ORDER

Workplace Relations Act 1996
cl.2A(1)(b) Sch. 7 - Application for an order to vary pre-reform certified agreement

DP World Australia Limited and Maritime Union of Australia, The
(AG2008/1470)

P&O PORTS FREMANTLE TERMINAL ENTERPRISE AGREEMENT 2005
(ODN AG2006/3414) [AG847255]

Port and harbour services

COMMISSIONER THATCHER

SYDNEY, 4 DECEMBER 2008

Application to vary and extend a pre-reform certified agreement.

A. Further to the decision given in transcript on 1 December 2008 and in accordance with clause 2A(1)(b) of Schedule 7 to the Act, the above Agreement is extended and varied as follows:


2. Delete the contents and replace them with the following:

'1.0 INDEX

PART A – SYDNEY, MELBOURNE & FREMANTLE

1.0 INDEX 2
2.0 TITLE 4
3.0 INTENT OF AGREEMENT 4
4.0 PARTIES BOUND 4
5.0 OPERATION OF AGREEMENT 4
6.0 DURATION OF AGREEMENT 5
7.0 DEFINITIONS 5
8.0 CONTRACT OF EMPLOYMENT 6
9.0 EMPLOYEE REPRESENTATION 10
10.0 PAYMENT OF WAGES, EXPENSES AND SUPERANNUATION 13
11.0 CLASSIFICATIONS AND RATES OF PAY 14
12.0 HOURS OF WORK 15
13.0 OVERTIME (OTHER THAN SHIFT EXTENSIONS) 15
PART B - DP WORLD FREMANTLE

1.0 HOURS OF WORK
2.0 REMUNERATION
3.0 CONSOLIDATED ALLOWANCE
4.0 ESTABLISHMENT NUMBERS
5.0 HEAT AGREEMENT
6.0 MANNING
7.0 COMMITTEES
8.0 SUPPLY AND REPLACEMENT OF PRESCRIPTION GLASSES
9.0 CLOTHING
10.0 LEAVE RESERVED

3. Renumber the Agreement in accordance with the Table of Contents in order 2 above.

4. Delete all references to 'employee' and replace with 'Employee' except for the following:
   (a) as provided in order 12; and
   (b) the second references to 'employee' in clause 7.7.

5. Except as provided in orders 6, 7 and 18 and clause 19.3, delete all references to 'P&O' or 'P&O Ports' and replace with 'the Company'.

6. In clauses 8.4.1, 8.15.2(iv), 21.2 and 32, delete all references to 'P&O' or 'P&O Ports' and replace with 'Company'.

7. Delete clause 2.0 and replace it with the following:

   **2.0 TITLE**
   
   This Agreement shall be known as the DP World Fremantle Enterprise Agreement 2008 ("the Agreement").
8. Delete clause 5.0 and replace it with the following:

'5.0 OPERATION OF AGREEMENT

5.1 This Agreement shall be read in conjunction with the following awards:

i) Stevedoring Industry Award 1999;
ii) Stevedoring Long Service Leave Award 1992; and
iii) Stevedoring Australian Vocational Training System Award 2000;

(collectively referred to as “the Awards”).

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 such Stevedoring Award provisions shall cease to apply only to the extent and for the period necessary to permit the operation of this Agreement.

5.2 This Agreement supersedes any other award, agreement whether certified or not, memorandum of understanding, exchange of correspondence, work practice(s), arrangement(s), written or unwritten which applied prior to the commencement of this varied Agreement and which regulated the terms and conditions of employment of Employees covered by this Agreement.

5.3 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.'

9. In clause 6.0, insert at the end of the clause:

'However the Commission has extended the nominal expiry date of this Agreement so that it operates on and from the date of the order made by the Commission under clause 2A of Schedule 7 of the Act until 30 June 2011.'

10. In clause 7.3, delete 'amended' and replace it with 'varied'.

11. In clause 7.4, delete 'Award' and replace it with 'Agreement'.

12. Delete clause 7.6 and replace it with the following:

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

13. In clause 7.7, delete 'representative' and replace it with 'Representative'.

14. In clause 7.8, after 'paid a fixed salary', insert '(a Fixed Salary Employee (FSE))'.

15. Delete clause 7.9, and renumber clauses 7.10 to 7.13 accordingly.

16. In clause 7.10 (renumbered as clause 7.9), delete 'wage' and replace it with 'Wage'.

17. In clause 7.12 (renumbered as clause 7.11), after 'Union means' insert 'the'.

18. Delete clause 7.13 (renumbered as clause 7.12), and replace it with the following:
The Company means DP World Australia Limited (ABN 52 000 049 301) and DP World (Fremantle) Limited (ABN 41 009 106 763) and a reference to the Company in this Agreement is a reference to the relevant employing entity of an Employee.'

19. Delete clause 8.1.3 and replace it with the following:

'8.1.3 a Supplementary Employee who is a non-permanent casually engaged person to supplement the use of other Employees in accordance with clause 9 of the Stevedoring Award;'

20. In clause 8.10, delete all references to '6' and replace it with '12'.

21. In clause 8.11, delete all references to 'six' and replace it with '12'.

22. Delete clause 8.12 and replace it with the following:

'8.12 The Company will ensure that the individual earnings of irregularly engaged Employees (VSE, GWE, Supplementary) within any financial year do not exceed the highest annual Grade 6 Operations Salary (as prescribed in Part B of this Agreement). For the purposes of this clause, earnings from bonus payments and Closed Port Days will not be taken into account when determining the earnings of an irregularly engaged employee in any financial year. Actual earnings site by site will be made available to parties as part of a review process, with due regard to privacy.'

23. In clause 8.15.2(i), delete the last 'the' and replace it with 'this'.

24. In clause 8.15.3(iii), delete references to 'the commencement of this Agreement' and 'the date of commencement of this clause' and replace it with '17 March 2006'.

25. Delete clause 8.16.

26. In clause 11.2, delete the table and replace it with the following:

<table>
<thead>
<tr>
<th>SIA Grade</th>
<th>Weekly rate from first full pay period on or after 1 July 2008</th>
<th>Weekly rate from the first full pay period on or after 1 July 2009 $751.02</th>
<th>Weekly rate from the first full pay period on or after 1 July 2010 $788.57</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
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<td>$751.02</td>
<td>$788.57</td>
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<td>$825.06</td>
<td>$866.31</td>
</tr>
<tr>
<td>3</td>
<td>$846.47</td>
<td>$888.79</td>
<td>$933.23</td>
</tr>
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<td>$961.17</td>
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<td>5</td>
<td>$943.18</td>
<td>$990.34</td>
<td>$1,039.86</td>
</tr>
<tr>
<td>6</td>
<td>$1,042.51</td>
<td>$1,094.64</td>
<td>$1,149.37</td>
</tr>
</tbody>
</table>

27. In clause 11.3, delete 'and composite rates for VSE's and Casually Engaged Employees (in General Stevedoring locations)'.

28. In clause 11.5.1:

(a) delete 'superannuation and'; and
(b) delete the table and replace it with the following:
First full pay period on or after the commencement of this Agreement | First Full pay period on or after 1 July 2009 | First Full pay period on or after 1 July 2010
--- | --- | ---
$2,310 | $2,425.50 | $2,546.78

29. Delete clause 11.5.2 and replace it with the following:

'11.5.2 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 meal allowance will be paid at the rate of $15.27. This allowance will be adjusted from the first full pay periods commencing on or after 1 July 2009 and 1 July 2010 in accordance with the Consumer Price Index (CPI) [Weighted Average of Eight Capital Cities - “Meals Out and Takeaway foods” group].'

30. After clause 11.5.2, insert a new clause 11.6 as follows:

'11.6 A VSE, GWE or Supplementary Employee who has been properly elected to serve on the Employee Representative Committee (also known as Site Committee) or the Occupational Health, Safety and Environment Committee shall be paid his/her average graded rate worked in the previous 12 months, based on the rates of pay in clause 11 of this Agreement, for attendance at the following meetings:

(i) Employee Representative/Site Committee meetings as prescribed by this Agreement and authorised by management;

(ii) Occupational Health, Safety and Environment Committee meetings as prescribed by this Agreement and authorised by management; and

(iii) Enterprise Agreement negotiation meetings authorised in advance by management.'

31. Delete clause 12.2 and replace it with the following:

'12.2. Payment for temporary upgrades

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

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

12.2.3 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.'

32. In clause 12.3, delete the table and replace it with the following:

<table>
<thead>
<tr>
<th>Hourly rate from first full pay period on or after date of commencement</th>
<th>Hourly rate from first full pay period on or after 1 July 2009</th>
<th>Hourly rate from first full pay period on or after 1 July 2010</th>
</tr>
</thead>
<tbody>
<tr>
<td>$5.96</td>
<td>$6.26</td>
<td>$6.57</td>
</tr>
</tbody>
</table>

33. In clause 14.1.2, delete 'or the appropriate composite rate where applicable'.
34. In clause 14.2.2, delete 'The Company will provide four days notice of the final requirement to work on the Closed Port Days.' and insert the following:

'The Company will complete allocation for Closed Port Days in accordance with the following table:

<table>
<thead>
<tr>
<th>Allocate on this day*</th>
<th>When Closed Port Day falls on this day…</th>
</tr>
</thead>
<tbody>
<tr>
<td>Monday</td>
<td>Thursday</td>
</tr>
<tr>
<td>Tuesday</td>
<td>Friday</td>
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<tr>
<td>Wednesday</td>
<td>Saturday</td>
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<td>Thursday</td>
<td>Sunday</td>
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<td>Friday</td>
<td>Monday</td>
</tr>
<tr>
<td>Friday</td>
<td>Tuesday</td>
</tr>
<tr>
<td>Sunday</td>
<td>Wednesday</td>
</tr>
</tbody>
</table>

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

35. In clause 14.2.4, delete the references to 'in terminals (PBT, WST, FIT, FT)'.

36. In clause 14.2.5, delete 'in a terminal (ie PBT, WST, FT, FIT) or an employee on an annual accumulated hours arrangement and who works' and insert 'on'.

37. In clause 14.2.6, delete '; except that General Stevedoring employees will be paid the appropriate composite rate applicable to the site of work as defined in the relevant section of the Agreement'.

38. In clause 15.1:

   (a) delete 'From the commencement of this Agreement, a permanent employee' and replace it with 'An FSE';
   (b) delete 'the actual hours taken are no greater than the following:' and replace it with 'the distribution of annual leave across the various weeks of the roster cycle may be managed by the Company through the annual leave plan prescribed in clause 15.4. A VSE will be entitled to 5 weeks of annual leave, provided that the actual annual leave hours taken shall be no greater than 175 hours for each annual 5 weeks of entitlement.'

39. Delete clauses 15.1.1, 15.1.2 and 15.1.3.

40. In clause 15.2.1, delete 'Permanent employees (excluding VSE's)' and replace it with 'FSEs'.

41. Delete clauses 15.3 and 15.4, and renumber clauses 15.5 to 15.7 accordingly.

42. In clause 15.5 (renumbered as clause 15.3):

   (a) after 'Employees' insert '(VSEs, GWEs or Supplementary Employees)'; and
   (b) delete 'from the commencement of the Previous Agreement'.

43. In clause 15.6 (renumbered as clause 15.4), after 'the year' insert 'and to manage the distribution of FSE leave across the roster cycle, as per clause 15.1'.

44. Delete clause 16.3 and replace it with the following:
16.3 Guaranteed Wage Employees - shall accrue personal leave at the rate of 0.04255 hours for every hour worked up to a maximum of 70 hours in each twelve month period (1 July to 30 June). In addition, GWEs shall be entitled to 3 days (21 hours) carer’s leave each year (1 July to 30 June), which, if unused, will not accumulate from year to year. Leave under this clause shall be paid at the average graded rate for the previous 12 months based on the rates of pay in Clause 11 of this Agreement.'

45. In clause 17.1.2, delete 'meetings' and replace it with 'meeting'.

46. In clause 17.3, delete 'forgoing' and insert 'foregoing'.

47. In clause 17.4, insert a full stop at the end of the clause.

48. In clause 19.1, delete 'From the commencement of the Previous Agreement, an' and insert 'An'.

49. In clause 19.2.2, delete 'the commencement of the Previous Agreement' and insert '30 June 2003*'.

50. In clause 19.3, after 'Rates of Pay' insert 'plus a loading of 27.5%'.

51. Delete clause 19.4 and replace it with the following:

'19.4 Any leave accrued for VSEs and GWEs prior to 30 June 2003* will be paid at the Clause 11 Grade 2 rate of pay plus a loading of 27.5% and be taken before any leave accrued since that date (“Old Long Service Leave for VSE’s and GWE’s”).'

52. In clause 19.5, insert a full stop after 'as the case may be'.

53. Delete clause 19.6 and replace it with the following:

'19.6 Any Irregularly Engaged Employees (VSEs, GWEs or Supplementary Employees) appointed to a permanent position from the date prescribed in clause 19.4 above, will preserve his/her leave accrued prior to the appointment, at the Clause 11 rates for the appointed grade or in the case of a VSE, the average graded rate worked in the previous 12 months until such accrued leave is taken.

* Date applicable to DP World Fremantle only*

54. In clause 20.4, delete 'Manager' and replace it with 'manager'.

55. Delete clause 21.2 and replace it with the following:

'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.'

56. In clause 23.3, after the second 'grievance' insert a comma.

57. In clause 24.1.1, delete 'if requested' and insert '(if requested)'.

* Date applicable to DP World Fremantle only*
58. In clause 24.1.1.3, delete 'the parties may agree to' and insert 'the matter may be referred by either party to National level for discussion between the parties, after which time either party may'.

