



**Flinders Logistics Port  
Adelaide Operations  
Enterprise  
Agreement,  
2023**

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## 1. ABOUT THIS AGREEMENT

### 1.1 Parties Bound

This Agreement is made pursuant to the provisions of the *Fair Work Act 2009* (Cth).

This Agreement shall be binding upon Flinders Logistics Pty Ltd (**the Company/Flinders Logistics**) and employees of the Company that fall within the classifications contained in this Agreement (except those engaged as supervisors) and the Maritime Union of Australia Division of the Construction, Forestry, Maritime, Mining and Energy Union (**the Union/MUA**).

### 1.2 Duration of the Agreement

This Agreement will operate from the date seven days after Fair Work Commission approves it and its nominal expiry date will be 30 September 2024. This Agreement will continue to operate after its nominal expiry date until such time it is replaced by another agreement or terminated.

The parties agree to commence negotiations for a replacement Agreement no later than three (3) months prior to the nominal expiry date of this Agreement.

### 1.3 Relationship to Other Industrial Instruments

The Parties recognise that this Agreement covers employees who would otherwise be covered by the Stevedoring Industry Award 2020. However, where there is conflict, the provisions of this Agreement shall prevail.

### 1.4 Purpose

The provisions of this Agreement are consistent with the regulation of industrial matters by Enterprise Agreements under the *Fair Work Act 2009* (Cth).

This Agreement will be read and interpreted in conjunction with the National Employment Standards (NES). Where there is an inconsistency between the Agreement and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency.

The Company and its employees are bound by this Agreement and required to take responsibility for initiatives designed to achieve ongoing improvements in safety, productivity and efficiency resulting in enhanced performance of the enterprise as reflected in this agreement.

It is also intended that the upon approval of the agreement by the Fair Work Commission, the Maritime Union of Australia Division of the Construction, Forestry, Maritime, Mining and Energy Union will be covered by the agreement.

### 1.5 Values

- Protect the health and safety of employees and others who may be affected by the Company's activities.
- Treat all people with dignity and courtesy.

- Treat all employees the same regardless of race, age, colour, religion and gender.
- Behave ethically at all times.
- Comply with environmental legislation and act in an environmentally responsible manner.

## 1.6 Aims & Objectives

The aims and objectives of this Agreement are to:

- Provide for continuous service improvement through a process of consultation and co-operation to ensure that the Company is able to offer a quality service and compete with other Port Services and logistics providers.
- Ensure stability of service during the term of the Agreement
- Increase employee productivity at all levels through the introduction and development of greater skill levels and flexibility and supported by appropriate training programmes.
- Support the changing nature of industrial and management relations resulting in a consultative culture based on mutual trust, co-operation and a more informed workforce.
- Provide an environment that will maintain a workplace free from industrial disputation.

## 1.7 Consultation

### 1.7.1 Consultation about Change

This Agreement recognises that the management of the Company is obligated to carry out its responsibilities in accordance with its policies and additionally, where such policies relating to production, program, organisation or technology may also affect the rights and interests of its Employees, management is also obligated to consider the rights and interests of its Employees in the implementation of such policies. Accordingly:

### 1.7.2 Duty to Notify

Where the Company is likely to introduce changes in production, program, organisation, structure or technology that are likely to have significant effects on Employees, the Company undertakes to notify the Employees who may be affected by the proposed changes and the relevant Branch Secretary and if necessary, the relevant National Secretary of the Union or Unions who have members affected by the proposed change.

Without limiting the generality thereof, significant effects includes termination of employment, changes in the composition, operation or size of the workforce or in the skills required, the elimination or diminution of job opportunities, promotion opportunities or job tenure, the alteration of hours of work, the need for retraining or relocation or transfer of Employees to other work or locations, the restructuring of jobs, the use of contractors and the legal or operational structure of the business.

### 1.7.3 Company Duty to Discuss Change

The Company undertakes to discuss with the Employees affected and the Union in good faith, inter alia, the introduction of the changes referred to this clause, the effects the changes are likely to have on Employees, measures to avert or mitigate any adverse effects of such changes on Employees and give prompt consideration to matters raised by the Employees and/or the Union in relation to the changes.

The discussion shall commence as early as practicable after the Company has determined it is likely to make the changes as described by this clause. For the purposes of such discussion, the Company undertakes to provide in writing to the Employees concerned and the Union, all appropriate relevant information about the changes including the nature of the proposed changes, the expected effects of the changes on Employees and any other matters likely to affect Employees.

The parties to the Agreement must act in good faith in relation to the consultation and the procedure provided within this Clause.

### 1.7.4 Change to regular roster or ordinary hours of work

- (1) Where the Company proposes to change the employees' regular roster or ordinary hours of work:
  - a) the Company must notify the relevant employees of the proposed change; and
  - b) subclauses (2) to (6) of this clause apply.
- (2) The relevant employees may appoint a representative for the purposes of the procedures in this term.
- (3) If:
  - a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
  - b) the employee or employees advise the employer of the identity of the representative; the Company must recognise the representative.
- (4) As soon as practicable after proposing to introduce the change, the Company must:
  - a) discuss with the relevant employees the introduction of the change; and
  - b) for the purposes of the discussion—provide to the relevant employees:
    - i. all relevant information about the change, including the nature of the change; and
    - ii. information about what the Company reasonably believes will be the effects of the change on the employees; and
    - iii. information about any other matters that the Company reasonably believes are likely to affect the employees; and
  - c) invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
- (5) However, the Company is not required to disclose confidential or commercially sensitive information to the relevant employees.
- (6) The Company must give prompt and genuine consideration to matters raised about the change by the relevant employees.

(7) In this term:

**relevant employees** means the employees who may be affected by a change referred to in subclause (1).

#### 1.7.5 Implementation of Change

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

#### 1.7.6 Status Quo

Where subject to the provisions of this Clause, the Company makes the final decision to implement change in the workplace and the Union disagree with that decision, subject to there being no stoppage of work as a result of the decision of the Company, the Union may refer the matter in dispute to the Fair Work Commission for conciliation and/or arbitration if necessary. While the matter is being referred and heard by the Fair Work Commission the status quo will remain.

#### 1.8 Labour Reviews

Subject to the rights and discretion of Management being maintained and as envisaged in the Agreement, the parties will conduct an annual formal review of the application of the Agreement including how/why the company should maintain or adjust the size and composition of its workforce.

#### 1.9 Flexibility

The Company and one of its Employees covered by this Enterprise Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the Agreement if:

- (a) the Agreement deals with when work is performed;
- (b) the arrangement meets the genuine needs of the Company and Employee in relation to the matter mentioned in paragraph (a); and
- (c) the arrangement is genuinely agreed to by the Company and Employee.

The Company must ensure that the terms of the individual flexibility arrangement:

- (a) are about permitted matters under section 172 of the *Fair Work Act 2009* (Cth); and
- (b) are not unlawful terms under section 194 of the *Fair Work Act 2009* (Cth); and
- (c) result in the Employee being better off overall than the Employee would be if no arrangement was made.

The Company must ensure that the individual flexibility arrangement:

- (a) is in writing; and
- (b) includes the name of the Company and Employee; and
- (c) is signed by the Company and Employee and if the Employee is under 18 years of age, signed by a parent or guardian of the Employee; and
- (d) includes details of:
  - (i) the terms of the Enterprise Agreement that will be varied by the arrangement;
  - (ii) how the arrangement will vary the effect of the terms;
  - (i) how the Employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
- (e) states the day on which the arrangement commences.

The Company must give the Employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.

The Company or the Employee may terminate the individual flexibility arrangement:

- (a) by giving 28 days' written notice to the other party to the arrangement; or
- (b) if the Company and Employee agree in writing — at any time.

### 1.10 Grievance and Dispute Settling Procedures

In the event of any matter, breach and / or dispute arising under this Agreement, and / or in relation to the interpretation or application of this Agreement or the National Employment Standards, or any matter arising in the course of employment, the following procedure will apply.

**Step 1:** The matter will in the first instance be discussed between the Employee/s and the immediate Supervisor involved and if requested by the employee, the delegate or employee representative.

**If the matter remains unresolved;**

**Step 2:** It will be referred for discussion between the Union delegates or employee representative and the local supervisor unless they have been involved in Step 1, then it will be referred to step 3.

**If the matter remains unresolved;**

**Step 3:** It will be referred for discussion between the appropriate State Union Branch Official or employee representative and the Group IR Manager (or delegate) along with the next level Flinders Logistics Management and the state Union official.

**If the matter remains unresolved;**



**Step 4:** It will then be referred to the General Manager of Flinders Logistics (or delegate) and General Manager People & Brand (or delegate) (Flinders Port Holdings) and the state Union official and if necessary the National Secretary.

**If the matter remains unresolved;**

**Step 5:** In the event that the preceding steps have failed to resolve the matter and/or dispute, any person bound/covered by this Agreement may refer the dispute to the Fair Work Commission for conciliation and / or arbitration pursuant to Section 739 and Section 595 of the *Fair Work Act 2009* (Cth).

It is the intention of the parties that in fulfilment of this Clause, the Fair Work Commission shall exercise any of its powers and functions including but not limited to those normally associated with conciliation and private arbitration and section 739(4). Accordingly, the parties expressly confer upon the Fair Work Commission, a full range of powers and functions necessary to resolve the matter or matters in dispute or in breach.

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

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

By agreement between the parties bound/covered by this Agreement any or all of the above steps may be bypassed in the interest of speedy resolution of the dispute and / or matter. In any event, if the dispute has not been resolved within 10 days of the conclusion of Step 1 either party may initiate Step 5.

Work will continue to proceed under the conditions and arrangements prevailing before the dispute arose. Where those conditions cannot be restored, then work will continue in accordance with the reasonable and lawful direction of the Company and in accordance with the Employee's skills, competence, training and safe work practices.

