# Port Hedland Port Authority Port Control Officers Award 1982

## 1. - TITLE

This award shall be known as the Port Hedland Port Authority Port Control Officers Award 1982.

## 1A. - STATEMENT OF PRINCIPLES - JUNE, 1998

It is a condition of this award/industrial agreement that any variation to its terms on or from the 12th day of June, 1998 including the $14, $12 and $10 per week arbitrated safety net adjustments, the increase in the adult minimum wage to $373.40 per week and previous arbitrated safety net adjustments, shall not be made except in compliance with the Statement of Principles - June, 1998 set down by the Commission in Matter No. 757 of 1998.

## 1B. - MINIMUM ADULT AWARD WAGE

(1) No employee aged 21 or more shall be paid less than the minimum adult award wage unless otherwise provided by this clause.

(2) The minimum adult award wage for full-time employees aged 21 or more working under an award that provides for a 38 hour week is $746.90 per week.

The minimum adult award wage for full-time employees aged 21 or more working under awards that provide for other than a 38 hour week is calculated as follows: divide $746.90 by 38 and multiply by the number of ordinary hours prescribed for a full time employee under the award.

The minimum adult award wage is payable on and from the commencement of the first pay period on or after 1 July 2019.

(3) The minimum adult award wage is deemed to include all State Wage order adjustments from State Wage Case Decisions.

(4) Unless otherwise provided in this clause adults aged 21 or more employed as casuals, part-time employees or piece workers or employees who are remunerated wholly on the basis of payment by result, shall not be paid less than pro rata the minimum adult award wage according to the hours worked.

(5) Employees under the age of 21 shall be paid no less than the wage determined by applying the percentage prescribed in the junior rates provision in this award (if applicable) to the minimum adult award wage, provided that no employee shall be paid less than any applicable minimum rate of pay prescribed by the *Minimum Conditions of Employment Act 1993*.

(6) The minimum adult award wage shall not apply to apprentices, employees engaged on traineeships or government approved work placement programs or employed under the Commonwealth Government Supported Wage System or to other categories of employees who by prescription are paid less than the minimum award rate, provided that no employee shall be paid less than any applicable minimum rate of pay prescribed by the *Minimum Conditions of Employment Act 1993*.

(7) Liberty to apply is reserved in relation to any special category of employees not included here or otherwise in relation to the application of the minimum adult award wage.

(8) Subject to this clause the minimum adult award wage shall –

(a) Apply to all work in ordinary hours.

(b) Apply to the calculation of overtime and all other penalty rates, superannuation, payments during any period of paid leave and for all purposes of this award.

(9) Minimum Adult Award Wage

The rates of pay in this award include the minimum weekly wage for employees aged 21 or more payable under the 2019 State Wage order decision. Any increase arising from the insertion of the minimum wage will be offset against any equivalent amount in rates of pay received by employees whose wages and conditions of employment are regulated by this award which are above the wage rates prescribed in the award. Such above award payments include wages payable pursuant to enterprise agreements, consent awards or award variations to give effect to enterprise agreements and over award arrangements. Absorption which is contrary to the terms of an agreement is not required.

Increases under previous State Wage Case Principles or under the current Statement of Principles, excepting those resulting from enterprise agreements, are not to be used to offset the minimum wage.

(10) Adult Apprentices

(a) Notwithstanding the provisions of this clause, the minimum adult apprentice wage for a full-time apprentice aged 21 years or more working under an award that provides for a 38 hour week is $638.20 per week.

(b) The minimum adult apprentice wage for a full-time apprentice aged 21 years or more working under an award that provides for other than a 38 hour week is calculated as follows: divide $638.20 by 38 and multiply by the number of ordinary hours prescribed for a full time apprentice under the award.

(c) The minimum adult apprentice wage is payable on and from the commencement of the first pay period on or after 1 July 2019.

(d) Adult apprentices aged 21 years or more employed on a part-time basis shall not be paid less than pro rata the minimum adult apprentice wage according to the hours worked.

(e) The rates paid in the paragraphs above to an apprentice 21 years of age or more are payable on superannuation and during any period of paid leave prescribed by this award.

(f) Where in this award an additional rate is expressed as a percentage, fraction or multiple of the ordinary rate of pay, it shall be calculated upon the rate prescribed in this award for the actual year of apprenticeship.

## 2. - ARRANGEMENT


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Schedule A

## 2A. - STATE WAGE PRINCIPLES - JUNE 1991

It is a term of this award that the union undertakes for the duration of the principles determined by the Commission in Court Session in Application No. 704 of 1991 not to pursue any extra claims, award or overaward, except when consistent with the State Wage Principles.

## 3. - SCOPE

This award shall apply to all Port Control Officers employed by the Port Hedland Port Authority.

## 4. - TERM

The term of this award shall be for a period of twelve months as from the beginning of the first pay period commencing on or after the 1st day of February, 1982.

## 5. - CONTRACT OF SERVICE

(1) The contract of service shall unless the Authority and the Officer otherwise agree be terminated by the giving of four weeks' notice on either side or by the payment or forfeiture of four weeks' pay in lieu of notice.

(2) Nothing herein contained shall affect the Authority's rights to terminate the contract of service without notice in the event of the Officer's misconduct and the Officer shall be paid up to the time of dismissal only.

## 6. - HOURS OF DUTY

(1) The ordinary hours of duty shall be thirty-seven and one-half hours per week.

(2) The Authority may require any Officer to work reasonable overtime at overtime rates and such Officer shall work overtime in accordance with such requirement.

## 7. - OVERTIME

(1) All time worked in excess of thirty-seven and one half hours per week, based on a seven and one half hour day, shall be paid for at the rate of double time, except when an Officer is rostered-on four days in any week when the time worked will be based on an eight hour day.

