



DP WORLD

**DP WORLD FREMANTLE
ENTERPRISE
AGREEMENT
2024**

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2. Title

This agreement shall be known as the DP World Fremantle Enterprise Agreement 2024 (“the Agreement”).

3. Intent of the Agreement

- 3.1 This Agreement is directed towards the achievement of the following:
- 3.2 The Parties will use their best endeavours to achieve the following performance benchmarks:
 - 3.2.1 30 container lifts per crane hour; and
 - 3.2.2 Average Gate to Gate Truck Turnaround Time within 30 minutes.
- 3.3 The provision of a safe workplace, job security, constructive and cooperative Employer and Employee relationship, competitive remuneration, non-discriminatory approach, regular and genuine communication with the Employees and the Union, reasonable career paths and job satisfaction embracing modern and flexible forms of work organisation, consistent with optimum use of all the Company’s resources. Implicit is an ability for the Company and its Employees to improve on any aspect of the operation and at all times world’s best practice will be the goal of any such improvement.
- 3.4 The changes required in the workplace to bring about more constructive and collective workplace relationships between management and Employees.
- 3.5 Providing the Company with certainty of proficiency, reliability and continuity of operations in order to aid the further development and progress of the Company as the industry market leader in the interests of its shareholders and Employees as aforesaid.
- 3.6 The Parties to this Agreement recognise that women and Indigenous workers are under-represented in the Company. The parties to this Agreement will use their best endeavours to ensure that interviews for future employment will have candidates of both genders and Indigenous persons. Programs will be developed at a local level in consultation between the parties to ensure that the current ratio of women and Indigenous workers increases over time.
- 3.7 Parties to the Agreement recognise that there are various categories of employment. The Company recognises that FSE is the primary employment category.
- 3.8 The career path is Supplementary to VSE to FSE subject to meeting earnings and performance triggers.
- 3.9 The Company aims to operate a competitive and sustainable business that can maximise permanent employees on a roster. The number of permanent positions is regularly monitored alongside prevailing business conditions. There is an annual process to review business requirements for VSE and FSE roles.

4. Parties Bound

- 4.1 This Agreement shall be binding on:
 - 4.1.1 The Company - DP World Fremantle (ABN 41 009 106 763);
 - 4.1.2 its relevant Employees engaged in stevedoring operations as stevedoring employees, in Award Classifications Grade 1 to Grade 6;
 - 4.1.3 The Construction, Forestry and Maritime, Employees Union of Australia- MUA Division

5. Operation of Agreement

- 5.1 This Agreement shall be read in conjunction with the following awards:
 - 5.1.1 Stevedoring Industry Award 2020 as varied; and
 - 5.1.2 Stevedoring Industry (Long Service Leave) Award 1992, (Collectively referred to as “the Awards”).

- 5.2 Where there is any inconsistency between this Agreement and any provisions of the Awards, the Agreement shall apply to the extent of the inconsistency. Provided however that the Award provisions shall cease to apply only to the extent and for the period necessary to permit the operation of this Agreement.
- 5.3 This Agreement will be read and interpreted in conjunction with the National Employment Standards (NES). Where there is an inconsistency between this agreement and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency.
- 5.4 This Agreement supersedes any other award or agreement whether approved or not, this excludes deeds pertaining to terms, conditions or matters subject of this Agreement.
- 5.5 Matters expressly contained within this Agreement supersede any local arrangements or work practices whether written or unwritten.
- 5.6 To the extent that any of the provisions in Parts A and B of this Agreement are inconsistent, the specific provisions of Part B shall prevail over the general terms of Part A.

6. Duration of Agreement

- 6.1 This Agreement shall operate from seven (7) days after the date of approval by the FWC and shall have a nominal expiry of 31 January 2028
- 6.2 Discussions for the re-negotiation of this Agreement will commence four (4) months in advance of the nominal expiry date above. It is the intent of the parties to hold negotiation periods of four (4) periods up to five (5) days prior to the nominal expiry of the Agreement. The parties accept that claims may be made against any clause as part of a negotiated replacement agreement.
- 6.2.1 Employee representatives will be paid for attendance at bargaining meetings in accordance with clause 38.7.2
- 6.2.2 The Part A committee will consist of 2 delegates from each Terminal plus a maintenance delegate and a women's delegate unless otherwise agreed.
- 6.2.3 For the life of this Enterprise Agreement, reasonable cost of flights and accommodation will be reimbursed upon provision of receipts. This provision will only apply to the four (4) meeting blocks prior to the nominal expiry of the Agreement

7. Definitions

- 7.1 In this Agreement:

Act means the Fair Work Act 2009.

Branch means a branch of the Construction, Forestry and Maritime, Employees Union of Australia- MUA Division.

Company means a reference to the relevant employing entity of an Employee nominated in clause 4 above.

Day means the period from the commencement of the night shift on one day to the commencement of the night shift on the following day.

Employee means an employee of the Company covered by this Agreement.

Employee Representative means an employee appointed as such by the Union Branch Secretary and notified in writing to the Company.

Employee Representative Committee (ERC) or Site Committee means a group of employees elected by their peers to represent them.

FWC means Fair Work Commission.

HSEC means Health, Safety and Environment Committee

HSR means Health and Safety Representative

MUA means Construction, Forestry and Maritime Employees Union of Australia- MUA Division

Permanent Employee means a Fixed Salary Employee (FSE) or a Variable Salary Employee (VSE).

Relevant Union Branch Official means an officer of the Union as nominated and confirmed in written to the Company by the National Officer of the Union who has overall responsibility for DP World.

Stevedoring Award means the Stevedoring Industry Award 2010 as varied.

Stevedoring Long Service Leave Award means the Stevedoring Industry (Long Service Leave) Award 1992 as varied.

Supplementary Employee means a casual Employee engaged in accordance with clause 10 of the Stevedoring Award, to supplement Permanent Employees.

Union means the MUA Division- Construction, Forestry and Maritime, Employees Union of Australia.

Wharf includes a pier, jetty, ramp, or shed, storage or stacking area at, adjacent to, or in the vicinity of a wharf area used for stevedoring industry activities.

8. General Employment Terms

8.1 An Employee may be employed as:

8.1.1 a Permanent Employee;

8.1.2 a Supplementary Employee;

8.1.3 a trainee who is subject to a fixed term contract of training; or

8.1.4 an apprentice, who may be engaged at the discretion of the Company.

8.2 **Maritime Security Identification Card (MSIC)**

8.2.1 It is a requirement under the Maritime Transport and Offshore Facilities Security Act 2003 and Regulations that in order to qualify for unescorted access to a Maritime Security Zone a person must hold a Maritime Security Identification Card (MSIC). Employees covered by the Agreement are required to hold a valid MSIC.

8.2.2 The Company will reimburse Employees costs for the MSIC application fees and photographs.

8.3 Each new Employee shall be advised in writing of the status of employment to which they are appointed. Should their employment status change at any time, a new letter of appointment describing the updated status shall be issued.

8.4 Each Employee is expected to and required to attend work during the hours of work specified within the rostering arrangements for the terminal. Absence from work may be authorised only in accordance with the Company's Procedures.

8.5 **Performance of Duties**

8.5.1 Subject to the provisions of this Agreement all Employees are employed on the basis that each Employee will carry out all work within their recognised and required competency as reasonably directed by the Company. Nothing in this Agreement shall prevent the Company from directing an Employee to perform any work for which they are appropriately skilled provided it is safe to do so.

(a) Each Employee will be advised and updated on the skills/competencies that are to be maintained by the Employee.

(b) Generic Company position descriptions will be provided for each skill and/or competency. The Company at all times will provide appropriate opportunity to maintain the skills through application of skills on the job or periodic refresher training as necessary.

8.5.2 An Employee may be reclassified from one grade to another or be transferred from day work to shift work and from shift work to day work in accordance with the provisions of the Stevedoring Award.

8.6 **Policies**

The Company may from time to time change its policies that apply to Employees in addition to this Agreement. In the event of a policy change that may have any impact on the terms of conditions of employment (other than where those terms and conditions are expressly contained within this Agreement), each Employee will be appropriately advised of the change. Nothing contained in a policy or procedure shall be operative nor shall it have any effect to the extent that its inclusion or implementation is inconsistent with the intent of this Agreement. Prior to any change being inserted into a policy, or a new policy implemented consultation with the ERC and the Union must occur. Any dispute or disagreement by Employees or the Union in relation to intended change policies and/or procedures shall be progressed through clause 47 Dispute Resolution.

8.7 **Mooring & Unmooring**

All Employees may be required to perform mooring & unmooring duties in accordance with the provisions of the relevant Part B of this Agreement.

8.8 **Transfer of an Employee to a New Position**

If an Employee voluntarily applies for a position, (covered by this Agreement) at a different salary, and is appointed to that position, the salary and conditions applicable to that new position will apply.

9. **Clothing**

9.1 An annual clothing issue will be available to employees through an online ordering system. The site minimum order requirements will be set out in Part B. It is the employee's responsibility to attend work in appropriate work attire.

9.2 Allocated Spend to the company nominated provider (currently RSEA) available to each employee will be:

9.2.1 \$700 (Operations)

9.2.2 \$1,100 (Maintenance)

Excluding GST and the amounts shall increase on 1 February by CPI (December Quarter each Year).

9.3 Any remaining funds after the minimum order may be used for items available in the relevant catalogue for example socks, hats, jackets etc.

9.4 Clothing ordered by employees must be for their own work use.

9.5 Remaining balances are not cumulative and will expire at the conclusion of the annual order period. Balances will not be paid out to employees.

9.6 There is an annual order period which will be defined in Part B. The order period will be open for a month, and it is anticipated delivery will be 3 months later.

9.7 If an employee does not make an order during the annual order period, they forgo that year's order. Any employee on leave will have an alternative opportunity to place orders.

9.8 Employees who start with the Company will be issued the minimum order on commencement and will be eligible to participate in the next annual order process where they commence after the annual order period close date of a given year.

9.9 The Company will replace damaged personal protective clothing, where the damage has been incurred through fair wear and tear.

9.10 The suitability of the clothing issue will be reviewed periodically to ensure reasonable standards of comfort and durability are maintained as well as a high standard of safety protection.

9.11 Personal protective equipment and appropriate work attire is required to be worn at all times in operational areas.

- 9.12 Laundering for maintenance employees' overalls will be provided by the Company at all sites. Operations employees who currently have access to laundry services (Fremantle and Melbourne) will retain this service.

Personal Protective Equipment

- 9.13 General usage safety items are available on site for employees outside of the allowance and will be based on task allocations. This includes:
- Hard Hats;
 - Safety gloves;
 - Ear plugs/ Hearing protection; and
 - Safety Glasses (incl. tinted/polarised)

Supply and Replacement of Prescription Glasses

- 9.14 In the event of a change in prescription, requiring new spectacles or spectacles being required for the first time, a refund of up to \$350 will apply but no more often than once every two (2) years or as otherwise recommended by the prescribing optometrist in the report and a copy of the Optometrist's report must be attached to the receipt, when applying for a refund.
- 9.15 If an Employee requires his/her spectacles repaired or replaced due to damage or breakage in the course of work on premises, an Accident Report Form must be completed and up to \$350 will again be refunded against a receipt, for the repair or replacement of the spectacles. However, this is again limited to no more often than once every two years.
- 9.16 If an Employee requires his/her spectacles to be repaired or replaced more than once in a two year period, the payment for the issue of, or replacement/repair of spectacles will be at the Company's discretion and written authorisation for a refund can only be approved by the Human Resources Manager at the respective Terminal.

10. Payment of Wages, Expenses and Superannuation

- 10.1 Salaries or wages shall be paid fortnightly by electronic transfer to an account with a financial institution nominated by the Employee and acceptable to the Company. Any reimbursement or payroll adjustment must be paid promptly generally within 48 hours (excluding weekend periods) if requested and no later than the next pay run.
- 10.2 The Company shall reimburse Employees for any approved expenses, not otherwise provided for in this Agreement, reasonably incurred in the performance of duties on behalf of the Company.
- 10.3 Employees may designate a portion of their salary (excluding past accrued entitlements), which shall be paid directly into their superannuation scheme as a voluntary contribution, in accordance with relevant legislative arrangements. An Employee shall make an election on 1 July each year on how they wish the annual benefit to be allocated. The election shall take effect on or about 10 September each year and remain in force for a 12-month period, unless otherwise agreed.
- 10.4 The Company shall keep a record from which the following can be readily ascertained by an Employee and/or the Union, subject to relevant privacy legislation:
- 10.4.1 The name, classification and date of commencement of each Employee;
 - 10.4.2 The Employee's wage or salary rate and the ordinary hours worked each day by the Employee for which that wage or salary rate is paid;
 - 10.4.3 The Employee's overtime rate and the hours worked each day by the Employee for which that overtime rate is paid;
 - 10.4.4 The Employee's wage or salary rate for accrued leave taken and/or paid;
 - 10.4.5 The amount of any additions/deductions to/from the Employee's wages or salary and the purpose for which such additions/deductions are made.

10.5 Superannuation Contributions

- 10.5.1 Employees may nominate a compliant fund of their choice, including Maritime Super Division of Hostplus or (successor fund). If a fund is not chosen by the Employee, then one may be allocated via the Australian Tax office (ATO) stapled superannuation fund identification process. Where an employee has no fund, superannuation will be transmitted to the Maritime Super Division of Hostplus (or successor fund).
- 10.5.2 The Company agrees to pay contributions in accordance with the Hostplus (Maritime Super Division) Trust Deed for those Employees who are members of the Maritime Super Division of Hostplus (or successor fund),
- 10.5.3 The Company will continue to contribute 12% per annum plus any other contributions required under Hostplus (Maritime Super Division) the Trust Deed as identified in clause 10.5.2. Any legislated increase to the Superannuation Guarantee will be absorbed by the additional contribution already being made by the Company. Should the Superannuation Guarantee surpass 12% during the life of the Agreement, the Company will be bound by the Superannuation Guarantee legislation.
- 10.5.4 For Employees who continue to be members of the “Defined Benefit” section of Maritime Super Division of Hostplus, the Company agrees to contribute the additional 3% as defined in “the Accumulation Plus Trust Deed of Hostplus (Maritime Super Division)” to an accumulation account of the member of Maritime Super Division of Hostplus. Any legislated increase to the Superannuation Guarantee will be absorbed by the additional contribution made by the Company.
- 10.5.5 All Company and Employee superannuation contributions will be remitted to the fund of choice at least monthly, or an alternative frequency as otherwise agreed but no less frequently than the legislated minimum frequency.

11. Classifications and Rates of Pay

- 11.1 Employee classifications shall be based upon the relevant provisions of the Stevedoring Award.
- 11.2 Clause 11 rates of pay are based on a 35 hour week. The following rates are for each classification:

Grade	On Approval 8%	01.02.25 7%	01.02.26 4%	01.02.27 4.5%
1	\$1,171.79	\$1,253.81	\$1,303.97	\$1,362.65
2	\$1,287.31	\$1,377.42	\$1,432.51	\$1,496.98
3	\$1,386.75	\$1,483.83	\$1,543.18	\$1,612.62
4	\$1,499.69	\$1,604.67	\$1,668.85	\$1,743.95
5	\$1,545.20	\$1,653.36	\$1,719.50	\$1,796.88
6	\$1,707.91	\$1,827.47	\$1,900.56	\$1,986.09

- 11.3 Clause 11 hourly rates of pay are as follows:

Grade	On Approval 8%	01.02.25 7%	01.02.26 4%	01.02.27 4.5%
1	\$33.48	\$35.82	\$37.26	\$38.93
2	\$36.78	\$39.35	\$40.93	\$42.77
3	\$39.62	\$42.40	\$44.09	\$46.07
4	\$42.85	\$45.85	\$47.68	\$49.83

5	\$44.15	\$47.24	\$49.13	\$51.34
6	\$48.80	\$52.21	\$54.30	\$56.75

- 11.4 Salaries for FSE's shall be as set out in Part B and the applicable Appendices for their Terminal.
- 11.5 Each Employee will be paid a \$2,000 (gross) sign on bonus included in the first pay period following approval of the Enterprise Agreement by FWC.
- 11.6 An Employee will be entitled to the following allowances where applicable:

11.6.1 Trainer's Allowance

- (a) A trainer's annual allowance will be paid to accredited trainers appointed by the Company in accordance with the table below. The allowance does not form part of the salary for the purposes of calculating the bonus and is paid fortnightly with the salary. Appointments are for a period of one (1) year. There shall be no automatic reappointment, reappointment shall be subject to business requirements.

On Approval	01.02.25	01.02.26	01.02.27
\$3,784.41	\$4,049.31	\$4,211.29	\$4,400.80

- (b) A VSE trainer at the direction of the employer, shall be paid at the appropriate grade for the task. For example when training an employee in a crane they will be paid the grade allocated to crane operators in accordance with the Agreement. Additionally, VSEs shall receive a penalty of one and half times (1.5) that rate for the period they are conducting the training or the appropriate applicable rate to the shift performed whichever is higher. This penalty is in lieu of any additional shift penalties or overtime the VSE may be entitled to during the training shift.

11.6.2 Meal Allowance

Other than where a meal allowance has been incorporated into a salary, a meal allowance will be paid in accordance with the Stevedoring Award and the table below.

On Approval	01.02.25	01.02.26	01.02.27
\$23.91	\$25.58	\$26.61	\$27.81

11.7 Attendance at committee meetings

- 11.7.1 A VSE or Supplementary Employee who has been properly elected to serve on the ERC or the HSEC shall be paid at the Clause 11 Grade 2 Rate plus a 1.5x loading for attendance at the following meetings:

- (a) Employee Representative/Site Committee meetings as prescribed by this Agreement and authorised by management;
- (b) Health, Safety and Environment Committee meetings as prescribed by this Agreement and authorised by management; and
- (c) Enterprise Agreement negotiation meetings authorised in advance by management.

- 11.7.2 FSE's attending Committee meetings in their rostered off periods will have the option to accrue a DIL up to a maximum of ten (10) days or to be paid overtime. After the 10 DIL have been exceeded they will receive overtime for attendance at these meetings.

- 11.8 A stevedoring Employee shall perform all relevant functions of the Employee's grade for which the Employee is qualified and all lower grades, and may relieve an Employee in a higher grade in the following circumstances:

- 11.8.1 the higher duties are performed as part of a training program, in which circumstance there shall be no additional payment; or

- 11.8.2 the Employee performing those duties is qualified to perform such work which is on an irregular basis and those duties do not form a substantial part of the Employee's usual work, in which circumstance the Employee shall be paid for the shift worked at the rate applicable to the higher grade.
- 11.9 At the review specified in clause 39.3.1 an Employee's worked shifts (which exclude attendance at training and meetings) will be reviewed. Where the exercise of higher duties occurs on at least 70% of worked shifts over a 12 month period an Employee will be upgraded as per the examples below.
- For example:
- A grade 4 Employee works 50% as a grade 6 and 20% as a grade 5 that triggers a grade 6 position which will be filled in accordance with the selection criteria.
- A grade 4 Employee works 20% as a grade 6 and 50% as a grade 5 that triggers a grade 5 position which will be filled in accordance with the selection criteria.
- 11.10 This clause shall apply unless varied in Part B. An Employee performing work at a lower grade shall maintain his/her graded rate of pay for such work.

12. Salary Cap

- 12.1 It is intended the individual earnings of VSE's and Supplementaries within any financial year does not exceed the sum of:
- 12.1.1 the highest annual Grade 6 Operations or Maintenance Salary for maintenance workers as described in the applicable Part B;
- 12.1.2 plus \$7,000.
- For the purpose of this clause, earnings from bonus payments and CPDs will not be taken into account when determining the earnings of VSE's and Supplementaries in any financial year.
- 12.2 The Company will ensure that there is a fair and equitable opportunity for work for all VSEs and Supplementaries in relation to their respective classification, skills, competencies, availability and performance.
- 12.3 Where a VSE or Supplementary Employee earns more than the amount described at 12.1, there will be a review of the reasons why it occurred, and a plan established to ensure the intent of clause 12 is maintained. This process will be conducted in consultation with the ERC and the Union. For example, if the reason the VSE or Supplementary Employee earned more than the salary cap is due to key skills, the Company will ensure it commences training of other Employees in the relevant key skill.

13. Salary Sacrifice – Novated Lease

- 13.1 Subject to agreement by the Company, eligible FSE's and VSE's with five (5) or more years of service, may elect in writing to forego part of their remuneration under a salary sacrifice arrangement for the purposes of entering into a novated lease in accordance with the applicable Company policies and procedures as varied from time to time. Any such salary sacrifice arrangement can only take effect after the Company has received the FSE's or VSE's written election in accordance with this clause.
- 13.2 If an Employee enters into a salary sacrifice arrangement, then in determining the applicable salary sacrifice amount, the Company will take into account the total cost to the Company of providing the agreed benefits, including any fringe benefits tax payable under applicable law, in respect of any component of the benefit provided under the salary sacrifice arrangement.
- 13.3 For the purposes of calculating an FSE's or VSE's redundancy entitlement in accordance with the clause 43.5.1, the applicable salary shall be the pre-sacrifice 'salary' as prescribed in this Agreement.

14. Hours of Work

14.1 FSE ordinary hours of work are as per the relevant roster in Part B. FSE hours worked in excess of the roster will be paid at overtime provisions in accordance with the Award and as set out at clause 15.

