DEcision

Fair Work Act 2009
s.185 - Application for approval of a single-enterprise agreement

DP World Melbourne Limited
(AG2016/2466)

DP WORLD MELBOURNE ENTERPRISE AGREEMENT 2016
Stevedoring industry

COMMISSIONER CAMBRIDGE SYDNEY, 22 MARCH 2016

Application for approval of the DP World Melbourne Enterprise Agreement 2016.

[1] An application has been made for approval of an enterprise agreement known as the DP World Melbourne Enterprise Agreement 2016 (the Agreement). The application was made pursuant to s.185 of the Fair Work Act 2009 (the Act). It has been made by DP World Melbourne Limited (the Employer). The Agreement is a single-enterprise agreement.

[2] The application was lodged at Melbourne on 4 March 2016. The application included a Statutory Declaration of Jessica Blomfield made on behalf of the Employer and dated 4 March 2016 (the Declaration). The Declaration stated that the Agreement was made on 19 February 2016. Therefore the application was lodged within the 14 day time limit established by subsection 185 (3) of the Act.

[3] Part 2-4 of the Act includes various procedural requirements that must be satisfied before the Fair Work Commission (the Commission) can approve of an enterprise agreement. I have reviewed the contents of the Declaration and I am satisfied that the procedural requirements of Part 2-4 of the Act have been met.

[4] The application for approval was listed for Hearing in Chambers before the Commission on 22 March 2016. I note that the file has included a Statutory Declaration of Adam Jacka made on behalf of The Maritime Union of Australia (the MUA), as an employee organisation in relation to the application.

[5] I note that the Agreement contains a flexibility term at clause 8.19 and a consultation term at clause 27.

[6] I am satisfied that each of the requirements of ss.186, 187 and 188 of the Act as are relevant to this application for approval have been met.
[7] The MUA, being a bargaining representative for the Agreement, has given notice under s.183 of the Act that it wants the Agreement to cover it. As required by subsection 201 (2) of the Act I note that the Agreement covers the MUA.

[8] The Agreement is approved. In accordance with subsection 54 (1) of the Act it will operate from 29 March 2016. The nominal expiry date of the Agreement as specified in clause 6.1 of the Agreement, is 28 February 2019.
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PART A – BRISBANE, SYDNEY, MELBOURNE & FREMANTLE

2.0 TITLE

This Agreement shall be known as the DP World Melbourne Enterprise Agreement 2016 (“the Agreement”).

3.0 INTENT OF AGREEMENT

This Agreement is directed towards the achievement of the following:

3.1 The Parties will use their best endeavours to achieve the following performance benchmarks:

3.1.1 30 container lifts per crane hour; and

3.1.2 Average Gate to Gate Truck Turnaround Time 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.

3.5 The Parties to this Agreement recognise that women and Indigenous workers are under-represented in the Company. The parties to this Agreement will use their best endeavours to ensure that interviews for future employment will have candidates of both genders and Indigenous persons. Programs will be developed at a local level in consultation between the parties to ensure that the current ratio of women and Indigenous workers increases over time.

3.6 Parties to the Agreement recognise that there are various categories of employment. The Company recognises that FSE is the primary employment category.

The career path is Supplementary to VSE to FSE subject to meeting earnings and performance triggers.

The Company aims to operate a competitive and sustainable business that can maximise permanent employees on a roster. The number of permanent positions is regularly monitored alongside prevailing business conditions. There is an annual process to review business requirements for VSE and FSE roles.

4.0 PARTIES BOUND

This Agreement shall be binding on the Company and its relevant Employees engaged in stevedoring operations as stevedoring employees, in Award Classification Grade 1 to Grade 6 and the Maritime Union of Australia.
5.0 OPERATION OF AGREEMENT

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

5.1.1 Stevedoring Industry Award 2010 as varied; and

5.1.2 Stevedoring Industry (Long Service Leave) Award 1992,

(Collectively referred to as “the Awards”).

5.2 Where there is any inconsistency between this Agreement and any provisions of the Awards, the Agreement shall apply to the extent of the inconsistency. Provided however that the Award provisions shall cease to apply only to the extent and for the period necessary to permit the operation of this Agreement.

5.3 This Agreement supersedes any other award or agreement whether approved or not, this excludes deeds pertaining to terms, conditions or matters subject of this Agreement.

5.4 Matters expressly contained within this Agreement supersedes any local arrangements or work practices whether written or unwritten.

5.5 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

6.1 This Agreement shall operate from 7 days after the date of approval and shall remain in force until 28 February 2019.

6.2 Discussions for the re-negotiation of this Agreement will commence six (6) months in advance of the nominal expiry date above. It is the intent of the parties to hold negotiation periods of three periods up to five (5) days. The parties accept that claims may be made against any clause as part of a negotiated replacement agreement.

7.0 DEFINITIONS

In this Agreement:

Act means the Fair Work Act 2009.

Branch means a branch of the Maritime Union of Australia.

Company means DP World Melbourne Limited (ABN 52 000 049 301). A reference to the Company in this Agreement is a reference to the relevant employing entity of an Employee.

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

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

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

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

FWC means Fair Work Commission
Permanent Employee means a Fixed Salary Employee (FSE) or a Variable Salary Employee (VSE).

Stevedoring Award means the Stevedoring Industry Award 2010 as varied.

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

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

Union means the Maritime Union of Australia.

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

8.0 CONTRACT OF EMPLOYMENT

8.1 An Employee may be employed as:

8.1.1 a Permanent Employee;

8.1.2 a Supplementary Employee;

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

8.1.4 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 Maritime Security Identification Card (MSIC)

8.2.1 It is a requirement under the Maritime Transport and Offshore Facilities Security Act 2003 and Regulations that in order to qualify for unescorted access to a Maritime Security Zone a person must hold a Maritime Security Identification Card (MSIC). As an Employee of the Company you are required to hold a valid MSIC.

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

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

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

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

8.5.1 Each Employee will be advised and updated on the skills/competencies that are to be maintained by the Employee.
8.5.2 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.

8.6 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.

8.7 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.

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

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<tr>
<th>Period of continuous service</th>
<th>Period of notice</th>
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<td>1 year or less</td>
<td>1 week</td>
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<tr>
<td>1 year and up to the completion of 3 years</td>
<td>2 weeks</td>
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<tr>
<td>3 years and up to the completion of 5 years</td>
<td>3 weeks</td>
</tr>
<tr>
<td>5 years and over</td>
<td>4 weeks</td>
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</tbody>
</table>

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

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

8.7.4 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.

8.7.5 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.

8.7.6 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.

8.7.7 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.

8.8 An Employee whose employment terminates shall be paid out accrued 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.
8.9 An Employee will 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:

- 8.9.1 being absent without permission from the place of work;
- 8.9.2 refusal of duty (unless the refusal relates to a bona fide safety issue, when the provision of clause 29 Dispute Resolution will apply);
- 8.9.3 wilful neglect of duty;
- 8.9.4 failure to work in accordance with the Company's reasonable instructions;
- 8.9.5 being under the influence of alcohol or drugs to such an extent that the Employee appears to be unfit to perform his or her work efficiently and safely;
- 8.9.6 continued or repeated unsafe conduct; and
- 8.9.7 assault or abusive behaviour such that it is impracticable or undesirable for the Employee to continue working with or under the person or person assaulted or abused.

8.10 Where a person commits any of the said breaches, the person for the time being in charge of the job may decide that it is impracticable or undesirable to employ the Employee for the remainder of the shift in which case the Employee will not be entitled to any payment for the remainder of the shift. The Employee will be informed of any such decision as soon as possible. Any disputes arising in relation to action taken in accordance with this sub-clause will be dealt with by following clause 29 Dispute Resolution.

8.11 The Company may from time to time change its policies that apply to Employees in addition to this Agreement. In the event of a policy change that may have any impact on the terms of conditions of employment (other than where those terms and conditions are expressly contained within this Agreement), each Employee will be appropriately advised of the change. Nothing contained in a policy or procedure shall be operative nor shall it have any effect to the extent that its inclusion or implementation is inconsistent with the intent of this Agreement. Prior to any change being inserted into a policy, any dispute or disagreement by Employees or the Union in relation to intended change policies and/or procedures shall be progressed through clause 29.0 Dispute Resolution.

8.12 From the 1st March 2016 and at each 12 month period thereafter, a review of workforce numbers will be conducted. The review will be conducted by the Company in consultation with the Union and the Committee. The labour review will be conducted more frequently if required.

8.12.1 Each terminal will provide the following data (from the date of the previous labour review to the date of request for information) prior to the labour review:

- (a) Shifts worked by FSE/VSE/Supplementaries;
- (b) Shift cancellations by shift type;
- (c) Shift upgrades/downgrades by individuals;
- (d) Employee Numbers by employment Category;
- (e) Use of Labour from Evening Shift to Day Shift;
(f) Earnings of employees, number of shifts performed and the ratio of shift allocations;

(g) Relevant data as agreed.

8.13 Where an existing FSE position becomes vacant, the Company shall, in normal circumstances, fill such vacancy in a reasonable time which means advertising no later than 21 days after the departure of the employee. If circumstances change, the Company shall provide Employees and the Union with the reasons for non-replacement of existing positions.

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

8.15 The Company will ensure that the individual earnings of VSE’s and Supplementaries within any financial year does not exceed the sum of:

(a) the highest annual Grade 6 Operations (or Maintenance Salary for maintenance workers as described in Part B of this Agreement); plus

(b) $7,000.

For the purpose of this clause, earnings from bonus payments and Closed Port Days will not be taken into account when determining the earnings of VSE’s and Supplementaries in any financial year. Actual earnings will be made available to parties as part of a review process, with due regard to individuals privacy.

8.16 The Company will ensure that there is a fair and equitable opportunity for work for all VSEs and Supplementaries in relation to their respective classification, skills, competencies, availability and performance.

8.17 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 are subject to the Selection Criteria as set out at Appendix 2. The process will be transparent and input to the selection process will be sought from Team Leaders, Foreman and Head/Senior Clerks as appropriate.

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

8.18 Redundancy

8.18.1 Application

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

8.18.2 Redundancy Arrangements

(a) In circumstances where the Company has a need to reduce the size of all or part of its Permanent workforce, it shall advise the Union and Employees, in accordance with the Introduction of Change clause 27.0 of this Agreement.
(b) 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.

8.18.3 Redundancy Process

The Parties agree that the ultimate objective is to circumvent or at least minimise redundancies.

In the event that there is surplus labour identified, the following will occur:

(a) Where a surplus is declared, the Company will call for expressions of interest in either a voluntary redundancy or a transfer to another DP World site;

(b) Voluntary redundancies and/or transfers will be offered in the first instance. Where there is an oversubscription, longest serving employees will be selected first;

(c) If the receiving Port can accommodate the transferee without the need for redundancy, the transfer will occur. A redundancy may be required to be offered to Employees in the destination port to facilitate the transfer;

(d) In the event of insufficient volunteers for redundancies, the parties agree to explore all available mechanisms to mitigate redundancies and those mechanisms agreed may be implemented subject to agreement by the majority of employees. Agreed mechanisms may include but are not limited to reduced hours and salary/VSE Minimum Salary, leave plans and roster changes;

(e) Employees who are identified for compulsory redundancy may opt to be re-employed to the next employment category where it can be accommodated;

(f) Where positions become available, the positions will be filled by employees in the reverse order they were demoted provided they have the skills;

(g) After all the above has been exhausted and there is still a requirement for compulsory redundancies, employees declared redundant will be progressively released.
8.18.4 Selection criteria

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

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<th>Points</th>
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<td>Each site will determine and agree the appropriate</td>
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<td>questions to ask in advance of the assessment.</td>
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<td>Supervisor/manager will conduct assessment and</td>
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<td>scoring.</td>
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<tr>
<td>Skill and Experience</td>
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</tr>
<tr>
<td>Each site will determine and agree the appropriate</td>
<td></td>
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<tr>
<td>measures and weightings to assess skill and experience.</td>
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<tr>
<td>Disciplinary (12 months prior to assessment only)</td>
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<td>Deduct 5 points for each formal and final warning</td>
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<tr>
<td>FTR - deduct 5 points</td>
<td></td>
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<tr>
<td>AMP - deduct 5 points</td>
<td></td>
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<tr>
<td>Service</td>
<td>25</td>
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<tr>
<td>Pro-rated from longest to shortest – based on months</td>
<td></td>
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<tr>
<td>of service.</td>
<td></td>
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<tr>
<td>0 months to longest length of service.</td>
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<tr>
<td>Longest service = 25 points</td>
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If the total weighted ratings are equal, the shortest serving employees shall be selected for compulsory redundancy.

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

8.18.6 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 transmitee] 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 transmitee; or

   (ii) rejects an offer of employment with the transmitee in which the terms and conditions are no less favourable overall than the
8.18.7 Discussions shall be held to determine the availability of alternative employment at other Company sites or ports to reduce or eliminate the need for redundancy/ies.

8.18.8 Where the employment of an Employee is terminated on the ground of redundancy and clause 8.18.6 does not apply, notice of termination arrangements, including any payments in lieu of notice, shall be in accordance with this Agreement.

8.18.9 Redundancy Payments

(a) Redundancy payments shall be calculated on the basis of three (3) Weeks’ Pay for each completed year of continuous service (except for the first year of service, where four (4) weeks’ pay will apply), or part thereof, to a maximum payment, excluding payment in lieu of notice, of fifty-two (52) Weeks’ Pay.

(b) “Weeks’ Pay” means:

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

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

(c) When determining the length of continuous service for the purposes of calculating redundancy payments under this clause, the following shall apply:

(i) Permanent Employees (FSEs and VSEs) service shall be regarded as all prior continuous service with the Company (including DP World/P&O/Conaust and any other predecessor company), plus any continuous service, if relevant, as either a Guaranteed Wage Earner (“GWE”) with the Company; or,

(ii) as a Supplementary Employee where service exceeds 9 months.

(iii) Service with the Company shall include previously agreed industry service where a transmission of entitlements is established.

(iv) For Permanent Employees employed as Permanent Employees at 17 March 2006 service shall be regarded as all prior continuous service with the Company as a GWE or Permanent Employee (and shall include previously agreed industry service where relevant).

8.18.10 Transfer clause

(a) In circumstances where a Permanent Employee’s position has become redundant and the affected Employee applies and is accepted for an Interport transfer at another DP World Australian port, the employee shall be entitled to the following assistance for resettlement.

(i) DP World shall pay to the employee a daily travelling allowance of $27.93 for up to 3 days for the purposes of resettlement.
addition, a daily allowance of $19.16 will be paid for each dependant of the employee for up to 3 days for the purposes of resettlement.

(ii) DP World shall pay an additional allowance of $7,605.00 for an employee with dependants or $2,173.00 for a single employee without dependants as a one off payment for costs incurred in respect to resettlement.

(iii) Employees will be entitled to the cost of reasonable removal expenses up to the value of $3,307.50. This shall be subject to the production of a minimum of 3 quotes, the lowest of which shall be accepted, which the Company shall pay to the provider directly.

(iv) The amounts contained in (i)-(iii) above will be increased on each anniversary of this agreement by the ABS ‘All Groups CPI’ percentage change for the four quarters to March of that year.

8.19 Flexibility

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

(a) the arrangement deals with the following matter:

   (i) arrangements about when work is performed;

   (b) the arrangement meets the genuine needs of the Company and the Employee in relation to the matter mentioned in paragraph(a); and

   (c) the arrangement is genuinely agreed to by the Company and the Employee.

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

(a) are about permitted matters under section 172 of the Act; and

(b) are not unlawful terms under section 194 of the Act; and

(c) result in the Employee being better off overall than the Employee would be if no arrangement was made.

