



DECISION

Fair Work Act 2009
s.210—Enterprise agreement

Sydney International Container Terminals Pty Ltd T/A Hutchison Ports
(AG2020/1592)

**SYDNEY INTERNATIONAL CONTAINER TERMINALS PTY
LIMITED (SICTL) AND BRISBANE CONTAINER TERMINALS PTY
LIMITED (BCT) AND MARITIME UNION OF AUSTRALIA (MUA)
ENTERPRISE AGREEMENT 2015.**

Stevedoring industry

COMMISSIONER JOHNS

SYDNEY, 15 JUNE 2020

Application for variation of the Sydney International Container Terminals Pty Limited (SICTL) and Brisbane Container Terminals Pty Limited (BCT) and Maritime Union of Australia (MUA) Enterprise Agreement 2015.

[1] An application has been made for approval of a variation to the *Sydney International Container Terminals Pty Limited (SICTL) and Brisbane Container Terminals Pty Limited (BCT) and Maritime Union of Australia (MUA) Enterprise Agreement 2015* (the Agreement). The application was made by Sydney International Container Terminals Pty Ltd T/A Hutchison Ports pursuant to section 210 of the *Fair Work Act 2009* (the Act).

[2] The application seeks to vary various clauses of the Agreement. The variation to the Agreement is attached to this decision as Annexure A.

[3] I am satisfied that each of the requirements of ss.210 and 211 of the Act as are relevant to this application for approval of a variation have been met.

[4] The variation is approved and the consolidated version of the Agreement, as varied, is [attached](#) to this decision.

[5] In accordance with s.216 of the Act, the variation operates from 15 June 2020.



COMMISSIONER

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SCHEDULE 10 – COVID-19 PANDEMIC ARRANGEMENTS (SYDNEY)

1. DEFINITIONS FOR SCHEDULE 10

Relevant Employees means Level 1 Employees and Level 2-5 Employees (excluding Level 2 Maintenance Storeperson, Level 4 Maintenance Tradespersons and Level 5 Maintenance Shift Leader) employed by SICTL at the Port Botany Site.

Year means July 1 in one year through June 30 following year

Annually means July 1 in one year through June 30 following year

2. APPLICATION OF SCHEDULE 10

The provisions of Schedule 10 shall commence on 1 June 2020 and shall continue until:

- (a) With respect to Level 1 Relevant Employees;
- (i) SICTL obtaining and commencing the servicing of a third weekly vessel and/or third weekly "service" at the Port Botany site which is not an ad hoc vessel service outsourced by another stevedore.
 - (ii) A Labour review will occur after the completion of every 16 weeks (two roster cycles). The 16 week review period will analyse operational productivity and in addition to hours of work only, to be clear:
 - Ad hoc vessel worked hours excluded
 - Unpaid Personal/Carer's Leave excluded
 - Leave without pay excluded

If all Level 1 Relevant Employees average 30 hours per week (the 30 hours counted for the purposes of this clause include annual leave and 8 hours per day for paid personal/carer's leave and accrued days taken), Level 1 Relevant Employees will revert to arrangements in accordance with Schedule 4 of this Agreement.

- (b) with respect to Level 2-5 Relevant Employees:
- (i) the date upon which SICTL re-commences the servicing of the A3 service as part of an established weekend berthing arrival;
 - (ii) SICTL obtaining and commencing the servicing of a third weekly vessel and/or third weekly "service" at the Port Botany Site which is not an ad hoc vessel service outsourced by another stevedore.
- (c) In circumstances where for Level 2-5 Relevant Employees, 2(b)(i) and 2(b)(ii) do not occur at the same time, the average weekly hours as set out at clause 4(i) will remain operative.
- (d) When Schedule 10 ceases to apply to Level 2-5 Relevant Employees, the terms and conditions applicable to the Relevant Employees will be based on a developing a fixed roster that reflects shipping schedules, and corresponding salaries will be configured using the same methodology as rosters that were in place in May 2020.
- (e) Where the triggers have been met for the cessation of Schedule 10, Relevant Employees and the Union will be provided with written confirmation with 7 days' notice.

3. LEVEL 1 RELEVANT EMPLOYEES

- (a) SICTL will apply the following amended Roster Rules which amends Schedule 4 - Phase 1 Roster Rule 1 through to 4 in the Enterprise Agreement:
- (i) Employees shall work 1352 hours annually, and are available to be allocated to shifts in accordance with the roster, subject to any agreed leave arrangements.
 - (ii) The annual hours are based on a 26-hour week and include leave counted at 26 hours per week (annual leave) and 8 hours per day (personal leave and accrued days taken).
 - (iii) Employees will be paid 26 hours at the Level 1 ordinary rate each week, plus any higher duties payments for any shifts worked in the week, plus any shift premiums applicable to any shifts worked in the week, plus any extensions or preparatory/closing work performed in the week, plus any leave as noted above.
 - (iv) Once the 1352 annual hours have been worked in any year, the employee will be paid 26 hours at the Level 1 ordinary rate each week, plus the applicable overtime rate for each shift worked in the week, plus any extensions or preparatory/closing work performed during the week.
- (b) The hours target of 1352 can be pro-rated in response to Schedule 10 ceasing to have application upon Relevant Employees in circumstances where the remaining hours worked would otherwise revert to the Enterprise Agreement. Accordingly the hours worked provision will be pro-rated in accordance with the example set out below for the relevant financial year only. The below table is an illustrative example only.

Number of Weeks under Schedule 10 Operative from 1 July 2020	Number of Weeks under Schedule 4 EBA Operative from 1 July 2020	Target Hours
52	0	1352
40	12	1400
10	42	1520

4. LEVEL 2-5 RELEVANT EMPLOYEES

Level 2-5 Relevant Employees under Schedule 10 will work in accordance with the following:

- (i) the average weekly hours will be 30 hours each week in accordance with roster in Clause 8. SICTL will ensure that such employees retain a base of a minimum of 30 hours each week;
- (ii) the employees' salary will be paid in accordance with the shifts worked pursuant to the terms of this Schedule 10 and set out in clause 8 of Schedule 10.

5. ANNUAL LEAVE

Notwithstanding the terms of Schedule 10:

- (i) SICTL will ensure that annual leave accrual and taking of annual leave will remain at a minimum of 30 hours per week for the financial year concluding 30 June 2020.

- (ii) In the event of a Relevant Employee seeking to be paid out accrued but untaken annual leave prior to 30 June 2020, the provisions of the Enterprise Agreement will apply.
- (iii) In circumstances where Schedule 10 ceases to apply to a Relevant Employee annual leave entitlements will be adjusted to reflect the applicable rostering arrangements and hours of work.

6. SICTL COMMITMENT TO AVOID IMPLEMENTATION OF REDUNDANCIES

- (a) In consideration of the matters agreed and acknowledged pursuant to Schedule 10 with respect to the Port Botany site, SICTL agrees to not implement or seek to implement redundancies of the Relevant Employees at the Port Botany Site while Schedule 10 has application to the Relevant Employee. Provided that;
 - (i) This undertaking shall not prevent the termination of the employment of any Relevant Employee on the grounds of redundancy in accordance with the Agreement arising from a loss of a weekly commercial service.
 - (ii) This undertaking shall not prevent the termination of the employment of any Relevant Employee for reasons other than the Relevant Employee's position at the Port Botany site being made redundant in accordance with this Enterprise Agreement.

7. OTHER MATTERS

- (i) Level 1 Relevant Employees will have their first two ROW guaranteed off from 1 July 2020, on a one off occasion.
- (ii) SICTL will not recruit any additional labour during the operation of Schedule 10.
- (iii) Leave Without Pay applications will be considered on a case by case basis and will be approved at the absolute discretion of SICTL subject operational requirements and skill availability.

8. LEVEL 2-5 RELEVANT EMPLOYEE ROSTER AND SALARY

	M	T	W	TH	F	SA	SU
1	N	N	N	N	N	OFF	OFF
2	OFF	OFF	OFF	OFF	OFF	OFF	OFF
3	D	D	D	D	D	OFF	OFF
4	E	E	E	E	E	OFF	OFF
5	OFF	N	N	N	N	N	OFF
6	ROW	ROW	ROW	ROW	ROW	ROW	ROW
7	D	D	OFF	D	D	D	OFF
8	E	E	E	E	E	OFF	OFF

	Current Gross Salary (Annual)	Effective 1 June 2020 Gross Salary (Annual)
Level 2	\$ 115,018.64	\$ 104,201.84
Level 3	\$ 121,015.84	\$ 109,635.04
Level 4	\$ 124,639.68	\$ 112,918.08
Level 5	\$ 146,535.84	\$ 132,755.04

- (i) Debit hours accumulated prior to 1 June 2020 will be frozen and preserved with a view to review the effectiveness after one roster cycle. The arrangements for frozen debit hours after one roster cycle will be set out in writing.
- (ii) All Relevant Employees will initially be ineligible to work for overtime with a review of this restriction to be made of this after one roster cycle. They will however be permitted to work for credit hours or a protected day. At the end of the roster cycle, credit hours can be used to offset against the frozen and preserved debit hours balance.
- (iii) The order of pick for the purposes of allocations will be amended to permit Level 1 Relevant Employees to be allocated ahead of Level 2-5 Relevant Employees working a "protected day".
- (iv) When rostering and salary arrangements as at 28 May 2020 are restored (or equivalent arrangements), the business will be able to deploy and make use of frozen debit hours.

9. ENTERPRISE EMPLOYMENT

9.1 A Relevant Employee covered by Schedule 10 will be employed as:

- (a) A full time employee engaged as such for an average of 30 hours per week in accordance with this Agreement in Schedule 10; or
- (b) A full time employee engaged as such for an average of 26 hours per week in accordance with this Agreement in Schedule 10.

10. INCONSISTENCY

- (a) In the event of an inconsistency between Schedule 10 and any other clause of this Enterprise Agreement, the provisions of Schedule 10 shall prevail.

Execution

Signed for and on behalf of
**Sydney International Container
Terminals Pty Limited**
by its duly authorised representative



Signature of authorised representative

GM HR & IR Harriet Mihalopoulos
Name and Position of authorised representative
(please print)

11/06/20
Date

B150-160 Sirius Road Botany
Address

Signed by
Employee Representative



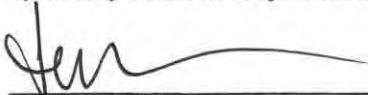
Signature of Employee Representative of Sydney
International Container Terminals Pty Ltd in
his/her capacity as an employee covered by the
classifications of this Enterprise Agreement

Tony Cakaran - Elected ERC Member.
Name and Position of Employee Representative
(please print)

11 June 2020
Date

B150-160 Sirius Rd Botany
Address

Signed for and on behalf of
**Brisbane Container Terminals Pty
Limited**
by its duly authorised representative



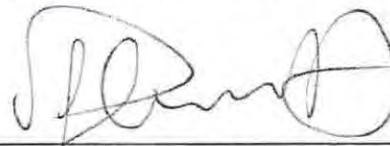
Signature of authorised representative

GM HR & IR Harriet Mihalopoulos
Name and Position of authorised representative
(please print)

11/06/20
Date

Berth 11, Peregrine Rd Port of Brisbane
Address

Signed by
Employee Representative



Signature of Employee Representative of Brisbane
Container Terminals Pty Ltd in his/her capacity as
an employee covered by the classifications of this
Enterprise Agreement

Diego Flaksbard
Name and Position of Employee Representative
(please print)

11 June 2020
Date

Berth 11, Peregrine rd Port of
Brisbane
Address

Signed for and on behalf of Maritime Union
of Australia Division of
**Construction Forestry Maritime
Mining and Energy Union**
by its duly authorised representative



Signature of authorised representative

Will Tracey, Deputy National Secretary

Name and Position of authorised representative
(please print)

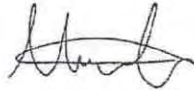
10 June 2020

Date

level 2, 365 Sussex Street Sydney NSW 2000

Address

Witnessed by:



Signature of Witness

Michael Cope, National Paralegal, MUA

Name and Position of witness

10 June 2020

Date

level 2, 365 Sussex Street Sydney NSW 2000

Address

Sydney International
Container Terminals Pty
Limited (SICTL)

and

Brisbane Container
Terminals Pty Limited (BCT)

and

Maritime Union of Australia
(MUA)

Enterprise Agreement
2015

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1. TITLE

- 1.1 This Agreement shall be referred to as the Sydney International Container Terminals Pty Limited (SICTL) and Brisbane Container Terminals Pty Limited (BCT) and Maritime Union of Australia (MUA) Enterprise Agreement 2015, ("the Agreement").

2. PARTIES AND SCOPE

- 2.1 This Agreement covers Brisbane Container Terminals Pty Limited and Sydney International Container Terminals Pty Limited ("the Company" or "the Companies") and their relevant employees engaged as stevedoring employees in all Award classifications and the Maritime Union of Australia ("the MUA" or "the Union").
- 2.2 This Agreement shall apply at the Companies intended container terminal stevedoring operations in Brisbane and Sydney. Nothing in this Agreement prevents the Companies, or a related entity, from extending those operations in or beyond those ports and this Agreement shall apply to any such additional operations commencing during the life of this Agreement.

