



MUA - ACFS PORT LOGISTICS PTY LIMITED

Fair Work Agreement 2023 to 2026

MUA-ACFS PORT LOGISTICS PTY LTD FAIR WORK AGREEMENT 2023-2026

This Agreement shall be known as the MUA-ACFS Port Logistics Pty Limited Fair Work Agreement 2023 to 2026.

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PART A – COMMON TERMS AND CONDITIONS

1. TITLE

- 1.1. This Agreement will be known as the MUA - ACFS Port Logistics Pty Ltd Fair Work Agreement 2023 to 2026.

2. PARTIES BOUND

- 2.1. This Agreement shall be binding on:

- 2.1.1. ACFS Port Logistics Pty Ltd (“**ACFSPL**”);
- 2.1.2. the employees of ACFSPL as described in clause 4 (“**Employees**”); and
- 2.1.3. the Maritime Union of Australia (“**MUA**”), a Division of the Construction, Forestry and Maritime Employees Union

but only to the extent contemplated by clause 4 of this Agreement.

- 2.2. For all purposes of this Agreement, a Former Patrick Employee means an Employee who was offered, and accepted, employment with ACFSPL, on 1 August 2015 as a consequence of the acquisition by ACFSPL of various Patrick businesses and/or assets.
- 2.3. Further, for the purposes of this sub clause 2 of Schedule 4, a Former Kerry Employee means a former employee of Kerry Logistics (Australia) Pty Ltd (“**Kerry**”) and employed by ACFSPL on 1 October 2017.

3. OBJECTS OF THIS AGREEMENT AND AMALGAMATION RECOGNITION

- 3.1. The objects of this Agreement are to:

- 3.1.1. enhance the safety and fairness of ACFSPL’s operations;
- 3.1.2. enhance the productivity and efficiency of ACFSPL’s operations;
- 3.1.3. provide an exceptional service to customers and a fulfilling workplace for Employees;
- 3.1.4. continually create and improve efficiencies in all aspects of ACFSPL’s operations;
- 3.1.5. provide the appropriate training to Employees to meet ACFSPL’s needs and to provide career paths for Employees;
- 3.1.6. provide a flexible and skilled workforce who take responsibility for the work they perform;
- 3.1.7. work together and take responsibility for providing and continually improving a safe and healthy workplace;

- 3.1.8. continually improve trust and cooperation between the parties, through increased communication, information sharing and consultation;
- 3.1.9. subject to reasonable practical requirements, such as adequately servicing industry peaks, promote job security through the full utilization of full-time permanent Employees before the engagement of outside hire.

4. SCOPE & OPERATION

4.1. This Agreement applies to all employees of ACF SPL:

- 4.1.1. whether eligible to be members of the MUA or not; and
- 4.1.2. whose employment falls within the description contained in the classifications in Schedule 1 of this Agreement but only to depots, sites or yards operated and owned or leased by ACF SPL; and
- 4.1.3. only to an Employee employed by ACF SPL at the following locations:
 - 4.1.3.1. Depot A – 38 – 72 Appleton Dock Road, West Melbourne, VIC, 3003
 - 4.1.3.2. Depot C - 100-120 Coode Rd, West Melbourne, VIC, 3003
 - 4.1.3.3. Appleton Rail Terminal including ACFS eRail – Cnr Appleton Dock Road & Coode Road, West Melbourne 3003
 - 4.1.3.4. Yard Operations SA – 4 Martin Avenue, Gillman , SA, 5013
 - 4.1.3.5. Empty Depot Webb Dock – 24 Kooringa Way, Port Melbourne, VIC, 3207

4.2. Notwithstanding clause 4.1, where ACF SPL establishes a new depot, site or yard which only involves the lifting of containers on to or from a heavy vehicle or rail car, or the stacking and storage of containers, within the Swanson Dock or Webb Dock Port Precincts (adjacent to the Container Terminals) or Port Adelaide this Agreement will apply.

4.3. The relevant award for the purposes of section 186(2)(d) of the Fair Work Act (“**Act**”) is the *Road Transport and Distributions Award* (“**the Award**”).

4.4. The Award and the terms in Schedule 4 (“**Preserved Local Agreements**”) are incorporated into and form part of this Agreement. Where a clause in the Agreement deals with any matter dealt with by the Award, whether in part or in whole and whether generally or in specific terms, the terms and conditions of this Agreement will apply to the exclusion of the Award.

4.5. Where a clause in a Preserved Local Agreement deals with any matter dealt with in this

Agreement or the Award, whether in part or in whole and whether generally or in specific terms, the terms and conditions of the Preserved Local Agreement will apply to the exclusion of the Agreement and the Award but on at the site, depot or yard to which the Preserved Local Agreement applies.

- 4.6. The provisions of this Agreement are, and are intended to be, limited to matters which are permitted matters within the meaning of section 172(1) of the Act.

5. NOMINAL TERM

- 5.1. This Agreement shall come into force 7 days after written notification is received that this Agreement has been approved by the Fair Work Commission (“**FWC**”) and will have a nominal expiry date of 30 June 2026.

6. NO EXTRA CLAIM

- 6.1. Subject to the operation of clause 8, no party will make any further claims during the life of this Agreement.

7. NEGOTIATION OF NEXT AGREEMENT

- 7.1. Negotiations for a new agreement will commence at least 3 months prior to the expiry of the Agreement.

- 7.2. In order to facilitate those national negotiations, the Company will:

- 7.2.1. release delegate representatives from each business unit in each state and territory to attend meetings. Those representatives will face no financial disadvantage for participating in negotiations and be paid the actual earnings they would have received as if the day had been worked for all days spent in negotiations;
- 7.2.2. provide venues for negotiations along with catering and payment for flights, accommodation and reasonable meal and other expenses;
- 7.2.3. ACFSP may determine from time to time that the use of video conferencing is an adequate alternative to face to face meetings but otherwise meetings are preferably held face to face; and
- 7.2.4. consent to and facilitate pre-survey, claim endorsement and negotiation report back meetings, following each full Committee meeting, of state delegate bodies and of all yards to be conducted by the MUA on paid time.

8. CREATION OF LOCAL AGREEMENTS

- 8.1. The parties to the Agreement may create or vary a Local Agreement to address the needs of the ACF SPL at a particular site, yard or depot, the terms of which will form part of this Agreement and Schedule 4.
- 8.2. To be effective, any creation of variation of a Local Agreement under this clause must be:
 - 8.2.1. in writing;
 - 8.2.2. approved by a majority of Employees to be covered by the Local Agreement; and
 - 8.2.3. signed by the relevant ACF SPL management and the MUA relevant state secretary or the nominee.
- 8.3. Where agreement cannot be reached in accordance with this clause the matter be dealt with as a dispute in accordance with clause 11.

PART B – FLEXIBILITY, CONSULTATION AND DISPUTE RESOLUTION

9. CONSULTATION

- 9.1. If ACF SPL is seriously considering workplace changes that are likely to have a significant effect on the Employees covered by this Agreement, or proposes to introduce a change to the regular roster or ordinary hours of work of employees, or involves the introduction of new economy and technological change including changes in work modes, on demand technology and automation, ACF SPL must consult with the affected employees, and if they so choose, the MUA or other representative (the “**Affected Employee(s)**”).
- 9.2. As soon as practicable ACF SPL will discuss with the Affected Employees the introduction of the change, the effect the change is likely to have on the Affected Employees, the number of redundancies and the persons or class of persons likely to be affected, any reasonable alternatives to the change or redundancy. ACF SPL must discuss measures to avert or mitigate the adverse effect of the change on the Affected Employees.
- 9.3. For the purposes of the discussion ACF SPL will provide the Affected Employees in writing:
 - 9.3.1. all relevant information about the change including the nature of the change proposed;
 - 9.3.2. information about the expected effects of the change on the employees; and
 - 9.3.3. any other matters likely to affect the employees.
- 9.4. ACF SPL must give prompt and genuine consideration to matters raised about the major change by the Affected Employees.
- 9.5. As soon as a final decision has been made, ACF SPL must notify the Affected Employees

affected, in writing, and explain the effects of the decision.

- 9.6. ACF SPL must act reasonably and in good faith in relation to the consultation process provided in this clause.
- 9.7. In the event that a dispute arises in respect to any decision, proposal or consideration to effect the major change, the parties agree to follow the dispute procedure in clause 11, and until the matter is resolved by agreement, conciliation or arbitration, work will continue in accordance with the status quo.
- 9.8. A major change is likely to have a “significant effect on employees” if it results in:
- 9.8.1. the termination of the employment of Employees; or
 - 9.8.2. a major change to the composition, operation or size of ACF SPL’s workforce or to the skills required of employees; or
 - 9.8.3. the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
 - 9.8.4. the alteration of hours of work; or
 - 9.8.5. the need to retrain employees; or
 - 9.8.6. the need to relocate employees to another workplace; or
 - 9.8.7. the restructuring of jobs; or
 - 9.8.8. changes to the legal or operational structure of ACF SPL or business.