14.2 VSE's and Supplementaries hours of work shall be based upon the provisions of the Stevedoring Award (35 ordinary hours per week) and as specified in the relevant section of this Agreement.

14.3 Swing Shifts

14.3.1 From the commencement of this Agreement, Employees will not be permitted to elect to swing from Evening to Day Shift the following day (Swing Shift).

14.3.2 The Company may continue to allocate Employees to work a Swing Shift as a last resort where operational requirements dictate.

14.3.3 This clause will operate for a period of six months. This period may be extended to a maximum of 12 months after consultation.

14.3.4 The Company may in exceptional circumstances swing an Employee from Evening Shift to Day Shift with a minimum of 10 hour break between shifts. At the Company's election it may conclude Evening Shift two (2) hours early or delay the start of Day Shift by two (2) hours. The Employee will only be required to work 6 hours but will be paid for 8 hours.

14.3.5 These arrangements exclude attendance at ERC and safety meetings.

14.4 Shift Penalties and premiums

14.4.1 VSE and Supplementaries will be paid the following penalty rates for each respective shift:

Shift	Mon-Fri	Saturday	Sunday
Day	Nil	Double the applicable clause 11 rate	Two and half times the applicable clause 11 rate
Evening	One and half times the applicable clause 11 rate		
Night	Double the applicable clause 11 rate	Two and a half times the applicable clause 11 rate (first shift Sunday)	Double the applicable clause 11 rate (first shift Monday)

14.4.2 FSE salaries incorporate the above shift penalty rates.

14.5 Payment for Upgrades

14.5.1 An Employee upgraded to a higher graded position during the shift for two (2) hours or more will receive an extra payment for the upgrade at the applicable rate set out in clause 11 of this Agreement, for the difference related to the two (2) skill grades.

14.5.2 An Employee who is required to perform any work or task of a higher salary level or graded position, for less than two (2) hours on a shift, will receive no upgrade payment.

14.5.3 Upgrades that occur on shift extensions (including for FSEs) shall be paid in accordance with the Stevedoring Award at the rates set out in clause 11 of this Agreement.

14.5.4 A FSE performing work at a lower grade, shall maintain his/her appointed graded rate of pay for any such work.

14.5.5 A VSE and a Supplementary Employee will be paid the graded rate for work performed during ordinary hours, overtime and extensions.

- 14.6 An Employee upgraded to Grade 7 work (as defined in the Stevedoring Award) during a shift, shall be paid an hourly rate in accordance with the table below, in addition to the appropriate payment as a Grade 6.

On Approval	01.02.25	01.02.26	01.02.27
\$9.74	\$10.42	\$10.84	\$11.33

Shift and holiday premiums will be applied to this Grade 7 upgrade payment

14.7 Breaks

- 14.7.1 It is the intent of all parties that any Employee is required to actually work on the job for the rostered shift length less the agreed meal breaks. For example, an Employee required to work an 8-hour shift will be required to perform 7.25 hours of actual work.
- 14.7.2 Washing / walking time, over and above the agreed rest periods, will average no more than 10 minutes per shift for all Employees, to a maximum of 16 minutes in any one shift for any one Employee.
- 14.7.3 Where work arrangements provide for task rotation, 'hot seat changeover' or a work/task matrix applies, rest breaks are inclusive of wash and walk time where total breaks are 60 minutes or more. For example, however not limited by, Melbourne Road Straddle and Brisbane manning.

14.8 Shift Length

- 14.8.1 12- hour shifts may be introduced only when agreed between the Company and the Union or a majority of Employees at the workplace in order to accommodate fluctuating work requirements such as in small ports. Where 12 hour shifts are introduced, the ordinary hours must not exceed an average of 35 hours per week. 12- hour shifts are inclusive of meal breaks and rest periods.

15. Overtime (other than Shift Extensions)

- 15.1 Overtime may be offered to an Employee and the Employee is free to accept or decline an offer to work such overtime.
- 15.2 All hours worked in excess of or outside the ordinary hours of work of the Employee shall be paid in accordance with the overtime provisions in the Stevedoring Award, that is, all shifts Monday to Saturday at double time and all shifts on Sunday at two and a half times. For the purpose of calculating an Employee's overtime rate, the single time hourly rate shall be the applicable weekly rate for the Employee's classification prescribed in clause 11 - Classifications and Rates of Pay of this Agreement divided by 35.
- 15.3 In so far as is practicable, the principle of fairness and equity will be applied by the Company in respect of the opportunity for Employees to work overtime.

16. Days in Lieu (DIL)

- 16.1 Where an Employee accrues a DIL, these days may be added to either end of the leave period by mutual agreement. Any days accrued but not taken will be taken in accordance with the table below and Part B of this agreement.
- 16.2 Minimum DILs per site will be approved on the basis of the following table and rules:

	FIT	PBT	WST	FRT
Number per day (Monday- Friday)	3	6	6	3
Number per shift	1	2	2	1
Number per day (Saturday- Sunday)	2	3	3	2

- 16.3 A DIL may be applied for at any time with any notice and will be automatically approved subject to the above limits to a maximum of 1 Foreman, 1 Equipment Controller and 1 Cargo Care per shift and on weekends. Nothing prevents the Company from approving additional DIL applications if it is able to, subject to business requirements.
- 16.4 FSEs utilising a DIL on an Irregular shift will not be required to work the night shift following the DIL provided they give at least 7 days' notice of applying for the DIL. This provision will be limited to 1 per year per FSE. The Application is to be made in accordance with 16.2 and 16.3. This clause will not be taken as precedent for any other matters contained in this Agreement.
- 16.5 Any other days/shifts over and above the table will be approved subject to skills and labour availability.

17. Allocations

- 17.1 The Company retains responsibility for placement and allocation of labour. The Company will ensure that there is a nominated on-site representative contactable for allocation queries during normal business hours. Allocations procedures and errors will be monitored and discussed regularly at ERC meetings.

18. Variable Salary Employee (VSE)

18.1 Terms of engagement

- 18.1.1 VSE's shall be recruited and trained in accordance with the Company's requirements.
- 18.1.2 A VSE will be available for totally irregular allocation, this does not prevent the Parties entering into an indicative roster by agreement.
- 18.1.3 A VSE must be reasonably available to meet the VSE Minimum Salary and business requirements. A VSE who exceeds 27 scratchings in a 28 day period will be ineligible to receive the Minimum Salary as set out in clause 18.5 below.
- 18.1.4 A VSE shall not be required to work more consecutive shifts than the equivalent FSE in the same location.
- 18.1.5 A VSE may elect to downgrade to a Supplementary employee by giving 4 weeks' notice to the Company. All entitlements shall be paid out at the end of the notice period. In these circumstances the Employee shall not be eligible for promotion under clause 19.2.1 of this Agreement.

18.2 Hours of Work

- 18.2.1 VSE Operations
- (a) A VSE Operations will be allocated to work an eight (8) hour shift other than where they are allocated to a four (4) hour shift in accordance with this Agreement. Where a VSE Operations is allocated to a four (4) hour shift, and the shift is extended, a payment will be paid to the Employee at the applicable shift rate of a minimum of eight (8) hours.
- 18.2.2 VSE Maintenance
- (a) A VSE Maintenance may be allocated to work a ten (10) or twelve (12) hour shift in accordance with Part B FSE maintenance roster arrangements.
- (b) Where a VSE Maintenance is allocated to offsite training, they will be allocated to a minimum of an eight (8) hour shift.
- (c) VSE Maintenance shall be allocated in a manner to not exceed an allocation of 60% day shift or 60% night shift (Monday to Friday) in any financial year.

18.3 **Scratchings**

- 18.3.1 A VSE may scratch 27 shifts in 28 days. For the avoidance of doubt, each 28 day period will run over two consecutive pay cycles and reset. The period will commence Monday dayshift on day 1 and finishing on Sunday nightshift on day 28. Any scratchings left over or not used cannot be carried over.
- 18.3.2 A maximum of 50% of the total pool of VSEs can scratch on weekend shifts. Application of this clause will be determined in Part B.
- 18.3.3 For the life of this Agreement only, all VSE scratching arrangements remain in place and can only be changed by mutual agreement between the Company and Employees.
- 18.3.4 Where a dispute arises between the Parties about clause 18.3.3, the Company may refer the matter to the Fair Work Commission for conciliation only.
- 18.3.5 Should circumstances arise where an employee requires additional unavailability, the Company may consider a request on a case-by-case basis at their discretion.

18.4 **Payment**

- 18.4.1 A VSE Operations will be engaged as a grade 2 in accordance with the Stevedoring Award. Subject to clause 14.5, where a VSE Operations is engaged in work of a higher grade, the Employee shall be paid the rate for the higher grade.
- 18.4.2 From the commencement of this Agreement, a VSE Maintenance will be engaged as a Grade 6 in accordance with the Stevedoring Award
- 18.4.3 Payment for public holidays and time worked by a VSE including higher duties, shift premiums, consolidated allowance (where applicable) and overtime work shall be off-set against the Employee's VSE Minimum Salary prescribed in sub-clause 18.5 of this Agreement. Annual Leave and Long Service Leave premiums shall be paid in addition to the VSE Minimum Salary and shall be exempt from any payback arrangement.
- 18.4.4 The VSE Minimum Salary will not apply whilst a VSE is in receipt of workers' compensation payments (refer to Clause 31). A VSE shall be entitled to payment of the rates as specified in clause 11– Classifications and Rates of Pay of this Agreement, and shift premiums, holiday premiums, overtime and meal allowances where applicable in accordance with the Stevedoring Award.
- 18.4.5 The ordinary time hourly rate of a VSE shall be the weekly rate for a grade 2 VSE Operations Employee or grade 6 VSE Maintenance Employee, as specified in clause 11 which shall apply for all hours worked during the rostered shift hours applicable to full-time permanent Employees in the work section to which the VSE is assigned. Shift and holiday premiums apply in addition to the ordinary time hourly rate in accordance with the Stevedoring Award. All hours in excess of the rostered shift hours shall be paid at overtime rates on each Monday to Friday and all hours worked on a weekend shall be paid at the applicable Stevedoring Award premium rate.
- 18.4.6 A Maintenance VSE, when working fixed 12 hour shifts will be paid at the following shift premiums:
- (a) Monday - Friday Day shift 0600 – 1800, all hours paid at clause 11
 - (b) Monday - Friday Night shift 1800 - 0600 all hours paid at clause 11 x 2
 - (c) Saturday Any shift; all hours paid at clause 11 x 2
 - (d) Sunday Any shift, all hours paid at clause 11 x 2.5

18.5 **VSE Minimum Salary**

- 18.5.1 A VSE Operations will receive a Minimum yearly Salary as set out in the following table:

On Approval	01.02.25	01.02.26	01.02.27
\$87,841.80	\$93,990.73	\$97,750.36	\$102,149.12

18.5.2 A VSE Maintenance will receive a Minimum yearly Salary as set out in the following table:

On Approval	01.02.25	01.02.26	01.02.27
\$110,000	\$117,700.00	\$122,408.00	\$127,916.36

18.5.3 A VSE shall receive the Minimum Salary described in clause 18.5 or their actual earnings each fortnight, whichever is the greater. The Company provides VSE's with a minimum salary on the basis that available work and earnings shall cover the amount paid annually.

18.5.4 Where the VSE Minimum Salary is not sustainable for the VSE pool at the Terminal, the matter will be dealt with through the Workforce Review Mechanism clause of this Enterprise Agreement.

18.5.5 In the event that a VSE's actual earnings do not meet the Minimum Salary in any fortnight, that amount will be deducted from actual earnings in the next six (6) pay periods from earnings above the Minimum Salary. If the Company has not recovered the full amount of debt from an individual employee within this period, a repayment plan shall be entered into by the employee.

18.5.6 In addition the employee may cease receiving the Minimum Salary (subject to the VSE earnings for the Terminal remain at or near the Minimum Salary) and the employee will instead be paid for hours worked until the debt is repaid. Once the debt is fully repaid the employee will be reinstated to receiving the Minimum Salary from the next pay period.

18.6 Allocation (VSE Maintenance)

18.6.1 VSE's (Maintenance) will be provided with an indicative weekly roster by 3pm Friday, showing predicted rostering for the following week, this is not confirmed until the Notification Procedures applicable at a site level has occurred.

18.7 Consolidated Allowance

18.7.1 VSE's are paid a Consolidated Allowance for each shift worked. The Consolidated Allowance is an all up rate to take into account allowances applicable under the Stevedoring Award. The Consolidated Allowance will be offset against the VSE Minimum Salary in clause 18.5. The following allowance is applicable as per the table below:

On Approval	01.02.25	01.02.26	01.02.27	
Consolidated Allowance	\$50.18	\$53.69	\$55.84	\$58.35

18.8 VSE Self Funded Planned Days Off (Paid)

18.8.1 A VSE may voluntarily elect to apply for up to ten (10) days (non-accruable) self-funded planned time off in a twelve (12) month period, where each day is valued at 1/5th of the VSE Minimum Salary. These days can be applied for seven days in advance and will be approved subject to the table below:

	FIT	PBT	WST	FRT
Number of employees who will be granted leave per day	4	7	7	4

18.8.2 Employees who do not want to participate in the scheme need to opt out of the scheme by 1 December 2024.

18.8.3 The scheme will apply from 1 February each year.

- 18.8.4 An Employee cannot access a day off until they have accrued the equivalent value of full day in 'bank'.
- 18.8.5 Once in the scheme it is up to the Employee to advise the Company in writing that they would like to opt out.
- 18.8.6 An Employee may opt in or opt out by giving written notice to the Company by 1 December in any given year
- 18.8.7 Employees can accrue a maximum of ten (10) VSE self-funded days, any days in excess of ten (10) will be cashed out. Employees may carry over up to two (2) days per year.
- 18.8.8 Where an employee fails to apply for VSE days in a twelve (12) month period, they will be unable to participate in the scheme the following year.

19. Supplementaries

19.1 Terms of Engagement

- 19.1.1 Supplementaries shall be recruited and trained in accordance with the Company's requirements.
- 19.1.2 Supplementaries shall not be placed in roster panels and shall be available for totally irregular allocation.
- 19.1.3 Any redundancy provisions applicable to Permanent Employees shall not be applicable to Supplementaries.

19.2 Conversion to Permanent Employment (VSE)

- 19.2.1 All Supplementary Employees who satisfy the following criteria will be eligible for conversion to VSE.
 - (a) the employee must have been working regular shifts for at least six (6) months; and
 - (b) the employee's earnings for the previous rolling six (6) months exceed the pro-rated VSE Minimum Salary; and
 - (c) Average earnings of the existing VSEs at the Terminal have in the past six (6) months exceeded the VSE minimum salary as set out in clause 18.5 by more than 15%.
 - (d) The appointment will be subject to satisfactory performance.
 - (e) This clause operates to exclude clause 11.4 of the Award in respect of right to request casual conversion.

19.3 Payment

- 19.3.1 A Supplementary Employee will be engaged as a grade 2 in accordance with the Stevedoring Award. Subject to clause 14.5, where a Supplementary is engaged in work of a higher grade, the Employee shall be paid the rate for the higher grade.
- 19.3.2 Supplementaries shall be entitled to an hourly rate equivalent to 1/35th of the weekly rate as specified in clause 11 plus a loading of 25%, shift and holiday premiums, overtime and meal allowances where applicable in accordance with the Stevedoring Award. Supplementary Employees are not entitled to receive the consolidated allowance.
- 19.3.3 Where a Supplementary Employee is allocated to work an eight (8) hour shift in a terminal, and the shift is extended, overtime payments will apply in accordance with this Agreement. Where a Supplementary Employee is allocated to a four (4) hour shift, and the shift is extended to a minimum 8 hours, the Employee will be paid 8 hours at the applicable shift rate.

19.4 Recruitment

- 19.4.1 The Company will consult with the Union and ERC prior to any recruitment process for the employment of any Supplementary Employees.

20. Union Conferences, Training and Education Leave

20.1 Union Conferences

- 20.1.1 For the purposes of this clause the term conference will include MUA conferences; CFMMEU national conference; ITF or IDC conferences.
- 20.1.2 The terminal manager will approve during the life of the Agreement Branch and National conferences as set out in 20.1. Attendance will be capped for each conference to a maximum of five (5) persons, from each site to a maximum of five (5) days per person equalling a maximum of 25 days for any one conference per site per annum. Attendances at conferences will be capped for the nominal period of the Agreement as follows:
- 20.1.3 Union Conference leave is capped at 200 days per Terminal for the nominal life of the Agreement (Union Conference Days Pool). In a period beyond the nominal life of the Agreement a pro-rated amount will apply.

20.2 Union Training and Education

- 20.2.1 Subject to the provisions of this clause an Employee nominated by the Branch Secretary of the Union in the State in which the Employee resides, shall be entitled to attend union training and education (Union Training Days Pool) without loss of ordinary time earnings.
- 20.2.2 Without limiting the generality thereof, union education and training shall include structured training under the direction of qualified training staff, conferences, meetings and/or workshops conducted by the Union or by external agencies approved by the Union which contribute to the Employee's understanding of workplace issues and enhance the development of constructive relationships within the enterprise.
- 20.2.3 Union Training and Education leave used for the purpose of ITF contact training is capped at 20 days which comes out of the Union Training Days Pool.
- 20.2.4 Unless otherwise agreed to by the manager, leave under the Union Training Days Pool shall be limited to the equivalent of 5 per cent of Employees taking five (5) days' leave in each financial year from the date of implementation of this Agreement and subject to 20.2.3 and 20.3 in any variation thereof as sought by the Union Branch Secretary.
- 20.3 The manager of the enterprise shall not unreasonably withhold approval for an Employee to attend union training and education or the nominated Conferences as set out above, provided that the Branch Secretary forwards reasonable written notice setting out the times; dates; venue; and whether it is a conference or union education and training. Provided also, the operations of the enterprise are not unduly affected by the Employee's absence. Nothing in this clause precludes joint union/management training and education as agreed between the parties.
- 20.4 For the purposes of this clause ordinary time earnings referred to in 20.1 means the earnings for shifts that the Employee would have otherwise been rostered to work in accordance with their contract of employment, other than for approval to attend union conferences, education and training. Salaried Employees shall be paid at the salaried rate as specified for the Employee's classification in the relevant section of this Agreement.
- 20.5 This clause is not intended to operate for the purposes of leave for Employee Representatives required to be absent from work to assist the Union represent its member's interests or for participating in the formal structures of the Union and for which separate arrangements are made elsewhere within this Agreement.

20.6 Inductions

The Company will provide access to permit holders of the Union to present up to a 2 hour introduction as part of the induction for all new Employees. The timing will be nominated by the Company.

21. Vocational Training and Education

21.1 Purpose of this clause

The provisions of this clause have the purpose of enhancing the ability of each Employee to realise their full potential and to contribute to accordance with operational requirements towards the improved efficiency, reliability and competitiveness of the Company's operations.

21.2 Training standards and qualifications

Vocational training and education provided to Employees shall be in accordance with the relevant requirements of the Company Training Packages as endorsed by the Australian Qualifications Framework or other endorsed training packages such as for example, the national engineering training package in the case of trade related training and lead to nationally recognised qualifications.

21.3 Application of training

Consistent with the abovementioned, competency-based training and education including related processes such as the use of standards and assessment will be utilised for a variety of purposes including selection and recruitment, entry level training such as traineeships and trade apprenticeships as well as skill enhancement and promotional opportunities and the formal recognition of skills previously obtained but not recognised for new and existing Employees. Such processes shall not be utilised in a negative manner such as for disciplinary purposes.

21.4 Training delivery

21.4.1 Competency-based training involves both structured training and practical work experience to obtain full competency and proficiency and may be delivered on or off the job or through a combination of both. The Company where appropriate may maintain qualified workplace trainers and assessors sufficient for its operational needs, some of whom may not be engaged in such duties on a full-time basis.

21.4.2 As part of their normal duties, other experienced Employees when requested by the Workplace Trainer, are required to assist in the skills enhancement of others by monitoring and coaching their work during the gaining of practical experience.

21.4.3 Technical training will be provided by in-house technical trainers where employed, however the Company may utilise external registered training organisations and/or qualified training personnel as required.

21.5 Access to training

21.5.1 Vocational training and education may be offered to Employees as part of a formal training plan developed for example, as part of a traineeship or apprenticeship. Training may also be offered on the recommendation of a supervisor or upon application by an Employee. Eligibility for training is subject to the Selection Criteria as set out at Appendix 2.

21.5.2 In Straddle operations, where supported by local terminal needs it is the intention of the Company to train new Employees in a straddle within the first twelve (12) months of employment.

21.5.3 In all other modes of operation, where supported by local terminal needs it is the intention of the Company to provide two (2) skills to a new Employee within the first twelve (12) months of employment.

21.6 Consultation

The Company will encourage and support consultative mechanisms including from Employee Representatives and supervisory and training personnel appropriate to the size and nature of the operations for the purpose of making recommendations to management in respect of the effective implementation of vocational training and education within the workplace consistent with the provisions of this clause.