(2) When an Officer is called to work at any time when that Officer is not rostered for duty, that Officer shall receive a minimum payment of 4 hours at the appropriate overtime rate on each such occasion, provided that the Officer shall not be required to work the full 4 hours if the job is completed within a shorter time.

(3) (a) Where an Officer performs overtime duty after the time at which normal hours of duty end on one day and before the time at which normal hours of duty are to commence on the next succeeding day for a period which results in the Officer not being off duty between these times for a continuous period of not less than ten hours, the Officer shall be entitled to be absent from duty without loss of salary, from the time the Officer ceased to perform overtime duty, until the Officer has been off duty for a continuous period of ten hours.

(b) Provided that where an Officer is required to return to or continue work without the break provided in paragraph (a) of this subclause, then the Officer shall be paid at double the ordinary rate until released from duty or until the Officer has had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

(4) No claim for payment of overtime shall be allowed in respect of any day on which the additional time worked amounts to less than thirty minutes.

## 8. - SHIFT WORK

(1) For the purposes of this clause the following expressions shall have the following meanings:-

"Day Shift" means a shift commencing after 6.00 a.m. and before 12.00 noon.

"Afternoon Shift" means a shift commencing at or after 12.00 noon and before 6.00 p.m.

"Night Shift" means a shift commencing at or after 6.00 p.m. and before 6.01 a.m.

(2) Shift work shall be performed by all Officers in accordance with a roster.

(3) There shall be three eight hour shifts worked on each day, provided that on days upon which only three Officers are available for duty two twelve hour shifts shall be worked.

(4) For the purpose of this clause, the week's work shall be deemed to commence at 12 midnight on Friday night, and to conclude at 12 midnight on the following Friday night.

(5) Subject to the provisions of this clause Officers shall, where practicable:-

(a) be given 24 hours' notice of any alteration of their rostered shift, and

(b) be allowed a break of at least eight hours between shifts.

(6) When an officer is required to work an afternoon or night shift as per that officer's roster, that officer shall be paid a shift allowance of $11.28.

(7) When an Officer is required by that Officer's roster to work a shift at the weekend or on a public holiday the Officer shall be paid at the following rates:

| | | |
|---|---|---|
| Saturday | - | time and one half |
| Sunday | - | time and three-quarters |
| Public Holidays | - | double time and one half |

These rates shall be paid in lieu of the allowance prescribed in subclause (6) of this clause.

(8) (a) Officers shall receive an allowance of $376 per annum for time worked in the handover of shifts.

(b) The time worked by Officers in the handover of shifts shall not be classed as time worked for the purposes of clause 7 - Overtime.

## 9. - SALARIES AND SALARY RANGES

The rates of pay in this award include arbitrated safety net adjustments available since December 1993, under the Arbitrated Safety Net Adjustment Principle.

These arbitrated safety net adjustments may be offset against any equivalent amount in the rate of pay received by employees since 1 November 1991 above the rate prescribed in the Award, except where such absorption is contrary to the terms of an industrial agreement.

Increases in rates of pay otherwise made under the State Wage Case Principles, excepting those resulting from enterprise agreements, are not to be used to offset arbitrated safety net adjustments.

| RANGE 1 | ASNA | $ |
|---|---|---|
| 1st year | 21024 | 48249 |
| 2nd year | 21398 | 50971 |
| 3rd year | 21520 | 52215 |
| 4th year | 21818 | 55216 |
| 5th year | 21839 | 56507 |
| RANGE 2 | | |
| 1st year | 21818 | 55216 |
| 2nd year | 21839 | 56507 |
| 3rd year | 22278 | 60937 |
| 4th year | 22278 | 60937 |
| 5th year | 22426 | 62419 |
| RANGE 3 | | |
| 1st year | 21839 | 56507 |
| 2nd year | 22278 | 60937 |
| 3rd year | 22278 | 60937 |
| 4th year | 22426 | 62419 |
| RANGE 4 | | |
| 1st year | 22278 | 60937 |
| 2nd year | 22426 | 62419 |

## 10. - QUALIFICATIONS

The minimum academic qualifications necessary for appointment to the various ranges as set out in clause 9 - Salaries and Salary Ranges shall be as follows:-

(a) Range 1 - Possession of Master Harbours and Rivers Certificate.

(b) Range 2 - Possession of Second Mate Foreign Going Certificate.

(c) Range 3 - Possession of First Mate Foreign Going Certificate.

(d) Range 4 - Possession of Master Foreign Going Certificate.

## 11. - MEAL ALLOWANCE

An Officer shall be paid an allowance of $4.40 for each day upon which he works a normal rostered eight hour shift during which no meal break is taken, and $6.60 for each day upon which he works a twelve hour shift during which no meal break is taken.

## 12. - PUBLIC HOLIDAYS

Public holidays, for the purposes of this Award, shall be all statutory and gazetted State Public Service holidays within the locality to which the holidays shall apply.

## 13. - ANNUAL LEAVE

(1) (a) Except as hereinafter provided a period of four consecutive weeks' leave with payment of ordinary wages as prescribed shall be allowed annually to an Officer by the Authority after a period of twelve months' continuous service with the Authority.

(b) An Officer being employed North of the 26th parallel of South latitude during his period of service, shall be entitled to have his period of leave increased by one week for each completed twelve months' service.

(c) The additional amount of annual leave provided for under paragraph (b) of this subclause is based on the amount of annual leave applicable to a Government Officer employed under the provisions of the Public Service Act, 1978 and located North of the 26th parallel of South latitude and shall be varied in accordance with any variation applying in respect of such Government Officers.

(d) An Officer, being a shift worker who is rostered to work regularly on Sundays and Public Holidays, shall be allowed one week's leave in addition to the leave to which he is otherwise entitled under this clause.

(e) An additional day's leave with payment of ordinary wages as prescribed shall be allowed for each Public Holiday in excess of five per annum upon which an Officer is:-

(i) on rostered duty

(ii) on annual leave, and

(iii) on rostered days off duty.