Changes to Roster or Ordinary Hours of Work

- 9.9. For a change referred to in paragraph 9.1 :
- 9.9.1. the employer must notify the relevant employees of the proposed change; and
 - 9.9.2. subclauses (9.9) to (9.12) apply.
- 9.10. The relevant employees may appoint a representative for the purposes of the procedures in this term, if:
- 9.10.1. A relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - 9.10.2. The employee or employees advise the employer of the identity of the representative; the employer must recognise the representative.
- 9.11. As soon as practicable after proposing to introduce the change, the employer must:
- 9.11.1. discuss with the relevant employees the introduction of the change; and
 - 9.11.2. for the purposes of the discussion-provide to the relevant employees:
 - 9.11.2.1. all relevant information about the change, including the nature of the change; and
 - 9.11.2.2. information about what the employer reasonably believes will be the effects of the change on the employees; and
 - 9.11.2.3. information about any other matters that the employer reasonably

believes are likely to affect the employees: and

9.11.2.4. invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).

9.12. However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.

9.13. The employer must give prompt and genuine consideration to matters raised about the change by the relevant employees.

9.14. In this term, relevant employees means the employees who may be affected by a change referred to in sub-clause (1).

10. FLEXIBILITY TERM

10.1. ACF SPL will allow each Employee, not including a casual Employee, to take up to 5 days annual leave in single day absences.

10.2. Sub clause 10.1 may be varied if an Employee requests up to 10 days annual leave to be taken in single day absences. ACF SPL may agree to the request, provided the Employee and ACF SPL genuinely agree to the arrangement, and the Employee is better off overall.

10.3. ACF SPL must ensure that the individual flexibility arrangement:

10.3.1. is in writing;

10.3.2. includes the name of ACF SPL and the Employee; and

10.3.3. is signed by ACF SPL and the Employee and if the Employee is under 18 years of age, signed by a parent or guardian of the Employee; and

10.3.4. includes details of:

1.1.1.1. the terms of this Agreement that will be varied by the arrangement;

10.3.4.1. how the arrangement will vary the effect of the terms;

10.3.4.2. 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

10.3.4.3. states the day on which the arrangement commences.

10.4. ACF SPL must give the Employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.

10.5. ACF SPL or the Employee may terminate the individual flexibility arrangement:

10.5.1. by giving 28 days written notice to the other party to the arrangement; or

10.5.2 if ACF SPL and the Employee agree in writing – at any time.

10.6. ACF SPL is responsible for ensuring that all of these requirements are met.

10.7. ACF SPL must provide copies of all flexibility arrangements made under this clause to

the Union, upon request.

- 10.8. ACFSP will take all reasonable steps to ensure, subject to operational requirements as far as reasonably practicable, the maximisation of the full-time proportion of its workforce, including utilisation of full-time employees to their full capacity before casual, part-time or labour hire employees or contract carriers are engaged or work is contracted out to other companies or businesses.

11. DISPUTE SETTLEMENT PROCEEDURE

- 11.1. If a dispute relates to:

11.1.1. a matter arising under the agreement; or

11.1.2. the National Employment Standards;

this clause sets out procedures to settle the dispute.

- 11.2. An Employee who is a party to the dispute may appoint a representative, at any stage, for the purposes of the procedures in this clause.

- 11.3. In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the Employee or Employees and relevant supervisors and/or management.

- 11.4. If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to FWC.

- 11.5. FWC may deal with the dispute in 2 stages:

11.5.1. FWC will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and

11.5.2. FWC is unable to resolve the dispute at the first stage, FWC may then:

11.5.2.1. Arbitrate the dispute; and

11.5.2.2. Make a determination that is binding on the parties.

- 11.6. Note: If FWC arbitrates the dispute, it may also use the powers that are available to it under the FW Act.

- 11.7. A decision that FWC makes when arbitrating a dispute is a decision for the purpose of Div 3 of Part 5.1 of the FW Act. Therefore, an appeal may be made against the decision.

- 11.8. While the parties are trying to resolve the dispute using the procedures in this clause:

11.8.1. An Employee must continue to perform his or her work as he or she would normally unless he or she has a reasonable concern about an imminent risk to his or her health or safety; and

11.8.2. An Employee must comply with a direction given by ACFSP to perform other available work at the same workplace, or at another workplace, unless:

- 11.8.2.1. the work is not safe; or
 - 11.8.2.2. applicable occupational health and safety legislation would not permit the work to be performed; or
 - 11.8.2.3. The work is not appropriate for the Employee to perform; or
 - 11.8.2.4. There are other reasonable grounds for the Employee to refuse to comply with the direction.
- 11.9. The parties to the dispute agree to be bound by a decision made by FWC in accordance with this clause.
- 11.10. Nothing in this clause 11 will prohibit ACF SPL, the MUA or an Employee from seeking a declaration in any court which is competent to hear the matter.

12. EMPLOYMENT STATUS AND CLASSIFICATION STRUCTURE

- 12.1. An Employee may be engaged as a full-time, part-time or casual Employee or as may be described in the Award, from time to time, and in one of the classifications set out in Schedule 1.
- 12.2. In addition, where an Employee has been appointed a Leading hand, the Employee will be entitled to an allowance as set out in clause 19.3(c) of the Award.
- 12.3. Such an appointment must be in writing otherwise it will have no effect.

13. ORDINARY HOURS OF WORK

- 13.1. The ordinary hours of work, of an Employee who is entitled to an RDO, will be 8 hours per day, exclusive of a 30 minute unpaid lunch break, Monday to Friday.
- 13.2. The ordinary hours of work, of an Employee who is not entitled to an RDO, will be 7.6 hours per day, exclusive of a 30 minute unpaid lunch break, Monday to Friday.
- 13.3. The span within which ordinary hours will be worked is 5.00am to 6:30pm, Monday to Friday.
- 13.4. Employees will take all lunch, rest or crib breaks in accordance with the Award and relevant legislation.
- 13.5. Employees who are required to work shift work, as contemplated by clause 22 of the Award, will be rostered and paid in accordance with that clause, including the entitlement to a meal break in accordance with clause 22.9 of the Award, subject however to the operation of clause 4.3 of this Agreement.
- 13.6. Rostered Days Off
- 13.6.1. Employees at Depot A and Yard Operations – SA, are the only employees covered by this agreement who have elected to accrue RDO's and are RDO-eligible employees.

13.6.2. RDO-eligible employees are required to work an average of 38 ordinary hours per week by working 8 hours per day for 19 days in each 4 week cycle and accumulating 1 rostered day off in that cycle.

13.6.3. RDO-eligible employees may elect to take their rostered day off at a time directed by ACF SPL within the 4 week cycle in which the day was accrued or to have the day paid out at the ordinary rate of pay prescribed in Schedule 1 of this Agreement.

13.6.4. If a rostered day off is not taken within the 4 week cycle in which it was accrued an Employee may take this day at a time agreed with ACF SPL. Rostered days off shall accumulate to a maximum of 10 days. An employee may elect to cash out accrued RDOs at any time within the next pay cycle and provided that the Employee has provided 7 days' notice of taking such.

14. ACF SPL AND EMPLOYEE OBLIGATIONS AND DUTIES

14.1. An Employee may be engaged in accordance with clause 12 of this Agreement.

14.2. Employment to which this Agreement applies may be terminated in accordance with the provisions of this clause and clause 17. The parties to the Agreement will not be prevented from providing a greater period of notice by the operation of this clause. This clause does not operate to affect ACF SPL's rights to dismiss an Employee for misconduct justifying summary dismissal nor does it affect an Employee's lawful rights in such an event.

14.3. ACF SPL 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 the type of work performed by the Employee.

14.4. An Employee is required to carry out all duties as required by ACF SPL within the Employee's recognised and required skills and capabilities. This may include moving from one section of the business to any other section of the business as required by ACF S, providing such direction is reasonable.

14.5. Employees are required to be ready to commence work at the commencement time directed by ACF SPL and work until the cessation time of the work period. Absence from work may be authorised in accordance with ACF SPL's procedures.

14.6. It is the responsibility of each Employee to ensure that they maintain their relevant licenses to enable them to perform the duties for which they are employed in accordance with clause 14.4 of this Agreement. Employees must advise ACF SPL immediately of any change to the status of any such license.

14.7. ACF SPL may from time to time change its policies as apply to Employees in addition

to this Agreement. In the event of a policy change that may have an impact on the terms and conditions of employment of the Employee (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 this Agreement. In the event that a dispute arises in relation to this clause the matter will be addressed in accordance with Clause 11.