21.7 Rates of pay and expenses whilst undertaking training

- 21.7.1 A Permanent Employee, other than a VSE who undertakes vocational training and education approved by the Company shall not suffer any loss or gain of pay whether or not the training is on or off-the-job provided that where the training includes a period of practical work experience at a higher level, the Employee shall maintain the rate for the classification to which they are assigned.
- 21.7.2 A VSE or Supplementary Employee who undertakes vocational training and education approved by the Company shall be paid the Grade 2 rate whilst training in accordance with the terms of this Agreement.
- 21.7.3 Where an Employee attends off-the-job vocational training and education approved by the Company which is conducted by an external provider, e.g. TAFE for the purposes of obtaining post-trade qualifications and such training is conducted outside the Employee's normal hours of work, the time so spent shall be treated as time worked and the Employee credited with paid time off in lieu or such other agreed arrangement between the Employee and the Company.
- 21.7.4 Any costs associated with standard fees for prescribed courses and textbooks incurred by an Employee in connection with training approved by the Company shall be reimbursed by the Company upon completion of the Company approved training and the production of receipts evidencing such expenditure by the Employee. An Employee who attends such approved training and incurs expenses in excess of those normally incurred in travelling to and from work shall be reimbursed by the Company.

21.7.5 Travel Allowances

- (a) Where an employee is required to travel to another Terminal on a temporary basis they will be paid at the same rate as if you were otherwise working on shift for the periods below each way:
- (i) Travel between east coast Terminals, including Brisbane, Melbourne and Sydney will be 4 hours; or
 - (ii) Travel between Fremantle and east Coast Terminals will be 8 hours.
- (b) Cab charge vouchers will be provided for travel from home to airport and return. Alternatively, where it is a more cost effective option reimbursement of car parking at the airport may be provided instead. Employees must provide all receipts.
- (c) The Company may provide a hire-car for use on arrival at the alternative location's airport. It will pre-pay this service including insurances and tolls, but the employee will be responsible for the safe operation of the vehicle at all times and compliance with road rules. Employees may use alternative transport as required.
- (d) Where an employee is required to stay overnight the employer will provide accommodation. A daily allowance will be provided to cover meals, in accordance with the below table:

Breakfast	Lunch	Dinner
\$32.10	\$36.10	\$61.50

- (e) Where an employee requires reimbursement of any expenses or incidentals a tax receipt will be required. The Company will promptly reimburse these expenses.
- (f) An Employee required by the employer to remain in an alternative Terminal on a Saturday, Sunday or holiday, but not required to work will be paid their applicable rate for an 8-hour minimum engagement for each day away, in the alternative, the employee may, at the employer's discretion, be returned to their home port at the employer's expense.

21.8 Licences, trade certificates and qualifications

- 21.8.1 Where the Company requires an Employee to obtain or maintain a licence / trade licence, or any other statutory requirement or qualification i.e., High Risk Licence, the Company will reimburse the Employee for the costs associated with obtaining and maintaining such licence/ trade licence, or any other statutory requirement or qualification (upon provision of an acceptable receipt). Where practicable the Company will pay the expense directly rather than requiring an Employee to seek reimbursement. An Employee shall not suffer any loss of pay.
- 21.8.2 The Company is committed to completing the certification process for Cert II for those Employees who have completed the required training, via Recognition of Prior Learning (RPL). The timing of the completion of the RPL process will be determined at a local terminal level.

22. Annual Leave

- 22.1 Annual leave shall accrue and be taken in accordance with the relevant provisions of the Award unless otherwise stated in this Agreement.

22.2 Leave Entitlement

- 22.3 FSE's and VSE's will be entitled to five (5) weeks of annual leave (Monday to Sunday) provided that the distribution of annual leave across the various weeks of the roster cycle may be managed by the Company through the yearly leave plan prescribed in clause 22.6.2.
- 22.4 Any VSE appointed to a FSE position, will receive their annual leave accrued prior to the appointment, at the newly appointed FSE classification position as set out in Part B of this Agreement under Clause 11 Classifications and Rates of Pay.

22.5 Payment for Annual Leave shall be as follows:

- 22.5.1 FSE's shall be paid at the salaried rate as specified for the Employee's classification in the relevant section of this Agreement.
- 22.5.2 VSE Operations shall be paid in accordance with the VSE Operations Minimum Salary within this Agreement plus a loading of 27.5%. For the avoidance of doubt that will be 1/52 of the VSE Minimum Salary for one week of leave.
- 22.5.3 From the commencement of this Agreement, a VSE Maintenance who takes leave Annual Leave will have their leave paid at 1/5th of the VSE Maintenance Minimum Salary (see clause 18.5.2) plus a loading of 27.5%. Entitlements which existed prior to this Agreement will be paid at 1/5th of the VSE Operations Minimum Salary (see clause 18.5.1) and plus a loading of 27.5%. and must be used prior to accessing leave at the higher rate. For the avoidance of doubt that will be 1/52 of the VSE Minimum Salary for one week of leave.

22.6 Taking Annual Leave

- 22.6.1 The Parties recognise the benefits of ensuring Employees utilise annual leave and will encourage leave to be taken by Employees as leave accrues to prevent excess accumulation.
- 22.6.2 All employees are expected to take their annual leave entitlement in the year following, when it accrues.
- 22.6.3 A newly appointed VSE is exempt from the yearly leave plan in the first 12 months. A VSE may participate in the yearly leave plan in the first year and apply for leave based on actual accruals.
- 22.6.4 Once leave has been approved it cannot be cancelled, other than by agreement. Agreement will not be unreasonably withheld where operational necessity exists.
- 22.6.5 For clarity, if a public holiday falls during a FSEs annual leave where they would normally have been rostered on a Saturday or Sunday, and a public holiday falls on that Saturday or Sunday, they will be entitled to a DIL.

22.7 Yearly Leave Plan

- 22.7.1 A yearly leave program will be established in consultation with the ERC for all Permanent Employees to ensure that an even distribution of leave for each skill group is taken throughout the year and to manage the distribution of FSE and VSE leave (annual and long service leave) across the roster cycle, as per clause 22.6.2.
- 22.7.2 The Yearly Leave Plan ballot will be opened for Permanent Employees to nominate their preferred leave periods in February; and there will be two rounds where an Employee can re-apply for available periods if they did not receive their preferred leave periods in their first round application
- 22.7.3 The Yearly Leave plan will be prepared by 1 March and implemented effective 1 May each year and employees will be notified in writing of their leave period/s.
- 22.7.4 Each employee must nominate five (5) weeks of annual leave and any long service leave if requested
- 22.7.5 Where the employee has either not applied for leave or has been unsuccessful in obtaining their preferred leave requirements, they may be balloted leave to ensure their annual leave entitlement is allocated into the plan.
- 22.7.6 Any leave requests made outside of the ballot period will be considered for approval subject to operational requirements.
- 22.7.7 An Employee may by agreement with the Company be exempt from the Yearly Leave Plan and carry forward leave to the following year's leave plan. Unused leave continues to accrue from year to year.

22.8 Single Days of Leave

- 22.8.1 Where an Employee has an accrued annual leave balance of less than 35 hours he/she may apply to take those days as single annual leave day/s. The process for applying to take a single annual leave day is the same approach as applying for a DIL and as set out in clauses 16.2 - 16.5. In instances where an employee applies for the single annual leave days connected to a full week, where the request can be accommodated it will be granted. Annual leave balances of less than 7 hours as a result of a change of category of employment can be taken as a day of annual leave, however the payment will be equal to the hours accrued.

22.9 Excessive Annual leave

- 22.9.1 Where an employee has accrued more than 10 weeks' (350 hours) paid annual leave (or 8 weeks if not a continuous shiftworker) then the employee will be required to take annual leave in accordance with the process below:
 - (a) The Company and the employee will discuss and agree on a plan to reduce or eliminate the excessive leave. It is expected that all employees will take their five (5) weeks leave per year as outlined in clause 22.7.1.
 - (b) If there is no agreement about the plan to reduce the annual leave balance, the Company may direct the employee in writing to take one or more periods of annual leave of up to 175 hours in addition to any already allocated or planned leave in the Yearly Leave Plan, provided the Employee retains no fewer than 6 weeks of annual leave after taking the leave. in.
 - (c) The Company will provide at least 8 week's notice of the leave commencing and will not require the employee to take a period of annual leave of less than one week.

22.10 Cashing out of Annual Leave

- 22.10.1 An Employee may apply to cash out annual leave on the basis of exceptional circumstances only.
- 22.10.2 An Employee will be limited to cash out two (2) weeks of annual leave per financial year, provided an Employee's remaining accrued entitlement to paid annual leave being no less than 4 weeks
- 22.10.3 A cap of forty (40) weeks per annum across all four (4) Terminals will apply.

22.10.4 Any cashing out arrangement will be confirmed in writing between the Employee and the Company.

22.11 Continuous Service

22.11.1 Continuous service for the purpose of calculating twelve months continuous service in relation to annual leave, the following absences should be calculated as time worked:

- (a) any period of paid leave granted by the Employer; or
- (b) any absence because of personal illness or accident of which the Employee must provide reasonable proof; or
- (c) up to 28 days absence per year for a returned serviceperson receiving treatment at any hospital or rehabilitation centre for disability or illness resulting from war service; or
- (d) any absence on account of jury service or under subpoena in a court or other tribunal; or
- (e) any absence to attend consultation meetings in accordance with clause 37; or
- (f) any absence on paid compassionate leave; or
- (g) any absence with reasonable cause of which the Employee must provide reasonable proof; or
- (h) Any period an Employee is on Workers Compensation.
- (i) Any absence where an employee has applied for and been granted Income Protection payments, the accruals will be for 4 months only.

and if a dispute arises in relation to clause (f) it must be resolved according to the clause 47 Dispute Resolution.

22.11.2 Any Employee who is granted unpaid leave, is not covered by clause 22.11 and shall not be entitled to any accruals of Annual Leave and Long Service Leave. This shall not break continuity of service.

23. Personal Leave

23.1 This clause shall be read in conjunction with clause 25 of the Stevedoring Award.

23.2 An employee may take paid personal/carer's leave if the leave is taken:

- 23.2.1 because the employee is not fit for work because of a personal illness, or personal injury, affecting the employee; or
- 23.2.2 to provide care or support to a member of the employee's immediate family, or a member of the employee's household, who requires care or support because of:
 - (a) a personal illness, or personal injury, affecting the member; or
 - (b) an unexpected emergency affecting the member.

23.3 Amount of Personal Leave

23.3.1 From 1 July 2024, a Permanent Employee will accrue on a progressive basis thirteen (13) days per year for use as both personal leave and carer's leave which accumulates from year to year.

23.3.2 From approval of the Agreement, any of the three (3) carer's leave days which remain unused, will be credited to the Employees personal leave balance and will be accrued.

23.3.3 The requisite evidentiary requirements and Absence Management process are outlined in Appendix 1.

23.4 Payment for Personal leave shall be as follows:

- 23.4.1 FSE's shall be paid at the salaried rate as specified for the Employee's classification in the relevant section of this Agreement.
- 23.4.2 VSE's (Operations) shall be paid one-fifth (1/5) of the weekly VSE Operations Minimum Salary for each day of leave.
- 23.4.3 From the commencement of this Agreement, a VSE Maintenance who takes Personal Leave will have their leave paid at 1/5th of the VSE Maintenance Minimum Salary (see clause 18.2.2). Entitlements which existed prior to this Agreement will be paid at 1/5th of the VSE Operations Minimum Salary (see clause 18.2.1) and must be used prior to accessing leave at the higher rate. For the avoidance of doubt that will be 1/52 of the VSE Minimum Salary for one week of leave
- 23.4.4 Where a permanent Employee has no entitlement to Personal leave and the Employee seeks carer's leave, the Company will consider the merits of the circumstance of the request and may apply its discretion to assist the Employee.
- 23.4.5 Casual employees (Supplementaries) are entitled to unpaid Personal leave in accordance with the Act and must comply with the evidentiary requirements set out in Appendix 1.

23.5 Personal Leave on termination of employment

- 23.5.1 An Employee will be paid the balance of any accrued but unused Personal Leave where their employment ends in the following circumstances:
- (a) If s/he retires, is made redundant or dies. In the case of death, the Employee's legal representative will be paid an amount equivalent to the Employee's unused accumulated personal leave entitlement;
 - (b) resigns after 5 continuous years of service;
 - (c) has their employment terminated after 5 continuous years of service; or
 - (d) is accepted by their superannuation fund as totally or permanently disabled.
- 23.5.2 Personal leave paid out in accordance with this subclause 23.5.1 will be paid at clause 11 - Rates of Pay where a day of personal leave is 8 hours.

23.6 Payment for excessive accrued personal leave

- 23.6.1 Where an Employee has accumulated in excess of 28 days unused personal leave, they may apply to receive payment for any amount of personal leave in excess of 28 days provided they do so between 1 July and 31 July each year. In cases of hardship, employees may apply at any time on a case by case basis. In each case of payment under this subclause 23.6.1:
- (a) paid personal/carer's leave must not be cashed out if the cashing out would result in the employee's remaining accrued entitlement to paid personal/carer's leave being less than 15 days; and
 - (b) each arrangement for personal leave to be paid out must be separately agreed in writing and signed by the Company and the Employee; and
 - (c) the Employee will be paid at least at the rate the Employee would have received if the leave had been taken. For the avoidance of doubt:
 - (i) An Operations FSE will be paid 8 hours at their salary rate.
 - (ii) A Maintenance FSE will be paid for their rostered shift length at their salary rate
 - (iii) An Operations VSE will be paid one-fifth (1/5) of the weekly VSE Operations Minimum Salary for each day of leave.
 - (iv) A Maintenance VSE will be paid one-fifth (1/5) of the weekly VSE Maintenance Minimum Salary for each day of leave

- 23.6.2 In assessing the requests for cash out of personal leave the Company will impose a cap or limit on the number of applications that will be approved within the year, which will be up to \$500,000 per annum divided amongst the four (4) Terminals. The cap will be allocated as follows:

FIT	PBT	WST	FRT
\$80,000	\$170,000	\$170,000	\$80,000
Where there is an undersubscription at any Terminal, the balance will be equally distributed to the Terminals which may have been oversubscribed.			

- 23.7 If during a period of annual leave an Employee is certified by a qualified medical practitioner as being incapacitated to an extent that s/he would be unfit to perform his or her normal duties, any such period will, provided that the Employee has advised the Company of the incapacity and provided also that the Company may nominate the medical practitioner, be deducted from the Employee's personal leave entitlement and a corresponding annual leave credit allowed. The additional period of annual leave will not attract the annual leave loading.

23.8 Gifting of Personal/Carer's Leave

- 23.8.1 Permanent Employee(s) covered by this Agreement may elect to gift one or more days of Personal/Carer's Leave or existing DIL balance to an Eligible Employee.

- 23.8.2 An Eligible Employee is an Employee unable to attend work for any of the following reasons:

- (a) genuine medical;
- (b) compassionate; or
- (c) carer's responsibilities.

- 23.8.3 Operation of the Gifting provision

- (a) The Eligible Employee has exhausted all of his/her Personal/Carer's Leave and is not in receipt of Income Protection or Workers Compensation payments.
- (b) The Eligible Employee may notify their nominated representative but must notify the Company directly of the circumstances why they qualify to become an Eligible Employee.
- (c) Once eligibility is determined, Employees will be notified that there is an Eligible Employee and Employees are invited to Gift leave if they wish.
- (d) Permanent Employees who wish to gift Personal Leave or accrued DIL will be able to do so, individually, via a signed form.
- (e) The Company will accept Gifting forms for a period of up to four (4) weeks.
- (f) The Personal Leave or DIL balance of the employee(s) gifting leave will be reduced by one day for each day of Personal Leave or DIL gifted. An employee who is gifting Personal Leave must retain a minimum accrued balance of 5 days Personal Leave. Gifting that takes an Employee's Personal Leave balance below this level will not be approved.
- (g) There is no upper limit on how many days an Employee may gift an Eligible Employee.
- (h) The Company will convert any leave gifted into a dollar value. This value will then be converted into the Eligible Employee's personal leave balance based on their salary rate /VSE minimum salary rate.
- (i) Once the leave is Gifted it becomes that of the Eligible Employee.
- (j) The Eligible Employee in receipt of gifted leave shall have the number of hours gifted assigned to their balance.
- (k) The Eligible Employee is required to update the Company on their circumstances monthly, or less frequently as otherwise advised.

- (l) A review will occur after the first three (3) months absence and every (3) three months thereafter.
- (m) If an Eligible Employee is Gifted leave and s/he returns to work before they have exhausted their Gifted leave it may be cashed out in accordance with clause 23.6 above.

24. Compassionate Leave

- 24.1 An Employee is entitled to three (3) days' leave on each occasion of death of a member of the Employee's immediate family or household.
- 24.2 The Employee must give the Company notice of the intention to take such leave as soon as practicable after the death and give the Company satisfactory evidence of such death.
- 24.3 Payment for Compassionate leave shall be as follows:
 - 24.3.1 FSE's shall be paid at the salaried rate as specified for the Employee's classification in the relevant section of this Agreement.
 - 24.3.2 VSE's shall be paid one-fifth (1/5) of the weekly VSE Minimum Salary for each day of leave.
 - 24.3.3 Casual Employees (Supplementaries) are entitled to Compassionate Leave, this leave is unpaid in accordance with the Act.

25. Parental Leave

- 25.1 The Company has a Parental Leave Policy. At the commencement of this Agreement, the Company will provide to primary carer's who are eligible for Government Paid Parental Leave (as set out in the Paid Parental Leave Act 2010) top-up of any entitlements, paid on a fortnightly basis to a maximum salary of \$150,000 or the Parental Leave Policy (whichever is higher). Additionally, non-primary carer's will be able to access three (3) weeks paid secondary carer's leave in addition to any statutory leave that may be available.
- 25.2 This entitlement may vary during the life of this Agreement and in this event clause 25.1 will not apply.

26. Long Service Leave

- 26.1 An Employee shall be entitled to Long Service Leave (LSL) in accordance with this Agreement and the Stevedoring Long Service Leave Award except as varied herein.
 - 26.1.1 Old long service leave accrued prior to 30 June 2011 was accrued at the rate of 0.87 weeks per year of completed service.
 - 26.1.2 All Permanent Employees' LSL accrual after 1 July 2011 accrues at the rate of 1.3 weeks per year of completed service.
 - 26.1.3 Employees will have access to long service leave entitlements when they have accrued 13 weeks.
 - 26.1.4 An Employee shall be entitled to pro rata long service leave if an Employee has completed at least 7 years qualifying service and is eligible for pro rata long service leave as set out in the Stevedoring Long Service Leave Award.
 - 26.1.5 For the avoidance of doubt, time spent in supplementary employment shall be counted for the purposes of long service leave entitlements. This subclause will not apply to Employees whose employment with the business ceased prior to the commencement of this Agreement.
- 26.2 Payment for long service leave shall be as follows:
 - 26.2.1 FSE's shall be paid at the salaried rate as specified for the Employee's classification in the relevant section of this Agreement.

- 26.2.2 VSE's shall be paid LSL at the weekly VSE Minimum Salary plus a loading of 27.5%.
- 26.2.3 Any entitlement to LSL for Supplementary Employees is in accordance with applicable Stevedoring Long Service Leave Award.
- 26.3 VSE's appointed to an FSE position will have their LSL converted to the FSE salaried rate at the rate of the appointment.
- 26.4 Accrued LSL may be taken in weekly blocks.
- 26.5 LSL applied for by 1 March for the yearly leave plan will be prioritised; ad hoc requests throughout the year will only be granted if it can be operationally accommodated.
- 26.6 If other employees seeking to take LSL exceed the agreed yearly leave plan numbers, the employee with the most LSL will be prioritised. LSL will not be cashed out during the course of employment.

27. Jury Service

- 27.1 The provisions of the Act shall apply in relation to jury service.
- 27.2 In addition to the provisions of the Act, if a Supplementary or a VSE is required to be absent from work as a result of jury service, the Employee shall be entitled to be paid 8 hours at the clause 11 Grade 2 rate of pay for each day of service up to a maximum of 10 days.

28. Domestic and Family Violence Leave

- 28.1 The Parties to the Agreement are committed to providing support to employees who experience domestic and/or family violence. The Company has a Domestic and Family Violence Support Policy which makes provision for discretionary leave, including paid leave options and various support mechanisms and avenues for assistance. Paid domestic or family violence leave shall be paid as follows:
 - 28.1.1 FSE – without loss of pay
 - 28.1.2 VSE & Supplementary - 8 hours at clause 11 rate.
- 28.2 An Employee who takes a week of paid domestic or family violence leave shall be entitled to be absent for seven days but shall be paid for 5 days.

29. Community Service Leave

- 29.1 Employees are able to access community service leave in accordance with the Act. Payment will be made in accordance with the Leave Policy and Procedure as amended from time to time).

30. Public Holidays and Closed Port Days

Employment category	Availability
FSE	PBT – rostered FIT, FRT, WST volunteers in the first instance otherwise compelled in accordance with roster. A FSE on a rostered day off that falls on a public holiday, will not be entitled to a DIL other than where agreed and specified in Part B.
VSE	Required to be reasonably available for work on public holidays; if insufficient volunteers may be compelled to work in accordance with Part B arrangements.
Supplementary	Required to be reasonably available for work on public holidays

Closed Port Days

- 30.1 The following days will be identified as Closed Port Days when certain Employees are required to work:
- 30.1.1 Picnic Day;
 - 30.1.2 Good Friday;
 - 30.1.3 Anzac Day;
 - 30.1.4 Labour Day.
- 30.2 Nothing prevents an Employee from initially declining or volunteering to work on Closed Port Days, provided that Employees rostered to work on Closed Port Days, will be required to work where insufficient Employees, with the necessary skills as required to meet customer requirements, volunteer to work the day.
- 30.3 The Company will call for volunteers on a 'to be confirmed' basis one month in advance of the applicable day. The Company will complete allocation for Closed Port Days in accordance with the following table:

Allocate on this day*...	When Closed Port Day falls on this day...
Monday	Thursday
Tuesday	Friday
Wednesday	Saturday
Thursday	Sunday
Friday	Monday
Friday	Tuesday
Sunday	Wednesday

*By the site's normal allocation time as per Part B of this Agreement.