(2) (a) A loading equivalent to seventeen and one-half per cent of normal salary shall be paid to Officers proceeding on annual leave, including accumulated annual leave, provided that payment of the loading is not made for the additional week of annual leave prescribed by paragraph (b) of subclause (1) of this clause.

(b) In no case shall the loading for five weeks' leave exceed five-fourths of the 'Average Weekly Earnings Per Employed Male Unit' in Western Australia, as published by the Australian Bureau of Statistics, for the September quarter of the year immediately preceding that in which the leave commences.

(3) The annual leave prescribed in subclause (1) of this clause may with the consent of the Officer and the Authority be taken in more than one portion provided that no portion shall be less than one week.

(4) Subject as hereinafter provided:-

(a) If after one month's continuous service in any twelve monthly period an Officer lawfully terminates his service or his employment is terminated by the Authority through no fault of the Officer, the Officer shall be paid five-twelfths of a week's pay for each completed month of service.

(b) An Officer, being an employee employed North of the 26th parallel of South latitude, who lawfully terminates his service or his employment is terminated by the Authority through no fault of his own shall, in addition to the payment referred to in paragraph (a) of this subclause, be paid in accordance with the following formula:-

| Completed Months of Service | Pro Rata Annual Leave (Working Days) |
|---|---|
| 1 | Nil |
| 2 | Nil |
| 3 | 1 |
| 4 | 1 |
| 5 | 2 |
| 6 | 2 |
| 7 | 2 |
| 8 | 3 |
| 9 | 3 |
| 10 | 4 |
| 11 | 4 |

Provided that the payment referred to in this paragraph shall not apply to a worker who has not completed twelve months of continuous service with the Authority.

(c) In addition to any payment to which he may be entitled under this subclause, an Officer whose employment terminates after he has completed a twelve monthly qualifying period and who has not been allowed the leave prescribed under this clause in respect of that qualifying period, shall be given payment in lieu of that leave unless he has been justifiably dismissed for misconduct, and the misconduct for which he has been dismissed occurred prior to the completion of that qualifying period.

(5) When computing the annual leave due under this clause, no deduction shall be made from such leave in respect of the period an Officer is on annual leave, observing a public holiday prescribed by this award, absence through sickness with or without pay except for that portion of an absence that exceeds three months or absence on worker's compensation except for that portion of an absence that exceeds six months.

(6) With the approval of the Authority the annual leave for recreation of an Officer may, when the convenience of the Authority is served thereby, be allowed to accumulate.

(7) (a) The Authority shall provide to each Officer return airfares to either Perth or Geraldton for the Officer, dependent spouse or defacto spouse and dependent children on two occasions during any period of twelve months provided that the Officer is proceeding on approved leave for recreational purposes.

(b) When an Officer proceeds on such annual leave by air, the Authority shall arrange the necessary return air bookings. Provided that when an Officer or any of his dependants travel south on annual leave by a mode of travel other than air, payment of the cash equivalent of the cost of the return air fare shall be made prior to the journey being undertaken.

(c) Officers travelling to either Perth or Geraldton on approved annual leave shall be granted an additional two days' paid annual leave to compensate for travelling time if travelling by air, and an additional four days' paid annual leave if travelling by road provided that such additional leave shall only be granted on one occasion per annum.

## 14. - LONG SERVICE LEAVE

(1) Subject to subclause (3) of this clause an Officer who has completed seven years' continuous service with the Authority shall be entitled to three calendar months' long service leave on full pay or six calendar months' long service leave on half pay.

(2) For each subsequent period of seven years' service an Officer shall be entitled to an additional three calendar months' long service leave on full pay or six calendar months' long service leave on half pay.

(3) The expression "continuous service" includes any period during which the Officer is absent on full pay or part pay from his duties, but does not include -

(a) any period exceeding two weeks during which the Officer is absent on leave without pay. In the case of leave without pay which exceeds two weeks in a continuous period, the entire period of that leave is excised in full;

(b) any period during which the Officer is taking his long service leave entitlement or any portion thereof;

(c) any service prior to the Officer attaining the age of eighteen years;

(d) any service of an Officer who resigns, or is dismissed, other than service prior to such resignation or prior to the date of any offence in respect of which he is dismissed by the Authority, when that prior service has actually entitled the person to long service leave under this clause;

(e) any period of service between the date on which an Officer's approved accumulated entitlements to long service leave approved in accordance with subclause (5) of this clause became due and the date he reduces that entitlement by taking not less than three months' long service leave.

(4) Any public holiday prescribed in clause 12. - Public Holidays of this award which occurs during the period an Officer is on long service leave shall be treated as part of the long service leave, and extra days in lieu thereof shall not be granted.

(5) An Officer who resigns or is dismissed shall not be entitled to long service leave or payment for long service leave other than that leave to which the Officer had actually become entitled and accrued in accordance with this clause prior to the date of resignation or the date of the offence which resulted in the dismissal.

(6) Long service leave shall be taken as it falls due at the convenience of the Authority but within seven years next after becoming entitled thereto. Provided that the Authority may approve the accumulation of long service leave not exceeding six months in all in any particular case.

(7) A lump sum payment for the money equivalent of any long service leave accrued in accordance with this clause and for pro rata long service leave shall be made in the following cases -

(a) to an Officer who retires at or over the age of fifty five years or who is retired on the grounds of ill-health, provided that no payment shall be made for pro rata long service leave unless the Officer has completed not less than twelve months' continuous service before the date of his retirement;

(b) to an Officer who, not having resigned, is retired for any other cause, provided that no payment shall be made for pro rata long service leave unless the Officer had completed not less than three years' continuous service before the date of his retirement;

(c) to the dependent spouse or defacto spouse, dependent children, dependent parents, dependent invalid brother or sister, or such other person as may be approved by the Authority, in the event of the death of an Officer, provided that no payment shall be made for pro rata long service leave unless the Officer had completed not less than twelve months' continuous service prior to the date of death;

(8) The calculation of the amount due for long service leave accrued and for pro rata long service leave shall be made at the rate of salary of an Officer at the date of retirement, resignation or death, whichever applies. The rate of salary for the purposes of this subclause shall include the appropriate rate of pay derived from clause 9 - Salaries and Salary Ranges.