Employees and their representatives who are directly involved in the matter will be released from normal duties without loss of pay to assist in case preparation and to attend any proceedings.

Both parties to a dispute are entitled to be represented throughout the dispute at all steps. The parties to this dispute and their representatives must act in good faith in relation to the resolution of the dispute and the above dispute resolution procedure.

### 1.11 No Extra Claims Commitment

It is agreed that up to the nominal expiry date of the Agreement no party shall make any additional claims.

With reference to any grievances that may occur as a result of extra claims above, the parties agree to follow the Grievance and Dispute Settling Procedure outlined in 1.10 of this Agreement.

## 2. GENERAL PROVISIONS

### 2.1 Salary Adjustments

This Agreement provides for the adjustment of salaries for all Employees covered by this Agreement.

The wage and salary adjustments are based on the recognition of all productivity and efficiency gains predicted for the period of this Agreement and the continued commitment of all parties to serious and genuine Enterprise Bargaining within the Enterprise including the implementation of the agreed agenda items contained in this agreement.

The salary and wage increases will be as follows:

On the first full pay period from 1 July 2022	On the first full pay period from 1 July 2023	On the first full pay period from 1 July 2024
4.7%	7.9%	Adelaide Consumer Price Index for the March Quarter 2023 to March Quarter 2024

### 2.2 Superannuation

The Company will pay permanent employees 12.5% of superable earnings including annualised salaries, (pro-rata for part-time employees) as an employer contribution to the employee's nominated and compliant superannuation fund.

If the employee does not nominate a preferred fund, the default fund will be Maritime Super or any successor fund.

Superable earnings for permanent staff are defined as base salaries inclusive of any packaged overtime. Ad hoc additional overtime is not included as part of superable earnings. Allowances identified as being paid for "all purposes" are also superable earnings for this purpose of this clause.

For permanent part time employees on a guaranteed wage, superable earnings are all hours worked.

A choice of superannuation funds for employer-sponsored contributions is available to employees.

Contributions will only be paid into a complying superannuation fund.

Any legislated increase to the Superannuation Guarantee will be absorbed in the additional contribution made by the Company.

#### Contributions for Casual Employees

Casual employees will be entitled to superannuation contributions of **11.25% or 0.25%** above the superannuation guarantee rate, (whichever is higher) on earnings for hours worked.

### 2.3 Salary Packaging

Subject to Flinders Port Group Policy requirements on Salary Sacrifice and complying with Australian Taxation Office (**ATO**) rulings, salary-packaging options may be arranged at the written request of the employee. All liability for fringe benefits tax is the responsibility of the employee. The employer superannuation contribution will be based on the salary that would have been payable had the employee not entered into a salary packaging agreement.

### 2.4 Paid Union Meetings

Employees will be entitled to attend two (2) paid Union Information Meetings, without loss of pay if they are at work and in normal time, off site each year for a meeting period of up to four (4) hours per Union Information Meeting.

The union(s) calling the Union Information Meeting must give 7 days' notice in writing of this meeting to the Company, identifying which personnel are required to attend, so that the impact of the Union Information Meeting on operations can be considered and managed.

The Company will allow Employees to attend a Union Information Meeting provided that the meeting will not cause any disruption to shipping operations.

#### Definitions

- (a) A '**Union Information Meeting**' is a meeting organised and run by officials from the Maritime Union of Australia;
- (b) '**off site**' means a location other than on the Company's premises; and
- (c) '**meeting period**' means the time from which Employees stop work for the purpose of leaving Company premises to attend a Union Information Meeting to the time at which Employees recommence work after attending a Union Information Meeting.

### 2.5 Trade Union Training Leave

Paid leave may be granted up to a maximum of 5 working days in any financial year, two employees at any one time may attend short trade union training courses or seminars conducted by or with the support of the Australian Council of Trade Unions, on the following conditions:

- That operating requirements permit the granting of leave.
- That the scope, content and level of the short courses are such as to contribute to a better understanding of employee relations and be of benefit to the Company as a whole.
- Leave granted for trade union training will count as service for all purposes.
- Reasonable expenses associated with attendance at such courses or seminars will be met by the employee concerned but leave may include travelling time necessarily required during working hours to attend such courses or seminars.
- Applications for leave must be accompanied by a statement from the union that it has nominated the employee concerned for such courses or seminars and supports the application.
- Leave of absence in excess of five days and up to ten days may be granted in any one calendar year provided that the total leave being granted in that year and in the subsequent year does not exceed ten days.

- Leave of absence will be granted at the employee's normal rate of pay.
- Where a holiday or rostered day off falls during the duration of the course, a day off in lieu of that day will not be granted.
- Casual employees who do not have designated regular hours of work, will be paid at their normal rate of pay for the hours attending the training.

## 2.6 Income Protection

The Company will provide assistance to permanent employees suffering from a long-term personal illness/personal accidental injury by granting income protection for a period of up to 2 years, or attaining the 65 years of age, whichever occurs first, at the rate of 75% of their salary.

This does not relate to injuries where workers' compensation is payable in which case workers' compensation payments would apply under the State Legislation.

The Company will operate this scheme in line with insurance industry standards requirements. Employees should consult the HR department to obtain all terms and conditions of the policy prior to making a claim.

This provision is available only when the employee has exhausted all personal (sick) leave entitlements.

In addition to the policy terms and conditions which are contained in the Leave Policy, income protection shall not apply to any event directly caused by or resulting from:

- Employee being an aircraft pilot or crew member of any aircraft or the employee being engaged in any aerial activity except as a passenger in a properly licensed aircraft or helicopter.
- Intentional self-inflicted injury, suicide or attempt thereof.
- Reckless behaviour, such as bungee jumping, skydiving, use of pyrotechnics etc.
- Injuries or illness resulting from failure to follow medical advice, for example failure to manage a medical condition or failure to avoid activities that could aggravate existing injuries.
- Pregnancy or childbirth other than complications arising there from.
- Elective surgery not arising from accidental injury sustained in the period 120 days prior to the claim being made.
- A pre-existing workers compensation injury/illness.
- Any professional sporting activities.
- A criminal act committed by the employee.
- Any other act deemed by the Chief Executive Officer to not fall within the spirit of this clause.

Employee claims under this policy will be limited to a maximum total of 2 years for all claims.

- (1) This does not apply to any pre-existing illness or injury the employee had prior to commencing employment with the company.
- (2) Salary is determined as the employee's usual salary and an average of any overtime/additional allowances paid for all purposes for the 12 months prior to making the claim

- (3) Income protection does not apply to elective surgery that is non-urgent, for a condition causing minimal or no pain, dysfunction or disability, which is unlikely to deteriorate quickly and which does not have the potential to become an emergency (SA Dept. of Health Category 3 Elective Surgery) and the employee is able to return to work in a period less than three months from the day of the procedure.

### 3. DIRECTION OF EMPLOYEES

The Company may direct an employee to carry out such duties as are within the limits of the employee's skills, competence and training provided that the duties are not designed to promote deskilling and use such tools and equipment as may be required provided that the employee has been properly trained in the use of such tools and equipment.

Any duties undertaken will be consistent with the Company's responsibility to provide a safe and healthy working environment, as required under the *Work Health and Safety Act 2012* (SA).

### 4. TERMINATION OF EMPLOYMENT

#### 4.1 Notice of termination by the Company

In order to terminate the employment of a full-time or regular part-time employee, the Company shall give to the employee the period of notice specified in the table below:

Period of continuous service	Period of notice
1 year or less	1 week
Over 1 year and up to the completion of 3 years	2 weeks
Over 3 years and up to the completion of 5 years	3 weeks
Over 5 years of completed service	4 weeks

In addition to this notice, employees over 45 years of age at the time of the giving of the notice with not less than two years continuous service, are entitled to an additional weeks' notice.

Payment in lieu of the notice will be made if the appropriate notice period is not required to be worked. Employment may be terminated by the employee working part of the required period of notice and by the Company making payment for the remainder of the period of notice.

In calculating any payment in lieu of notice, the wages an employee would have received in respect of the ordinary time they would have worked during the period of notice had their employment not been terminated will be used.

The period of notice in this clause, shall not apply in the case of dismissal for serious misconduct or in the case of casual employees, apprentices or employees engaged for a specific period of time or for a specific task or tasks.

#### 4.2 Notice of termination by an Employee

The notice of termination required to be given by an employee is the same as that required of the Company, save that there is no requirement on the employee to give additional notice based on the age of the employee concerned.

If an employee fails to give all or part of the required notice period, the Company has the right to withhold payment in respect of the period for which the employee has not given notice.

#### 4.3 Time off during notice period

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

## 5. REDUNDANCY

### 5.1 Redundancy Methodology

Where redundancy is to be applied in respect of the Permanent Full time or Permanent Part time Employees of the Company covered by this enterprise agreement (Permanent Workforce) in accordance with the provisions of this agreement, the following methodology shall apply. The over-riding purpose of the parties in dealing with redundancies is to mitigate against redundancies to the maximum extent possible.

The Parties will seek to reach agreement on a defined timeline associated with the redundancy process. If necessary, the Parties will agree to enter into conciliation at the Fair Work Commission if there is a dispute in relation to the application of the redundancy process.

### 5.2 Application

This clause shall apply to the Permanent Workforce. Casual Employees do not have any form of redundancy entitlement.

### 5.3 Consultation

In circumstances where the Company has a need to introduce change that may result in redundancies within its Permanent Workforce, it shall consult the Union and Employees, in accordance with clause 1.7 (Consultation) of this Agreement.

### 5.4 Redeployment

In the first instance, if positions are determined to be surplus, the Company shall consider redeployment.