8.19.3 The Company must ensure that the individual flexibility arrangement:

(a) is in writing; and

(b) includes the name of the Company and the Employee; and

(c) is signed by the Company and the Employee and if the Employee is under 18 years of age, signed by a parent or guardian of the Employee; and

(d) includes details of:

   (i) the terms of the Agreement that will be varied by the arrangement; and
(ii) how the arrangement will vary the effect of the terms; and

(iii) how the Employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and

(e) states the day on which the arrangement commences.

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

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

(a) by giving no more than 28 days written notice to the other party to the arrangement; or

(b) if the Company and Employee agree in writing — at any time.

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 Subject to 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 FWC binding on the Union, or to represent Employees in other matters pertaining to the employment relationship between the Company and its Employees, provided always:

(a) 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.

(b) 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.

(c) 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 the Company 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 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.

9.2.2 The Company will allow Employee Representatives absence from their normal duties without loss of pay to represent the interests of their fellow Employees, provided always:

(a) The relevant Union Branch Secretary advises the Company site manager in writing of the appointment of the Employee Representative.

(b) Such absence is for bona fide purposes only (e.g. preparation for collective bargaining, address new Employees and unpaid leave as agreed by the Company) and the Employee Representative first obtains agreement from their immediate supervisor, and such permission shall not be unreasonably withheld, of the expected period of absence for the purpose of enabling the supervisor to make alternative work arrangements beforehand.

(c) The subsequent conduct by the Employee Representative or their fellow Employees shall not be such as to interfere with, or otherwise adversely impact on, the operations of the Company.

(d) In the event of a breach of this sub-clause, the Company may act to formally revoke the right of an Employee Representative to absence from normal duties with pay, but not the right of representation, by first discussing its intentions with the relevant Union Branch Secretary.

(e) Where an Employee Representative's right to absence from normal duties with pay under this sub-clause has been formally revoked by the Company in writing to the Employee concerned and the Union, the Employee Representative may only leave his/her workplace under conditions determined by the Company. Nothing in this clause prevents the Company from restoring an Employee Representative's right to absence from normal duties with pay under this 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.

9.3.2 Subject to bona fide conditions determined by the site manager, such meetings may extend beyond the rostered break provided that prior request for such is made by an Employee Representative and not otherwise and such extension shall not be unreasonably refused.

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:

(a) Two Union meetings off site up to 4 hours duration. Employees working on the day shift shall be permitted to leave their designated point of work 30 minutes prior to the commencement time of the meeting, subject to working through the first rest break. The conclusion of such meetings shall be 30 minutes prior to the nominal evening shift starting time in each designated port.

(b) In addition to the above, Employees shall be entitled to attend 3 yard meetings per annum of up to 2 hours duration at a time to be agreed by the Company. If the yard meeting is held offsite, there shall be no consideration given to travel time.

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

(d) The Union shall provide the Company with a written request for meetings specified in 9.4.2(a) 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.

(e) Where an unforeseen operational difficulty or emergency arises subsequent to arrangements being made in accordance with 9.4.2(d).

(f) 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.

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

(h) In the event of a breach of this clause or of 9.3, the Company without limitation may act to revoke the right of an Employee to continue their right to pay whilst attending Union meetings under the provisions of this clause by also advising its intentions to the Union National Secretary.

(i) 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 disagrees 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 FWC 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 may designate a portion of their salary (excluding past accrued entitlements), which shall be paid directly into their superannuation scheme as a voluntary contribution, in accordance with relevant legislative arrangements. An Employee shall make an election on 1 July each year on how they wish the annual benefit to be allocated. The election shall take effect on or about 10 September each year and remain in force for a 12-month period, unless otherwise agreed.

10.4 The Company shall keep a record from which the following can be readily ascertained by an Employee and/or the Union, subject to relevant privacy legislation:

10.4.1 The name, classification and date of commencement of each Employee;

10.4.2 The Employee’s wage or salary rate and the ordinary hours worked each day by the Employee for which that wage or salary rate is paid;

10.4.3 The Employee’s overtime rate and the hours worked each day by the Employee for which that overtime rate is paid;

10.4.4 The Employee’s wage or salary rate for accrued leave taken and/or paid;

10.4.5 The amount of any additions/deductions to/from the Employee’s wages or salary and the purpose for which such additions/deductions are made.

10.5 Superannuation Contributions

10.5.1 Employees who belong to Maritime Super may continue to do so. New Employees shall have the right to join Maritime Super Pty Ltd or another complying fund. Maritime Super shall be the default fund.

10.5.2 Contributions and benefits for members of Maritime Super Pty Ltd, unless otherwise agreed between the parties, shall be based upon the “Trust Deed” of Maritime Super Pty Ltd.

10.5.3 The Company will continue to contribute 12% per annum plus any other contributions required under the Trust Deed as identified in clause 10.5.2. Any legislated increase to the Superannuation Guarantee will be absorbed by the additional contribution already being made by the Company. Should the Superannuation Guarantee surpass 12% during the life of the Agreement, the Company will be bound by the Superannuation Guarantee legislation.

10.5.4 For Employees who continue to be members of the “Defined Benefit” section of Maritime Super, the Company agrees to contribute the additional 3% as defined in “the Accumulation Plus Trust Deed of Maritime Super Pty Ltd” to an accumulation account of the member of Maritime Super. Any legislated increase to the Superannuation Guarantee will be absorbed by the additional contribution made by the Company.
10.5.5 All Company and Employee superannuation contributions will be remitted to the fund of choice at least monthly or an alternative frequency as otherwise agreed but no less frequently than quarterly.

11.0 CLASSIFICATIONS AND RATES OF PAY

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

11.2 Clause 11.0 rates of pay are based on a 35 hour week. The following rates are for each classification:

<table>
<thead>
<tr>
<th>Grade</th>
<th>Weekly rates from 1 March 2015</th>
<th>Weekly rates from 1 March 2016</th>
<th>Weekly rates from 1 March 2017</th>
<th>Weekly rates from 1 March 2018</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>$910.10</td>
<td>$933.77</td>
<td>$958.04</td>
<td>$982.95</td>
</tr>
<tr>
<td>2</td>
<td>$999.82</td>
<td>$1,025.81</td>
<td>$1,052.48</td>
<td>$1,079.85</td>
</tr>
<tr>
<td>3</td>
<td>$1,077.05</td>
<td>$1,105.06</td>
<td>$1,133.79</td>
<td>$1,163.27</td>
</tr>
<tr>
<td>4</td>
<td>$1,164.77</td>
<td>$1,195.05</td>
<td>$1,226.12</td>
<td>$1,258.00</td>
</tr>
<tr>
<td>4.9</td>
<td>$1,178.62</td>
<td>$1,209.26</td>
<td>$1,240.70</td>
<td>$1,272.96</td>
</tr>
<tr>
<td>5</td>
<td>$1,200.11</td>
<td>$1,231.32</td>
<td>$1,263.33</td>
<td>$1,296.18</td>
</tr>
<tr>
<td>6</td>
<td>$1,326.49</td>
<td>$1,360.98</td>
<td>$1,396.37</td>
<td>$1,432.67</td>
</tr>
</tbody>
</table>

11.3 Salaries for FSE’s shall be as set out in Part B of this Agreement.

11.4 The Company is offering Employees the opportunity to receive an “at risk” increase to salary and clause 11.0 rates of up to 0.4% per annum subject to meeting targets for three criteria. There will be four target periods over the term of the Agreement. Performance benchmarks have been agreed for each terminal. Pro rata payment will be made for partial achievement of criteria at the nominated achievement level. The “at risk” component will be payable when the target is achieved.

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 in accordance with the table below. The allowance does not form part of the salary for the purposes of calculating the bonus, and is paid fortnightly with the salary. Appointments are for a period of one (1) year. There shall be no automatic reappointment; reappointment shall be subject to business requirements.

<table>
<thead>
<tr>
<th>From 1 March 2015</th>
<th>From 1 March 2016</th>
<th>From 1 March 2017</th>
<th>From 1 March 2018</th>
</tr>
</thead>
<tbody>
<tr>
<td>$2939.26</td>
<td>$3015.69</td>
<td>$3094.09</td>
<td>$3174.54</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 table below.

<table>
<thead>
<tr>
<th>From 1 March 2015</th>
<th>From 1 March 2016</th>
<th>From 1 March 2017</th>
<th>From 1 March 2018</th>
</tr>
</thead>
<tbody>
<tr>
<td>$18.58</td>
<td>$19.06</td>
<td>$19.56</td>
<td>$20.07</td>
</tr>
</tbody>
</table>
11.6 Attendance at committee meetings

11.6.1 A VSE or Supplementary Employee who has been properly elected to serve on the Employee Representative Committee (also known as Site Committee) or the Health, Safety and Environment Committee shall be paid at the Clause 11 Grade 2 Rate plus a 1.5x loading for attendance at the following meetings:

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

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

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

11.6.2 FSEs attending Committee meetings in their rostered off periods will have the choice to receive a DIL or be paid overtime to a maximum accrual of 10 DIL after which, the Employee will be paid overtime for each meeting.

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

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

11.7.2 the Employee performing those duties is qualified to perform such work which is on an irregular basis and those duties do not form a substantial part of the Employee’s usual work in which circumstance the Employee shall be paid for the shift worked at the rate applicable to the higher grade.

11.8 At the agreed labour reviews, an Employee’s worked shifts (which exclude attendance at training and meetings) will be reviewed. Where the exercise of higher duties occurs on at least 70% of worked shifts over a 12 month period an Employee will be upgraded as per the examples below.

11.8.1 For example:

(a) A grade 4 Employee works 50% as a grade 6 and 20% as a grade 5 that triggers a grade 6 position which will be filled in accordance with the selection criteria.

(b) A grade 4 Employee works 20% as a grade 6 and 50% as a grade 5 that triggers a grade 5 position which will be filled in accordance with the selection criteria.

This clause shall apply unless varied in Part B.

11.9 An Employee performing work at a lower grade shall maintain his/her graded rate of pay for such work.

12.0 HOURS OF WORK

12.1 FSE ordinary hours of work are as per the relevant roster in Part B. FSE hours worked in excess of the roster will be paid at overtime provisions in accordance with the Award and as set out at Clause 13.0.
12.2 VSE’s and Supplementaries hours of work shall be based upon the provisions of the Stevedoring Award (35 ordinary hours per week) and as specified in the relevant section of this Agreement.

12.3 Shift Penalties and premiums

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

(a) day shift on Monday to Friday—no additional payment;
(b) day shift on Saturday—double the applicable clause 11.0 rate;
(c) day shift on Sunday—two and a half times the applicable clause 11.0 rate;
(d) evening shift on Monday to Friday—one and a half times the applicable clause 11.0 rate;
(e) evening shift on Saturday—double the applicable clause 11.0 rate;
(f) evening shift on Sunday—two and a half times the applicable clause 11.0 rate;
(g) night shift on Sunday to Friday—double the applicable clause 11.0 rate; and
(h) night shift on Saturday—two and a half times the applicable clause 11.0 rate.

12.3.2 FSE salaries incorporate the above shift penalty rates.

12.4 Payment for Upgrades

12.4.1 An Employee upgraded to a higher 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 11.0 of this Agreement, for the difference related to the two (2) skill grades.

12.4.2 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.

12.4.3 Upgrades that occur on shift extensions (including for FSEs) shall be paid in accordance with the Stevedoring Award at the rates set out in clause 11.0 of this Agreement.

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

12.4.5 A VSE and a Supplementary Employee will be paid the graded rate for work performed during ordinary hours, overtime and extensions.
12.5 An Employee upgraded to Grade 7 work (as defined in the Stevedoring Award) during a shift, shall be paid an hourly rate in accordance with the table below, in addition to the appropriate payment as a Grade 6.

<table>
<thead>
<tr>
<th>From 1 March 2015</th>
<th>From 1 March 2016</th>
<th>From 1 March 2017</th>
<th>From 1 March 2018</th>
</tr>
</thead>
<tbody>
<tr>
<td>$7.58</td>
<td>$7.78</td>
<td>$7.98</td>
<td>$8.19</td>
</tr>
</tbody>
</table>

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

12.6 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.

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

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.

13.2 All hours worked in excess of or outside the ordinary hours of work of the Employee shall be paid in accordance with the overtime provisions in the Stevedoring Award, that is, all shifts Monday to Saturday at double time and all shifts on Sunday at two and a half times. For the purpose of calculating an Employee’s overtime rate, the single time hourly rate shall be the applicable weekly rate for the Employee’s classification prescribed in clause 11 - Classifications and Rates of Pay of this Agreement divided by 35.

13.3 In so far as is practicable, the principle of fairness and equity will be applied by the Company in respect of the opportunity for Employees to work overtime.

14.0 ALLOCATIONS

14.1 The Company retains responsibility for placement and allocation of labour. The Company will ensure that there is a nominated on-site representative contactable for allocation queries during normal business hours. Allocations procedures and errors will be monitored and discussed regularly at ERC meetings. If there are issues it will be included as an agenda item at the six-monthly high-level enterprise agreement review.

14.2 The Company will introduce an app or web-based portal to assist employees viewing leave balances.
15.0 PUBLIC HOLIDAYS AND CLOSED PORT DAYS

15.1 Availability by Employment Category

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

15.2 Closed Port Days

15.2.1 The following days will be identified as Closed Port Days when certain Employees are required to work:

- Picnic Day;
- Good Friday;
- Anzac Day;
- Labour Day.

15.2.2 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>
</tr>
<tr>
<td>Tuesday</td>
<td>Friday</td>
</tr>
<tr>
<td>Wednesday</td>
<td>Saturday</td>
</tr>
<tr>
<td>Thursday</td>
<td>Sunday</td>
</tr>
<tr>
<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.

15.2.3 The above arrangement will not apply to Christmas Eve and Christmas Day, New Year's Eve period (evening and night shift) in which circumstance no rostered Employee will be compelled to work. The Company may however, conduct operations between the end of day shift on Christmas Eve and the
commencement of the day shift on Boxing Day calling for volunteers as required. The Company may however, conduct operations between the end of day shift on New Year’s Eve and the commencement of the day shift on New Year’s Day calling for volunteers as required.