## 15. - SICK LEAVE

In the case of illness or injury of an Officer, the Authority shall grant the Officer leave of absence on the following conditions:

(1) An application for leave of absence on the grounds of illness or injury exceeding two consecutive working days shall be supported by the certificate of a registered medical practitioner or, where the nature of the illness of injury consists of a dental condition and the period of absence does not exceed five consecutive working days, by a certificate of a registered dentist.

(2) The number of days' leave of absence which may be granted without production of the certificate required by subclause (1) of this clause shall not exceed, in the aggregate, five working days in any one calendar year.

(3) An Officer who is unfit for duty as a consequence of an illness or injury shall inform his senior officer, or arrange for him to be so informed, forthwith and shall as soon as reasonably possible thereafter, make a formal application for sick leave to cover his absence from duty; otherwise he shall be treated as being absent without leave. The application and certificate shall be in the form approved by the Authority.

(4) Where an application for leave is supported by the certificate of a registered medical practitioner, a further certificate from a Government Medical Officer may be required and if this certificate does not in the opinion of the Authority endorse the certificate of the medical practitioner, the Officer shall pay the fee due to the Government Medical Officer.

(5) The basis for determining the entitlement to leave of absence on the grounds of illness or injury which an Officer may be granted shall be ascertained by crediting the Officer concerned with the following cumulative periods:

| | Leave On Full Pay Working Days | Leave On Half Pay Working Days |
|---|---|---|
| On date of appointment | 5 | 2 |
| On completion of six months' service | 5 | 3 |
| On completion of twelve months' service | 10 | 5 |
| On completion of each additional twelve months' service | 10 | 5 |

(6) Where an Officer suffers illness or injury during the period of his -

annual leave for recreation - for a period of at least seven consecutive days; or

long service leave - for a period of at least fourteen consecutive days;

and produced at the time or as soon as possible thereafter medical evidence satisfactory to the Authority that he is or was as a result of his illness or injury confined to his place of residence or a hospital, he may, with the approval of the Authority be granted at a time convenient to the Authority additional leave equivalent to the period during which he was so confined.

(7) Where an Officer is duly absent on account of illness or injury and his entitlement to sick leave on full pay is exhausted, he may, with the approval of the Authority elect to convert any part of his entitlement to sick leave on half pay to sick leave on full pay, but so that his sick leave entitlement on half pay is reduced by two days for each day of sick leave on full pay that he receives by the conversion.

(8) Debits for sick leave shall be on the basis of working days and shall not include any of the public holidays prescribed in this award occurring during the period of leave.

(9) An Officer who is unable to resume duty on the expiration of an approved period of sick leave shall thereupon apply for a further period of sick leave and any such application shall be supported by a certificate from a registered medical practitioner.

(10) An Officer who is duly absent on leave without pay is not eligible for leave of absence on the account of illness or injury under this clause during the currency of that leave without pay.

(11) This clause shall not apply where the Officer is entitled to compensation under the Workers' Compensation Act, 1912.

(12) 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 Officer or in any case of absence from duty without sufficient cause.

(13) Where the Authority has occasion to doubt the cause of illness or injury or the reason for the absence, it may send a registered medical practitioner to attend on and examine the Officer, or may direct the Officer to attend the medical practitioner for examination.

If the report of the medical practitioner does not confirm that the Officer is ill or injured, or if the Officer is not available for examination at the time of the visit of the medical practitioner or the Officer fails without reasonable cause, to attend the medical practitioner when directed to do so, the fee payable for the examination, appointment or visit shall be paid by the Officer.

(14) Where an Officer, who has resigned, is subsequently reappointed, he shall for the purposes of this clause be regarded as a new appointee as from the date of his reappointment.

(15) Where an Officer who has been retired due to ill-health resumes duty his sick leave entitlement at the date of his retirement shall be reinstated.

(16) An Officer who is appointed subject to a medical examination, and whose appointment is deferred for a stated period on the recommendation of the appropriate Medical Officer, shall not be granted sick leave with pay during that period.

(17) If the Authority has reason to believe that an Officer is in such a state of health as to render him a danger to his fellow workers or the public, he may require the Officer to obtain a furnish a report as to his condition from a registered medical practitioner or may require him to submit himself for examination by the medical practitioner.

(18) Upon receipt of the medical report, the Authority may direct the Officer to absent himself from his duties for a specified period, or if already on leave of absence, direct him to continue on leave for a specified period, and the Officer's absence will be regarded as absence on leave owing to illness.

## 16. - SHORT LEAVE

(1) The Authority may upon sufficient cause being shown, grant any Officer leave of absence not exceeding two consecutive working days but any leave of absence granted shall not exceed, in the aggregate, three working days in any one calendar year.

(2) An Officer who desires to obtain short leave shall make application, in a form approved by the Authority, prior to the commencement of such leave.

## 17. - MOTOR VEHICLE ALLOWANCE

(1) An Officer who uses their own vehicle when travelling to and from work shall, when afternoon shifts, night shifts, overtime shifts, or twelve hour shifts are worked, be reimbursed in accordance with the appropriate rates set out in Schedule A of this award.

(2) In the event of a mechanical breakdown of an officer's vehicle whilst so travelling to and from work, he shall be reimbursed in accordance with subclause (1) hereof with a maximum of three such occurrences in each year.