59. In clause 25.2, delete '- All Locations'.

60. In clause 25.2.1, delete 'Where' and insert 'Subject to clause 12.2, where'.

61. In clause 25.2.2, delete '25.5' and insert '25.3'.

62. Delete clause 25.3 and renumber clauses 25.3.1 to 25.3.3 accordingly.

63. Delete clauses 25.4 and 25.4.1, and renumber clause 25.5 accordingly.

64. In clause 25.5.1 (renumbered as clause 25.3.1), delete the table and replace it with the following:

<table>
<thead>
<tr>
<th>From first full pay period on or after the commencement of this Agreement</th>
<th>First Full pay period on or after 1 July 2009</th>
<th>First Full pay period on or after 1 July 2010</th>
</tr>
</thead>
<tbody>
<tr>
<td>$51,026</td>
<td>$53,577</td>
<td>$56,256</td>
</tr>
</tbody>
</table>

65. In clause 25.5.2 (renumbered as clause 25.3.2):

(a) delete '25.5.1' and insert '25.3.1'; and
(b) insert at the end of the clause:

'However, any such deduction shall be limited to $200 in any particular fortnight (unless otherwise agreed with the employee), provided that any remaining deduction shall occur in the next pay period(s), but still subject to the $200 limit in any one pay period. To be clear, this clause does not limit the Company’s ability to recoup the full amount owing.'

66. In clause 26.0, insert '(GWE)' at the end of the heading of the clause.

67. In clause 26.2, delete '- All locations'.

68. In clause 26.2.1, delete 'Where' and insert 'Subject to clause 12.2, where'.

69. Delete clause 26.3, and renumber clauses 26.3.1 to 26.3.4 accordingly.

70. In clause 26.3.2 (renumbered as clause 26.2.5), after 'accordance' insert 'with the'.

71. Delete clause 26.4 and 26.4.1, and renumber clause 26.5 accordingly.

72. Delete clause 26.5.1 (renumbered as clause 26.3.1) and replace it with the following:

'26.3.1 A GWE will receive a minimum yearly salary as set out in the following table. The minimum salary will be increased in accordance with the percentage increase in clause 11 rates as set out below.'
73. In clause 26.5.2 (renumbered as clause 26.3.2):

(a) delete '26.5.1' and insert '26.3.1'; and
(b) at the end of the clause, insert the following:

'However, any such deduction shall be limited to $200 in any particular fortnight (unless otherwise agreed with the employee), provided that any remaining deduction shall occur in the next pay period(s), but still subject to the $200 limit in any one pay period. To be clear, this clause does not limit the Company’s ability to recoup the full amount owing.'

74. In clause 27.1.4, delete 'In the Ports of Fremantle, Brisbane, Melbourne and Sydney, all active supplementary' and insert 'All active Supplementary'.

75. In clause 27.2, delete '- All Locations'.

76. In clause 27.2.1, delete 'Where' and insert 'Subject to clause 12.2, where'.

77. Delete clause 27.3 and renumber clauses 27.3.1 and 27.3.2 accordingly.

78. In clause 27.3.2 (renumbered as clause 27.2.3), delete 'GWE' and insert 'Supplementary'.

79. Delete clauses 27.4 and 27.4.1.

80. In clause 28.1, after 'relevant 35 hour ordinary' insert 'Stevedoring'.

81. Delete clause 28.2.

82. In clause 30.0:

(a) after 'accordance with' insert 'the provisions of'; and
(b) delete 'Part's B and C' and insert 'Part B'.

83. In clause 31.0, after 'the salary' insert 'and conditions'.

84. After clause 32.0, insert a new clause 33.0 as follows:

'33.0  SALARY SACRIFICE – NOVATED LEASE

33.1 Subject to agreement by the Company, eligible FSEs 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 written election in accordance with this clause.'
33.2 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.

33.3 For the purposes of calculating an FSEs redundancy entitlement in accordance with the clause 8.15.3, the applicable salary shall be the pre-sacrifice ‘salary’ as prescribed in this Agreement.'

85. Delete the heading 'Part B – Western Australia & Northern Territory' and replace it with 'Part B – DP World Fremantle'.

86. Delete clauses 1.0, 2.0, 3.0, 4.0, 5.0 and 6.0 in Part B.

87. Delete the heading 'Part C – Fremantle Terminal'.

88. Delete Part C, clause 1.1 and replace it with the following:
1.1 General Operations Roster

<table>
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<th>Thur</th>
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<tr>
<td></td>
<td>OFF/BLACK</td>
<td>33.30%</td>
<td>16.70%</td>
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<tr>
<td></td>
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<td>0%</td>
</tr>
</tbody>
</table>

89. In Part C, clause 1.1.1, delete '38' and replace it with '36.7'.

90. Delete Part C, clause 1.1.3 to 1.1.5 and insert new clauses 1.1.3 to 1.1.7 as follows:

1.1.3 55 shifts to be worked per 12 week cycle.

1.1.4 Each Employee is required to work a minimum of 4, maximum 5 weekend shifts every 6 weeks within any 12 week cycle, provided the maximum number of weekend shifts to be worked within a 12 week cycle shall not exceed 9 (excluding any weekend overtime shift worked).

1.1.5 The black days falling in Weeks 2 and 8 of this Roster will be used by the Company to achieve the maximum FSE weekend shifts available to be worked within each Roster cycle. The black days may be reallocated to any other Monday to Friday shift within Weeks 2 and 8 by notification from the Company to the ERC. Any black day Monday to Friday falling during a period of annual leave authorised by the Company shall count towards a weekend shift worked by the Employee.

1.1.6 There shall be no limitation or restriction in any form on replacement labour to achieve the maximum weekend shifts available to be worked by Operational FSEs.

1.1.7 Employees under this Roster will receive 2 days in lieu (DIL) at the commencement of each year (1 July to 30 June), which can be applied to be taken on any Monday to Sunday shift, subject to approval from the Company with due regard to operational
requirements. An application to take DIL under this sub-clause on any day, including Saturday or Sunday will not be unreasonably refused by the Company and will be subject to a limited number of Employees on each day, with preference given to those Employees who apply well in advance of the requested day (including days requested to be taken on Saturday or Sunday). The two DIL must be taken within each 12 month period (1 July to 30 June) and will not accumulate from year to year.'

91. Delete Part C, clauses 1.2 to 1.5 and replace them with:

1.2 R&D Coordinator Day/Evening Roster

<table>
<thead>
<tr>
<th>Week</th>
<th>Mon</th>
<th>Tues</th>
<th>Wed</th>
<th>Thur</th>
<th>Fri</th>
<th>Sat</th>
<th>Sun</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>D</td>
<td>D</td>
<td>D</td>
<td>D</td>
<td>D</td>
<td>D</td>
<td>OFF</td>
</tr>
<tr>
<td>2</td>
<td>E</td>
<td>E</td>
<td>E</td>
<td>E</td>
<td>E</td>
<td>OFF</td>
<td>OFF</td>
</tr>
<tr>
<td>3</td>
<td>D</td>
<td>D</td>
<td>D</td>
<td>D</td>
<td>D</td>
<td>D</td>
<td>OFF</td>
</tr>
<tr>
<td>4</td>
<td>E</td>
<td>E</td>
<td>E</td>
<td>E</td>
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<td>OFF</td>
<td>OFF</td>
</tr>
<tr>
<td>5</td>
<td>D</td>
<td>D</td>
<td>D</td>
<td>D</td>
<td>D</td>
<td>D</td>
<td>OFF</td>
</tr>
<tr>
<td>6</td>
<td>OFF</td>
<td>OFF</td>
<td>OFF</td>
<td>OFF</td>
<td>OFF</td>
<td>OFF</td>
<td>OFF</td>
</tr>
<tr>
<td>7</td>
<td>E</td>
<td>E</td>
<td>E</td>
<td>E</td>
<td>E</td>
<td>OFF</td>
<td>OFF</td>
</tr>
<tr>
<td>8</td>
<td>D</td>
<td>D</td>
<td>D</td>
<td>D</td>
<td>D</td>
<td>D</td>
<td>OFF</td>
</tr>
<tr>
<td>9</td>
<td>E</td>
<td>E</td>
<td>E</td>
<td>E</td>
<td>E</td>
<td>OFF</td>
<td>OFF</td>
</tr>
<tr>
<td>10</td>
<td>D</td>
<td>D</td>
<td>D</td>
<td>D</td>
<td>D</td>
<td>D</td>
<td>OFF</td>
</tr>
<tr>
<td>11</td>
<td>E</td>
<td>E</td>
<td>E</td>
<td>E</td>
<td>E</td>
<td>OFF</td>
<td>OFF</td>
</tr>
<tr>
<td>12</td>
<td>OFF</td>
<td>OFF</td>
<td>OFF</td>
<td>OFF</td>
<td>OFF</td>
<td>OFF</td>
<td>OFF</td>
</tr>
</tbody>
</table>

D 41.66% 41.66% 41.66% 41.66% 41.66% 41.66% 0.00%
E 41.66% 41.66% 41.66% 41.66% 41.66% 0.00% 0.00%
OFF 16.66% 16.66% 16.66% 16.66% 16.66% 58.34% 100%

1.2.1 Average 38.1 hours per week, including a requirement by each Employee to work an additional 2 Saturday dayshifts in each year, allocation for which will be determined by the Company.

1.2.2 Standard shift commencement and finish times will be:

Dayshift 0545 – 1400
Evening 1345 - 2200

1.3 General Maintenance Roster

<table>
<thead>
<tr>
<th>Week\Panel</th>
<th>Mon</th>
<th>Tues</th>
<th>Wed</th>
<th>Thurs</th>
<th>Fri</th>
<th>Sat</th>
<th>Sun</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>D</td>
<td>D</td>
<td>I</td>
<td>I</td>
<td>OFF</td>
<td>OFF</td>
<td>OFF</td>
</tr>
<tr>
<td>2</td>
<td>OFF</td>
<td>OFF</td>
<td>OFF</td>
<td>D</td>
<td>D</td>
<td>I</td>
<td>I</td>
</tr>
<tr>
<td>3</td>
<td>OFF</td>
<td>OFF</td>
<td>OFF</td>
<td>OFF</td>
<td>OFF</td>
<td>OFF</td>
<td>D</td>
</tr>
<tr>
<td>4</td>
<td>D</td>
<td>I</td>
<td>I</td>
<td>OFF</td>
<td>OFF</td>
<td>OFF</td>
<td>OFF</td>
</tr>
<tr>
<td>5</td>
<td>OFF</td>
<td>OFF</td>
<td>D</td>
<td>D</td>
<td>I</td>
<td>I</td>
<td>OFF</td>
</tr>
<tr>
<td>6</td>
<td>OFF</td>
<td>OFF</td>
<td>OFF</td>
<td>OFF</td>
<td>OFF</td>
<td>D</td>
<td>D</td>
</tr>
<tr>
<td>7</td>
<td>I</td>
<td>I</td>
<td>OFF</td>
<td>OFF</td>
<td>OFF</td>
<td>OFF</td>
<td>OFF</td>
</tr>
</tbody>
</table>
It is the Company’s present intention to apply the Irregular (‘I’) shifts to default to nightshift. The Company may however otherwise require any I shift to be worked as dayshift, as it determines appropriate.

1.3.1 Average 36 hours per week, with 31 shifts to be worked per Employee in each 10 week cycle in accordance with the rules below.

1.3.2 In each 10 week cycle, an Employee under this roster is required to work 28 shifts of 12 hours duration as fixed within the Roster (above), plus 3 ‘Utility’ (U) dayshifts of 8 hours duration to be worked on ‘OFF’ days Monday to Friday as determined by the Company in accordance with the following:

(i) 2 U Shifts will be fixed by the Company (and notified to the Employee) at the commencement of each roster cycle; and
(ii) 1 flexible U Shift for which no fixed notification/allocation time shall apply, provided however the latest notification time shall be the completion of the last rostered shift worked by an Employee prior to commencing his/her next rostered “OFF” shift within the relevant week.

1.3.3 Standard shift commencement and finish times will be:

Dayshift  0600 – 1800
Nightshift 1800 – 0600
Utility shift  0600 – 1400

1.3.4 All tradespersons under this Roster will be required to act in the role of leading hand on shift as and when 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.

1.3.5 Annual leave

In accordance with clause 15 of Part A of this Agreement, Employees under this roster will be entitled to 5 weeks of annual leave (Monday to Sunday), provided that the actual annual leave hours taken shall be no greater than 180 hours.