15.3 Public Holiday and Closed Port Day payment summary table

### FSE's - FIT, WST and FRT

<table>
<thead>
<tr>
<th>Rostered / Not Rostered</th>
<th>Worked / Not Worked</th>
<th>Day type</th>
<th>Day shift or Evening shift</th>
<th>Night shift</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rostered</td>
<td>Worked</td>
<td>Public Holiday</td>
<td>Salary + (1.5 x Cl 11 rate) + meal allowance</td>
<td>Salary + (1.5 x Cl 11 rate) + meal allowance</td>
</tr>
<tr>
<td>Not Rostered</td>
<td>Worked</td>
<td>Public Holiday</td>
<td>Salary + (2.5 x Cl 11 rate) + meal allowance</td>
<td>Salary + (3 x Cl 11 rate) + meal allowance</td>
</tr>
<tr>
<td>Rostered</td>
<td>Worked</td>
<td>Closed Port Day</td>
<td>Salary + (2.5 x Cl 11 rate) + meal allowance</td>
<td>Salary + (2.5 x Cl 11 rate) + meal allowance</td>
</tr>
<tr>
<td>Rostered (with DIL Option)</td>
<td>Worked</td>
<td>Closed Port Day</td>
<td>Salary + (1.5 x Cl 11 rate) + meal allowance + DIL</td>
<td>Salary + (1.5 x Cl 11 rate) + meal allowance + DIL</td>
</tr>
<tr>
<td>Not Rostered</td>
<td>Worked</td>
<td>Closed Port Day</td>
<td>Salary + (2.5 x Cl 11 rate) + meal allowance + DIL</td>
<td>Salary + (3 x Cl 11 rate) + meal allowance + DIL</td>
</tr>
<tr>
<td>Rostered (Not required to work)</td>
<td>Not Worked</td>
<td>Closed Port Day</td>
<td>Salary</td>
<td>Salary</td>
</tr>
<tr>
<td>Not Rostered (RWO or RDO)</td>
<td>Not Worked</td>
<td>Closed Port Day</td>
<td>Salary + DIL</td>
<td>Salary + DIL</td>
</tr>
</tbody>
</table>

### FSE's - PBT only

<table>
<thead>
<tr>
<th>Rostered / Not Rostered</th>
<th>Worked / Not Worked</th>
<th>Day type</th>
<th>Day shift or Evening shift</th>
<th>Night shift</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rostered</td>
<td>Worked</td>
<td>Public Holiday</td>
<td>Salary</td>
<td>Salary</td>
</tr>
<tr>
<td>Not Rostered</td>
<td>Worked</td>
<td>Public Holiday</td>
<td>Salary + (2.5 x Cl 11 rate) + meal allowance</td>
<td>Salary + (3 x Cl 11 rate) + meal allowance</td>
</tr>
<tr>
<td>Rostered</td>
<td>Worked</td>
<td>Closed Port Day</td>
<td>Salary + (2.5 x Cl 11 rate) + meal allowance</td>
<td>Salary + (2.5 x Cl 11 rate) + meal allowance</td>
</tr>
<tr>
<td>Rostered (with DIL Option)</td>
<td>Worked</td>
<td>Closed Port Day</td>
<td>Salary + (1.5 x Cl 11 rate) + meal allowance + DIL</td>
<td>Salary + (1.5 x Cl 11 rate) + meal allowance + DIL</td>
</tr>
<tr>
<td>Not Rostered</td>
<td>Worked</td>
<td>Closed Port Day</td>
<td>Salary + (2.5 x Cl 11 rate) + meal allowance + DIL</td>
<td>Salary + (3 x Cl 11 rate) + meal allowance + DIL</td>
</tr>
<tr>
<td>Rostered (Not required to work)</td>
<td>Not Worked</td>
<td>Closed Port Day</td>
<td>Salary</td>
<td>Salary</td>
</tr>
<tr>
<td>Not Rostered (RWO or RDO)</td>
<td>Not Worked</td>
<td>Closed Port Day</td>
<td>Salary + DIL</td>
<td>Salary + DIL</td>
</tr>
</tbody>
</table>
16.0 ANNUAL LEAVE

16.1 Annual leave shall accrue and be taken in accordance with the relevant provisions of the Stevedoring Award unless otherwise stated in this Agreement. FSE’s and VSE’s will be entitled to five weeks of annual leave (Monday to Sunday unless otherwise agreed in Part B), provided that the distribution of annual leave across the various weeks of the roster cycle may be managed by the Company through the yearly leave plan prescribed in clause 16.4.

16.2 Payment for Annual Leave shall be as follows:

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

16.2.2 From commencement of the Agreement to 30 June 2017, VSE’s shall be paid at the average graded rate worked in the previous twelve month period in accordance with clause 11.0 - Classifications and Rates of Pay of this Agreement rates plus a loading of 27.5%. During periods of annual leave, leave payments are made in lieu of the VSE Minimum Salary.

16.2.3 From 1 July 2017 VSE’s shall be paid in accordance with the VSE Minimum Salary within this Agreement plus a loading of 27.5%. For the avoidance of doubt that will be 1/52 of the VSE Minimum Salary for one week of leave.

16.3 Any VSE appointed to an FSE position, will receive their annual leave accrued prior to the appointment, at the newly appointed FSE classification position as set out in Part B of this Agreement under Clause 2.0 Remuneration.

16.4 A yearly leave program will be established in consultation with the ERC for all Permanent Employees to ensure that an even distribution of leave for each skill group is taken throughout the year and to manage the distribution of FSE and VSE leave across the roster cycle, as per clause 16.1. This plan will be prepared by March 1 and implemented by May 1 each year, setting out a schedule of yearly leave arrangements covering all Employees for the following 12 month period. The yearly leave plan includes annual leave and long service leave; both must be applied for prior to 1 March.

16.5 Where an Employee has an accrued annual leave balance of less than 35 hours he/she may apply to take those days as single annual leave day/s. The process for applying to take a single annual leave day is the same approach as applying for a DIL and as set out in clauses 17.2-17.4. In instances where an employee applies for the single annual leave days connected to a full week, where the request can be accommodated it will be granted. Annual leave balances of less than 7 hours as a result of a change of category
of employment can be taken as a day of annual leave, however the payment will be
equal to the hours accrued.

16.6 An Employee by agreement with the Company may carry over accrued annual leave to
the following twelve (12) month period.

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

16.7.1 any period of leave granted by the Employer; or

16.7.2 any absence because of personal illness or accident of which the Employee
must provide reasonable proof; or

16.7.3 up to 28 days absence per year for a returned serviceperson receiving
treatment at any hospital or rehabilitation centre for disability or illness resulting
from war service; or

16.7.4 any absence on account of jury service or under subpoena in a court or other
tribunal; or

16.7.5 any absence to attend consultation meetings in accordance with clause 9.0; or

16.7.6 any absence on paid compassionate leave; or

16.7.7 any absence with reasonable cause of which the Employee must provide
reasonable proof; or

16.7.8 any other absence unless the Company notifies the Employee or where
relevant his or her Union within 14 days of the Employee returning to work that
the absence will be regarded as having broken the continuous service;

16.7.9 In calculating the period of continuous service, any absence of paid leave or
through personal illness or accident in circumstances under which the Company:

(a) is liable to pay workers’ compensation or damages at common law; or

(b) would be so liable to pay workers’ compensation only for the fact that the
period in question is less than the minimum compensable period under
the relevant legislation,

shall be counted to the extent of 130 days in any one year;

16.7.10 and if a dispute arises in relation to paragraph 16.7.6 it must be resolved
according to the clause 29 Dispute Resolution.

16.8 Any Employee who is granted unpaid leave, is not covered by clause 16.7 and shall not
be entitled to any accruals of Annual Leave and Long Service Leave. This shall not break
continuity of service.

17.0 DAYS IN LIEU (DIL)

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

<table>
<thead>
<tr>
<th></th>
<th>FIT</th>
<th>PBT</th>
<th>WST</th>
<th>FRT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Number per day</td>
<td>3</td>
<td>6</td>
<td>6</td>
<td>3</td>
</tr>
<tr>
<td>(Monday-Friday)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Number per shift</td>
<td>1</td>
<td>2</td>
<td>2</td>
<td>1</td>
</tr>
<tr>
<td>Number per day</td>
<td>0*</td>
<td>3</td>
<td>3</td>
<td>2</td>
</tr>
<tr>
<td>(Saturday-Sunday)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

*FIT will move to the same number of days as FRT if Weekend arrangements change.

Rules

17.3 A DIL may be applied for at any time with any notice and will be automatically approved subject to the above limits to a maximum of 1 Foreman, 1 Equipment Controller and 1 Cargo Care per shift and on weekends. Nothing prevents the Company from approving additional DIL applications if it is able to, subject to business requirements.

17.4 Any other days/shifts over and above the table will be approved subject to skills and labour availability.

18.0 PERSONAL/CARER’S LEAVE

This clause shall be read in conjunction with clause 23 of the Stevedoring Award. For the purpose of this clause, ‘Year’ means the period between 1 July in one year and 30 June the following year.

18.1 Amount of Personal/Carer’s Leave

18.1.1 Yearly Amount

A Permanent Employee shall be entitled to 13 days’ Personal/Carer’s leave per year which consists of both personal leave (up to 10 days per year) and carer’s leave.

18.1.2 Accumulation of Personal/Carer’s Leave

(a) In any year, unused Personal/Carer’s leave accrues at the rate of 10 days less the amount of sick leave taken from the current years’ personal leave entitlement; and

(b) the amount of carer’s leave taken, in excess of 3 days from the current years’ personal leave entitlement.

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

18.3 Payment for Personal/Carer’s leave shall be as follows:

18.3.1 FSE’s shall be paid at the salaried rate as specified for the Employee’s classification in the relevant section of this Agreement.
18.3.2 VSE’s shall be paid eight hours for each day of leave until 30 June 2017 at the average graded rate worked for the previous 12 months as specified in clause 11.0 - Classifications and Rates of Pay of this Agreement.

18.3.3 From 1 July 2017 VSE’s shall be paid one-fifth (1/5) of the weekly VSE Minimum Salary for each day of leave.

18.4 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.

18.5 Where an Employee has no entitlement to Personal/Carer’s leave and the Employee seeks carer’s leave, the Company will consider the merits of the circumstance of the request and may apply its discretion to assisting the Employee.

18.6 Casual employees (Supplementaries) are entitled to Personal/Carer’s leave in accordance with the Act and must comply with the evidentiary requirements set out in Appendix 1.

18.7 Compassionate leave

18.7.1 An Employee is entitled to 3 days’ leave on each occasion of death of a member of the Employee’s immediate family or household.

18.7.2 The Employee must give the Company notice of the intention to take such leave as soon as practicable after the death and give the Company satisfactory evidence of such death.

18.7.3 Payment for Compassionate leave shall be as follows:

(a) FSE’s shall be paid at the salaried rate as specified for the Employee’s classification in the relevant section of this Agreement.

(b) From commencement of the Agreement to 30 June 2017 VSE’s shall be paid eight hours for each day of leave at the average graded rate worked for the previous 12 months as specified in clause 11.0 - Classifications and Rates of Pay of this Agreement.

(c) From 1 July 2017 VSE’s shall be paid one-fifth (1/5) of the weekly VSE Minimum Salary for each day of leave.

(d) Casual Employees (supplementaries) are entitled to Compassionate Leave, this leave is unpaid in accordance with the Act.

18.8 Cashing out of Personal Leave

18.8.1 An Employee may have their accrued personal leave cashed out in accordance with the following provisions:

(a) If s/he retires, is made redundant or dies. In the case of death, the Employee’s legal representative will be paid an amount equivalent to the Employee’s unused accumulated sick leave entitlement;

(b) resigns after 5 continuous years of service;

(c) has their employment terminated after 5 continuous years of service;

(d) is accepted by their superannuation fund as totally or permanently disabled;
the Employee will be paid an amount equivalent to the Employee’s unused accumulated sick leave entitlement.

18.8.2 Where an Employee has accumulated in excess of 28 days unused personal leave, they may elect to receive payment for any amount of personal leave in excess of 28 days provided they do so between 1 July and 31 July each year. In cases of hardship, employees may apply at any time on a case by case basis.

18.8.3 Any personal leave cashed out in accordance with 18.8.1 will be paid at clause 11 - Rates of Pay where a day of personal leave is 8 hours.

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

18.10 Gifting of Personal/Carer’s Leave

18.10.1 Permanent Employee(s) covered by this Agreement may elect to gift one or more days of Personal/Carer’s Leave or DIL to an Eligible Employee.

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

(a) genuine medical;

(b) compassionate; or

(c) carer’s responsibilities.

18.10.3 Operation of the Gifting provision

(a) The Eligible Employee has exhausted all of his/her Personal/Carer’s Leave and is not in receipt of Income Protection or Workers Compensation payments.

(b) The Eligible Employee may notify their nominated representative but must notify the Company directly of the circumstances why they qualify to become an Eligible Employee.

(c) Once eligibility is determined, Employees will be notified that there is an Eligible Employee and Employees are invited to Gift leave if they wish.

(d) Permanent Employees who wish to gift Personal/Carer’s Leave or accrued DIL will be able to do so, individually, via a signed form.

(e) The Company will accept Gifting forms for a period of four weeks.

(f) The Personal/Carer’s Leave or DIL balance of the employee(s) gifting leave will be reduced by one day for each day of Personal Leave or DIL gifted. An employee who is gifting Personal/Carer’s Leave must retain a minimum accrued balance of 5 days Personal/Carer’s Leave. Gifting that takes an Employee’s Personal/Carer’s Leave balance below this level will not be approved.
(g) There is no upper limit on how many days an Employee may gift an Eligible Employee.

(h) Once the leave is Gifted it becomes that of the Eligible Employee.

(i) The Eligible Employee in receipt of gifted leave shall have the amount converted to the number of days at Eligible Employee’s personal equivalent graded entitlement.

(j) The Eligible Employee is required to update the Company on their circumstances monthly, or less frequently as otherwise advised.

(k) A review will occur after the first three months absence and every three months thereafter.

(l) If an Eligible Employee is Gifted leave and s/he returns to work before they have exhausted their Gifted leave it may be cashed out.

18.11 Income Protection (IP)

18.11.1 The Company will provide an income protection policy in favour of its Employees who are covered by this agreement from the date of implementation and the value will not exceed 2% of Employee earnings. This insurance is available until 28 February 2019 at which time income protection provision will be reviewed. In the event that IP is discontinued during the nominal term of the Agreement, the percentage value for an individual employee will be added to the salary/clause 11 rates.

18.11.2 Income protection insurance is to provide all Employees with a capped replacement wage where an Employee is unable to attend for work because of personal injury or illness.

18.11.3 The Company will pay the insurance premium to the agreed Fund (the Fund). The parties to this Agreement may vary the Fund by agreement, if it is not meeting our joint objectives.

18.11.4 Where a worker is accessing income protection insurance, Personal Leave shall not be debited except by agreement. It is the Employee’s responsibility to notify the Company should they wish to stop receiving paid Personal/Carer’s Leave if they have sought Personal/Carer’s Leave to be granted.

18.11.5 Benefits provided by this insurance will cease when the Employee is determined fit to resume duties by a qualified medical practitioner or upon reaching the maximum limit of the insurance benefits provided by the fund, whichever is sooner.

18.11.6 It is all Parties’ intention that Employees will proactively manage their illness or injury and try to return to work as soon as possible.

18.11.7 Employees on income protection insurance are required to stay in touch with the Company on a regular basis (at least monthly unless otherwise agreed). The Company will continue to monitor the Employee’s long term absence.

18.11.8 The Company shall not terminate an Employee whilst in receipt of Income Protection, whilst there is a reasonable prognosis of their return to work in their pre injury capacity.
19.0 WORKERS COMPENSATION

19.1 The Company shall make-up pay only for Permanent Employees, to the equivalent of 35 ordinary hours at the clause 13 rate set out in the Stevedoring Award at the Employee’s equivalent grade. If the workers’ compensation payment is greater, than the 35 ordinary hours payment rate, then the Employee shall receive the workers’ compensation payment in full and make up pay shall not apply.

19.2 For casually engaged Employees (Supplementary Employees) the amount payable will be that proportion of the relevant 35 hour ordinary Stevedoring Award wages corresponding to the average of the hours worked over the 3 month period prior to the workers’ compensation claim.

20.0 PARENTAL LEAVE

20.1 The Company has a Parental Leave Policy. The policy is available from your local HR team or via the intranet.

21.0 SAFETY

21.1 Objectives

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

  21.1.2 It is the intention of all parties to this Agreement to implement the best achievable level of health and safety within the Company’s operations.

  21.1.3 Consistent with the general intention of this Agreement to facilitate and encourage the development of world’s best practice in all facets of the Company’s operations, all parties are committed to continuous improvement in occupational health, safety and environment standards in the workplace.

21.2 Responsibilities

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

  21.2.2 Employees must take reasonable care for themselves and others, they must comply with reasonable instructions and cooperate with relevant Company Policies and procedures.

21.3 Regulatory Framework

  21.3.1 The Parties will ensure compliance with the Work Health and Safety Act (including Regulations, the Safe Work Australia Stevedoring Guidelines 2009, Marine Orders 32, agreed Guidelines and Codes of Practice made under the legislation) and the Company's Safety Policy and Procedures.

21.4 Consultation

  21.4.1 The parties recognise that communication and consultation is an essential part of managing health and safety risks. A safe workplace is more easily achieved when everyone involved in the work communicates with each other to identify hazards and risks, talks about any health and safety concerns and works together to find solutions. By drawing on the knowledge and experience of Employees and health and safety specialists, more informed decisions can be made about how to carry out work safely.
21.4.2 The Company commits to communicate and consult with employees and HSRs about matters which affect, or are likely to affect, the health and safety of employees. This consultation will include sharing with the employees and HSRs information about health and safety matters; giving the employees a reasonable opportunity to express their views; and taking into account those views.