## 18. - REMOVAL ALLOWANCE

The Authority shall reimburse an Officer, reasonable expenses incurred in moving the Officer's family and household to Port Hedland to take up employment with the Authority. Before receiving such allowance, each Officer shall be required to complete an indemnity granting replacement of the allowance should the Officer terminate employment, or be dismissed for misconduct, within two calendar years of appointment.

## 19. - DISTRICT ALLOWANCE

District allowance shall be paid in accordance with district allowances operating under the Public Service Allowances (District) Agreement No. 5 of 1973, as amended and replaced from time to time.

## 20. - TELEPHONE

The charge for the rental of an Officer's telephone and an amount to reimburse each Officer for telephone calls made in the performance of his duties shall be paid by the Authority upon receipt of an application in the form approved by the Authority.

## 21. - UNIFORMS

(1) Upon engagement three uniforms shall be issued free of charge by the Authority to an Officer for use during the subsequent twelve months.

(2) For each twelve months thereafter two uniforms shall be provided.

(3) The Authority shall provide free of charge for an Officer one pair of shoes per annum.

## 22. - MATERNITY LEAVE

(1) Eligibility for Maternity Leave

An Officer who becomes pregnant shall, upon production to the Authority of a certificate from a duly qualified medical practitioner stating the presumed date of her confinement, be entitled to maternity leave provided that she has had not less than 12 months' continuous service with the Authority immediately preceding the date upon which she proceeds upon such leave.

For the purposes of this clause:

(a) An Officer shall include a part-time Officer but shall not include an Officer engaged upon casual or seasonal work.

(b) Maternity leave shall mean unpaid maternity leave.

(2) Period of Leave and Commencement of Leave

(a) Subject to subclause (3) and (6) of this clause, the period of maternity leave shall be for an unbroken period of from 12 to 52 weeks and shall include a period of six weeks' compulsory leave to be taken immediately before the presumed date of confinement and a period of six weeks' compulsory leave to be taken immediately following confinement.

(b) An Officer shall, not less than 10 weeks prior to the presumed date of confinement, give notice in writing to the Authority stating the presumed date of confinement.

(c) An Officer shall give not less than four weeks' notice in writing to the Authority of the date upon which she proposes to commence maternity leave, stating the period of leave to be taken.

(d) An Officer shall not be in breach of this order as a consequence of failure to give the stipulated period of notice in accordance with paragraph (c) of this clause if such failure is occasioned by the confinement occurring earlier than the presumed date.

(3) Transfer to a Safe-Job

Where in the opinion of a duly qualified medical practitioner, illness or risks arising out of the pregnancy or hazards connected with the work assigned to the Officer make inadvisable for the Officer to continue at her present work, the Officer shall, if the Authority deems it practicable, be transferred to a safe job at the rate and on the conditions attaching to that job until the commencement of maternity leave.

If the transfer to a safe job is not practicable, the Officer may, or the Authority may require the Officer to, take leave for such period as is certified necessary by a duly qualified medical practitioner. Such leave shall be treated as maternity leave for the purpose of subclauses (7), (8), (9), and (10) of this clause.

(4) Variation of Period of Maternity Leave

(a) Provided the addition does not extend the maternity leave beyond 52 weeks, the period may be lengthened once only, save with the agreement of the Authority by the Officer giving not less than 14 days' notice in writing stating the period by which the leave is to be lengthened.

(b) The period of leave may, with the consent of the Authority, be shortened by the Officer giving not less than 14 days' notice in writing stating the period by which the leave is to be shortened.

(5) Cancellation of Maternity Leave

(a) Maternity leave, applied for but not commenced, shall be cancelled when the pregnancy of an Officer terminates other than by the birth of a living child.

(b) Where the pregnancy of an Officer then on maternity leave terminates other than by the birth of a living child, it shall be the right of the Officer to resume work at a time nominated by the Authority which shall not exceed four weeks from the date of notice in writing by the Officer to the Authority that she desires to resume work.

(6) Special Maternity Leave and Sick Leave

(a) Where the pregnancy of an Officer not then on maternity leave terminates after 28 weeks other than by the birth of a living child then -

(i) she shall be entitled to such period of unpaid leave (to be known as special maternity leave) as a duly qualified medical practitioner certifies as necessary before her return to work, or

(ii) for illness other than the normal consequences of confinement she shall be entitled, either in lieu of or in addition to special maternity leave, to such paid sick leave as to which she is then entitled and which a duly qualified medical practitioner certifies as necessary before her return to work.

(b) Where an Officer not then on maternity leave suffers illness related to her pregnancy, she may take such paid sick leave as to which she is then entitled and such further unpaid leave (to be known as special maternity leave) as a duly qualified medical practitioner certifies as necessary before her return to work, provided that the aggregate of paid sick leave, special maternity leave and maternity leave shall not exceed 52 weeks.

(c) For the purpose of subclauses (7), (8) and (9) of this clause, maternity leave shall include special maternity leave.

(d) An Officer returning to work after the completion of a period of leave taken pursuant to this subclause shall be entitled to the position which she held immediately before proceeding on

such leave or, in the case of an Officer who was transferred to a safe job pursuant to subclause (3) of this clause, to the position she held immediately before such transfer.

Where such position no longer exists but there are other positions available, for which the Officer is qualified and the duties of which she is capable of performing, she shall be entitled to a position as nearly comparable in status and salary or wage to that of her former position.

(7) Maternity Leave and Other Leave Entitlements

Provided the aggregate of leave including leave taken pursuant to subclauses (3) and (6) of this clause does not exceed 52 weeks.

(a) An Officer may, in lieu of or in conjunction with maternity leave, take any annual leave or long service leave or any part thereof to which she is then entitled.

(b) Paid sick leave or other paid authorised award absences (excluding annual leave or long service leave), shall not be available to an Officer during her absence on maternity leave.

