality leadership to their work groups to enable employees to achieve Fremantle Ports’ objectives. In addition they are also charged with ensuring that employees have the appropriate resources, skills and information to do this. Supervisors will:

- support employee professionalism;
- act as a role model of our Values;
- support employees to utilise the flexibilities in this Agreement to provide excellent customer service whilst balancing their personal responsibilities away from work;
- ensure employees understand and contribute to the achievement of the goals and strategies in Fremantle Ports’ Strategic Plan and in the Branch Plans which link to the Strategic Plan;
- consult with employees in making decisions which affect them;
- ensure employee contributions are recognised;
- provide guidance and assistance to employees to develop professionally;
- promote an environment that leads to innovation, productivity, growth and organisational and individual learning;
- positively articulate the goals of the organisation; and
• manage their work area and resources prudently and in a commercially sound manner.

Role of Small Craft Masters (“Masters”)

Masters are integral to the success of the Port by providing the following services in an efficient and responsive manner:

• The provision of a 24 hour per day surveillance, monitoring, information and communication service for the co-ordination of port shipping, and of operational, security and emergency response services;
• The maintenance of a continuous liaison between Fremantle Ports and the port users on all matters relating to the arrival and departure of vessels;
• The coordination of appropriate resources for the provision of services to shipping;
• The provision of Small Craft Service to support pilotage, marine maintenance and services, security and emergency responsiveness as required; and
• Other duties and responsibilities as set out in the current Job Description Forms (“JDFs”) applying to these positions.

35. SMALL CRAFT TEAM ROSTERS

A roster will provide for two (2) Masters (a Crew) of whom at least one should be a Master 4 on duty twenty-four (24) hours per day seven (7) days per week and be structured into two (2) by twelve (12) hour shifts per day, an average of forty-two (42) hours per week. Masters will be rostered on day work to provide for suitable coverage of extra pilotage, ERV and other vessel requirements over a twelve (12) hour period Monday to Friday with an aggregate of forty (40) hours per week.

“On call” is required for the provision of back-up support, with the Small Craft Team Leader and Small Craft Deputy Team Leader to be on call twenty (20) hours per week (between 6.00am and 6.00pm (0600 and 1800) Monday to Friday). In addition, the Small Craft Team Leader will be "available" one hundred and eight (108) hours per week. The shift coverage periods will be Day: 6.00am – 6.00pm (0600-1800) and Night: 6.00pm – 6.00am (1800-0600).

<table>
<thead>
<tr>
<th></th>
<th>NIGHT</th>
<th>RDO</th>
<th>RDO</th>
<th>DAYWORK</th>
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<tbody>
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<td>B</td>
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<td>C</td>
<td>A</td>
<td>E</td>
</tr>
</tbody>
</table>
‘A’ – ‘D’ shiftwork cycle.
‘E’ Shift – Monday to Friday 6.00 am to 6.00 pm (0600 to 1800) coverage.

Review

In order to maintain high quality services and to respond to changing circumstances and market share these Rostering Arrangements will be reviewed from time to time. Any review will be conducted with input from affected employees. Resulting changes to rosters, Average Annualised Salaries, and operations will be carried out in accordance with Part 4 Salaries and Allowances hereof.

36. SMALL CRAFT TEAM SPECIAL EXTRATIME PROVISIONS

Each Master (Shift) employee shall have the option to opt into an arrangement whereby the amount of $4,200 is nominally to be paid in advance on a pro-rata basis each fortnight in return for such Master working an additional one hundred (100) hours per annum extratime to be worked in addition to the normal roster.

All equivalent extratime worked will be offset against this paid extratime component before employees are paid for any additional extratime worked, and rates shall be calculated in accordance with the terms of this Agreement for any additional extratime worked.

37. NEW STRUCTURE AND RECLASSIFICATION

Team Leader – Marine to Small Craft Team Leader; Small Craft Deputy Team Leader; Master 4 Fully Qualified (Shift); Master 4 Fully Qualified (Day); Master (Shift) to Master 4 Existing (Shift); Master (Daywork) to Master 4 Existing (Day); and Master 5 Entry (Day); and Master 5 Entry (Shift)

Team Leader – Marine shall become Small Craft Team Leader, Master (Shift) shall become Master 4 Existing (Shift), and Master (Daywork) shall become Master 4 Existing (Day). In addition, the positions of Small Craft Deputy Team Leader, Master 4 Fully Qualified (Shift), Master 4 Fully Qualified (Day), Master 5 (Shift) and Master 5 (Day) shall be created.