- 14.8. An Employee is required to undertake basic equipment pre-checks to ensure the workplace is safe.
- 14.9. Employees must as soon as practicable or otherwise within 24 hours report all damage, accidents, incidents and near misses to management.
- 14.10. ACF SPL will supply, and Employees will wear at all times when at work, any safety or protective apparel or equipment and ACF SPL uniforms, provided in accordance with this clause .
- 14.11. Employees are to present for work in a manner, which maintains the appropriate ACF SPL image at all, times. This includes but is not limited to a requirement to:
 - 14.11.1. wear, maintain and keep uniforms clean:
 - 14.11.2. uniforms will be provided by ACF SPL and replaced on a fair wear and tear basis; and
 - 14.11.3. employees must attend in uniform once it has been provided;
 - 14.11.4. drive in a safe and professional manner;
 - 14.11.5. keep the allocated vehicle in a clean condition inside and out; and
 - 14.11.6. maintain appropriate health and hygiene standards.
- 14.12. All full-time and part-time employees must wear suitable steel capped foot wear at all times and will be reimbursed to a maximum of \$150, upon production of a receipt of purchase, to be replace on a fair wear and tear basis.
- 14.13. ACF SPL shall supply, and Employees shall utilize any safety equipment necessary for the performance of their duties. This includes items such as Safety Vests. These Items will be replaced on a wear and tear, one for one basis.

15. OVERTIME AND REASONABLE ADDITIONAL HOURS

- 15.1. Where overtime payments are applicable, payments shall be calculated as follows:
 - 15.1.1. Monday to Saturday – Time and one half for the first 2 hours and double time thereafter;
 - 15.1.2. Sunday – Double time for all hours worked;
 - 15.1.3. Where overtime continues past midnight on a weekday, double time shall be

- paid for all time worked after midnight;
- 15.1.4. Where overtime commences after noon on a Saturday double time shall be payable.
 - 15.1.5. Where an overtime shift is worked on a Public Holiday, triple time shall be payable for all hours worked.
 - 15.1.6. Where overtime is worked in addition to ordinary hours on a Public Holiday, triple time shall be payable.
 - 15.1.7. Where an overtime shift and / or additional hours to a rostered shift is worked on Good Friday or Christmas Day, triple time shall be payable.
- 15.2. Employees working an overtime shift on a Saturday, Sunday or Public Holiday shall be entitled to a four hour minimum.
 - 15.3. In the calculations of overtime, portions of hours shall be taken to the nearest one-quarter of an hour.
 - 15.4. Except in the case of accident or circumstances over which ACF SPL has no control, an Employee shall not work and ACF SPL shall not require an Employee to work more than a total of twenty hours' overtime in any week exclusive of unpaid intervals allowed for meals.
 - 15.5. An Employee, other than one on shift work, who is required to work for a continuous period amounting to twelve (12) hours from the time of commencing work shall be entitled to a duty free period from work until he/she has had ten (10) consecutive hours off duty. Should the ten (10) hours or any part thereof of the duty free period coincide with the employee's ordinary hours of work he/she shall be paid at ordinary rates for the time which falls within his ordinary hours of work, if not required to work those hours, or at ordinary time in addition to the ordinary shift rate if required to work those hours.
 - 15.6. An Employee recalled for work shall be guaranteed at least four (4) hours' work for each start at the appropriate rates of pay. This shall also apply to any Employee called upon to work before his normal starting time, and whose overtime work does not continue up to such starting time.
 - 15.7. An Employee shall advise his/her manager prior to the commencement of a shift of his/her unavailability to work extended hours on any day. Employees are required to be available to work reasonable overtime ACF SPL will confirm with the employee one hour before the completion of the normal shift hours being worked of the intention to have that employee work the required overtime.

16. CASUAL EMPLOYEES

- 16.1. The number of casual Employees employed by ACF SPL shall be in accordance with

operational requirements and Clause 16.1.2 below.

16.1.1. The hourly rate for casual Employees shall be 1/38th of the appropriate weekly rate plus 25%.

16.1.2. The hourly rates for casual Employees are listed in Schedule 2 relevant to the casual Employee's location.

16.1.3. ACF SPL may, at its discretion, require a casual to convert to a permanent Employee after 5 months regular and systematic employment with ACF SPL. If the casual Employee refuse to become a permanent Employee ACF SPL will be under no obligations to offer further employment.

16.2. The casual loading as expressed in clause 16.1.1 above is a loading specifically paid in lieu of the relevant NES provisions of the Act and the following entitlements as contemplated by this Agreement and the Award as follows:

16.2.1. Annual Leave – clause 24 of the Award and clause 27 of this Agreement;

16.2.2. Personal/Carer's leave - clause 25 of the Award and clause 25 of this Agreement; and

16.2.3. Redundancy – clause 35 of the Award and clause 18 of this Agreement.

17. TERMINATION OF EMPLOYMENT

17.1. In order to terminate the employment of an Employee (other than a casual Employee) ACF SPL shall give to the Employee the following notice:

Period of continuous service	Period of Notice
Less than 1 year	1 week
1 year and less than 3 years	2 weeks
3 years and less than 5 years	3 weeks
5 years and over	4 weeks

17.2. In addition to the notice above, Employees over 45 years of age at the time of the giving of notice, with not less than two years continuous service, shall be entitled to an additional week's notice.

17.3. Payment in lieu of the notice above shall be made if the appropriate notice period is not given. Provided that, employment may be terminated by part of the period of notice specified and part payment in lieu thereof.

17.4. Time off during notice period

17.4.1. During the period of notice of termination given by ACF SPL, an employee shall be allowed up to one day's time off without loss of pay during each week of

notice, to a maximum of five weeks, for the purposes of seeking other employment.

17.4.2. If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee shall at the request of ACF SPL, be required to produce proof of attendance at an interview or the employee shall not receive payment for the time absent.

17.4.3. Employee leaving during the notice period – if the employment of an employee is terminated (other than for misconduct) before the notice period expires, the employee shall be entitled to the same benefits and payments under this clause to which the employee would have been entitled had the employee remained with ACF SPL until the expiry of such notice. Provided that, in such circumstances the employee shall not be entitled to payment in lieu of notice.

17.4.4. Statement of employment – ACF SPL will, upon receipt of a request from an employee whose employment has been terminated, provide to the employee a written statement specifying the period of the employee's employment and the classification or the type of work performed by the employee.

18. REDUNDANCY

18.1. This clause will not apply to a casual Employee.

18.2. Redundancy means circumstances where ACF SPL has made a definite decision that it no longer wishes the job the Employee has been doing to be performed by anyone provided however that this clause, including clause 18.3, will not apply to an Employee engaged as a casual in accordance with clause 12.

18.3. Discussions before terminations:

18.3.1. Where ACF SPL has made a definite decision that it no longer wishes the job an Employee has been doing to be done by anyone, and this is not due to the ordinary and customary turnover of labour and that decision may lead to termination of employment, ACF SPL shall hold discussions with the Employee directly affected and with the Employee's representatives.

18.3.2. The discussions shall take place as soon as is practicable after ACF SPL has made a definite decision which will invoke the redundancy provisions and shall cover, amongst other things, any reasons for the proposed terminations, measures to avoid or minimize the terminations and measures to mitigate any adverse effects of any termination on the Employees concerned.

18.3.3. For the purposes of the discussion ACF SPL shall, as soon as practicable, provide all relevant information about the proposed terminations including the

reasons for the proposed terminations, the number of Employees likely to be affected, and the period over which the terminations are likely to be carried out. Provided that ACF SPL shall not be required to disclose confidential information, the disclosure of which would be inimical to ACF SPL's interests.

18.4. Severance Pay

18.4.1. Severance Pay shall be paid as follows:

18.4.1.1. For all Former Patrick Employees; in accordance with Schedule 3;

18.4.1.2. For all other Employees, in accordance with the NES.

18.4.2. For the avoidance of doubt, severance payments are not payable in circumstance where ACF SPL has offered the Employee(s) alternative employment, as contemplated by section 120 of the Act, which offer may include relocation to another site, yard or depot.

PART C – PAY AND ALLOWANCES

19. RATES OF PAY

19.1. An Employee will:

19.1.1. receive the rates set out in Schedule 2 where working in accordance with clause 13.

19.2. Those rates include the following increases:

19.2.1. On or from the first full pay period following the commencement of this Agreement - 6%. Employees employed at the date this Agreement commences operation will receive backpayment of this increase to 1 July 2023 calculated on all earnings since that date.