Discussions shall be held to determine the availability of alternative employment within the Flinders Ports Group. A review of the employee's skill set and suitability to fill possible vacancies will take place. The purpose of this is to reduce or eliminate the need for redundancies. In particular:

- i. The Company will facilitate discussions between business units when it comes to requests from employees that wish to transfer within the Flinders Ports Group where a vacancy may exist that the employee is eligible to apply for. The receiving business will include and genuinely consider the employee or employees in the recruitment and selection process.

- ii. The Company may consider re-training for employees who apply for vacant roles within the Flinders Ports Group where there is a possibility of upskilling to meet business needs. This may involve skills testing/gap analysis and other processes to determine suitability to any vacant roles and would be part of the recruitment selection process.
- iii. The Company agrees that an Employee transferring between Flinders Ports Group businesses as a result of redeployment retain their accrued leave entitlements and length of service.

## 5.5 Declaration of Redundancy

After undertaking the redeployment process set out above, if one or more employees are not redeployed, the Company shall make a final declaration of redundancy together with details of the number of surplus Employees, skills and affected areas and shall make this available to the Union and affected Employees.

The Company shall then seek voluntary redundancies in accordance with 5.6 below and, if necessary, will then engage in compulsory redundancies in accordance with 5.7 below.

## 5.6 Voluntary Redundancy

In the instance where there is one redundant position and one incumbent affected, the company shall first seek voluntary expression of interest for the redundancy from the incumbent (if there is only one incumbent in the role). If the incumbent wishes to accept voluntary redundancy, further expressions of interest will not be sought. If the incumbent does not wish to take a voluntary redundancy package, then the expressions of interest process below will occur.

Expressions of interest in Voluntary Redundancy shall be called for in the affected category of employment after the process above has been exhausted. The 'Categories are defined in clause 6 of this Agreement.

Calling for expressions of interest is intended to enable the parties to ascertain the extent of the number of Employees who are willing to accept a voluntary redundancy. At this stage the EOI is non-binding.

Expressions of interest for voluntary redundancies shall be requested as far from the date of the required redundancy as is practicable.

An employee expressing an interest in redundancy, or whose position is to be made redundant (an affected employee) will be provided with an Estimated Redundancy Calculation. The Estimated Calculation will include all accrued leave entitlements, estimated tax applicable (based on employee's current tax scale) including Company superannuation contributions due based on the estimated calculation.

A final date for binding expressions of interest shall be agreed between the parties on the basis that there is no unreasonable delay. Affected employees shall be provided reasonable time to gather and consider the information and advice provided.

Notwithstanding the other provisions of this agreement, the Company is not required to accept applications from Employees for voluntary redundancy where the Company needs to retain them on the basis of their specific skills or proficiency. If the number of Employees who seek a voluntary redundancy is in excess of the number required, the Company agrees priority for redundancy is given to employees with the greatest length of service.

Voluntary redundancies will then be confirmed.

## 5.7 **Compulsory Redundancy**

Following the conclusion of the above process, if there is still a surplus number of employees, further (compulsory) redundancies will be based on a last on first off basis. Employees will have their redundancy confirmed as soon as possible from this point.

## 5.8 **When Payments do not apply**

Despite any other provision in this Agreement the Company shall not be liable to make any termination payments (including any payment in lieu of notice) or redundancy payment in accordance with section 122 of the *Fair Work Act 2009 (Cth)*.

## 5.9 **Redundancy and Relocation Payments**

Where the employment of an Employee is terminated on the grounds of redundancy, notice of termination arrangements, including any payments in lieu of notice shall be in accordance with this Agreement. An employee, having had their redundancy confirmed, who commences employment with another company prior to the termination date, shall receive their redundancy entitlement in full.

### 5.9.1 **Redundancy payments shall be calculated on the following basis:**

(a) In respect of employees who have completed at least two (2) years' continuous service, three (3) weeks' pay for each completed year of continuous service, or part thereof, to a maximum payment, excluding payment in lieu of notice, of twenty-five (25) weeks' pay;

(b) In respect of employees who have completed at least one (1) year of continuous service but less than two (2) years of continuous service, four (4) weeks' pay excluding payment in lieu of notice.

In circumstances where an Employee's position is made redundant and the affected employee applies and is accepted for a position in another port or other Flinders Port Holdings group business, the employee shall be entitled to the following Relocation Package which shall be provided to assist the employee in resettlement:

- a) The Company shall pay to the Employee a daily travelling allowance of \$27.93 for up to 3 days for the purpose of resettlement. In addition, a daily allowance of \$19.16 will be paid for each dependent of the Employee for up to 3 days for the purposes of resettlement.
- b) Where employee's resettlement is outside of the metropolitan area the Company will provide relocation assistance in accordance with Company Policy and/or Guidelines.
- c) The Company shall pay a Fixed Relocation Allowance of \$6000.00 as a one-off payment to assist with resettlement expenses.



- d) The amounts contained in above will be reviewed and increased annually in line with Adelaide CPI using the 12 months ending in the March quarter.

For these purposes:

**"Weeks' Pay"** means:

For a Full time Employee: the Employee's annual salary at the date of termination as prescribed by the Agreement, divided by 52.

For a Permanent Part time Employee: The weekly average salary for the purpose of redundancy shall be determined by dividing the Annual amount of worked hours from the previous 12 months by 52, the average hours will be paid at the LPP 2 rate.

For a Graduated Retirement Employee, the agreed annual salary divided by 52.

When determining the length of continuous service for the purposes of calculating redundancy payments under this clause Employees service shall be regarded as all prior continuous service with the Company as a Casual, Permanent Part time or Permanent full time.

## 6. EMPLOYEE TYPES

### 6.1 Operations

#### 6.1.1 Operations Permanent Full Time

Permanent full-time employees may be engaged on the basis that they work a minimum or average 36.5 hours per week.

##### 6.1.1.1 Operational permanent employees (non-supervisory) – LPO Classifications

Operational Permanents' hours shall be based on a 36.5 hour week. Thus annualised hours for each year shall be 1898 (52 weeks x 36.5 hours).

These hours are inclusive of annual leave. (i.e. 1715.5 hours worked and 5 weeks leave)

Annual leave shall be deducted at 7.3 hours for each days leave taken.

All hours worked shall be deducted from the annual hours, at a rate of one hour for each hour worked, and 7.3 hours for each day of annual leave until 1898 hours are reached. (i.e. penalty rates and overtime do not apply, though minimum hours as covered by this document will apply).

Salaries for Operational Permanents are in full and final settlement of all award and non-award allowances, leave loadings, public holiday rates, shift premiums and meal monies.

After the end of the financial year, employees in this category who exceed their annualised hours, will be paid an overtime rate, which is derived from the hourly rate of the equivalent LPP classification level.

- Hours worked Monday to Saturday shall be paid at double this rate.
- Hours worked on Sunday shall be paid at double and one half of this rate.

## 6.1.2 Permanent Part Time

### 6.1.2.1 Operational Permanent Part Time Guaranteed Wage Employees

Permanent part time employees may be engaged to work in logistics as guaranteed wage employees for operational purposes.

Conditions of employment are as follows:

- Employed at the LPP-2 rate.
- Shall be available for totally irregular shifts.
- Must be reasonably available to meet guarantee and business requirements.
- Shall receive a fortnightly guarantee payment at the LPP-2 rate, which is inclusive of leave loading at 27.5%.
- Will receive the minimum fortnightly guarantee payment or their actual earnings each fortnight, whichever is the greater. If the actual earnings do not meet the guarantee minimum in any fortnight, that amount will be deducted from actual earning in the next pay period, subject to earnings being in excess of the minimum.
- Where engaged in work of a higher grade, the employee shall be paid the rate for the higher grade.
- The minimum guarantee will not apply whilst an employee is in receipt of workers compensation payments.
- Payment for time worked including higher duties, shift premiums, holiday premiums, and overtime work shall be off set against the employees guaranteed payment.
- Quarterly, the total actual average fortnightly earnings will be reconciled against the guarantee to ensure the guarantee level of work has been achieved. In the event the guarantee has not been met, the fortnightly guarantee will be reviewed and reduced to reflect actual earnings for the prior 12-week period. If the guarantee has been exceeded and the amount of work is expected to continue, management at their discretion, may consider increasing the fortnightly guarantee to better reflect expected earnings.
- At the end of each financial year, the hours required to be worked under this clause will recommence and any unused hours will not be carried over.
- Annual leave based on every hour **worked** accruing 0.106383 hours to a maximum of 182.5 hours leave per year (5 weeks/25 days).
- Personal leave accrued at the rate of 0.05106 per hour worked to a maximum of 87.6 hours leave per year.
- 5 days' leave is required to take a full week off.
- Leave is deducted at 7.3 hours for 1 day and paid at the LPP-2 hourly rate for each hour of leave taken.
- Allocation points will be added at 6.0 points for each day of leave taken.
  - This is for equity of allocation purposes and not related to leave accruals. The current allocation points are obtained from the fortnightly guarantee being divided by 10 and will change if the guarantee is altered.

At the implementation of this Agreement Permanent Part Time employees will receive a fortnightly guarantee of 60 paid hours. As per this clause 6.1.2.1, this is subject to quarterly review over the life of this agreement.

### 6.1.3 Casual Employees

Casual employees (LCE classifications) are those who are engaged and paid as such. They are employed to supplement permanent full time and part time labour. They will be recruited and trained in accordance with business requirements.

Casual staff will be available for totally irregular allocation of shifts.

## 6.2 Engineering

### 6.2.1 Engineering Permanent Full Time

Engineering Permanent full-time employees may be engaged on the basis that they work an average of 38 hours per week plus one (1) 4-hour callout.

#### 6.2.1.1 Engineering permanent employees (non-supervisory) – LPO Classifications

Engineering non-supervisory permanents hours shall be based on a 38-hour week. Thus, annualised hours for each year shall be 1976 (52 weeks x 38 Hrs per week) plus 208 callout hours per annum in minimum 4 hour blocks.