1.4 Maintenance Storeperson Roster

<table>
<thead>
<tr>
<th>Week</th>
<th>Mon</th>
<th>Tues</th>
<th>Wed</th>
<th>Thur</th>
<th>Fri</th>
<th>Sat</th>
<th>Sun</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>D</td>
<td>D</td>
<td>D</td>
<td>D</td>
<td>D</td>
<td>OFF</td>
<td>OFF</td>
</tr>
<tr>
<td>2</td>
<td>E</td>
<td>E</td>
<td>E</td>
<td>E</td>
<td>E</td>
<td>OFF</td>
<td>OFF</td>
</tr>
</tbody>
</table>
1.4.1 Average 36 hours per week, Monday to Friday

1.4.2 Standard shift commencement and finish times will be:

Day Shift 0600 – 1400
Evening Shift 1400 – 2200

1.4.3 Evening shifts may be changed to Day shift according to Maintenance or Operational requirements.

1.5 Cargo Care Co-ordinator Roster

<table>
<thead>
<tr>
<th>Week</th>
<th>Mon</th>
<th>Tues</th>
<th>Wed</th>
<th>Thur</th>
<th>Fri</th>
<th>Sat</th>
<th>Sun</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>D</td>
<td>D</td>
<td>D</td>
<td>D</td>
<td>D</td>
<td>I/O</td>
<td>I/O</td>
</tr>
<tr>
<td>2</td>
<td>E</td>
<td>E</td>
<td>E</td>
<td>E</td>
<td>E</td>
<td>OFF</td>
<td>OFF</td>
</tr>
<tr>
<td>3</td>
<td>D</td>
<td>D</td>
<td>D</td>
<td>D</td>
<td>D</td>
<td>I/O</td>
<td>I/O</td>
</tr>
<tr>
<td>4</td>
<td>E</td>
<td>E</td>
<td>E</td>
<td>E</td>
<td>E</td>
<td>OFF</td>
<td>OFF</td>
</tr>
<tr>
<td>5</td>
<td>D</td>
<td>D</td>
<td>D</td>
<td>D</td>
<td>D</td>
<td>I/O</td>
<td>I/O</td>
</tr>
<tr>
<td>6</td>
<td>OFF</td>
<td>OFF</td>
<td>OFF</td>
<td>OFF</td>
<td>OFF</td>
<td>OFF</td>
<td>OFF</td>
</tr>
<tr>
<td>7</td>
<td>E</td>
<td>E</td>
<td>E</td>
<td>E</td>
<td>E</td>
<td>I/O</td>
<td>I/O</td>
</tr>
<tr>
<td>8</td>
<td>D</td>
<td>D</td>
<td>D</td>
<td>D</td>
<td>D</td>
<td>OFF</td>
<td>OFF</td>
</tr>
<tr>
<td>9</td>
<td>E</td>
<td>E</td>
<td>E</td>
<td>E</td>
<td>E</td>
<td>I/O</td>
<td>I/O</td>
</tr>
<tr>
<td>10</td>
<td>D</td>
<td>D</td>
<td>D</td>
<td>D</td>
<td>D</td>
<td>OFF</td>
<td>OFF</td>
</tr>
<tr>
<td>11</td>
<td>E</td>
<td>E</td>
<td>E</td>
<td>E</td>
<td>E</td>
<td>I/O</td>
<td>I/O</td>
</tr>
</tbody>
</table>

D 45.00% 45.00% 45.00% 45.00% 45.00% 0% 0%
E 45.00% 45.00% 45.00% 45.00% 45.00% 0% 0%
OFF 10.00% 10.00% 10.00% 10.00% 10.00% 100% 100%
1.5.1 Average 37 hours per week

1.5.2 6 weekend shifts to be worked per 12 week cycle, provided however that the maximum number of weekend shifts to be worked in each 6 week period (within each 12 week cycle) shall not exceed 3 (excluding any weekend overtime worked).

1.5.3 Standard shift commencement and finish times will be:

Day Shift 0600 – 1400
Evening Shift 1400 – 2200

1.5.4 Employees under this Roster will receive 2 days in lieu (DIL) at the commencement of each year (1 July to 30 June), which can be applied to be taken on any Monday to Sunday shift, subject to approval from the Company with due regard to operational requirements. An application to take DIL under this sub-clause on any day, including Saturday or Sunday will not be unreasonably refused by the Company and will be subject to a limited number of Employees on each day, with preference given to those Employees who apply well in advance of the requested day (including days requested to be taken on Saturday or Sunday). The two DIL must be taken within each 12mth period (1 July to 30 June) and will not accumulate from year to year.'

92. In Part C, clause 1.6.3, delete the semi-colon after 'as follows' and insert '(excluding maintenance Employees working a 12 hour shift):'.

93. In Part C, clause 1.7.2, after 'Nominal rest period times' insert '(except maintenance)'.

94. In Part C, clause 1.9.1, after 'all personnel' insert '(other than maintenance Employees working a 12 hour shift),'.

95. In Part C, delete clauses 2.0, 3.0 and 4.0, and replace them with:

'2.0 REMUNERATION

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

2.1 General Operations Roster

<table>
<thead>
<tr>
<th>Position</th>
<th>Salary Code</th>
<th>SIA Grade</th>
<th>Salary from First Full Pay period on or after 1 July 2008</th>
<th>Salary from First Full Pay Period on or after 1 July 2009</th>
<th>Salary from First Full Pay Period on or after 1 July 2010</th>
</tr>
</thead>
<tbody>
<tr>
<td>D</td>
<td>41.66%</td>
<td>41.66%</td>
<td>41.66%</td>
<td>41.66%</td>
<td>0.00%</td>
</tr>
<tr>
<td>E</td>
<td>41.66%</td>
<td>41.66%</td>
<td>41.66%</td>
<td>41.66%</td>
<td>0.00%</td>
</tr>
<tr>
<td>I/O</td>
<td>0.00%</td>
<td>0.00%</td>
<td>0.00%</td>
<td>0.00%</td>
<td>50.00%</td>
</tr>
<tr>
<td>OFF</td>
<td>16.66%</td>
<td>16.66%</td>
<td>16.66%</td>
<td>16.66%</td>
<td>50.00%</td>
</tr>
</tbody>
</table>
### R&D Co-Ordinator & Cargo Care Co-Ordinator Rosters

<table>
<thead>
<tr>
<th>Position</th>
<th>Salary Code</th>
<th>SIA Grade</th>
<th>Salary from first full pay period on or after 1 July 2008</th>
<th>Salary from First Full Pay Period on or after 1 July 2009</th>
<th>Salary from First Full Pay Period on or after 1 July 2010</th>
</tr>
</thead>
<tbody>
<tr>
<td>R&amp;D Co-ordinator</td>
<td>RDC1</td>
<td>6</td>
<td>$88,472</td>
<td>$92,896</td>
<td>$97,540</td>
</tr>
<tr>
<td>Cargo Care Co-ordinator</td>
<td>CCC1</td>
<td>6</td>
<td>$88,472</td>
<td>$92,896</td>
<td>$97,540</td>
</tr>
</tbody>
</table>

### General Maintenance Roster

<table>
<thead>
<tr>
<th>Position</th>
<th>Salary Code</th>
<th>SIA Grade</th>
<th>Salary from first full pay period on or after commencement of new roster</th>
<th>Salary from First Full Pay Period on or after 1 July 2009</th>
<th>Salary from First Full Pay Period on or after 1 July 2010</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tradesperson</td>
<td>MN1</td>
<td>6</td>
<td>$101,010</td>
<td>$106,061</td>
<td>$111,364</td>
</tr>
</tbody>
</table>

### Maintenance Storeperson Roster

<table>
<thead>
<tr>
<th>Position</th>
<th>Salary Code</th>
<th>SIA Grade</th>
<th>Salary from first full pay period on or after 1 July 2008</th>
<th>Salary from First Full Pay Period on or after 1 July 2009</th>
<th>Salary from First Full Pay Period on or after 1 July 2010</th>
</tr>
</thead>
<tbody>
<tr>
<td>Storeperson</td>
<td>MDER</td>
<td>R2</td>
<td>$72,372</td>
<td>$75,991</td>
<td>$79,790</td>
</tr>
</tbody>
</table>

### Arrangements for Maintenance Coordinator

The Maintenance Coordinator employed immediately prior to commencement of this Agreement shall continue to work under the roster and working arrangements in place prior to commencement of this Agreement. The salary paid from the first full pay period on or after 1 July 2008 will be $94,557 which shall be increased by the same % wage increase and effective dates applicable to all other employment categories in Clause 2 Remuneration of
Part B of this Agreement. Should that Employee vacate that position for any reason, the position shall not be replaced by the Company in any form.

3.0 CONSOLIDATED ALLOWANCE (VSE, GWE, SUPPLEMENTARY)

3.1 A VSE, GWE and Supplementary shall be paid an allowance of $24.50 for each shift day worked. Such allowance will be set off against the guarantee in the case of a VSE and GWE.

4.0 ESTABLISHMENT NUMBERS

Establishment at commencement of the Agreement

<table>
<thead>
<tr>
<th>Employment Category</th>
<th>Operations</th>
<th>Maintenance</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fixed Salary Employee (FSE)</td>
<td>101</td>
<td>32</td>
<td>133</td>
</tr>
<tr>
<td>Variable Salary Employee (VSE)</td>
<td>56</td>
<td></td>
<td>56</td>
</tr>
<tr>
<td>Guaranteed Wage Employee (GWE)*</td>
<td>60</td>
<td></td>
<td>60</td>
</tr>
<tr>
<td>Supplementary*</td>
<td>33</td>
<td>0</td>
<td>33</td>
</tr>
<tr>
<td>Total</td>
<td>250</td>
<td>32</td>
<td>282</td>
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</table>

*Estimation only.

<table>
<thead>
<tr>
<th>Position</th>
<th>Number in position at Commencement</th>
</tr>
</thead>
<tbody>
<tr>
<td>Foreman</td>
<td>12</td>
</tr>
<tr>
<td>Crane Driver</td>
<td>19</td>
</tr>
<tr>
<td>RTG Driver</td>
<td>48</td>
</tr>
<tr>
<td>R&amp;D Co-ordinator</td>
<td>2</td>
</tr>
<tr>
<td>Clerk G 5</td>
<td>11</td>
</tr>
<tr>
<td>Clerk G 4</td>
<td>5</td>
</tr>
<tr>
<td>Cargo Care Coordinator</td>
<td>1</td>
</tr>
<tr>
<td>Tradesperson</td>
<td>30</td>
</tr>
<tr>
<td>Maintenance Storeperson</td>
<td>2</td>
</tr>
<tr>
<td>Cargo Care</td>
<td>3</td>
</tr>
<tr>
<td>Total</td>
<td>133</td>
</tr>
</tbody>
</table>

96. Delete Part C, clause 6.0, and insert the following new clauses:

6.0 MANNING

6.1 Manning for all operations will be based on safe practice and operational requirements as determined by management, subject to OHS & Other relevant legislation.

7.0 COMMITTEES

7.1 The Company will continue to support the Employee Representative Committee and Occupational Health, Safety and Environment Committee.
7.2 The objectives of the Employee Representative Committee 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.

7.3 There shall be a minimum of eleven (11) ERC meetings and eleven (11) OH&S Meetings per annum. 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.

7.4 Where appropriate, ERC and OH&S meetings may be held on the same day. Documentation shall be provided in advance to enable Employee Representatives adequate time to prepare for the above named meetings. The Company shall provide adequate resources for the Committee’s use.

8.0 SUPPLY AND REPLACEMENT OF PRESCRIPTION GLASSES

8.1 In the event of a change in prescription, requiring new spectacles or spectacles being required for the first time, a refund of up to $225.00 will apply but no more often than once every two 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.

8.2 If an Employee requires his/her spectacles repaired or replaced due to damage or breakage in the course of working at Company premises, an Accident Report Form must be completed and up to $250.00 will again be refunded against a receipt, for the repair or replacement of the spectacles. However this is again limited to no more than once every two years.

8.3 The above replacement of glasses will not include replacement to bifocal or tinted spectacles, unless specifically required for work at the Company.

8.4 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.

9.0 CLOTHING

9.1 The following issues will apply to Permanent Employees and GWE’s.

<table>
<thead>
<tr>
<th>Clothing Type / Item</th>
<th>Issue No.</th>
<th>Frequency</th>
<th>Replacement</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>General</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Shirts</td>
<td>3</td>
<td>Annual</td>
<td>Fair Wear &amp; Tear</td>
</tr>
<tr>
<td>Trousers or Shorts</td>
<td>3</td>
<td>Annual</td>
<td>Fair Wear &amp; Tear</td>
</tr>
<tr>
<td>Winter Coat</td>
<td>1</td>
<td>Every 2 years</td>
<td>2</td>
</tr>
<tr>
<td>Towels</td>
<td>1 set(=2)</td>
<td>Annual</td>
<td></td>
</tr>
</tbody>
</table>
Nylon Carry Bag 1  Every 3 years
Issued in lieu of one of the items above*

Socks

* issued in lieu of one of the item/s to the equivalent monetary value within reason.

**Protective**

<table>
<thead>
<tr>
<th>Clothing Type / Item</th>
<th>Issue No.</th>
<th>Frequency</th>
<th>Replacement</th>
</tr>
</thead>
<tbody>
<tr>
<td>Overalls (Operators)</td>
<td>3</td>
<td>Annual</td>
<td>Fair Wear &amp; Tear</td>
</tr>
<tr>
<td>Overalls (Maintenance)</td>
<td>7</td>
<td>Annual</td>
<td>Fair Wear &amp; Tear</td>
</tr>
<tr>
<td>Sunglasses or Clip Ons</td>
<td>1</td>
<td>Every 2 years</td>
<td>Fair Wear &amp; Tear</td>
</tr>
<tr>
<td>Wet Weather Gear</td>
<td>1</td>
<td>Every 2 years</td>
<td>Fair Wear &amp; Tear</td>
</tr>
<tr>
<td>Summer Hat</td>
<td></td>
<td>As required</td>
<td></td>
</tr>
</tbody>
</table>

**Safety**

<table>
<thead>
<tr>
<th>Clothing Type / Item</th>
<th>Issue No.</th>
<th>Frequency</th>
<th>Replacement</th>
</tr>
</thead>
<tbody>
<tr>
<td>Safety Vests</td>
<td>1</td>
<td>As required</td>
<td></td>
</tr>
<tr>
<td>Ear Muffs</td>
<td>1</td>
<td>As required</td>
<td></td>
</tr>
<tr>
<td>Footwear</td>
<td>1</td>
<td>As required</td>
<td></td>
</tr>
<tr>
<td>Gloves</td>
<td></td>
<td>On the job</td>
<td></td>
</tr>
<tr>
<td>Helmets</td>
<td>1</td>
<td>Initial Issue</td>
<td>Subject to AS 1801</td>
</tr>
<tr>
<td>Glasses</td>
<td>1</td>
<td>As required</td>
<td></td>
</tr>
</tbody>
</table>