Master 4 Existing employees shall be required to attain a Certificate IV level or higher qualification, or successfully complete an inhouse course designed by Fremantle Ports to meet the requirements of the role and the needs of the business, in a discipline agreed between the employee and management, to receive the Master 4 Fully Qualified rates, and be prepared to utilise such qualification as required in any area of the business. Fremantle Ports shall fund such training and the time needed to attend such training, provided that:

Should a Master 4 Existing successfully complete a qualification named above during the life of this agreement, then such Master shall have the financial benefits of such qualification backpaid to the time of acceptance of this Agreement by a ballot of employees;

As soon as a Master 4 Existing formally commences the curricula required for a qualification named above, then such Master shall be entitled to receive fifty per cent (50%) of the difference between the Master 4 Existing rate and the Master 4 Fully Qualified rate for a period of twelve (12) months after commencing such curricula;
Should a Master 4 Existing formally commence the curricula required for a qualification named above but not successfully complete such curricula within twelve (12) months of having commenced such curricula, such Master’s pay shall revert to the Master 4 Existing increment without loading; and
Should Fremantle Ports not have offered a Master the opportunity to achieve a higher qualification to advance to the higher increment within twelve (12) months of the acceptance of this Agreement by employees, then such Master shall be paid the higher rate until such time as they have been offered such an opportunity. Such payment shall continue while the employee is training, however should such employee commence the curricula required to achieve the qualification, but fail to successfully complete the qualification within twelve (12) months from having started the curricula, such employee’s pay shall revert to the Master 4 Existing increment.

Master 5 employees shall be employed on a fixed term basis for the predicted length of time it should take for them to attain the higher qualifications of Master Class 4 and MED1. Provided that should a Master 5 not attain such higher qualifications within their fixed term of engagement then they shall be treated the same as any other employee whose fixed term contract has expired.

The JDFs for all Masters and Leaders positions in the team will be amended and/or created to reflect the higher level responsibilities and qualifications of the positions.

38. WAGES SCHEDULE

TABLE A - AVERAGE ANNUALISED RATES OF PAY

<table>
<thead>
<tr>
<th>Position</th>
<th>Acceptance</th>
<th>+26 fortnights</th>
<th>+52 fortnights</th>
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</thead>
<tbody>
<tr>
<td>Team Leader Qualified</td>
<td>$86,634</td>
<td>$89,285</td>
<td>$92,044</td>
</tr>
<tr>
<td>Team Leader Qualified (No Overtime)</td>
<td>$82,434</td>
<td>$85,085</td>
<td>$87,844</td>
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<tr>
<td>Team Leader</td>
<td>$83,884</td>
<td>$86,456</td>
<td>$89,130</td>
</tr>
<tr>
<td>Team Leader (No Overtime)</td>
<td>$79,684</td>
<td>$82,256</td>
<td>$84,930</td>
</tr>
<tr>
<td>Deputy Team Leader Qualified</td>
<td>$69,300</td>
<td>$71,420</td>
<td>$73,627</td>
</tr>
<tr>
<td>Deputy Team Leader Qualified (No Overtime)</td>
<td>$65,100</td>
<td>$67,220</td>
<td>$69,427</td>
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<tr>
<td>Deputy Team Leader</td>
<td>$66,550</td>
<td>$68,927</td>
<td>$71,399</td>
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<tr>
<td>Deputy Team Leader (No Overtime)</td>
<td>$62,350</td>
<td>$64,727</td>
<td>$67,199</td>
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<tr>
<td>Master 4 Qualified (Shift)</td>
<td>$83,333</td>
<td>$85,841</td>
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<tr>
<td>Master 4 Qualified (Shift)(No Overtime)</td>
<td>$79,133</td>
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<td>Master 4 Qualified (Day)</td>
<td>$59,293</td>
<td>$61,611</td>
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<td>Master 4 Qualified (Day)(No Overtime)</td>
<td>$55,093</td>
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<td>Master 4 Existing (Shift)</td>
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<td>$71,368</td>
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<td>Master 4 Existing (Day)</td>
<td>$53,082</td>
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<td>Master 5 Entry Level (Shift)</td>
<td>$73,007</td>
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<td>Master 5 Entry Level (Shift)(No Overtime)</td>
<td>$68,807</td>
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<td>Master 5 Entry Level (Day)</td>
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<td>Master 5 Entry Level (Day)(No Overtime)</td>
<td>$45,605</td>
<td>$47,497</td>
<td>$49,465</td>
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</tbody>
</table>