These hours are exclusive of annual leave (i.e.1786 hours worked and 5 weeks leave).

Annual leave shall be deducted at 7.6 hours for each day's leave taken and 0.8 hours of callout hours obligation.

Engineering non-supervisory permanents will be entitled to Time off in Lieu (TOIL) when their accumulated hours are more than is required at that point of time, on a pro-rata basis.

After the end of each financial year or at an agreed lesser period dependent on role, employees can elect to have TOIL paid to them. All excess hours will be paid at their currently hourly rate. This is calculated by dividing their weekly wage by 42.

Engineering Permanent employees will be available for totally irregular allocation of shifts.

### 6.2.2 Engineering Permanent Part Time

#### 6.2.2.1 Engineering Permanent Part Time Guaranteed Wage Employees

Engineering permanent part time employees may be engaged to work in logistics as guaranteed wage employees for engineering purposes.

Conditions of employment are as follows:

- Employed at the LPP-2 rate.

- Shall be available for totally irregular shifts.
- Must be reasonably available to meet guarantee and business requirements.
- Shall receive a fortnightly guarantee payment at the LPP-2 rate, which is inclusive of leave loading at 27.5%.
- Will receive the minimum fortnightly guarantee payment or their actual earnings each fortnight, whichever is the greater. If the actual earnings do not meet the guarantee minimum in any fortnight, that amount will be deducted from actual earning in the next pay period, subject to earnings being in excess of the minimum.
- Where engaged in work of a higher grade, the employee shall be paid the rate for the higher grade.
- The minimum guarantee will not apply whilst an employee is in receipt of workers compensation payments.
- Payment for time worked including higher duties, shift premiums, holiday premiums, and overtime work shall be off-set against the employees guaranteed payment.
- Quarterly, the total actual average fortnightly earnings will be reconciled against the guarantee to ensure the guarantee level of work has been achieved. In the event the guarantee has not been met, the fortnightly guarantee will be reviewed and reduced to reflect actual earnings for the prior 12-week period. If the guarantee has been exceeded and the amount of work is expected to continue, management at their discretion, may consider increasing the fortnightly guarantee to better reflect expected earnings.
- At the end of each financial year, the hours required to be worked under this clause will recommence and any unused hours will not be carried over.
- Annual leave based on every hour **worked** accruing 0.106383 hours to a maximum of 190 hours leave per year (5 weeks/25 days).
- Personal leave accrued at the rate of 0.05106 per hour worked to a maximum of 91.2 hours leave per year (being 12 days personal leave).
- 5 days' leave is required to take a full week off.
- Leave is deducted at 7.6 hours for 1 day and paid at the LPP-2 hourly rate for each hour of leave taken.

Permanent part time employees will be available for totally irregular allocation of shifts.

### 6.2.3 Engineering Casual Employees

Engineering casual employees (LCE classifications) are engaged and paid as such. They are employed to supplement permanent full time and part time labour. They will be recruited and trained in accordance with business requirements.

Casual staff will be available for totally irregular allocation of shifts.

## 7. OPERATIONAL MATTERS

### 7.1 Introduction

The Company is involved in delivering logistics solutions to clients that involve receipt of cargo by rail, road or sea, and then loading or unloading cargo from rail, road or sea using specifically designed logistics solutions. These are currently focused upon bulk products but are not limited to this scope into the future.

These solutions can be delivered using a combination of internal labour and service providers or inter hire where appropriate.

This involves operation of a yard and stevedoring function.

The following describes the arrangements for Flinders Logistics employees who work in this operation:

### 7.2 Definitions

#### 7.2.1 Walk Up Start

A walk up start is defined as when an employee reports for work but is sent home before commencing any work.

#### 7.2.2 Person in Charge

This is the person in charge for the purposes of Marine Orders and is also the Shift Supervisor for Flinders Logistics.

#### 7.2.3 Casual Loading

A 25% casual loading applies to casual employees.

For employees carrying out yard operations functions, 25% casual loading is applied to all hours worked but not to overtime and penalties paid.

For employees carrying out stevedoring functions, casual loading is applied to all earnings.

### 7.3 Allocation of Labour

- All employees will be allocated on the job, or best endeavours to be made to complete allocation by 16:00 the day prior, or by 16:00 Friday for the weekend.
- Flinders Logistics will notify employees by SMS.
- If possible, the shift duration will also be notified at the time of allocation. The duration of this shift shall be the minimum payment unless Clause 7.5 Cancellations of Weekday Allocations or Cancellation of Weekend and Public Holiday Allocations are applicable. i.e. if a 12 hour shift is ordered and a vessel completes 9 hours into the shift, the 12 hours payment shall apply.

- To replace an employee not reporting for duty, or an increase in employee requirements, Flinders Logistics shall be able to call another employee, to ensure adequate staff are available for the task being performed.
- Work shall continue while positions are being filled, as long as it is safe to do so.

#### 7.4 Equity of Allocation

Over a twelve-month period, Flinders Logistics will attempt to provide employees of equal skill, performance, availability and competence, whom perform similar duties, equity in shift allocation and access to overtime.

Where internal labour is to be used for work, preference of allocation of that internal labour will be given to those employees of Flinders Logistics who make Flinders Logistics their primary place of work. Such allocation will also take into account the qualifiers listed above.

To ensure transparent allocations of employee a points system will be used to allocate employees with the same skills to a task.

- i. 1 point shall be added to an employee's points total for each hour paid.
- ii. Permanent Part Time employees shall be allocated before casual employees subject to skills and availability until they reach a total of 48 fortnightly points (Subject to quarterly review provision in 6.1.2.1)
- iii. Employees whom have made themselves unavailable and would have been allocated to a shift during that unavailability shall attract the points for that shift.
- iv. Employees with the lowest fortnightly points shall be allocated first subject to having the skills to undertake the task and dot point (ii).
- v. If two or more employees of similar skills are on the same fortnightly points, yearly pro-rata points will then apply.

This data may be made available if requested by an elected workplace representative.

At the implementation of this Agreement, permanent part time employees will receive preference for work over casual employees until they reach a fortnightly tally of 48 paid hours, (or 48 hours plus any hours owed from the previous fortnight) as per the equity of allocation clause and subject to the skills, operational and training requirements of the business.

After which, all work will be shared fairly amongst all permanent part time and casual employees as per the equity of allocation clause. Skills, operational and training requirements of the business will continue to apply as a basis of decision making for allocations.

This is also subject to the quarterly review clause (6.1.2)

#### 7.5 Cancellations

Cancellations attract 4 hours payment as set out below.

Full time Permanent employees receive 4 hours deducted from their annual hours bank.

Permanent part time and casual employees receive 4 hours at the Grade 2 rate of their classification.

#### 7.6 4-Hour Minimums

Can be used for:

- training and meetings;
- walk up starts;
- trimming of bulk cargo;
- cleaning of hatches after cargo operations have completed;
- Yard and rail operations;
- Allocations;
- Wash down or clean down of berth, conveyors, hoppers or other required equipment;
- Weighbridge set up;
- Rig tenders;
- Vessel set up (not loading /unloading).

and will be notified at the time of allocation.

If the work is considered stevedoring and it exceeds 4 hours, a minimum of 8 hours shall be paid at the appropriate rate.

This clause is not enforceable if working on interstate / intrastate transfer.

## 7.7 Shifts

<b>Day</b>	Commencing between 05:00 to 11:59
<b>Evening</b>	Commencing between 12:00 to 18:59
<b>Night</b>	Commencing between 19:00 to 01:00

Nominal shifts - 12 hour shifts – 0700 (Day) /1900 (Night)

Nominal shifts – 8 hour shifts – 0700 (Day) / 1500 (evening) / 2300 (Night)

All shifts can be extended from 8 up to 12 hours, though the latest finish time for a night shift shall be 07:00 unless, there is a requirement to finish a ship, and then it can be extended to 09:00 (but cannot be longer than 12 hours).

When working only 2 x 12hr shifts in a day, there will only be a day and night shift, i.e. if a 12 hour shift is allocated for a 17:00 start it will be considered to be night shift, not evening. This clause is not valid for normal 8hr shifts that are extended to finish a vessel.

It is the intention of the Company to move towards 8 hour shifts for ship loading if and when there is enough business to warrant this move. For this purpose, both 12 hour and 8 hour shift payments are provided in this document for employee reference.

The company will endeavour to return to nominal shift starting times as soon as practicable when an employee commences outside of those times.

## 7.8 Shift Breaks

### 7.8.1 Stevedoring Functions:

<b>Shift Length</b>	<b>Breaks</b>
4 hours or less	No rest period
More than 4 hours to 9 hours	1 or two rest break for a total of 45 minutes

More than 9 hours to 12 hours 1 additional rest break of 30 minutes.

A minimum of 10 hours break will apply between shifts worked. Breaks will be notified at the toolbox meeting, at the beginning of each shift.

### 7.8.2 Yard Functions:

<b>Shift Length</b>	<b>Breaks</b>
4 hours	No rest period
5 hours to 8 hours	1 rest break 30 minutes unpaid and 1 rest break 15 minutes paid
Between 8- 10 hours	No additional rest break
More than 10 hours to 12 hours	1 additional rest break of 30 minutes paid

A minimum of 10 hours break will apply between shifts worked. Breaks will be notified at the toolbox meeting, at the beginning of each shift.

### 7.9 Shift Extensions

A minimum shift for the purpose of ship loading is 8 hours.

A shift extension may apply where an employee is ordered to work an 8-hour shift.