21.4.3 Consultation with Employees will be done as effectively and as far as reasonably practicable. This does not necessarily mean it is feasible to discuss with every:

(a) Employee; or
(b) Elected HSR’s; or
(c) Safety Facilitator.

21.5 Consultative mechanisms

The parties agree to establish consultative mechanisms as a vehicle for consultation and to contribute to improved health and safety in the workplace. Consultative mechanisms will include Health and Safety Representatives (HSR’s), a Health, Safety and Environment Committee and Safety Facilitators where applicable.

21.5.1 HSRs shall be elected to represent fellow employees by fellow employees in respect of Work Health and Safety matters.

21.5.2 Elected HSRs shall choose a regulator-approved course of training, in accordance with the provisions set down in Legislation. The timing of the training will be scheduled in consultation with the Company, taking into account operational needs, and in normal circumstances within three months of being requested.

21.5.3 A Health, Safety and Environment Committee shall be established at each site.

21.5.4 At least half of the members of the Health, Safety and Environment Committee must be workers who are elected by the Employees. The Health, Safety and Environment Committee will develop a constitution, consistent with local regulations.

21.5.5 The Parties will ensure that Safety Facilitators, where applicable, are as effective as possible in promoting safety and adherence to all relevant Acts, Regulations, Codes of Practice, Marine Orders, Guidelines and policies.

21.6 Facilities and assistance to promote consultation

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

21.7 Procedures for Dealing with Health and Safety Issues and Incidents

21.7.1 All employees have a responsibility to report concerns regarding health and safety in accordance with Company reporting mechanisms. An employee must raise any safety incident or issue with their foreman or equivalent and subsequently to the person in charge (PIC) or shift supervisor or shift manager without undue delay. Where it relates to a concern and it cannot be immediately addressed, a similar process must be followed.
21.7.2 Where a hazard is identified, all employees, management and their representatives must take immediate steps to prevent others from being harmed, including but not limited to:-

(a) Removing or fixing the hazard immediately;
(b) Following established procedures including communicating as set out in 21.7.1 above;
(c) Immediately removing personnel from the affected area;
(d) Getting someone to warn others while attempts are made to control the hazards; and
(e) Putting up temporary barriers or signs or other forms of control measures.

21.7.3 Where Employees have a reasonable concern of a serious risk arising from immediate, imminent or impending hazard, work may cease in the immediate vicinity until the issue is investigated and dealt with in accordance with established processes.

21.7.4 During any period for which work has ceased, the employer may assign any employees whose work is affected to suitable alternative work. There shall be no loss of pay where work has ceased consistent with the procedure set out in Clause 21.7.

21.7.5 Employees have the right at any stage of the processes described herein to be represented by a Union official however this does not preclude the continuation of operations/work. The Company will continue to recognise that a HSR or employee nominated safety representative may participate in the process.

21.8 Manning

21.8.1 Manning for any operation will be entirely based on safe practice and operational requirements as determined by management in accordance with occupational health and safety legislation.

21.8.2 Where the Company decides to make a change to established manning arrangements that require a risk assessment to be conducted, it will consult with an available HSR and the elected HS&E Committee.

21.8.3 In conducting a risk assessment the Company will include HSR/s or an elected HS&E Committee member/s and other experienced individuals where appropriate.

21.9 Safety Issues and Incidents

21.9.1 Notwithstanding the rights of parties within the Work Health and Safety Act, the parties acknowledge that Work Health and Safety legislation (as varied from time to time) provides for rights, duties and obligations in relation to dealing with and responding to safety issues and incidents, including in relation to:

(a) reporting of incidents;
(b) following Company processes and procedures; and
(c) The parties also acknowledge that Company policies and procedures, as varied from time to time, also deal with safety issues and incidents, including the process for reporting and dealing with such matters.

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

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

21.10 Health and Safety Representatives (HSR’s)

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

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

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

22.0 DRUG AND ALCOHOL TESTING

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

22.2 Testing for drugs will be conducted via initial oral swab testing and confirmatory urine testing; initial and confirmatory testing for alcohol will be conducted via breath test.

23.0 FIRST AID

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

23.2 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.

24.0 LONG SERVICE LEAVE

24.1 An Employee shall be entitled to Long Service Leave (LSL) in accordance with this Agreement and the Stevedoring Long Service Leave Award except as varied herein.

24.1.1 Old long service leave accrued prior to 30 June 2011 was accrued at the rate of 0.87 weeks per year of completed service.

24.1.2 All Permanent Employees’ LSL accrual after 1 July 2011 accrues at the rate of 1.3 weeks per year of completed service.
24.1.3 Employees will have access to long service leave entitlements when they have accrued 13 weeks.

24.1.4 An Employee shall be entitled to pro rata long service leave if an Employee has completed at least 7 years qualifying service and is eligible for pro rata long service leave as set out in the Stevedoring Long Service Leave Award.

24.2 Payment for long service leave shall be as follows:

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

24.2.2 From commencement of the Agreement up to 30 June 2017 Variable Salary Employees shall be paid at the average graded rate worked in the previous twelve months as specified in clause 11.0 of this Agreement plus a loading of 27.5%.

24.2.3 From 1 July 2017 VSE’s shall be paid LSL at the weekly VSE Minimum Salary plus a loading of 27.5%.

24.3 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 11.0 – Classifications and 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 VSEs”)).

24.4 Any leave accrued for VSEs and GWEs prior to *24 January 2003 will be paid at the clause 11.0 Grade 2 rate of pay and be taken before any leave accrued since that date (“Old Long Service Leave for VSEs and GWEs”).

24.5 Notwithstanding subclauses 24.3 and 24.4 an Employee may make a once only election to convert the total value of:

24.5.1 Old long service leave for Permanent Employees (excluding VSEs); or

24.5.2 Old long service leave for VSEs and GWEs into a shorter period of leave by dividing the value of such leave by the rate specified in 24.2.1 or 24.2.3 as the case may be. Such leave would then be paid at the rate specified in 24.2.1 or 24.2.3 as the case may be.

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

24.6 VSE’s appointed to an FSE position will have their LSL converted to the FSE salaried rate at the rate of the appointment.

24.7 Accrued LSL may be taken in weekly blocks.

24.8 LSL applied for by 1 March for the yearly leave plan will be prioritised; ad hoc requests throughout the year will only be granted if it can be operationally accommodated.

24.9 If other employees seeking to take LSL exceed the agreed yearly leave plan numbers the employee with the most LSL will be prioritised. LSL will not be cashed out during the course of employment.

* Date applicable to DP World Melbourne only.
25.0 UNION TRAINING AND EDUCATION LEAVE

25.1 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.

25.2 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. The terminal manager will approve during the life of the Agreement Branch and National conferences and other mutually agreed conferences (capped at 5 people per site for a maximum absence of 5 days). The manager of the enterprise shall not unreasonably withhold approval for an Employee to attend union training and education as defined in 25.2 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.

25.3 Unless otherwise agreed to by the manager, leave under this clause shall be limited to the equivalent of 5 per cent of Employees taking five days’ leave in each year from the date of implementation of this Agreement and subject to 25.2 in any variation thereof as sought by the Union Branch Secretary.

25.4 For the purposes of this clause ordinary time earnings referred to in 25.1 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.

25.5 This clause is not intended to operate for the purposes of leave for Employee Representatives required to be absent from work to assist the Union represent its member’s interests or for participating in the formal structures of the Union and for which separate arrangements are made elsewhere within this Agreement.

26.0 VOCATIONAL TRAINING AND EDUCATION

26.1 Purpose of this clause

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

26.2 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.

26.3 Application of training

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

26.4 Training delivery

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

26.4.2 As 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.

26.5 Access to training

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

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

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

26.6 Consultation

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

26.7 Rates of pay and expenses whilst undertaking training

26.7.1 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.

26.7.2 A VSE or Supplementary Employee who undertakes vocational training and education approved by the Company shall be paid the Grade 2 rate whilst training in accordance with the terms of this Agreement.

26.7.3 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.

26.7.4 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.

26.8 Licences, trade certificates and qualifications

26.8.1 Where the Company requires an Employee to obtain or maintain a licence / trade licence, or any other statutory requirement or qualification i.e., High Risk Licence, the Company will reimburse the Employee for the costs associated with obtaining and maintaining such licence/ trade licence, or any other statutory requirement or qualification (upon provision of an acceptable receipt). An Employee shall not suffer any loss of pay.

26.8.2 The Company is committed to completing the certification process for Cert II for those Employees who have completed the required training, via Recognition of Prior Learning (RPL). The timing of the completion of the RPL process will be determined at a local terminal level.

27.0 INTRODUCTION OF CHANGE

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

27.1 Accordingly:

27.2 Company duty to notify

27.2.1 Where the Company has made a definite decision to introduce changes in production, program, organisation, structure or technology that are likely to have significant effects on Employees, the Company undertakes to notify the Employees who may be affected by the proposed changes and the National Secretary/National Official and relevant Branch Secretary/Official of the Union.

27.2.2 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.

27.3 Company duty to discuss change

27.3.1 The Company undertakes to discuss with the Employees affected and the Union, inter alia, the introduction of the changes referred to in clause 27.2, 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.

27.3.2 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 27.2. 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.

27.4 Implementation of change

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

27.4.2 Where subject to the provisions of the clause, the Company exercises its rights to implement change in the workplace and the Union disagrees 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 FWC for conciliation and arbitration if necessary.

27.5 Roster Changes

27.5.1 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.

27.5.2 When ship berthing arrangements change and the Company has an essential need for roster changes, the Union/Employees shall provide the flexibility to address the necessary changes. Any such changes will be implemented in accordance with clauses 27.3 and 27.4. In these circumstances, information relating to changed berthing arrangements will be provided to the Union and Employees to facilitate such discussions.

27.5.3 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.

27.5.4 Any change may occur only after all other mechanisms and alternatives have been considered and proved ineffective.

28.0 PERSONAL GRIEVANCE PROCEDURE

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

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

28.1.2 that the Company has taken some other action which is unjustifiable.
28.2 In the case of a grievance described in 28.1.1, 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.

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

(a) the grounds on which the appeal is lodged;

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

28.2.2 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.

28.2.3 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.

28.3 In the case of a grievance described in 28.1.2, the Employee allegedly aggrieved or his/her Union representative may give notice to management of his/her concern within 30 days of the action being taken or advice being given to the individual, whichever is the latter. In the event that the concern cannot immediately be alleviated by management, depending on the nature of the alleged grievance, one or more of the following options shall be adopted as a means of its resolution:

28.3.1 Discussions between management and Union representative;

28.3.2 Reference to a mutually agreed conciliator/arbitrator.

28.3.3 Reference to the FWC for conciliation.

28.4 In the case of a grievance described in 28.1.2, the parties agree that the matter will where possible be determined within one month of the grievance being notified.

29.0 DISPUTE RESOLUTION

29.1 In the event of a dispute arising in the workplace in regard to the application of this Agreement or the National Employment Standards (other than under s65(5) and 76(4) of the Act), the procedure to be followed to resolve the matter shall be as follows:

29.2 The parties shall attempt to resolve the matter at the workplace level including but not limited to:

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

29.2.2 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).

29.2.3 If the matter is not resolved at such a meeting the parties arranging further discussions involving more senior levels of management (as appropriate). In advance of this meeting the nature of the dispute must be particularised and must contain desired resolution provided in writing.
29.2.4 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 FWC for conciliation.

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

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

29.3 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.

29.4 The parties must co-operate to ensure that the dispute resolution procedures are carried out as quickly as is reasonably possible.

30.0 VARIABLE SALARY EMPLOYEE (VSE)

30.1 Terms of engagement

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

30.1.2 A VSE will be available for totally irregular allocation, this does not prevent the Parties entering into an indicative roster by agreement.

30.1.3 A VSE must be reasonably available to meet the VSE Minimum Salary and business requirements. A VSE will have a maximum number of shifts they can make themselves unavailable for set out in Part B.

30.1.4 A VSE may voluntarily elect to apply for up to 10 days (non-accruable) either self-funded or non-funded planned time off in a twelve month period. These days can be applied for seven days in advance and will be approved subject to the table below:

<table>
<thead>
<tr>
<th>Number of employees who will be granted leave per day</th>
<th>FIT</th>
<th>PBT</th>
<th>WST</th>
<th>FRT</th>
</tr>
</thead>
<tbody>
<tr>
<td>3</td>
<td>6</td>
<td>6</td>
<td>6</td>
<td>3</td>
</tr>
</tbody>
</table>

Employees need to opt into the scheme by 1 February 2016 each year with the year commencing 1 March. An Employee cannot access a day off until they have accrued the equivalent value of full day in ‘bank’. Once in scheme it is up to the Employee to elect to be removed. Employees can accrue a maximum of 10 VSE self-funded days, any days in excess of 10 will be cashed out. Where an employee fails to apply for VSE days in a 12 month period, they will be unable to participate in the scheme the following year.

30.1.5 A VSE shall not be required to work more consecutive shifts than the equivalent FSE in the same location.
30.1.6 A VSE may elect to downgrade to a Supplementary employee by giving 4 weeks’ notice to the Company. All entitlements shall be paid out at the end of the notice period. In these circumstances the Employee shall not be eligible for promotion under clause 31.1.4 of this Agreement.

30.2 Payment

30.2.1 A VSE will be engaged as a grade 2 in accordance with the Stevedoring Award. Subject to clause 12.4, where a VSE is engaged in work of a higher grade, the Employee shall be paid the rate for the higher grade.

30.2.2 Payment for public holidays and time worked by a VSE including higher duties, shift premiums, consolidated allowance (where applicable) and overtime work shall be off-set against the Employee’s VSE Minimum Salary prescribed in sub-clause 30.3 of this Agreement. Annual Leave and Long Service Leave premiums shall be paid in addition to the VSE Minimum Salary and shall be exempt from any payback arrangement.

30.2.3 The VSE Minimum Salary will not apply whilst a VSE is in receipt of workers’ compensation payments (refer to Clause 19). A VSE shall be entitled to payment of the rates as specified in clause 11.0 – 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.

30.2.4 The ordinary time hourly rate of a VSE shall be the weekly rate for a grade 2 Employee, as specified in clause 11.0 – 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.

30.2.5 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.

30.3 VSE Minimum Salary

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

<table>
<thead>
<tr>
<th>From 1 March 2015</th>
<th>From 1 March 2016</th>
<th>From 1 March 2017</th>
<th>From 1 March 2018</th>
</tr>
</thead>
<tbody>
<tr>
<td>$70,000</td>
<td>$70,000</td>
<td>$71,820</td>
<td>$73,687</td>
</tr>
</tbody>
</table>

30.3.2 A VSE shall receive the Minimum Salary described in clause 30.3.1 or their actual earnings each fortnight, whichever is the greater. In the event that VSEs actual earnings do not meet the Minimum Salary in any fortnight, that amount will be deducted from actual earnings in the next pay period.

30.3.3 The Company may revise the VSE Minimum Salary subject to the following:

(a) In the event that the average earnings of VSE’s are at or near the Minimum Salary, the Company may revise the VSE Minimum Salary for
all VSE’s subject to consultation with the Union prior to reducing the Minimum Salary.

(b) Where the Minimum Salary has been reduced in two steps by a total of 15% or more of VSE Minimum Salary in a 12 month period the Company will consult with the Union on the need to reduce numbers of VSE’s in accordance with clause 8.18.

30.4 Consolidated Allowance

30.4.1 VSE’s are paid a Consolidated Allowance for each shift worked. The Consolidated Allowance is an all up rate to take into account allowances applicable under the Stevedoring Award. The Consolidated Allowance will be offset against the VSE Minimum Salary in clause 30.3.1.