3. TERM OF AGREEMENT & RENEGOTIATION OF AGREEMENT

- 3.1 This Agreement operates from a date seven (7) days after its approval by the Fair Work Commission (the FWC) and shall have a nominal expiry date of three years from date of approval.
- 3.2 The Parties agree to commence negotiations for a replacement Agreement no later than six (6) months prior to the nominal expiry date of this Agreement, with the intent to renegotiate this Agreement before the nominal expiry date.
- 3.3 This Agreement and attached Schedules are intended to cover all matters negotiated between the Parties.
- 3.4 The Parties agree that there are two phases to the operation of this Agreement. Phase 1 arrangements shall apply from the commencement of the Agreement. Phase 2 arrangements have been included on the basis that rosters and remuneration structures will be adjusted once the business has reached a level where such changes can be sustained, in accordance with the review procedures in Clause 6 and Schedule 5.

- 3.5 The Parties recognise that any such review and adjustment must be consistent with the intent and terms of this Agreement and cannot result in any diminution of conditions of employment established under it.

4. APPROVAL AND OPERATION OF AGREEMENT

- 4.1 This Agreement is made in accordance with Sections 172(2)(a) of the Fair Work Act 2009 ("the Act"). Subject to the approval of the FWC, it shall operate in accordance with the relevant sections of the Act.
- 4.2 Subject to sub-clause 4.3, this Agreement incorporates the terms of the Stevedoring Industry Award 2010, (the Award).
- 4.3 In the event of any inconsistency between any terms of the Award (as incorporated into this Agreement) and an express provision set out in this Agreement, the express provision in this Agreement shall prevail to the extent of any such inconsistency.
- 4.4 However, nothing in sub-clause 4.3 shall operate so as to diminish the entitlements of employees as established under any National Employment Standard referenced in the Award.
- 4.5 Nothing in this Agreement shall impede the process of ongoing change to continuously improve the viability, efficiency and productivity of the Company.

5. INTENT

- 5.1 It is the intent of the Parties to establish employment arrangements that enable the Company to successfully establish grow and maintain world-class container terminal operations in those ports where it seeks to do so and which reflect the Company's mission to be a global market leader in container port operations and logistics services through innovation and continual business improvement.
- 5.2 In doing this, the Company recognises that consultation, job security, training, career paths, earning capacity, equity of work arrangements, participation and involvement, fairness and safety will be important to its employees and to the Union.
- 5.3 The Union also recognises that advanced technology, high levels of customer service and strong business growth and throughput are important to the Company in achieving its aims of efficiency and productivity and in meeting the employee expectations detailed above.

6. ENTERPRISE EMPLOYMENT

- 6.1 An employee covered by this Agreement will be employed as:
- 6.1.1 A full time employee engaged as such for an average of 30 hours per week in accordance with this Agreement in Schedule 4; or
 - 6.1.2 A full time employee engaged as such for an average of 32 hours per week in accordance with this Agreement in Schedule 5; or
 - 6.1.3 An EVRA Casual (available/deferred) or other Casual employee is one engaged and paid as such. A casual employee will be paid the hourly rate of pay in accordance with this Agreement. The minimum payment for a casual employee will be for one shift on any one day that the employee is required to work.
- 6.2 An employee of the Company shall perform any work as the Company may reasonably require, including any function for which the employee is qualified, including work of a higher or lower grade, provided that the employee is remunerated in accordance with the Award and this Agreement. As part of this approach, the Company will multi-skill employees to facilitate this requirement being met on a broad basis.

Recruitment

- 6.3 Vacancies, including promotional and permanent Level appointment opportunities as they arise, will be filled by trained and suitable people within the business, where available.
- 6.4 The Company will apply appropriate merit-based promotion and selection criteria to its recruitment and selection processes and procedures. The selection criteria to apply in relation to permanent appointment and promotion are set out in Schedule 7.
- 6.5 Applicants in the process as detailed above will be appointed in the following order:
- 1. Permanent Full Time Employee
 - 2. EVRA Casual – (available)
 - 3. EVRA Casual – (deferred)

- 6.6 If the casual labour pool is required to be replenished the Parties will reach agreement on the recruitment process. Within that context, 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.

Termination of Employment

- 6.7 Where the Company terminates an employee's (other than Casual) employment (excluding EVRA Casuals) under this Agreement, the following notice will be given:

Period of Continuous Service	Notice
No more than 1 year	1 week
More than 1 year but no more than 3 years	2 weeks
More than 3 years but no more than 5 years	3 weeks
More than 5 years	4 weeks

- 6.8 In addition to this notice, employees over 45 years of age at the time of the giving of the notice with not less than two years' continuous service are entitled to an additional week's notice. Payment in lieu of notice will be made if the appropriate notice period is not required to be worked. At the Company's discretion, employment may be terminated by the employee working part of the required period of notice and by the Company making payment for the remainder of the period of notice.
- 6.9 The above notice periods shall apply except in instances of serious misconduct, in which case an employee may be dismissed without notice.
- 6.10 Where an employee resigns their employment with the Company, the employee will also be required to give notice in accordance with sub-clause 6.8, unless the Company agrees to waive the notice period.

Monthly Meetings

- 6.11 The Elected Representative Committee (ERC) shall meet monthly at a time agreed between the Parties to conduct the business of the ERC.
- 6.12 In addition, the Parties agree to conduct Monthly Terminal Meetings in conjunction with the ERC Meetings to review the operational objectives of the business, ship working patterns, container movements/volumes, shift working patterns of employees, hours worked, roster viability and any other matters.

- 6.13 The Parties may also agree on further benchmarks for review, subject to the growth of the businesses.

Six Monthly Review Meetings

- 6.14 The Parties and the ERC shall conduct 6-monthly site level Review Meetings of the following aspects of the operation of the Agreement:

6.14.1 the size and composition of the workforce;

6.14.2 transition from Schedule 4 to Schedule 5 arrangements;

6.14.3 the appropriateness of the roster to the number of full time employees and work patterns;

6.14.4 the use of and cancellation of extensions and the need to vary arrangements for extensions;

6.14.5 equity and fairness of opportunity to work and the mix of shift allocation for employees;

6.14.6 management of any employees unable to perform their full range of duties;

6.14.7 development and implementation of site training plans;

6.14.8 de-identified employee earnings (categories);

6.14.9 and any other matters.

- 6.15 The review shall occur as close as possible to the half-yearly anniversary dates of the implementation of this Agreement, subject to availability of the Parties.

- 6.16 The Company will provide for review at the meetings relevant de-identified data concerning labour usage, training plans, earnings, hours worked, employees on restricted duties and other material as appropriate.

7. EMPLOYEE CONCERNS AND REPRESENTATION

- 7.1 The Company acknowledges that an employee may choose to be represented by a Union delegate, a Union official or by any other employee in dealing with workplace matters with the Company. Schedule 6 sets out workplace right of entry arrangements for Union officials and workplace delegates' rights recognised by the Company.

- 7.2 Any concern by an employee that the Company has unfairly treated them may be raised in accordance with the Personal Grievance Procedure set out in Schedule 1.

8. WORKPLACE HEALTH AND SAFETY (WHS)

Objectives

- 8.1 The Parties are committed to a workplace that promotes and provides a safe working environment.
- 8.2 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.
- 8.3 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 health, safety and environment standards in the workplace.

Responsibilities

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

Regulatory Framework

- 8.6 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) and the Company's Safety Policy and Procedures.

Consultation

- 8.7 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 and consult with employees and HSRs about matters which affect, or are likely to affect, the health and safety of employees.

- 8.8 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.
- 8.9 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 employee or Elected HSRs.

Consultative mechanisms

- 8.10 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 (HSRs), a Health, Safety and Environment Committee where applicable.
- 8.11 HSRs shall be elected to represent fellow employees by fellow employees in respect of Work Health and Safety matters.
- 8.12 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.
- 8.13 A Health, Safety and Environment Committee shall be established at each site.

- 8.14 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.
- 8.15 The Parties will ensure that HSRs, 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.

Facilities and assistance to promote consultation

- 8.16 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.

Procedures for Dealing with Health and Safety Issues and Incidents

- 8.17 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 Team Leader or equivalent and subsequently to the person in charge (PIC) or Shift Leader or Shift Manager without undue delay. Where it relates to a concern and it cannot be immediately addressed, a similar process must be followed by management and their representatives and they 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 8.10 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.
- 8.18 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.

- 8.19 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 8.17.
- 8.20 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.

Manning

- 8.21 Manning for any operation will be entirely based on safe practice and operational requirements as determined by management in accordance with workplace health and safety legislation.
- 8.22 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.
- 8.23 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.

Safety Issues and Incidents

- 8.24 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:
- (a) reporting of incidents;
 - (b) following Company processes and procedures; and
 - (c) the parties also acknowledge that Company policies and procedures, as varied from time to time, also deal with safety issues and incidents, including the process for reporting and dealing with such matters consistent with Work Health and safety legislation.

- 8.25 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.
- 8.26 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.

Health and Safety Representatives (HSRs)

- 8.27 A nominal ratio of one HSR and one deputy HSR to a workgroup is agreed between the Parties as sufficient to appropriately cover the work group. The work groups will be determined at site level .
- 8.28 The Parties agree that there must be a spread of HSRs across employment categories, and cover both operations and maintenance.
- 8.29 In the event that there is a significant turnover of HSRs the Company may not be obliged to maintain the nominal ratio referred to above, provided that the applicable regulatory standards are complied with.

9. DRUG AND ALCOHOL TESTING

- 9.1 The Parties have agreed to the introduction of a workplace drug and alcohol policy including random testing, which will involve initial oral swab testing and confirmatory urine testing. The Parties will consult on finalising the details of the Policy and Procedures.

10. FIRST AID

- 10.1 On site First Aid services shall be provided through training of sufficient operational employees to Workplace Level 3 First Aid standard and their deployment on the job. Where reasonably practicable, the Ship or Yard Team Leader will be the primary first aid trained employee on the shift.

10.2 Once Phase 2 Arrangements have been entered into for a majority of full time employees at the terminal, a first aid/bus driver position will be filled on all shifts where ship working and/or R&D is being undertaken, or where there is a vessel alongside for part or all of the shift. Additional first aid trained employees will be allocated on shift where possible.

10.3 A designated First Aid room shall be available on all sites.

11. TRAINING

11.1 The Company will conduct training of employees to meet its operational /maintenance requirements and its WHS policies and procedures.

11.2 Where such training requires an employee to obtain or maintain a licence or other qualification, the Company will pay the costs associated with obtaining and maintaining such licence or qualification as long as the licence or qualification remains a requirement of the employee's job role.

11.3 The Company may utilise internal or external training providers, trainers and assessors so as to best meet its training requirements.

11.4 Certificates and/or Statements of Attainment consistent with relevant Qualifications or Units of Competency drawn from the Transport & Logistics Training Package (Stevedoring) or other training packages will be issued where applicable.

11.5 The selection of employees for training shall be based on merit based criteria as set out in Schedule 7 and designed to meet operational needs, HSEQMS requirements and in accordance with objectives identified through the Company's performance management systems and career development processes and, where appropriate, risk based training needs analysis.

11.6 Where employees are required to conduct training and assessment, they must be qualified to do so. Payment for any shifts in which an employee is deployed as a trainer or assessor shall be at the Level 4 rate under this Agreement, unless the trainer/assessor is appointed on a higher Level ordinary rate, in which case the higher rate will apply.

11.7 Employees may also be required to assist with guidance, coaching and mentoring of employees who are undergoing on-the-job training, as part of their normal work.

- 11.8 Employees attending training will be paid in accordance with this Agreement. Where receiving on the job training, an employee will receive their Level ordinary rate of pay until assessed as competent in the higher skill and will then be paid at the higher Level rate when performing in the higher paid role.
- 11.9 The Company will develop and maintain a training plan for each site, which will be reviewed by the Parties in accordance with the arrangements in sub-clauses 6.12 and 6.14.
- 11.10 It is agreed between the Parties that there will be an agreed training provider engaged. The Training provider will be determined on the standard of services and cost to meet the agreed training plan. Training delivery will be undertaken through a registered training organisation.

12. CONSULTATION ABOUT CHANGE AND CONTINUOUS IMPROVEMENT

- 12.1 It is agreed that open lines of communication shall exist between the Parties.
- 12.2 This Agreement recognises that Company management is obligated to carry out its responsibilities in accordance with Company policies and also has an obligation to consider the rights and interests of its employees in the implementation of such policies.

Company to Notify

- 12.3 Where the Company intends 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, the National Office and the relevant Branch Secretary of the Union.
- 12.4 Without limiting the generality thereof, significant effects includes termination of employment, changes in the composition, operation or size of the workforce or in the skills required, the elimination or diminution of job opportunities, promotion opportunities or job tenure, the alteration of hours of work, the need for retraining or relocation or transfer of employees to other work or locations, the restructuring of jobs, the use of contractors to perform work normally performed by employees covered by this Agreement and the legal or operational structure of the business.