#### 7.9.1 Extending an 8 Hour Shift

- If a shift extension is called at the time of allocation, all employees are expected to work this shift (for example when an employee is ordered to work a 12-hour shift at the time of allocation)
- If extensions are required on shift, they will be notified by the end of the fourth hour of the shift.
- The length of this extension will be called by the Person in Charge.
- The length of a shift extension may be increased if unforeseen circumstances arise, e.g. mechanical breakdown of shore or ship equipment, difficulties working the product, adverse weather.
- If Flinders Logistics believes there is a possibility of an extension on shift, every attempt will be made to notify employees of this at the toolbox meeting. The Company requires an extension to be filled to ensure clients can be serviced.

#### 7.9.2 Cancellation of Shift Extensions

- An extension may be cancelled providing notice is given 1 hour prior to the end of the normal shift finishing time. An additional 1-hour payment shall be made for this cancellation.
- A shift extension may be cancelled within the last hour, where unforeseen mechanical or technical issues, outside of Flinders Logistics control, do not allow that extension to work. This will attract an additional 1 hours' payment for this cancellation.



## 7.10 Preparatory Work

Team Leaders, Foremen and Clerks may be required to work up to 30 mins preparatory or closing work and shall be paid the applicable overtimes rates for this time.

## 7.11 Voluntary Days

These voluntary days are applicable to stevedoring operations only (rail operations must remain unimpeded).

The following will be recognised as Voluntary Days:

- Melbourne Cup Day;
- Good Friday;
- Anzac Day; and
- Labour Day.

Nothing prevents an employee from declining or volunteering to work these days, but no employee will be forced to work against their will, unless insufficient employees with necessary skills fail to volunteer. If an employee fails to make themselves unavailable, they may be required for allocation subject skills/labour requirements.

Employees will not be compelled to work on the following days however the company may call for volunteers:

- 15:00 on 24 December to 07:00 on the 26 December
- 15:00 on 31 December until 07:00 1 January.

## 7.12 Job Classifications

### 7.12.1 LPP Classification

This is a classification for Logistics Permanent Part Time employees on a guaranteed wage.

### 7.12.2 LPO Classification

This is a classification for Logistics Permanent Operations employees in a non-supervisory capacity.

### 7.12.3 LCE Classification

This classification is for Logistics Casual Employees.

For this document LPP, LPO and LCE and Stevedoring Industry Award (SIA) grades will be considered to be the same, i.e. if duties are SIA grade 4, payment will be at the LPP, LPO or LCE 4 (except where specifically described within clause 7.12.5 and clause 7.12.6 of this Agreement).

Employees are classified as working within a particular function and based on that function, a function classification and rate of pay apply.

An employee will be paid at the highest function classification for the whole shift for which they have performed two hours or more of work. This is based on the premise that if an employee performs a higher function for more than two hours on a shift/day, they are paid the higher

function for the whole shift/day. The work may not necessarily have to be performed consecutively to apply as long as the total work at the higher function is more than two hours for the shift/day.

The following functions have been determined and classified as follows:

#### 7.12.4 Stevedoring Operations

Stevedoring operations are defined as those performing the following functions when ship loading.

##### Stevedoring Function Classifications:

- General duties - – LPP / LPO / LCE 2
- Tag line operator – LPP / LPO / LCE 2
- Tug and trailer operator – LPP/, LPO / LCE- 2
- Bobcat operator - LPP / LPO / LCE 2
- Excavator/front end loader operator - LPP / LPO / LCE 3
- Forklift operator (on Quay)– LPP/LPO / LCE 3
- Crane operator – LPP / LPO / LCE 4
- Reach stacker operator (on Quay) – LPP / LPO / LCE 4
- Hatch person – LPP / LPO / LCE 4
- Trainer – LPP / LPO / LCE 6
- Team Leader – LPP/ LPO / LCE 6
- Hopper operator LPP/LPO/LCE 2
- Weigh bridge / Hopper LPP/LPO/LCE 3
- Supervisor of Ship Operations – LPP / LPO / LCE-6 + Person in Charge allowance
  - As defined in Marine Orders Part 32 – Person in Charge

#### 7.12.5 Yard Operations

Yard operations can be performed for three main purposes:

- To receive cargo and prepare the yard for ship operations and general yard housekeeping duties;
- Rail unloading/loading activities; and
- Road product receipt and despatch activities.

When performing yard operations, employees are paid as per conditions for ordinary time and penalty rates (as per Yard Operations – Penalty Rates of the Agreement).

##### Yard Function Classifications:

- General duties - – LPP / LPO / LCE 2
- Weighbridge operator – LPP / LPO / LCE 3
- Tug and trailer operator – LPP / LPO / LCE 2
- Sweeper – LPP / LPO / LCE 2
- Bobcat operator - LPP / LPO / LCE 2
- Excavator/front end loader operator - LPP / LPO / LCE 3
- Forklift operator– LPP / LPO / LCE 3
- Clerical – LPP / LPO / LCE4
- Reach stacker operator – LPP / LPO / LCE 4-1

- Trainer – LPP / LPO / LCE 6-1
- Team leader – LPP / LPO / LCE 6-1

#### 7.12.6 Training Rates

When employees are being trained and are an 'extra' to normal allocation they will be paid at the LPP / LPO / LCE 1 rate, if the employee is being trained within the team, and performing operational duties, they will be paid as per the appropriate rate described above.

## 8. INTER-PORT TRANSFERS

Employees may be required to transfer to work temporarily in any Ports where logistics operations or cargo operations are carried out.

Transfers shall be on a voluntary basis.

Allocation of employees will take into account annual accumulated hours and equity of allocation. Priority of allocation will be given firstly to those employees who are low on annual accumulated hours, taking into account skills and operational requirements.

The Company shall be responsible for the cost of transport. When an employee is required to travel for more than 2 hours from their primary place of employment to another port, the Company will supply transport.

The Company will be responsible for the arrangement of accommodation (it is the intent of accommodation be at least 3.5 star standard) and breakfast at the place of accommodation. In addition to the accommodation and breakfast, provision the Company will pay each employee on transfer the ATO approved rates for lunch and dinner meals plus the ATO approved cost of living allowance for each day of transfer.

Sustenance payments will be made to the employees the day prior or on the day of transfer via electronic funds transfer or cash payment unless as otherwise agreed by the parties.

Employees may apply for sustenance payments according to the rates published by the ATO for meals and incidentals for the location specified.

A 12-hour break will apply for all allocated shifts to be worked in the employee's home Port, inclusive of the time spent travelling on inter-port transfer for all shifts completed after 0100 hours on the inter-port transfer.

The maximum combination of travel and work period in any one day shall not exceed 14 hours.

The agreed times for travel between Ports shall not constitute working hours and shall be deemed to occur outside of the working hours.

Employees may be required to travel outside normal day shift hours and on weekends.

Travelling time on any day shall not count for the purposes of an additional rest period.

When an employee is required to travel, the employee shall be paid a travel allowance to and from the other port (interstate and intrastate) in lieu of travel time as follows:

Description	Round Trip payment
For actual travel less than two hours	\$169.00
For actual travel of two hours and not more than 5 hours	\$301.00
For actual travel greater than 5 hours	\$361.00
For travel greater than 8 hours	\$482.00

\*Duration of travel is the total travel to the destination and return.

Permanent full-time employees shall keep pay rates from their port of employment but work under the conditions of the port at which they are deployed. All other employees shall work under the conditions and pay rates of the port to which they are deployed.

Permanent employees volunteering for transfer will be considered to have worked an 8-hour shift on each day on transfer where no work is allocated in the transfer Port. Casual employees volunteering for transfer will receive an 8-hour payment (at the grade 2 rate) for each day on transfer where no work is allocated in the transfer Port. This arrangement will not apply to a day travelling to or from the Port of transfer. This is not applicable to rest days at the port location in between shifts.

In normal circumstances, employees transferring inter-port to an afternoon shift in that Port will not be required to attend work until the corresponding afternoon shift the next day, either in the home Port or on inter-port transfer.

The agreed intra-state travelling hours for one-way travel only are set out below:

Adelaide to Whyalla (by plane)	2 hours
Adelaide to Whyalla (by road)	5 hours
Port Lincoln (by plane)	2 hours
Port Lincoln (by Road)	9 hours
Port Pirie (by road)	3 hours

On the day of return travel where the employee ceases work after evening or night shift, an 8-hour break prior to travel is to be adhered to. Accommodation to be supplied during this period for rest or sleep purposes.

## 9. WORKING IN HEAT

### 9.1 Berth 29 Tippler Operation

- Provided it is safe to do so, employees working in an air-conditioned environment shall continue to undertake normal duties in hot weather.
- The following shall apply to employees not in air-conditioned environment
  - If the temperature is greater than 36 degrees
    - Hatch person to have rest breaks extended by 15 minutes

- Deck cleaning is not to occur during these periods
- Moving of misting bars can occur, but employees will be entitled to a 15 minute break before returning to operations.
- Greater than 38 degrees
  - Hatch person shall receive 30 minutes break after 1 hour of work, while these conditions exist
  - Deck cleaning is not to occur during these periods
  - Moving of misting bars can occur, but employees will be entitled to a 15 minute break before returning to operations.

## 9.2 Other Stevedoring operations

- Provided it is safe to do so, employees working in an air-conditioned environment shall continue to undertake normal duties
- The following shall apply to those employees not in an air-conditioned environment.
  - If the temperature is greater than 36 degrees
    - Employees rest breaks will be extended by 15 minutes
  - If the temperature is greater than 38 degrees, employees may exercise the option of returning to a crib room until the temperature drops below 38 degrees.

Temperatures will be taken from *Kent Town, Adelaide*.

## 10. LEAVE ARRANGEMENTS

### Minimum Standards and Leave

All provisions in this Agreement relating to leave must be read subject to the minimum standards provided for in the Award and the National Employment Standards (**NES**). If this Agreement has the effect of providing a less favourable entitlement to one or more employees, as compared to the minimum standards, the latter will prevail to the extent necessary to ensure this Agreement is compliant with those minimum standards.