19.2.2. On or from the first full pay period commencing 1 July 2024 - 3.5% or CPI (whichever is the greater); and

19.2.3. On or from the first full pay period commencing 1 July 2025 - 3.5% or CPI (whichever is the greater).

19.3. Wages will be paid by Electronic Funds Transfer (EFT).

19.4. An Employee will receive the rate of pay as set out in Schedule 2, which will be determined from the classification to which the Employee has been appointed and the location at which the Employee is employed.

19.5. This Agreement will not provide any increases, during the life of this Agreement to those Employees described in Schedule 3 (“**Schedule 3 Employees**”). The Schedule 3 Employees will remain on the current rate of pay and those Employees will only be entitled to the amounts, and in the circumstances, set out in Schedule 3 and will have

no entitlement to the increase set out in sub clause 19.2 or Schedule 2.

20. MEAL BREAKS AND ALLOWANCES

20.1. All allowances shall be paid in accordance with Schedule 2 for the relevant location in which the Employee works, and the applicable Award except as otherwise specified in this Agreement.

20.2. The amounts specified in Schedule 2 will be indexed in accordance with the increases specified at clause 19.2.

20.3. Meal Allowance

20.3.1. An Employee required to work overtime for two or more continuous hours must either be supplied with a meal by the employer or paid the amount specified for a meal allowance in Schedule 2 for the relevant location in which the Employee works, for each meal required to be taken.

20.3.2. An Employee required to commence work two or more hours prior to the normal starting time must be paid the amount specified for a meal allowance set out in Schedule 2 for the relevant location in which the Employee works.

20.4. Notwithstanding anything contained in this clause an Employee will not be required or permitted to work longer than five and a half hours without a break for a meal.

20.5. Crib Break

20.5.1. Where an Employee is required to work for two or more continuous hours after working their ordinary hours, the Employee must be allowed an unpaid break of 20 minutes before commencing to work overtime or as soon as practicable thereafter. A further 20 minute unpaid rest break will be allowed upon completion of each subsequent 4 hours of work.

20.6. An Employee and ACF SPL may agree to alter the provision of clause 20.3.2 and 20.5.1 in order to meet the circumstances of the work at hand.

21. SUPERANNUATION

21.1. ACF SPL shall make superannuation contributions on behalf of Employees as required by the *Superannuation Guarantee Administration Act 1992*. Where an Employee does not nominate a fund, and does not have a stapled fund, ACF SPL will make payments to its default fund, the Maritime Super Division of Hostplus or its successor fund.

21.2. ACF SPL will maintain a superannuation payment to its Employees 1.5% above the superannuation guarantee rate for the life of this agreement.

21.3. Employees may elect to salary sacrifice part of their remuneration, before tax, to make

an employee contribution to their superannuation fund providing:

21.3.1. the Employee's fund allows for a pre-tax employee contribution;

21.3.2. the amount an Employee elects to salary sacrifice is no more than is allowed as prescribed in the Australian Taxation Office's Taxation Determination 2004/18 as amended or replaced; and

21.3.3. once an Employee elects to make an employee superannuation contribution in accordance with this clause the election must apply for at least 12 months.

21.4. ACF SPL will pay the amount authorised by an Employee under clause 21.3 into their superannuation fund weekly.

21.5. ACF SPL will facilitate the provision by its default fund of information sessions of at least 30 minutes to all new Employees to coincide with their initial induction into ACF S during paid work work hours. The induction may occur at a time otherwise agreed between ACF SPL and its default fund as long as the induction of any new Employee occurs not more than 3 months from their commencement with ACF SPL during paid work hours.

22. ACCIDENT MAKE UP PAY

22.1. This clause shall apply to all Employees covered by this Agreement and it shall apply only in respect of incapacity, which results from an injury received on or after the date this Agreement is approved.

22.2. The circumstances under which an Employee shall qualify for accident make-up payment shall be as follows:

22.2.1. ACF SPL will pay an Employee accident make-up payment where the employee receives an injury for which weekly payment or compensation is payable by or on behalf of the employer pursuant to the provisions of the appropriate compensation legislation, as amended from time to time.

22.2.2. Accident make-up payment means a weekly payment of an amount being the difference between the weekly amount of compensation paid to the Employee pursuant to the appropriate compensation legislation and the Employee's appropriate weekly ordinary rate, or, where the incapacity is for a lesser period than one week, the difference between the amount of compensation and the applicable rate for that period.

22.2.3. ACF SPL will pay, or cause to be paid, accident make-up payment during the incapacity of such Employee within the meaning of the appropriate legislation until the incapacity ceases or until the expiration of a period of 26 weeks from the date of injury, whichever first occurs.

22.2.4. The liability of ACF SPL to pay accident make-up payment in accordance with

this clause shall arise as at the date of the injury or accident in respect of which compensation is payable under the appropriate legislation, and the termination of the Employee's employment for any reason during the period of any incapacity shall in no way affect the liability of the employer to pay accident make-up payment as provided in this clause.

22.2.5. In the event that the employee receives a lump sum in redemption of weekly payments under the appropriate legislation, the liability of the employer to make accident make-up payment as provided in this clause shall cease from the date of such redemption.

22.2.6. ACF SPL may at any time apply to the Commission for exemption from the terms of this clause on the grounds that an accident make-up payment scheme proposed and implemented by that employer contains provisions generally not less favourable to the ACF SPL employees than the provisions of the clause.

23. TRAVEL ALLOWANCE

23.1. Employees required to use their own transport between Swanson Dock and Webb Dock will be paid \$15 travel allowance per trip. Any worker agreeing to transfer temporarily from their usual worksite to another ACFS site shall not incur any financial disadvantage as a result.

24. ERAIL SITE ALLOWANCE

Employees on the Erail site will be paid \$25 per day in recognition of the adverse site conditions. This allowance will only apply from 1 July 2023 and only if the major works required to remedy the site have not commenced by that date. If the major works required to remedy the site have not commenced by 1 July 2024 the allowance will increase in line with the yearly wage % increases and will only cease to apply once the site conditions are remedied.

PART D – LEAVE ENTITLEMENTS

25. PERSONAL CARER'S LEAVE/SICK LEAVE AND COMPASSIONATE LEAVE

25.1. Employees, not including casual Employees, are entitled to Personal/Carers' Leave and Sick Leave ("Leave") in accordance with the NES except as otherwise provided for in this Agreement.

25.2. An Employee is obliged to use Leave in a responsible manner.

25.3. An Employee will be entitled to payment for Leave as set out in clause 19.1 above, providing:

- 25.3.1. the absence taken is one of the first 3 single day absence in each year (based on the Employee's anniversary date);
 - 25.3.2. any single day absences in any year after the first 3 single day absences for that year is supported by a doctor's certificate or statutory declaration;
 - 25.3.3. any absence of 2 or more days is supported by a doctor's certificate or statutory declaration;
 - 25.3.4. any absences, single or multiple days, taken before or subsequent to any other period of leave (including rostered days off), public holidays and weekends must be support by a doctor's certificate or statutory declaration; and
 - 25.3.5. the appropriate Leave form is completed upon return to work.
- 25.4. Notification
- 25.4.1. An Employee must provide 24 hours notification prior to the absence where possible. In any event the Employee must notify their supervisor or manager one hour prior to the commencement of the absence where practicable and indicate the expected duration of the absence. Notification may be by telephone call or text message.
 - 25.4.2. An Employee shall receive a loss on pay if they fail to provide notice in accordance with this sub clause unless it is not reasonably practicable to do so, proof of which will be the responsibility of the Employee.
- 25.5. On the death of, or in the event of a life threatening illness or injury to a member of the employee's immediate family or household, they will also be entitled to compassionate leave not exceeding two days. Compassionate leave will also be paid at ordinary hourly rates. Employees who have immediate family overseas may access their personal and/or annual leave in addition to the leave provided for in this sub clause.
- 25.6. Where an Employee is required to travel 200km or more following the death of a family member (as described in the NES), the employee will be entitled to 3 days paid compassionate leave per occasion.
- 25.7. Where an Employee has no entitlement to paid personal leave, the Employee will be entitled to two days unpaid carer's leave in any instance where they are required to care for an immediate household member who is sick or has experienced an unexpected emergency and the requires the Employee's care and support.
- 25.8. Nothing contained in this clause prevents ACF SPL from reviewing an Employee's frequency and patterns of sick leave absences and, where appropriate, putting measures in place to achieve a reduction in absenteeism.

26. BLOOD DONOR AND EMERGENCY SERVICES LEAVE

- 26.1. An Employee may request to be absent from work for the purposes of blood donor and emergency services leave.
- 26.2. ACF SPL shall not unreasonably refuse such a request for absence and an Employee may access their accruals of annual leave and long service leave for this purpose or by Agreement ACF SPL may provide leave without pay.
- 26.3. ACF SPL may refuse a leave of absence in accordance with this clause on the basis of operational needs.