Company to Consult

- 12.5 The Company undertakes to discuss with the employees affected and the Union in good faith the introduction of any change referred to in sub-clause 12.4, the effects the changes are likely to have on employees, measures to avert or mitigate any adverse effects of such changes on employees and to give prompt consideration to matters raised by the employees and/or the Union in relation to the changes.
- 12.6 The discussion shall commence as early as practicable after the Company has decided to make any changes referred to in 12.4. For the purposes of such discussion, the Company undertakes to provide in writing to the employees concerned and the Union, appropriate relevant information about the changes including the nature of the proposed changes, the expected effects of the changes on employees.
- 12.7 Where, subject to the provisions of this Clause, the Company makes a final decision 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 the FWC for conciliation and/or arbitration in accordance with the Issue Resolution procedure in clause 13 of this Agreement.

13. ISSUE RESOLUTION

- 13.1 In the event of a dispute arising in the workplace in regard to the application of this Agreement, the National Employment Standards, or any matter pertaining to the employment relationship the procedure to be followed to resolve the matter shall be as follows:

Step 1 Workplace Discussions

- 13.2 The Parties shall attempt to resolve the matter at the workplace level within seven (7) days by:
- a) An Employee, the Employee's delegate (if requested), and their supervisor meeting and conferring on the matter; and
 - b) If the matter is not resolved the matter will be raised at senior levels of management, Employee Representatives and Union officials (as appropriate).

Step 2 National Level Discussions

13.3 If the matter cannot be resolved at workplace level, the matter may be referred by either Party to National level for discussion between the Parties.

Step 3 Fair Work Commission (FWC)

13.4 If the matter cannot be resolved at National level, either Party may refer the matter to the FWC. The FWC may deal with the dispute in 2 stages:

- a) The FWC will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
- b) If the FWC is unable to resolve the dispute at the first stage, the FWC may then arbitrate the dispute;
- c) Any resultant decision or determination by the FWC under this Clause shall be binding and accepted by the Parties, subject to their rights under the Act.

13.4 If the FWC arbitrates the dispute:

- a) It may also use the powers that are available to it under the Act, and
- b) An appeal may be made against the decision.

13.5 Either Party may refer the dispute to FWC at any stage of the procedure if the procedure is not being followed or is otherwise inappropriate in the circumstances.

13.6 While the Parties are trying to resolve the dispute using the procedures in this term:

(a) work will continue under the conditions and arrangements that existed before the dispute arose; and

(b) there will be no stoppage of work, or other industrial action, by employees unless the Company directs any employee to perform work that is:

- i) not safe; or
- ii) applicable workplace health and safety legislation would not permit to be performed; or

- (iii) there are other reasonable grounds for the employee to refuse to comply with the direction. (Subject to the immediate notification to the Terminal Manager or the Company appointed proxy) of a stoppage of work by the Union or the employee/s

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

14. JOB MANNING AND WORK PRACTICES

14.1 Levels of manning, equipment and methods of operation may be varied from time to time by the Company to reflect changes consistent with safe work practices, improved technology, and new types of machinery or systems or for any other reason, subject to the obligation to consult as set out in clause 12 of this Agreement.

14.2 All employees may be utilised for any Level 1 employee duties including lashing and unlash work and, in Brisbane, mooring/unmooring duties. Arrangements for mooring and unmooring duties are contained in Schedule 3 of this Agreement.

14.3 Employees may be transferred between all areas of operation as required during a shift to reflect operational needs, subject to all rest periods being adhered to.

14.4 Employees will be ready to commence work at the designated point at each work area / site at the commencement of their shift. When on the job, work will continue until five minutes before the end of the shift. Meal breaks will be inclusive of any walking or washing time. Work will cease at the commencement time for the break and resume immediately following the break.

15. REMUNERATION

15.1 Employees shall be paid at the Level 1 ordinary rate or classification rate (as applicable) in accordance with the rostering details set out in Schedule 4 of this Agreement. Phase 2 roster and salary arrangements will be in accordance with sub-clause 15.7 and Schedule 5 of this Agreement.

15.2 Upgrade payments will apply on a shift basis where employees are deployed to a role that is above the Level 1 ordinary rate or classification rate (as applicable). An employee transferred within a shift to a higher Level role for two or more hours shall also be upgraded to that Level for the shift.

15.3 The ordinary rates for each Level are set out in the following table:

15.4 Full time employees – Ordinary Rates

Level	On Commencement of Agreement	1 March 2016 (per hour) 2.5%	1 March 2017 (per hour) 2.5%	1 March 2018 (per hour) 2.5%
		2.5% Increase	2.5% Increase	2.5% Increase
1	\$39.42	\$40.41	\$41.42	\$42.45
2	\$41.85	\$42.90	\$43.97	\$45.07
3	\$44.03	\$45.13	\$46.26	\$47.42
4	\$45.35	\$46.48	\$47.65	\$48.84
5	\$53.32	\$54.65	\$56.02	\$57.42

15.5 Casual Employee Rates

Level	On Commencement of Agreement	1 March 2016 (per hour) 2.5%	1 March 2017 (per hour) 2.5%	1 March 2018 (per hour) 2.5%
		2.5% Increase	2.5% Increase	2.5% Increase
1	\$38.62	\$39.59	\$40.58	\$41.59
2	\$41.77	\$42.81	\$43.88	\$44.98
3	\$43.01	\$44.09	\$45.19	\$46.32
4	\$47.56	\$48.75	\$49.97	\$51.22
5	\$55.91	\$57.31	\$58.74	\$60.21

15.5 Shift premiums shall also apply to these ordinary rates. The following shift premiums shall apply:

- Day shift M-F shall be paid at single time;
- Evening shift M-F paid at time and a half;
- Night shift M-F paid at double time;
- Saturday shifts paid at double time and;

- Sunday shifts at double time and a half.

15.6 Overtime for extensions at any time, or for additional shifts worked by employees after the required annual roster hours have been worked shall be paid at the secondary time rate applicable to the Level for the role performed on the extension or additional shift concerned, and paid in accordance with Clause 17 of this Agreement.

15.7 The secondary time rates for each Level are set out in the following table:

Level	On Commencement of Agreement	1 March 2016 (per hour) 2.5%	1 March 2017 (per hour) 2.5%	1 March 2018 (per hour) 2.5%
		2.5% Increase	2.5% increase	2.5% increase
1	\$30.90	\$31.67	\$32.46	\$33.28
2	\$33.42	\$34.26	\$35.11	\$35.99
3	\$34.41	\$35.27	\$36.15	\$37.06
4	\$38.05	\$39.00	\$39.98	\$40.98
5	\$44.73	\$45.85	\$46.99	\$48.17

15.8 When the introduction of Phase 2 Arrangements in Schedule 5 occurs, the Company will also determine in consultation with the Parties to this Agreement the numbers of employees to be appointed at each Level and the annual salaries to apply to those levels. A promotion selection process will be undertaken to fill those positions at Levels above Level 1.

15.9 Employees may be deployed to various roles within the Terminals on a shift-by-shift basis. The Parties recognise that there may be additional roles identified which will need to be discussed between the Parties. The Level rates applicable to each role are as follows:

General Duties	Level 1
Bus/First Aid	Level 1
Shuttle Operator	Level 1
Heavy Fork Operator	Level 1
Reachstacker Operator	Level 2

R & D Clerical (where req'd)	Level 2
ASC Operator	Level 2
Reefer Monitor	Level 2
Maintenance Storeperson	Level 2
Crane Operator	Level 3
Allocator	Level 3
Tower (Production) Clerk	Level 3
Lashing Team Leader	Level 3
Maintenance Tradesman	Level 4
Team Leader Ship	Level 4
Team Leader Yard	Level 4
Team Leader Rail	Level 4
Senior Clerk	Level 4
Shift Leader	Level 5

15.10 During the life of the Agreement the Company may re-appoint an employee to a different Level in accordance with clause 15.8 of this Agreement or as otherwise provided under the Award.

15.11 An employee whose Level reflects duties which the employee can no longer perform due to medical reasons may be redeployed to another Level within the Company and their rate of pay adjusted accordingly, subject to the following:

15.11.1 There is adequate proof provided to the Company that the employee is no longer capable of performing the duties or functions of the employee's Level.

15.11.2 There is an alternative position available at another Level within the Company.

15.11.3 There is notice in writing to the employee of the intention to apply the redeployment and any proposed pay adjustment, containing all relevant particulars known to the Company.

15.11.4 The employee has had a reasonable opportunity to recover the lost competency, skills or qualifications including the observance of any statutory requirements such as rehabilitation.

15.11.5 The employee and the Union on their behalf have been consulted and also given the opportunity to raise a grievance in accordance with Schedule 1 of this Agreement. In the latter circumstances, the redeployment and any proposed regrading shall not take effect until the matter has been determined in accordance with Schedule 1.

16. ALLOCATION AND WORKING ARRANGEMENTS

16.1 The Company will at all times be able to roster and allocate any employee individually in a flexible manner in accordance with the arrangements in this Agreement.

16.2 Employees shall work in accordance with the arrangements detailed in the following sub-sections and the roster and related rules in Schedule 4 or arrangements in Schedule 5 of this Agreement, as applicable. As noted in sub-clause 6.15 of this Agreement, when work volumes indicate, the roster and related rules in Schedule 5 of this Agreement shall apply.

16.3 Normal working shifts shall be 8 hours in duration.

16.4 Employees shall be responsible for ascertaining when they are next required for work. The Company will provide a facility for that to occur, which will include SMS and/or e-mail advice.

16.5 For Brisbane, notification of work requirements for the following day will be available before 1500 Monday to Friday. Notification of work requirements for weekend shifts (commencing with day shift Saturday, through to first shift Monday (night shift) will be available before 1500 on Friday. Where a public holiday falls on a Friday or Monday, allocation for the long weekend will be done on the day prior to long weekend, consistent with the above. Where a public holiday falls on another weekday, allocation will include the day after the holiday as well as the holiday.

16.6 For Sydney, the allocation times above will be adjusted to 1400 to reflect the intended earlier shift start times at that Terminal.

- 16.7 The Parties recognise that emergent circumstances may at times impact on the Company's ability to meet this timing, and the Company will consult with the Union and employees where it anticipates that this may be an issue.
- 16.8 In the event of an employee failing to report for duty, other employees shall still immediately commence and continue work pending a replacement employee being sourced or, if necessary, an adjustment made to the work program.
- 16.9 The Company may contact employees who have been allocated to a day off (other than a scratch day) on short notice to provide additional labour on a voluntary basis, provided no employee will be contacted between 2230 hours and 0500 hours. Notification of employees shall be performed by employees identified in Clause 15.8. Late call-in's that are accepted will be paid for the shift from the commencement time of the shift. The Parties agree to monitor usage of the above arrangements and address any issues that may arise.
- 16.10 The following table sets out shift start times, early shift start times and extension arrangements for each port:

BRISBANE	Day shift	Evening shift	Night shift
Normal shift start times	0700	1500	2300
Early shift start times	0600	1300, 1400	2200
Late shift start times	0800,0900	1600, 1700	2400
Early start for lashers	0500 (Phase 1 only), 0600	1300, 1400	2200
End of shift extension	1, 2, hrs as required 3rd and 4th hour volunteers only	1, 2, hrs as required 3rd and 4th hour volunteers only	1 hr to finish a vessel
Latest finish (including extension)		0100, or 0200 to finish a vessel	

SYDNEY	Day shift	Evening shift	Night shift
Normal shift start times	0600	1400	2200
Early shift start times	Nil	1200, 1300	2100
Late shift start times	0700	1500,(1600 in Phase 1 only)	2300
Early shift start times for lashers	0500	1200, 1300	2100
End of shift extension	1, 2 hrs as required 3rd and 4th hour volunteers only	1, 2 hrs as required 3rd and 4th hour volunteers only	1 hr to finish a vessel
Latest finish (including extension)		0100, or 0200 to finish a vessel	

- 16.11 The minimum break between worked shifts shall be 8 hours. Where an evening shift is extended past the normal finishing time for that shift, the minimum break shall be 10 hours. If an employee who has been extended on evening shift has been previously allocated to the following day shift, the Company will advise the employee whether they are required to report for work on the day shift 10 hours after work has ceased on the evening shift, or whether the allocation to day shift has been cancelled.
- 16.12 Advice of altered shift times and any required early starts will be provided at allocation time.
- 16.13 The Union and employees guarantee to provide sufficient employees to conduct all operations when required by the Company, subject to arrangements for pre-approved leave and for public holidays as set out in this Agreement.
- 16.14 Employees shall be entitled to one break of 45 minutes in any shift where work exceeds five hours. This break may be staggered between employees to ensure continuity of operations and may be advanced or retarded by up to 45 minutes by agreement on the job.

16.15 The following standard rest periods shall apply for shifts and extensions thereto:

Shift Length (including extension)	Break
8 hours	1 x 45 minute break
9- 10 hours	1 x 45 minute break plus 1 x 15 minute break
11- 12 hours	1 x 45 minute break plus 1 x 30 minute break

16.16 Variation to the configuration and timing of the breaks on extended shifts may be agreed between the Company and employees on the job.