9.1.1 Fair wear and tear includes exchange of old issue for the replacement for genuine loss or damage.

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

9.1.3 The annual issue date will be 31st March.

9.2 The following issues will apply to Supplementary Employees:

**Clothing Type / Item**

<table>
<thead>
<tr>
<th>General</th>
<th>Issue No.</th>
<th>Frequency</th>
<th>Replacement</th>
</tr>
</thead>
<tbody>
<tr>
<td>Shirts</td>
<td>2</td>
<td>Annual</td>
<td>Fair Wear &amp; Tear</td>
</tr>
<tr>
<td>Trousers or Shorts</td>
<td>2</td>
<td>Annual</td>
<td>Fair Wear &amp; Tear</td>
</tr>
</tbody>
</table>

**Protective**
<table>
<thead>
<tr>
<th>Item</th>
<th>Quantity</th>
<th>Frequency</th>
<th>Fair Wear &amp; Tear</th>
</tr>
</thead>
<tbody>
<tr>
<td>Overalls (Operators)</td>
<td>1</td>
<td>As required</td>
<td></td>
</tr>
<tr>
<td>Overalls (Maintenance)</td>
<td>1</td>
<td>As required</td>
<td></td>
</tr>
<tr>
<td>Sunglasses or Clip Ons</td>
<td>1</td>
<td>Every 2 years</td>
<td></td>
</tr>
<tr>
<td>Wet Weather Gear</td>
<td>1</td>
<td>Every 2 years</td>
<td></td>
</tr>
<tr>
<td>Summer Hat</td>
<td></td>
<td>As required</td>
<td></td>
</tr>
<tr>
<td><strong>Safety</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Safety Vests</td>
<td>1</td>
<td>As required</td>
<td></td>
</tr>
<tr>
<td>Ear Muffs</td>
<td>1</td>
<td>As required</td>
<td></td>
</tr>
<tr>
<td>Footwear</td>
<td>1</td>
<td>Annually</td>
<td>Fair Wear &amp; Tear</td>
</tr>
<tr>
<td>Gloves</td>
<td></td>
<td>On the job</td>
<td></td>
</tr>
<tr>
<td>Helmets</td>
<td>1</td>
<td>Initial Issue</td>
<td>Subject to AS 1801</td>
</tr>
<tr>
<td>Glasses</td>
<td>1</td>
<td>As required</td>
<td></td>
</tr>
</tbody>
</table>

9.2.1 Fair wear and tear includes exchange of old issue for the replacement for genuine loss or damage.

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

9.2.3 The annual issue date will be 31st March.

**10.0 LEAVE RESERVED**

10.1 Mooring and Unmooring
10.2 Refuelling
10.3 Cargo Care
10.4 Mobile Crane Driving
10.5 Resolution of Delayed Starts on Night Shift'

97. Delete the execution clause and replace it with the following:

In the witness the parties have signed this Agreement on the __________ day of __________ Two Thousand and Eight.

**For and on behalf of**
DP World Fremantle Limited

______________________________
Witness

______________________________

For and on behalf of the
Maritime Union of Australia

______________________________
B. This order came into force on 1 December 2008 and remains in force until 30 June 2011.
C. The Agreement, as extended and varied in orders 1 to 97 is set out in Appendix A to this order.

BY THE COMMISSION:

COMMISSIONER

Printed by authority of the Commonwealth Government Printer

<Price code J>
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2.0 TITLE
This Agreement shall be known as the DP World Fremantle Enterprise Agreement 2008 (“the Agreement”).

3.0 INTENT OF AGREEMENT

This Agreement is directed towards the achievement of:

3.1 The following performance benchmarks:

3.1.1 A minimum 25 Container lifts per crane hour at Fisherman’s Islands, Port Botany, West Swanson and Fremantle Container Terminals, and as calculated in Appendix 1.

3.1.2 Average Gate to Gate Truck Turnaround Times within 30 minutes.

3.2 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.

3.3 The changes required in the workplace to bring about more constructive and collective workplace relationships between management and Employees.

3.4 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.

4.0 PARTIES BOUND

This Agreement shall be binding on the Company and each Employee who is employed from time to time by the Company to perform work covered by this Agreement and the Maritime Union of Australia.

5.0 OPERATION OF AGREEMENT

5.1 This Agreement shall be read in conjunction with the following awards:

i) Stevedoring Industry Award 1999;
ii) Stevedoring Long Service Leave Award 1992; and
iii) Stevedoring Australian Vocational Training System Award 2000;
(collectively referred to as “the Awards”).

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 such Stevedoring Award provisions shall cease to apply only to the extent and for the period necessary to permit the operation of this Agreement.

5.2 This Agreement supersedes any other award, agreement whether certified or not, memorandum of understanding, exchange of correspondence, work practice(s), arrangement(s), written or unwritten which applied prior to the commencement of this varied Agreement and which regulated the terms and conditions of employment of Employees covered by this Agreement.
5.3 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.

6.0 DURATION OF AGREEMENT

This Agreement shall operate from date of certification and shall remain in force until 30th June 2008.

However the Commission has extended the nominal expiry date of this Agreement so that it operates on and from the date of the order made by the Commission under clause 2A of Schedule 7 of the Act until 30 June 2011.

7.0 DEFINITIONS

In this Agreement:

7.1 Act means the Workplace Relations Act 1996.

7.2 Stevedoring Award means the Stevedoring Industry Award 1999 as varied.

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

7.4 Branch means a branch of the Union party to this Agreement.

7.5 Commission means the Australian Industrial Relations Commission.

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

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

7.8 Permanent Employee means a full-time permanent Employee paid a fixed salary (a Fixed Salary Employee (FSE)) or a Variable Salary Employee (VSE) who is irregularly engaged to work and is paid a minimum salary in accordance with Clause 25 of this Agreement.

7.9 Guaranteed Wage Employee (GWE) means an Employee who is casually engaged to work and who is guaranteed a minimum payment in accordance with Clause 26 of this Agreement.

7.10 Supplementary Employee means an Employee who is a non-permanent casually engaged person to supplement the use of other Employees in accordance with clause 9 of the Stevedoring Award.

7.11 Union means the Maritime Union of Australia.

7.12 The Company means DP World Australia Limited (ABN 52 000 049 301) and DP World (Fremantle) Limited (ABN 41 009 106 763) and a reference to the Company in this Agreement is a reference to the relevant employing entity of an Employee.

8.0 CONTRACT OF EMPLOYMENT

8.1 An Employee may be employed as:
8.1.1 a Permanent Employee engaged in accordance with this Agreement;

8.1.2 a casually engaged Employee on a guaranteed wage (GWE) engaged in accordance with this Agreement;

8.1.3 a Supplementary Employee who is a non-permanent casually engaged person to supplement the use of other Employees in accordance with clause 9 of the Stevedoring Award;

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

8.1.5 an apprentice, who may be engaged at the discretion of the Company. The parties undertake to hold discussions during the life of this Agreement with the aim of reaching agreement on conditions of employment that shall apply to the engagement of an apprentice.

8.2 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 new status shall be issued.

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

8.4 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.

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

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 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 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.

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

<table>
<thead>
<tr>
<th>Period of continuous service</th>
<th>Period of notice</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 year or less</td>
<td>1 week</td>
</tr>
<tr>
<td>1 year and up to the completion of 3 years</td>
<td>2 weeks</td>
</tr>
<tr>
<td>3 years and up to the completion of 5 years</td>
<td>3 weeks</td>
</tr>
</tbody>
</table>
8.6.2 An Employee over 45 years of age with two years continuous service shall be entitled to a further week's notice in addition to the above mentioned period of notice.

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

8.6.4 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.

8.6.5 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.

8.6.6 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.

8.6.7 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.

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

8.8 An Employee shall 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:

8.8.1 unauthorised absence;

8.8.2 failure to work in accordance with the Company's reasonable instructions;

8.8.3 being under the influence of drugs or alcohol as defined in the Company's Procedures.

8.9 The Company 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 any impact on the terms of conditions of employment (other then 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, any dispute or disagreement by Employees or the Union in relation to intended change policies and/or procedures shall be progressed through the Dispute Resolution Clause.

8.10 From 12 months after the commencement of this Agreement and thereafter at each 12 months period there shall be a review of workforce numbers. The review will be conducted by the Company in consultation with the Union and the Committee to primarily ensure compliance with clause 32 of this Agreement. Where there is a departure of a Permanent Employee, the Company will determine whether it is
appropriate to add or replace the Permanent Employee as soon as is practicable within 21 days of the Permanent Employee’s departure.

In filling the consequential vacancy or when assessing whether additional Employees are to be engaged, consideration will be given to whether the replacement or additional Employee engaged would be occupied for the majority of their time at work in the primary skills related to that classification of the vacancy or position to be appointed.

Where factors affecting the business are unchanged at the time of the consideration of a replacement, the replacement will be effected.

8.11 The Company will provide to the National office of the Union, summaries of Employee earnings and allocation statistics (identification deleted) every 12 months. The Company will inform the National Secretary of the Union of the workforce composition on a 12-monthly basis.

8.12 The Company will ensure that the individual earnings of irregularly engaged Employees (VSE,GWE,Supplementary) within any financial year do not exceed the highest annual Grade 6 Operations Salary (as prescribed in Part B of this Agreement). For the purposes of this clause, earnings from bonus payments and Closed Port Days will not be taken into account when determining the earnings of an irregularly engaged Employee in any financial year. Actual earnings site by site will be made available to parties as part of a review process, with due regard to privacy.

8.13 The Company will ensure that there is a fair and equitable opportunity for work for all VSEs and casually engaged Employees in relation to their respective classification (VSE/GWE/SUPP) skills, competencies, availability and performance.

8.14 The Company reaffirms that the criteria that will apply when assessing applicants for vacant positions will be identified and available at the commencement of each recruitment process. Selection processes will be transparent and input to the selection process will be sought from Team Leaders, Foreman and Senior Clerks as appropriate.

Priority for consideration will apply to existing Permanent Employees, VSE then casually engaged Employees, and the final selection will be made by management and will be merit based.

8.15 Redundancy

8.15.1 Application

(i) This clause shall apply to Fixed Salary Employees, Variable Salary Employees and Guaranteed Wage Employees employed by the Company under this Agreement. Supplementary Employees do not have any form of redundancy entitlement.

8.15.2 Redundancy Arrangements

(i) In circumstances where the Company has need to reduce the size of all or part of its Permanent and/or GWE workforce, it shall advise the Union and Employees, in accordance with the “Introduction of Change” clause of this Agreement.

(ii) 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.
(iii) 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); or

(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.

(iv) Discussions shall be held to determine the availability of alternative employment at other Company sites or ports to reduce or eliminate the need for redundancies.

(v) Where the employment of an Employee is terminated on the ground of redundancy and subclause (iii) does not apply, notice of termination arrangements, including any payments in lieu of notice, shall be in accordance with this Agreement.

8.15.3 Redundancy Payments

(i) Redundancy payments shall be calculated on the basis of three (3) Weeks' Pay for each completed year of continuous service, or part thereof, to a maximum payment, including payment in lieu of notice, of forty (40) Weeks' Pay.

(ii) “Weeks’ Pay” means:

(a) For a Fixed Salary Employee: the Employee’s annual salary at the date of termination as prescribed by the Agreement, divided by 52.

(b) For a Variable Salary Employee: the VSE Minimum Salary prescribed by the Agreement, divided by 52.

(c) For a Guaranteed Wage Employee: the Grade 2 weekly rate prescribed in clause 11 of the Agreement, adjusted on a pro-rata basis in accordance with the method of accrual of annual entitlements for leave for GWEs.

(iii) When determining the length of continuous service for the purposes of calculating redundancy payments under this clause, the following shall apply:
(a) For Permanent Employees (FSEs and VSEs) 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).

(b) For Permanent Employees (FSEs and VSEs) who became Permanent Employees after 17 March 2006 service shall be regarded as all continuous service in Permanent employment with the Company plus any continuous service, if relevant, as a GWE with the Company from 17 March 2006.

(c) For Guaranteed Wage Employees — service shall be regarded as continuous service with the Company as a GWE from 17 March 2006.

9.0 EMPLOYEE REPRESENTATION

9.1 Right of entry of Union officials

9.1.1 The Company acknowledges Employees may be represented by the Union and its officers appointed in accordance with the Union's rules.

9.1.2 Notwithstanding the relevant provisions of the Act an officer of the Union shall be granted right of entry into Company operations at any time to represent Employees of the Company for the purpose of ensuring observance of this Agreement, the Stevedoring Award, an order of the Commission binding on the Union, or to represent Employees in other matters pertaining to the employment relationship between the Company and its Employees, provided always:

9.1.2.1 The Union officer first advises the site manager of his/her intended arrival on site in accordance with procedures determined by the Company and notified in writing to the Union’s National Secretary and relevant Branch Secretary.

9.1.2.2 The subsequent conduct on site by that officer or by Company Employees shall not be such as to interfere with or otherwise adversely impact on the operations of the Company, the responsibility for which resides with the Union and that officer in accordance with Company procedures.

9.1.2.3 In the event of a breach of this sub-clause, the Company may act to formally revoke a right of entry granted under this clause by first discussing its intention to do so with the Union’s National Secretary. Where management formally revokes an officer’s right of entry in writing to the Union’s National Secretary, the relevant provisions of the Act shall then apply in respect of the officer concerned. Nothing in this clause prevents the Company from restoring a right of entry under this clause if it sees fit to do so.

9.2 Employee representatives

9.2.1 Whereas 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 the clause 9.2.2.3.
9.2.2 The Company will allow such Employees absence from their normal duties without loss of pay to represent the interests of their fellow Employees, provided always:

9.2.2.1 The relevant Union Branch Secretary advises the Company site manager in writing of the appointment of the Employee representative.

9.2.2.2 Such absence is for bona fide purposes only 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.

9.2.2.3 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.

9.2.2.4 In the event of a breach of this sub-clause, the Company may act to formally revoke the right of a workplace 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.

9.2.2.5 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 workplace representative may only leave his/her workplace under conditions determined by the Company. Nothing in this clause prevents the Company from restoring a workplace representative's right to absence from normal duties with pay under this sub-clause if it sees fit to do so.