(8) Effect of Maternity Leave on Employment

Notwithstanding any award, or other provision to the contrary, absence on maternity leave shall not break the continuity of service of an Officer but shall not be taken into account in calculating the period of service for any purpose of the award.

(9) Termination of Employment

(a) An Officer on maternity leave may terminate her employment at any time during the period of leave by notice given in accordance with this award.

(b) The Authority shall not terminate the employment of an Officer on the ground of her pregnancy or of her absence on maternity leave, but otherwise the rights of the employer in relation to termination of employment are not hereby affected.

(10) Return to Work After Maternity Leave

(a) An Officer shall confirm her intention of returning to her work by notice in writing to the Authority given not less than four weeks prior to the expiration of her period of maternity leave.

(b) An Officer, upon the expiration of the notice required by paragraph (a) of this clause, shall be entitled to the position which she held immediately before proceeding on maternity leave or, in the case of an Officer who was transferred to a safe job pursuant to subclause (3) of this clause, to the position which she held immediately before such transfer. Where such position no longer exists but there are other positions available for which the Officer is qualified and the duties of which she is capable of performing, she shall be entitled to a position as nearly comparable in status and salary or wage to that of her former position.

(11) Replacement Officers

(a) A replacement Officer is an Officer specifically engaged as a result of an Officer proceeding on maternity leave.

(b) Before the Authority engages a replacement Officer under this subclause, the Authority shall inform that person of the temporary nature of the employment and of the rights of the Officer who is being replaced.

(c) Before the Authority engages a person to replace an Officer temporarily promoted or transferred in order to replace an Officer exercising her rights under this clause, the Authority shall inform that person of the temporary nature of the promotion or transfer and of the rights of the Officer who is being replaced.

(d) Provided that nothing in this subclause shall be construed as requiring the Authority to engage a replacement Officer.

(e) A replacement Officer shall not be entitled to any of the rights conferred by this clause except where the employment continues beyond the 12 months' qualifying period.

CLAUSE 23. - AVOIDANCE OF DISPUTES PROCEDURE

It is the intention of the parties to endeavour to provide a mechanism by which any or all grievances/disputes shall be promptly resolved by conciliation:

(1) Any grievance of a Port Control Officer shall be submitted to the Harbour Master through the Marine Supervisor as soon as practical.

(2) The Harbour Master and the Port Control Officer shall discuss the matter in full.

(3) In the event of there being no settlement of the grievance at this level, the matter shall be referred to the General Manager or their representative.

(4) If the matter remains unresolved, the Authority and a representative of The Australian Maritime Officers Union - Western Area Union of Employees shall confer in an endeavour to reach a satisfactory settlement.

(5) Once all the above procedures have been complied with and there is still no resolution, either party may refer the matter to the State Industrial Relations Commission.

(6) Without prejudice to either party, it is the intention of all parties that work shall continue, pending determination of any grievance or dispute, in accordance with the above procedures except where changed work practices, which are the subject of disputation, directly threaten the personal safety of employees.

(7) Provided that nothing contained above shall prevent either party referring the matter to the State Industrial Relations Commission at any time.

(8) In the event of a pending industrial dispute, the Harbour Master shall be provided with details of such industrial action by an official of the Australian Maritime Officers Union Western Area Union of Employees. All endeavours shall be made to resolve the dispute prior to the commencement of such industrial action.

(9) It is agreed that during periods of industrial disputation, exemptions shall include the following vessels:

(a) any vessel in an emergency circumstance;

(b) naval vessels.

23A. - CONSULTATIVE COMMITTEE

(1) A consultative committee shall be formed composed of employer and employee representatives.

The committee shall seek, by this consultative process, to improve the efficiency and productivity of the Port Hedland Port Authority.

Accordingly it shall have power to review (but not be limited to):

(i) work practices of Port Control Officers

(ii) award variations

(iii) duties of Port Control Officers

(iv) industrial relations practices

(v) training requirements of Port Control Officers

(vi) on any other matter that in the opinion of the parties will improve efficiency and productivity at Port Hedland Port Authority.

(2) This consultative committee shall meet as and when agreed to by the parties.

## 24. - PERFORMANCE OF WORK

The employee will perform such work within the employee's skill, competence and training as the employer may from time to time require.

## 25. - ONGOING DISCUSSIONS

1. The employer and employees agree to regularly discuss and review the appropriateness of award provisions for efficient and productive work arrangement. It is acknowledged that this review may result in a need to vary the award in which case the variation sought must be ratified by the Western Australian Industrial Relations Commission.
2. The employer and employees may, if the majority of the employees and the employer agree, operate and apply conditions in the manner different from that provided in the award.

DATED at Perth this 26th day of July, 1982.

SCHEDULE A

MOTOR CAR

| | Engine Displacement(in Cubic Centimetres) | |
|---|---|---|
| Distance Travelled During a Year | Over1600 cc | 1600 cc& Under |
| First 8000 kilometres | 26.3 c/km | 20.8 c/km |
| Over 8000 kilometres | 17.3 c/km | 13.8 c/km |

MOTOR CYCLE

| Distance Travelled During a Year | Rate |
|---|---|
| First 8000 kilometres | 6.6 c/km |
| Over 8000 kilometres | 4.3 c/km |