16.17 Where an employee is unable to attend work for an allocated shift, they should notify the Company as soon as practical so that a replacement can be sourced if required and disruption to work is minimised.

16.18 If the Company is not notified of an employee's inability to attend for work before the commencement of the shift, the absence will be treated as a "Fail To Report" (FTR) and will be dealt with under the Company's absence management procedure.

17. OVERTIME

17.1 Overtime will be worked and paid in accordance with this clause.

17.2 Employees may be required to work a reasonable amount of overtime to meet operational requirements. Where an employee is required to work an extension and is unable to fulfil that extended shift due to personal commitments, they will not be forced to work more than the hours allocated the day prior, provided that sufficient personnel and/ or skills are available to complete the planned work or alternatively, the task can be completed within the proposed extension by the employees available. Advice of non-availability is to be given at the toolbox meeting at the commencement of the shift.

17.3 Employees allocated as lashers/unlashers, or as part of a ship gang required to commence unlashing prior to the ship gang commencing work may be required to commence such work 1 or 2 hours before the commencement of the allocated shift time in accordance with the tables in clause 16.10.

17.4 Additionally, end of shift extensions may also be worked in accordance with the table in clause 16.10.

- 17.5 The requirement for an end of shift extension will be notified to employees during the meal break.
- 17.6 An end of shift extension initially notified as a 1, 2 or 3 hour extension may be further extended to 2, 3 or 4 hours, provided that there are volunteers prepared to work the additional period.
- 17.7 An end of shift extension, once notified, may be cancelled at any time prior to the end of the shift. However, employees nominated to work the extension will be paid a 1-hour extension in such circumstances.
- 17.8 Extensions of rostered shifts shall be paid at the following multiples of the secondary time rate (clause 15.6 rate) applicable to the work being performed during the extension:
- Extensions to day shift Monday to Friday - double time
 - Extensions to evening shift Monday to Friday - double time and a half
 - Extensions to night shifts Monday to Saturday - triple time
 - Extensions to day and evening shift Saturday - triple time
 - Extensions to Sunday shifts - triple time and a half
 - Extensions to public holiday day and evening shifts - triple time and a half.
 - Extensions to a public holiday night shift - quadruple time.
- 17.9 Extensions and hours worked beyond 1560 hours (including extensions beyond 1560) will be paid at the following multiples of the secondary time Level rate (clause 15.6 rate) appropriate to the work being performed on the overtime shift:
- Monday to Saturday - double time
 - All shifts on a Sunday and public holiday day and evening shifts - double time and a half
 - Public holiday night shifts - triple time.

17.10 Some or all of a ship gang may be required to complete lashing work within the shift or extension, or as an end of shift extension if required at the completion of ship working.

17.11 An employee who has commenced lashing work prior to the allocated shift start time shall not be required to work an end of shift extension unless there are no other suitably qualified employees available to work the end of shift extension. Clause 17.2 shall also apply to these circumstances.

17.12 A meal allowance of \$18.21 (to be increased in accordance with the wage rates in this Agreement), shall apply to overtime shifts in accordance with table below:

Meal Allowance	On Commencement of Agreement	1 March 2016	1 March 2017	1 March 2018
		2.5% Increase	2.5% Increase	2.5% Increase
	\$18.21	\$18.67	\$19.13	\$19.61

17.13 A meal allowance shall apply where an 8-hour shift is extended beyond 9 hours.

17.14 Any extension will be worked by the minimum complement of employees necessary to perform the work.

17.15 An employee may also be required to work up to 30 minutes preparatory and/or closing work and shall be paid for the period so worked at the secondary Level rate applicable to the work performed and at the extension multiple applicable to the shift. Advice of preparatory work will be given at allocation time. Advice of closing work may be given at any stage before the end of the shift.

17.16 Where an end of shift extension is worked, an additional break will apply in accordance with sub-clause 17.12 of this Agreement, not including any early start extension or preparatory work. Any such break shall normally be taken at the end of the normal shift, unless otherwise agreed on the job.

18. LEAVE ENTITLEMENTS AND PUBLIC HOLIDAYS

18.1 Leave entitlements under this Agreement shall accrue and be paid at the Level 1 ordinary rate of pay or their appointed classification, until such time as it is agreed that employees be selected for and appointed to higher Level positions as detailed in

Schedule 5. From that time, leave shall accrue at the employee's Level salary of pay. All leave shall accrue from 1st July each year. Any leave prior to the first full year of operation from this date shall be pro-rated.

Long Service Leave

- 18.2 Long Service Leave entitlements for employees shall be in accordance with Schedule 8 of this Agreement. Long Service Leave loading of 27.5% is incorporated in the Level ordinary rates of pay.

Personal Leave

- 18.3 Personal Leave for employees shall be in accordance with the relevant National Employment Standard and this Agreement.
- 18.4 On commencement, an employee will be entitled to pro rata of 13 days Personal Leave for the balance of the pay year. At the start of each subsequent pay year, an employee will receive a further 13 days Personal Leave.
- 18.5 Personal Leave entitlements shall consist of 13 days to cover absences due to an employee not being fit for work due to a personal illness or injury, or an employee providing care for an immediate household or family member who requires the employee's care or support because of a personal illness or injury or an unexpected emergency.
- 18.6 Personal Leave is cumulative and may be paid out on termination or otherwise, in accordance with clauses 23.2 and 23.3 of the Award.
- 18.7 Any Personal Leave paid out to employees in accordance with the Award or this Agreement shall be paid in accordance with the relevant ordinary time Level ordinary rate of pay.
- 18.8 Employees shall also be entitled to 3 days compassionate leave for each permissible occasion in accordance with the arrangements set out in the NES.
- 18.9 For the purposes of personal/carer's leave and compassionate leave, immediate household or family member means:
- (a) a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the employee; or

- (b) a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the employee.

18.10 An employee may be required to provide evidence supporting a claim for payment of personal/carer's leave as provided by the NES. The Parties recognise that the Company has rights under the NES to require confirmation of the reason for an employee's absence where the employee is claiming personal/carer's leave and that the Company may exercise this right where absence issues are of concern to it.

Annual leave

18.11 Annual Leave for employees shall be in accordance with the relevant National Employment Standard and this Agreement. Employees under this Agreement are considered shift workers for the purposes of annual leave and therefore entitled to 5 weeks annual leave, unless otherwise agreed between the Parties for specific circumstances.

18.12 Annual leave loading of 27.5% is factored into the Level ordinary rates of pay.

General

18.13 All periods of leave, other than personal/carer's leave due to unanticipated illness or injury, must be applied for by the employee and agreed by the Company in advance of it being taken. Each week of leave shall be taken from the Monday of each week and the five days of leave shall include being off roster on the following Saturday and Sunday.

18.14 Applications for personal/carer's leave must be lodged as soon as practicable.

18.15 Annual Leave shall generally be taken within 12 months of it becoming due. Applications for Annual Leave, Long Service Leave and days in lieu/ accrued days will be managed by the Company to ensure that overall employee availability is appropriately maintained in each site.

Parental Leave

18.16 The parental leave provisions in the Act shall apply except to the extent varied by this Agreement.

- 18.17 The Company agrees to also apply the Federal Government's Paid Parental Leave Scheme of 18 weeks pay at the minimum wage in addition to parental leave arrangements under this Agreement of up to a maximum of 12 weeks paid leave.
- 18.18 Employees shall, after 12 month's continuous service, be entitled to the following paid parental leave as part of their entitlement to a total of 52 weeks parental leave in relation to the birth of a child:
- 18.18.1 Six (6) weeks' maternity leave where a female employee is the mother of a newly born child and has 12 months continuous service, increasing by 1 week for each additional year of service to a maximum of 12 weeks; or
- 18.18.2 One (1) week's parental leave where an employee is the non-birth parent of a newborn child. This includes same sex couples.
- 18.19 The balance of any period of parental leave will be unpaid. An employee may however apply to take available annual leave, Long Service Leave or accrued days' entitlements in conjunction with their paid parental leave entitlement as part of any parental leave absence.
- 18.20 Where an employee is the primary care giver for a new-born child, the employee may apply to their manager for up to an additional 52 weeks of unpaid parental leave.
- 18.21 Adoption leave, special maternity leave and provisions for employees returning to work after parental leave shall otherwise be in accordance with the National Employment Standard.

Public Holidays

- 18.22 The following public holidays will be deemed to be voluntary public holidays :
- Good Friday
 - Anzac Day
 - Labour Day
 - Picnic Day
- 18.23 Nothing prevents any employee from declining or volunteering to work on these voluntary public holidays, providing that employees can be compelled to work where

insufficient employees with the necessary skills volunteer to the extent required to cover ship working requirements on that day.

18.24 Employees shall be deemed to be available to work voluntary public holidays unless they make application to be off.

18.25 On Christmas Eve and Christmas Day the Company will not conduct operations between the end of day shift on Christmas Eve and the commencement of day shift on Boxing Day.

18.26 An employee may however be required to work during this period in the case of marine casualties and reefer monitoring.

18.27 Where relevant, employees who are available for work on evening or midnight shift on New Year's Eve and who are not allocated to day shift on 31 December may exercise an option, if required by the Company to work the evening or midnight shift, to either:

18.27.1 Volunteer and work the evening or midnight shift and have that shift counted for roster purposes; or

18.27.2 Opt to be free from duties on those two shifts.

18.28 The option to be free from duty shall not constitute a counted shift within their rostering arrangements.

18.29 Phase 1 employees, Casuals and Phase 2 employees on an Irregular shift employees on 31 December may be allocated to day shift that day if required by the Company, to perform work on that shift.

18.30 The following public holidays will not be deemed voluntary, however the Company will seek volunteers in the first instance (minimum calendar week notice to employees). Nothing prevents any employee from declining or volunteering to work on these public holidays providing that employees can be compelled to work where insufficient employees with the necessary skills volunteer to the extent required to cover ship working requirements on that day:

- New Year's Day
- Australia Day
- Easter Saturday

- Easter Monday
- Queen's Birthday
- Royal Show Day (Brisbane)
- Boxing Day

18.31 Employees may be required to work on those days.

18.32 In any port where an additional holiday is gazetted beyond the above listed public holidays, employees may be required to work on that day.

18.33 Where the relevant State government gazettes a substitute public holiday, the voluntary day or public holiday arrangements will apply on the substitute day, unless otherwise agreed at a local level. The only exceptions to this are Anzac Day, in which case the holiday will be observed on 25 April, and Christmas Day where an employee is required to work in accordance with sub-clause 18.25, in which case employees required to work will be paid the voluntary holiday rate on Christmas Day and not on the substitute or alternative holiday.

18.34 Employees who work on a public holiday shall be paid at the Award public holiday rates of pay and no hours will be counted towards the annual hours total. Employees who work on a voluntary public holiday shall also be entitled to a day in lieu.

18.35 Where an employee is available to work by virtue of being on a scratch day, and is not required to work on any public holiday (voluntary holiday or otherwise), they shall be paid 8 hours at the Level 1 ordinary rate and have 8 hours counted towards their annual total.

18.36 Where a public holiday falls during an employee's period of annual leave, the employee shall receive a day in lieu for the public holiday.

19. SUPERANNUATION

19.1 The Company will be a participating employer in Maritime Super and will comply with its obligations as a participating employer if an employee nominates that fund and is accepted by the fund.

19.2 The Company will make SGC superannuation contributions on behalf of its employees to the employee's nominated complying superannuation fund. The Company will make an employer contribution to Maritime Super of 12% (this

excludes the Trust Deed obligations) for each employee member, calculated on the same basis as normal employer contributions to that fund. Total contributions will absorb any additional employer contributions required by SGC legislation.

19.3 The Company will allow employees to salary sacrifice additional voluntary superannuation contributions where the employee so nominates. Compulsory employee contributions to Maritime Super may also be salary sacrificed. Such elections may be varied at no less than 6-month intervals and require notification by the employee 1 month ahead of required implementation.

19.4 Employees who are on workers compensation shall have their normal employee contributions to Maritime Super deducted from any workers compensation payments and/or suitable duties earnings during a period of workers compensation, unless the Company is otherwise advised by the employee. Where such contributions are deducted and paid to Maritime Super on behalf of the employee, the Company will also make the normal employer contribution as required by the Maritime Super Trust Deed and this Agreement.

20. OTHER ENTITLEMENTS

20.1 The Company will provide adequate supply of coffee, tea, milk and sugar at each Terminal.

21. REDUNDANCY ARRANGEMENTS

21.1 In circumstances where the Company has a need to reduce the size of its workforce, it shall advise the Union and employees in accordance with clause 12 of this Agreement.

21.2 Having followed the process in sub-clause 21.1 above, the Company shall make a final declaration of redundancy together with details such as the number of surplus people, skills and affected areas etc. and shall make this available to the Union and employees.

21.3 Where redundancy occurs, notice of termination or payment in lieu shall be in accordance with sub-clauses 6.8 and 6.9 of this Agreement.