### 10.1 Annual Leave

#### 10.1.1 Entitlement to Annual Leave

An employee, other than a casual employee or other than a permanent part time guaranteed wage employee (see below) is entitled to annual leave on the following basis.

If employed as a shift worker, as per clause 24.2 (Shift workers) of the Stevedoring Industry Award 2020 the employee will be entitled to.

- 5 weeks' annual leave with pay per year.

If employed as other than a shift worker, as defined within clause 24.2 (Shift workers) of the Stevedoring Industry Award 2020, the employee will be entitled to.

- 4 weeks' annual leave with pay per year.

#### 10.1.2 **Operational Permanent Part Time Employees (in receipt of a guaranteed wage but no standard working hours)**

##### **Leave Accrual**

Annual leave based on the fact that every hour **worked** accrues 0.106383 hours to a maximum of 182.5 hours' leave a year (5 weeks/25 days).

##### **Leave Deduction**

These employees will be considered to be working 7.3 hours per day. Where leave is taken 7.3 hours will be deducted for each weekday taken, if less than a day is taken only the leave hours will be deducted. For this purpose and without a structured roster of working days, working days for leave purposes will be Monday to Friday. Where leave requested is more than the entitlement, the balance will be considered to be leave without pay and deducted from the guaranteed wage. (5 days' leave is required to take a full week off.)

#### 10.1.3 **Engineering Permanent Part Time Employees (in receipt of a guaranteed wage but no standard working hours)**

##### **Leave Accrual**

Annual leave based on the fact that every hour **worked** accrues 0.106383 hours to a maximum of 190 hours' leave a year (5 weeks/25 days).

##### **Leave Deduction**

These employees will be considered to be working 7.6 hours per day. Where leave is taken 7.6 hours will be deducted for each weekday taken, if less than a day is take only the leave hours will be deducted. For this purpose and without a structured roster of working days, working days for leave purposes will be Monday to Friday. Where leave requested is more than the entitlement, the balance will be considered to be leave without pay and deducted from the guaranteed wage. (5 days' leave is required to take a full week off).

#### 10.1.4 **Pay Rates for Annual Leave**

The rate of pay for annual leave is the employee's rate plus allowances paid for all purposes at the time the employee takes the annual leave.

#### 10.1.5 **Taking Annual Leave**

Annual leave accrues progressively, based on the number of ordinary hours worked, and employees may only apply for annual leave which has accrued.

Annual leave will be approved by a Manager provided that adequate employees are available to meet the needs of the organisation. Annual leave requests will also be considered on the basis that they do not provide an unfair advantage to any one employee over available leave slots.

Annual leave requests can only be made for leave accrued and not for leave that has not yet accrued. Any such special requests are to be discussed with the relevant General Manager (or delegate).

Annual leave may be taken in any combination of separate periods. These must be taken in whole days, or the equivalent shift time/hours.

Employees who have accrued a total of 40 days (or 50 days / 380 hours where applicable) will be required to take annual leave to reduce the accrued days to an annual entitlement, where reasonable to do so. The General Manager (or delegate) may approve the deferment of reducing excess leave in exceptional circumstances.

#### 10.1.6 Payment Instead of Leave

An employee must take annual leave. However, if the employee leaves or is dismissed, the Company must pay the employee all outstanding annual leave. Employee one twelfth of four or five weeks (whichever is applicable) pay for each full month the employee has worked or last qualified for annual leave.

#### 10.1.7 Cash out of Annual Leave

The Company's intention is that employees take leave regularly to ensure their health and wellbeing.

Employees may request to cash out their annual leave as follows:

- A written agreement must be made between the employee and the company
- The employee must have taken at least half of their annual entitlement of leave in the preceding 12 months
- The employee retains a minimum of 4 weeks leave that cannot be cashed out

Payment of cashed out annual leave is to be made at the full amount payable had the employee taken the leave

As long as requests comply with the National Employment Standards, management discretion may be applied in exceptional circumstances. These requests cannot occur frequently.

#### 10.1.8 Sickness during Annual Leave

If an employee provides a medical certificate from a qualified medical practitioner that, they were injured or sick while on annual leave, the period of annual leave which is affected will be re-credited and the employee's sick leave entitlement will be debited the corresponding amount.

#### 10.1.9 Payment of Annual Leave Entitlements on a Proportional Basis

Despite paragraph 10.1.1, annual leave will accrue in accordance with the NES.

#### 10.1.10 Annual Leave Loading

Annual Leave loading is incorporated into base salaries for eligible employees. Salaries are inclusive of this adjustment.

No leave loading is therefore payable to employees upon taking annual leave entitlements.

## 10.2 Personal / Carer's Leave

### 10.2.1 Entitlement To Personal / Carers Leave

Employees are entitled to Personal/Carer's leave as provided by the National Employment Standards.

### 10.2.2 Payments during Personal / Carers Leave

An employee's usual salary rate as contained in this Agreement shall apply when an employee is on Personal / Carers Leave.

### 10.2.3 Requirement for Medical Certificates

An employee must provide evidence by provision of a medical certificate from a qualified medical practitioner or evidence that would satisfy a reasonable person where personal or carer's leave extends beyond three consecutive days or after the fifth day of this leave not supported by a medical certificate in any year. Evidence is also required for personal / carers leave taken before on or after a public holiday.

### 10.2.4 Sickness during Long Service Leave

An employee who becomes sick while on Long Service Leave and produces a satisfactory medical certificate covering the period of illness may apply to convert the period of illness to be paid personal/carer's leave if the period of illness is not less than one calendar week and the employee concerned has sufficient personal/carers leave credit. Should approval be given for this transfer of debits, a period of Long Service Leave equivalent to the period of approved personal/carers leave may be taken at the end of the period of Long Service Leave originally approved or added to the employees' future Long Service Leave entitlement.

## 10.3 Compassionate Leave

A full-time or part-time employee is entitled to two days paid compassionate leave for each permissible occasion when a member of the employee's immediate family or a member of the employee's household contracts a personal illness or injury that poses a serious threat to his or her life, or dies; after a child is stillborn, where the child would have been a member of the employee's immediate family, or a member of the employee's household, if the child had been born alive; or the employee, or the employee's current spouse or current de facto partner, has a miscarriage.

In the case where the employee is engaged in making primary care/decisions for the injured/ill or deceased person, three days compassionate leave can be used per permissible occasion.

In addition to this, where an employee's partner, spouse, defacto partner, son or daughter dies, the employee may access an additional two days of paid leave from their personal/carer's leave entitlement without the need for a medical certificate taking their total entitlement to paid leave to 5 days. The employee may choose to use annual or long service leave entitlements to achieve a longer period of compassionate leave.



A casual employee is entitled to up to two days unpaid compassionate leave for each permissible occasion under the same circumstances.

### Definitions

The entitlement to take paid and unpaid compassionate leave relates to a member of the employee's immediate family. Under s12 of the *Fair Work Act 2009* (Cth):

- Reference to *immediate family* means a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the employee, or a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the employee;
- reference to *de facto partner* means a person who, although not legally married to the employee, lives with the employee in a relationship as a couple on a genuine domestic basis (whether same sex or different sexes), and includes a former de facto partner of the employee;
- reference to a *permissible occasion* means when a member of the employee's immediate family or a member of the employee's household requires care and support because of a personal illness, or personal injury, affecting the member, or an unexpected emergency affecting the member and also includes the death of the immediate family member or member of the employee's household.

## 10.4 Family and Domestic Violence Victim Support Leave

### 10.4.1 Definition

For the purpose of this clause, family and domestic violence is defined as any violent, threatening or other abusive behaviour by a person against a member of the person's family or household (current or former).

### 10.4.2 Family and Domestic Violence Victim Support Leave

- 10.4.2.1 An employee who is a victim of family and domestic violence, including a casual employee, is entitled to 10 days per year of paid family and domestic violence leave for the purpose of:
- (a) attending legal proceedings, counselling, appointments with a medical or legal practitioner;
  - (b) relocation or making other safety arrangements; or
  - (c) other activities associated with the experience of family and domestic violence.

- 10.4.2.2 Upon exhaustion of the leave entitlements in clauses 10.4.2.1, employees will be entitled to up to 2 days unpaid family and domestic violence leave on each occasion.

### 10.4.3 Notice and Evidentiary Requirements

- 10.4.3.1 The employee shall give his or her employer notice as soon as reasonably practicable of their request to take leave under this clause.
- 10.4.3.2 If required by the employer, the employee must provide evidence that would satisfy a reasonable person that the leave is for the purpose as set out in clause 10.4.2.1. Such

evidence may include a document issued by the police service, a court, a doctor (including a medical certificate), district nurse, maternal and child health care nurse, a family violence support service, a lawyer or a statutory declaration.

- 10.4.3.3 The employer must take all reasonable measures to ensure that any personal information provided by the employee to the employer concerning an employee's experience of family and domestic violence is kept confidential.

## 10.5 Parental Leave

### 10.5.1 Paid Parental Leave

Employees who want to access the Government Paid Parental leave scheme must contact the Human Resources Department in writing more than three months prior to the birth or adoption of a child.

In addition to any entitlement an employee has under the Government's paid parental leave scheme, the Company will provide the following Paid Maternity Leave on full pay for the birth of a child for all permanent employees:

- After 2 years' service, 6 weeks (3 paid at the time the parental leave begins and 3 on the first pay period after return to work)
- After 5 years' service, 8 weeks (4 paid at the time the parental leave begins and 4 on the first pay period after return to work)

In the case of adoption of a child, the employee will provide evidence of such adoption to be entitled to the Maternity Leave.

The Company will provide 1 calendar week's leave on full pay to an employee for Paternity/Partner Leave for the birth or adoption of a child. This is not in addition to paid Maternity Leave.