RESPONDENT

Port Hedland Port Authority

V A R I A T I O N R E C O R D

**PORT HEDLAND PORT CONTROL OFFICERS AWARD NO. A 1 OF 1982**

Delivered 26/07/82 at 62 WAIG 1860

Consolidated at

| CLAUSE NO. | EXTENT OF VARIATION | ORDER NO. | OPERATIVE DATE | GAZETTE REFERENCE |
|---|---|---|---|---|
| **1. Title** | | | | |
| | as delivered | A1/82 | 26/07/82 | 62 WAIG 1860 |
| (1A. State Wage Principles) | | | | |
| | Ins. Cl. | 1752/91 | 31/01/92 | 72 WAIG 191 |
| | Cl. & Title | 1457/93 | 24/12/93 | 74 WAIG 198 |
| (1A. State Wage Principles December 1993) | | | | |
| | Cl. & Title | 985/94 | 30/12/94 | 75 WAIG 23 |
| (1A. Statement of Principles December 1994) | | | | |
| | Cl. & Title | 1164/95 | 21/03/96 | 76 WAIG 911 |
| (1A. Statement of Principles March 1996) | | | | |
| | Cl & Title | 915/96 | 7/08/96 | 76 WAIG 3368 |
| | Cl & Title | 940/97 | 14/11/97 | 77 WAIG 3177 |
| (1A. Statement of Principles - November 1997) | | | | |
| | Cl. & Title | 757/98 | 12/06/98 | 78 WAIG 2579 |

**1A. Statement of Principles - June, 1998**

**1B. Minimum Adult Award Wage**

| | | | |
|---|---|---|---|
| Cl. | 654/00 | 01/08/00 | 80 WAIG 3379 |
| Cl. | 752/01 | 01/08/01 | 81 WAIG 1721 |
| Cl. | 797/02 | 01/08/02 | 82 WAIG 1369 |
| Cl. | 569/03 | 5/06/03 | 83 WAIG 1899 & 2534 |
| (9) | 1197/03 | 1/11/03 | 83 WAIG 3537 |
| Cl. | 570/04 | 4/06/04 | 84 WAIG 1521 |
| Cl. | 576/05 | 07/07/05 | 85 WAIG 2089 & 2763 |
| Cl. | 957/05 | 07/07/06 | 86 WAIG 1631 & 2288 |
| Cl. | 1/07 | 01/07/07 | 87 WAIG 1487 & 2199 |
| Cl. | 115/07 | 01/07/08 | 88 WAIG 773 &1413 |
| Cl. | 1/09 | 01/10/09 | 89 WAIG 735 & 1846 |
| Cl. | 2/10 | 01/07/10 | 90 WAIG 568 & 1247 |
| Cl. | 2/11 | 01/07/11 | 91 WAIG 1008 & 1803 |
| Cl. | 2/12 | 01/07/12 | 92 WAIG 1399 |
| Cl. | 1/13 | 01/07/13 | 93 WAIG 1065 |
| Cl. | 1/14 | 01/07/14 | 94 WAIG 1283 |
| Cl. | 1/15 | 01/07/15 | 95 WAIG 1256 |
| Cl. | 1/16 | 01/07/16 | 96 WAIG 1103 |
| Cl. | 1/17 | 01/07/17 | 97 WAIG 1168 |
| Cl. | 1/18 | 01/07/18 | 98 WAIG 263 & 888 |
| Cl | 1/19 | 01/07/19 | 99 WAIG 509 & 1212 |

**2. Arrangement**

| | | | |
|---|---|---|---|
| Ins.22 | 1294/87 | 02/02/88 | 68 WAIG 505 |
| Cl | P116/90(R2) | 25/01/91 | 71 WAIG 1216 |
| Cl. | 1603/91 | 13/11/91 | 71 WAIG 3273 |
| Ins. 1A | 1752/91 | 31/01/92 | 72 WAIG 191 |
| 1A. Title | 1457/93 | 24/12/93 | 74 WAIG 198 |
| 1A. Title | 985/94 | 30/12/94 | 75 WAIG 23 |
| 1A. Title | 1164/95 | 21/03/96 | 76 WAIG 911 |
| 1A. Title | 915/96 | 7/08/96 | 76 WAIG 3368 |
| 1A | 940/97 | 14/11/97 | 77 WAIG 3177 |
| Ins 1B | 940/97 | 14/11/97 | 77 WAIG 3177 |
| 1A. Title | 757/98 | 12/06/98 | 78 WAIG 2579 |

(2A. State Wage Principles – 1989)

| | | | |
|---|---|---|---|
| Ins.cl | P116/90(R2) | 25/01/91 | 71 WAIG 1216 |
| Cl. & title | 1603/91 | 13/11/91 | 71 WAIG 3273 |

**2A. State Wage Principles – June 1991**

**3. Scope**

| | | | |
|---|---|---|---|
| as delivered | A1/82 | 26/07/82 | 62 WAIG 1860 |

**4. Term**

| | | | |
|---|---|---|---|
| as delivered | A1/82 | 26/07/82 | 62 WAIG 1860 |

**5. Contract of Service**

| | | | |
|---|---|---|---|
| as delivered | A1/82 | 26/07/82 | 62 WAIG 1860 |

**6. Hours of Duty**

| | | | |
|---|---|---|---|
| as delivered | A1/82 | 26/07/82 | 62 WAIG 1860 |

**7. Overtime**

| | | | |
|---|---|---|---|
| (1) & (2) | P116/90(R2) | 25/01/91 | 71 WAIG 1216 |

**8. Shift Work**

| | | | |
|---|---|---|---|
| (8)(a) | 384/84 | 06/04/84 | 64 WAIG 934 |
| (8)(a) | 1143/87 | 12/11/86 & 10/03/87 | 67 WAIG 1600 |
| (6),(8)(a) | P70/88 | 26/10/88 | 68 WAIG 2731 |
| (4); (6) & (7) | P116/90(R2) | 25/01/91 | 71 WAIG 1216 |
| (6) | 1603/91 | 13/11/91 | 71 WAIG 3273 |