21.4 Where redundancy occurs, employees shall also be entitled to severance payments of 3 weeks per year of service with the Company, capped at 52 weeks. In applying these severance pay arrangements, the Company undertakes that no employee will

receive a lesser severance payment than would apply under the NES for the same period of service.

- 21.5 Payment will be made at the employee's ordinary rate of pay for his or her ordinary hours of work in Phase 1. In Phase 2, the level of payment will be the employee's salary rate.

22. MARITIME SECURITY

- 22.1 Under the Maritime Transport and Offshore Facilities Security Act and anticipated successor legislation, the Company's Terminals are required to have in place a Maritime Security Plan. All employees working on the sites covered by this Agreement are required to comply with the site Maritime Security Plan and with other requirements of the legislation. Employees are also required to co-operate with officers of Federal and State agencies that may be required to access the Company's Terminals in the course of their duties.
- 22.2 Employees will be required to have or obtain a Maritime Security Identification Card (MSIC) when commencing employment with the Company and will be required to maintain the validity of their MSIC while employed by the Company.
- 22.3 The Company will cover the cost of an MSIC for employees, including any normal renewal costs as they arise. Replacement of a lost or stolen MSIC will be at the employee's expense.
- 22.4 If the issuing authority withdraws or refuses to issue or renew an employee's MSIC, the employee will be stood down, pending any appeal process that the employee may be entitled to initiate. Employees in this situation will be permitted to access any paid leave entitlements, or if paid leave has been exhausted, leave without pay, pending finalisation of such appeal processes. If the employee elects not to appeal, or the appeal is dismissed, the employees' employment with the Company will be terminated.
- 22.5 Employees will also be required to comply with all Company policies in relation to security and confidentiality of data, including, but not limited to, not sharing system log-ins and passwords or other unique identifiers for access to the Company's systems.

23. WORKERS COMPENSATION

- 23.1 Where an employee is injured at work, the appropriate Workers Compensation Act shall apply.
- 23.2 Employees are required to comply with rehabilitation and return to work plan requirements as established by their treating doctor in consultation with the Company's insurer and Return To Work Co-ordinator.

24. PAYMENT OF WAGES

- 24.1 Payment of wages for all employees will be made fortnightly into the employee's nominated financial institution(s). Payment will be made noon on the same day each fortnight (Thursday). Where practicable, pay advice shall be issued to the employee on the same day that bank transfer of wages occurs. Where it is agreed that an employee has not received the correct amount due, the Company will make an adjustment as soon as practicable.
- 24.2 An employee may nominate a fixed amount of their payment to be deposited each fortnight into one account with the balance deposited into another account. Such election for a two-account structure and the amount of deduction may not be altered, once made, for a period of 12 months unless otherwise agreed. Employees will be required to provide at least 1 month's notice of any required changes.

25. FLEXIBILITY CLAUSE

- 25.1 The Company and an employee covered by this Enterprise Agreement may agree to make an individual flexibility arrangement (IFA) to vary the effect of terms of the Agreement if:
- (a) The terms of the IFA deal with any of the following matters:
 - (i) arrangements for when work is performed;
 - (b) The IFA meets the genuine needs of the employer and employee in relation to the matters mentioned in paragraph (a); and
 - (c) The IFA is genuinely agreed to by the employer and employee; and
 - (d) The IFA results in the employee being better off overall than if no IFA were made; and

- (e) The Company otherwise complies with the requirements of the Act in relation to the making of IFAs.

25.2 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 the employee agree in writing - at any time.

26. DOMESTIC VIOLENCE SUPPORT

26.1 General Principle

The Company recognises that employees sometimes face situations of violence or abuse in their personal life that may affect their attendance or performance at work and is committed to providing support to staff that experience domestic violence.

26.2 Definition

Domestic violence includes physical, sexual, financial, verbal or emotional abuse by an immediate family member as defined in this Agreement.

26.3 General Measures

- (a) The Company will advise its Employee Assistance Program ("EAP") provider of its policy on this matter and encourages employees to utilise the EAP service where a domestic violence issue is impacting, or is likely to impact, on an employee's attendance or performance at work.
- (b) Where an employee's attendance or performance at work suffers as a result of experiencing domestic violence, the Company may seek to discuss with the employee and I or the employee's counsellor what action might be available to the employee that would assist in addressing work attendance or performance issues.
- (c) Proof of domestic violence may be required by the Company and may be in the form an agreed document issued by the Police Service, a Court, a Doctor, a Domestic Violence Support Service or Lawyer. Provision of such documentation may be facilitated through the EAP provider if the employee does not wish to discuss the matter directly with their manager.

- (d) All personal information concerning domestic violence will be kept confidential in line with Company Policy and relevant legislation. No such information will be kept on an employee's personnel file without their express written permission.
- (e) An employee experiencing domestic violence may raise the issue with their immediate manager or with the EAP. The manager may seek advice from the Company's Head Office and I or the EAP provider.
- (f) Where requested by an employee, the EAP Counsellor will liaise with the employee's manager on the employee's behalf, and will make a recommendation on the most appropriate form of support to provide in accordance with sub clauses 26.4 and 26.5.
- (g) The Company will develop guidelines to supplement this clause and which detail the appropriate action to be taken in the event that an employee reports domestic violence.

26.4 Leave

- (a) An employee experiencing domestic violence will have access to personal leave and other accrued leave entitlements for medical appointments, legal proceedings and other activities related to domestic violence.
- (b) This leave may be taken as consecutive or single days or as a fraction of a day and can be taken without prior approval if circumstances require, provided the employee makes reasonable endeavour to advise their manager of their inability to attend for work.
- (c) An employee who supports a person experiencing domestic violence may take carer's leave to accompany them to court, to hospital, or to mind children.
- (d) The Company may make additional leave available at its discretion on a case-by-case basis.

26.5 Individual Support

In order to provide support to an employee experiencing domestic violence and to provide a safe work environment to all employees, the Company will consider any reasonable request from an employee experiencing domestic violence for:

- changes to their span of hours or pattern or hours and/or shift patterns;
- job redesign or changes to duties;
- relocation to suitable employment within the Company;
- any other appropriate measure including those available under existing provisions for family friendly and flexible work arrangements.

27. JURY DUTY

- 27.1 Employees called up for Jury Duty and will be paid at the employee's Level ordinary rate for up to 30 hours per week, with each day of jury duty being paid at 8 hours up to that total. Each day of Jury Duty in any week will be counted as 8 hours towards the annual total hours, up to a maximum of 30 hours per week. Where Phase 2 arrangements are in place for operations the paid hours shall be 32 hours per week.
- 27.2 Any payment the employee receives from the court for attending Jury Duty on days for which the Company pays the employee will be deducted from the payment of wages.
- 27.3 The Company will not impede an employee from meeting their obligation to attend for Jury Duty. No time limit will be placed on an employee by the Company as to how long they can stay on Jury Duty as this is determined by the case under question and the court.
- 27.4 Jury service does not include attendance at court as a litigant or a witness.
- 27.5 Employees required to attend Jury Duty are required to supply a copy of the summons to support the Jury Duty payment.
- 27.6 If an employee does not wish to attend Jury Duty, they may seek a letter from the Human Resources department seeking to have them excused from the service upon producing copy of summons. However, the Company is not obliged to provide such letter, nor is any such letter guaranteed to enable the employee to be excused from Jury Duty.
- 27.7 Time off for Jury Duty must be documented on the 'Application for Leave' form and submitted to the Manager and the HR Department for approval.

28. INCOME PROTECTION

- 28.1 The Company agrees to provide and pay for income protection insurance for employees covered by this Agreement in relation to accident or injury circumstances that prevent an employee from being available for work.
- 28.2 The income protection benefit provided by the insurance will be 75% of an employee's earnings, for up to a maximum period of 2 years, subject to certain qualifying arrangements.

29. SIGNATORIES

Signed for and on behalf of
Brisbane Container Terminals Pty
Limited
by its duly authorised representative
in the presence of:


Signature of authorised representative

HARRIET MIHALOPOULOS
Name of authorised representative
(please print)

GM, HR & IR
Capacity

16/11/2015
Date

150-160 Foreshore Road, Port Botany
Address

Signed for and on behalf of
Sydney International Terminals Pty Limited

by its duly authorised representative
in the presence of:


Signature of authorised representative

HARRIET MIHALOPOULOS
Name of authorised representative
(please print)

GM, HR & IR
Capacity

16/11/2015
Date

150-160 Foreshore Road, Port Botany
Address

Signed for and on behalf of
the Maritime Union of Australia
by its duly authorised representative
in the presence of:


Signature of authorised representative

Will TRACEY
Name of authorised representative
(please print)

DEPUTY NATIONAL SECRETARY
Capacity

18/11/15
Date

Level 2, 365 Sussex St
Address
SHONET 200

Signed by
Employee Representative


Signature of Employee Representative

Warren Smith
Name of authorised representative
(please print)

Assistant National Secretary
Capacity

16/11/15
Date

Lvl 2, 365 Sussex St Sydney 2000
Address

SCHEDULE 1 - GRIEVANCE PROCEDURE

1. Where an employee is concerned that the Company has in some way acted unfairly towards them (for example, they consider they have been passed over in merit-based selection processes to fill a promotional position, or in the provision of training) the employee may initiate a grievance claim.
2. A grievance should be raised verbally in the first instance with the employee's manager. A delegate or other employee representative may accompany the employee in doing so. The manager will record the grievance, investigate the matter and respond to the employee verbally within 7 days.
3. Where the employee is not satisfied with the manager's response, the employee may lodge a written grievance within 7 days. The written grievance should specify:
 - 3.1 what action by the Company the grievance is about; and
 - 3.2 any arguments or evidence that the employee considers the Company should have considered or given more weight to; and
 - 3.3 what outcome the employee is seeking.
4. The Terminal Manager (or Company appointed proxy) will reconsider all aspects of the matter, and if requested, give the applicant and any Union or employee representative the opportunity to put the case personally.
5. The Terminal Manager (or Company appointed proxy) shall advise the employee and, if involved, any Union or employee representative in writing of its response within seven (7) days of the written grievance being lodged.
6. If the employee's grievance is not addressed to the employee's satisfaction by the above processes, depending on the nature of the alleged grievance, one or more of the following options shall be adopted as a means of its resolution:
 - 6.1 Further discussions involving the General Manager - Human Resources and Industrial Relations, the employee and / or the employee's Union or other employee representative;
 - 6.2 Reference to the FWC in accordance with the Issue Resolution procedure set out in Clause 13 of this Agreement.

SCHEDULE 2 - PERSONAL PROTECTIVE EQUIPMENT (PPE) AND CLOTHING

1. Subject to any change necessitated by WHS considerations, the following shall apply.
2. PPE - Employees will be issued with the following personal protective equipment (PPE) that is necessary to the performance of their duties:
 - Safety hard hat; one, replaced subject to fair wear and tear;
 - Hearing protection (ear muffs); one, replaced subject to fair wear and tear;
 - Wet weather gear and winter jacket every two years, or replaced subject to fair wear and tear;
 - One Jumper every year
 - Sun hat and sunglasses replaced subject to fair wear and tear
 - Additionally, earplugs and sunscreen will be available for on job issue.
 - Two pairs of overalls per year. Maintenance receive three additional pairs overalls per year
 - Steel-capped safety boots /shoes; one pair per year.
 - Safety Gum boots; one pair if the employee elects, replaced on a fair wear and tear basis.
 - A carry bag.

Fair wear and tear does not include lost or stolen PPE. Replacement of lost or stolen items shall be at the employee's expense.

3. Personal Clothing - Employees will be issued with and shall at all times wear at work Company clothing as supplied. Employees will be issued with four sets of overalls/action backs or long sleeve shirt and trouser/short combinations. Clothing shall be issued annually at the time of the anniversary of an employee's date of joining. Lightweight overalls and trousers will be provided where required.
4. Standard - All clothing is to be Company approved and conform to the requirements of the relevant Australian Standard and reviewed in consultation with the WHS representatives/committee in each port. Outer garments will be high viz as appropriate.
5. General - Personal Company clothing is required to be worn at all times and PPE must also be worn in accordance with safe work procedures. No employee will be permitted

to commence work without the proper attire. Any time lost through an employee presenting for work without appropriate gear shall be unpaid. Work shall carry on without the absent employee until they return to the job correctly attired.

6. Cleaning and Laundering - Cleaning and laundering of all Company clothing and protective equipment shall be the responsibility of the individual employee. The Company will provide washing machine(s) and dryer(s) on site for employees to use for laundering clothing and PPE.
7. Prescription Spectacles - The Company will reimburse employees for the repair or replacement of prescription spectacles broken or damaged at work to a maximum of \$300. Any reimbursement will be subject to the prescribing optometrist's report being provided.