- 30.4 The above arrangement will not apply to Christmas Eve and Christmas Day, New Year's Eve period (evening and night shift) in which circumstance no rostered Employee will be compelled to work. The Company may, however, conduct operations between the end of day shift on Christmas Eve and the commencement of the day shift on Boxing Day calling for volunteers as required.
- 30.5 **Public Holiday and Closed Port Day payment summary table.**

FSE's - FIT, WST and FRT				
Rostered Not Rostered	Worked Not Worked	Day type	Day shift or Evening shift	Night shift
Rostered	Worked	Public Holiday	Salary + (1.5 x CI 11 rate) + meal allowance	Salary + (1.5 x CI 11 rate) + meal allowance
Not Rostered	Worked	Public Holiday	Salary + (2.5 x CI 11 rate) + meal allowance	Salary + (3 x CI 11 rate) + meal allowance
Rostered	Worked	Closed Port Day	Salary + (2.5 x CI 11 rate) + meal allowance	Salary + (2.5 x CI 11 rate) + meal allowance
Rostered (with DIL Option)	Worked	Closed Port Day	Salary + (1.5 x CI 11 rate) + meal allowance + DIL	Salary + (1.5 x CI 11 rate) + meal allowance + DIL
Not Rostered	Worked	Closed Port Day	Salary + (2.5 x CI 11 rate) + meal allowance + DIL	Salary + (3 x CI 11 rate) + meal allowance + DIL
Rostered (Not required to work)	Not Worked	Closed Port Day	Salary	Salary

Not Rostered (RWO or RDO)	Not Worked	Closed Port Day	Salary + DIL	Salary + DIL
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FSE's - PBT only				
Rostered	Worked	Day type	Day shift or Evening shift	Night shift
Not Rostered	Not Worked			
Rostered	Worked	Public Holiday	Salary	Salary
Not Rostered	Worked	Public Holiday	Salary + (2.5 x CI 11 rate) + meal allowance	Salary + (3 x CI 11 rate) + meal allowance
Rostered	Worked	Closed Port Day	Salary + (2.5 x CI 11 rate) + meal allowance	Salary + (2.5 x CI 11 rate) + meal allowance
Rostered (with DIL Option)	Worked	Closed Port Day	Salary + (1.5 x CI 11 rate) + meal allowance + DIL	Salary + (1.5 x CI 11 rate) + meal allowance + DIL
Not Rostered	Worked	Closed Port Day	Salary + (2.5 x CI 11 rate) + meal allowance + DIL	Salary + (3 x CI 11 rate) + meal allowance + DIL
Rostered (Not required to work)	Not Worked	Closed Port Day	Salary	Salary
Not Rostered (RWO or RDO)	Not Worked	Closed Port Day	Salary + DIL	Salary + DIL

VSE's and Supplementaries				
VSE	Worked	Day type	Day shift or Evening shift	Night shift
Supplementary	Not Worked			
VSE or Supplementary	Worked	Public Holiday	(2.5 x CI 11 rate) + meal allowance	(3 x CI 11 rate) + meal allowance
VSE or Supplementary	Worked	Closed Port Day	(3.5 x CI 11 rate) + meal allowance	(4 x CI 11 rate) + meal allowance
VSE only	Not Worked	Public Holiday	(8 hours x CI 11 Grade 2 rate)	
VSE only	Not Worked	Closed Port Day	(8 hours x CI 11 Grade 2 rate)	

31. Workers Compensation

- 31.1 The Company shall make-up pay only for Permanent Employees, to the equivalent of 35 ordinary hours at the clause 13 rate set out in the Stevedoring Award at the Employee's equivalent grade. If the workers' compensation payment is greater, than the 35 ordinary hours payment rate, then the Employee shall receive the workers' compensation payment in full and make up pay shall not apply.
- 31.2 For casually engaged Employees (Supplementary Employees) the amount payable will be that proportion of the relevant 35 hour ordinary Stevedoring Award wages corresponding to the average of the hours worked over the 3 month period prior to the workers' compensation claim.
- 31.3 The parties agree to work together within 12 months to develop detailed job dictionaries for each position which will include assessing the inherent requirements of each position.

32. Income Protection (IP)

- 32.1 The Company will provide an income protection insurance policy in favour of its Employees who are covered by this Agreement. The cost of the income protection insurance policy will not exceed 2.25% of Employee earnings (excluding bonus).
- 32.2 The Income protection insurance will provide all Employees with a capped replacement wage where an Employee is unable to attend for work because of personal injury or illness.
- 32.3 The Company will pay the insurance premium to the agreed Fund currently Protect (the Fund). The policy will be held by the Union and the parties will participate in an annual review of the income protection policy in November each year to discuss claims and the Fund performance and subject to that review, may change the Fund by mutual agreement.
- 32.4 For clarity, neither party may unilaterally decide to alter the fund without agreement from the other Party. Further, The Company must be consulted regarding any proposed alteration to benefits or PDS of the Fund.
- 32.5 In the event the income protection insurance is discontinued by agreement between the Parties, the salary/clause 11 rates in the agreement will be increased by 2.25%. This clause does not authorise either party to unilaterally discontinue the payment of income protection insurance for the employees covered by the Agreement.
- 32.6 Where a worker is accessing income protection insurance, Personal Leave shall not be debited except by agreement. It is the Employee's responsibility to notify the Company should they wish to stop receiving paid Personal Leave if they have sought Personal Leave to be granted.
- 32.7 It is all Parties' intention that Employees will proactively manage their illness or injury and try to return to work as soon as possible.
- 32.8 Employees on income protection insurance are required communicate with the Company on a regular basis (at least monthly unless otherwise agreed). The Company will continue to monitor the Employee's long -term absence and may request the Employee to provide updated medical advice on the prognosis of their return to work in their pre-injury capacity. If an Employee fails to communicate with the Company in accordance with this subclause the Company may dismiss the Employee
- 32.9 The Company shall not terminate the employment of an Employee in receipt of Income Protection insurance payments whilst there is a reasonable prognosis of their return to work in their pre -injury capacity.

33. Safety

33.1 Objectives

- 33.1.1 The parties are committed to a workplace that provides "zero harm" to people and the environment.
- 33.1.2 It is the intention of all parties to this Agreement to implement the best achievable level of health and safety within the Company's operations.
- 33.1.3 Consistent with the general intention of this Agreement to facilitate and encourage the development of world's best practice in all facets of the Company's operations, all parties are committed to continuous improvement in occupational health, safety and environment standards in the workplace.

33.2 Responsibilities

- 33.2.1 The Company has the primary responsibility to protect the health and safety of its employees, customers, contractors and visitors at all times.
- 33.2.2 Employees must take reasonable care for themselves and others, they must comply with reasonable instructions and cooperate with relevant Company Policies and procedures.

33.3 **Regulatory Framework**

- 33.3.1 The Parties will ensure compliance with the Work Health and Safety Act (including Regulations, the Safe Work Stevedoring Code of Practice 2016, Marine Orders 32, agreed Guidelines and Codes of Practice made under the legislation) and the Company's Safety Policy and Procedures.

33.4 **Consultation**

- 33.4.1 The parties recognise that communication and consultation is an essential part of managing health and safety risks. A safe workplace is more easily achieved when everyone involved in the work communicates with each other to identify hazards and risks, talks about any health and safety concerns and works together to find solutions. By drawing on the knowledge and experience of Employees and health and safety specialists, more informed decisions can be made about how to carry out work safely.
- 33.4.2 The Company commits to communicate and consult with employees and HSRs about matters which affect, or are likely to affect, the health and safety of employees. This consultation will include sharing with the employees and HSRs information about health and safety matters; giving the employees a reasonable opportunity to express their views; and taking into account those views. Consultation with Employees will be done as effectively and as far as reasonably practicable. This does not necessarily mean it is feasible to discuss with every:
- (a) Employee; or
 - (b) Elected HSR's; or
 - (c) Safety Facilitator.

33.5 **Consultative mechanisms**

- 33.5.1 The parties agree to establish consultative mechanisms as a vehicle for consultation and to contribute to improved health and safety in the workplace. Consultative mechanisms will include Health and Safety Representatives (HSR's), a Health, Safety and Environment Committee and Safety Facilitators where applicable.
- 33.5.2 HSRs shall be elected to represent fellow employees by fellow employees in respect of Work Health and Safety matters.
- 33.5.3 Elected HSRs shall choose a regulator-approved course of training, in accordance with the provisions set down in Legislation. The timing of the training will be scheduled in consultation with the Company, taking into account operational needs, and in normal circumstances within three (3) months of being requested.
- 33.5.4 A Health, Safety and Environment Committee shall be established at each site.
- 33.5.5 At least half of the members of the Health, Safety and Environment Committee must be workers who are elected by the Employees. The Health, Safety and Environment Committee will develop a constitution, consistent with local regulations.
- 33.5.6 The Parties will ensure that Safety Facilitators, where applicable, are as effective as possible in promoting safety and adherence to all relevant Acts, Regulations, Codes of Practice, Marine Orders, Guidelines and policies.

33.6 **Facilities and assistance to promote consultation**

- 33.6.1 The Company will provide HSRs, Committee members, and Facilitators with access to such resources, facilities, information and assistance that are reasonably necessary to exercise their powers and perform their functions.

33.7 Procedures for Dealing with Health and Safety Issues and Incidents

- 33.7.1 All employees have a responsibility to report concerns regarding health and safety in accordance with Company reporting mechanisms. An employee must raise any safety incident or issue with their foreman or equivalent and subsequently to the person in charge (PIC) or shift supervisor or shift manager without undue delay. Where it relates to a concern and it cannot be immediately addressed, a similar process must be followed.
- 33.7.2 Where a hazard is identified, all employees, management and their representatives must take immediate steps to prevent others from being harmed, including but not limited to:
- (a) Removing or fixing the hazard immediately;
 - (b) Following established procedures including communicating as set out in 33.7.1 above;
 - (c) Immediately removing personnel from the affected area;
 - (d) Getting someone to warn others while attempts are made to control the hazards; and
 - (e) Putting up temporary barriers or signs or other forms of control measures.
- 33.7.3 Where Employees have a reasonable concern of a serious risk arising from immediate, imminent or impending hazard, work may cease in the immediate vicinity until the issue is investigated and dealt with in accordance with established processes.
- 33.7.4 During any period for which work has ceased, the employer may assign any employees whose work is affected to suitable alternative work. There shall be no loss of pay where work has ceased consistent with the procedure set out in Clause 33.7. Employees have the right at any stage of the processes described herein to be represented by a Union official however this does not preclude the continuation of operations/work. The Company will continue to recognise that a HSR or employee nominated safety representative may participate in the process.

33.8 Manning

- 33.8.1 Manning for any operation will be entirely based on safe practice and operational requirements as determined by management in accordance with occupational health and safety legislation.
- 33.8.2 Where the Company decides to make a change to established manning arrangements that require a risk assessment to be conducted, it will consult with an available HSR and the elected HS&E Committee.
- 33.8.3 In conducting a risk assessment the Company will include HSR/s or an elected HS&E Committee member/s and other experienced individuals where appropriate.

33.9 Safety Issues and Incidents

- 33.9.1 Notwithstanding the rights of parties within the Work Health and Safety Act, the parties acknowledge that Work Health and Safety legislation (as varied from time to time) provides for rights, duties and obligations in relation to dealing with and responding to safety issues and incidents, including in relation to:
- (a) reporting of incidents;
 - (b) following Company processes and procedures; and
 - (c) The parties also acknowledge that Company policies and procedures, as varied from time to time, also deal with safety issues and incidents, including the process for reporting and dealing with such matters.
- 33.9.2 Consistent with Work Health and safety legislation, the Company will, in consultation with the Health, Safety and Environment Committee, take steps to ensure that all Employees are aware of the process that applies at their site for reporting and responding to workplace health and safety issues and incidents.

33.9.3 As set out above, Employees have the right at any stage of the process outlined in this clause to be represented by a Union official. However, the unavailability or absence of a Union Official shall not unreasonably delay the resolution of a safety issue or incident, exploration of alternative solutions, conducting investigations or a return to work.

33.10 **Health and Safety Representatives (HSR's)**

33.10.1 A nominal ratio of 1 HSR to 20 Employees is agreed between the parties as sufficient to appropriately cover the work group. The work group includes both maintenance and operational employees.

33.10.2 The parties agree that there must be a spread of HSR's across employment categories and cover both operations and maintenance.

33.10.3 In the event that there is a significant turnover of HSR's the Company may not be obliged to maintain the nominal ratio referred to above, provided that the applicable regulatory standards are complied with.

33.10.4 The Company will as soon as practicable provide HSRs and Foreman, when requested, with access (where possible in printed format) to policies, procedures, JHA's, risk assessments relevant to the safety issue.

34. Heat Agreement

34.1 When the temperature exceeds 38 degrees Celsius, all operations may cease only after consultation between the General Manager (or his/her delegate) and the Employee representative. However, employees allocated to machinery with functioning air conditioning shall not cease work because of temperature for any reason.

34.2 When the temperature exceeds 35 degrees Celsius additional rest periods of 15 minutes duration shall occur one hour after the latest resumption of work, i.e. after the normal rest breaks. Provided that:

34.2.1 Employees driving machinery with functioning air conditioning shall not stop because of temperature for any reason;

34.2.2 Work shall not cease where suitable relief is provided; and

34.2.3 Where suitable relief is not available to enable the operations to continue working, groups shall be divided into two sub-groups working alternatively 15 minutes on 15 minutes off.

34.3 Temperature shall be taken from the reading of a calibrated on-site thermometer. In the alternative, where an on-site thermometer does not exist it will be taken from the nearest bureau of meteorology site.

35. Drug And Alcohol Testing

35.1 The parties acknowledge the existence of the Company's Alcohol and Other Drugs Policy which may be varied from time to time. The Policy contains a number of testing regimes, which includes but is not limited to random, suspicion, post-incident and target testing.

35.2 The Company will ensure that a BAC self-test machine is available and maintained at all sites.

35.3 Testing for drugs will be conducted via initial oral swab testing and confirmatory urine testing; initial and confirmatory testing for alcohol will be conducted via breath test. The Parties agree that hair follicle testing will not be utilised for employees.

36. First Aid

- 36.1 The Company will provide sufficient first aid services to meet the requirements of each location as described in the relevant section of this Agreement. The Company will meet the cost of maintaining first aid qualifications as per existing local arrangements and will not reduce this without:
- 36.1.1 Consultation; or
 - 36.1.2 Adversely impacting on the provision of first aid services.
- 36.2 Unless adequate first aid facilities are provided by a fixed or mobile first aid unit, the Company shall provide at each job a proper first aid kit. In the event of any dispute on the matter, the questions as to whether adequate facilities are provided or whether a proper first aid kit is provided may be processed through the dispute settlement procedures.

37. Employee Representation

- 37.1 Employee Representatives
- 37.1.1 Employees of the Company are employed to carry out work for which they are engaged in accordance with their contract of employment and the terms and conditions of this Agreement, the Company recognises the right of the Union to appoint Employees of the Company and the right of such Employees to represent their fellow Employees subject to the provisions of clause 37.1.2.
 - 37.1.2 The Company will allow Employee Representatives absence from their normal duties without loss of pay to represent the interests of their fellow Employees, provided always:
 - (a) The relevant Union Branch Secretary advises the Company site manager in writing of the appointment of the Employee Representative.
 - (b) Such absence is for bona fide purposes only (e.g. preparation for collective bargaining, address new Employees and unpaid leave as agreed by the Company) and the Employee Representative first obtains agreement from their immediate supervisor, and such permission shall not be unreasonably withheld, of the expected period of absence for the purpose of enabling the supervisor to make alternative work arrangements beforehand.
 - (c) The subsequent conduct by the Employee Representative or their fellow Employees shall not be such as to interfere with, or otherwise adversely impact on, the operations of the Company.
 - (d) In the event of a breach of this sub-clause, the Company may act to formally revoke the right of an Employee Representative to absence from normal duties with pay, but not the right of representation, by first discussing its intentions with the relevant Union Branch Secretary.
 - (e) Where an Employee Representative's right to absence from normal duties with pay under this sub-clause has been formally revoked by the Company in writing to the Employee concerned and the Union, the Employee Representative may only leave his/her workplace under conditions determined by the Company. Nothing in this clause prevents the Company from restoring an Employee Representative's right to absence from normal duties with pay under this subclause if it sees fit to do so.
 - (f) Employees who are required to give evidence in the Fair Work Commission proceedings will be released from their rostered shift to enable them to attend on pay. Where an employee is not rostered to work, they will be paid 8 hours at the clause 11 rate. Any days paid under this clause will result in a reduction in the days available within the Union Training Days Pool under clause 20.2. Attendance at the FWC proceedings will be capped at no more than three proceedings per Terminal year and a maximum of six days.

37.2 Employee meetings

- 37.2.1 The Company recognises that Employees may need to meet in relation to issues concerning the workplace or related issues., Employees may use Company premises for such purposes provided the meeting is conducted in a rostered break from actual work such as mealtimes and provided also the meeting does not extend into actual working time.
- 37.2.2 Subject to bona fide conditions determined by the site manager, such meetings may extend beyond the rostered break provided that prior request for such is made by an Employee Representative and not otherwise and such extension shall not be unreasonably refused.

37.3 Union meetings

- 37.3.1 The Company recognises that its Employees have a right (subject to appropriate notice being provided to the Company and then subject to the Company's approval and such approval will not be unreasonably withheld) to participate in the affairs of the Union through its internal processes and through this Agreement the Union and its officers and members being Employees of the Company recognise their obligation to minimise disruption to Company operations in so doing.
- 37.3.2 Where the Union requests meetings of its members, Employees shall be entitled to attend such meetings without loss of pay provided the following provisions apply on an annual basis:
- (a) Two Union meetings off site up to 4 hours duration. Employees working on the day shift shall be permitted to leave their designated point of work 30 minutes prior to the commencement time of the meeting, subject to working through the first rest break. The conclusion of such meetings shall be 30 minutes prior to the nominal evening shift starting time in each designated port.
 - (b) In addition to the above, Employees shall be entitled to attend 3 yard meetings per annum of up to 2 hours duration at a time to be agreed by the Company. If the yard meeting is held offsite, there shall be no consideration given to travel time.
 - (c) Nothing in the above mentioned shall prevent meetings being conducted at different times following agreement between the parties.
 - (d) The Union shall provide the Company with a written request for meetings specified in 37.3.2(a) at least 14 days prior to such a proposed meeting to allow the Company to discuss logistical arrangements with the Union and plan operations accordingly and to mutually agree a date and time. The Company shall reply to such a request within 48 hours of receipt of the request and approval will not be unreasonably withheld.
 - (e) Where a meeting is approved to be held on a weekend shift, a rostered FSE will be permitted to attend without loss of pay and a rostered VSE and Supplémenter's will be paid 4 hours at the relevant shift premium and 4 hours at single time clause 11.
 - (f) The Union's AGM will be automatically approved provided there is at least 14 days' notice.
 - (g) Where an unforeseen operational difficulty or emergency arises subsequent to arrangements being made in accordance with 37.3.2(d). Company advises the relevant Union Branch Secretary in writing setting out the details of the unforeseen operational difficulty or emergency, the Union will make all necessary arrangements to ensure sufficient, qualified Employees remain or are provided to undertake any work required in respect of that unforeseen operational difficulty or emergency.
 - (h) Entitlement to pay under this sub-clause may only continue subject to attendance by the Employee at such meetings, proof of which if required. Responsibility for providing proof resides with the Employee concerned.

- (i) In the event of a breach of this clause or of 37.2, the Company without limitation may act to revoke the right of an Employee to continue their right to pay whilst attending Union meetings under the provisions of this clause by also advising its intentions to the Union National Secretary.
- (j) Subject to the abovementioned procedures being followed, the Company may authorise further meetings of Employees to deal with Company related matters.

38. Committees

- 38.1 The Company will continue to support the Employee Representative Committee (ERC), EA bargaining Committees and Health, Safety and Environment Committee (HSEC).
- 38.2 The objectives of the ERC are to encourage Employee contributions in the decision making process and to focus attention on the requirements of customers and the needs of Employees and the Company to improve site productivity through communication, information-sharing and consultation.
- 38.3 There will be an advanced calendar of monthly ERC and HSEC meetings for the year.
- 38.4 Meetings may be deferred up to a week with advanced notice provided by either party of at least a week. There shall be a minimum of eleven (11) ERC and eleven (11) HSEC meetings per annum.
- 38.5 The ERC meetings are to be held on site or where requested at the relevant Branch Office of the MUA. A request to hold an ERC meeting at the Branch Office shall not be unreasonably refused.
- 38.6 The HSEC and ERC committees will comprise of an agreed composition at each site.
- 38.7 **Attendance at committee meetings**
 - 38.7.1 Management will ensure FSE representatives are released from their normal roster arrangements to attend the meetings without loss of pay.
 - 38.7.2 A VSE or Supplementary Employee who has been properly elected to serve on the ERC, HSEC and/or EA bargaining committees shall be paid at the Clause 11 Grade 2 Rate plus a 1.5x loading for attendance at the ERC, HSEC and/or EA bargaining committees
 - 38.7.3 Where FSE's are on a rostered off period or on a period of leave, but make themselves available to attend Committee meetings, they will have the option to accrue a DIL up to a maximum of ten (10) days or to be paid overtime. After the 10 DIL's have been exceeded they will receive overtime for attendance at these meetings.
 - 38.7.4 The Relevant Union Branch Official will be invited to attend all committee meetings. If the Relevant Union Branch Official is not available, nothing prevents a ERC or HSEC meeting continuing in the absence of the Relevant Union Branch Official.