**9. Salaries and Salary Ranges**

| | | | |
|---|---|---|---|
| Cl | 1486/87 | 19/08/87 | 68 WAIG 785 |
| (2) | C586/88 | 30/05/88 | 68 WAIG 1529 |
| Re-numb. (1) as (1)(a); Ins (b); (2) | P70/88 | 26/10/88 | 68 WAIG 2731 |
| Delete (1) (R) | 1940/89 | 08/09/89 | 69 WAIG 2913 |
| (2) | P21/90® | 23/04/90 | 70 WAIG 1754 |
| Cl | P116/90(R2) | 25/01/91 | 71 WAIG 1216 |
| Cl. | 1603/91 | 13/11/91 | 71 WAIG 3273 |

| | | | |
|---|---|---|---|
| Rates & Ins Text | 940/97 | 14/11/97 | 77 WAIG 3177 |
| Cl. | 654/00 | 01/08/00 | 80 WAIG 3379 |
| Cl. | 752/01 | 01/08/01 | 81 WAIG 1721 |
| Cl. | 797/02 | 01/08/02 | 82 WAIG 1369 |
| Cl. | 569/03 | 5/06/03 | 83 WAIG 1899 & 2534 |
| Cl. | 570/04 | 4/06/04 | 84 WAIG 1521 & 1983 |
| Cl. | 576/05 | 07/07/05 | 85 WAIG 2089 & 2763 |
| Cl. | 957/05 | 07/07/06 | 86 WAIG 1631 & 2288 |
| Cl. | 1/07 | 01/07/07 | 87 WAIG 1487 & 2199 |
| Cl. | 115/07 | 01/07/08 | 88 WAIG 773 &1413 |
| Cl. | 1/09 | 01/10/09 | 89 WAIG 735 & 1846 |
| Cl. | 2/10 | 01/07/10 | 90 WAIG 568 & 1247 |
| Cl. | 2/11 | 01/07/11 | 91 WAIG 1008 & 1803 |
| Cl. | 2/12 | 01/07/12 | 92 WAIG 1399 |
| Cl. | 1/13 | 01/07/13 | 93 WAIG 1065 |
| Cl. | 1/14 | 01/07/14 | 94 WAIG 1283 |
| Cl. | 1/15 | 01/07/15 | 95 WAIG 1256 |
| Cl. | 1/16 | 01/07/16 | 96 WAIG 1103 |
| Cl. | 1/17 | 01/07/17 | 97 WAIG 1168 |
| Cl. | 1/18 | 01/07/18 | 98 WAIG 263 & 888 |
| Cl | 1/19 | 01/07/19 | 99 WAIG 509 & 1212 |

**10. Qualifications**

| | | | |
|---|---|---|---|
| as delivered | A1/82 | 26/07/82 | 62 WAIG 1860 |

**11. Meal Allowance**

| | | | |
|---|---|---|---|
| Cl. | 384/84 | 06/04/84 | 64 WAIG 934 |
| Rates | 1143/87 | 12/11/86 | 67 WAIG 1600 |

**12. Public Holidays**

| | | | |
|---|---|---|---|
| as delivered | A1/82 | 26/07/82 | 62 WAIG 1860 |

**13. Annual Leave**

| | | | |
|---|---|---|---|
| (2)(b); (4)(a) | 384/84 | 31/05/84 | 64 WAIG 934 |
| (7)(a) | 1294/87 | 02/02/88 | 68 WAIG 505 |
| (7)(c) | P13/89 | 23/10/89 | 70 WAIG 337 |

**14. Long Service Leave**

| | | | |
|---|---|---|---|
| (7)(a) text | 565/84 | 21/08/84 | 64 WAIG 1583 |
| (7)(c) | 1294/87 | 02/02/88 | 68 WAIG 505 |

**15. Sick Leave**

| | | | |
|---|---|---|---|
| as delivered | A1/82 | 26/07/82 | 62 WAIG 1860 |

**16. Short Leave**

| | | | |
|---|---|---|---|
| as delivered | A1/82 | 26/07/82 | 62 WAIG 1860 |

**17. Motor Vehicle Allowance**

| | | | |
|---|---|---|---|
| (1) | 1143/87 | 12/11/86 | 67 WAIG 1600 |
| (1) | P116/90(R2) | 25/01/91 | 71 WAIG 1216 |

**18. Removal Allowance**

| | | | |
|---|---|---|---|
| Cl | 1294/87 | 02/02/88 | 68 WAIG 505 |

**19. District Allowance**

| | | | |
|---|---|---|---|
| as delivered | A1/82 | 26/07/82 | 62 WAIG 1860 |

**20. Telephone**

| | | | |
|---|---|---|---|
| as delivered | A1/82 | 26/07/82 | 62 WAIG 1860 |

**21. Uniforms**

| | | | |
|---|---|---|---|
| as delivered | A1/82 | 26/07/82 | 62 WAIG 1860 |

**22. Maternity Leave**

| | | | |
|---|---|---|---|
| Ins.Cl | 1294/87 | 02/02/88 | 68 WAIG 505 |

**23. Avoidance of Disputes Procedure**

| | | | |
|---|---|---|---|
| Ins Cl. | P116/90(R2) | 25/01/91 | 71 WAIG 1216 |
| Cl | 1558/02 | 26/02/03 | 83 WAIG 467 |

Note: Order 1558/02 inserted the title of this clause with the word “CLAUSE” in front of it. Correction order required.

**23A. Consultative Committee**

| | | | |
|---|---|---|---|
| Ins. Cl. | 1603/91 | 13/11/91 | 71 WAIG 3273 |

**24. Performance of Work**

| | | | |
|---|---|---|---|
| Ins. Cl. | 1603/91 | 13/11/91 | 71 WAIG 3273 |

**25. Ongoing Discussions**

| | | | |
|---|---|---|---|
| Ins. Cl. | 1603/91 | 13/11/91 | 71 WAIG 3273 |

**Schedule A**

| | | | |
|---|---|---|---|
| as delivered | A1/82 | 26/07/82 | 62 WAIG 1860 |

(EDIT NOTE: Arrangement Cl. and heading to Cl. 23. differ)

testdjh