<table>
<thead>
<tr>
<th></th>
<th>FIT</th>
<th>PBT</th>
<th>WST</th>
<th>FRT</th>
</tr>
</thead>
<tbody>
<tr>
<td>From 1 March</td>
<td>$31.75</td>
<td>$26.19</td>
<td>$23.81</td>
<td>$27.56</td>
</tr>
<tr>
<td>2015</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>From 1 March</td>
<td>$40.00</td>
<td>$40.00</td>
<td>$40.00</td>
<td>$40.00</td>
</tr>
<tr>
<td>2016</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>From 1 March</td>
<td>$41.04</td>
<td>$41.04</td>
<td>$41.04</td>
<td>$41.04</td>
</tr>
<tr>
<td>2017</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>From 1 March</td>
<td>$42.11</td>
<td>$42.11</td>
<td>$42.11</td>
<td>$42.11</td>
</tr>
<tr>
<td>2018</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

31.0 SUPPLEMENTARIES

31.1 Terms of Engagement

31.1.1 Supplementaries shall be recruited and trained in accordance with the Company’s requirements.

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

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

31.1.4 All active Supplementary Employees who have worked for greater than 9 months and whose earnings for the previous nine months exceed the VSE Minimum Salary prorated for a VSE, will be appointed to the position of VSE.

31.1.5 The appointment will be subject to satisfactory performance.

31.2 Payment

31.2.1 A Supplementary Employee will be engaged as a grade 2 in accordance with the Stevedoring Award. Subject to clause 12.4, where a Supplementary is engaged in work of a higher grade, the Employee shall be paid the rate for the higher grade.

31.2.2 Supplementaries shall be entitled to an hourly rate equivalent to 1/35th of the weekly rate as specified in clause 11.0 plus a loading of 25%, shift and holiday
premiums, overtime and meal allowances where applicable in accordance with
the Stevedoring Award. Supplementary Employees are not entitled to receive the
consolidated allowance.

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

31.2.4 The Company will consult with the Union and Site Committee prior to any
recruitment process for the employment of any Supplementary Employees.

32.0 OUTSOURCING

32.1 It is not the intention of the Company to engage any additional contractors to supply
personnel to fill any jobs, duties, functions or related tasks covered by the Agreement.

32.2 Core equipment and tasks (e.g. QC, ACS, Straddle, RTG, lashing, etc.) shall continue to
be maintained/perform/operated by employees covered by this agreement.

32.3 Specialist maintenance tasks may be outsourced after consultation, if the maintenance
employees lack the appropriate skills or qualifications.

32.4 It is not the intent of the Company to reduce the number of Permanent Maintenance
employees conducting existing work.

32.5 The parties recognise the following tasks are currently outsourced:

(a) Cleaning;
(b) Security;
(c) Linemarking; and
(d) Certain maintenance tasks.

32.6 It is the intention of the Parties to continue to have core equipment maintained through
the engagement of in house permanent Tradesmen (Electrical and Mechanical), other
than specialist tasks which may/will continue to be handled by suppliers, contractors and
other parties.

32.7 The Company is committed to maintaining and after assessment, providing additional
skills and experience to the existing Maintenance staff to deliver optimised maintenance
outcomes and opportunities.

32.8 If Employees covered by this agreement are appropriately skilled, have the capability
and capacity to perform the work they will be the first considered to perform the task,
prior to engaging contractors.

32.9 Maintenance tasks may be outsourced if they are unable to be satisfactorily handled by
the Company's permanent Tradesmen, after consultation.

32.10 Maintenance tasks may be outsourced if they are unable to be satisfactorily handled for
whatever reason within the rostered time available, by the Company's permanent
Tradesmen, after consultation. Where rostered hours have been reduced as a temporary
measure, consideration should be given to increasing hours where the workload can be
sustained.
32.11 Where the use of contractors exists within the classifications covered by this agreement, the parties shall discuss where training and skills development could be considered for existing maintenance staff with the aim of removing or reducing the need for outsourcing or contracting out. These discussions shall be directed at ensuring the achievement of cost effective, efficient and optimised maintenance outcomes for the Company. Discussions will include consideration of the merits of training and skills development against the ad hoc requirement to use contractors or outsourcing arrangements including the cost of training against the frequency/currency of skills use.

32.12 Where existing and/or contractual arrangements are in place, these shall continue. This does not prevent the parties discussing the arrangements currently in place, as outlined in the paragraph above.

32.13 Where tasks are outsourced or contractors engaged the Company will provide the ERC/Site Committee updates on forecasted length of engagement and reasons for continued use.

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

32.15 For the avoidance of doubt, this clause is not intended to act as a probation or limitation on the use of contractors or outsourcing (whether referred to or not in this clause).

33.0 MOORING & UNMOORING

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

34.0 TRANSFER OF AN EMPLOYEE TO A NEW POSITION

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

35.0 SALARY SACRIFICE – NOVATED LEASE

35.1 Subject to agreement by the Company, eligible FSE’s 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.

35.2 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.

35.3 For the purposes of calculating an FSE’s redundancy entitlement in accordance with the clause 8.18.9, the applicable salary shall be the pre-sacrifice ‘salary’ as prescribed in this Agreement.

36.0 JURY SERVICE

36.1 The provisions of the Act shall apply in relation to jury service.

36.2 In addition to the provisions of the Act, if a Supplementary or a VSE is required to be absent from work as a result of jury service, the Employee shall be entitled to be paid 8
hours at the clause 11.0 Grade 2 rate of pay for each day of service up to a maximum of 10 days.

37.0 DOMESTIC VIOLENCE

37.1 The Parties to the Agreement are committed to providing support to employees who experience domestic violence. The Company has a Domestic Violence Support Policy which outlines various support mechanisms and avenues for assistance.
APPENDIX 1. ABSENCE MANAGEMENT

1. The Company understands that from time to time, Employees are unable to attend work:

   (a) because the employee is not fit for work because of a personal illness, or personal injury, affecting the employee; or

   (b) to provide care or support to a member of the employee’s immediate family, or a member of the employee’s household, who requires care or support because of:

      (i)  a personal illness, or personal injury, affecting the member; or

      (ii) an unexpected emergency affecting the member due to a need to address genuine health concerns and/or carer’s responsibilities.

2. Employees are not required to provide evidence for up to seven (7) days of Personal/Carer’s Leave in any financial year unless otherwise detailed below.

3. To ensure Personal/Carer’s is used for genuine purposes, the Company requires Employees to provide the following evidence to substantiate their absences in any of the following circumstances:

   (a) Any absence in excess of seven (7) uncertified days in a financial year must be accompanied by a medical certificate from a qualified medical practitioner for every absence.

   (b) An Employee will be placed on an AMP for a period of six (6) months where a medical certificate is not provided in excess of seven (7) uncertified days of Personal/Carer’s Leave or the Employee has a readily identifiable pattern of unreasonable absence.

   (c) Employees who take consecutive Personal/Carer’s Leave days shall be required to provide a medical certificate. This overrides 2 and 3(a) above.

   (d) Employees who are subject to an AMP must provide a medical certificate for any absence. This overrides 3(a) above.

   (e) If the AMP is breached, an Employee will be placed on a formal warning and any breach thereafter follows the disciplinary process.

   (f) The parties accept that there may be circumstances where an employee is required to access genuine personal leave for an ongoing period. When the Company has a need to review an employee’s period absence, the Company will take into account the legislation as well as individual circumstances. The overriding test will be the prognosis relating to an employee’s ability to perform the inherent requirements of the role.

   (g) Personal/Carer’s Leave absences for either:

      (i)  the day prior to or following a public holiday; or

      (ii) during periods of industrial action

          must be accompanied by a medical certificate. In the event that a certificate is not provided the absence will not be paid.

   (h) In the cases where medical certificates must be provided as outlined, the certificates must be provided to management promptly and generally within his/her next three rostered shifts.
(i) Failure to provide a medical certificate will deem the absence as uncertified.

(j) In all circumstances backdated medical certificates will not be accepted.

4. Employees in need of multiple consecutive days off will advise HR or Allocations of the period of absence as soon as practicable. Once an Employee has advised either HR or Allocations they are then not required to contact Microster for the remainder of the notified period of absence.

5. Except as outlined above regardless of the requirement to produce medical certificates or not, every Employee has an obligation to contact Microster in accordance with the shift notification times and arrangements as detailed in Part B.

6. If an Employee Fails to Report (FTR) by the required time owing to illness or injury, s/he will be paid personal leave if s/he has a balance. This does not prohibit the Company exercising disciplinary sanctions for the FTR. If an Employee FTRs and there are exceptional circumstances the Company will take these into account when determining whether the FTR stands. The definition of an FTR will be detailed in Part B of this Agreement.

7. Where an Employee fails to substantiate personal leave absence with a medical certificate for any of the situations outlined in 3. above or if the Employee does not comply with the shift notification times, the Employee’s absence may be regarded as unauthorised and therefore in breach of Company policy which may result in disciplinary action.

Carer’s leave

8. Carer’s leave will be applied for and granted in accordance with the provisions of the Agreement and, where applicable, the Stevedoring Award. Evidence to support a claim in the form of a medical certificate for the immediate family member requiring care is required for payment of the leave in accordance with the Agreement.
APPENDIX 2. SELECTION CRITERIA

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

Criteria weightings

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Threshold requirements</strong></td>
<td>20</td>
</tr>
<tr>
<td>- Physical ability to undertake inherent requirements of the stevedoring role.</td>
<td></td>
</tr>
<tr>
<td>- Prerequisite skill level as applicable for the position including consideration of agreed pathways.</td>
<td></td>
</tr>
<tr>
<td>- No final warnings on file for previous 12 months.</td>
<td></td>
</tr>
<tr>
<td>- For a FSE to be eligible for promotion they must have been a FSE for a period of 12 months. For a VSE to be eligible to be considered to be promoted to FSE they must have been a VSE for a period of 2 years.</td>
<td></td>
</tr>
<tr>
<td><strong>Performance, Behaviour and Safety</strong></td>
<td>20</td>
</tr>
<tr>
<td>- As a minimum, equal representation from both management and the employees or an alternative ratio as agreed at the respective terminal.</td>
<td></td>
</tr>
<tr>
<td>- The relevant category should be represented on the panel as part of the employee 50% representation - i.e. if the role is a clerical upgrade, clerks are to be on the panel.</td>
<td></td>
</tr>
<tr>
<td>- Each site will determine and agree the appropriate questions to ask in advance of the assessment.</td>
<td></td>
</tr>
<tr>
<td><strong>Skill and Experience</strong></td>
<td>20</td>
</tr>
<tr>
<td>- Each site will determine and agree the appropriate measures and weightings to assess skill and experience. For promotion - higher score for more skills. For training - lower score for more skills.</td>
<td></td>
</tr>
<tr>
<td><strong>Disciplinary</strong></td>
<td>20</td>
</tr>
<tr>
<td>Does not include FTR or AMP or Availability</td>
<td></td>
</tr>
<tr>
<td>- No Formal warnings = 20 points</td>
<td></td>
</tr>
<tr>
<td>- Deduct 5 points per formal warning</td>
<td></td>
</tr>
<tr>
<td><strong>Attendance and Availability</strong></td>
<td>20</td>
</tr>
<tr>
<td>- Availability (applicable to VSEs only) up to 10 points deducted – subject to local site determined benchmarks.</td>
<td></td>
</tr>
<tr>
<td>- FTR = 5 points deducted</td>
<td></td>
</tr>
<tr>
<td>- AMP = 5 points deducted</td>
<td></td>
</tr>
<tr>
<td><strong>Service</strong></td>
<td>20</td>
</tr>
<tr>
<td>- Number of points granted (0-20) based on pro-rated service from 0 years to longest serving – based on months of service.</td>
<td></td>
</tr>
</tbody>
</table>

Where scores are equal the Employee with the earliest start date will be selected.
APPENDIX 3. GRADUATED RETIREMENT EMPLOYEES

The Company intends to establish a GRS in accordance with the following guidelines.

1. **Intention**

1.1 The GRS will introduce a new category of employment.

1.2 The following arrangements apply where a full time Employee applies to be re-engaged as a Graduated Retiree Employee (GRE) and is accepted by the Company.

1.3 The acceptance of an Employee into the GRS will not automatically require a labour review nor will it require that the Company automatically refill the Fixed Salary Employee (FSE) positions left vacant. Any vacancy shall be dealt with on a case-by-case basis.

1.4 No preference of allocation will be afforded to GREs except that the GRE will be required to work sufficient hours to meet their agreed rostering arrangements as set out in clause 3.7 of these guidelines.

1.5 A GRE shall not have any right or ability to return to their previous position or an alternative position.

2. **Eligibility**

2.1 A FSE may apply for entry into the scheme. Such an application must be made at least 3 months prior to an Employee’s intended entry into the scheme.

2.2 The number of Employees accepted in the GRS will be determined by the Company in consultation with the Union at a local site level.

2.3 Where an Employee’s application is accepted, the Employee is provided with a letter of appointment as a GRE. An Employee will then be given a time frame from which they will transfer from their FSE position to the GRE position. The letter will include a start date, the individual GRE’s scope of duties and the agreed roster arrangements.

3. **Terms of Engagement**

3.1 Upon entry into the scheme, an Employee shall be referred to as a GRE and shall be engaged and paid wages for hours worked according to the agreed work arrangements.

3.2 GRE’s shall retain their grade (unless otherwise agreed) and be paid an annual salary on a pro rata basis to the rates applicable to full time Employees covered by this Agreement.

3.3 A GRE will accumulate annual leave, long service leave, and personal leave on a pro rata basis e.g. 50% of permanent entitlements. Public holidays not worked are to be paid in accordance with arrangements for full time Employees as set out in Part A.

3.4 The GRE and the Company shall jointly define a range of duties that shall apply from the local site/s task list together with a corresponding agreed roster which meets the operational requirements of the Company.

3.5 The Company and the GRE agree to review the arrangement at least annually.

3.6 The parties agree that a GRE’s employment with the Company shall cease upon their participation in the GRS ceasing.
3.7 A GRE shall be paid a salary consistent with their graded role and agreed roster, which shall apply as follows:

3.7.1 A GRE shall receive a minimum fortnightly payment (equivalent to the agreed nominated rostered wage divided by twenty six).

3.8 GRE’s agree to be available to meet the roster’s requirements.

3.9 Superannuation will be paid in accordance with the provisions of this Agreement.

4. **Termination**

4.1 Nothing in this guideline precludes the Company from terminating employment summarily in the event of serious misconduct on the part of the GRE that justifies termination and in such case no notice shall be provided or be payable in lieu.

5. **Dispute Resolution**

5.1 Any dispute arising out of or in connection with the application of the GRS shall be dealt with in accordance with the applicable grievance/dispute procedure in Part A of this Agreement.
PART B – DP WORLD MELBOURNE

1.0 HOURS OF WORK

1.1 General Operations Roster

1.1.1 Hours

Average 36 hours per week.

1.1.2 Shift Times

The following shift commencement and finish times will apply:

<table>
<thead>
<tr>
<th>Shift</th>
<th>Commencement</th>
<th>Finish</th>
</tr>
</thead>
<tbody>
<tr>
<td>Night Shift</td>
<td>2200</td>
<td>0600 (Commences day prior)</td>
</tr>
<tr>
<td>Day Shift</td>
<td>0600</td>
<td>1400</td>
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<tr>
<td>Evening</td>
<td>1400</td>
<td>2200</td>
</tr>
</tbody>
</table>

1.1.3 Roster rules

(a) In accordance with clause 1.10 Employees may be required to advance start Panels 2, 3, 4 (Monday - Sunday), Friday and Saturday N week 5, Saturday D or E week 7 and week 8. (Note asterisks (*) in the above roster).

(b) The weekend shifts which FSE’s can make themselves available to perform overtime on their off days are weeks 1, 4, 6, 12, 14.