Any period of Paid Maternity/Paternity/Partner Leave can be coupled with unpaid leave in accordance with this Agreement.

### 10.5.2 Unpaid Parental Leave

Subject to the terms of this clause employees are entitled to maternity, paternity/partner and adoption leave and full-time employees may elect to work part-time in connection with the birth or adoption of a child.

The provisions of this clause apply to full-time, part-time and eligible casual employees, but do not apply to other casual employees.

An "eligible casual employee" means a casual employee:

- (a) employed by an employer on a regular and systematic basis for several periods of employment or on a regular systematic basis for an ongoing period of employment during a period of at least 12 months; and
- (b) who has, but for the pregnancy or the decision to adopt, a reasonable expectation of ongoing employment.

For the purposes of this clause, “continuous service” is work for an employer on a regular and systematic basis (including any period of authorised leave or absence).

An employer must not fail to re-engage a casual employee because:

- (a) the employee or employee’s spouse is pregnant; or
- (b) the employee is or has been immediately absent on parental leave.

The rights of an employer in relation to engagement and re-engagement of casual employees are not affected, other than in accordance with this clause.

### 10.5.3 Definitions

10.5.3.1 For the purpose of this clause child means a child of the employee under the age of one year except for adoption of a child where ‘child’ means a person under the age of five years who is placed with the employee for the purposes of adoption, other than a child or step-child of the employee or of the spouse of the employee or a child who has previously lived continuously with the employee for a period of six months or more.

10.5.3.2 Subject to clause 10.5.3.3, in this clause, spouse includes a de facto or former spouse.

10.5.3.3 In relation to clause 10.5.8, spouse includes a de facto spouse but does not include a former spouse.

### 10.5.4 Basic Entitlement

10.5.4.1 After twelve months continuous service, each parent is entitled to a combined total of 52 weeks unpaid parental leave on a shared basis in relation to the birth or adoption of their child. Adoption leave may be taken in the case of adoption.

10.5.4.2 Subject to 10.5.6, parental leave is to be available to only one parent at a time, in a single unbroken period, except that both parents may simultaneously take:

- for maternity and paternity/partner leave, a total period of up to eight weeks,
- for adoption leave, a total period of up to eight weeks at the time of placement of the child.

### 10.5.5 Maternity leave

10.5.5.1 An employee must provide notice to the employer in advance of the expected date of commencement of parental leave. The notice requirements are:

- of the expected date of when the maternity leave is to begin (included in a certificate from a registered medical practitioner stating that the employee is pregnant) - at least ten weeks;
- of the date on which the employee proposes to commence maternity leave and the period of leave to be taken – at least four weeks.

- 10.5.5.2 When the employee gives notice under clause 10.5.5.1 the employee must also provide a statutory declaration stating particulars of any period of paternity/partner leave sought or taken by her spouse and that for the period of maternity leave she will not engage in any conduct inconsistent with her contract of employment.
- 10.5.5.3 An employee will not be in breach of this clause if failure to give the stipulated notice is occasioned by delivery occurring earlier than the presumed date when the maternity leave was to begin.
- 10.5.5.4 Subject to clause 10.5.4.1 and unless agreed otherwise between the employer and employee, an employee may commence parental leave at any time within six weeks immediately prior to the expected date of birth.
- 10.5.5.5 Where an employee continues to work within the six-week period immediately prior to the expected date of birth, or where the employee elects to return to work within six weeks after the birth of the child, the Company may require the employee to provide a medical certificate stating that she is fit to work on her normal duties.
- 10.5.6 Special Maternity Leave**
- 10.5.6.1 Where the pregnancy of an employee not then on maternity leave terminates after 28 weeks other than by the birth of a living child, then the employee may take unpaid special maternity leave of such periods as a registered medical practitioner certifies as necessary.
- 10.5.6.2 Where an employee is suffering from an illness not related to the direct consequences of the delivery, an employee may take any paid sick leave to which she is entitled in lieu of, or in addition to, special maternity leave.
- 10.5.6.3 Where an employee not then on maternity leave suffers illness related to her pregnancy, she may take any paid sick leave to which she is then entitled or unpaid special maternity leave as a registered medical practitioner certifies as necessary before her return to work. The aggregate of unpaid special maternity leave and parental leave, including parental leave taken by a spouse, may not exceed 52 weeks.
- 10.5.6.4 Where leave is granted under clause 10.5.5.4, during the period of leave an employee may return to work at any time, as agreed between the Company and the employee provided that time does not exceed four weeks from the recommencement date desired by the employee.
- 10.5.7 Paternity/Partner Leave**
- 10.5.7.1 An employee will provide to the Company at least ten weeks prior to each proposed period of paternity leave, with:
- a certificate from a registered medical practitioner which names his or her spouse, states that she is pregnant and the expected date of delivery, or states the date on which the birth took place; and
  - written notification of the dates on which he or she proposes to start and finish the period of paternity/partner leave; and

- a statutory declaration stating:
    - he/she will take that period of paternity/partner leave to become the primary caregiver of a child;
    - particulars of any period of maternity leave sought or taken by their spouse; and
    - that for the period of paternity/partner leave they will not engage in any conduct inconsistent with his contract of employment.
- 10.5.7.2 The employee will not be in breach of clause 10.5.7.1 if the failure to give the required period of notice is because of the birth occurring earlier than expected the death of the mother of the child, or other compelling circumstances.
- 10.5.8 Adoption Leave**
- 10.5.8.1 The employee will notify the Company at least ten weeks in advance of the date of commencement of adoption leave and the period of leave to be taken. An employee may commence adoption leave prior to providing such notice, where through circumstances beyond the control of the employee, the adoption of a child takes place earlier.
- 10.5.8.2 Before commencing adoption leave, an employee will provide the Company with a statutory declaration stating:
- the employee is seeking adoption leave to become the primary caregiver of the child;
  - particulars of any period of adoption leave sought or taken by the employee's spouse; and
  - that for the period of adoption leave, the employee will not engage in any conduct inconsistent with their contract of employment.
- 10.5.8.3 The Company may require an employee to provide confirmation from the appropriate government authority of the placement.
- 10.5.8.4 Where the placement of a child for adoption with an employee does not proceed or continue, the employee will notify the Company immediately and the Company will nominate a time not exceeding four weeks from receipt of notification for the employee's return to work.
- 10.5.8.5 An employee will not be in breach of this clause as a consequence of failure to give the stipulated periods of notice if such failure results from a requirement of an adoption agency to accept earlier or later placement of a child, the death of a spouse, or other compelling circumstances.
- 10.5.8.6 An employee seeking to adopt a child is entitled to unpaid leave for the purpose of attending any compulsory interviews or examinations as are necessary as part of the adoption procedure. The employee and the Company should agree on the length of the unpaid leave. Where agreement cannot be reached, the employee is entitled to take up to two days unpaid leave. Where paid leave is available to the employee, the Company may require the employee to take such leave instead.

### 10.5.9 Variation of period of parental leave

10.5.9.1 An employee entitled to parental leave may request the employer to allow the employee:

- to extend the period of unpaid parental leave provided for by a further continuous period of leave not exceeding 12 months.

10.5.9.2 The employer shall consider the request having regard to the employee's circumstances and, provided the request is genuinely based on the employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the employer's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.

### 10.5.10 Parental Leave and Other Entitlements

10.5.10.1 An employee may in lieu of or in conjunction with parental leave, access any annual leave or long service leave entitlements which they have accrued, subject to the approval of the Company, which shall not be unreasonably withheld.

### 10.5.11 Transfer to a Safe Job

10.5.11.1 Where an employee is pregnant and, in the opinion of a registered medical practitioner, illness or risks arising out of the pregnancy or hazards connected with the work assigned to the employee make it inadvisable for the employee to continue at her present work, the employee will, if the Company deems it practicable, be transferred to a safe job for the risk period, with no other change to the employees term and conditions of employment.

10.5.11.2 If the transfer to a safe job is not practicable, the employee is entitled to take paid no safe job leave during the period for which it is inadvisable for the employee to continue in her present work.

### 10.5.12 Returning to work after a period of Parental Leave

10.5.12.1 An employee will notify of their intention to return to work after a period of parental leave at least four weeks prior to the expiration of the leave.

10.5.12.2 An employee will be entitled to the position which they held immediately before proceeding on parental leave. In the case of an employee transferred to a safe job, the employee will be entitled to return to the position they held immediately before such transfer.

10.5.12.3 Where such position no longer exists but there are other positions available which the employee is qualified for and is capable of performing, the employee will be entitled to a position as nearly comparable in status and pay to that of their former position.

The employee will further have the right to request to return from a period of parental leave on a part-time basis whilst the child is of school age or younger, to assist in the care of the child. The employee will need to apply for a flexible work arrangement as per clause 1.9

10.5.12.4 The employer shall consider the request having regard to the employee's circumstances and, provided the request is genuinely based on the employee's parental responsibilities, may

only refuse the request on reasonable grounds related to the effect on the workplace or the employer's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.

- 10.5.12.5 Where such a position is no longer available, but there are other positions available that the employee is qualified for and is capable of performing, the Company shall make all reasonable attempts to return the employee to a position comparable in status and pay to that of the employee's former position.

#### 10.5.13 Replacement Employees

- 10.5.13.1 A replacement employee is an employee specifically engaged or temporarily promoted or transferred, as a result of an employee proceeding on parental leave.

- 10.5.13.2 Before the Company engages a replacement employee, the Company must inform that person of the temporary nature of the employment and of the rights of the employee who is being replaced.

#### 10.6 Witness/Jury Service

An employee, other than a casual employee, required to appear as a witness or serve on a jury shall as soon as practicable after being summoned to serve, notify their Supervisor/Manager.