9.3 Employee meetings

9.3.1 The Company recognises that Employees may need to meet in relation to issues concerning the workplace or related issues. Subject to reasonable prior advice to the site manager by an Employee representative, Employees may use Company premises for such purposes provided the meeting is conducted in a rostered break from actual work such as meal times and provided also the meeting does not extend into actual working time, the responsibility for which rests with that Employee representative.

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.

9.4 Union meetings

9.4.1 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.

9.4.2 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:

9.4.2.1 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.

9.4.2.2 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.

9.4.2.3 Nothing in the above mentioned shall prevent meetings being conducted at different times following agreement between the parties.

9.4.2.4 The Union shall provide the Company with a written request for meetings specified in 9.4.2.1 at least 21 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.

9.4.2.5 Where an unforeseen operational difficulty or emergency arises subsequent to arrangements being made in accordance with 9.4.2.4 and the 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.

9.4.2.6 Entitlement to pay under this sub-clause may only continue subject to attendance by the Employee at such meetings, proof of which if required, resides with the Employee concerned.

9.4.2.7 In the event of a breach of this clause or of 9.3, the Company without limitation may act to revoke the right of Employees or any of them, 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.

9.4.2.8 Subject to the abovementioned procedures being followed, the Company may authorise further meetings of Employees to deal with Company related matters.

9.5 Dispute procedure

Where the Company exercises its rights to revoke an entitlement under this clause and the Union disagree with that decision, subject to there being no stoppage of work as a result of the decision of the Company, the Union may refer the matter in dispute to the Commission for conciliation and arbitration if necessary.
10.0 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. If an error is made by the Company it shall be dealt with promptly and generally within 48 hours.

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 who belong to the Stevedoring Employees Retirement Fund (SERF) may continue to do so. New Employees shall have the right to join SERF or another complying fund. Contributions and benefits for members of SERF, unless otherwise agreed between the parties, shall be based upon the “Trust Deed” of SERF.

10.4 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.

10.5 The Company shall keep a record from which the following can be readily ascertained by an Employee and/or the Union

- The name, classification and date of commencement of each Employee;
- 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;
- The Employee’s overtime rate and the hours worked each day by the Employee for which that overtime rate is paid;
- The Employee’s wage or salary rate for accrued leave taken and/or paid; The amount of any additions/deductions to/from the Employee’s wages or salary and the purpose for which such additions/deductions are made.

11.0 CLASSIFICATIONS AND RATES OF PAY

11.1 Employee classifications shall be based upon the relevant provisions of the Stevedoring Award.

11.2 Rates of pay shall be based upon the following rates for each classification.

<table>
<thead>
<tr>
<th>SIA Grade</th>
<th>Weekly rate from first full pay period on or after 1 July 2008</th>
<th>Weekly rate from the first full pay period on or after 1 July 2009</th>
<th>Weekly rate from the first full pay period on or after 1 July 2010</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>$715.26</td>
<td>$751.02</td>
<td>$788.57</td>
</tr>
<tr>
<td>2</td>
<td>$785.77</td>
<td>$825.06</td>
<td>$866.31</td>
</tr>
<tr>
<td>3</td>
<td>$846.47</td>
<td>$888.79</td>
<td>$933.23</td>
</tr>
<tr>
<td>4</td>
<td>$915.40</td>
<td>$961.17</td>
<td>$1,009.23</td>
</tr>
<tr>
<td>5</td>
<td>$943.18</td>
<td>$990.34</td>
<td>$1,039.86</td>
</tr>
<tr>
<td>6</td>
<td>$1,042.51</td>
<td>$1,094.64</td>
<td>$1,149.37</td>
</tr>
</tbody>
</table>
11.3 Salaries for Permanent Employees shall be as set out in the relevant sections of this Agreement.

11.4 All increases to salaries and rates of pay during the term of this Agreement are linked to the continuing achievement of the minimum performance benchmarks contained in clause 3 of this Agreement. In the event that those benchmarks are not being attained on a consistent basis, the parties shall confer to establish the reasons attributable to the reduction in performance and shall review and implement strategies designed to ensure the achievement of those benchmarks.

11.5 An Employee will be entitled to the following allowances where applicable:

11.5.1 Trainer’s Allowance
A trainer’s annual allowance will be paid to accredited trainers appointed by the Company. 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. At the commencement of this Agreement, all existing trainers shall be re-appointed for one year.

<table>
<thead>
<tr>
<th>First full pay period on or after the commencement of this Agreement</th>
<th>First Full pay period on or after 1 July 2009</th>
<th>First Full pay period on or after 1 July 2010</th>
</tr>
</thead>
<tbody>
<tr>
<td>$2,310</td>
<td>$2,425.50</td>
<td>$2,546.78</td>
</tr>
</tbody>
</table>

11.5.2 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 meal allowance will be paid at the rate of $15.27. This allowance will be adjusted from the first full pay periods commencing on or after 1 July 2009 and 1 July 2010 in accordance with the Consumer Price Index (CPI) [Weighted Average of Eight Capital Cities - “Meals Out and Takeaway foods” group].

11.6A VSE, GWE or Supplementary Employee who has been properly elected to serve on the Employee Representative Committee (also known as Site Committee) or the Occupational Health, Safety and Environment Committee shall be paid his/her average graded rate worked in the previous 12 months, based on the rates of pay in clause 11 of this Agreement, for attendance at the following meetings:

(i) Employee Representative/Site Committee meetings as prescribed by this Agreement and authorised by management;
(ii) Occupational Health, Safety and Environment Committee meetings as prescribed by this Agreement and authorised by management; and
(iii) Enterprise Agreement negotiation meetings authorised in advance by management.

12.0 HOURS OF WORK

12.1 Hours of work shall be based upon the provisions of the Stevedoring Award and as specified in the relevant section of this Agreement.

12.2 Payment for temporary upgrades

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

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

12.2.3 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.

12.3 Where an Employee is upgraded to Grade 7 work (as defined in clause 10.11.7 of the Stevedoring Award) during a shift, he or she shall be paid for the upgrade, in addition to the appropriate payment as a Grade 6, as follows:

<table>
<thead>
<tr>
<th>Hourly rate from first full pay period on or after date of commencement</th>
<th>Hourly rate from first full pay period on or after 1 July 2009</th>
<th>Hourly rate from first full pay period on or after 1 July 2010</th>
</tr>
</thead>
<tbody>
<tr>
<td>$5.96</td>
<td>$6.26</td>
<td>$6.57</td>
</tr>
</tbody>
</table>

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

12.4 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. All breaks are inclusive of any travelling or walking time to the amenities building subject to the limitation of any particular facilities transport and walking arrangements that may be detailed herein.

13.0 OVERTIME (OTHER THAN SHIFT EXTENSIONS)

13.1 Overtime may be offered to an Employee and the Employee is free to accept or decline an offer to work such overtime other than as per clause 14 of this Agreement.

13.2 All hours worked in excess of or outside the ordinary hours of work of Employees covered by this Agreement shall be paid in accordance with the overtime provisions in the Stevedoring Award. 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.

13.3 Subject to 13.1 and 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.

14.0 PUBLIC HOLIDAYS

14.1 Public Holidays – Other than Closed Port Days

14.1.1 A Permanent Employee when working on a public holiday specified within the Stevedoring Award as part of ordinary hours shall be paid at the salary rate.

14.1.2 Variable Salary Employees, Guaranteed Wage Employees and Supplementary Employees are required to be reasonably available for work on public holidays, and if worked, shall be paid in accordance with the Stevedoring Award at the Clause 11- Classifications and rates of pay of this Agreement.

14.1.3 A Variable Salary Employee will be paid seven ordinary hours at the clause 11, grade 2 rate for any public holiday (including closed port days) not worked.
14.2 Closed Port Days

14.2.1 The following days will be identified as Closed Port Days when certain Employees are required to work: Picnic Day, Good Friday, Anzac Day and Labour Day.

14.2.2 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. 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:

<table>
<thead>
<tr>
<th>Allocate on this day*</th>
<th>When Closed Port Day falls on this day…</th>
</tr>
</thead>
<tbody>
<tr>
<td>Monday</td>
<td>Thursday</td>
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<tr>
<td>Tuesday</td>
<td>Friday</td>
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<td>Wednesday</td>
<td>Saturday</td>
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<td>Thursday</td>
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<td>Friday</td>
<td>Monday</td>
</tr>
<tr>
<td>Friday</td>
<td>Tuesday</td>
</tr>
<tr>
<td>Sunday</td>
<td>Wednesday</td>
</tr>
</tbody>
</table>

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

14.2.3 The above arrangement will not apply to Christmas Eve and Christmas Day 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.

14.2.4 Permanent Employees (other than VSEs) who are rostered off on a closed port day and who elect to work will be paid in accordance with the Stevedoring Award at the rates prescribed in Clause 11. Permanent Employees (other than VSEs) who are rostered off on a Closed Port Day and who are not required to work will also be entitled to a day in lieu.

14.2.5 Permanent Employees (other than VSEs) normally rostered to work on a Closed Port Day and who are required to work the closed port day shall be paid two and a half times the ordinary rates as specified in Clause 11 for any shift worked with no day in lieu unless the Employee elects to be paid one and a half times the ordinary rate as specified in clause 11 plus a day in lieu.

14.2.6 Variable Salary Employees, Guaranteed Wage Employees and Supplementary Employees will be paid in accordance with the Stevedoring Award at the rates prescribed in Clause 11- Classifications and rates of pay of this Agreement.

15.0 ANNUAL LEAVE AND DAYS IN LIEU

15.1 Annual leave shall accrue and be taken in accordance with the relevant provisions of the Stevedoring Award unless otherwise stated in this Agreement. An FSE will be entitled to five 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 annual leave plan prescribed in clause 15.4. A
VSE will be entitled to 5 weeks of annual leave, provided that the actual annual leave hours taken shall be no greater than 175 hours for each annual 5 weeks of entitlement.

15.2 Payment for Annual Leave shall be as follows:

15.2.1 FSEs shall be paid at the salaried rate as specified for the Employee’s classification in the relevant section of this Agreement.

15.2.2 Variable Salary Employees shall be paid at the average graded rate worked in the previous twelve month period in accordance with Clause 11 rates plus a loading of 27.5%. During periods of annual leave, leave payments are made in lieu of the minimum salary.

15.2.3 Guaranteed Wage Employees shall accrue annual leave at the rate of 0.10638 hours of annual leave for each hour worked to a maximum of 175 hours in each twelve-month period (1 July to 30 June). GWEs shall be paid at the average graded rate worked in the previous twelve-month period in accordance with Clause 11 rates plus a loading of 27.5%. During periods of annual leave, leave payments are made in lieu of the minimum guarantee.

15.3 Any Irregularly Engaged Employees (VSEs, GWEs or Supplementary Employees) appointed to a permanent position, will preserve his/her leave accrued prior to the appointment, at the Clause 11 rates for the appointed grade or in the case of a VSE, the average graded rate until such accrued leave is taken.

15.4 A total annual leave program will be established for all Permanent Employees (including VSEs) and GWEs to ensure that an even distribution of leave for each skill group is taken throughout the year and to manage the distribution of FSE leave across the roster cycle, as per clause 15.1. This plan will be prepared by March 1 and implemented by May 1 each year, setting out a schedule of annual leave arrangements covering all Employees for the following 12 month period.

15.5 Where an Employee accrues “days off-in-lieu”, any days accrued but not taken will be taken within the next period of annual leave.

16.0 PERSONAL LEAVE

This clause shall be read in conjunction with clause 23 of the Stevedoring Award and shall apply to the extent of any inconsistency.

16.1 Amount of Personal Leave

16.1.1 Yearly Amount

A Permanent Employee shall be entitled to 13 days’ personal leave per year which shall consist of sick leave (up to 10 days per year) and carer’s leave.

16.1.2 Accumulation of Personal Leave

In any year, unused personal leave accrues at the rate of 10 days less:

- the amount of sick leave taken from the current years’ personal leave entitlement; and
- the amount of carer’s leave taken, in excess of 3 days, from the current years’ personal leave entitlement.
16.2 Payment for personal leave shall be as follows:

16.2.1 Permanent Employees (other than Variable Salary Employees) shall be paid at the salaried rate as specified for the Employee’s classification in the relevant section of this Agreement.

16.2.2 Variable Salary Employees shall be paid seven hours for each day of leave at the average graded rate worked for the previous 12 months as specified in Clause 11 of this Agreement.

16.3 Guaranteed Wage Employees - shall accrue personal leave at the rate of 0.04255 hours for every hour worked up to a maximum of 70 hours in each twelve month period (1 July to 30 June). In addition, GWEs shall be entitled to 3 days (21 hours) carer’s leave each year (1 July to 30 June), which, if unused, will not accumulate from year to year. Leave under this clause shall be paid at the average graded rate for the previous 12 months based on the rates of pay in Clause 11 of this Agreement.

16.4 Employees with an existing entitlement to discretionary sick leave will retain this benefit, unless the Employee requests to transfer to accrued sick leave, whereupon they shall receive an opening accrual of 28 days.

16.5 Where an Employee has no entitlement to personal leave and the Employee seeks carer’s leave, the Company will apply its discretion and consider the merits of the circumstance of the request with the view to assisting the Employee.

16.6 Compassionate (bereavement) leave shall be taken in accordance with clauses 23.4.1 and 23.4.2 of the Stevedoring Award.

17.0 SAFETY

17.1 Objectives

17.1.1 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 and safety standards in the workplace.

17.1.2 In meeting these objectives, the parties have agreed to consider a broad agenda through the consultative processes established by this Agreement. Such an agenda will include:

17.1.2.1 Continuous review of work and management practices affecting the inter-relationship between efficiency, productivity and health and safety in the workplace.

17.1.2.2 Measures designed to increase efficiency which ensure safe and healthy operation and increased job satisfaction.