39. Workforce Review

- 39.1 **Intent**
 - 39.1.1 This clause is intended to provide a structured approach to workforce reviews that take into account prevailing business conditions and to enable employees to provide feedback on business requirements- where changes to the composition of the workforce are required.
 - 39.1.2 The parties agree to regular consultation and analysis through the monthly ERC meetings. Alternatively, if there are significant business changes a meeting under this clause may be convened. Necessary data will be shared at each ERC to enable this to occur. The Company reserves its right not to provide any commercial in confidence information.

39.1.3 The Parties will work together to promote strong performance, minimise redundancies, sustainable and secure permanent employment where possible.

39.2 Definitions

39.2.1 Idle Time means - where there are unrostered shifts over the roster period.

- (a) Idle Time will not include:
- (b) Where a VSE/Supp is allocated to a shift instead of a FSE, subject to skill;
- (c) Any closed port day or public holiday where labour has not been required;
- (d) Workers Compensation;
- (e) Machinery breakdown of less than 24 hours;
- (f) Where the port is closed due to circumstances outside the parties control;
- (g) Authorised leave; or
- (h) A cancelled shift/s.

39.3 Positive Circumstances – Labour Review

39.3.1 There will be a Labour Review in July 2025 and then July each year.

39.3.2 The Labour Review will be conducted by the Company in consultation with the ERC and Union.

39.3.3 The ERC and Union will be provided with Relevant Data (as set out below) and other relevant information in advance of the labour review.

39.3.4 Relevant Data means;

- (a) Number and types of shifts worked by FSE/VSE/Supplementaries;
- (b) Shift cancellations by shift type;
- (c) Shift upgrades/downgrades by individuals;
- (d) Employee Numbers by employment Category;
- (e) Earnings, number of shifts performed and ratio of shift allocation for each employee;
- (f) Total hours of overtime, number of shift extensions;
- (g) Annual leave balances;
- (h) Contractors in use including name and task; and
- (i) Any other relevant data as agreed.

The parties agree that all information provided will be de-identified.

39.3.5 The review will assess the opportunity for promotion of VSE to FSE roles. Where there is business performance evidenced by the following:

- (a) Where VSEs have worked at least the same number of shifts performing work tasks, in the corresponding FSE roster (General Operations or General Maintenance) from 1 July to 30 June, new FSE positions will be created. All paid leave types and public holidays, whether worked or not, will count toward the total shifts in the same way it does for an FSE. Time spent at meetings (HSEC, ERC or Enterprise Bargaining) will be excluded.
- (b) The number of new FSE positions will equal the number of VSEs who have met the above shift trigger, divided by two (rounded up to the next whole number).

39.3.6 Where the above triggers are met but there is Idle Time in the FSE Roster, no new FSE positions will be created

39.3.7 Any new FSE positions created will be filled in accordance with the selection criteria in Appendix 2.

39.3.8 Nothing prevents the parties from agreeing to promotion in the absence of any triggers.

39.4 **Business Downturn**

39.4.1 In the event of a loss of volume (actual or forecast) and provided the forecast is justified, that will generate a sustained hours deficit (for FSE) or shortfall of VSE minimum salary, and redundancies may be an outcome, this clause will be triggered. In all other circumstances where changes are required then the Introduction of Change (clause 45) will be used.

39.4.2 This clause will only be triggered where necessary and where this is objectively ascertainable and quantifiable evidence of the circumstances in clause 39.4.1.

39.4.3 There are a number of measures that can be implemented in the first instance to address the Business Downturn and mitigate against redundancies.

39.4.4 The measures that can be utilised are set out below and may be implemented by agreement between the Parties and an endorsement of a majority vote of Employees at a meeting of the Union. Agreement will not be unreasonably withheld.

39.4.5 **Business Downturn Measures -Step 1**

(a) The following options may be considered:

- (i) exhausting accrued leave entitlements including long service leave;
- (ii) varying "time off" arrangements;
- (iii) varying rosters;
- (iv) reducing the quantum of roster hours and/ or Minimum Salary (as provided in for in clause 18.5) in one or more categories with a commensurate salary reduction;
- (v) FSEs may enter into a job share arrangement;
- (vi) FSEs may elect to downgrade to VSE;
- (vii) VSEs may elect to downgrade to supplementary; or
- (viii) any other local arrangement identified that is appropriate.

39.4.6 **Business Downturn Measures Step 2 - voluntary redundancy**

- (a) The Company will declare the number of surplus people, skills and effected areas.
- (b) Employees may express an interest to volunteer for redundancy.
- (c) The timing of redundancies being enacted may vary for individuals' e.g. to allow for their skills to be replaced.
- (d) In circumstances where there are more expressions of interest received than the declared number of redundancies, the selection of Employees for redundancy will be made in accordance with the longest length of service.

39.4.7 **Process for Implementing Measures**

- (a) If the Company is considering the Measures set out in clause 39.4.5 they will notify Employees and the National Office and the relevant Branch Official of the Union.
- (b) Subsequently, the Company will consult with the ERC and Union. Relevant Data will be provided to the ERC and Union to analyse and verify the problem identified by the Company. The meeting shall be convened as quickly as possible Parties will endeavour to meet within three (3) working days.
- (c) The Parties agree that they must act swiftly to mitigate repercussions of a Business Downturn. The Measures set out at Step 1 at 39.4.5 above will

be capable of being discussed, agreed and implemented within 30 days from the meeting referred to in clause (b) above.

- (d) The Measures will be confirmed by an exchange of letters between the Company and the Union and may be reflected in Individual Flexibility Arrangements between the Company and affected Employees.
- (e) Within the 30 days, the Company will determine if the Business Downturn Measures are effective. In the event that the Measures are not effective the Company will move to Step 2, contained in Clause 39.4.6.
- (f) There will be no implementation of Step 2 until the expiry of the 30 day period referred to in clause (c).
- (g) If a redundancy entitlement is to be paid, the redundancy amount payable will be made at the category and grade held by the Employee prior to the Employee accepting a variation pursuant to this clause.

E.g. Where an Employee has accepted a lower grade or category in accordance with clause 39.4.5, any redundancy payment will be paid at the Employee's original category and grade prior to the implementation of the measure in clause 39.4.5.
- (h) In circumstances where the expressions of interest are less than the declared number of redundancies, the Company will use the process for compulsory redundancies in accordance with clause 43. For the avoidance of doubt there will be no notice of compulsory redundancy before the expiry of a further 30 days from the process referred to in (f).
- (i) Where the Company has implemented the process referred to in (a) - (d), it will have discharged any obligations in respect of the Introduction of Change requirements in clause 45.4.1 of this Agreement.
- (j) Where this clause is triggered, the consequent measures will prevail over any other provisions in this Agreement to the extent of any inconsistency.

39.5 Reversion

- 39.5.1 The Company will review and consult with the ERC regarding options for reinstating conditions either in full or in part that may have been changed due to a Business Downturn. These will include reversion of some or all of the suite of measures, in the event that any were agreed and implemented.
- 39.5.2 Where the business meets previous volumes and the projected work stream remains sustainable, the pre-existing arrangements will be reinstated (excluding any redundancies). Further evidence is required of a reduction in idle time and improvement in roster utilisation.
- 39.5.3 Nothing prevents the parties agreeing to revert to conditions that existed prior to the Business Downturn at an earlier point in time. The reversion may occur incrementally and will occur as quickly as reasonably possible.
- 39.5.4 Where an employee has voluntarily downgraded, they will have the first option of the next available upgrade. Where there are fewer upgrades into the next category than employees who have downgraded, then the group of employees who have spent the longest period of time downgraded will have priority based on their length of service.

39.6 Replacement of FSE Position

- 39.6.1 Where an existing FSE position becomes vacant at any time, the Company shall, in normal circumstances, fill such vacancy in a reasonable time which means advertising no later than 21 days after the departure of the employee. Where an FSE notifies the Company of their resignation date, the Company shall, in all normal circumstance, advertise to fill that position as soon as the Company received the notice. If circumstances change, the Company shall provide Employees and the Union with the reasons for non-replacement of existing positions

40. Outsourcing

- 40.1 It is not the intention of the Company to engage any additional contractors to supply personnel to fill any jobs, duties, functions or related tasks covered by the Agreement.
- 40.2 Core equipment and tasks (e.g QC, ASC, Straddle, Cargo Care, RTG and lashing) shall continue to be maintained/performed/operated by employees covered by this Agreement.
- 40.3 If Employees covered by this agreement are appropriately skilled, have the capability and capacity to perform the work they will be the first considered to perform the task, prior to engaging contractors.
- 40.4 Specialist maintenance tasks may be outsourced after consultation, with the nominated employee representative, in accordance with the following checklist:
- 40.4.1 Verify that maintenance employees lack the appropriate skills, time or qualifications;
 - 40.4.2 The name of the contractor and the type of work is identified;
 - 40.4.3 The likely duration of the contractor's engagement is identified; and
 - 40.4.4 That all contractors are appropriately qualified.
- 40.5 It is not the intent of the Company to reduce the number of Permanent Maintenance employees conducting existing work.
- 40.6 The parties recognise the following tasks are currently outsourced:
- 40.6.1 Cleaning;
 - 40.6.2 Security;
 - 40.6.3 Linemarking; and
 - 40.6.4 Certain maintenance tasks.
- 40.7 It is the intention of the Parties to continue to have core equipment maintained through the engagement of in house permanent Tradesmen (Electrical and Mechanical), other than specialist tasks which may/will continue to be handled by suppliers, contractors and other parties.
- 40.8 The Company will undertake an annual skills audit and after assessment, providing additional, training, skills and experience to the existing Maintenance staff to deliver optimised maintenance outcomes and opportunities.
- 40.9 Where the use of contractors exists within the classifications covered by this agreement, the parties shall discuss where training and skills development could be considered for existing maintenance staff with the aim of removing or reducing the need for outsourcing or contracting out. These discussions shall be directed at ensuring the achievement of cost effective, efficient and optimised maintenance outcomes for the Company. Discussions will include consideration of the merits of training and skills development against the ad hoc requirement to use contractors or outsourcing arrangements including the cost of training against the frequency/currency of skills use.
- 40.10 Where existing and/or contractual arrangements are in place, these shall continue. This does not prevent the parties discussing the arrangements currently in place, as outlined in the paragraph above.
- 40.11 Where tasks are outsourced, or contractors engaged the Company will provide the ERC/Site Committee updates on forecasted length of engagement and reasons for continued use.
- 40.12 Notwithstanding the above, any Employee (Permanent or casually engaged) may be required to carry out any normally outsourced task as directed by management.
- 40.13 For the avoidance of doubt, this clause is not intended to act as a prohibition or limitation on the use of contractors or outsourcing (whether referred to or not in this clause).

41. Disciplinary

41.1 Disciplinary Meetings

- 41.1.1 Where the Company arranges an interview/meeting with an Employee for an investigation or disciplinary purposes, the Company will give reasonable notice of at least 24 hours prior to any meeting.
- 41.1.2 The Employee has a right to appoint their representative and the meeting may be rescheduled within 48 hours if their representative is unavailable. A reschedule beyond 48 hours will only be available in extenuating circumstances.
- 41.1.3 Where an employee is on rostered time off or annual leave and they agree to attend a meeting to close out the matter they will be paid a minimum of four (4) hours (including FSEs).
- 41.1.4 If the Employee does not agree to attend in their rostered time off, the meeting will occur on their next rostered shift (provided they are given reasonable notice to arrange a representative)
- 41.1.5 A meeting may be held via an online platform i.e. Zoom or Teams in extenuating circumstances only by agreement where physical attendance cannot be arranged. An employee attending a meeting online will be paid in 1 hour increments (this payment is in lieu of the payment in clause 41.1.3)

41.2 Stand Down without pay

- 41.2.1 An Employee may not be entitled to any payment in respect of any period of time during which the Employee commits any of the following breaches of the contract of employment:
- (a) being absent without permission from the place of work;
 - (b) refusal of duty (unless the refusal relates to a bona fide safety issue, when the provision of clause 47 Dispute Resolution will apply);
 - (c) wilful neglect of duty;
 - (d) continued or repeated unsafe conduct; and
 - (e) assault or abusive behaviour such that it is impracticable or undesirable for the Employee to continue working with or under the person or person assaulted or abused.
- 41.2.2 Where an Employee commits any of the said breaches, the Supervisor or Manager (or their nominee) may decide that it is impracticable or undesirable for the Employee to continue working for the remainder of the shift the Employee will be sent home and not be entitled to any payment for the remainder of the shift. The Employee will be informed of any such decision the time of the alleged breach. Any disputes arising in relation to action taken in accordance with this sub-clause will be dealt with by following clause 47 Dispute Resolution.
- 41.2.3 Where a disciplinary process has commenced with respect to the matters outlined above in clause 41.2.1, the Employee will be stood down on pay as outlined in clause 41.3.

41.3 Stand down with pay

- 41.3.1 An employee subject to a disciplinary process may be stood down until the disciplinary process is finalised. During this period of stand down an employee will be paid in accordance with clause 41.3.2.
- 41.3.2 Where the Company stands down an Employee, the Employee will be paid as follows:
- (a) A FSE will continue to receive their salary and will have those shifts counted as though they had worked. Weekend shifts will not be counted where they can otherwise be worked.
 - (b) A VSE will receive 1/5 of their minimum weekly salary for each day

- 41.3.3 A Supplementary will be stood down initially without pay. Where, as an outcome of the investigation, the Employee is cleared and no disciplinary action taken, they will be paid a maximum of 3 shifts per week at the clause 11 rate (single time).

42. Termination of Employment

42.1 Employment to which this Agreement applies may be terminated in accordance with the provisions of this clause, but this sub-clause does not operate to prevent any party from giving a greater period of notice than required, nor to affect the Company's right to dismiss an Employee for misconduct which would justify summary dismissal nor to affect the Employee's lawful rights in such an event.

42.2 In the case of a Permanent Employee, where notice of termination is given by the Company, the period of notice required shall be:

Period of Continuous Service	Period of Notice
1 year or less	1 week
1 year and up to the completion of 3 years	2 weeks
3 years and up to the completion of 5 years	3 weeks
5 years and over	4 weeks

42.3 An Employee over 45 years of age with two years continuous service shall be entitled to a further weeks' notice in addition to the above-mentioned period of notice

42.4 In lieu of actual notice the Company may provide payment of salary or wages.

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

42.6 The notice of termination required to be given by an Employee shall be the same as that required of the Company save and except that there shall be no additional notice based on the Employee's age.

42.7 If an Employee fails to give or work out the appropriate notice, the Company may withhold monies due to the Employee for the period or balance of notice required.

42.8 The Company will, upon receipt of a request from an Employee where employment has been terminated, provide to the Employee a written statement specifying the period of his/her employment and the classification of or the type of work performed by the Employee.

42.9 An Employee whose employment terminates shall be paid out accrued leave entitlements including, for any period of time less than a completed twelve (12) monthly qualifying period on a proportionate basis, as at the date of termination.

42.10 As an alternative to termination of employment the Company may, at its discretion impose a period of unpaid suspension in lieu of termination, not exceeding a period of two (2) months.

43. Redundancy

43.1 This clause shall apply to FSE's and VSE's employed by the Company under this Agreement. Supplementary employees do not have any form of redundancy entitlement.

43.2 Redundancy Arrangements

43.2.1 In circumstances where the Company has a need to reduce the size of all or part of its Permanent workforce, it shall advise the Union and Employees, in accordance with the Introduction of Change clause 45 of this Agreement or where the processes in 39.4.7 (a) - (h) have been complied with.

43.2.2 The Company shall then make a final declaration of redundancy together with details of the number of surplus people, skills and effected areas and shall make this available to the Union and Employees.

- 43.2.3 The Parties agree that the ultimate objective is to circumvent or at least minimise redundancies.
- 43.2.4 Voluntary redundancies and/or transfers will be offered in the first instance, unless clause 39.4.5 - 39.4.6 have already occurred.
- 43.2.5 In circumstances where there are more expressions of interest received than the declared number of redundancies, the selection of Employees for redundancy will be made in accordance with the longest length of service.
- 43.2.6 The timing of redundancies being enacted may vary for individuals' e.g. to allow for their skills to be replaced.
- 43.2.7 Employees may request a transfer to another DP World site, if the receiving Port can accommodate the transferee without the need for redundancy, the transfer will occur; A redundancy may be required to be offered to Employees in the destination port to facilitate the transfer.
- 43.2.8 In the event of insufficient volunteers for redundancies, the parties agree to explore all available mechanisms to mitigate redundancies subject to agreement by the majority of employees, unless the process set out in clause 39.4.5 - 39.4.6 has been applied. Agreed mechanisms may include but are not limited to:
- (a) reduced hours and salary/VSE Minimum Salary, leave plans and roster changes; and
 - (b) Employees who are identified for compulsory redundancy may opt to be re- employed to the next employment category where it can be accommodated, provided that where positions become available in the future, the positions will be filled by employees in the reverse order they were demoted- provided they have the skills;
- 43.3 After all the above has been exhausted and there is still a requirement for compulsory redundancies, Employees declared redundant may be progressively released.

43.4 Selection criteria

43.4.1 The following selection criteria will apply in the event of compulsory redundancy.

Criteria		Points
Performance, Behaviour and Safety	Each site will determine and agree the appropriate questions to ask in advance of the assessment. Supervisor/manager will conduct assessment and scoring.	25
Skill and Experience	Each site will determine and agree the appropriate measures and weightings to assess skill and experience.	25
Disciplinary (12 months prior to assessment only)	Deduct 5 points for each formal and final warning FTR - deduct 5 points AMP - deduct 5 points	25
Service	Pro-rated from longest to shortest – based on months of service. 0 months to longest length of service. Longest service = 25 points	25

If the total weighted ratings are equal, the shortest serving employees shall be selected for compulsory redundancy.

43.4.2 The Company agrees that an Employee transferring between DP World sites retains their accrued leave entitlements and length of service. In circumstances where the employee accepts a lower graded position or employment category, the employee's leave balance shall be paid at the grade and rate accrued.

- 43.4.3 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, where:
- (a) the Company makes or obtains an offer of acceptable alternative employment to or for an Employee, that is on terms and conditions which are no less favourable overall than the Employee's existing terms and conditions with the Company (which includes such an offer of employment within the same port but may reasonably include another port
 - (b) an Employee knowingly accepts an offer of alternative employment made or obtained by the Company, the terms and conditions of which are less favourable overall when compared with the Employee's existing terms and conditions; or
 - (c) a business is transmitted from the Company [in this subclause called the transmittor] to another employer [in this subclause called the transmittee] and an Employee who at the time of the transmission was an Employee of the transmittor in that business and:
 - (i) accepts employment with the transmittee; or
 - (ii) rejects an offer of employment with the transmittee in which the terms and conditions are no less favourable overall than the terms and conditions applicable to the Employee at the time of ceasing employment with the transmittor.
- 43.4.4 Discussions shall be held to determine the availability of alternative employment at other Company sites or ports to reduce or eliminate the need for redundancy/ies.
- 43.4.5 Where the employment of an Employee is terminated on the ground of redundancy and clause 43.4.3 does not apply, notice of termination arrangements, including any payments in lieu of notice, shall be in accordance with this Agreement.

43.5 Redundancy Payments

- 43.5.1 Redundancy payments shall be calculated on the basis of three (3) Weeks' Pay for each completed year of continuous service (except for the first year of service, where four (4) weeks' pay will apply), or part thereof, to a maximum payment, excluding payment in lieu of notice, of fifty-two (52) Weeks' Pay.
- 43.5.2 "Weeks' Pay" means:
- (a) For an FSE: the Employee's annual salary at the date of termination as prescribed by the Agreement, divided by 52.
 - (b) For a VSE: the VSE Minimum Salary prescribed by the Agreement, divided by 52.
- 43.5.3 When determining the length of continuous service for the purposes of calculating redundancy payments under this clause, the following shall apply:
- (a) Permanent Employees (FSEs and VSEs) service shall be regarded as all prior continuous service with the Company (including DP World/P&O/Conaust and any other predecessor company). plus any continuous service, if relevant, as either a Guaranteed Wage Earner ("GWE") with the Company; or,
 - (b) Service with the Company shall include previously agreed industry service where a transmission of entitlements is established.
 - (c) For Permanent Employees, employed as Permanent Employees at 17 March 2006 service shall be regarded as all prior continuous service with the Company as a GWE or Permanent Employee (and shall include previously agreed industry service where relevant).