SCHEDULE 3 - MOORING AND UNMOORING (BRISBANE)

1. The Union and employees undertake that sufficient employees will make themselves available for mooring/unmooring/warping work (referred to in this clause as "mooring") as required. This availability continues to apply in all circumstances, including industrial disputes, stop work meetings, volunteers-only public holidays and non-working shifts over Christmas, or any other circumstances which might otherwise impact on the availability of employees.
2. The organisation and performance of any mooring work shall at all times be under the direction of management, in consultation with the Mooring Master and sufficient employees will be deployed to enable the work to be undertaken safely.
3. Mooring work performed during a normal shift or extension attracts no additional payments and will be performed by employees convenient to ship or R&D operations.
4. Any call-in mooring requested by the vessel shall attract a 2-hour minimum payment of \$69.51 per hour, indexed in accordance with the wage rates in this Agreement. Where mooring/unmooring work exceeds 2 hours, additional time will be paid in hourly increments at that rate, as required.
5. Employees to be called in for mooring between 2000 on the day of allocation and 2000 the following day will be advised at the normal employee allocation time. Employees allocated to mooring work may subsequently be cancelled without penalty up until 12 hours before the nominated engagement time, at which point, employees will be entitled to the 2-hour minimum payment, if the engagement is cancelled. Engagement times may be advanced or retarded by up to 4 hours without attracting any additional payment.
6. Absent allocated employees will not be paid. The mooring gang will be required to work short-handed and the absent employee's mooring payment will be split among the other employees.
7. An employee under this Agreement will be appointed as Mooring Master. The Mooring Master's duties will be to organise, attend and perform administrative tasks and hands-on functions in respect of all moorings, in consultation with Brisbane site management.
8. The Mooring Master will be entitled to the 2 hr payment for each call-in mooring and will also receive a payment of 2 hrs in recognition of the administrative duties associated with the position within a 24 hour window of the vessel arriving.

9. The Mooring Master will be rostered and deployed as an operational employee and perform Mooring Master duties when required. The Parties will confer about relief arrangements and /or transition to a non-operational role as work levels increase.
10. Mooring payments do not attract any leave accruals and will not be counted towards annual worked hours.

SCHEDULE 4 - PHASE 1 ROSTER

Week	Mon	Tue	Wed	Thu	Fri	Sat	Sun
1	D/I	D/I	D/I	D/I	D/I	D/I	D/I
2	E/I	E/I	E/I	E/I	E/I	E/I	E/I
3	N/I	N/I	N/I	N/I	N/I	N/I	N/I
4	I	I	I	I	I	OFF	OFF
5	D/I	D/I	D/I	D/I	D/I	D/I	D/I
6	E/I	E/I	E/I	E/I	E/I	E/I	E/I
7	N/I	N/I	N/I	N/I	N/I	N/I	N/I
8	OFF	OFF	OFF	OFF	OFF	OFF	OFF
D/I	2	2	2	2	2	2	2
E/I	2	2	2	2	2	2	2
N/I	2	2	2	2	2	2	2
I	1	1	1	1	1	0	0
OFF	1	1	1	1	1	2	2

Roster Rules

In addition to the provisions of Clause 16 (Allocation and Working Arrangements), the following allocation rules will apply to this roster, subject to skills:

1. Employees shall work 1560 hours annually, and are available to be allocated to shifts in accordance with the roster, subject to any agreed leave arrangements.
2. The annual hours are based on a 30-hour week and include leave counted at 30 hours per week (annual leave) and 8 hours per day (personal leave and accrued days taken).
3. Employees will be paid 30 hours at the Level 1 ordinary rate each week, plus any higher duties payments for any shifts worked in the week, plus any shift premiums applicable to any shifts worked in the week, plus any extensions or preparatory/closing work performed in the week, plus any leave as noted above.
4. Once the 1560 annual hours have been worked in any year, the employee will be paid 30 hours at the Level 1 ordinary rate each week, plus the applicable overtime rate for

each shift worked in the week, plus any extensions or preparatory/closing work performed during the week.

5. Employees with the lowest pro rata target annualised hours may be allocated first on each occasion in accordance with the panel tumble and pick up. Thereafter, higher panels on the roster will be allocated before lower panels (e.g., Panel1 before Panel5 for day work, etc).
6. Employees in D/I panels will be allocated to day shift prior to E/I, N/I and I, in that order.
7. Employees in E/I panels will be allocated to evening shift prior to D/I, N/I and I, in that order.
8. Employees in N/I panels will be allocated to night shift before I, D/I and E/I, in that order.
9. Employees in I panel will fill in where required after D/I, E/I and N/I have been allocated, in that order.
10. Casual employees will only be allocated once all permanent employees are exhausted in the allocation process.
11. Once employees have been allocated to shifts, the following arrangements will apply where work is subsequently not required on those shifts:
 - (a) Day and Evening shift Monday - Saturday - 4-hour walk up start shall apply as additional hours towards the annual total.
 - (b) Night shift Tuesday to Saturday - shift may be cancelled without penalty and, where the employee agrees, the employee may be reallocated to a shift later that day. Advice of such cancellation shall be given no later than 0900 or if cancelled after 0900 a 4 hour walk up start shall apply as additional hours towards the annual total.
 - (c) All Sunday shifts, public holiday shifts - shift may be cancelled without penalty and employees reallocated to subsequent shifts. An employee may only be reallocated to a subsequent shift on the same day by agreement. Advice of such cancellation shall be given by 0900 Saturday for Sunday night shift and day shift and 0900 Sunday for Sunday evening shift and Monday night shift and any subsequent public holiday shifts or if cancelled after 0900 4 hour walk up start shall apply as additional hours towards the annual total.

- (d) Notification time for all Sydney cancellations will be 0800, based on the earlier shift start times.
12. Employees shall not work more than 6 days in a row, with the option of volunteering up to 10 days in a row at Brisbane Container Terminal only, including days off for personal leave.
 13. 8th week is OFF unless the employee is more than 30 worked hours behind on the pro rata to annual hours. Employees will be advised of any such deficit through weekly posting of annual hours.
 14. Employees may scratch for up to 8 days across each roster cycle, provided that the Company is notified of such scratchings before 1500 on the day prior to notification of allocation. Earlier notification is encouraged. Scratchings are zeroed each roster cycle.
 15. The Company may limit the number of employees able to scratch on any given day, or for any particular shift, where skills are an issue.
 16. The Parties will review any issues with scratchings during the regular review processes.
 17. Level 5 employees and maintenance employees covered by this Agreement will work in accordance with rostering arrangements to be agreed locally.
 18. Annual hours shall recommence and shall be zeroed on July 1 of each year.

SCHEDULE 5 - PHASE 2 ARRANGEMENTS - 32-HOUR OPERATIONS

Roster Rules and Related Commitments

1. The Parties commit to initiating discussion in accordance with Clause 6 for the implementation of Phase 2 based on the triggers agreed in the workplace review provisions in this Agreement.
2. The Parties commit to implementing Phase 2 Arrangements as soon as reasonably practicable and not later than 3 months after Phase 2 arrangements being agreed in the Site Reviews in accordance with Clause 6.12 and 6.14.
3. Where the level of work requires that positions under Phase 2 Arrangements need to be filled, employees will be selected for those positions in accordance with the selection procedures in this Agreement.
4. In implementing Phase 2 Arrangements the Parties shall consider operational requirements relevant to the terminal to configure the roster to maximise the number of employees.
5. Employees will be allocated to the shifts nominated in the roster once configured, subject to skills.
6. Cancellations - where an employee on the configured roster cannot be utilised on their designated shift/day, they may be allocated to another shift/day of equal value (paid hours) that is otherwise designated OFF in the configured roster, except for Rostered Off Weeks (ROW).
7. Employees can apply to work an extra day in the roster on any OFF day other than Rostered Off Weeks (ROW) in exchange for a nominated day off on a day on which they would otherwise be required to work. Such protected days shall only apply on a "like for like" basis, based on the value (paid hours) of the extra shift worked.
8. At the time the roster is agreed to be introduced, the Parties will consult on the numbers of employees to be appointed to Level 2, 3 and 4 positions within the roster and it is agreed that selection processes will be undertaken consistent with this Agreement, to fill the nominated positions.
9. The Parties also agree that salaries will be introduced for employees on the configured roster, based on the then applicable Level ordinary rates and the shift multiples indicated by the roster.

10. Level 5 employees and maintenance employees employed under this Agreement will work in accordance with rostering arrangements to be agreed locally.

11. PERMANENT INDICATIVE ROSTER

To assist in meeting anticipated labour requirements, additional employees shall be engaged on the following roster.

Week	Mon	Tue	Wed	Thu	Fri	Sat	Sun
1	E//OFF	E//OFF	E//OFF	E//OFF	E//OFF	E//OFF	E//OFF
2	D//OFF	D//OFF	D//OFF	D//OFF	D//OFF	D//OFF	D//OFF
3	N//OFF	N//OFF	N//OFF	N//OFF	N//OFF	N//OFF	N//OFF
4	E//OFF	E//OFF	E//OFF	E//OFF	E//OFF	E//OFF	E//OFF
5	I/ OFF	I/ OFF	I/ OFF	I/ OFF	I/ OFF	I/ OFF	I/ OFF
6	D//OFF	D//OFF	D//OFF	D//OFF	D//OFF	D//OFF	D//OFF
7	N//OFF	N//OFF	N//OFF	N//OFF	N//OFF	N//OFF	N//OFF
8	OFF	OFF	OFF	OFF	OFF	OFF	OFF
D//OFF	2	2	2	2	2	2	2
E//OFF	2	2	2	2	2	2	2
N//OFF	2	2	2	2	2	2	2
I/ OFF	1	1	1	1	1	0	0
OFF	1	1	1	1	1	2	2

Roster Rules

1. Employees will be engaged at the Level 1 salary rate applicable under the 32 Hour Operations roster above and paid that salary amount each week plus any upgrade payments worked on a shift basis, plus any extensions and preparatory / closing work payments.
2. All leave entitlements will accrue at the average Level salary rate worked by the employee in the accrual period. Annual leave and LSL (when applicable) is to be taken in weekly amounts, Monday to Sunday.

3. Employees will be required to work as per the paid hours in the configured roster per year. Shifts worked will be deducted from that target number according to their paid hours value.
4. Employees will be allocated to the indicative shifts on the roster where work is available on those shifts. If work is not available on those shifts, employees will be allocated as Irregular.
5. Annual leave (and LSL when applicable) will be deducted from the annual target hours at 32 hrs per week.
6. Personal leave will be deducted at 8 hrs per day.
7. 8th week is OFF unless the employee is more than 32 paid hours behind on the pro rata to annual target hours. Employees will be advised of any such deficit through weekly posting of annual hours.
8. Employees are able to scratch for 8 days in the 8 week working cycle, provided that notice is given at least by the allocation time the day before the indicative shift would have been worked. Earlier notification is encouraged.
9. Extensions worked will be paid in accordance with this Agreement, except where the employee is more than 32 hours behind on the pro rata to annual target hours, in which case the extension hours will be counted at their paid value against the annual hours target.
10. All hours worked after the paid hours in the configured roster per year will be paid as overtime shifts in addition to the salary, which is paid in 26 fortnightly instalments.
11. Where it is apparent that an employee or employees on this roster will fail to meet the annual target hours, the Parties will confer in the review process to determine the appropriate course of action.
12. Allocation will be conducted on a point system to ensure equal opportunity to work, subject to skills.
13. Annual hours shall commence from July 1 each year and any annual hours prior to the first full year of operation from this date shall be pro-rated.
14. Annual hours shall recommence and shall be zeroed on July 1 of each year.

SCHEDULE 6 - RIGHT OF ENTRY AND CHARTER OF DELEGATES' RIGHTS

1. Right of Entry

The Parties acknowledge the rights and obligations established under Part 3-4 of "the Act", and have agreed the following arrangements to give effect to those provisions:

- 1.1 Where an MUA Official seeks entry to a workplace during a shift meal break covered by this Agreement, a courtesy notification will be provided to the Terminal Manager (or Company appointed proxy) to confirm proposed timing of any such visit.
- 1.2 If the Terminal Manager (or Company appointed proxy) is unavailable, the Official will contact the senior manager on site at the time.
- 1.3 Where an MUA Official seeks entry outside of a meal break, to a workplace covered by this Agreement, this shall be done in accordance with the relevant legislation.
- 1.4 Where the Official and the Terminal Manager (or Company appointed proxy) cannot agree on appropriate arrangements to apply to the proposed visit, the matter will be progressed in accordance with the Issue Resolution Procedure in this Agreement.
- 1.5 The Parties agree to approach these arrangements in a manner that does not hinder or obstruct Company operations or individual employees. In the implementation of this provision the Parties will act in a manner that a reasonable person would consider appropriate.

2. Delegates' Charter

- 2.1 The Company recognises the right of the MUA to appoint employees of the Company as delegates and the right of such employees to represent their fellow employees in the workplace.
- 2.2 The Company will treat delegates fairly and allow them to perform their delegate role without any discrimination in their employment.
- 2.3 The Company recognises that delegates have the right to act as bargaining representatives for those employees they represent in collective bargaining negotiations and consultative processes, subject to appropriate representation numbers being agreed for any consultation or negotiation process.