17.1.2.3 Training issues including hazard specific and health and safety systems training.

17.1.2.4 Management of occupational health and safety through a comprehensive approach which aims to control hazards at source, reduce the incidence and costs of occupational injuries and illnesses and to provide a rehabilitation system for injuries and illnesses which have occurred.
17.2 Consultation

Consultative mechanisms will be maintained to address occupational health and safety issues such as those referred to in 17.1.2. Such mechanisms will include:

17.2.1 The election of Union Employee health and safety representatives to represent their fellow Employees in respect of OHS matters; and

17.2.2 An Occupational Health, Safety and Environment Committee consisting of equal numbers of management and Employee health and safety representatives to provide a forum for making recommendations to the Company in respect of OHS policy and procedures including the establishment of consultative procedures for the resolution of health and safety issues.

17.3 Occupational health and safety

In addition to ensuring compliance with OHS legislation (including Regulations and Codes of Practice made under the legislation) and the Company’s Safety Policy and Procedures, 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. Accordingly, should changes to occupational health and safety practices be considered necessary, such issues will be referred to the Occupational Health, Safety and Environment Committee for consideration and recommendation to the Company in accordance with the relevant OHS regulations. Nothing in the foregoing precludes the provisions of Clause 15.3 of the Stevedoring Award.

17.4 Training

Accredited OHS training shall be maintained for members of the Occupational Health, Safety and Environment Committee.

18.0 FIRST AID

18.1 The Company will provide sufficient first aid services to meet the requirements of each location as described in the relevant section of this Agreement.

18.2 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.

19.0 LONG SERVICE LEAVE

19.1 An Employee shall be entitled to long service leave, which shall accrue and be taken in accordance with the relevant provisions within the Stevedoring Long Service Leave Award unless otherwise stated herein.

19.2 Payment for long service leave shall be as follows:

19.2.1 Permanent Employees (excluding VSEs) shall be paid at the salaried rate as specified for the Employee’s classification in the relevant section of this Agreement.
19.2.2 From 30 June 2003* Variable Salary Employees and Guaranteed Wage Employees shall be paid at the average graded rate worked in the previous twelve months as specified in Clause 11 of this Agreement plus a loading of 27.5%.

19.3 Any leave accrued for Permanent Employees (excluding VSEs) prior to the commencement of the relevant P&O Ports Enterprise Agreements 1999 and 2000 or section 170MX Awards 1999 and 2000 will be paid at the Clause 11 Rates of Pay plus a loading of 27.5% and be taken before any leave accrued since the commencement of such Agreements and Awards ("Old Long Service Leave for Permanent Employees (excluding VSE’s)").

19.4 Any leave accrued for VSEs and GWEs prior to 30 June 2003* will be paid at the Clause 11 Grade 2 rate of pay plus a loading of 27.5% and be taken before any leave accrued since that date ("Old Long Service Leave for VSE’s and GWEs").

19.5 Notwithstanding subclauses 19.3 and 19.4, an Employee may make a once only election to convert the total value of:

19.5.1 Old Long Service Leave for Permanent Employees (excluding VSEs); or

19.5.2 Old Long Service Leave for VSE’s and GWEs,

into a shorter period of leave by dividing the value of such leave by the rate specified in 19.2.1 or 19.2.2 as the case may be. Such leave would then be paid at the rate specified in 19.2.1 or 19.2.2 as the case may be.

The making of such an election is final and may not be reversed.

19.6 Any Irregularly Engaged Employees (VSEs, GWEs or Supplementary Employees) appointed to a permanent position from the date prescribed in clause 19.4 above, will preserve his/her leave accrued prior to the appointment, at the Clause 11 rates for the appointed grade or in the case of a VSE, the average graded rate worked in the previous 12 months until such accrued leave is taken.

* Date applicable to DP World Fremantle only.

20.0 UNION TRAINING AND EDUCATION LEAVE

20.1 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 without loss of ordinary time earnings.

20.2 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. Nothing in this clause precludes joint union/management training and education as agreed between the parties.

20.3 The manager of the enterprise shall not unreasonably withhold approval for an Employee to attend union training and education as defined in 20.2 provided that the branch secretary forwards reasonable written notice setting out the times, dates, venue and description of the union education and training and provided also, the operations of the enterprise are unlikely to be unduly effected by the Employee’s absence.
20.4 Unless otherwise agreed to by the manager, leave under this clause shall be limited to the equivalent of 10 per cent of Employees taking five days leave in each year from the date of implementation of this Agreement and subject to 20.3 in any variation thereof as sought by the Union Branch Secretary.

20.5 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 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.

20.6 This clause is not intended to operate for the purposes of leave for union workplace representatives required to be absent from work to assist the union represent its members interests or for participating in the formal structures of the Union and for which separate arrangements are made elsewhere within this Agreement.

21.0 VOCATIONAL TRAINING AND EDUCATION

21.1Purpose 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 in accordance with operational requirements towards the improved efficiency, reliability and competitiveness of the Company's operations.

21.2Training 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.

21.3Application 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.

21.4Training delivery

21.4.1Competency-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.

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

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. In determining access to workplace training the Company will have regard to the provisions of 21.1 and the principles of fairness and equity.

21.6 Consultation

The Company will encourage and support consultative mechanisms including from Employee union 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, GWE 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 text books 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.

21.8 Licences, trade certificates and qualifications

21.8.1 Where the Company requires an Employee to obtain or maintain a licence, trade certificate or other qualification, the Company will pay the costs associated with obtaining and maintaining such licence, trade certificate or qualification. An Employee shall not suffer any loss of pay.

21.8.2 Except for Trade related licences, certificates and qualifications, for salaried Employees this payment is included in the salary.
22.0 INTRODUCTION OF CHANGE

22.1 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. Accordingly:

22.2 Company duty to notify

22.2.1 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 and relevant Branch Secretary of the Union.

22.2.2 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.

22.3 Company duty to discuss change

22.3.1 The Company undertakes to discuss with the Employees affected and the Union, inter alia, the introduction of the changes referred to in clause 22.2, 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.

22.3.2 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 22.2. 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.

22.4 Implementation of change

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

22.4.2 Where subject to the provisions of the clause, the Company exercises its rights to implement change in the workplace and the Union disagree with that decision, subject to there being no stoppage of work as a result of the decision of the Company, the Union may refer the matter in dispute to the Commission for conciliation and arbitration if necessary.

22.5 Roster Changes
22.5.1 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.

22.5.2 When ship berthing arrangements change and the Company has an essential need for roster changes, the Union/Employee shall provide the flexibility to address the necessary changes. Any such changes will be implemented in accordance with clauses 22.3 and 22.4. In these circumstances, information relating to changed berthing arrangements will be provided to the Union and Employees to facilitate such discussions.

22.5.3 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.

22.5.4 Any change agreed shall not be inconsistent with the intent of this Agreement, and shall not erode or diminish conditions of employment. Any change to a roster may occur only after all other mechanisms and alternatives have been considered and proved ineffective.

23.0 PERSONAL GRIEVANCE PROCEDURE

23.1 A personal grievance means any grievance that any Employee may have against the Company because of any claim:

23.1.1 that the Employee has been passed over for selection to fill a promotional position or for placement in a training course; or

23.1.2 that the Company has taken some other action which is unjustifiable.

23.2 In the case of a grievance described in 23.1.1, 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.

23.2.1 The notice of appeal shall be accompanied by details of:

23.2.1.1 the grounds on which the appeal is lodged, including the person(s) against whose appointment/selection the appeal is made;

23.2.1.2 any evidence, such as training completed, experience gained, on which the applicant wishes to rely.

23.2.2 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.

23.2.3 Management shall determine the matter within seven 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.
23.3 In the case of a grievance described in 23.1.2, the Employee allegedly aggrieved or his/her union representative may give notice to management of his/her concern. 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:

23.3.1 Discussions between management and union representative;

23.3.2 Reference to a mutually agreed conciliator/arbitrator;

23.3.3 Reference to the AIRC for conciliation.

23.4 In the case of a grievance described in 23.1.2, the parties agree that the matter will be determined within one month of the grievance being notified.

24.0 DISPUTE RESOLUTION

In the event of a dispute arising in the workplace in regard to the application of this Agreement the procedure to be followed to resolve the matter shall be as follows:

24.1 The parties shall attempt to resolve the matter at the workplace level including but not limited to.

24.1.1 The Employee, the Employee’s delegate (if requested), and his or her supervisor, meeting and conferring on the matter; and

24.1.1.1 If the matter is not resolved at such meeting, the parties arranging further discussions involving more senior levels of management, Employee Representatives and Union officials (as appropriate).

24.1.1.2 If the matter is not resolved at such a meeting the parties arranging further discussions involving more senior levels of management (as appropriate).

24.1.1.3 If the matter cannot be resolved at workplace level, the matter may be referred by either party to National level for discussion between the parties, after which time either party may refer the matter to the Commission for conciliation.

24.1.1.4 If the matter is referred for conciliation, both parties will participate in the process in good faith.

24.1.1.5 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 matter to the Commission for arbitration if necessary in which case the decision will be accepted by the parties subject to any appeal rights.

24.1.1.6 During the time when the parties attempt to resolve the matter, either at the workplace level, or through conciliation or arbitration, the parties shall continue to work in accordance with their contract of employment.

24.1.2 The parties must co-operate to ensure that the dispute resolution procedures are carried out as quickly as is reasonably possible.
25.0 VARIABLE SALARY EMPLOYEE (VSE)

25.1 Terms of engagement

25.1.1 VSE’s shall be recruited and trained in accordance with the Company’s requirements.

25.1.2 VSE’s shall not be placed in roster panels and shall be available for totally irregular allocation.

25.1.3 Any redundancy provisions applicable to full-time permanents will be applicable to a VSE to the extent of the minimum salary.

25.1.4 A VSE must be reasonably available to meet the minimum salary and business requirements.

25.1.5 A VSE may apply for up to 21 days (non accruable) planned time off in a twelve month period. These can be applied for seven days in advance and will be approved subject to operational requirements and such approval shall not be unreasonably withheld. When an application for planned time off is received, the Company shall respond within seven days. Once approval has been given the Employee will not be required to work regardless of changed circumstances, unless the Employee chooses to do so.

25.1.6 A VSE shall not be required to work more consecutive shifts than the equivalent fixed salary Employee in the same location.

25.2 Payment

25.2.1 A VSE will be engaged as a grade 2 in accordance with the Stevedoring Award. Subject to clause 12.2, where a VSE is engaged in work of a higher grade, the Employee shall be paid the rate for the higher grade.

25.2.2 Payment for public holidays and time worked by a VSE including higher duties, shift premiums, holiday premiums, casual engagement allowance (where applicable) and overtime work shall be off-set against the Employee’s minimum salary prescribed in sub-clause 25.3 of this Agreement.

25.2.3 The minimum salary will not apply whilst a VSE is in receipt of workers’ compensation payments.

25.2.4 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.

25.2.5 The ordinary time hourly rate of a VSE shall be the weekly rate for a grade 2 Employee, as specified in Clause 11 – Classifications and Rates of Pay of this Agreement, divided by 35 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.
25.2.6 A VSE will be allocated to work an eight hour shift in a terminal other than an allocated four (4) hour shift in accordance with this Agreement. Where a VSE is allocated to a 4 hour shift, and the shift is extended, a minimum eight hour payment will be paid to the Employee at the applicable shift rate.

25.3 VSE Minimum Salary

25.3.1 A VSE will receive a minimum yearly salary as set out in the following table. The minimum salary will be increased in accordance with the percentage increase in clause 11 rates as set out below.

<table>
<thead>
<tr>
<th>From first full pay period on or after the commencement of this Agreement</th>
<th>First Full pay period on or after 1 July 2009</th>
<th>First Full pay period on or after 1 July 2010</th>
</tr>
</thead>
<tbody>
<tr>
<td>$51,026</td>
<td>$53,577</td>
<td>$56,256</td>
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</table>

25.3.2 A VSE shall receive the minimum salary described in clause 25.3.1 or their actual earnings each fortnight, whichever is the greater. In the event that a VSEs actual earnings do not meet the guarantee minimum in any fortnight, that amount will be deducted from actual earnings in the next pay period subject to earnings being in excess of the minimum salary. However, any such deduction shall be limited to $200 in any particular fortnight (unless otherwise agreed with the Employee), provided that any remaining deduction shall occur in the next pay period(s), but still subject to the $200 limit in any one pay period. To be clear, this clause does not limit the Company’s ability to recoup the full amount owing.

26.0 GUARANTEED WAGE EMPLOYEE (GWE)

26.1 Terms of engagement

26.1.1 GWEs shall be recruited and trained in accordance with the Company's requirements.

26.1.2 GWEs shall not be placed in roster panels and shall be available for totally irregular allocation.

26.1.3 A GWE must be reasonably available to meet the minimum guarantee and business requirements.

26.2 Payment

26.2.1 A GWE will be engaged as a grade 2 in accordance with the Stevedoring Award. Subject to clause 12.2, where a GWE is engaged in work of a higher grade, the Employee shall be paid the rate for the higher grade.

26.2.2 Payment for time worked by a GWE including higher duties, shift premiums, holiday premiums, casual engagement allowance (where applicable) and overtime work shall be off-set against the Employees guaranteed payment prescribed in sub-clause 26.3 of this Agreement.

26.2.3 The minimum guarantee will not apply whilst a GWE is in receipt of workers’ compensation payments.
26.2.4 A GWE 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, casual engagement and meal allowances where applicable in accordance with the Stevedoring Award.

26.2.5 The ordinary time hourly rate of a GWE shall be the weekly rate for a grade 2 Employee, as specified in Clause 11 – Classifications and Rates of Pay of this Agreement, divided by 35 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 GWE is assigned. Shift and holiday premiums apply in addition to the ordinary time hourly rate in accordance with the Stevedoring Award.