43.6 **Transfer clause**

- 43.6.1 In circumstances where a Permanent Employee's position has become redundant and the affected Employee applies and is accepted for an Interport transfer at another DP World Australian port, the employee shall be entitled to the following assistance for resettlement.
- 43.6.2 DP World shall pay to the employee a daily travelling allowance of \$34.94 for up to three (3) days for the purposes of resettlement. In addition, a daily allowance of \$23.97 will be paid for each dependant of the employee for up to three (3) days for the purposes of resettlement.
- 43.6.3 DP World shall pay an additional allowance of \$9,513.10 for an employee with dependants or \$2,718.21 for a single employee without dependants as a one off payment for costs incurred in respect to resettlement.
- 43.6.4 Employees will be entitled to the cost of reasonable removal expenses up to the value of \$3,531.17. This shall be subject to the production of a minimum of three (3) quotes, the lowest of which shall be accepted, which the Company shall pay to the provider directly.
- 43.6.5 The amounts contained in 43.6.2 to 43.6.4 above will be increased on each anniversary of this agreement by the ABS 'All Groups CPI' percentage change for the four (4) quarters to March of that year

44. **Individual Flexibility**

- 44.1 The Company and an Employee covered by this Enterprise Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the Agreement if:
 - 44.1.1 the arrangement deals with the following matters:
 - 44.1.2 arrangements about when work is performed;
 - 44.1.3 the arrangement meets the genuine needs of the Company and the Employee in relation to the matter mentioned in paragraph(a); and
 - 44.1.4 the arrangement is genuinely agreed to by the Company and the Employee.
- 44.2 The Company must ensure that the terms of the individual flexibility arrangement:
 - 44.2.1 are about permitted matters under section 172 of the Act; and
 - 44.2.2 are not unlawful terms under section 194 of the Act; and
 - 44.2.3 result in the Employee being better off overall than the Employee would be if arrangement was made.
- 44.3 The Company must ensure that the individual flexibility arrangement:
 - 44.3.1 is in writing; and
 - 44.3.2 includes the name of the Company and the Employee; and
 - 44.3.3 is signed by the Company and the Employee and if the Employee is under 18 years of age, signed by a parent or guardian of the Employee; and
 - 44.3.4 includes details of:
 - (a) the terms of the Agreement that will be varied by the arrangement; and
 - (b) how the arrangement will vary the effect of the terms; and
 - (c) 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
 - (d) states the day on which the arrangement commences.
- 44.4 The Company must give the Employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 44.5 The Company or Employee may terminate the individual flexibility arrangement by giving thirteen (13) weeks written notice to the other party to the arrangement.

45. Introduction of Change

45.1 This Agreement recognises that Company management is obligated to carry out its responsibilities in accordance with Company policies and additionally, where such policies relating to production, program, organisation or technology may also affect the rights and interests of its Employees, Company management is also obligated to consider the rights and interests of its Employees in the implementation of such policies. Any change implemented in accordance with this clause shall not be inconsistent with the intent of this Agreement and shall not erode or diminish conditions of employment.

45.2 **Company duty to notify**

45.2.1 Where the Company has made a definite decision 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 National Secretary/National Official and relevant Branch Secretary/Official of the Union. For avoidance of doubt where clause 39 has been triggered then this clause will not apply to the proposed changes.

45.2.2 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 transfer of Employees to other work or locations and the restructuring of jobs and the use of contractors.

45.3 **Company duty to discuss change**

45.3.1 The Company undertakes to discuss with the Employees affected and the Union, inter alia, the introduction of the changes referred to in clause 45.2, 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.

45.3.2 The discussion shall commence as early as practicable after a decision has been made by the Company to make the changes referred to in clause 45.2. For the purposes of such discussion, the Company undertakes to provide in writing to the Employees concerned and the Union, all appropriate 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.

45.4 **Implementation of change**

45.4.1 It is agreed between the parties that after the above notification and discussion have taken place that the Company, after careful consideration of the views of Employees may implement the change with sixty (60) days' notice.

45.5 **Roster Changes**

45.5.1 The rosters within this Agreement are based on current ship berthing arrangements at the commencement of this Agreement and the salaries reflect those rosters. The basis for any roster is to provide secure permanent rostered jobs and maintain as much regularity and predictability of working shifts as possible as well as the flexibility to ensure rostered shifts are generally worked within an Employee's primary skill.

45.5.2 When ship berthing arrangements change and the Company has an essential need for roster changes, the Union/Employees shall provide the flexibility to address the necessary changes. Any such changes will be implemented in accordance with clauses 45.3 and 45.4. In these circumstances, information relating to changed berthing arrangements will be provided to the Union and Employees to facilitate such discussions.

- 45.5.3 The requirement for roster change may not only be based on changed working arrangements, but also be based on maintaining and increasing, where appropriate, permanent rostered jobs and ensuring shifts are generally worked within an Employee's primary skill so that the integrity of the roster is maintained. Any such change may only vary the internal configuration of each roster and shall not alter the aggregate of working days required or duty free days within the rosters, this includes respecting the aggregate value of the roster.
- 45.5.4 Any change may occur only after all other mechanisms and alternatives have been considered and proved ineffective.

45.6 **Escalation**

Where a decision is made under clause 45, subject to there being no stoppage of work as a result of the decision of the Company, either Party may refer the matter in dispute to FWC in accordance with clause 47.5.

46. Personal Grievance Procedure

- 46.1 A personal grievance means any grievance that any Employee may have against the Company because of any claim:
 - 46.1.1 that the Employee has been passed over for selection to fill a promotional position or for placement in a training course; or
 - 46.1.2 that the Company has taken some other action which is unjustifiable; or
- 46.2 In the case of a grievance described in 46.1.1, at the time of informing applicants of the results of their application they also shall be advised that any appeal they wish to make should be lodged within 7 days of that advice being given and received.
 - 46.2.1 The notice of appeal shall be accompanied by details of:
 - (a) the grounds on which the appeal is lodged;
 - (b) any evidence, such as training completed, experience gained, on which the applicant wishes to rely.
 - 46.2.2 Management shall reconsider all aspects of the case and, if requested, give the applicant and any Union representative he/she chooses the opportunity to put his/her case personally.
 - 46.2.3 Management shall determine the matter within seven (7) days of the appeal being lodged. Meanwhile any appointment made shall be provisional only and on a higher duties basis where appropriate. Training of selected personnel shall not commence until any appeal is determined.
- 46.3 In the case of a grievance described in 46.1.2, the Employee allegedly aggrieved or his/her Union representative may give notice to management of his/her concern within 30 days of the action being taken or advice being given to the individual, whichever is the latter. In the event that the concern cannot immediately be alleviated by management, depending on the nature of the alleged grievance, one or more of the following options shall be adopted as a means of its resolution:
 - 46.3.1 Discussions between management and Union representative;
 - 46.3.2 Reference to a mutually agreed conciliator/arbitrator.
 - 46.3.3 Reference to the FWC for conciliation.
 - 46.3.4 Where the personal grievance relates to a final written warning, the Employee may seek a recommendation from the FWC as part of the conciliation process. A cap of 12 matters per year across the Terminals may be referred for a recommendation.
 - 46.3.5 In the case of a grievance described in 46.1.2, the parties agree that the matter will where possible be determined within one month of the grievance being notified.

47. Dispute Resolution

- 47.1 In the event of a dispute arising in the workplace in regard to the application of this Agreement or the National Employment Standards (other than under s65(5) and 76(4) of the Act).
- 47.2 The procedure to be followed to resolve the dispute shall be as follows:
- 47.3 **Step 1 Site based discussions**
- 47.3.1 The Employee, the Employee's delegate (if requested), and his or her supervisor or other responsible manager, meeting and conferring on the dispute.
- 47.3.2 If the dispute is not resolved, the parties will arrange further discussions including a meeting on site involving more senior levels of management, Employee Representatives and/or Union officials. In advance of this meeting the nature of the dispute must be particularised and must contain desired resolution provided in writing.
- 47.3.3 If the dispute, clearly identified, arises in accordance with this clause within a representative body such as an ERC meeting Step 1 in the process will be considered to have been fulfilled.
- 47.4 **Step 2 National level discussions**
- 47.4.1 If the dispute cannot be resolved at workplace level, the dispute may be referred by either party to National level for discussion between the parties.
- 47.4.2 If the dispute arises in accordance with this clause within a higher representative body such as a National EBA review, then Step 2 in the process will be considered to have been fulfilled.
- 47.5 **Step 3 FWC Powers**
- 47.5.1 If the dispute remains unresolved either party may refer the dispute to FWC for conciliation. If the dispute is referred for conciliation, both parties will participate in a conciliation in good faith. Any further conciliation conferences would be subject to agreement by both parties.
- 47.5.2 Where the dispute has not been resolved despite the foregoing procedures being followed and subject to there being no stoppage of work in relation to the issue at hand, either party may refer the dispute to FWC for arbitration, if necessary, in which case the decision will be accepted by the parties subject to any appeal rights.
- 47.6 During the time when the parties attempt to resolve the dispute, either at the workplace level, or through conciliation or arbitration, the parties shall continue to work in accordance with their contract of employment
- 47.7 The parties must co-operate to ensure that the dispute resolution procedures are carried out as quickly as is reasonably possible.

Signature page

Signed for and on behalf of the **Company** by its duly authorised representative:



Representative signature

Senior Director - Operations, Engineering & Infrastructure

Authority of Representative to sign

Mark Hulme

Level 40, 25 Martin Place, Sydney, NSW, 2000

Print Name

Address

2 April 2024

Date



Kathryn Winter, Employee and Industrial Relations Manager

Witness signature

Witness Name

Signed for and on behalf of the **Construction, Forestry and Maritime, Employees Union** by its duly authorised representative:



Representative signature

Deputy National Secretary

Authority of Representative to sign

Warren Smith

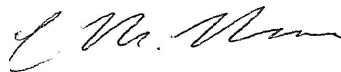
Level 2, 365-375 Sussex Street, Sydney, NSW

Print Name

Address

3 April 2024

Date



Camilla Mason

Witness signature

Witness Name

Appendix 1 – Absence Management

1. Notice and evidence of personal leave

- 1.1 The Company requires Employees to provide the following evidence to substantiate their absences in any of the following circumstances:
 - (a) any absences in excess of seven (7) uncertified days in a financial year;
 - (b) where the employee is absent on two (2) or more consecutive days;
 - (c) the day prior to or following a public holiday; or
 - (d) during periods of industrial action.
- 1.2 In the event that a certificate is not provided in the above circumstances, the absence will not be paid.
- 1.3 For the avoidance of doubt, Employees are not required to provide evidence for up to seven (7) days of Personal/Carer's Leave in any financial year. If the Employee is required to provide a medical certificate, it must be issued by a qualified medical practitioner. For avoidance of doubt, online medical certificates will only be accepted where they are issued by a qualified medical practitioner. A backdated medical certificate will not be accepted.
- 1.4 The Company will provide the Employee with written confirmation acknowledging that a copy of the medical certificate has been provided at the time of submitting.
- 1.5 In the event of a consecutive absence if the Employee does not attend a medical practitioner on the first day of the absence this day shall count towards the seven (7) uncertified absences.
- 1.6 Where medical certificates must be provided as outlined, the certificates must be provided to management promptly and generally within his/her next three (3) rostered shifts.
- 1.7 Employees in need of consecutive days off will advise HR or Allocations of the period of absence as soon as practicable. Once an Employee has advised either HR or Allocations, they are not required to contact Microster for the remainder of the notified period of absence.
- 1.8 Employees have an obligation to contact Microster in accordance with the shift notification times and arrangements as detailed in Part B of this Agreement.
- 1.9 If an Employee Fails to Report (FTR) by the required time owing to illness or injury, the Employee will be paid personal leave if the Employee has a balance. The Company may commence a disciplinary process for the FTR.
- 1.10 If an Employee has an FTR and there are exceptional circumstances the Company will take these into account when determining whether the FTR stands. FTR means: a failure to notify the Company prior to the required start time.

2. Absence Management Plans (AMP)

- 2.1 An Employee may be placed on an Absence Management Plan for a period of up to six (6) months where any of the following circumstances exist within any financial year:
 - (a) Where the Employee has a readily identifiable pattern of unreasonable absences; or
 - (b) Where the employee does not comply with clause 1 above.
- 2.2 For the purposes of this review the Company will consider any personal leave accessed on a financial year basis.
- 2.3 Employees who are subject to an Absence Management Plan must provide a medical certificate, dated the day of the absence.
- 2.4 If the AMP is breached, an Employee will receive a formal warning and any breach thereafter follows the disciplinary process.
- 2.5 The parties accept that there may be circumstances where an employee is required to access genuine personal leave for an ongoing period. When the Company has a need to review an employee's period of absences, the Company will take into account the legislation as well as individual circumstances. The overriding test will be the prognosis relating to an employee's ability to perform the inherent requirements of the role.

Appendix 2 – Selection Criteria

The selection criteria identified below will be used for promotional opportunities across categories and within categories of labour. It will also apply for selection for training purposes. Employees will be assessed against the selection criteria below. All criteria will be applicable to the 12 months prior to the closing date of applications. Successful applicants for promotion and training are required to perform the inherent requirements of the position.

To be appointed a candidate must be fit for the inherent requirements of the job. Where a candidate has an injury that means they are not fit for the inherent requirements of the job but can satisfy the Company that they are expected to be fit to do so within 4 months and would otherwise be selected for the role, the Company will hold the role for the candidate for 4 months. If within the 4 months the candidate is fit for the inherent requirements, they shall be appointed to the position, subject to the candidate's continued eligibility. If the candidate is unable to fulfill the inherent requirements in the 4 month period, the role shall be filled by the next suitable candidate from the selection process.

Criteria weightings

Criteria		Points
Threshold requirements	<ol style="list-style-type: none"> 1. Prerequisite skill level as applicable for the position including consideration of agreed pathways. 2. No final warnings on file for the previous 12 months. 3. For an FSE to be eligible for promotion they must have been an FSE for a period of 12 months. For a VSE to be eligible to be considered to be promoted to FSE they must have been a VSE for a period of 24 months. Where no eligible FSE has been in the role for 12 months (or 24 months for a VSE) then a FSE with less than 12 (or a VSE with less than 24 months) will be considered for promotion. 	
Performance, Behaviour and Safety	<p>As a minimum, equal representation from both management and the employees or an alternative ratio as agreed at the respective terminal.</p> <p>The relevant category should be represented on the panel as part of the employee 50% representation - i.e. if the role is a clerical upgrade, clerks are to be on the panel.</p> <p>Each site will determine and agree the appropriate questions to ask in advance of the assessment.</p>	20
Skill and Experience	<p>Each site will determine and agree the appropriate measures and weightings to assess skill and experience. For promotion - higher score for more skills.</p> <p>For training - lower score for more skills</p>	20
Disciplinary Does not include FTR or AMP or Availability	<p>No Formal warnings = 20 points</p> <p>Deduct 5 points per formal warning</p>	20
Attendance and Availability	<p>Availability (applicable to VSEs only) up to 10 points deducted – subject to local site determined benchmarks.</p> <p>FTR = 5 points deducted</p> <p>AMP = 5 points deducted</p>	20
Service	<p>Number of points granted (0-20) based on pro-rated service from 0 years to longest serving – based on months of service.</p>	20

Where scores are equal the Employee with the earliest start date will be selected.

The parties agree the Selection Criteria will be identified and available at the commencement of each recruitment process.

The process will be transparent and input to the selection process will be sought from Team Leaders, Foreman and Head/Senior Clerks as appropriate.

Priority for consideration will apply in the following order; to existing FSE's, VSE's; then casually engaged Employees, and the final selection will be made by management and will be merit based in accordance with the agreed selection criteria.

Appendix 3 – Graduated Retirement Employees

1. The following arrangements apply where an Employee (FSE and VSE) is to be engaged as a Graduated Retiree (GR).
2. A FSE GR:
 - (a) shall retain their grade (unless otherwise agreed)
 - (b) work a maximum 50% of the roster and nominal roster value (as applicable to their position)
 - (c) be paid an annual salary which is 50% of the minimum FSE salary
 - (d) will be entitled to pro rata accrual of Annual and Personal Leave paid at the FSE salary rate
 - (e) Accrue LSL in accordance with clause 26 on a pro rata basis.
3. A VSE GR:
 - (a) shall retain their grade (unless otherwise agreed) (a)
 - (b) work a maximum 50% of the roster (as applicable to their position)
 - (c) be paid an annual salary which is 50% of the minimum salary (as applicable to their grade) (GR Salary)
 - (d) will be provided with 50% of the scratchings limit outlined in clause 18.3
 - (e) will be entitled to pro rata accrual of Annual and Personal Leave paid at the VSE Minimum Salary within this Agreement plus a loading of 27.5%.
 - (f) Accrue LSL in accordance with clause 26 on a pro rata basis.
 - (g) must make themselves reasonably available in accordance with clause 18.1.2 and 18.1.3.
4. A GR will not be permitted to work overtime, unless they volunteer and subject to skills, but may work an extension.
5. A GR is not automatically eligible for a redundancy in the event the Company calls for FSE or VSEs, GR are a separate employment category.
6. In the event a GR is offered redundancy, entitlements shall be calculated as set out below:
7. Where a GR is made redundant:
 - (a) years of service prior to entering a GR arrangement will be recognised and paid at the relevant FSE or VSE salary; and
 - (b) Years of service as a GR will be paid at the GR salary.

E.g. An employee has 13 years' service, 10 years as a FSE and 3 years as a GR. The employee is eligible for 39 weeks' severance pay, 9 weeks will be at GR and 30 weeks at old pre-existing FSE salary.
8. The GR will perform their pre-GR skills unless the GR and the Company agree on an alternative range of duties. An employee may request the Union's assistance to confirm changes if required.
9. The Company will require a minimum of three (3) months' notice before an employee can transition from FSE/VSE to GR.
10. Once approved, the Company shall issue the GR with a letter of appointment incorporating a start date, the individual GR's scope of duties and the agreed roster (where applicable).
11. There will be no automatic replacement of a GR. Where two (2) employees transition to GR one (1) replacement position will be created immediately and a further one replacement position will be created when both employees leave the Company. These roles will be advertised in accordance with clause 39.6.1.
12. FSE GR's will be allocated in accordance with their roster. A VSE GR will be allocated up to the pro rata minimum salary ahead of a Supplementary otherwise there is no preference.
13. Once an employee has been accepted as a GR, they shall not be able to reapply for full time permanent positions that may come available, and the GR position shall have a tenure of no longer than 3 years. However once in the GR Scheme the Company and the employee may agree on an earlier termination date.
14. Applications for GR will be considered subject to operational requirements but will not be unreasonably refused. In the event that the Company becomes aware that a GR arrangement is being used as a

secondary form of employment the Company may terminate the arrangement and the employee's employment in accordance with clause 42.

15. All existing accrued leave entitlements hours and value will be preserved at the time the employee enters into a GR arrangement. This leave will be preserved and paid at the pre-existing FSE/VSE salary value when taken or on termination of employment. Any leave entitlements that are accrued during the GR period will accrue on a pro-rated basis and be paid when taken or on termination on the GR hourly rate. All leave entitlements will continue to be indexed by wage increases as per other rates in this Agreement.
16. Where inconsistencies exist with this Appendix and the terms of Part A or Part B, this Appendix shall prevail to the extent of the inconsistency.

Appendix 4 – Automation

1. In the event that the Company elects to introduce a significant change to the mode of operation at a terminal during the life of the Enterprise Agreement, the process outlined below will apply.
 - (a) When the Company has made a definite decision to make a change to the mode of operation (Board approval for mode change), the Company will communicate the decision to both the Employees and their representatives in accordance with the Enterprise Agreement.
 - (b) The Company will provide the Union with appropriate information in relation to the ongoing operation of the Terminal to assist the Parties to attempt to reach agreement around prospective working arrangements and rostering. Appropriate information shall include, however is not limited to a prospective berth schedule, forecast idle shifts and data relating to working within/above or below grade and roster option data. The Company will not provide commercially sensitive or confidential information. The Company will provide to the Union the labour modelling inputs and outputs in a protected format (that is the Company will not provide the labour model).
 - (c) The Parties will then immediately commence discussions regarding the Mode Change. The discussions will commence no later than nine (9) months in advance of the scheduled go live date.
 - (d) The Parties, in the first instance will seek to reach agreement regarding roles, rosters, labour arrangements and requirements. The Parties agree that the hours of work shall be 32 hours per week, unless otherwise agreed by the Parties.
 - (e) If automation results in the creation of a new role(s) covered by the scope of this Agreement then where practicable the Company will offer Employee(s) whose jobs are made redundant as a result of the automation, training to enable them to be employed in the new role(s) provided that the Employee possesses the necessary aptitude to attain the required skill set within a reasonable time.
 - (f) The Parties will make themselves reasonably available for intensive discussions between nine (9) months and six (6) months in advance of the scheduled go live date.
 - (g) An Independent Panel will be formed and finalised at the commencement of intense discussions or no later than nine (9) months from the scheduled go live date.
 - (h) In the event that the Parties are unable to reach agreement the Parties will refer the outstanding points/issues to the Independent Panel for consideration.
 - (i) The outstanding matters must be referred to the Independent Panel as early as six (6) months and as late as three (3) months in advance of the go live date of the new mode of operation.
 - (j) The Independent Panel may conciliate if they determine it, is an appropriate approach. The Independent Panel will be empowered by the Parties to arbitrate the outstanding issues. The Parties agree to be bound by the decision of the Independent Panel.

2. **Constitution of the Independent Panel**

The independent panel will consist of three (3) panel members. Each party will nominate one member with one agreed presiding panel head.