27. ANNUAL LEAVE

- 27.1. Employees, other than an Employee who is classified as a casual in accordance with clause 12, are entitled to annual leave in accordance with the NES all full time employees are entitled to 4 weeks annual leave for each 12 months of continuous service. Annual leave will accrue on a pro rata basis from commencement of employment and will be administered in accordance with the Act.
- 27.2. For the purposes of the additional week of annual leave provided for in the NES a shift worker is a 7 day shift worker who is regularly rostered to work on Sundays and public holidays.
- 27.3. In addition to the leave entitlement in Division 5 of the NES, where an employee with 12 months continuous service is engaged for part of the 12 month period as a shift worker, that employee must have their annual leave increased by half a day for each month the employee is continuously engaged as a 7 day shift worker.
- 27.4. When an employee takes annual leave, their payment for such shall include a 17.5% Annual Leave Loading.
- 27.5. **Cashing Out of Annual Leave**
 - 27.5.1. Paid annual leave must not be cashed out if the cashing out would result in the Employee's remaining accrued entitlement to paid annual leave being less than 4 weeks.
 - 27.5.2. Each cashing out of a particular amount of paid annual leave must be by a separate agreement in writing between ACF SPL and the employee.
 - 27.5.3. The Employee must be paid at least the full amount that would have been payable to the Employee had the employee taken the leave that the Employee has forgone.

28. LONG SERVICE LEAVE

- 28.1. Long Service Leave entitlements shall be In accordance with the relevant State Legislation applicable from time to time.

28.2. When an employee takes long service leave, their payment for such shall include a loading of 17.5%.

29. JURY SERVICE LEAVE

29.1. A weekly Employee required to attend for jury service during ordinary working hours shall be reimbursed by ACF SPL an amount equal to the difference between the amount paid in respect of attendance for such jury service and the amount of wage the Employee would have received in respect of the ordinary time which would have been worked had the Employee not been on jury service.

29.2. An Employee shall give ACF SPL at least five days' notice of the date upon which the Employee is required to attend for jury service. Further, the Employee shall give ACF SPL evidence of attendance, the duration of such attendance and the amount received in respect of such attendance.

29.3. Provided that in those States or Territories that provide by legislation for jury service make up payment, the amount so provided be deducted from the amount to be made up by ACF SPL as specified in clause 29.1.

30. PAID PANDEMIC LEAVE

30.1. An Employee who is required to self-isolate as a consequence of a work-related close contact shall be paid at his/her base rate of pay for their ordinary hours during the isolation period identified in current health department directives.

30.2. Additionally, where an Employee is required to isolate and undergo a mandatory COVID test because of a work-related casual or close contact, the Employee will be paid until a negative result is returned. Should the result be positive, the Employee will then be paid a maximum of 2 weeks' pay. If the Employee requires additional leave, to complete their recovery, the Employee will have an entitlement to paid personal leave.

30.3. An Employee who is required to self-isolate as a consequence of a social close contact will not be eligible for payment pursuant to this clause but will be able to access paid annual leave, long service leave or RDOs. However, should the Employee test positive to COVID, the Employee will be entitled to access paid personal leave from the date of confirmation.

30.4. Employees required to isolate as a consequence of non-work-related close contact will be able to access paid annual leave, long service leave or RDOs. In the event the Employee has insufficient paid leave accruals to cover the absence, then leave required to be taken will be without pay.

30.5. In the event of any Government subsidy available in any of the above circumstances ACF S will apply make-up pay only. For clarity, no Employee will be worse off than they

would otherwise be under the terms of this clause.

31. FAMILY AND DOMESTIC VIOLENCE LEAVE

- 31.1. Family and Domestic Violence is any violent, threatening or other abusive behaviour by individual(s) against a person or a person's family or household. This includes physical, sexual, financial, verbal or emotional abuse.
- 31.2. ACF SPL recognises that Employees sometimes face situations of Family and Domestic Violence in their personal life that may affect their attendance or performance at work. ACF SPL is committed to providing support to Employees that experience Family and Domestic Violence.
- 31.3. ACF SPL will provide an Employee Assistance Program, which will provide professionals, or refer Employees to professionals, that are specifically trained in dealing with Family and Domestic Violence.
- 31.4. ACF SPL will nominate a contact person to provide support to Employees experiencing Family and Domestic Violence and notify Employees of the name of the nominated contact person. The nominated contact person must be trained in relation to family and domestic violence and privacy issues relevant to the workplace.
- 31.5. An Employee experiencing family and domestic violence may raise the issue with the nominated contact person, his or her immediate supervisor, Health and Safety Representative or their Union delegate.
- 31.6. Where requested by Employee, the contact person will liaise with the Employee's site manager on the Employee's behalf and will make a recommendation on the most appropriate form of support.
- 31.7. ACF SPL will ensure that any personal information provided by the Employee to ACF SPL concerning an Employee's experience of Family and Domestic Violence will be kept confidential. Confidential information relating to Family and Domestic Violence will not be kept on an Employee's personnel file.
- 31.8. An Employee experiencing Family and Domestic Violence will be entitled to 5 days (non-accruing) paid leave per annum (subject to 10 below). Additionally, an employee may utilise accrued annual leave, personal leave, approved leave without pay (which will not be unreasonably refused) or rostered days off for the purpose attending counselling, medical or legal appointments and legal proceedings.
- 31.9. The Employee will ACF SPL notice as soon as reasonably practicable of their request to take leave under this clause.
- 31.10. If in ACF SPL's reasonable opinion it is necessary, the Employee must provide evidence that would satisfy a reasonable person that the leave is for the purpose set out in this clause. This evidence may be in the form of a document issued by the police

service, a court, a doctor, a domestic violence support service or lawyer.

31.11. ACF SPL will not unreasonably refuse any reasonable request from an Employee experiencing Family and Domestic Violence for:

31.11.1. Changes to their span of hours or pattern or hours and/or shift patterns;

31.11.2. Job redesign or changes to duties;

31.11.3. Relocation to suitable employment within ACF SPL;

31.11.4. A change to their telephone number or email address to avoid harassing contact; or

31.11.5. Any other appropriate measure including those available existing provisions for family friendly and flexible work arrangements.

32. PARENTAL LEAVE

32.1. 1 In addition to the benefits of Division 5 of Part 2-2 of the Act Employees are entitled to parental leave in accordance with the NES. Employees who are the birthing partner and/or the non-birthing partner will be entitled to five days' paid leave following the birth of a child but subject to the same evidentiary requirements of s 107 of the Act.

PART E – HEALTH SAFETY AND TRAINING

33. WORK PLACE HEALTH AND SAFETY

33.1. Objectives

The parties are committed to a workplace that provides “zero harm” to people and the environment. 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.

Consistent with the general intention of this Agreement to facilitate and encourage the development of 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

The Company has the primary responsibility to protect the health and safety of its employees, customers, contractors and visitors at all times. 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

The Parties will ensure compliance with the Work Health and Safety Act (including Regulations and agreed Guidelines and Codes of Practice made under the legislation) and the Company's Safety Policy and Procedures.

33.4. Consultation

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 workers and health and safety specialists, more informed decisions can be made about how to carry out work safely. The Company commits to communicate and consult with workers and HSRs about matters which affect, or are likely to affect, the health and safety of workers. This consultation will include sharing with the workers and HSRs information about health and safety matters; giving the workers 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.

33.5. Consultative mechanisms

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) and a Health and Safety Committee . HSRs shall be elected to represent fellow employees by fellow employees in respect of Work Health and Safety matters. 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. A Health and Safety Committee shall be established at each site. At least half of the members of the Health and Safety Committee must be workers who are elected by the Employees.

33.6. Facilities and assistance to promote consultation

The Company will provide HSRs 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

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 supervisor or manager without undue delay. 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; (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. 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. 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 recognises that an HSR or other elected representative may participate in the process.

33.8. Safety Issues and Incidents

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. Consistent with Work Health and safety legislation, the Company will, in consultation with the Health and Safety Committee, take steps to ensure that all workers are aware of the process that applies at their site for reporting and responding to workplace health and safety issues and incidents. As set out above, workers 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.