- 2.4 The Company recognises the right of delegates to place Union information in agreed location(s) in the workplace.
- 2.5 The Company will allow the appointed site committee to meet monthly on Company premises providing such meetings are held at agreed times so as to avoid any interference to Company operations and the meetings are limited to a two hour period of duration.

Number of Employees	Union Delegates
1-25	2
26-50	3
51-75	3
76-100	4
101-125	5
126-150	6
150+	7

- 2.6 The Company's recognition of the role and rights of a delegate is subject always to the delegate continuing to act in accordance with their contract of employment, and the terms and conditions of this Agreement.
- 2.7 Employees may, upon the request of the Union, be granted paid time off work of up to 5 days per year (non-cumulative) at the Level 1 ordinary rate, up to the equivalent of 5% of the workforce. Such paid leave is for the purpose of undertaking training that is necessary to assist the delegate in their issue resolution role, or for other union related leave.

3. Communication Meetings

- 3.1 Employees shall be entitled, without deduction of pay, to attend up to two union communication meetings, each of four hours, in any twelve-month period, subject to the following:
- (a) The meeting date and time is mutually agreed by the Parties to suit operational requirements.

- (b) The meeting shall commence at the agreed start time and work shall recommence promptly four hours later and continue uninterrupted until the completion of the shift, irrespective of any meal break in a normal working shift.
- (c) Any work scheduled outside of such meeting hours (e.g. early starts for R&D) shall be performed.
- (d) The MUA and employees undertake to ensure that necessary employees shall be exempted from attendance at the communication meetings, where essential functions must be maintained.
- (e) Where paragraphs (a) to (d) are not adhered to, the Company will deduct the relevant payment from the salary of any employee to whom this subclause applies.
- (f) In respect to paragraph (a), one such meeting each year (for Annual General Meeting purposes of the MUA) shall be notified one month in advance and thereafter not be subject to change unless otherwise agreed by the Parties.

3.2 In addition to the above, employees shall be entitled to attend three site meetings (without loss of pay) - each of up to two hours in any one year providing they are held at times agreed to by the Company.

SCHEDULE 7 - PROMOTION SELECTION CRITERIA

These selection criteria are to be utilised to shortlist applicants for interviews by Company representatives.

The Company will advertise positions for a 5 working day period via the posting of job advertisements on notice boards, intranet, and HR Portal.

Prerequisites & Exclusions	Points
<p>Physical Fitness for Role</p> <p>a. Yes = Continue with selection process.</p> <p>b. No = exclude from selection process.</p> <p><u>Note:</u></p> <p>Employees on workers compensation return to work programs will be included in the process, however must be fully fit prior to upgrade becoming effective.</p> <p>Employees on long-term personal leave/ Long Service Leave/ parental leave – must apply for the role and be able to take up the position within 3 months.</p>	
<p>Final Warning</p> <p>a. Nil on file = continue with the process.</p> <p>b. Final warning in the last 12 months = exclude from selection process.</p>	
Selection Criteria	
<p>Disciplinary action on File</p> <p>Nil on record in last 12 months - 20 points</p> <p>10 points deducted (from 20 points) for each recorded counselling or formal written warning received by the employee in the last 12 months.</p>	20
<p>Performance Rating</p> <ul style="list-style-type: none"> • Assessment based on measured performance against key competencies (score out of 20) • Input from senior operational employees (score out of 10) 	30
<p>FTR & Absence</p> <p>Nil on record in last 12 months - 20 points</p> <p>8 points deducted for each FTR in past 12 months</p> <p>5 points deducted for each unauthorised absence in the past 12 months</p> <p>Definitions:</p> <ul style="list-style-type: none"> • FTR - where the employee is recorded as having failed to be available at the allocated start shift time and no prior advice was received by terminal management, unless appropriate evidence is accepted as to 	20

<p>why contact could not be made.</p> <ul style="list-style-type: none"> • Unauthorised absence - where the employee is on an absence management plan and / or is required to provide a doctor's certificate on their next rostered shift fails to do so, their absence is deemed to be unauthorised. 	
<p>Skills</p> <p>Skills required for the role (worth up to 15 points) - Required skills for the position, e.g. 3 skills = 15 points, 2 skills = 10 points, 1 skill = 5 points, 0 skills = 0 points</p> <p>Additional skills able to be utilised in other roles (worth up to 5 points)</p>	20
<p>Years of Service</p> <p>1 point for each 3 months of completed service, up to a maximum of 20 points</p>	20

Unsuccessful employees will be provided with feedback on their scores, where requested, on an individual basis prior to confirmation of outcomes.

If an employee requests a review on the outcomes and scores the employee will:

1. Discuss the issues with local management and if requested, an employee representative may attend.
2. If the employee is not satisfied with the outcome of the above discussion they may lodge an appeal in accordance with Step 3 of the Personal Grievance procedure in Schedule 1 of this Agreement.
3. If this does not resolve the employee's concerns, the matter may be further progressed in accordance with the Grievance Procedure.
4. Successful applicants will be confirmed at the end of the above steps.

SELECTION CRITERIA FOR TRAINING

The following criteria shall be used to determine priorities for skill training where the skill would enable employees to be paid at a higher rate than their current Level.

Planned training of this nature shall be advertised in the workplace and interested employees encouraged to apply.

Prerequisites & Exclusions	Points
<p>Physical Fitness for Role</p> <p>a. Yes = Continue with selection process.</p> <p>b. No = exclude from selection process.</p> <p><u>Note:</u></p> <ul style="list-style-type: none"> • Employees on workers compensation return to work programs will be included in the process, however must be fully fit before commencing training. • Employees on long-term personal leave / Long Service Leave / parental leave - must apply for the training and be able to undertake the training when scheduled. 	
<p>Final Warning</p> <p>a. Nil on file = continue with the process.</p> <p>b. Final warning in the last 12 months = exclude from selection process.</p>	
<p>Selection Criteria</p>	
<p>Disciplinary action on File</p> <p>Nil on record in last 12 months - 20 points</p> <p>10 points deducted (from 20 points) for each recorded counselling or formal written warning received by the employee in the last 12 months.</p>	20
<p>Performance Rating</p> <ul style="list-style-type: none"> • Assessment based on measured performance against key competencies at current Level (score out of 20) • Input from senior operational employees (score out of 10) 	30
<p>FTR & Absence</p> <p>Nil on record in last 12 months - 20 points</p> <p>8 points deducted for each FTR in past 12 months</p> <p>5 points deducted for each unauthorised absence in the past 12 months</p> <p>Definitions:</p> <ul style="list-style-type: none"> • FTR - where the employee is recorded as having failed to be available at the allocated start shift time and no prior advice was received by terminal management, unless appropriate evidence is accepted as to why contact could not be made. • Unauthorised absence - where the employee is on an absence management plan and I or is required to provide a doctor's certificate on their next rostered shift fails to do so, their absence is deemed to be unauthorised. 	20

Prerequisites & Exclusions	Points
Years of Service 1 point for each 3 months of completed service, up to a maximum of 20 points	20

Unsuccessful employees will be provided with feedback on their scores, where requested, on an individual basis prior to confirmation of outcomes.

If an employee requests a review on the outcomes and scores the employee will:

1. Discuss the issues with local management and if requested, an employee representative may attend.
2. If the employee is not satisfied with the outcome of the above discussion they may lodge an appeal in accordance with Step 3 of the Personal Grievance procedure in Schedule 1 of this Agreement.
3. If this does not resolve the employee's concerns, the matter may be further progressed in accordance with the Grievance Procedure.
4. Successful applicants will be confirmed at the end of the above steps.
5. Any such process shall not unreasonably delay scheduling of training.

SCHEDULE 8- LONG SERVICE LEAVE

Under this Agreement, an employee shall be entitled to, and the Company shall grant to him or her, Long Service Leave with pay or payment in lieu thereof as prescribed by this Schedule.

1. QUALIFYING SERVICE FOR LONG SERVICE LEAVE

For the purpose of this Schedule, the period of qualifying service of an employee shall be any period during which the employee is employed by the Company on an unbroken contract of employment in accordance with this Agreement and any successor Agreements.

2. PERIOD OF LEAVE

- (a) An employee shall be entitled, subject of the provisions of clause 5 of this Schedule:
- (i) after the completion of a period of ten years qualifying service - to Long Service Leave in respect of that period of qualifying service; and
 - (ii) after the completion of each subsequent period of ten years qualifying service to additional Long Service Leave in respect of each such subsequent period of qualifying service; and
 - (iii) on the termination of the employee's employment or upon his or her death - to additional Long Service Leave in respect of the period of qualifying service completed since he or she last became entitled to an amount of Long Service Leave; and
 - (iv) in the case of an employee who has completed at least five but less than ten years qualifying service and whose employment is terminated:
 - (1) by the death of the employee; or
 - (2) by the employee being classified totally and permanently disabled or as the result of domestic or pressing necessity; or
 - (3) as a consequence of redundancy;
 - (4) or for any other reason at the initiative of the Company, except serious misconduct;to Long Service Leave in respect of that period of qualifying service.

- (b) Where an employee resigns his employment with the Company other than in circumstances in sub-clause (iv) (2) above, the employee is not entitled to any pro rata payment.
- (c) The period of the Long Service Leave to which an employee shall be entitled in respect of a period of qualifying service shall be a proportion of the prescribed period of leave equal to the proportion which the number of days of annual leave for which the employee is entitled to payment during that period of qualifying service bears to the maximum number of days of annual leave which the employee has accrued in that period. For the purpose of this sub-clause the prescribed period of leave shall be calculated at the rate of thirteen weeks Long Service Leave in respect of ten years qualifying service.
- (d) Such leave shall be granted and taken and except as by this Schedule permitted, payment in lieu thereof shall not be made or accepted.
- (e) An employee shall be entitled to pro rata Long Service Leave if an employee has completed at least 7 years qualifying service.

3. PAYMENT FOR PERIOD OF LEAVE

- (a) For each week or part thereof for which an employee has an entitlement to be paid Long Service Leave under this Schedule, the employee shall be paid at the weekly rate of pay prescribed for the ordinary weekly hours of the classification of the employee, immediately prior to the employee commencing leave. Where a salary rate applies to an employee's employment under this Agreement, the salary rate shall apply for the purposes of this Schedule.
- (b) A loading of 27.5% on Long Service Leave has been included in the weekly pay rates applicable under this Agreement.
- (c) Where any variation in the employee's rate of pay described in the preceding paragraph commences to operate from a date occurring within an employee's period of Long Service Leave, the employee shall be paid for the period of his or her Long Service Leave occurring on or after that date at the new rate. Any adjustment of the Long Service Leave payment initially made to the employee may be made upon his or her return to duty.

4. TAKING LEAVE

Time of taking leave and notice in relation thereto

- (a) (i) When an employee becomes entitled pursuant to this Schedule to Long Service Leave and the entitlement arises prior to the employee attaining the age of 55 years, such leave shall be taken within a period of three years from the date upon which the entitlement arises at such time or times as may be agreed between the employee and the Company.
- (ii) If the employee referred to in paragraph (a)(i) hereof fails to take the leave to which he or she is entitled or has only taken a portion thereof prior to the expiration of three years from the date on which such entitlement arises, the Company may, at any time thereafter, give the employee at least 28 days' notice of the date from which leave or the balance remaining of such leave is to be taken and the employee shall take such leave in accordance with such notice.
- (iii) Where the entitlement to Long Service Leave pursuant to this Schedule arises after the employee has attained 55 years of age, the employee shall not be obliged to take the leave as provided in paragraph (a) hereof, but may allow such entitlement to accumulate until his or her retirement.

Broken leave

- (iv) Leave shall be taken in one continuous period or, at the employee's option, in not more than three separate periods.

Holidays and annual leave

- (vi) The Long Service Leave prescribed by this Schedule is exclusive of Annual Leave but is inclusive of all other holidays occurring during the taken of any period of Long Service Leave.

Restriction upon employment while on leave

- (vii) No employee shall during any period when they are on leave pursuant to this Schedule engage in any employment for hire or reward with an employer known to them to be bound by the Stevedoring Industry Award 2010 or any successor Award. The Company shall similarly not employ any employee for hire or reward during any period when such employee is known by the Company to be on Long Service Leave pursuant to that Award or an enterprise agreement related to that Award.

- (viii) Subject to the provisions of paragraphs 2(a)(iii) and (iv) of this Schedule, the Company shall not be required to grant an employee Long Service Leave to which they have become entitled pursuant to this Schedule until their period of qualifying service equals seven years in respect of their first period of entitlement and seven years in respect of any subsequent period of entitlement.

Termination of employment otherwise than by death

- (b) (i) Where the employment of an employee is terminated otherwise than by their death and any Long Service Leave:

(1) to which the employee was entitled has not been taken; or,

(2) accrues to the employee upon such termination;

the employee shall, subject to any agreement referred to in sub-clause 2(c) of this Schedule, forthwith be paid in full the amount in respect of such leave calculated as at the date of the termination in the manner set out in clause 3 of this Schedule, less any amount paid to the employee in respect of that leave.