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<thead>
<tr>
<th>Mon</th>
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% D      25.0% 25.0% 18.8% 25.0% 25.0% 12.5% 18.8%
% D or E 18.8% 18.8% 6.3% 6.3% 6.3% 18.8% 12.5%
% E      12.5% 12.5% 12.5% 12.5% 12.5% 0.0% 6.3%
% N      0.0% 6.3% 12.5% 12.5% 12.5% 12.5% 6.3%
% I      12.5% 12.5% 18.8% 12.5% 12.5% 6.3% 6.3%
% OFF    31.3% 25.0% 31.3% 31.3% 31.3% 50.0% 50.0%
TOTAL    100% 100% 100% 100% 100% 100% 100%
(c) “D or E” – Employees remain able to nominate which shift they prefer to work, D or E shifts will be allocated subject to operational requirements. There is no shift preference to either D or E.

(d) A week of Annual Leave for FSE’s commences Sunday 2200 and finishes Sunday 2159.

1.1.4 Closed Port Days and Public Holidays

Closed Port Days and Public Holidays will operate as per clause 2.15 of Part B of this Agreement.

1.2 Refueller / Machinery Wash Roster

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<tr>
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| % D | 87.5 | 87.5 | 87.5 | 87.5 | 87.5 | Required to work 3 day weekend shifts |
| %OFF | 12.5 | 12.5 | 12.5 | 12.5 | 12.5 |
| Total % | 100  | 100  | 100  | 100  | 100  |

1.2.1 Hours

Average 38 hours per week.

1.2.2 Shift Times

The standard shift commencement and finish times will be:

Day Shift 0600 - 1400

1.2.3 Machinery Wash start times may be delayed by up to 2 hours.

1.2.4 Refuel start times may be delayed by up to 2.5 hours.

1.2.5 Closed Port Days and Public Holidays

Closed Port Days and Public Holidays will operate as per clause 2.15 of Part B of this Agreement.
1.3 **Operational Trainer Roster**

<table>
<thead>
<tr>
<th>Week/Panel</th>
<th>Mon</th>
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</table>

1.3.1 **Hours**

Average 35 hours per week.

1.3.2 **Shift Times**

The following shift commencement and finish times will apply:

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

1.3.3 **Other**

(a) Four operational trainers are appointed to work on this roster.

(b) Overtime may be approved and worked in accordance with clause 1.8 in Part B

(c) When there is no training to be conducted the Operational Trainers will perform work in accordance with the Operational Trainers Roster and line with their roster pattern on an as required basis.

(d) In addition to the Trainers salary set out at clause 2.2 below the Trainer will be paid the Trainers Allowance set out in Part A (at clause 11.5.1).

1.3.4 **Closed Port Days and Public Holidays**

Closed Port Days and Public Holidays will operate as per clause 2.15 of Part B of this Agreement.
## 1.4 Receival & Delivery / Gear Foremans Roster

<table>
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<tr>
<th>Week\Panel</th>
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</table>

Required to work any 3 Irregular Weekend Shifts

1.4.1 Hours

Average 38 hours per week.

1.4.2 Shift Times

The standard shift commencement and finish times will be:

**Day Shift** 0600 - 1400

Shift commencement times may vary to suit operational requirements.

1.4.3 Other

The foreman will be flexible and work in either Receival and Delivery or the Gear store.

1.4.4 Closed Port Days and Public Holidays

Closed Port Days and Public Holidays will operate as per clause 2.15 of Part B of this Agreement.
1.5 General Maintenance Roster

1.5.1 Hours

Average 37.2 hours per week, 12 hour shifts.

1.5.2 Shift times

The following shift commencement and finish times will apply:

| Night Shift | 1800 – 0600 |
| Day Shift   | 0600 – 1800 |

1.5.3 Annual leave arrangements for a 12 hour shift, 37.2 hours average per week roster

In accordance with clause 16 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 192 hours.

e.g.: Annual leave = 37.2 hours per week X 5 weeks / 12 hours
      = 15.5 > 16 shifts (192 hours)

There will be no DIL applicable.

1.5.4 Arrangements for work performed in Week 9

In week 9 an Employee is required to work three (3) 12 hour day shifts on any day between Monday and Friday as the business requires.

Confirmation of allocation for week 9 will be finalised in week 8.

Each Employee will be responsible for ascertaining when they are required to work, including all dayshifts falling in week 9.

1.5.5 Closed Port Days and Public Holidays

Closed Port Days and Public Holidays will operate as per clause 2.15 of Part B of this Agreement. For a Maintenance Employee working a 12 hour shift a CPD/PH applies from 1800 the day prior and finishes at 1800 on the CPD/PH.
1.6 Store person-Purchasing Roster

<table>
<thead>
<tr>
<th>Week</th>
<th>Panel</th>
<th>Mon</th>
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% D  | 37.5  | 37.5 | 37.5 | 37.5 | 37.5  | 0   | 0   |
%D/E | 50.0  | 50.0 | 50.0 | 50.0 | 50.0  | 0   | 0   |
% Off | 12.5 | 12.5 | 12.5 | 12.5 | 12.5  | 100 | 100 |
Total % | 100 | 100 | 100 | 100 | 100  | 100 | 100 |

1.6.1 Hours
Average 35 hours per week, Monday to Friday.

1.6.2 Shift Times
The standard shift commencement and finish times will be:

Day Shift 0600 – 1400
Evening Shift 1400 – 2200

Shift commencement/finish times may vary to suit operational requirements.

1.6.3 Closed Port Days and Public Holidays
Closed Port Days and Public Holidays will operate as per clause 2.15 of Part B of this Agreement.

1.7 Cargo Care (Reefer) Roster

<table>
<thead>
<tr>
<th>Week</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>I</td>
<td>I</td>
<td>OFF</td>
<td>OFF</td>
<td>OFF</td>
<td>OFF</td>
</tr>
<tr>
<td>2</td>
<td>OFF</td>
<td>D</td>
<td>I</td>
<td>I</td>
<td>OFF</td>
<td>OFF</td>
<td>OFF</td>
</tr>
<tr>
<td>3</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>4</td>
<td>OFF</td>
<td>OFF</td>
<td>OFF</td>
<td>D</td>
<td>I</td>
<td>I</td>
<td>I</td>
</tr>
<tr>
<td>5</td>
<td>OFF</td>
<td>OFF</td>
<td>OFF</td>
<td>OFF</td>
<td>D</td>
<td>D</td>
<td>I</td>
</tr>
<tr>
<td>6</td>
<td>I</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>D</td>
</tr>
<tr>
<td>8</td>
<td>D</td>
<td>I</td>
<td>OFF</td>
<td>OFF</td>
<td>OFF</td>
<td>I</td>
<td>I</td>
</tr>
<tr>
<td>9</td>
<td>I</td>
<td>I</td>
<td>I/Off</td>
<td>I/Off</td>
<td>I/Off</td>
<td>I/Off</td>
<td>I/Off</td>
</tr>
<tr>
<td>10</td>
<td>I/Off</td>
<td>I/Off</td>
<td>I</td>
<td>I</td>
<td>I</td>
<td>OFF</td>
<td>OFF</td>
</tr>
</tbody>
</table>

% D  | 20.0 | 20.0 | 20.0 | 20.0 | 20.0 | 20.0 | 20.0 |
% I  | 40.0 | 40.0 | 40.0 | 40.0 | 40.0 | 40.0 | 40.0 |
% Off | 40.0 | 40.0 | 40.0 | 40.0 | 40.0 | 40.0 | 40.0 |
Total % | 100 | 100 | 100 | 100 | 100 | 100 | 100 |
1.7.1 Hours

Average 42 hours per week, 12 hour shifts.

1.7.2 Shift Times

The standard shift commencement and finish times will be:

<table>
<thead>
<tr>
<th>Shift Type</th>
<th>Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>Night Shift</td>
<td>1800 - 0600</td>
</tr>
<tr>
<td>Day Shift</td>
<td>0600 – 1800</td>
</tr>
</tbody>
</table>

1.7.3 Week 8 Saturday to Week 10 Friday

(a) An Employee will work a maximum of 7 shifts of the available 14 shifts from Week 8 (Saturday) through to Week 10 (Friday) as per the above roster.

(b) The Company will allocate the irregular component for annual leave cover on Week 8 for 4 shifts from Saturday to Tuesday and Week 10 for 3 shifts from Wednesday to Friday as per clause 1.11.

(c) When there are 2 Employees requesting annual leave for the same/overlapping period, the Employees working irregular from Weeks 8-10 will be consulted concerning their allocation in order to cover leave. The Company maintains the right to compel an Employee to work their irregular shifts across the 14 days as required.

(d) If the Employee who is on the Irregular Component of the roster (end of week 8, week 9 and week 10) is not required due to volume or annual leave cover, the Company will consult with the Employee regarding work arrangements to ensure fair and equitable allocation with at least 48 hours advance notice. Employees will be flexible to assist the Company to meet operational requirements.

(e) In the event that an Employee does not work 7 shifts as referred to in (b) above and when there is more than one person on annual leave, the parties agree that they will confer on how to cover the leave this means that an Employee may work Wednesday to Sunday week 9 and Monday and Tuesday week 10.

(f) The parties will work together to ensure and guarantee coverage in the event of planned meetings. Coverage will be delivered from within existing rostered FSE reefer Employees.

1.7.4 Annual leave arrangements under a 12 hour shift, 42 hour average per week Roster

In accordance with clause 16 of Part A of this Agreement, Employees under this roster will be entitled to 5 weeks of annual leave (that will be taken in roster blocks), provided that the actual annual leave hours taken shall be no greater than 216 hours.

\[
\text{Annual leave} = 42 \text{ hours per week} \times 5 \text{ weeks} / 12 \text{ hours} \\
= 17.5 > 18 \text{ shifts (216 hours)}
\]

The yearly leave plan for Reefer must be finalised as per Clause 16.4 Part A to enable leave relief to be arranged in advance.

1.7.5 Closed Port Days and Public Holidays
Closed Port Days and Public Holidays will operate as per clause 2.15 of Part B of this Agreement. For a Cargo Care Employee working a 12 hour shift a CPD/PH applies from 1800 the day prior and finishes at 1800 on the CPD/PH.

1.7.6 KPI’s

Cargo Care Attendants must achieve the following KPI’s on an ongoing basis throughout the life of the Agreement:

- 100% roster compliance (excluding Personal Leave); and
- If the KPI’s set out above are not achieved, Terminal Management may provide the Cargo Care Attendants thirty (30) days advance notice that they will revert to the General Operations Roster at the equivalent General Operations salary. This supersedes Clause 27 of Part A.

1.8 Weekend Overtime & Shift Extensions

1.8.1 The MUA, the ERC and all Employees agree and acknowledge that their ongoing commitment to and support of the arrangements for weekend overtime is essential to effective operation and meeting the Company’s ongoing labour requirements for weekend work.

1.8.2 The Company makes no guarantee of the availability of weekend overtime.

1.8.3 Shift extensions, other than for maintenance and cargo care Employees working fixed 12 hour rosters, will be provided and worked to meet operational and maintenance requirements. The Company shall not unreasonably request an extension.

1.8.4 The Company and ERC have established a system of allocation of shift extensions for all Employees which delivers fairness and equity through a points based measure administered over a defined period. The criteria will be reviewed from time to time by the Company and ERC and may be subject to variation.

1.8.5 The criteria at commencement of this Agreement are as follows for employees who volunteer to perform an extension on shift:

(a) Extensions offered will firstly be subject to skills;
(b) At the start of shift it is the Employee’s individual responsibility to indicate if they are available to work the extension, this must be communicated to the Charge Foreman;
(c) the Charge Foreman will provide the list of Employees to the Supervisor;
(d) the Supervisor will review those Employees not available before offering extensions;
(e) the Supervisor will then offer the extensions. Extensions are allocated after review of volunteers and their extension hours worked in the previous rolling 6 months to ensure equity of access to extensions;
(f) An Employee volunteering to work an extension, on an overtime shift goes to the bottom of the list; and
(g) An extension may be offered earlier in the shift subject to confirmation and will be confirmed in accordance with clause 1.8.8 below.
1.8.6 The criteria at commencement of this Agreement are as follows for employees who volunteer to perform an extension in advance of the shift commencing:

(a) Extensions offered will firstly be subject to skills;
(b) It is the Employees responsibility to indicate if they are available to work the extension when they volunteer for an early start;
(c) Employees may volunteer pre shift for Ship Operations only; and
(d) Employees who have volunteered to perform an extension at the same time they have volunteered to perform an early start and are required to perform an extension will have the extension confirmed in accordance with ordinary shift notification (clause 1.11).

1.8.7 Where an Employee requests an exemption from performing a shift extension as a result of a pressing personal necessity and alternative arrangements cannot be made, the Employee will not be required to work the extension.

1.8.8 The Company will advise the Employee of the requirement, and the length of the extension, one hour prior to end of shift. Once the shift extension is notified the shift extension cannot be cancelled.

1.8.9 Shift extensions will be subject to the following:

(a) An Employee working on Day Shift may have their shift extended by 1, 2, 3 or 4 hours.
(b) An Employee working on Evening Shift may have their shift extended by 1, 2, 3 or 4 hours. The extension length will take into account the latest finish time in clause 1.10.
(c) An Employee working on Night Shift may have their shift extended for 1 hour.
(d) An Employee working a shift extension shall be entitled to an eight-hour break before the next period of work.

This is set out in detail at clauses 1.10.3 and 1.10.4.

1.9 Rest Periods

1.9.1 Standard Rest Periods

The following standard rest periods shall apply other than where specified in 1.9.2 and 1.9.3:

<table>
<thead>
<tr>
<th>Shift Length</th>
<th>Rest Period</th>
</tr>
</thead>
<tbody>
<tr>
<td>4 Hours or less</td>
<td>15 minutes</td>
</tr>
<tr>
<td>7 to 8 Hours</td>
<td>45 Minutes in total (No more than 2 rest periods)</td>
</tr>
<tr>
<td>9 to 10 Hours</td>
<td>60 Minutes in total (No more than 3 rest periods)</td>
</tr>
<tr>
<td>11 to 12 Hours</td>
<td>75 Minutes in total (No more than 3 rest periods)</td>
</tr>
</tbody>
</table>

The above shift lengths include shift extensions where applicable.

1.9.2 Vessel Operation Rest Periods
(a) An Employee appointed to vessel operations will be entitled to one rest period of 45 minutes inclusive of walking and washing time in a shift of 7 or 8 hour duration.

(b) At the commencement of this Agreement a crane gang will consist of: one foreman, two crane operators, one Straddle driver and one multi skilled operator.

1.9.3 Straddle Pool Operation Rest Periods

(a) An Employee appointed to straddle pool operations will be entitled to two rest periods totalling 45 minutes inclusive of walking and washing time in a shift of 7 or 8 hour duration (Parking Bays will be provided in the vicinity of amenities).

(b) Rolling breaks will be introduced where an Employee will not be required to start a rest period earlier than 1.5 hours after the commencement of the shift or later than 1.5 hours before the conclusion of the shift.

(c) No operator will be required to drive a straddle for more than 3 hours.

(d) Pool straddle operators will be advised of intended rest period times at the commencement of shift, which may be adjusted one hour after the commencement of shift.

1.9.4 Each Employee shall take rest periods at times to suit operational and maintenance requirements. Changes to rest periods may be advised one hour after the commencement of shift.

1.10 Shift Commencement and Finish

1.10.1 All Employees are required to be ready for work on the job (e.g. Crane, Straddle) at the commencement of shift.

1.10.2 All Employees are required to continue work until the end of the shift, other than in the case of Crane/Straddle hot seat changeover, where work will cease no earlier than 5 minutes prior to the end of shift.