26.2.6 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.

26.2.7 Where a GWE is allocated to work an eight or seven hour shift in a terminal, and the shift is extended, overtime payments will apply in accordance with this Agreement. Where a GWE is allocated to a 4 hour shift, and the shift is extended to a minimum seven hours, the Employee will be paid seven hours at the applicable shift rate.

26.3 Minimum Guarantee

26.3.1 A GWE will receive a minimum yearly salary as set out in the following table. The minimum salary will be increased in accordance with the percentage increase in clause 11 rates as set out below.

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<thead>
<tr>
<th>From first full pay period on or after the commencement of this Agreement</th>
<th>First Full pay period on or after 1 July 2009</th>
<th>First Full pay period on or after 1 July 2010</th>
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<td>$27,000</td>
<td>$28,350</td>
<td>$29,768</td>
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26.3.2 A GWE shall receive the minimum fortnightly guarantee payment described in clause 26.3.1 or their actual earnings each fortnight, whichever is the greater. In the event that a GWE’s actual earnings do not meet the guarantee minimum in any fortnight, that amount will be deducted from actual earnings in the next pay period subject to earnings being in excess of the minimum. However, any such deduction shall be limited to $200 in any particular fortnight (unless otherwise agreed with the Employee), provided that any remaining deduction shall occur in the next pay period(s), but still subject to the $200 limit in any one pay period. To be clear, this clause does not limit the Company’s ability to recoup the full amount owing.

26.3.3 In each consecutive 12 week period total actual average fortnightly earnings will be reconciled against the guarantee to ensure the guarantee level of work has been achieved. In the event the guarantee has not been met, the fortnightly guarantee will be reviewed and reduced to reflect actual earnings for the prior 12 week period.

27.0 SUPPLEMENTARY EMPLOYEES

27.1 Terms of Engagement
27.1.1 Supplementaries shall be recruited and trained in accordance with the Company’s requirements.

27.1.2 Supplementaries shall not be placed in roster panels and shall be available for totally irregular allocation.

27.1.3 Any redundancy provisions applicable to Permanent Employees shall not be applicable to Supplementaries.

27.1.4 All active Supplementary Employees who have worked for more than 12 months and whose earnings for the previous twelve months exceed the minimum guarantee for a GWE, will be appointed to the position of GWE. The appointment will be subject to satisfactory performance.

27.2 Payment

27.2.1 A Supplementary Employee will be engaged as a grade 2 in accordance with the Stevedoring Award. Subject to clause 12.2, where a Supplementary is engaged in work of a higher grade, the Employee shall be paid the rate for the higher grade.

27.2.2 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 20%, shift and holiday premiums, overtime, casual engagement and meal allowances where applicable in accordance with the Stevedoring Award.

27.2.3 Where a Supplementary is allocated to work an eight or seven hour shift in a terminal, and the shift is extended, overtime payments will apply in accordance with this Agreement. Where a Supplementary is allocated to a 4 hour shift, and the shift is extended to a minimum seven hours, the Employee will be paid seven hours at the applicable shift rate.

28.0 WORKERS COMPENSATION

28.1 The Company shall make-up pay only for permanent Employees, to the equivalent of 35 ordinary hours at the clause 10 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.

For Casually engaged Employees (GWE, Supplementary) 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.

29 OUTSOURCING

29.1 In addition to tasks outsourced prior to this Agreement, The Company intends to outsource the following functions from the commencement of the Agreement (where it has not already done so):

- Cleaning
- Security
- Linemarking
- Certain maintenance tasks
29.2 It is the intention of management that maintenance tasks may be outsourced if it is unable to be satisfactorily handled by the Company’s permanent full time Tradesmen for whatever reason within the rostered time available, after discussion.

29.3 Notwithstanding the above, any Employee (Permanent or casually engaged) may be required to carry out any normally outsourced task as directed by management.

29.4 It is not the intent of the Company to reduce the number of Permanent maintenance Employees in the above outsourceings except in the case of business downturn.

29.5 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 in this clause or not).

30.0 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.

31.0 TRANSFER OF AN EMPLOYEE TO A NEW POSITION

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

32.0 CASUAL / PERMANENT RATIO

The percentage of casually engaged Employees (GWEs and Supplementaries) in the major capital ports of Fremantle, Brisbane, Melbourne and Sydney shall not exceed 49% of the total integrated Company workforce in that Port.

33.0 SALARY SACRIFICE – NOVATED LEASE

33.1 Subject to agreement by the Company, eligible FSEs 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 written election in accordance with this clause.

33.2 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.

33.3 For the purposes of calculating an FSEs redundancy entitlement in accordance with the clause 8.15.3, the applicable salary shall be the pre-sacrifice ‘salary’ as prescribed in this Agreement.
APPENDIX 1 – CRANE RATE

The average monthly crane rate shall be a minimum of 25 containers per hour.

1.0 CONTAINER VOLUME

The container volume handled by a crane during ship-working includes all containers handled over the ship's rail by the crane ie it is the sum of:

- all containers discharged from the vessel during the period the crane was working the vessel, and
- all containers loaded onto the vessel during the period the crane was working the vessel.

Containers that can only be lifted via chains or wires shall not be included in the above totals.

2.0 CRANE ELAPSED HOURS

The crane elapsed hours commence at the start of the shift (if work is continuing from the shift immediately preceding) or when the crane gang boards the vessel. Time spent unlashing containers to allow the crane to start working shall be counted as part of the crane elapsed hours.

The crane elapsed hours cease at the end of the shift (if work is to continue on the shift immediately following) or when the crane gang leaves the vessel. Time spent lashing containers after the crane has completed handling containers shall be counted as part of the crane elapsed hours.

3.0 CRANE HOURS

The crane hours are obtained by deducting the following permissible delays from the crane elapsed hours:

- Working the ramp only on RoRo vessels;
- Booming-up cranes for passing vessels at Pilot's request;
- EA rest-breaks;
- Working break-bulk. Break-bulk includes those containers that can only be handled via chains or wires;
- Delays caused by vessel or its agents;
- Adverse weather

4.0 AVERAGE CRANE RATE

The average crane rate for a period shall be calculated as follows:

- Total all containers handled across all vessels by all cranes during the period
- Total all crane hours across all vessels for the same period
- Divide total containers by total crane hours
PART B – DP WORLD FREMANTLE

1.0 HOURS OF WORK

1.1 General Operations Roster

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1.1.1 Average 36.7 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 55 shifts to be worked per 12 week cycle.

1.1.4 Each Employee is required to work a minimum of 4, maximum 5 weekend shifts every 6 weeks within any 12 week cycle, provided the maximum number of weekend shifts to be worked within a 12 week cycle shall not exceed 9 (excluding any weekend overtime shift worked).

1.1.5 The black days falling in Weeks 2 and 8 of this Roster will be used by the Company to achieve the maximum FSE weekend shifts available to be worked within each Roster cycle. The black days may be reallocated to any other Monday to Friday shift within Weeks 2 and 8 by notification from the Company to the ERC. Any black day Monday to Friday falling during a period
of annual leave authorised by the Company shall count towards a weekend shift worked by the Employee.

1.1.6 There shall be no limitation or restriction in any form on replacement labour to achieve the maximum weekend shifts available to be worked by Operational FSEs.

1.1.7 Employees under this Roster will receive 2 days in lieu (DIL) at the commencement of each year (1 July to 30 June), which can be applied to be taken on any Monday to Sunday shift, subject to approval from the Company with due regard to operational requirements. An application to take DIL under this sub-clause on any day, including Saturday or Sunday will not be unreasonably refused by the Company and will be subject to a limited number of Employees on each day, with preference given to those Employees who apply well in advance of the requested day (including days requested to be taken on Saturday or Sunday). The two DIL must be taken within each 12 month period (1 July to 30 June) and will not accumulate from year to year.

1.2 R&D Coordinator Day/Evening Roster

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1.2.1 Average 38.1 hours per week, including a requirement by each Employee to work an additional 2 Saturday dayshifts in each year, allocation for which will be determined by the Company.

1.2.2 Standard shift commencement and finish times will be:

Dayshift  0545 – 1400
Evening  1345 - 2200
1.3 General Maintenance Roster

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<th>Week</th>
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It is the Company’s present intention to apply the Irregular (‘I’) shifts to default to nightshift. The Company may however otherwise require any I shift to be worked as dayshift, as it determines appropriate.

1.3.1 Average 36 hours per week, with 31 shifts to be worked per Employee in each 10 week cycle in accordance with the rules below.

1.3.2 In each 10 week cycle, an Employee under this roster is required to work 28 shifts of 12 hours duration as fixed within the Roster (above), plus 3 ‘Utility’ (U) dayshifts of 8 hours duration to be worked on ‘OFF’ days Monday to Friday as determined by the Company in accordance with the following:

(i) 2 U Shifts will be fixed by the Company (and notified to the Employee) at the commencement of each roster cycle; and
(ii) 1 flexible U Shift for which no fixed notification/allocation time shall apply, provided however the latest notification time shall be the completion of the last rostered shift worked by an Employee prior to commencing his/her next rostered “OFF” shift within the relevant week.

1.3.3 Standard shift commencement and finish times will be:

- Dayshift 0600 – 1800
- Nightshift 1800 – 0600
- Utility shift 0600 – 1400

1.3.4 All tradespersons under this Roster will be required to act in the role of leading hand on shift as and when 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.

1.3.5 Annual leave
In accordance with clause 15 of Part A of this Agreement, Employees under this roster will be entitled to 5 weeks of annual leave (Monday to Sunday), provided that the actual annual leave hours taken shall be no greater than 180 hours.

1.4 Maintenance Storeperson Roster

<table>
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<tr>
<th>Week</th>
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</table>

1.4.1 Average 36 hours per week, Monday to Friday

1.4.2 Standard shift commencement and finish times will be:

- Day Shift 0600 – 1400
- Evening Shift 1400 – 2200

1.4.3 Evening shifts may be changed to Day shift according to Maintenance or Operational requirements.
1.5 Cargo Care Co-ordinator Roster

<table>
<thead>
<tr>
<th>Week</th>
<th>Mon</th>
<th>Tues</th>
<th>Wed</th>
<th>Thur</th>
<th>Fri</th>
<th>Sat</th>
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<tr>
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1.5.1 Average 37 hours per week

1.5.2 6 weekend shifts to be worked per 12 week cycle, provided however that the maximum number of weekend shifts to be worked in each 6 week period (within each 12 week cycle) shall not exceed 3 (excluding any weekend overtime worked).

1.5.3 Standard shift commencement and finish times will be:

- Day Shift 0600 – 1400
- Evening Shift 1400 – 2200

1.5.4 Employees under this Roster will receive 2 days in lieu (DIL) at the commencement of each year (1 July to 30 June), which can be applied to be taken on any Monday to Sunday shift, subject to approval from the Company with due regard to operational requirements. An application to take DIL under this sub-clause on any day, including Saturday or Sunday will not be unreasonably refused by the Company and will be subject to a limited number of Employees on each day, with preference given to those Employees who apply well in advance of the requested day (including days requested to be taken on Saturday or Sunday). The two DIL must be taken within each 12mth period (1 July to 30 June) and will not accumulate from year to year.

1.6 Flexible Start and Finish Times

1.6.1 Shift starts may be worked in accordance with operational and maintenance requirements.

1.6.2 Notification of changes of shift times for all Employees (advanced or delayed starts) will be given at the normal allocation time.
1.6.3 Shift starts may apply as follows (excluding maintenance Employees working a 12 hour shift):

An Employee working Day Shift may be required to delay their start time by 1 or 2 hours

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

An Employee working Night Shift may be required to advance their start time by 1 hour.

<table>
<thead>
<tr>
<th>Shift</th>
<th>Advanced Start (hours)</th>
<th>Delayed Start (hours)</th>
<th>Latest Finish</th>
<th>Extensions (hours)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Day</td>
<td>Nil</td>
<td>1,2</td>
<td>1800 hrs</td>
<td>1,2,3,4</td>
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<tr>
<td>Evening</td>
<td>1</td>
<td>1,2</td>
<td>2359 hrs</td>
<td>1,2</td>
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<tr>
<td>Night</td>
<td>1</td>
<td>Leave Reserved</td>
<td>0700 hrs</td>
<td>1</td>
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</table>

1.6.4 Employees will be entitled to a minimum 8 hour break between work periods.

1.7 Rest Periods

1.7.1 The following rest periods shall generally apply:

<table>
<thead>
<tr>
<th>Shift Length</th>
<th>Rest Period</th>
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<tr>
<td>4 Hours or less</td>
<td>No rest period</td>
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<tr>
<td>7 to 8 Hours</td>
<td>45 Minutes in total (No more than 2 rest periods)</td>
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<tr>
<td>9 to 10 Hours</td>
<td>60 Minutes in total (No more than 3 rest periods)</td>
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<tr>
<td>11 to 12 Hours</td>
<td>75 Minutes in total (No more than 3 rest periods)</td>
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The above shift lengths include shift extensions where applicable.

1.7.2 Nominal rest period times (except maintenance) are:

<table>
<thead>
<tr>
<th>Shift</th>
<th>1st Break</th>
<th>2nd Break</th>
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<tbody>
<tr>
<td>Day – 0600 hrs</td>
<td>0830 to 0850</td>
<td>1135 to 1200</td>
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<tr>
<td>Evening – 1400 hrs</td>
<td>1630 to 1655</td>
<td>1940 to 2000</td>
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<tr>
<td>Night – 2200 hrs</td>
<td>0030 to 0050</td>
<td>0330 to 0355</td>
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1.7.2.1 Rest periods for an Employee may be altered (i.e. taken earlier or later) to suit operational and maintenance requirements. The rest period commencement times will be taken in accordance with the table above but can be altered (+/- 40 minutes) up to half an hour before commencement of the nominal rest period to meet unforeseen operational or maintenance requirements.