The Company will grant an employee required to appear as a witness or serve on a jury leave of absence on full pay, but only for such period as is required to enable the employee to carry out duties as a witness/juror.

##### 10.6.1 Payment of Witness/Juror's fees

An employee, other than a casual employee, required to appear as a witness or serve on a jury shall as soon as practicable after being summoned to serve, notify their Supervisor/Manager.

The payment of wages by the Company to the employee on jury leave may be reduced by the total amount of jury service pay that has been paid, or is payable, to the employee. The employee will need to provide evidence of such payment received.

#### 10.7 Community Services Leave

In addition to the provisions above an employee shall be entitled to Community Service Leave as described in the National Employment Standards (**NES**) contained in the *Fair Work Act 2009* (Cth).

#### 10.8 Long Service Leave

An employee who has ten years or more service is entitled to the following long service leave:

### 10.8.1 Permanent and Temporary Staff

Duration of service	Amount of long service leave
After 10 years' service	13 calendar weeks
Over 10 years' service	1.3 calendar weeks per year

An employee with between seven and ten years' completed service will ordinarily be entitled to pro-rated long service leave, on termination of their employment, in accordance with the *Long Service Leave Act 1987 (SA)*.

### 10.8.2 Casual Staff

Long service leave entitlements for casuals will be in accordance with the *Long Service Leave Act 1987 (SA)*.

### 10.8.3 Rules for operation of Long Service Leave provisions

Every day occurring during a period of long service leave is (whether it is a working day or not) to be regarded as a day of that leave.

Where long service leave has been taken by an employee or a payment in lieu of long service leave has been made to the employee, the employee's entitlement to long service leave is reduced accordingly.

An employee who has completed seven (but less than 10) years' service shall be entitled to take pro rata long service leave based on his/her completed years of service. For the purpose of the pro rata entitlement, the maximum period of leave an employee may apply for is to be based on 1.3 weeks for each completed year of service.

An employee who has completed seven years' service (but less than 10 years' service) is, on termination of the employee's service, entitled to a payment equal to the monetary equivalent of their pro rata long service leave that they have accrued but not taken. An employee is not entitled to this payment on termination, however, if their employment contract is terminated on the ground of serious and wilful misconduct on the part of the employee, or if the employment contract is unlawfully terminated by the employee.

Employees shall not commence long service leave whilst on sick leave or workers compensation.

Specific application of leave provisions are addressed in the Company's Leave Policy.

## 10.9 Public Holidays

Public holidays are provided for in the NES.

Casual employees, if required to work, are paid for working on public holidays as per clause 11.2.1 at double time and a half or triple time (depending on shift worked in stevedoring or yard).



Permanent employees are paid for public holidays at their ordinary time rate including those in receipt of a guaranteed wage.

For those employees in receipt of a guaranteed wage, employees will be paid for the public holiday at their ordinary time rate if they do not work on the public holiday.

Where a public holiday falls on a voluntary day as per clause 7.11, full time permanent employees, whose salary incorporates payment for public holidays, will be paid the additional penalties (in addition to their already paid ordinary time rate) as per clause 11.2.1 if they are required to work on a public holiday.

Permanent part time employees in receipt of a guaranteed wage, if required to work, are paid for working on public holidays as per clause 11.2.1 at double time and a half or triple time (depending on shift worked in stevedoring or yard).

## 11. SALARIES, WAGES AND RELATED MATTERS

### 11.1 Payment of Salaries or Wages

Salaries or Wages will be paid fortnightly by direct transfer into an employee's bank or other recognised financial institution account. Agreed increases each year will be paid on or after the first full pay period after the 1<sup>st</sup> of July.

### 11.2 Rates of Pay

Employee Type	Classification	Rate Type	Jul-22	Jul-23	Jul-24
			4.7%	7.9%	MARCH CPI (Adelaide)
Lead Tradesperson	LSTA-B	Annual Salary	\$108,702.62	\$117,290.13	
Tradesperson	LSTA-C	Hourly rate	\$100,501.68	\$108,441.31	
Permanent Part Time Guaranteed Wage Employees (inclusive of leave loading 27.5%)	LPP-1		\$34.44	\$37.16	
	LPP-2		\$35.26	\$38.05	
	LPP-3		\$36.18	\$39.04	
	LPP-4		\$37.75	\$40.73	
	LPP-5		\$39.00	\$42.08	
	LPP-6		\$40.25	\$43.43	
Permanent Operational Employees on fixed salary (inclusive of leave loading)			Annual Salary		
	LPE -3	\$115,294.36	\$124,402.61		
	LPE -4	\$124,275.65	\$134,093.43		
	LPE -5	\$126,703.07	\$136,712.61		
	LPE -6	\$138,354.18	\$149,284.16		
Casual  (not inclusive of casual loading) exc leave loading	LCE-1	Hourly rate	\$32.12	\$34.66	
	LCE-2		\$32.89	\$35.49	
	LCE-3		\$33.74	\$36.41	
	LCE-4		\$35.21	\$37.99	
	LCE-5		\$36.38	\$39.25	
	LCE-6		\$37.54	\$40.51	

Person in charge allowance	Hourly rate	\$8.50	\$9.17	
First-Aid Allowance	Per Shift	\$3.56	\$3.84	

### 11.2.1 Applicable Penalty Rates

#### Stevedoring Operations

a.	Day Mon - Fri	paid at normal time, after 8 hours paid at double time
b.	Evening Mon -Fri	paid at normal time and a half, after 8 hours paid at double time
c.	Night Mon - Fri	paid at double normal time
d.	Day Sat	paid at double normal time
e.	Even Sat	paid at double normal time
f.	Night Sat	paid at double normal time
g.	Day Sun	paid at double normal time and a half
h.	Even Sun	paid at double normal time and a half
i.	Night Sun	paid at double normal time and a half
j.	Day PH	paid at double normal time and a half
K.	Even PH	paid at double normal time and a half
l.	Night PH	paid at Triple normal time

A day (for payments of overtime entitlements) will be considered to be starting with the day shift, i.e. day shift is 1<sup>st</sup> shift and Night shift the last shift of each day.

#### Yard Operations

a.	Day Mon - Fri	paid at normal time for the first 8 hours, then normal time and a half for the first two hours thereafter at double normal time
b.	Evening Mon - Fri	start in normal time (12:00 to 16:00) paid at normal time, after 16:00 paid the first two hours at normal time and a half, thereafter double normal time
c.	Night Mon - Fri	paid the first two hours at normal time and a half and thereafter at double normal time
d.	Day Sat	paid the first two hours at normal time and a half and thereafter at double normal time
e.	Even Sat	paid at double normal time
f.	Night Sat	paid at double normal time
g.	Day Sun	paid at double normal time
h.	Even Sun	paid at double normal time
i.	Night Sun	paid at double normal time
j.	Day PH	paid at double normal time and a half
k.	Even PH	paid at double normal time and a half
l.	Night PH	paid at double normal time and a half

### 11.3 Person in Charge Allowance

The employee, who is deemed to be the 'Person-in-Charge' of the ship loading operation, will be paid an additional allowance per hour worked as below as well as grade 6 hourly rate.

The rates are located in the rates table in clause 11.2.

#### **11.4 Higher Duty Payments – 2 or more hours work at a higher rate**

A LPP, LPO or LCE employee engaged for more than two hours during one day or shift on duties carrying a higher rate than the employee's ordinary classification will be paid the higher rate for such day or shift. If for two hours or less during one day or shift, the employee will be paid the higher rate for the time so worked.

#### **11.5 Absence from Duty**

An employee who is absent from duty will not be entitled to payment in respect of time of such absence except in respect of days for which the employee is eligible for paid leave granted by the Company.

## **12. ALLOWANCES**

The full-time salaries within the Agreement are in full and final settlement of all award and non-award allowances, leave loadings, public holiday rates (except as described in clause 10.9), shift premiums, meal monies and any applications of the irregular part of any roster, where a roster applies.

### **12.1 Specific Miscellaneous Allowances**

#### **12.1.1 First-aid Allowance**

A first aid allowance as outlined in the table in 11.2 per shift is payable for non-full time employees who are allocated as a first aid officer on a shift. This allocation is carried out by the duty allocator. This allowance is not applicable to full time salaries.

#### **12.1.2 Motor Vehicle Reimbursement Rates Allowance**

No employee is required, under any circumstances whatsoever, to use their private vehicle for official purposes if they do not wish to do so.


Reimbursement for the use of a private motor vehicle for purposes related to the employment will only occur where approval has been given by the Departmental Manager prior to the actual use of the private motor vehicle by the employee.

When public or Company transport is available, such transport is to be the first preference. However, where the Manager is satisfied that there are grounds for the use of a private vehicle, reimbursement will be limited to the cost of travel by public transport.


Where approval for the use of a private vehicle has been given by the Company, rates prescribed by the Australian Taxation Office, "Prescribed Rates per Kilometre for Motor Vehicle Expense Claims" will apply.

### 13. SIGNATURE PAGE

Signed on behalf of Flinders Logistics Pty Ltd

Name:	Daniel Sloan
Signature:	
Date:	18 November 2023
Explanation of this person's authority to sign the Agreement:	National Operations Manager
Address:	296 St Vincent Street, Port Adelaide, SA 5015

Signed on behalf of the Employees by the Maritime Union of Australia a division of the Construction Forestry Maritime Mining and Energy Union:

Name:	Warren Smith
Signature:	
Date:	22 November 2023
Explanation of this person's authority to sign the Agreement:	Deputy National Secretary of the Maritime Union of Australia, Division of the Construction, Forestry, Maritime, Mining and Energy Union
Address:	365-375 Sussex Street Sydney NSW 2000

**Signed on behalf of the Employees**

Name:	
Signature:	
Date:	
Explanation of this person's authority to sign the Agreement:	
Address:	