34. MENTAL HEALTH AWARENESS

- 34.1. ACFSP will organise mental health illness detection training for appropriate Employees who wish to participate by mutual agreement with ACFSP.
- 34.2. ACFSP to nominate training provider and course.
- 34.3. ACFSP, managers and Employees have a responsibility to:
 - 34.3.1. Consider reasonable adjustments that can be made for workers with mental illness; and
 - 34.3.2. Assess and take action to eliminate or manage risks in the workplace arising from factors including stress, bullying and harassment and workplace trauma.
- 34.4. ACFSP, in consultation with Health and Safety Representatives and MUA Delegates will within 12 months of the commencement of this Agreement:
 - 34.4.1. Develop a mental health plan which includes the establishment of a network of trained and resourced Welfare Officers;
 - 34.4.2. The Welfare Officers will complete mental health detection training courses within 3 months of election and refresher courses will be provided biannually or as deemed appropriate by the WHS Committee;
 - 34.4.3. Develop an annual health and wellbeing program to be supported and resourced by ACFSP.
- 34.5. ACFSP will treat disclosures of mental illness confidentially.

35. DEFIBRILLATORS - INSTALLATION AND TRAINING

- 35.1. ACFSP will arrange installation of a defibrillator at each site and will ensure that all first aid officers and Union delegates are appropriately trained in the operation and use of these units. Larger sites may require additional units. This will be discussed in the site safety committee.

36. TRAINING

- 36.1. Where ACFSP requires an Employee to obtain a licence (other than a drivers license or any for for of truck license), trade certificate or other qualification in order to perform their job (eg dangerous goods licence, truck licence), ACFSP shall pay the normal costs of such training to obtain the licence. ACFSP may recover the cost of such training / licence from an Employee who resigns within 12 months of the completion of

the training / licence, providing it advised the Employee of its post training expectations before training commenced.

- 36.2. All Employees shall be available to undertake any training as required by ACF SPL and to train other persons including casuals and contractors when required by ACF SPL. All training will take place in accordance with operational requirements as determined by ACF SPL and ACF SPL will, for all training, have the right to determine who is trained, when, how and to what extent.
- 36.3. ACF SPL will determine the manner in which any training is delivered. Training may be delivered by either:
- 36.3.1. external trainers or assessors; or
 - 36.3.2. internal management or employee trainers or assessors. However, the Company will utilise internal resources wherever this is practical and cost effective.
- 36.4. In addition to any training required by ACF SPL, ACF SPL shall organise for one Employee per state (as nominated by the MUA), to undertake a Certificate IV in Training and Assessment.
- 36.5. Training performed or undertaken by employees as part of their normal work shall be treated as ordinary worked hours for rostering and payment purposes.
- 36.6. The intent of ACF SPL is to enable each employee to contribute in accordance with operational requirements towards the improved efficiency, reliability and competitiveness of the Company's operations and to realise their career potential, consistent with operational requirements.
- 36.7. As part of their normal duties, experienced employees may be required to assist in the training of others by monitoring and coaching their work during the gaining of practical experience. The Company will develop a protocol for on the job competency assessments for employees monitoring and coaching licensed equipment operators.
- 36.8. This clause is to be read in conjunction with clause 31 of this Agreement.

37. LICENSES

- 37.1. ACF SPL will pay for all Maritime Security Identification Card ("MSIC") and Dangerous Goods licenses. The cost of initial training, refresher training or testing will be paid for by ACF SPL on the condition that if any Employee leaves ACF SPL prior to 12 months after issuing of the license, ACF SPL shall recover the cost of the license from the Employee.
- 37.2. Employees with four years or less service with ACF SPL will be provided a two-year MSIC. Employees with five years or more service with the company will be provided a

four-year MSIC.

38. VACCINATION

- 38.1. ACF SPL will arrange a flu vaccination programme once per year, for Employees to receive a flu vaccination at no cost.
- 38.2. To participate in the flu vaccination programme, Employees must make themselves available in accordance with any vaccination programme timetable prepared by ACF SPL.

39. HEARING TESTS

- 39.1. ACF SPL will arrange a hearing test, once per year, for any Employees that require testing at no cost.
- 39.2. Employees agree to undertake any such testing at a provider nominated by ACF SPL.

PART F – ACFS AND UNION RELATIONSHIP

40. RECOGNITION, INDUCTION AND UNION MEMBERSHIP

- 40.1. ACF SPL recognises the MUA as being the sole Union that shall represent Employees within the scope of this Agreement.
- 40.2. A nominee or nominees of the Union shall be given the appropriate opportunity to conduct induction sessions for all existing and new Employees. The inductions will be used to outline the value of Union membership and to encourage workers to join the Union. ACF SPL agrees to ensure the following:
- 40.2.1. that the induction will take place on the site at which the work is to be performed;
 - 40.2.2. that all inductions shall contain no more than 15 Employees in any one group;
 - 40.2.3. that a room dedicated to the induction and appropriate for such use (such as a training room) is provided;
 - 40.2.4. that no fewer than 30 clear minutes and no more than 45 clear minutes be allowed for the induction to take place;
 - 40.2.5. that Employees receive no less than their usual base rate of pay for the duration of the induction; and
 - 40.2.6. that prior to the induction there shall, at the request of the union, be posted in a prominent position accessible to all employees in the workplace, a Union generated notice as to the purpose of, and any other relevant information about the induction.
- 40.3. Without diminishing the intent of sub-clause 40.2 of this clause, ACF SPL and

the Union will consult on organising the most effective time for all upcoming site inductions of new Employees as soon as is practicable, however the time and place for each induction will be set no later than 72 hours before the site induction is to take place.

- 40.4. ACF SPL, in addition to the provisions of 40.2, above, will provide reasonable time for a union delegate to address all new Employees as part of ACF SPL induction process at each site.
- 40.5. ACF SPL will provide reasonable paid time, which shall be no fewer than 8 hours per occasion on 10 occasions per year, to which the delegate shall be entitled to receive an average days pay (excluding overtime), for representation including but not limited to:
- 40.5.1. industrial branch issues of concern;
 - 40.5.2. individual members' problems and queries;
 - 40.5.3. negotiation of enterprise bargaining or other workplace Agreements;
 - 40.5.4. represent the interest of members to ACF SPL at the site where the delegate works;
 - 40.5.5. attend industrial tribunals on ACF SPL matters with respect to the site where the delegate works;
 - 40.5.6. reasonable time during normal working hours to consult with Union members;
 - 40.5.7. attend from time to time meetings that may address transport industry matters;
 - 40.5.8. participate in internal committee structures; and
 - 40.5.9. attend political campaigns provided that such campaigns or protests will not be used against ACF SPL and the Employees will not be permitted to wear any apparel that allows recognition of ACF SPL.
- 40.6. A person serving as a branch president, branch vice president, federal councilor, or any other employee involved in the operation of the MUA (including members of a branch committee of management) will be entitled to paid leave to fulfill their responsibilities, including attendance at BCOM meetings.
- 40.7. The Union will not seek the release of any delegate/s during traditional peak operational periods under this clause.
- 40.8. By mutual agreement of ACF SPL (which is not to be unreasonably withheld) and the MUA, meetings of Employees covered by this Agreement may be held to consider and discuss matters relating to this Agreement. Meetings are to be run at times suitable to the business and appropriate notice of a meeting will be given to the ACF SPL by the MUA.

41. PAYROLL DEDUCTIONS AND UNION PICNIC DAY

41.1. Union Membership Fees:

41.1.1. ACF SPL shall deduct Union membership fees (not including fines or levies) from the pay of any Employee, provided that:

41.1.1.1. the Employee has authorised ACF SPL to make such deductions in accordance 41.2;

41.1.1.2. the Union shall advise ACF SPL of the amount to be deducted for each pay period applying at ACF SPL's workplace and any changes to that amount; and

41.1.1.3. deduction of union membership fees shall only occur in each pay period in which payment has or is to be made to an Employee.

41.2. The Employee's authorisation shall be in writing and will authorise the deduction of an amount of union fees (including any variation in that fee effected in accordance with the Union rules) that the Union advises ACF SPL to deduct. Where the Employee passes any such written authorisation to the Union, the Union shall not pass the written authorisation on to ACF SPL without first obtaining the Employee's consent to do so. Such consent may form part of the written authorisation.

41.3. Monies so deducted from an Employee's pay shall be remitted to the Union on either a weekly, fortnightly, monthly or quarterly basis at ACF SPL's election, together with all necessary information to enable the reconciliation and crediting of subscriptions to Employees' membership accounts, including, but not limited to, names, addresses, and phone numbers.

41.4. Where an Employee has already authorised the deduction of Union membership fees in writing from his or her pay prior to this clause taking effect, nothing in this clause shall be read as requiring the employee to make a fresh authorisation in order for such deductions to commence or continue.

41.5. The Union shall advise ACF SPL of any change to the amount of membership fees made under its rules, provided that this does not occur more than once in any calendar year. Such advice shall be in the form of a schedule of fees to be deducted specifying weekly, fortnightly, monthly, or quarterly as the case may be. The Union shall give ACF SPL a minimum of two months' notice of any such change.