- (ii) Where an employee dies and any Long Service Leave:

(1) to which the employee was entitled has not been taken; or,

(2) accrues upon termination of the employment by reason of his or her death;

the employee's personal representative shall upon request be paid in full the amount in respect of such leave calculated as at the date of the death of the employee in the manner set out in clause 3 of this Schedule, less any amount already paid to the employee in respect of that leave.

SCHEDULE 9 - DEFINITIONS

In this Agreement:

"Act" means the Fair Work Act 2009.

"Agreement" means the Sydney International Container Terminals Pty Limited (SICTL) and Brisbane Container Terminals Pty Limited (BCT) and Maritime Union of Australia (MUA) Enterprise Agreement 2015.

"Award" means the Stevedoring Industry Award 2010 or its successor Award.

"Branch" means a Branch of the Maritime Union of Australia.

"Casual" means an employee who is engaged on an ad hoc basis for casual shifts as required.

"Company" means Brisbane Container Terminals Pty Limited and/or Sydney International Container Terminals Pty Limited.

"Delegate" means an employee of the Company, appointed as a workplace delegate by the MUA Branch Secretary to represent fellow employees and who may be required by Union members at the Company to represent them in dealings with the Company and who has been notified as such in writing to the Company.

"Employee" means an employee of the Company.

"Employee representative" means any employee of the Company chosen at any time by another employee of the Company to accompany and I or represent the employee in dealings with the Company.

"EVRA Casual (available)" means Enhanced Voluntary Redundancy Arrangement Casual who is ready and available to attend shifts as allocated

"EVRA Casual (deferred)" means Enhanced Voluntary Redundancy Arrangement Casual who is not available to attend shifts and will be contacted for future employment opportunities when they arise.

"FWC" means the Fair Work Commission

"HSEQMS" means Health, Safety, Environment and Quality Management System

"Level" as referred to in clause 16 and elsewhere in this Agreement denotes the following linkages to Award classifications:

Level 1	Grade 3
Level 2	Grade 4
Level 3	Grade 5
Level 4	Grade 6
Level 5	Grade 7

"MUA" or "Union" means the Maritime Union of Australia.

"NES" means National Employment Standard in accordance with the Act.

"the Parties" means Sydney International Container Terminals Pty Ltd (SICTL), Brisbane Container Terminals Pty Ltd (BCT) and their relevant employees engaged as stevedoring employees and the Maritime Union of Australia (MUA)

"R&D" means receipt and delivery.

"Terminals" means container terminals operated by Sydney International Container Terminals Pty Limited (SICTL) and Brisbane Container Terminals Pty Limited (BCT)

"WHS" means workplace health and safety.

SCHEDULE 10 – COVID-19 PANDEMIC ARRANGEMENTS (SYDNEY)

1. DEFINITIONS FOR SCHEDULE 10

Relevant Employees means Level 1 Employees and Level 2-5 Employees (excluding Level 2 Maintenance Storeperson, Level 4 Maintenance Tradespersons and Level 5 Maintenance Shift Leader) employed by SICTL at the Port Botany Site.

Year means July 1 in one year through June 30 following year

Annually means July 1 in one year through June 30 following year

2. APPLICATION OF SCHEDULE 10

The provisions of Schedule 10 shall commence on 1 June 2020 and shall continue until:

- (a) With respect to Level 1 Relevant Employees;
- (i) SICTL obtaining and commencing the servicing of a third weekly vessel and/or third weekly "service" at the Port Botany site which is not an ad hoc vessel service outsourced by another stevedore.
 - (ii) A Labour review will occur after the completion of every 16 weeks (two roster cycles). The 16 week review period will analyse operational productivity and in addition to hours of work only, to be clear:
 - Ad hoc vessel worked hours excluded
 - Unpaid Personal/Carer's Leave excluded
 - Leave without pay excluded
- If all Level 1 Relevant Employees average 30 hours per week (the 30 hours counted for the purposes of this clause include annual leave and 8 hours per day for paid personal/carer's leave and accrued days taken), Level 1 Relevant Employees will revert to arrangements in accordance with Schedule 4 of this Agreement.
- (b) with respect to Level 2-5 Relevant Employees:
- (i) the date upon which SICTL re-commences the servicing of the A3 service as part of an established weekend berthing arrival;
 - (ii) SICTL obtaining and commencing the servicing of a third weekly vessel and/or third weekly "service" at the Port Botany Site which is not an ad hoc vessel service outsourced by another stevedore.
- (c) In circumstances where for Level 2-5 Relevant Employees, 2(b)(i) and 2(b)(ii) do not occur at the same time, the average weekly hours as set out at clause 4(i) will remain operative.
- (d) When Schedule 10 ceases to apply to Level 2-5 Relevant Employees, the terms and conditions applicable to the Relevant Employees will be based on a developing a fixed roster that reflects shipping schedules, and corresponding salaries will be configured using the same methodology as rosters that were in place in May 2020.
- (e) Where the triggers have been met for the cessation of Schedule 10, Relevant Employees and the Union will be provided with written confirmation with 7 days' notice.

3. LEVEL 1 RELEVANT EMPLOYEES

- (a) SICTL will apply the following amended Roster Rules which amends Schedule 4 - Phase 1 Roster Rule 1 through to 4 in the Enterprise Agreement:
- (i) Employees shall work 1352 hours annually, and are available to be allocated to shifts in accordance with the roster, subject to any agreed leave arrangements.
 - (ii) The annual hours are based on a 26-hour week and include leave counted at 26 hours per week (annual leave) and 8 hours per day (personal leave and accrued days taken).
 - (iii) Employees will be paid 26 hours at the Level 1 ordinary rate each week, plus any higher duties payments for any shifts worked in the week, plus any shift premiums applicable to any shifts worked in the week, plus any extensions or preparatory/closing work performed in the week, plus any leave as noted above.
 - (iv) Once the 1352 annual hours have been worked in any year, the employee will be paid 26 hours at the Level 1 ordinary rate each week, plus the applicable overtime rate for each shift worked in the week, plus any extensions or preparatory/closing work performed during the week.
- (b) The hours target of 1352 can be pro-rated in response to Schedule 10 ceasing to have application upon Relevant Employees in circumstances where the remaining hours worked would otherwise revert to the Enterprise Agreement. Accordingly the hours worked provision will be pro-rated in accordance with the example set out below for the relevant financial year only. The below table is an illustrative example only.

Number of Weeks under Schedule 10 Operative from 1 July 2020	Number of Weeks under Schedule 4 EBA Operative from 1 July 2020	Target Hours
52	0	1352
40	12	1400
10	42	1520

4. LEVEL 2-5 RELEVANT EMPLOYEES

Level 2-5 Relevant Employees under Schedule 10 will work in accordance with the following:

- (i) the average weekly hours will be 30 hours each week in accordance with roster in Clause 8. SICTL will ensure that such employees retain a base of a minimum of 30 hours each week;
- (ii) the employees' salary will be paid in accordance with the shifts worked pursuant to the terms of this Schedule 10 and set out in clause 8 of Schedule 10.

5. ANNUAL LEAVE

Notwithstanding the terms of Schedule 10:

- (i) SICTL will ensure that annual leave accrual and taking of annual leave will remain at a minimum of 30 hours per week for the financial year concluding 30 June 2020.

- (ii) In the event of a Relevant Employee seeking to be paid out accrued but untaken annual leave prior to 30 June 2020, the provisions of the Enterprise Agreement will apply.
- (iii) In circumstances where Schedule 10 ceases to apply to a Relevant Employee annual leave entitlements will be adjusted to reflect the applicable rostering arrangements and hours of work.

6. SICTL COMMITMENT TO AVOID IMPLEMENTATION OF REDUNDANCIES

- (a) In consideration of the matters agreed and acknowledged pursuant to Schedule 10 with respect to the Port Botany site, SICTL agrees to not implement or seek to implement redundancies of the Relevant Employees at the Port Botany Site while Schedule 10 has application to the Relevant Employee. Provided that;
 - (i) This undertaking shall not prevent the termination of the employment of any Relevant Employee on the grounds of redundancy in accordance with the Agreement arising from a loss of a weekly commercial service.
 - (ii) This undertaking shall not prevent the termination of the employment of any Relevant Employee for reasons other than the Relevant Employee's position at the Port Botany site being made redundant in accordance with this Enterprise Agreement.

7. OTHER MATTERS

- (i) Level 1 Relevant Employees will have their first two ROW guaranteed off from 1 July 2020, on a one off occasion.
- (ii) SICTL will not recruit any additional labour during the operation of Schedule 10.
- (iii) Leave Without Pay applications will be considered on a case by case basis and will be approved at the absolute discretion of SICTL subject operational requirements and skill availability.

8. LEVEL 2-5 RELEVANT EMPLOYEE ROSTER AND SALARY

	M	T	W	TH	F	SA	SU
1	N	N	N	N	N	OFF	OFF
2	OFF	OFF	OFF	OFF	OFF	OFF	OFF
3	D	D	D	D	D	OFF	OFF
4	E	E	E	E	E	OFF	OFF
5	OFF	N	N	N	N	N	OFF
6	ROW	ROW	ROW	ROW	ROW	ROW	ROW
7	D	D	OFF	D	D	D	OFF
8	E	E	E	E	E	OFF	OFF

	Current Gross Salary (Annual)	Effective 1 June 2020 Gross Salary (Annual)
Level 2	\$ 115,018.64	\$ 104,201.84
Level 3	\$ 121,015.84	\$ 109,635.04
Level 4	\$ 124,639.68	\$ 112,918.08
Level 5	\$ 146,535.84	\$ 132,755.04

- (i) Debit hours accumulated prior to 1 June 2020 will be frozen and preserved with a view to review the effectiveness after one roster cycle. The arrangements for frozen debit hours after one roster cycle will be set out in writing.
- (ii) All Relevant Employees will initially be ineligible to work for overtime with a review of this restriction to be made of this after one roster cycle. They will however be permitted to work for credit hours or a protected day. At the end of the roster cycle, credit hours can be used to offset against the frozen and preserved debit hours balance.
- (iii) The order of pick for the purposes of allocations will be amended to permit Level 1 Relevant Employees to be allocated ahead of Level 2-5 Relevant Employees working a "protected day".
- (iv) When rostering and salary arrangements as at 28 May 2020 are restored (or equivalent arrangements), the business will be able to deploy and make use of frozen debit hours.

9. ENTERPRISE EMPLOYMENT

9.1 A Relevant Employee covered by Schedule 10 will be employed as:

- (a) A full time employee engaged as such for an average of 30 hours per week in accordance with this Agreement in Schedule 10; or
- (b) A full time employee engaged as such for an average of 26 hours per week in accordance with this Agreement in Schedule 10.

10. INCONSISTENCY

- (a) In the event of an inconsistency between Schedule 10 and any other clause of this Enterprise Agreement, the provisions of Schedule 10 shall prevail.

Execution

Signed for and on behalf of
**Sydney International Container
Terminals Pty Limited**
by its duly authorised representative



Signature of authorised representative

GM HR & IR Harriet Mihalopoulos
Name and Position of authorised representative
(please print)

11/06/20
Date

B150-160 Sirius Road Botany
Address

Signed by
Employee Representative



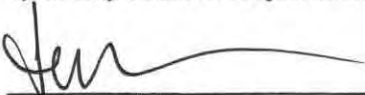
Signature of Employee Representative of Sydney
International Container Terminals Pty Ltd in
his/her capacity as an employee covered by the
classifications of this Enterprise Agreement

Tony Cakarun - Elected ERC Member.
Name and Position of Employee Representative
(please print)

11 June 2020
Date

B150-160 Sirius Rd Botany
Address

Signed for and on behalf of
**Brisbane Container Terminals Pty
Limited**
by its duly authorised representative



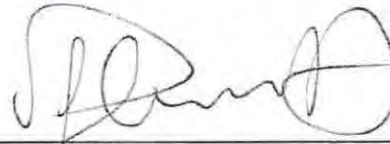
Signature of authorised representative

GM HR & IR Harriet Mihalopoulos
Name and Position of authorised representative
(please print)

11/06/20
Date

Berth 11, Peregrine Rd Port of Brisbane
Address

Signed by
Employee Representative



Signature of Employee Representative of Brisbane
Container Terminals Pty Ltd in his/her capacity as
an employee covered by the classifications of this
Enterprise Agreement

Diego Flaksbard
Name and Position of Employee Representative
(please print)

11 June 2020
Date

Berth 11, Peregrine rd Port of
Brisbane
Address

Signed for and on behalf of Maritime Union
of Australia Division of
**Construction Forestry Maritime
Mining and Energy Union**
by its duly authorised representative



Signature of authorised representative

Will Tracey, Deputy National Secretary

Name and Position of authorised representative
(please print)

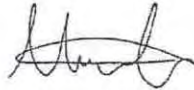
10 June 2020

Date

level 2, 365 Sussex Street Sydney NSW 2000

Address

Witnessed by:



Signature of Witness

Michael Cope, National Paralegal, MUA

Name and Position of witness

10 June 2020

Date

level 2, 365 Sussex Street Sydney NSW 2000

Address