1.10.3 All Ship Operations

<table>
<thead>
<tr>
<th>Shift</th>
<th>Normal Start Times</th>
<th>Span of Start Times</th>
<th>Latest Finish</th>
<th>Max Shift Length</th>
</tr>
</thead>
<tbody>
<tr>
<td>Day</td>
<td>0600</td>
<td>0500 0600</td>
<td>1800</td>
<td>12</td>
</tr>
<tr>
<td>Eve</td>
<td>1400</td>
<td>1000 1100 1200 1300 1400</td>
<td>0100</td>
<td>12</td>
</tr>
<tr>
<td>Night</td>
<td>2200</td>
<td>2100 2200</td>
<td>0700</td>
<td>9</td>
</tr>
</tbody>
</table>
1.10.4 Landside Operation (Road & Rail)

<table>
<thead>
<tr>
<th>Shift</th>
<th>Normal Start Times</th>
<th>Span of Start Times</th>
<th>Latest Finish</th>
<th>Max Shift Length</th>
</tr>
</thead>
<tbody>
<tr>
<td>Day</td>
<td>0600</td>
<td>0500 - 0530</td>
<td>0600 - 0630</td>
<td>1830</td>
</tr>
<tr>
<td>Eve</td>
<td>1400</td>
<td>1300 - 1330</td>
<td>1400 - 1430</td>
<td>0100</td>
</tr>
<tr>
<td>Night</td>
<td>2200</td>
<td>2100 - 2130</td>
<td>2200 - 2230</td>
<td>0730</td>
</tr>
</tbody>
</table>

1.10.5 Rules

(a) FSE’s and VSE’s are able to volunteer to perform a variable start on their allocated shift.

(b) Nominally for FSE’s this will be from weeks 2, 3, 4, 5, 7 & 8 in the General Operations roster.

(c) In the event that there are insufficient volunteers the parties will work together to ensure that sufficient labour is available to meet requirements. The Parties agree and acknowledge their ongoing commitment to and support of the flexible start times. They acknowledge that the flexible start times are essential to effective operations and meeting both the Company’s ongoing labour requirements and delivering customer service.

(d) Volunteering for flexible starts can be done via Microster/Kiosk. Volunteering must be done in advance, can provide volunteering availability either daily/ weekly/fortnightly/monthly or longer. It is the responsibility of the Employee to opt out/update if their personal circumstances change.

The table below sets out the Volunteering cut off times.

<table>
<thead>
<tr>
<th>Volunteering for shift (D/E/N)</th>
<th>Volunteering Closes on:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Monday</td>
<td>Saturday at 1350hrs</td>
</tr>
<tr>
<td>Tuesday</td>
<td>Sunday at 1350hrs</td>
</tr>
<tr>
<td>Wednesday</td>
<td>Monday at 1350hrs</td>
</tr>
<tr>
<td>Thursday</td>
<td>Tuesday at 1350hrs</td>
</tr>
<tr>
<td>Friday</td>
<td>Wednesday at 1350hrs</td>
</tr>
<tr>
<td>Saturday and Sunday</td>
<td>Thursday at 1350hrs</td>
</tr>
</tbody>
</table>

(e) Flexibility and volunteering for variable shift starts will form part of the monthly ERC review.

(f) Employees that have volunteered will be allocated to an 8 hour shift but with an extension may work up to 9, 10, 11 or 12 hours for Day and Evening shifts and 9 hours for Night shift. Refer to the tables above at clauses 1.10.3 and 1.10.4 regarding maximum shift length and latest
finish times. Extensions will be available as per either 1.8.5 or 1.8.6 above.

(g) Flexible shifts will be via the ordinary allocation procedures. Where an Employee is entitled to a shift extension as per clause 1.8 it will be paid.

1.11 Notification Procedures

1.11.1 Notification of allocation for FSEs shall be made before the end of shift (1400), where practicable, or by telephone ring-in by 1700 on the day prior to the proposed workday other than for Sunday, where the notification for allocation will be made on the Friday before the weekend.

1.11.2 Notification of allocation for VSEs and Supplementary Employees shall be made before the end of shift (1400), where practicable, or by telephone ring-in by 1700 on the day prior to the proposed workday.

1.11.3 1.11.2 above will be varied in the event that the rostering system (Microster, Kiosk, IVR) is able to provide advance indicative allocation for VSE’s and Supplementary Employees. Advance indicative notice will be up to 48 hours in advance and allocation will then be confirmed in accordance with 1.11.2 above. Note the early indication may be subject to changes.

1.11.4 Notification for Monday Public Holidays for all Employees shall be made on Sunday. Indicative allocation will be advised on the Friday before the Monday Public Holiday.

1.11.5 Employees shall be responsible for ascertaining when they are required to work via the IVR call-in system.

1.11.6 The Company may contact Employees at any time after the usual notification time and procedures above, to provide additional resources due to late changes in operational 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.

1.11.7 In circumstances where a late notification occurs outside of normal allocation times (excluding late notification due to unplanned absences), the Company shall, upon a reasonable request from the ERC, advise them at the next meeting.

1.12 Application of Four Hour Minimum (VSE and Supplementary Only)

1.12.1 Four-hour minimum engagement may be applied to the following activities:
- Training
- Meetings (excluding HSE & ERC which are paid in accordance with Part A Clause 11.6.1)
- AQIS Inspections (e.g. Snail Inspections)
- Specialised Deliveries (e.g. Timber Deliveries etc.)
- Escort (for use with contractors only on evening shift Monday-Friday)

1.12.2 If the work period exceeds 4 hours a minimum 8-hour engagement shall apply.

1.12.3 A VSE or Supplementary Employee allocated to a four-hour shift, which is extended, shall have notification no later than one hour prior to the end of the shift.
1.12.4 Where VSE or Supplementary Employees are allocated to a 4 hour shift, and the shift is extended to a minimum 8 hours, then the extension of the allocated shift will not be paid as overtime.

1.13 Safety facilitation

The Company will utilise Health, Safety and Environment Committee Representatives from time to time on a rolling basis to carry out safety related tasks and duties as determined by the Company. This may include tasks such as risk assessments, procedural review of Standard Operating Procedures and safety projects.

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, 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>Grade</th>
<th>Salary from 1 March 2015</th>
<th>Salary from Commencement of new roster</th>
<th>Salary from 1 March 2016</th>
<th>Salary from 1 March 2017</th>
<th>Salary from 1 March 2018</th>
</tr>
</thead>
<tbody>
<tr>
<td>Charge Foreman</td>
<td>6</td>
<td>$121,681</td>
<td>$120,142</td>
<td>$123,265</td>
<td>$126,470</td>
<td>$129,758</td>
</tr>
<tr>
<td>Foreman</td>
<td>6</td>
<td>$117,961</td>
<td>$116,422</td>
<td>$119,449</td>
<td>$122,555</td>
<td>$125,741</td>
</tr>
<tr>
<td>Head Clerk Equipment Controller Class 1</td>
<td>6</td>
<td>$110,320</td>
<td>$108,781</td>
<td>$111,609</td>
<td>$114,511</td>
<td>$117,488</td>
</tr>
<tr>
<td>Crane Driver</td>
<td>5</td>
<td>$105,867</td>
<td>$104,328</td>
<td>$107,040</td>
<td>$109,823</td>
<td>$112,679</td>
</tr>
<tr>
<td>New Foreman Equipment Controller Class 2</td>
<td>4</td>
<td>$98,140</td>
<td>$96,601</td>
<td>$99,113</td>
<td>$101,690</td>
<td>$104,333</td>
</tr>
</tbody>
</table>

NB:
- All Employees appointed during the nominal life of this Agreement will be appointed to Grade 4 Multiskill (Straddle Driver 1).
- All Clerks appointed after 24 January 2003 will be paid Grade 4.
- All Foreman appointed after 24 January 2003 will be paid Grade 5 and any Grade 6 Foreman's duties can be worked, and subject to meeting the Company's competency and performance requirements may be upgraded to Grade 6 within 2 years.
### 2.2 Operational Trainer Roster

<table>
<thead>
<tr>
<th>Position</th>
<th>Grade</th>
<th>Salary from 1 March 2015</th>
<th>Salary from commencement of Agreement</th>
<th>Salary from 1 March 2016</th>
<th>Salary from 1 March 2017</th>
<th>Salary from 1 March 2018</th>
</tr>
</thead>
<tbody>
<tr>
<td>Operational Trainer</td>
<td>4</td>
<td>$85,170</td>
<td>$83,631</td>
<td>$85,806</td>
<td>$88,037</td>
<td>$90,326</td>
</tr>
</tbody>
</table>

### 2.3 Refueller / Wash Roster

<table>
<thead>
<tr>
<th>Position</th>
<th>Grade</th>
<th>Salary from 1 March 2015</th>
<th>Salary from commencement of Agreement</th>
<th>Salary from 1 March 2016</th>
<th>Salary from 1 March 2017</th>
<th>Salary from 1 March 2018</th>
</tr>
</thead>
<tbody>
<tr>
<td>Refueller Machinery</td>
<td>4</td>
<td>$86,632</td>
<td>$85,093</td>
<td>$87,306</td>
<td>$89,576</td>
<td>$91,905</td>
</tr>
<tr>
<td>Wash</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### 2.4 Receival & Delivery / Gear Foremans Roster

<table>
<thead>
<tr>
<th>Position</th>
<th>Grade</th>
<th>Salary from 1 March 2015</th>
<th>Salary from commencement of Agreement</th>
<th>Salary from 1 March 2016</th>
<th>Salary from 1 March 2017</th>
<th>Salary from 1 March 2018</th>
</tr>
</thead>
<tbody>
<tr>
<td>Receival &amp; Delivery / Gear Foreman</td>
<td>6</td>
<td>$94,816</td>
<td>$93,277</td>
<td>$95,702</td>
<td>$98,190</td>
<td>$100,743</td>
</tr>
</tbody>
</table>

### 2.5 General Maintenance Roster

<table>
<thead>
<tr>
<th>Position</th>
<th>Grade</th>
<th>Salary from 1 March 2015</th>
<th>Salary from commencement of Agreement</th>
<th>Salary from 1 March 2016</th>
<th>Salary from 1 March 2017</th>
<th>Salary from 1 March 2018</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tradesman</td>
<td>6</td>
<td>$129,534</td>
<td>$128,494</td>
<td>$132,348</td>
<td>$136,319</td>
<td>$140,408</td>
</tr>
</tbody>
</table>

### 2.6 Store persons-Purchasing Roster

<table>
<thead>
<tr>
<th>Position</th>
<th>Grade</th>
<th>Salary from 1 March 2015</th>
<th>Salary from commencement of Agreement</th>
<th>Salary from 1 March 2016</th>
<th>Salary from 1 March 2017</th>
<th>Salary from 1 March 2018</th>
</tr>
</thead>
<tbody>
<tr>
<td>Store person-</td>
<td>4</td>
<td>$85,170</td>
<td>$83,631</td>
<td>$85,806</td>
<td>$88,037</td>
<td>$90,326</td>
</tr>
<tr>
<td>Purchasing</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### 2.7 Cargo Care Roster

<table>
<thead>
<tr>
<th>Position</th>
<th>Grade</th>
<th>Salary from 1 March 2015</th>
<th>Salary from commencement of new roster</th>
<th>Salary from 1 March 2016</th>
<th>Salary from 1 March 2017</th>
<th>Salary from 1 March 2018</th>
</tr>
</thead>
<tbody>
<tr>
<td>Reefer Attendants</td>
<td>5</td>
<td>$131,239</td>
<td>$129,700</td>
<td>$133,072</td>
<td>$136,532</td>
<td>$140,082</td>
</tr>
</tbody>
</table>
2.8 **Days in Lieu (D.I.L)**

2.8.1 DILs shall be granted and taken in accordance with clause 17.0 of Part A of this Agreement.

2.9 **12 Hour Shift Payments (VSE, Supplementary)**

2.9.1 A VSE/Supplementary, when working 12-hour shifts (Maintenance and Reefer) will be paid at the following shift premiums:

<table>
<thead>
<tr>
<th>Day</th>
<th>Shift</th>
<th>Time</th>
<th>Premium</th>
</tr>
</thead>
<tbody>
<tr>
<td>Monday to Friday</td>
<td>Dayshift</td>
<td>0600 – 1800</td>
<td>Ordinary Time</td>
</tr>
<tr>
<td>Monday to Friday</td>
<td>Night Shift</td>
<td>1800 – 0600</td>
<td>Stevedoring Award Premium</td>
</tr>
<tr>
<td>Saturday</td>
<td>Any Shift</td>
<td></td>
<td>Stevedoring Award Premium</td>
</tr>
<tr>
<td>Sunday</td>
<td>Any Shift</td>
<td></td>
<td>Stevedoring Award Premium</td>
</tr>
</tbody>
</table>

2.9.2 Application between the Night and Day shifts will be applied within a reasonable distribution.

2.10 **Upgrades (VSE, Supplementary)**

2.10.1 At commencement of this Agreement existing Grade 3 straddle drivers who are competent operators will be paid at Grade 4 Multiskill when they operate a Straddle. The period to determine competency is 12 months to be signed off as trained.

2.10.2 Any new VSE’s or Supplementaries after commencement of the Agreement will be paid at Grade 3 when they operate a Straddle until they have been deemed competent operators. The period to determine competency is 12 months to be signed off as trained.

2.10.3 The table below replaces the table set out at clause 30.4 Part A. All VSE’s will receive the Consolidated Allowance set out below.

<table>
<thead>
<tr>
<th>Date</th>
<th>WST</th>
</tr>
</thead>
<tbody>
<tr>
<td>From 1 March 2015</td>
<td>$23.81</td>
</tr>
<tr>
<td>From 1 March 2016</td>
<td>$30.00</td>
</tr>
<tr>
<td>From 1 March 2017</td>
<td>$41.04</td>
</tr>
<tr>
<td>From 1 March 2018</td>
<td>$42.11</td>
</tr>
</tbody>
</table>

2.10.4 DP World Melbourne VSE’s and Supplementaries will be upgraded to operate a Straddle in accordance with the table below instead of clause 11.2 of Part A.
<table>
<thead>
<tr>
<th>Position</th>
<th>Grade</th>
<th>Weekly rate from commence-ment of Agreement</th>
<th>Weekly rate from 1 March 2016</th>
<th>Weekly rate from 1 March 2017</th>
<th>Weekly rate from 1 March 2018</th>
</tr>
</thead>
<tbody>
<tr>
<td>Straddle</td>
<td>4 Multi-skill</td>
<td>$1,156.18</td>
<td>$1,186.24</td>
<td>$1,217.09</td>
<td>$1,248.73</td>
</tr>
<tr>
<td>Straddle</td>
<td>3</td>
<td>$1,077.05</td>
<td>$1,105.06</td>
<td>$1,133.79</td>
<td>$1,163.27</td>
</tr>
</tbody>
</table>

2.10.5 Subject to Part A, Clause 12.2, VSEs engaged as Crane Drivers will be paid an hourly rate corresponding to the Agreement clause 11.2 – Grade 4. Subject to meeting the Company’s competency and performance requirements, the hourly rate will be upgraded to Grade 5 up to 6 months and experience gained prior to the commencement of this Agreement will be recognised.

2.11 Self-Funded Time Off

2.11.1 Should a VSE wish to have self-funded paid time off in line with Part A (clause 30.1.4), this request must be lodged in writing to HR no later than 1 February 2016 (and each year thereafter) for the year commencing on 1 March. Once this has been approved and initiated no alteration can be made to this plan until the next financial year.

2.11.2 The Company will deduct $120 a fortnight from the Employee’s salary up to a total of $3120. The Employee will be paid $312/day and be eligible to take up to 10 paid days off. Days off will only be approved where sufficient funds are available to fund the days requested.

2.11.3 The self-funded time off can be applied for seven days in advance and will be approved subject to Clause 30.1.4, Part A.

2.12 Shift Swap Days

2.12.1 Employees have the flexibility to work on an alternate shift to the one rostered so they can have the rostered shift off. This “shift swap” is subject to the following conditions and is entirely at the Company’s discretion and subject to operational requirements.