41.6. An Employee may at any time revoke in writing an authorisation to ACF SPL to make payroll deductions of Union membership fees.

41.7. Where an Employee who is a member of the Union and who has authorised ACF SPL to make payroll deductions of Union membership fees resigns his or her membership of the Union in accordance with the rules of the Union, the Union shall inform the Employee in writing of the need to revoke the authorisation to ACF SPL in order for

payroll deductions of union membership fees to cease.

- 41.8. A financial member of the MUA will be entitled to attend the MUA Branches Picnic Day (as notified) on pay. The Union Picnic Day payment will apply to all full time and part time Employees of ACF SPL who are financial members of the MUA. Work on this day will be on a purely voluntary basis only and will be paid at the rate of double time and a half.

42. ENSURING ONGOING FAIR LABOUR PRACTICES

- 42.1. ACF SPL commits to working with the MUA, other responsible employers and the International Transport Federation to create a framework for the development and implementation of agreed international labour standards for all transport operations across the world. This will help to ensure that the Employees in Australia are protected from the future importation of substandard labour practices such as those re-imported in the Australian business for a significant period of time in or around 2009-2012.

PART G – OUTSOURCING PROCEDURE

43. CASUAL EMPLOYEES AND SUPPLEMENTARY LABOUR HIRE ARRANGEMENTS

- 43.1. The intention of this clause is to establish an agreed procedure for the outsourcing of work or use of labour hire by ACF SPL noting that Employees and their representatives have a direct interest in ensuring that any decision of ACF SPL to contract out work does not undermine (or is perceived to undermine) any benefit or condition of employment bestowed upon them by this Agreement, or adversely affects (or is perceived to adversely affect) the job security or safety of Employees.
- 43.2. ACF SPL and the MUA agree that when necessary to meet short-term peak work requirements additional labour may be sourced from labour hire companies.
- 43.3. The parties agree that when it becomes necessary to contract out work, due to operational requirements, ACF SPL will ensure that:
- 43.3.1. any proposal regarding the contracting out of work will be treated by the parties as a Major Change and will be subject to clause 9 of this Agreement;
and
 - 43.3.2. no work is performed by an outsourced entity where there is a risk that the entity (or an employee or contractor of the entity) may be working in an area where Employees covered by the Agreement also work, unless the work outsourced is performed in accordance with a safe system of work.
- 43.4. ACF SPL will ensure that an employee, not being an employee of ACF SPL, but who

is required to perform work for, or on behalf of, ACF SPL under a labour hire or outsourcing arrangement, receives the same hourly rate of pay as they would receive if they were engaged as employees of ACF SPL performing the same work.

43.5. For the purposes of this clause, "labour hire" means employees provided to ACF SPL through a labour hire arrangement.

SCHEDULE 1 – CLASSIFICATIONS

GRADE	Award Description	Duties/Role
1	General hand, cleaner including a storeperson	Warehouse Storeperson Labourer /Container Unpacker
2	Driver of a rigid vehicle (including a motorcycle) not exceeding 4.5 tonnes gross vehicle mass (GVM)	Electric Pallet Jack
3	Driver of a fork-lift up to and including five-(5) tonnes lifting capacity Driver of a two—axle rigid vehicle on any other rigid vehicle exceeding 4.5 tonnes, but not exceeding 13.9 tonnes gross vehicle mass (GVM)	Dispatch and Receiving Clerks Forklift Operator Container Repairer
4	Driver of a three—axle rigid vehicle exceeding 13.9 tonnes gross vehicle mass (GVM) Driver of fork-lift with a lifting capacity in excess of five tonnes and up to and including 10 tonnes	High Reach Forklift Operator LCL Drivers
5	Driver of a fork-lift with a lifting capacity in excess of 10 tonnes and up to 34 tonnes Driver of a rigid vehicle with four or more axles and a GVM exceeding 13.9 tonnes Driver of a rigid vehicle and heavy trailer combination with three axles and a GCM of 22.4 tonnes or less	16-Tonne Forklift
6	Driver of a rigid vehicle and a heavy trailer combination with more than three axles and a GCM greater than 22.4 tonnes Driver of an articulated vehicle with more than three axles and a GCM greater than 22.4 tonnes	HC Drivers
7	Driver of a double articulated vehicle up to and including 53.4 tonnes GCM—including B—Doubles	
8	B-Double /Sideloader Drivers Driver of a fork-lift with a lifting capacity over 34 tonnes	Overhead Heavy Stacker Container Surveyor Container Welder *Clerical/Foreman MC Driver (B-Double) Side loaders
9	Driver of a rigid vehicle with trailer combinations or articulated vehicle with trailer combinations exceeding 94 tonnes GCM.	
10	Heavy Super B-double Truck Drivers	Heavy Reach Stacker A Double Drivers

	Driver of a multi-axle platform trailing equipment with a carrying capacity in excess of 70 tonnes and up to and including 100 tonnes	Super B's Drivers Empty Twin Pick Forklift Lightweight Empty Super B or A Double
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*The Clerical/Foreman classification is a grandfathered classification and will only apply to an Employee who was engaged in this classification at the date the agreement was made. No further appointments will be made under this classification.

SCHEDULE 2 – BASE RATES AND ALLOWANCES

A) VICTORIA

GRADE	Hourly Rate (Current)	Hourly Rate (July 2023)	Hourly Rate (July 2024)	Hourly Rate (July 2025)
1	\$24.60	\$26.08	3.5% increase, or CPI W/G uncapped	3.5% increase, or CPI W/G uncapped
2	\$25.28	\$26.80	3.5% increase, or CPI W/G uncapped	3.5% increase, or CPI W/G uncapped
3	\$25.60	\$27.14	3.5% increase, or CPI W/G uncapped	3.5% increase, or CPI W/G uncapped
4	\$26.11	\$27.68	3.5% increase, or CPI W/G uncapped	3.5% increase, or CPI W/G uncapped
5	\$26.45	\$28.04	3.5% increase, or CPI W/G uncapped	3.5% increase, or CPI W/G uncapped
6	\$26.80	\$28.41	3.5% increase, or CPI W/G uncapped	3.5% increase, or CPI W/G uncapped
7	\$27.23	\$28.86	3.5% increase, or CPI W/G uncapped	3.5% increase, or CPI W/G uncapped
8	\$28.06	\$29.74	3.5% increase, or CPI W/G uncapped	3.5% increase, or CPI W/G uncapped
9				
10	\$29.34	\$31.10	3.5% increase, or CPI W/G uncapped	3.5% increase, or CPI W/G uncapped

SERVICE ALLOWANCE

GRADE	Hourly Rate (Current)	Hourly Rate (July 2023)	Hourly Rate (July 2024)	Hourly Rate (July 2025)
1	\$2.46	\$2.61	3.5% increase, or CPI W/G uncapped	3.5% increase, or CPI W/G uncapped
2	\$2.53	\$2.68	3.5% increase, or CPI W/G uncapped	3.5% increase, or CPI W/G uncapped

3	\$2.56	\$2.71	3.5% increase, or CPI W/G uncapped	3.5% increase, or CPI W/G uncapped
4	\$2.61	\$2.77	3.5% increase, or CPI W/G uncapped	3.5% increase, or CPI W/G uncapped
5	\$2.64	\$2.80	3.5% increase, or CPI W/G uncapped	3.5% increase, or CPI W/G uncapped
6	\$2.68	\$2.84	3.5% increase, or CPI W/G uncapped	3.5% increase, or CPI W/G uncapped
7	\$2.73	\$2.89	3.5% increase, or CPI W/G uncapped	3.5% increase, or CPI W/G uncapped
8	\$2.80	\$2.97	3.5% increase, or CPI W/G uncapped	3.5% increase, or CPI W/G uncapped
9				
10	\$2.93	\$3.11	3.5% increase, or CPI W/G uncapped	3.5% increase, or CPI W/G uncapped

COMPOUNDED RATE-Permanent Employees Only (base rate plus Service Allowance)

GRADE	Hourly Rate (Current)	Hourly Rate (July 2023)	Hourly Rate (July 2024)	Hourly Rate (July 2025)
1	\$27.05	\$28.69	3.5% increase, or CPI W/G uncapped	3.5% increase, or CPI W/G uncapped
2	\$27.81	\$29.48	3.5% increase, or CPI W/G uncapped	3.5% increase, or CPI W/G uncapped
3	\$28.17	\$29.86	3.5% increase, or CPI W/G uncapped	3.5% increase, or CPI W/G uncapped
4	\$28.72	\$30.44	3.5% increase, or CPI W/G uncapped	3.5% increase, or CPI W/G uncapped
5	\$29.09	\$30.84	3.5% increase, or CPI W/G uncapped	3.5% increase, or CPI W/G uncapped
6	\$29.49	\$31.26	3.5% increase, or CPI W/G uncapped	3.5% increase, or CPI W/G uncapped