3. **Transition**

It is the intention of the Parties, that three (3) months out from go live the Parties will have agreement or a binding decision from the independent panel and will be focused on implementation and transition in the lead up to the introduction of the new mode.

4. **Mode Change Payment**

In addition to the Redundancy payment set out in the Enterprise Agreement at clause 43.5 in Part A, further “One off” Redundancy/Mode change payment will be made to any Employee made redundant as a result of the mode change.

The “One Off” Redundancy/Mode change payment consists of an additional fifteen (15) weeks at the rate determined for in the standard redundancy Clause 43.5 as per Part A of the Enterprise Agreement.

This payment applies regardless of the eligible employee's length of service and is triggered where redundancy is specifically related to the introduction of a new mode of operation as effected by DP World.

5. Industrial Action

- (a) Any unprotected industrial action taken by an Employee once a definite decision has been made regarding the mode change will mean that the Employee may have their additional mode change payment reduced.
- (b) Any reduction of an Employee's additional fifteen (15) week mode payment will be determined by the Independent Panel.

Part B - DP World Fremantle

1. Hours of Work

1.1 General Operations Roster

Week/ Panel	Mon	Tues	Wed	Thu	Fri	Sat	Sun
1	E	E	E	E	E	E/O	D/O
2	D	D	D	D	D	OFF	OFF
3	I	I	I	I	I	I/O	I/O
4	OFF	OFF	OFF	OFF	OFF	OFF	OFF
5	E	E	E	E	E	E/O	D/O
6	D	D	D	D	D	OFF	OFF
7	OFF	N/I	N/I	N/I	N/I	I/O	I/O
8	OFF	OFF	OFF	OFF	OFF	OFF	OFF
9	E	E	E	E	E	D/E/O	D/O
10	D	D	D	D	D	OFF	OFF
11	I	I	I	I	I	I/O	I/O
12	E/D/O	OFF	OFF	OFF	D/E/O	OFF	OFF

D	25%	25%	25%	25%	25%	0%	0%
E	25%	25%	25%	25%	25%	0%	0%
I	16.7%	16.67%	16.67%	16.67%	16.67%	0%	0%
N/I	0%	8.33%	8.33%	8.33%	8.33%	0%	0%
D/O	0%	0%	0%	0%	0%	0%	25%
E/O	0%	0%	0%	0%	0%	16.67%	0%
D/E/O	0%	0%	0%	0%	8.33%	8.33%	0%
E/D/O	8.33%	0%	0%	0%	0%	0%	0%
I/O	0%	0%	0%	0%	0%	25%	25%
OFF	25%	25%	25%	25%	16.67%	50%	50%
TOTAL	100%	100%	100%	100%	100%	100%	100%

1.1.1 Average 34 hours per week, Monday to Sunday.

1.1.2 The following standard shift commencement and finish times will apply, other than when shift commencement times are altered in accordance with this Agreement.

Night Shift 2200 – 0600 (commences day prior)

Day Shift 0600 – 1400

Evening Shift 1400 – 2200

1.1.3 Maximum 51 shifts to be worked per 12-week cycle, there will be no carry over of any unworked shifts into the next cycle.

1.1.4 Each Employee will not be required to work more than 8 weekend shifts in each 12-week cycle. This does not include any weekend overtime shift worked.

1.1.5 In weeks 1,5 and 9, Employees can be compelled to work one of the available weekend shifts. In the event that this occurs, the Company will determine which weekend shift is required to be worked.

1.1.6 The Company may cancel an Employee on three (3) occasions, on any day or any shift Monday to Sunday in the 12-week cycle. Cancellations shall not apply to Public Holidays and Closed Port Days.

- 1.1.7 FSE's cannot be cancelled where a VSE is allocated, (excluding VSEs engaged in training and meetings). Where an FSE is cancelled and there is a need for late replacement or buildup, the Company will attempt to contact cancelled FSEs who may volunteer to fill the shift. Where the FSE accepts the late call, the original cancellation cannot be re-used and the shift will be counted.
- 1.1.8 An FSE who is rostered to work Irregular and is allocated to work Night Shift, cannot be cancelled to work Night shift if a VSE is allocated to work Day or Evening shift that day. If an FSE is allocated to Nightshift during the week and was available but not allocated to work Dayshift or Evening shift, then that shift not worked will be counted as a shift worked.
- 1.1.9 No FSE Employee in operations can work more than 8 shifts straight. Going from Day Shift or Evening Shift the day prior to being rostered Night Shift, that day before night will be counted as a shift worked, so the sequence of 8 shifts straight will not be counted as broken.
- 1.1.10 Employees who have not worked 51 shifts in the current roster cycle due to being cancelled or having taken planned annual or long service leave will be required to work one or both rostered shifts in week 12.
- (a) Subject to operational requirements, Employees may volunteer to work the first shift on Monday instead of the two shifts in Week 12.
- (b) Employees will volunteer in the ordinary manner for work first shift Monday and those volunteers will then be allocated by the Company if required.
- 1.1.11 If an Employee is required to work on Monday of week 12 and they have worked the prior Saturday night (first shift Sunday) of week 11 then that Employee can only be allocated to Evening shift on the Monday of week 12.
- 1.1.12 On D/E/O shifts Employees will be allocated to Day Shift first subject to skills, business requirements and fatigue management provisions. These provisions will not apply to Saturday of Week 9 where Employees will be rostered to Dayshift, subject to skills.
- 1.1.13 The Company in consultation with the ERC Committee may balance the skills in the roster panels.
- 1.1.14 When an Employee accesses a week of annual leave in week 7 of the roster, a week of leave shall be deducted from their annual leave entitlement and 5 days shall be counted towards the total number of shifts worked in the roster cycle (i.e. despite there only being 4 rostered shifts in week 7).
- 1.1.15 An FSE may volunteer for overtime in their Rostered Week Off or Rostered Day Off in accordance with the Order of Pick Clause contained in Part B of this Enterprise Agreement.

1.2 R&D Coordinator Day/Evening Roster

Week	Mon	Tues	Wed	Thu	Fri	Sat	Sun
1	E	E	E	E	E	E/D	OFF
2	D	D	D	D	D	OFF	OFF
3	E	E	E	E	E	D/E	OFF
4	OFF	OFF	OFF	OFF	OFF	OFF	OFF
5	D	D	D	D	D	D/E	OFF
6	E	E	E	E	E	OFF	OFF
7	D	D	D	D	D	D/E	OFF
8	OFF	OFF	OFF	OFF	OFF	OFF	OFF
9	E	E	E	E	E	E/D	OFF
10	D	D	D	D	D	OFF	OFF
11	E	E	E	E	E	D/E	OFF

12	OFF	OFF	OFF	OFF	OFF	OFF	OFF
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D	33.33%	33.33%	33.33%	33.33%	33.33%	0.00%	0.00%
E	41.66%	41.66%	41.66%	41.66%	41.66%	0.00%	0.00%
D/E	0.00%	0.00%	0.00%	0.00%	0.00%	33.3%	0.00%
E/D	0.00%	0.00%	0.00%	0.00%	0.00%	16.66%	0.00%
OFF	25.00%	25.00%	25.00%	25.00%	25.00%	50.00%	0.00%
TOTAL	100%	100%	100%	100%	100%	100%	100%

- 1.2.1 Average 35.06 hours per week, Monday to Saturday.
- 1.2.2 51 shifts to be worked per 12-week cycle.
- 1.2.3 Where the R&D Coordinator role (CRD) is required on Saturday, priority allocation will be to the shift requiring the CRD task. If there is no CRD requirement on Saturday, then the R&D Coordinator will be available for other clerical tasks on D/E Shifts. If this is the case, they will not be rostered Evening shift back to Day shift unless there is no Evening shift.
- 1.2.4 An Employee may volunteer for overtime in their Rostered Week Off or Rostered Day Off in accordance with Part B Clause 1.16.
- 1.2.5 Standard shift commencement and finish times will be:
 Day shift 0545 – 1400
 Evening shift 1345 – 2200

1.3 General Maintenance Roster

Week	Mon	Tue	Wed	Thu	Fri	Sat	Sun
1	D	D	I	I	OFF	OFF	OFF
2	OFF	OFF	OFF	D	D	I	I
3	OFF	OFF	OFF	OFF	OFF	OFF	D
4	D	I	I	OFF	OFF	OFF	OFF
5	OFF	OFF	D	D	I	I	OFF
6	OFF	OFF	OFF	OFF	OFF	D	D
7	I	I	OFF	OFF	OFF	OFF	OFF
8	OFF	D	D	I	I	OFF	OFF
9	OFF	OFF	OFF	OFF	D	D	I
10	I	OFF	OFF	OFF	OFF	OFF	OFF

D	20%	20%	20%	20%	20%	20%	20%
I	20%	20%	20%	20%	20%	20%	20%
OFF	60%	60%	60%	60%	60%	60%	60%
TOTAL	100%	100%	100%	100%	100%	100%	100%

- 1.3.1 Average 36 hours per week, Monday to Sunday.
- 1.3.2 Standard shift commencement and finish times will be:
 Day shift 0600 – 1800
 Night shift 1800 – 0600
- 1.3.3 An Employee is required to work 30 shifts in each 10-week cycle in accordance with the rules below:
 - (a) All Maintenance Employees are required to work 2 additional shifts on rostered days off (Monday – Friday) in each 10-week cycle. These shifts will

be mutually agreed and worked either side of their rostered shifts. Alternatively, subject to mutual agreement, these shifts may be worked on another rostered day off during the 10-week cycle. In all circumstances, Maintenance Employees cannot work more than 6 consecutive 12-hour shifts.

- (b) A maximum of 8 rostered weekend shifts to be worked in each 10-week roster cycle.
 - (c) All FSE Tradespersons shall be expected to perform the role of Leading Hand on shift if required by the Company. In appointing a Leading Hand (as and when required), the Company will endeavour to ensure that there is a fair and equal allocation of the Leading Hand responsibility across all Tradespersons, subject to satisfactory performance.
 - (i) In the absence of an FSE performing this task, a VSE will be allocated to the task and will be paid at Grade 7 for a 12-hour Day/ Night Shift in accordance with Clause 14.6 in Part A. Shift loadings will apply according to the provisions within this Agreement.
 - (d) Where a Public Holiday falls on a Day or Irregular shift and the Employee is not required to work, the Employee will be paid their normal salary and the Public Holiday will be counted as a shift worked towards their 30 shifts per cycle. If the Employee is required to work a public holiday the Employee will be paid in accordance with Clause 30.5 in Part A.
- 1.3.4 Irregular ("I") rostered shifts shall be allocated as Night shift in the first instance. This does not limit the Company's ability to allocate Irregular rostered employees to Day shift subject to operational requirements.
- 1.3.5 Maintenance Employees on this roster will be entitled to 15 x 12 hr shifts of Annual leave per annum.
- 1.3.6 As part of a fatigue management plan, no Maintenance Employee will be required to work more than 6 consecutive 12-hour shifts.
- 1.3.7 Overtime shifts may be offered to Maintenance Employees for a period of either 8 or 12 hours. This is only to be used so that maintenance can be in line with Operations hours of work.
 - (a) Where the Company requires Maintenance Employees to work an overtime shift, the Employees that are rostered closest to the required overtime shift will be asked first. If they decline, the Company will then ask other available Employees on an equal basis to fill the required shift.
 - (b) In the event no Employee accepts an overtime shift, the Engineering Manager will work together with the Maintenance delegate to ensure the Company's labour requirements are met.
 - (c) In the event of emergency circumstances, Maintenance Employees may be asked to perform a shift extension. This is on a voluntary basis up to a maximum of 2 hours.
- 1.3.8 All rostered Maintenance Employees who are required to work Dayshift on Christmas Eve and/or Dayshift on New Year's Eve, will cease work at 1400. By exception and to ensure maintenance coverage for operational Employees, there may be a 1,2,3 or 4-hour extension required. There will be no loss of pay.
- 1.3.9 If there is a requirement to work the Evening shift on Christmas Eve or New Year's Eve in operations, there will be an 8-hour overtime shift worked in maintenance to ensure that there is coverage for operations. All maintenance employees will be permitted to depart the terminal at the same time as operations.

1.4 **Apprentices**

- 1.4.1 At the commencement of this Agreement, the Company will commence the recruitment process to employ 1 mechanical and 1 electrical apprentice.

1.5 Maintenance Tool Allowance

- 1.5.1 On commencement of employment, the Company will provide Tradespersons with a tool trolley and a full set of tools appropriate to their trade.
- 1.5.2 Tradespersons with a minimum of 18 months service, will have the option to keep the tools issued should they leave the Company.
- 1.5.3 Subject to an Employee providing the Company in writing with details of any damage to or loss of tools supplied by the Company, the tools will be replaced by the Company at no charge to the Employee.

1.6 Maintenance Storesperson Roster

Week	Mon	Tue	Wed	Thu	Fri	Sat	Sun
1	D	D	D	D	OFF	OFF	OFF
2	D	D	D	D	D	OFF	OFF

- 1.6.1 Average 36 hours per week, Monday to Friday.
- 1.6.2 Standard shift commencement and finish times will be 0600 – 1400
- 1.6.3 During periods of planned leave, this position will be filled by an appropriately skilled Employee covered by this agreement.

1.7 Flexible Start and Finish Times

- 1.7.1 Shift starts may be worked in accordance with operational and maintenance requirements.
- 1.7.2 Notification of changes of shift times for all Employees (advanced or delayed starts) will be given at the normal allocation time.
- 1.7.3 Shift starts may apply as follows (excluding Maintenance Employees working a 12-hour shift):
 - (a) An Employee working Day Shift may be required to delay their start time by 1 or 2 hours.
 - (b) An Employee working Evening shift may be required to advance their start time by 1 hour or delay their start time by 1 or 2 hours.
 - (c) An Employee working Night shift may be required to advance their start time by 1 hour.

Shift	Advanced Start (hours)	Delayed Start (hours)	Latest Finish	Extensions (hours)
Day	Nil	1,2	1800 hours	1,2,3,4
Evening	1	1,2	2359 hours	1,2
Night	1	0	0700 hours	1

- 1.7.4 Employees will be entitled to a minimum 10-hour break in accordance with the provisions in Part A Clause 14.3.4 other than where it forms part of a roster.
- 1.7.5 Employees may volunteer to work a 2-hour reverse extension on Evening Shift. Where this occurs, the shift will commence at 1200hrs. In accordance with Part B Clause 1.13, Shift Extensions shall apply in all other circumstances.

1.8 Rest Periods

- 1.8.1 The following rest periods shall generally apply:

Shift Length	Rest Period
4 hours or less	No rest period
Up to 8 hours	45 minutes in total (no more than 2 rest periods)

9 to 10 hours	60 minutes in total (no more than 3 rest periods)
11 to 12 hours	75 minutes in total (no more than 3 rest periods)

Note: The above shift lengths include shift extensions where applicable.

1.8.2 Rest periods for Employees may be one meal break (vessel work) or two meal breaks (R&D) as detailed in Part B Clauses 1.9 and 1.10.

1.8.3 Washing / walking time, over and above the agreed rest periods will be limited to 5 minutes before a rest break and 10 minutes before the end of the shift. The Company will monitor shift compliance and address as required.

1.9 One Meal Break - Vessel Work

1.9.1 There will be one rest period totalling 45 minutes as follows:

Nightshift	0145 - 0230
Dayshift	0945 - 1030
Evening Shift	1745 - 1830

1.9.2 The meal break will not be altered other than to enable continuity on vessel operations.

1.9.3 Where an RTG driver is provided with one rest period of 45 minutes during a shift, the driver will only be required to drive one run in an RTG. Employees required to drive RTG will be paid the applicable rate.

1.9.4 Where a Crane Driver is provided with one rest period of 45 minutes during a shift, the driver will self-manage mid run rotation at a time that minimises disruption to vessel operations.

1.9.5 Where an ITV or Forklift Driver is provided one rest period of 45 minutes during a shift, the drivers may be required to drive for two runs. Subject to available skills, the second run may be rotated with another appropriately skilled employee provided there is no additional cost and there is no disruption to operations.

1.9.6 At appropriate times during operations, RTG will be required to undertake exercises. This should nominally be occurring each hour of work.

1.10 Two Meal Breaks (R&D)

1.10.1 There will be two rest period totalling 45 minutes in each shift as follows:

Shift	1st Break	2nd Break
Night – 2200 hours	0030 to 0050	0330 to 0355
Day – 0600 hours	0830 to 0850	1130 to 1155
Evening – 1400 hours	1630 to 1655	1930 to 1950

1.10.2 The rest period commencement times will be taken in accordance with the table above but can be altered by the length of the break (i.e. taken earlier or later). Notification of the movement of a break will be given at least 30 minutes before commencement of the rest period.

1.11 Meal Breaks - Continuous Operations

1.11.1 Where continuous operations are utilised, meal breaks will be taken in accordance with the continuity rosters agreed to between the Company and the ERC prior to the implementation of continuous operations or rosters.

1.12 Notification Procedures

1.12.1 Notification of allocation to Monday to Saturday shifts for Operational Employees shall be released via the allocation system no later than 1400hrs on the day prior to the proposed workday other than referred to herein.

- 1.12.2 Unless in extenuating circumstances all notification of allocation Monday to Saturday will be done and available at 1400hrs. Where this cannot occur because of an extenuating circumstance then the company will advise the union and delegate on shift of the reason as to why it cannot be done. Orders will be available via the allocation system no later than 1400hrs daily.
- 1.12.3 Notification of allocation to Sunday shifts for Employees shall be released via the allocation system no later than 1400hrs on the preceding Friday.
- 1.12.4 Notification of call-back allocation to Night Shift Monday – Friday may be subject to allocation including variation in accordance with Part B Clause 1.7.3 between 0600hrs and 0800hrs on the day of requirement. Where possible, Employees on shift will be notified prior to the completion of their shift.
- 1.12.5 Employees not allocated to the following Night Shift can indicate to the Supervisor that they are unavailable for call-back and as such will not be required to work a call-back shift.
- 1.12.6 Notification of allocation for Employees required to work shifts on Public Holidays falling on a Monday or Tuesday, shall be made on the Friday by 1400hrs subject to confirmation.
- (a) Notification of cancellation of that shift will occur by the allocation system no later than 1400hrs on Sunday. FSE, VSE and Supplementaries may opt to take up another Monday shift if required by the Company in lieu of a cancelled Monday Public Holiday shift.
- (b) Any Permanent (FSE or VSE) Employee that has been compelled to work the Monday public holiday on the preceding Friday will have that shift locked in and can't be cancelled.
- 1.12.7 VSE and all Supplementary Employees Monday to Friday scratching cut-off times, will be cut off at 0700hrs the day prior to the proposed workday.
- 1.12.8 On Saturday and Sunday, scratching cut-off times for VSE's and all Supplementary Employees will be cut off at 1600hrs on each preceding Thursday.
- 1.12.9 For Public Holidays that fall on a Monday or a Tuesday, scratching cut-off times for VSE's and All Supplementary Employees will be cut off at 1800hrs on each preceding Thursday.
- 1.12.10 Employees shall be responsible for ascertaining when they are required to work.
- 1.12.11 The Company may contact Employees at any time after the usual notification time and procedures above, to provide additional resources due to unforeseen circumstances to meet operational and maintenance requirements. No Employee in these circumstances will be compelled to work at short notice and it is essential that the Employee has had adequate rest and is able to meet all Company requirements in relation to working safely, prior to accepting any such engagement at short notice. Unless key skills require urgent replacement, the Company will avoid telephoning Employees between 2300 and 0500hrs.
- 1.12.12 Employees will not be allocated to Night shift commencing Sunday night (i.e. first shift Monday) on return from a week of leave.
- 1.12.13 Operational Employees shall only be allocated to work a maximum of 8 straight shifts.
- 1.12.14 Employees shall not be allocated to work a Day Shift where they have worked an Evening Shift on the previous day, other than in the following circumstances:
- (a) Where it is agreed as part of a roster set out in this Agreement; or
- (b) Where the allocation of the Employee is for the purpose of attending a HSE, ERC or EA Meeting; or
- (c) Employees may swing from Evening Shift to Day Shift in accordance with the provisions in Clause 14.3 of Part A.

1.13 Shift Extensions

- 1.13.1 Shift extensions for all Employees (other than Maintenance Employees working a 12-hour shift), will be provided and worked to meet operational and maintenance requirements. Extensions will not be unreasonably requested or withheld.
- 1.13.2 Employees are to advise the Yard Foreman prior to the commencement of the shift of their unavailability to extend beyond the normal shift period. Once notified employees will not be compelled to extend beyond their rostered shift. Employees who do not advise of their unavailability can be placed on an extension for that shift if there is a requirement. At any time after the commencement the Supervisor can request a copy of the extension list for that shift.
- 1.13.3 Where 2 meal breaks are in operation, the Company will notify the Employee of the extension and the length of the extension, 2 hours prior to the end of shift. Once an extension is notified it cannot be cancelled. Where 1 meal break is in operation, extension and the length of the extension will be notified by the end of the break but may be cancelled 2 hours prior to the end of the shift.
- 1.13.4 If an allocated shift is extended beyond 8 hours in duration, then the extension beyond 8 hours will be paid as overtime. Day Shift can be extended by up to 4 hours but not exceed 1800hrs, Evening Shift by up to 2 hours but not exceed 2359hrs, Night Shift can be extended by 1 hour only, to finish a vessel, hatch or job.
- 1.13.5 By mutual agreement between an Employee and the Company, an Employee may agree to work a 2-hour reverse extension on the Evening Shift which will commence at 1200hrs. The Company may allocate the reverse extension at the normal notification time, the day prior to the reverse extension being worked or do a call up the morning of the extension.
- (a) Employees will be engaged subject to skills and the Order of Pick Clause 1.16 in Part B.
 - (b) Employees working this extension will be entitled to a half hour break commencing at 1330hrs.
 - (c) This reverse extension will be paid at the appropriate Evening Shift extension rate (2.5x the Part A Clause 11 rate) and would be used exclusively for prep work for the vessel where the minimum manning requirement shall be 1 Foreman, 2 Crane drivers and 3 General Hands.
 - (d) The Company may also call up General Hand/Lashing Employees on a voluntary basis to work a 2-hour reverse extension to perform the duties of General Hand / Lashing only.