2.12.2 Rules:

(a) Only 1 Shift Swap Day Off allowed in the ‘bank’ at any one time;

(b) Once the Employee has utilised (i.e. worked and taken day off) s/he may apply for another;

(c) An Employee cannot breach the 6 day rule. This scheme does not prevent an Employee working on weekends on a Rostered Week Off;

(d) Shift Swap Days will be granted on a first in first served basis – maximum one per shift, three per day;

(e) Shift Swap Days Off may only be utilised after all single leave days (<35 hour balance) and days in lieu have been utilised;

(f) All Shift Swap Days must be worked prior to taking the day off;

(g) All Swaps must be for the same shift value: Saturday (Friday N/S – Saturday E/S) and Sunday (Saturday N/S – Sunday E/S);
(h) If an Employee fails to attend for their nominated work shift they will be subject to review, if this occurs on more than 1 occasion then the Employee will no longer be eligible to participate in the scheme for a period of 6 months;

(i) Failure to perform their nominated worked shift will result in the Employee being compelled to work the original rostered shift.

2.13 Irregular (VSE and Supplementary) Unavailability

2.13.1 Irregular employees must make themself reasonably available to meet the minimum guarantee and business requirements.

2.13.2 At the commencement of this Agreement the following unavailability measures will apply:

(a) An irregular employee may make themself unavailable to be allocated for work (scratch) up to 24 shifts per calendar month.

(b) An irregular employee must be available to work on a variety of shifts across both week days and weekends.

(c) The Company expects irregular employees to make themselves available for a minimum of 50% weekend shifts across a two month period. This weekend criteria will be reviewed on a rolling two month period.

2.13.3 An irregular employee will be permitted to exceed the scratching threshold of 24 scratchings on two occasions in a rolling 12 month period by no more than 3 scratchings.

2.13.4 Scratching levels will be discussed as a regular agenda item at ERC.

2.13.5 Should there be insufficient irregular labour availability this will be first raised at ERC. If after consultation with the ERC there is no improvement in availability, the Company may give 6 weeks’ notice to increase the VSE pool numbers.

2.13.6 The parties have agreed that in the event that advance indicative rostering is possible in the rostering system (Microster, Kiosk, IVR) for VSE’s and Supplementaries (clause 1.11.3 above) VSE’s and Supplementaries will be unable to scratch in the 48 hour period prior to the shift. The scratching lock out will be introduced simultaneously with the indicative advance allocation notice.

2.14 VSE Indicative Roster

2.14.1 Whilst the Agreement provides for VSEs to be totally irregular in terms of allocation to work, the parties agree to trial a VSE Indicative Roster.

2.14.2 A VSE may be allocated to and required to work shifts other than their indicative rostered shifts. It is the Employee’s responsibility to be aware of their allocated shifts.

2.15 Closed Port Days and Public Holidays

2.15.1 Arrangements for Public Holidays and Closed Port Days – FSE’s

2.15.2 Allocations for Public Holidays – Rostered FSE’s
(a) The Company will call for volunteers a month in advance of the Public Holiday. A FSE who wishes to make themself available to work a public holiday is required to volunteer via the Microster Kiosk.

(b) FSE volunteers will be allocated in the first instance based on skill. The allocation will then be between FSE/VSE volunteers dependent on skills and operational requirements.

(c) In the event that there is an excess number of FSE’s that have volunteered as compared to the business requirement, allocation shall be on the basis of primary skill.

(d) The Company will ensure that there is a fair and equitable opportunity to work for all FSE’s that volunteer to work on Public Holidays.

(e) In the event that there are insufficient volunteers to cover the requirements, Employees will be allocated to work Public Holidays in accordance with their roster.

(f) Where insufficient FSE’s, VSE’s and Supplementaries make themselves available to work public holidays, Employees will be compelled to work in accordance with the following:

   (i) FSE’s who would normally work in accordance with their roster;

   (ii) VSE’s allocated in accordance with their nominated public holiday which are advised at the commencement of each calendar year (clause 2.15.5 below); and

   (iii) FSE’s who volunteer outside their roster will be selected after (a) and (b) above subject to skills and will be paid overtime in accordance with the Award.

(g) Notification of allocation for Public Holidays will be notified the day prior other than mentioned in clause 1.11.4.

2.15.3 Payment

(a) Payment for work on Public Holidays and Closed Port Days is as set out in Part A Clause 15.3.

2.15.4 Arrangements for Closed Port Days – FSE’s

(a) The Company will continue to review the agreed arrangements.

(b) The Company may compel Employees to work Closed Port Days as per Part A, clause 15.1 of this Agreement.

2.15.5 Arrangements for Public Holidays and Closed Port Days – VSE’s

(a) Each VSE at the start of the calendar year will be required to nominate 50% of public holidays and 50% of closed port days that they must be available for allocation each year.

(b) The Company will seek to compel a VSE on their preferred public holiday on the basis that there is an equal nomination across all public holidays in the calendar year.
(c) This allocation will take into account equity and fairness of access to Public Holidays and Closed Port days.

(d) In the event that there are surplus VSE volunteers, allocation will be made subject to skills. If two Employees have the same skills the allocation will be determined then by nominated days and then number of either Public Holidays or Closed Port Days worked in the preceding rolling 12 months.

(e) In the event that VSE’s are not making themselves reasonably available to work public holidays as indicated through their annual nomination the Company withhold the right to not make payment as per clause 15.3 of Part A.

(f) A VSE in addition to their annual nomination is required to utilise the Microster system to advise their availability to work on each Public Holiday or Closed Port shift.
3.0 LEAVE ACCRUED PRIOR TO 2 AUGUST 1999 (FSES ONLY)

3.1 FSE’s employed at or prior to 2 August 1999, that had an entitlement to annual and long service leave accrued prior to 2 August 1999, will be paid a weekly consolidated allowance at the rate of $116.91 in addition to the paid leave as prescribed in this Agreement.

3.2 Such an allowance is not payable for the purpose of long service leave where an Employee has elected to convert “old long service leave” in accordance with the relevant provisions of Part A of this Agreement.

4.0 HEAT AGREEMENT

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

4.2 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:

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

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

4.5 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.

5.0 LEAVE RESERVED

5.1 Employees may perform Mooring and Unmooring tasks.

5.2 VSE’s and Supplementaries may be engaged for a four hour shift to perform Lashing.

6.0 ESTABLISHMENT

6.1 Establishment at commencement of the Agreement will be:

<table>
<thead>
<tr>
<th>EMPLOYMENT CATEGORY</th>
<th>OPERATIONS</th>
<th>MAINTENANCE</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>FIXED SALARY EMPLOYEES (FSE), GENERAL OPERATIONS / MAINTENANCE ROSTERS</td>
<td>267</td>
<td>54</td>
<td>321</td>
</tr>
<tr>
<td>VARIABLE SALARY EMPLOYEES</td>
<td>291</td>
<td>3</td>
<td>294</td>
</tr>
<tr>
<td>SUPPLEMENTARY EMPLOYEES</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>TOTAL</td>
<td>558</td>
<td>57</td>
<td>615</td>
</tr>
</tbody>
</table>

6.2 For this Agreement only:

6.2.1 18 VSE’s will be promoted to FSE from operative date (7 days after FWC approval).
6.2.2 19 VSE’s will be promoted to FSE on 1 February 2016.

6.3 Establishment by Work Group at the Commencement of this Agreement.

<table>
<thead>
<tr>
<th>Category</th>
<th>Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Operations</td>
<td></td>
</tr>
<tr>
<td>Shift Foreman</td>
<td>8</td>
</tr>
<tr>
<td>Foreman</td>
<td>32</td>
</tr>
<tr>
<td>Head Clerk</td>
<td>8</td>
</tr>
<tr>
<td>Equipment Controller</td>
<td>19</td>
</tr>
<tr>
<td>Crane Driver</td>
<td>60</td>
</tr>
<tr>
<td>Straddle Driver</td>
<td>113</td>
</tr>
<tr>
<td>Clerk</td>
<td>2</td>
</tr>
<tr>
<td>Bus Driver</td>
<td>5</td>
</tr>
<tr>
<td>R&amp;D / Gear Foreman</td>
<td>1</td>
</tr>
<tr>
<td>Cargo Care</td>
<td>10</td>
</tr>
<tr>
<td>Refuel / Machinery Wash</td>
<td>5</td>
</tr>
<tr>
<td>Trainers (M-F)</td>
<td>4</td>
</tr>
<tr>
<td>Total</td>
<td>267</td>
</tr>
</tbody>
</table>

| Maintenance                     |        |
| Mechanical Tradesmen            | 30     | (Note: 2 CEPU included in this number at this moment) |
| Electrical Tradesmen            | 20     | (Note: 3 CEPU included in this number at this moment) |
| Store persons – Purchasing      | 4      |
| Total                           | 54     |

| Grand Total                     | 321    |

7.0 CLOTHING

7.1 The annual clothing issue will be as follows:

- December 2015 full issue;
- December 2016 Fair Wear and Tear issue capped at $150,000;
- December 2017 full issue;
- December 2018 full issue.
### 7.2 Clothing – FSE & VSE Employees

The following issues will apply.

1. **General**

<table>
<thead>
<tr>
<th>Item</th>
<th>Issue No.</th>
<th>Frequency</th>
<th>Replacement</th>
</tr>
</thead>
<tbody>
<tr>
<td>Shirts</td>
<td>3</td>
<td>Annually</td>
<td>Fair wear and tear</td>
</tr>
<tr>
<td>Trousers</td>
<td>3</td>
<td>Annually</td>
<td>Fair wear and tear</td>
</tr>
<tr>
<td>Winter Coat</td>
<td>1</td>
<td>Every 2 years</td>
<td></td>
</tr>
<tr>
<td>Towels</td>
<td>2</td>
<td>Annually</td>
<td></td>
</tr>
<tr>
<td>Nylon Carry Bag</td>
<td>1</td>
<td>Every 3 years</td>
<td></td>
</tr>
<tr>
<td>Jumpers</td>
<td>2</td>
<td>Every 2 years</td>
<td>Fair wear and tear</td>
</tr>
<tr>
<td>Socks</td>
<td>6 pair</td>
<td>Annually</td>
<td></td>
</tr>
</tbody>
</table>

2. **Protective**

<table>
<thead>
<tr>
<th>Item</th>
<th>Issue No.</th>
<th>Frequency</th>
<th>Replacement</th>
</tr>
</thead>
<tbody>
<tr>
<td>Overall ( Ops)</td>
<td>3</td>
<td>Annually</td>
<td>Fair wear and tear</td>
</tr>
<tr>
<td>Overall ( Maint)</td>
<td>7</td>
<td>Annually</td>
<td>Fair wear and tear</td>
</tr>
<tr>
<td>Gumboots</td>
<td>1</td>
<td>Every 3 years</td>
<td></td>
</tr>
<tr>
<td>Beanie/ Hats (broad rimmed)</td>
<td>1</td>
<td>Every 3 years</td>
<td></td>
</tr>
<tr>
<td>Sunglasses</td>
<td>1</td>
<td>Every 2 years</td>
<td>or fair wear and tear as required.</td>
</tr>
<tr>
<td>Wet Weather Gear</td>
<td>1</td>
<td>Every 4 Years</td>
<td></td>
</tr>
<tr>
<td>Sunscreen</td>
<td>-</td>
<td>As required</td>
<td></td>
</tr>
</tbody>
</table>

Sunglasses or clip-ons to be established by the Health & Safety Committee.

3. **Safety**

<table>
<thead>
<tr>
<th>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>When dirty</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 and 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>Fair wear and tear</td>
</tr>
<tr>
<td>Glasses</td>
<td>1</td>
<td>As required</td>
<td></td>
</tr>
</tbody>
</table>

- Fair wear and tear includes exchange of old issue for the replacement for genuine loss or damage.
- The suitability of the clothing issue will be reviewed periodically to ensure reasonable standards of comfort and durability are maintained as well as a high standard of safety protection.
- Where Industrial/Protective is not regularly worn on the job, the issue will be on the basis of fair wear and tear or in lieu of other items.
- Current issue must be worn on the job.
- The issue date for all annually issued items will be April each year.
7.3 Clothing – Supplementary Employees

7.3.1 The following issue will apply:

7.3.2 Initial Issue

<table>
<thead>
<tr>
<th>General</th>
<th>Issue No.</th>
<th>Frequency</th>
<th>Replacement</th>
</tr>
</thead>
<tbody>
<tr>
<td>Footwear</td>
<td>1</td>
<td>Induction</td>
<td>Fair wear and tear</td>
</tr>
<tr>
<td>Overalls</td>
<td>1</td>
<td>Induction</td>
<td>Fair wear and tear</td>
</tr>
<tr>
<td></td>
<td>2</td>
<td>3 months’ Probation</td>
<td></td>
</tr>
<tr>
<td>Helmet</td>
<td>1</td>
<td>Induction</td>
<td>Fair wear and tear</td>
</tr>
</tbody>
</table>

(Initial issue includes the period from commencement date to 6-month anniversary)

7.3.3 General Issue

1. General Issue

| Winter Coat | 1 | Every 2 years        | Fair wear and tear         |
| Safety Polo Shirt | 2 | Annually             | Fair wear and tear         |

2. Protective

| Beanie / Broad Rimmed Hat | 1 | Every 3 years        |                             |
| Sunglasses              | 1 | Every 2 years or fair wear and tear as required. |
| Wet Weather Gear        | 1 | As required          |                             |
| Sunscreen               |   | As required          |                             |

Sunglasses or clip-ons to be established by the Health & Safety Committee.

3. Safety

| Safety vests | 1 | As required         | When dirty                  |
| Ear muffs    |   | As required         |                             |
| Gloves       |   | On the job         |                             |
| Helmets      |   | Initial Issue      | Fair wear and tear          |
| Glasses      |   | As required         |                             |

- Fair wear and tear includes exchange of old issue for the replacement for genuine loss or damage
- The suitability of the clothing issue will be reviewed periodically to ensure reasonable standards of comfort and durability are maintained as well as a high standard of safety protection.
- Where Industrial /Protective is not regularly worn on the job, the issue will be on the basis of fair wear and tear or in lieu of other items.
- Current issue must be worn on the job
- The issue date for all annually issued items will be April each year.

(General issue to be supplied upon attainment of 6 months service)

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 $250 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 DP World Melbourne premises, an Accident Report Form must be completed and up to $250 will again be refunded against a receipt, for the repair or replacement of the spectacles. However this is again limited to no more often than once every two years.

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

8.4 In lieu of the reimbursements available under clauses 8.1 and 8.2 above, an Employee may apply to the Company for a once-only reimbursement of up to $250 for laser eye treatment at the Employee’s election, subject to production of an invoice to the Company upon receipt of treatment.

8.5 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 MANNING

9.1 Manning for any operation will be entirely based on safe practice and operational requirements as determined by management in accordance with HS&E and other relevant legislation.

10.0 COMMITTEES

10.1 The Company will continue to operate and support the following elected committees:

10.1.1 Employee Representative Committee (ERC)

10.1.2 Health, Safety & Environment Committee (HSEC)

10.2 ERC and HSEC meetings will be held monthly unless specified otherwise in this Agreement, and will be held at the terminal unless otherwise agreed.
In the presence of a witness the parties have signed this Agreement on the ___________
day of [handwritten: March] Two Thousand and Fifteen

For and on behalf of
DP World Melbourne Limited

[Signature]
Name: Mark Holme
Address: Levels 21, 900 George St Sydney NSW 2000
Authority to sign: Director

Witness

[Signature]
Name: [handwritten: Max Hulse]

For and on behalf of
the Maritime Union of Australia

[Signature]
Name:
Address:
Authority to sign:

Witness

[Signature]
Name:
In the presence of a witness the parties have signed this Agreement on the 24th day of February Two Thousand and Fifteen Sixteen.

For and on behalf of
DP World Melbourne Limited

Name: 
Address: 
Authority to sign: 
Witness

For and on behalf of
the Maritime Union of Australia

Name: Will Tracey
Address: L2, 365-375 Sussex St, Sydney, NSW 2000
Authority to sign: Deputy National Secretary
Witness

Name: Lauren Palmer