1.7.3 Rest periods will be taken consistent with clause 12.4 of Part A.

1.8 Notification Procedures

1.8.1 Notification of allocation to Monday to Saturday shifts for Employees shall be made on the job or by allocation no later than 16:00 on the day prior to the
proposed workday other than referred to herein. Orders will be available on
the Microster system no later than 1600 hrs daily.

1.8.2 Notification of allocation to Sunday shifts for Employees shall be made on the
job or by allocation no later than 16:00 on the preceding Friday.

1.8.3 Notification of call back allocation to night shift may be subject to allocation,
including variation in accordance with clause 1.6.3, between 1000 and
1200hrs on the day of requirement.

1.8.4 Notification of allocation for Employees required to work shifts on Public
Holidays falling on a Monday, shall be made on the Friday by 16:00hrs subject
to confirmation, variation within that shift, according to the advance/retard
arrangements in clause 1.6.3 or cancellation by telephone ring-in from 16:00
on Sunday. VSE, GWE and Supplementary Employees may opt to take up
another Monday shift if required by the Company in lieu of a Monday Public
Holiday shift cancelled.

1.8.5 Employees shall be responsible for ascertaining when they are required to
work.

1.8.6 The Company may contact Employees at any time after the usual notification
time and procedures above, to provide additional resources due to unforeseen
circumstances in operational and maintenance requirements. No Employee in
these circumstances is 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
engagements at short notice. Unless key skills require urgent replacement the
Company will avoid telephoning Employees between 2300 and 0500 hours.

1.9 Shift Extensions

1.9.1 Shift extensions for all personnel (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.

1.9.2 Employees are to indicate their inability to meet Company’s requirement to
extend by notifying the shift Supervisor at the commencement of a shift. Once
this has occurred the Employees will not be compelled to work such
extensions.

1.9.3 An extension will be notified at the commencement of the last break and may
be cancelled only by notification up to one hour before the extension is to
occur.

1.9.4 Once extension is cancelled, the extension will not be re-ordered other than in
unforeseen circumstances and in consultation with Employee representative
and such extension would be on a voluntary basis.

1.9.5 If an allocated shift is extended beyond eight hours duration, then the
extension beyond 8 hours will be paid as overtime. Day shift can be extended
by up to 4 hours but not break 1800 hours, Evening shift by up to 2 hours but
not break 2359 hours, Night shift can be extended by 1 hour only, to finish a
vessel, hatch or job.

1.10 Application of Four Hour Minimum (VSE, GWE, Supplementary only)
1.10.1 Four hour minimum engagement may be applied to VSE, GWE and Supplementary Employees for the following activities:

Lashing
Training
Meetings
AQIS Inspections
Bulk runs of 50 units or less

1.10.2 If the work period exceeds four hours, a minimum seven hour engagement shall apply to GWE and Supplementary Employees, 8 hours for VSE. Four hour minimums so extended cannot exceed eight hours.

1.10.3 Notification of an extension of the 4 hour minimum will be provided no later than two and a half hours after the shift commencement time. Rest periods will then be applied in accordance with clause 1.7. 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.

1.10.4 FSE attending OHS&E and ERC meetings in their rostered off periods will receive a minimum of 4 hours time in lieu for each meeting.

2.0 REMUNERATION

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

2.1 General Operations Roster

<table>
<thead>
<tr>
<th>Position</th>
<th>Code</th>
<th>SIA Grade</th>
<th>Salary from First Full Pay period on or after 1 July 2008</th>
<th>Salary from First Full Pay Period on or after 1 July 2009</th>
<th>Salary from First Full Pay Period on or after 1 July 2010</th>
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<tbody>
<tr>
<td>Foreman</td>
<td>OP1</td>
<td>6</td>
<td>$94,557</td>
<td>$99,285</td>
<td>$104,249</td>
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<td>Crane Driver Control Clerk</td>
<td>OP2</td>
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<td>RTG Driver Clerk Cargo Care</td>
<td>OP3</td>
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<td>Forklift Driver</td>
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2.2 R&D Co-Ordinator & Cargo Care Co-Ordinator Rosters

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<th>Position</th>
<th>Code</th>
<th>SIA Grade</th>
<th>Salary from first full pay period on or after 1 July 2008</th>
<th>Salary from First Full Pay Period on or after 1 July 2009</th>
<th>Salary from First Full Pay Period on or after 1 July 2010</th>
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<tr>
<td>R&amp;D Co-ordinator</td>
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<td>$88,472</td>
<td>$92,896</td>
<td>$97,540</td>
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<tr>
<td>Cargo Care Co-ordinator</td>
<td>CCC1</td>
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<td>$88,472</td>
<td>$92,896</td>
<td>$97,540</td>
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2.3 General Maintenance Roster

<table>
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<tr>
<th>Position</th>
<th>Salary Code</th>
<th>SIA Grade</th>
<th>Salary from first full pay period on or after commencement of new roster</th>
<th>Salary from First Full Pay Period on or after 1 July 2009</th>
<th>Salary from First Full Pay Period on or after 1 July 2010</th>
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<td>Tradesperson</td>
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2.4 Maintenance Storeperson Roster

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<th>Position</th>
<th>Salary Code</th>
<th>SIA Grade</th>
<th>Salary from first full pay period on or after 1 July 2008</th>
<th>Salary from First Full Pay Period on or after 1 July 2009</th>
<th>Salary from First Full Pay Period on or after 1 July 2010</th>
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<td>Storeperson</td>
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<td>$79,790</td>
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2.5 Arrangements for Maintenance Coordinator

The Maintenance Coordinator employed immediately prior to commencement of this Agreement shall continue to work under the roster and working arrangements in place prior to commencement of this Agreement. The salary paid from the first full pay period on or after 1 July 2008 will be $94,557 which shall be increased by the same % wage increase and effective dates applicable to all other employment categories in Clause 2 Remuneration of Part B of this Agreement. Should that Employee vacate that position for any reason, the position shall not be replaced by the Company in any form.

3.0 CONSOLIDATED ALLOWANCE (VSE, GWE, SUPPLEMENTARY)

3.1 A VSE, GWE and Supplementary shall be paid an allowance of $24.50 for each shift day worked. Such allowance will be set off against the guarantee in the case of a VSE and GWE.

4.0 ESTABLISHMENT NUMBERS

Establishment at commencement of the Agreement

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<th>Operations</th>
<th>Maintenance</th>
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<td>133</td>
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<tr>
<td>Variable Salary Employee (VSE)</td>
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<tr>
<td>Guaranteed Wage Employee (GWE)*</td>
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*Estimation only.
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<th>Number in position at Commencement</th>
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<td>Crane Driver</td>
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<tr>
<td>RTG Driver</td>
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<td>R&amp;D Co-ordinator</td>
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<tr>
<td>Clerk G 5</td>
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<tr>
<td>Clerk G 4</td>
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<tr>
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</tr>
<tr>
<td>Tradesperson</td>
<td>30</td>
</tr>
<tr>
<td>Maintenance Storeperson</td>
<td>2</td>
</tr>
<tr>
<td>Cargo Care</td>
<td>3</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td><strong>133</strong></td>
</tr>
</tbody>
</table>

### 5.0 HEAT AGREEMENT

5.1 When the temperature exceeds 38 degrees Celsius all operations may cease after consultation between the Operations Supervisor, Charge Foreman and Job Delegate. Employees driving air-conditioned machinery shall not cease work because of temperature for any reason.

5.2 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 smoko and crib breaks. Provided that:

   5.2.1 Employees driving air-conditioned machinery shall not stop because of temperature for any reason;

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

   5.2.3 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.

5.3 Temperature readings shall be based on the readings available from the Fremantle Ports Temperature Advisory Service. The Supervisor will have responsibility for ascertaining the ambient temperature on an hourly basis and adjusting operations in accordance with this clause.

### 6.0 MANNING

6.1 Manning for all operations will be based on safe practice and operational requirements as determined by management, subject to OHS & Other relevant legislation.

### 7.0 COMMITTEES

7.1 The Company will continue to support the Employee Representative Committee and Occupational Health, Safety and Environment Committee.

7.2 The objectives of the Employee Representative Committee 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.
7.3 There shall be a minimum of eleven (11) ERC meetings and eleven (11) OH&S
Meetings per annum. 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.

7.4 Where appropriate, ERC and OH&S meetings may be held on the same day.
Documentation shall be provided in advance to enable Employee Representatives
adequate time to prepare for the above named meetings. The Company shall provide
adequate resources for the Committee’s use.

8.0 SUPPLY AND REPLACEMENT OF PRESCRIPTION GLASSES

8.1 In the event of a change in prescription, requiring new spectacles or spectacles being
required for the first time, a refund of up to $225.00 will apply but no more often than
once every two 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.

8.2 If an Employee requires his/her spectacles repaired or replaced due to damage or
breakage in the course of working at Company premises, an Accident Report Form
must be completed and up to $250.00 will again be refunded against a receipt, for the
repair or replacement of the spectacles. However this is again limited to no more than
once every two years.

8.3 The above replacement of glasses will not include replacement to bifocal or tinted
spectacles, unless specifically required for work at the Company.

8.4 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.

9.0 CLOTHING

9.1 The following issues will apply to Permanent Employees and GWE’s.

<table>
<thead>
<tr>
<th>Clothing Type / Item</th>
<th>Issue No.</th>
<th>Frequency</th>
<th>Replacement</th>
</tr>
</thead>
<tbody>
<tr>
<td>General</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Shirts</td>
<td>3</td>
<td>Annual</td>
<td>Fair Wear &amp; Tear</td>
</tr>
<tr>
<td>Trousers or Shorts</td>
<td>3</td>
<td>Annual</td>
<td>Fair Wear &amp; Tear</td>
</tr>
<tr>
<td>Winter Coat</td>
<td>1</td>
<td>Every 2 years</td>
<td></td>
</tr>
<tr>
<td>Towels</td>
<td>1 set(=2)</td>
<td>Annual</td>
<td></td>
</tr>
<tr>
<td>Nylon Carry Bag</td>
<td>1</td>
<td>Every 3 years</td>
<td>Issued in lieu of one of the items above</td>
</tr>
<tr>
<td>Socks</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

* issued in lieu of one of the item/s to the equivalent monetary value within reason.

<table>
<thead>
<tr>
<th>Protective</th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Overalls (Operators)</td>
<td>3</td>
<td>Annual</td>
<td>Fair Wear &amp; Tear</td>
</tr>
<tr>
<td>Overalls (Maintenance)</td>
<td>7</td>
<td>Annual</td>
<td>Fair Wear &amp; Tear</td>
</tr>
<tr>
<td>Sunglasses or Clip Ons</td>
<td>1</td>
<td>Every 2 years</td>
<td>Fair Wear &amp; Tear</td>
</tr>
<tr>
<td>Clothing Type / Item</td>
<td>Issue No.</td>
<td>Frequency</td>
<td>Replacement</td>
</tr>
<tr>
<td>---------------------</td>
<td>-----------</td>
<td>----------------</td>
<td>----------------------</td>
</tr>
<tr>
<td>General</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Shirts</td>
<td>2</td>
<td>Annual</td>
<td>Fair Wear &amp; Tear</td>
</tr>
<tr>
<td>Trousers or Shorts</td>
<td>2</td>
<td>Annual</td>
<td>Fair Wear &amp; Tear</td>
</tr>
<tr>
<td>Protective</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Overalls (Operators)</td>
<td>1</td>
<td>As required</td>
<td>Fair Wear &amp; Tear</td>
</tr>
<tr>
<td>Overalls (Maintenance)</td>
<td>1</td>
<td>As required</td>
<td>Fair Wear &amp; Tear</td>
</tr>
<tr>
<td>Sunglasses or Clip Ons</td>
<td>1</td>
<td>Every 2 years</td>
<td>Fair Wear &amp; Tear</td>
</tr>
<tr>
<td>Wet Weather Gear</td>
<td>1</td>
<td>Every 2 years</td>
<td>Fair Wear &amp; Tear</td>
</tr>
<tr>
<td>Summer Hat</td>
<td></td>
<td>As required</td>
<td></td>
</tr>
<tr>
<td>Safety</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Safety Vests</td>
<td>1</td>
<td>As required</td>
<td></td>
</tr>
<tr>
<td>Ear Muffs</td>
<td>1</td>
<td>As required</td>
<td></td>
</tr>
<tr>
<td>Footwear</td>
<td>1</td>
<td>Annually</td>
<td>Fair Wear &amp; Tear</td>
</tr>
<tr>
<td>Gloves</td>
<td></td>
<td>On the job</td>
<td></td>
</tr>
<tr>
<td>Helmets</td>
<td>1</td>
<td>Initial Issue</td>
<td>Subject to AS 1801</td>
</tr>
<tr>
<td>Glasses</td>
<td>1</td>
<td>As required</td>
<td></td>
</tr>
</tbody>
</table>

9.1.1 Fair wear and tear includes exchange of old issue for the replacement for genuine loss or damage.

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

9.1.3 The annual issue date will be 31st March.

9.2 The following issues will apply to Supplementary Employees;

9.2.1 Fair wear and tear includes exchange of old issue for the replacement for genuine loss or damage.
9.2.2 The suitability of the clothing issue will be reviewed periodically to ensure reasonable standards of comfort and durability are maintained as well as the highest standard of safety protection.

9.2.3 The annual issue date will be 31st March.

10.0 LEAVE RESERVED

10.1 Mooring and Unmooring
10.2 Refuelling
10.3 Cargo Care
10.4 Mobile Crane Driving
10.5 Resolution of Delayed Starts on Night Shift
In the witness the parties have signed this Agreement on the ______ day of ______
Two Thousand and Eight.

For and on behalf of

DP World Fremantle Limited

Witness

For and on behalf of the

Maritime Union of Australia

Witness
For and on behalf of

DP World Australia Limited

Witness