1.14 Application of Four Hour Minimum (VSE and Supplementary Employees only)

- 1.14.1 A 4-hour minimum engagement may be applied to VSE and Supplementary Employee's for the following activities:
- (a) Training
 - (b) Meetings (excluding HSE, ERC and EA meetings);
- 1.14.2 If the work period exceeds 4 hours, a minimum 8-hour engagement shall apply to VSE's and Supplementary Employees. 4-hour minimums if extended cannot exceed 8 hours.
- 1.14.3 Notification of an extension of the 4-hour minimum will be provided no later than 2 ½ hours after the shift commencement time. Rest periods will then be applied in accordance with Clause 1.8 in Part B. Advice of the shift extension may be deferred until the end of the shift following consultation between the Company and the Employee Representative if unforeseen circumstances arise.

1.15 Overtime

- 1.15.1 Overtime will not be offered during periods of annual leave.

1.15.2 A permanent Foreman will be required to perform a handover/ prestart, the Foreman will be paid a 30-minute shift prestart at the applicable grade and rate of pay as detailed in Clause 11 in Part A, for every shift that that they work as a Foreman. Any other Employee that is upgraded to the Yard Foreman role where there is no permanent Foreman on shift will be paid the 30-minute prestart. For the avoidance of doubt this payment does not apply when the Employee is not allocated to Foreman or on leave.

1.16 **Order of Pick**

1.16.1 Subject to an Employee possessing the skills required to perform the relevant work, roster provisions and the fatigue management provisions set out in this Agreement, the Company will allocate Employees to perform work in accordance with the following order of pick:

- (a) Fixed rostered FSE's allocated in their category first in accordance with their roster; then
- (b) Irregularly rostered FSE's allocated in their category before any upgrades; then
- (c) VSE's that have not met their fortnightly minimum salary and their minimum yearly salary as set out in Clause 18.5 of Part A; then
- (d) A-Supplementary Employee's unless they have reached half the minimum salary of a VSE set out in Clause 18.5 of Part A; then
- (e) FSE's working overtime will be allocated in their category in the first instance, and will only be upgraded after rostered FSE's but before VSE's or Supps; then
- (f) VSE's who have met both their annual and fortnightly Minimum Salary set out in Part A Clause 18.5; then
- (g) A-Supplementary Employees who have exceeded half the Minimum Salary set out in Part A Clause 18.5; then
- (h) B-Supplementary Employee's.

1.16.2 There will be a standard agenda item at the ERC to review the Order of Pick clause where the intent is for no VSE or Supplementary Employee to exceed the salary cap as set out in Clause 12 in Part A. Where a VSE or Supplementary Employee is forecast to exceed the salary cap this will be managed whereby, they will be paid their minimum fortnightly salary until their annualized earnings come back under the cap. During this time, FSE's volunteering for overtime will be prioritized in the order of pick.

1.16.3 Where the Company makes an allocation error and fails to allocate an Employee in accordance with the Order of Pick, they may rectify the error subject to the Company allocating the shift to the affected Employee with at least 8 hours' notice. In these circumstances, the Employee has the option to work or not work the newly allocated shift. Where an Employee declines the opportunity to work the newly allocated shift, the Company is not obliged to pay the Employee for the shift not worked.

1.16.4 Where any Employee should have been allocated to work in accordance with the order of pick set out above, and the Company failed to allocate them accordingly and also fails to rectify that error in the method set out above, that employee who was not allocated will be paid for that shift and have all other conditions of employment and terms of this agreement applied as if they had worked the shift to which they should have been allocated.

1.17 **Public Holidays (other than Closed Port Days)**

1.17.1 FSE's who work on a Public Holiday as per their roster or weekend allocation shall be paid in accordance with Part A Clause 30.

1.17.2 Volunteers will be rostered in the first instance in accordance with the following:

- (a) Rostered FSE's working in their category; then
- (b) Rostered Off FSE's working in their category; then

- (c) Rostered FSE's working outside of their category; then
- (d) Rostered Off FSE's working outside of their category; then
- (e) VSE's; then
- (f) A Supplementaries; then
- (g) B Supplementaries.

1.17.3 Where insufficient FSE's, VSE's and Supplementary Employees make themselves available to work Public Holidays, Employees will be compelled to work in accordance with the following:

- (a) Skilled FSEs (excluding grade 2 tasks) who would normally work in accordance with their roster and/or weekend allocation; and
- (b) VSEs allocated in accordance with their nominated Public Holiday which are advised by the ERC in January each calendar year.

1.17.4 VSE's will be required to nominate 3 Public Holidays that they must be available to be allocated for each year. The Company will seek to compel a VSE on their preferred Public Holiday on the basis that there is an equal nomination across all Public Holidays in the calendar year.

1.18 Closed Port Days

1.18.1 25% of Permanent Employees (FSE's and VSE's) are required to nominate 1 day of the 4 Closed Port days (Labour Day / Good Friday / Anzac Day and Melbourne Cup Day) each year where they can be compelled to work if there are insufficient volunteers available from the workforce to meet the requirements of the Company. Provided in this list there will be a reasonable distribution of skills from both categories of Employees that must be available for allocation on each Closed Port Day in the event the Company has insufficient volunteers available from the workforce to meet their labour requirements.

1.18.2 The Company will seek to compel a FSE or VSE on their preferred Closed Port Day on the basis that there is an equal nomination across all Closed Port Days in the calendar year.

1.18.3 ERC will conduct the nomination process and will provide the names to the Company in January each year.

1.18.4 The Company will complete allocation for Closed Port Day shifts (including Good Friday, Anzac Day, Labour Day and Picnic Day) in accordance with the following table:

Allocate Closed Port Day:	Closed Port Day falls:
Monday	Wednesday
Tuesday	Thursday
Wednesday	Friday
Thursday	Saturday
Friday	Sunday
Friday	Monday
Friday/ * Confirmation Sunday	Tuesday

* Closed Port Days that fall on a Tuesday will be allocated on the Friday no later than 1400hrs but subject to confirmation or Cancellation on Sunday's allocation by no later than 1400hrs. Confirmation is only to be used to cancel previously allocated Employees, not to reallocate or roster any more Employees.

1.18.5 The 3 shifts for all Closed Port Days are N/D/E except for Melbourne Cup Day (Picnic Day) where the Closed Port shifts are D/E/N.

1.18.6 Subject to skills, volunteers will be rostered in the first instance in accordance with the order of volunteers being:

- (a) FSE's in accordance with their roster; then
- (b) FSE's who are rostered off; then
- (c) VSE's; then
- (d) A Supplementaries; then
- (e) B Supplementaries.

1.18.7 Where insufficient FSE's, VSE's and Supplementary Employees make themselves available to work Closed Port Days, Employees can be compelled to work in the following order:

- (a) FSE's who would normally be rostered to work, and their nominated volunteer day falls on that day (excluding Grade 2 tasks);
- (b) FSE's who are rostered off, but their nominated volunteer day falls on that day (excluding Grade 2 tasks);
- (c) VSE's allocated in accordance with their nominated Closed Port Day which are advised at the commencement of each calendar year.

2. Remuneration

The salaries set out in this Agreement are in full and final settlement of all award and non-award allowances, leave loadings, shift premiums, meal monies and any application of the irregular part of any roster, where a roster applies.

2.1 General Operations Roster

Position	Grade	Salary from Approval	01.02.25	01.02.26	01.02.27
Foreman Equipment Control Clerk	6	\$152,290	\$162,950	\$169,469	\$177,095
Crane Driver Control Clerk Safety Facilitator	5	\$142,027	\$151,969	\$158,048	\$165,160
RTG Driver Cargo Care Reach Stacker Refueler	4	\$137,851	\$147,501	\$153,401	160,304
Forklift Driver	3	\$125,799	\$134,605	\$139,990	\$146,289
ITV Driver	2	\$117,607	\$125,839	\$130,873	\$136,762

2.2 R&D Coordinator

Position	Grade	Salary from Approval	01.02.25	01.02.26	01.02.27
R&D Coordinator	6	\$142,084	\$152,030	\$158,111	\$165,226

2.3 **General Maintenance roster**

36 Hour roster

Position	Grade	Salary from Approval	01.02.25	01.02.26	01.02.27
Tradesperson	6	\$164,054	\$175,538	\$182,559	\$190,775

2.4 **Maintenance Store Person Roster**

Position	Grade	Salary from Approval	01.02.25	01.02.26	01.02.27
Storeperson	4	\$100,552	\$107,591	\$111,895	\$116,930

3. **VSE Availability**

- 3.1 A VSE may scratch 27 shifts in every 28-day period.
- 3.2 Scratching levels will be discussed as a regular agenda item at the ERC.
- 3.3 Should there be insufficient VSE availability, this will be first raised at the ERC and then with the workforce. If there is a proposal to reduce the number of scratching's per month, it will require a majority vote by the VSE group. If the proposal is rejected or it fails to address the labour shortfall, the Company may give 6 weeks' notice to increase the Irregular pool numbers.
- 3.4 Consistent with Part A, Clause 18 a maximum of 50% of the total pool of VSE Employees can scratch a full day (N,D,E) on each respective Saturday or Sunday. Where less than 50% of VSE employees have scratched a full day on a Saturday and Sunday, the balance of weekend shifts not scratched can be made up by employees scratching one or two shifts.
 - a) In addition to the above, partial scratchings will be allowed for the remainder of the available VSE's of up to 2 shifts per available Employee on each day with each shift capped at a maximum of 33% of the available VSE's, unless otherwise agreed with the Company. Weekend scratchings for the 'available' VSE's will open each Monday for the following weekend and will be granted on a first come, first served basis.
 - b) For avoidance of doubt, the weekend shifts for Saturday are Friday Night/ Saturday Day/ Saturday Evening and for Sunday are Saturday Night/ Sunday Day/ Sunday Evening.
 - c) The Company will discuss VSE weekend availability as a regular agenda item at ERC meetings. Where VSE unavailability on weekends repeatedly impacts DPW's ability to provide sufficient resourcing across all weekend shifts, the Company will notify the ERC of the issue. The Company and ERC will then discuss potential changes to VSE availability and other factors to ensure sufficient resources are available. Any changes to scratching arrangements can only occur by mutual agreement between the Company and the ERC.

4. **Establishment**

4.1 Establishment numbers at commencement of the Agreement

Employment Category	Operations	Maintenance	Total
Fixed Salary Employee (FSE)	60	21	81
Variable Salary Employee (VSE)	87	4	91
Supplementary Employee	25	-	25
B Supplementary Employee*	23	-	23
Total	195	25	220

*Estimation only.

Position	Number in position at Commencement
Foreman	6
Crane Driver	16
RTG Driver	27
Forklift Driver	4
R&D Coordinator	2
Equipment Control Clerk	4
Control Clerk (Grade 5)	1
Tradesperson	20
Maintenance Storeperson	1
Total	81

- 4.2 A VSE Employee who elects to change their classification to a Supplementary classification will be classified as a B-Supplementary unless there are exceptional circumstances. In the event a VSE employee is re-classified to an A-Sup classification, the Company shall notify the ERC Committee of the exceptional circumstances and the period in which an Employee will remain in the A-Supplementary pool shall be 6 months, in which case the Employee can elect to go back to the VSE position they previously held or be re-classified as a B-Supplementary.

5. Supplementaries

5.1 A Supplementaries

- 5.1.1 Promotion of an Employee from an A-Sup classification to a VSE classification will be determined by length of service, subject to satisfactory performance. This will require an A-Sup Employee to not have been subject to the following:
- (a) Unavailability in excess of 45 shifts per month for more than 3 calendar months in a rolling 12-month period; or
 - (b) Unavailability in excess of 13 consecutive days per month for more than 3 calendar months in a rolling 12-month period; or
 - (c) FTR in the last 12 months; or
 - (d) AMP in the last 12 months; or
 - (e) Written Warnings in the last 12 months.
- 5.1.2 The A Supplementary pool will be set at the establishment number from the commencement of this Agreement. The number of Employees in the A Supplementary pool can be changed by agreement between the Company and the ERC Committee.
- 5.1.3 An A Supplementary Employee shall be re-classified to a B Supplementary classification if they have made themselves unavailable in excess of 45 shifts per month or periods of more than 13 consecutive days per month for more than 3 calendar months in a rolling 12-month period.
- 5.1.4 An A Supplementary Employee must be willing to undertake training offered by the Company for progression to a VSE position in the heavy forklift skill and be deemed competent and passed out by one of the Company's trainers before they are to be reclassified to the VSE position.

5.2 B Supplementaries

- 5.2.1 B Supplementaries shall be engaged in the same manner as a Supplementary defined in Clause 19 of Part A except as otherwise provided for in this clause. B Supplementaries can only be recruited following consultation with the ERC and the Union.
 - 5.2.2 B Supplementaries will only be allocated when all other available labour resources have been utilised.
 - 5.2.3 B Supplementaries will be entitled to shift equalisation within the B Supplementary pool in each pay cycle subject to skills and availability. However, there will be no guarantee of earnings equalisation.
 - 5.2.4 B Supplementaries will not be eligible for automatic promotion as per clause 19.2 of Part A.
 - 5.2.5 B Supplementaries may be considered for promotion where DP World has a need to increase the Supplementary category following consultation for replacement to maintain the A Supplementary pool. Earnings and availability data will be available regarding the Supplementary category via the monthly ERC.
- 5.3 Where possible, the intention is to ensure that the Supplementary pool have an opportunity to access a reasonable number of shifts leading to the opportunity for promotion as per Clause 19.2 of Part A.
- 5.4 Promotion will be determined on length of service and subject to satisfactory performance which will include but is not limited to the following:
- 5.4.1 No FTR's in the last 12 months;
 - 5.4.2 No AMP's in the last 12 months; and
 - 5.4.3 No written warnings in the last 12 months; and
 - 5.4.4 Other criteria to be determined at the ERC Implementation Meeting

6. Fatigue Management

- 6.1 An Operations Employee cannot work more than 8 consecutive shifts. For the avoidance of doubt, working Day or Evening Shift prior to being rostered Night Shift, the day before, will not be considered a break in consecutive shifts worked.
- 6.1.1 An Employee who has worked 8 consecutive shifts cannot be allocated to Night Shift the next day. They must have a full day off being Day/ Evening/ Night.
 - 6.1.2 Following 8 consecutive Night Shifts, an Employee's next available shift will be Evening Shift the following day.
- 6.2 A Maintenance Employee cannot work more than 6 consecutive 12-hour shifts.
- 6.3 Up to and including 2 sick days does not break the consecutive shift rule prescribed in this clause.
- 6.4 No employee will be rostered from Evening Shift back to Day Shift other than in the following circumstances:
- 6.4.1 Where the roster provides for a change from Evening to Day Shift and it is not an Irregular shift; or
 - 6.4.2 Employees will be entitled to a minimum 10-hour break in accordance with the provisions in Part A Clause 14.3.4 other than where it forms part of a roster.
 - 6.4.3 Where an Employee is attending an ERC, Enterprise Bargaining, or OH&S meetings.

7. Heat

- 7.1 Refer to Clause 34 in Part A.
- 7.2 The temperature will be taken from the nearest bureau of meteorology site.

8. Manning

- 8.1 Manning for all operations will be based on safe practice and operational requirements as determined by management, subject to HSE and other relevant legislation.
- 8.2 The clerical area will consist of an R&D Coordinator where there is R&D occurring and an EC Clerk where there is up to three cranes working the vessel/s. When there are four cranes working the vessel/s there will be an additional EC Clerk allocated.
- 8.3 A Yard Foreman will be picked up on all shifts where there is receipt and delivery on the road or when working a ship's vessel or when both activities are occurring at the same time.
- 8.4 A dedicated Refueller will be allocated to dayshift Monday to Friday when there is both R&D and working a vessel or when there is more than 100 refers in the yard. When only R&D is working and a Refueller has been allocated, they will be redeployed as required to other tasks after refuelling is complete.
- 8.5 Any Employee who has their skills suspended following an incident or accident will have the investigation and outcome determined within 7 days from the date of the incident unless there are extenuating circumstances which prevent this from occurring.

9. Safety / Training Facilitation

- 9.1 The Company will utilise a HSE Committee Representative (HSR) to perform the duties of a Safety Facilitator on the starting shift of all vessels. In the event of an unplanned absence of the allocated Safety Facilitator, another HSR on shift will be allocated to this task. In the absence of a HSR on duty, the Supervisor in conjunction with a suitably qualified Employee nominated by the Yard Foreman, will conduct the vessel inspection.
- 9.2 Outside of the starting shifts on vessels, HSR's on roster will be engaged on an as needs basis for other safety or training related tasks. This may include tasks such as yard audits, risk assessments, vessel inspections, procedural review of standard operating procedures and safety projects.
- 9.3 Safety facilitation work will be performed in accordance with the general operations roster. Safety facilitation work may be reviewed by the HSE and ERC Committees.
- 9.4 Subject to rosters and sufficient workload, the Safety Facilitator may be utilised Monday – Sunday and will be redeployed where there is a skills shortage at the beginning of the shift.
- 9.5 The Safety Facilitator will also be utilised to facilitate training as required in conjunction with other safety related tasks.

10. Training

- 10.1 The Company will train VSEs in the Forklift and/or Reachstacker and/or RTG (if the mode of operations still exists and is the primary mode) skills, taking into consideration the following:
 - 10.1.1 Training will be allocated subject to operational requirements;
 - 10.1.2 The Company will train VSE's in order of being promoted from an A Supp to a VSE. The promotion will not occur until the A Supp has been passed out as competent in driving a heavy Forklift. The Company will develop a training matrix in consultation with the ERC which will determine the timeframe of the training commitment;

- 10.1.3 A set number of training shifts will be offered for each area of competency before an assessment is conducted. If an Employee is not deemed competent after the assessment no further training will be offered however the Employee may express interest in the next training intake.
- 10.1.4 An A Supplementary seeking promotion to VSE who is not deemed competent within the required number of training shifts, will not progress to VSE, however can seek re-classification in 12 months' time if they have satisfied the promotion criteria.
- 10.2 The minimum requirement for an employee to obtain a VSE category of employment is to obtain 3 skills being Lashing, ITV/Podder and Heavy Forklift. All current VSE's that do not hold the minimum requirement will be given the opportunity to obtain all of these skills but if for a valid reason they cannot obtain the third skill being the heavy Forklift requirement after being assessed by the Trainers then their position as a VSE will be grandfathered for their time of employment.
- 10.3 Employees will not be compelled to undertake training or meetings of any kind (including online refresher courses) in their own time.

11. Committees

- 11.1 The Company will continue to support the ERC and HSE Committee.
- 11.2 The objectives of the ERC are to encourage Employee contributions in the decision-making process and to focus attention on the requirements of customers and the needs of Employees and the Company to improve site productivity through communication, information sharing and consultation as well as to raise employee concerns which relate to the terms of the Enterprise Agreement or other employment issues.
- 11.3 The Company shall schedule and hold a minimum of eleven (11) ERC meetings and eleven (11) HSE Committee meetings per annum, with the expectation of a meeting every month though leaving December free to catch up on a meeting if the total hasn't been met. Where possible, the Company shall schedule 1 HSR Meeting and 1 ERC Meeting each calendar month, with each meeting being at least 3 weeks apart, unless otherwise agreed. The ERC meetings are to be held on site or where requested at the relevant Branch Office of the Union. A request to hold an ERC meeting at the Branch Office shall not be unreasonably refused.
- 11.4 Where appropriate, ERC and HSE Committee meetings may be held on the same day. Documentation, agreed data and the agenda shall be provided 3 days prior to the respective committee meeting to enable Employee Representatives adequate time to prepare for the above named meetings. The Company shall provide adequate resources for the Committee's use including access to a workstation, computer, Microsoft tools (excel, word, office), internet, phone, printer, and stationary.
- 11.5 Where FSEs choose to attend EA meetings during their leave or rostered off periods, they will have the choice to receive a day in lieu or be paid overtime. Time in lieu will be capped at 10 DIL thereafter an employee will be paid overtime in accordance with the Award.
- 11.6 The ERC committee will be made up of 9 employees consisting of 4 FSE operations employees, 1 FSE clerical employee, 3 Irregular employees and 1 maintenance employee.
- 11.7 The OH&S committee will be made up of 8 employees consisting of 4 FSE employees, 3 Irregular employees and 1 maintenance employee.

12. Clothing

- 12.1 Due to WA regulations, Maintenance Employees will be entitled to an additional \$351.58 clothing allowance for PPE2 annually.
- 12.2 The annual order month for all Employees will be 1st of March of each year.