n.b. – 2% bonus amounts not shown in above figures.

All increases shall become payable from the first pay period following the nominated times.

Although the table shown above provides for four per cent (4%) increases to the base rates for the second and third years of the agreement, within four (4) weeks of the acceptance of this Agreement by a majority of all employees covered by this Agreement, such employees may determine to be paid second and third year increases in accordance with the official Consumer Price Index, all groups (Perth) figure calculated for the preceding twelve (12) month period.

If employees elect to receive such CPI increase, that method shall apply to both the second and third year of this Agreement and shall not change for the life of this Agreement.
PART 7 – PROVISIONS RELATING SOLELY TO VESSEL TRAFFIC SERVICES OFFICERS

39. PARTNERSHIP FOR PERFORMANCE

This Agreement continues the partnership between Fremantle Ports and employees to deliver quality services to our customers and our stakeholders. We will work together in a flexible and mutually rewarding manner to enable us to provide a professional delivery of services as well as achieving balance with our personal responsibilities away from work.

We will access the opportunities for flexibility this Agreement provides and integrate the philosophy of Continuous Improvement into every aspect of the way we deliver our services to customers. The Strategic Plan, our Branch plans and our Employee Development System will focus our efforts and guide us in achieving our goals. We will seek to be recognised as a leader of Vessel Traffic Services (“VTS”) nationally and internationally.

Role of Employees

Employees contribute to the achievement of Fremantle Ports Mission and Vision by providing excellence in service to customers, being innovative, actively participating in improving our services, and acting as ambassadors for Fremantle Ports. Employees will:

- act with integrity;
- use Fremantle Ports resources efficiently and effectively;
- treat colleagues with courtesy, consideration and sensitivity at all times;
- treat other Port users and members of the public with courtesy and in a professional manner;
- be customer focussed;
- comply with Fremantle Ports policies and Code of Conduct; and
- act in accordance with our Values.

Role of Vessel Traffic Services

The Vessel Traffic Services section is integral to the success of the Ports by providing the following services in an efficient, responsible and responsive manner:

- The provision of a 24 hour per day surveillance, monitoring, information and communication service for the co-ordination of port shipping, and of operational, security and emergency response services;
- The initiation of response to, and provision of efficient communications base for, incidents and emergencies within the VTS area for users;
- The scheduling and berthing coordination of shipping movements and services including the facilitation and assistance in the operation of the Dynamic Under Keel Clearance system;
- The maintenance of a continuous liaison between Fremantle Ports and the port users on all matters relating to the arrival and departure of vessels, Notices to Mariners, Navigational Warnings, and other administrative duties;
- The compilation of, and modifications to, daily shipping schedules and the notification to Port users of information relating to those schedules;
- The performance of general administrative duties including, but not limited to, maintaining shipping statistics, shipping sheets, error reporting, actions relating to identified areas of concern, signal and other logs and paperwork;
• The implementation of emerging VTS technology and business facilitation software through our operations;
• The coordination of appropriate resources for the provision of services to shipping; and
• Other duties and responsibilities as set out in the current Job Description Forms (“JDFs”) applying to these positions.

Employees shall accept and adopt new technologies and processes designed to improve delivery of services to customers, both internal and external and shall not place barriers on the implementation of such new or changed technologies and processes. In addition, employees will assist with work related learning and development of other Vessel Traffic Service Operators (“VTSOs”) or other Port employees as required.

40. VTSO ROSTERS

It is acknowledged that the current rosters will need to be improved to meet the requirements of all stakeholders, but that any proposed changes to the current rosters shall be done in consultation with the affected employees in accordance with this Agreement.