7	\$29.95	\$31.76	3.5% increase, or CPI W/G uncapped	3.5% increase, or CPI W/G uncapped
8	\$30.86	\$32.71	3.5% increase, or CPI W/G uncapped	3.5% increase, or CPI W/G uncapped
9				
10	\$32.27	\$34.21	3.5% increase, or CPI W/G uncapped	3.5% increase, or CPI W/G uncapped

CASUAL RATES

GRADE	Hourly Rate (Current)	Hourly Rate (July 2023)	Hourly Rate (July 2024)	Hourly Rate (July 2025)
1	\$30.75	\$32.60	3.5% increase, or CPI W/G uncapped	3.5% increase, or CPI W/G uncapped
2	\$31.60	\$33.50	3.5% increase, or CPI W/G uncapped	3.5% increase, or CPI W/G uncapped
3	\$32.00	\$33.92	3.5% increase, or CPI W/G uncapped	3.5% increase, or CPI W/G uncapped
4	\$32.64	\$34.60	3.5% increase, or CPI W/G uncapped	3.5% increase, or CPI W/G uncapped
5	\$33.06	\$35.04	3.5% increase, or CPI W/G uncapped	3.5% increase, or CPI W/G uncapped
6	\$33.50	\$35.51	3.5% increase, or CPI W/G uncapped	3.5% increase, or CPI W/G uncapped
7	\$34.04	\$36.08	3.5% increase, or CPI W/G uncapped	3.5% increase, or CPI W/G uncapped
8	\$35.08	\$37.18	3.5% increase, or CPI W/G uncapped	3.5% increase, or CPI W/G uncapped
9				
10	\$36.67	\$38.87	3.5% increase, or CPI W/G uncapped	3.5% increase, or CPI W/G uncapped

Meal Allowance will be paid at the rate of \$20.00 per meal

Omega drivers, heavy forklift drivers and top-loader drivers will be classified and paid at Grade 8 .

Heavy reach stacker drivers will be classified and paid at Grade 10.

Travel Allowance – (as per clause 23) - \$15.90 per trip

Leading Hand

2 Employees or fewer – nil;

3 to 10 Employees - \$50 per week;

11- 20 Employees - \$66.10 per week; or

More than 20 Employees - \$83.96 per week.

First Aid - \$15.04 per week

B) SOUTH AUSTRALIA

PERMANENT RATE

GRADE	Hourly Rate (Current)	Hourly Rate (July 2023)	Hourly Rate (July 2024)	Hourly Rate (July 2025)
1	\$24.60	\$26.08	3.5% increase, or CPI W/G uncapped	3.5% increase, or CPI W/G uncapped
2	\$25.28	\$26.80	3.5% increase, or CPI W/G uncapped	3.5% increase, or CPI W/G uncapped
3	\$25.60	\$27.14	3.5% increase, or CPI W/G uncapped	3.5% increase, or CPI W/G uncapped
4	\$26.11	\$27.68	3.5% increase, or CPI W/G uncapped	3.5% increase, or CPI W/G uncapped
5	\$26.45	\$28.04	3.5% increase, or CPI W/G uncapped	3.5% increase, or CPI W/G uncapped
6	\$26.80	\$28.41	3.5% increase, or CPI W/G uncapped	3.5% increase, or CPI W/G uncapped
7	\$27.23	\$28.86	3.5% increase, or CPI W/G uncapped	3.5% increase, or CPI W/G uncapped
8	\$28.06	\$29.74	3.5% increase, or CPI W/G uncapped	3.5% increase, or CPI W/G uncapped
9				
10	\$29.34	\$31.10	3.5% increase, or CPI W/G uncapped	3.5% increase, or CPI W/G uncapped

CASUAL RATES

GRADE	Hourly Rate (Current)	Hourly Rate (July 2023)	Hourly Rate (July 2024)	Hourly Rate (July 2025)
1	\$30.75	\$32.60	3.5% increase, or CPI W/G uncapped	3.5% increase, or CPI W/G uncapped
2	\$31.60	\$33.50	3.5% increase, or CPI W/G uncapped	3.5% increase, or CPI W/G uncapped
3	\$32.00	\$33.92	3.5% increase, or CPI W/G uncapped	3.5% increase, or CPI W/G uncapped
4	\$32.63	\$34.59	3.5% increase, or CPI W/G uncapped	3.5% increase, or CPI W/G uncapped
5	\$33.06	\$35.04	3.5% increase, or CPI W/G uncapped	3.5% increase, or CPI W/G uncapped
6	\$33.50	\$35.51	3.5% increase, or CPI W/G uncapped	3.5% increase, or CPI W/G uncapped
7	\$34.04	\$36.08	3.5% increase, or CPI W/G uncapped	3.5% increase, or CPI W/G uncapped
8	\$35.08	\$37.18	3.5% increase, or CPI W/G uncapped	3.5% increase, or CPI W/G uncapped
9				
10	\$36.67	\$38.87	3.5% increase, or CPI W/G uncapped	3.5% increase, or CPI W/G uncapped

Meal Allowance will be paid at the rate of \$20.00 per meal

Omega drivers, heavy forklift drivers and top-loader drivers will be classified and paid at Grade 8 .

Heavy reach stacker drivers will be classified and paid at Grade 10.

Leading Hand

2 Employees or fewer – nil;

3 to 10 Employees - \$50 per week;

11- 20 Employees - \$66.10 per week; or

More than 20 Employees - \$83.96 per week.

First Aid - \$15.04 per week

SCHEDULE 3 – PRESERVED LOCAL AGREEMENTS AND OTHER ENTITLEMENTS

1) The following provisions of the Patrick Port Logistics (Cargolink) Enterprise Agreement 2014 (the “**Cargolink Agreement**”) will apply to former Patrick Employees:

a) Employees who are members of the MUA shall also be entitled to MUA Picnic Day. This entitlement shall apply on the basis that employees are entitled to the day off or to payment at the rate of double time and a half for the shift worked if required to work.

b) Redundancy - Service Payment

(1) A service payment of three weeks' pay at the ordinary time rate for each year of service and pro rata for part years.

For example:

Up to 12 mths service 3 weeks wages

After 2.5 years 7.5 weeks wages

After 5 years 15 weeks wages

After 8 years 8 months 26 weeks wages

After 13 years 39 weeks wages

After 17 years 4 months 52 weeks wages

(2) The maximum service payment shall be 52 weeks' pay at the ordinary time wage rate, that is, the equivalent of 52 weeks' pay plus the notice period under this policy.

(3) The minimum service payment to any employee retrenched shall be 3 weeks' pay at the ordinary time wage rate.

(4) Week's pay means the ordinary time rate of pay prescribed at Schedule 2 for the classification of the employee concerned. Provided that such rate will exclude: Overtime; Penalty rates; Disability allowances; Shift allowances; Special rates; Fares and travelling time allowances; Bonuses; and Any other ancillary payments of a like nature.

2) The following provisions of the *Kerry Logistics (Australia) Pty Ltd Container Park Enterprise Agreement 2014* [2014] FWCA 4950 (the “**Kerry Agreement**”) will

apply to former Employees of Kerry who, at the time this Agreement is made, were:

- a. Employed as a Level 2 as set out in Schedule 1 of the Kerry Agreement in which case the allowances provided for in Schedule 2 of the Kerry Agreement will continue to apply; or
- b. Employed pursuant to Schedule 3 of the Kerry Agreement in which case all of the provisions of Schedule 3 will continue to apply.
- c. No other provisions of the Kerry Agreement will apply to any former Employee of Kerry.

**SCHEDULE 4 - ACF SPL OPERATIONS EXEMPT FROM THE OPERATION OF CLAUSES
33. .**

Operational Exemptions:

1. Fleet operators used exclusively for “empty container” work.

Signatures of Appointed Bargaining Representatives

Signed for and on behalf of ACFS Port Logistics Pty Ltd (ACN 956 0312 0047) by::

Signature of Authorised Person: 

Name in Full: Arthur Traneros

Address: 2 Simblist Rd, Port Botany
NSW, 2036

Explanation of Authority: CEO & Managing Director

Signature of Witness: 

Name of Witness: Lisa Rebeiro

Date: 17th January 2024

SIGNED on behalf of THE MARITIME UNION of AUSTRALIA, by:

Signature of Authorised Person: 

Name in Full: Warren Smith

Address: 365-375 Sussex Street Sydney NSW 2000

Explanation of Authority: Deputy National Secretary of the Maritime Union of Australia a
Division of the Construction Forestry and Maritime Employees Union

Signature of Witness: 

Name of Witness: Camilla Mason

Date: 22 January 2024