41. SPECIAL EXTRATIME AND ON CALL PROVISIONS

Each VTSO shall have the option to opt into an arrangement whereby the amount of $1,250 is nominally to be paid in advance on a pro-rata basis each fortnight in return for such VTSO working an additional thirty-two (32) hours per annum extratime to be worked as four (4) eight (8) hour shifts for meetings or training in addition to the normal roster.

42. NEW STRUCTURE AND RECLASSIFICATION

VCOs shall be known as VTSOs upon approval of this Agreement. Three grades of VTSO shall apply, being a VTSO Entry Level, a VTSO, and a Fully Qualified VTSO.

An employee will transit from VTSO Entry Level to VTSO upon the successful completion of an IALA specification VTS Basic Operator Course (Certificate III level) or upon the date of approval of this Agreement if an employee has already successfully completed the named course.

An employee will transit from VTSO to VTSO Fully Qualified upon the successful completion of an IALA specification VTS Advanced Operator Course (Certificate IV level) or upon the date of approval of this Agreement if an employee has already successfully completed the named course.

Should a VTSO successfully complete the qualification named above during the life of this agreement, then such VTSO shall have the financial benefits of such qualification backpaid to the time of acceptance of this Agreement by employees;

As soon as a VTSO formally commences the curricula required for the qualification named above, then such VTSO shall be entitled to receive fifty per cent (50%) of the difference between the VTSO rate and the VTSO Fully Qualified rate for a period of twelve (12) months after commencing such curricula;

Should a VTSO formally commence the curricula required for the qualification named above but not successfully complete such curricula within twelve (12) months of having commenced such curricula, such VTSO’s pay shall revert to the VTSO increment without loading; and
Should Fremantle Ports not have offered a VTSO the opportunity to achieve the higher qualification to advance to the higher increment within twelve (12) months of the acceptance of this Agreement by employees, then such VTSO shall be paid the higher rate until such time as they have been offered such an opportunity. Such payment shall continue while the employee is training, however should such employee commence the curricula required to achieve the qualification, but fail to successfully complete the qualification within twelve (12) months from having started the curricula, such employee’s pay shall revert to the VTSO increment.

The JDFs for all VTSO positions shall be amended to reflect the higher level responsibilities of each position.

In addition, management may elect to have VTSO work areas currently segregated by function to be combined in order that any and all VTSOs on duty at any one time can perform all of the functions of the position as and when required by the business and its customers.

43. WAGES SCHEDULE

**TABLE A - AVERAGE ANNUALISED RATES OF PAY**

<table>
<thead>
<tr>
<th></th>
<th>Acceptance</th>
<th>+26 fortights</th>
<th>+52 fortights</th>
</tr>
</thead>
<tbody>
<tr>
<td>VTSO Fully Qualified</td>
<td>$93,137</td>
<td>$96,201</td>
<td>$99,366</td>
</tr>
<tr>
<td>VTSO Fully Qualified (No Overtime)</td>
<td>$91,887</td>
<td>$94,910</td>
<td>$98,023</td>
</tr>
<tr>
<td>VTSO (No Overtime)</td>
<td>$88,593</td>
<td>$91,511</td>
<td>$94,515</td>
</tr>
<tr>
<td>VTSO Entry Level</td>
<td>$86,015</td>
<td>$88,799</td>
<td>$91,694</td>
</tr>
<tr>
<td>VTSO Entry Level (No Overtime)</td>
<td>$84,765</td>
<td>$87,549</td>
<td>$90,444</td>
</tr>
</tbody>
</table>

n.b. – 2% bonus amounts not shown in above figures.

All increases shall become payable from the first pay period following the nominated dates.

Although the table shown above provides for four per cent (4%) increases to the base rates for the second and third years of the agreement, within four (4) weeks of the acceptance of this Agreement by a majority of all employees covered by this Agreement, such employees may determine to be paid second and third year increases in accordance with the official Consumer Price Index, all groups (Perth) figure calculated for the preceding twelve (12) month period.

If employees elect to receive such CPI increase, that method shall apply to both the second and third year of this Agreement and shall not change for the life of this Agreement.