

PATRICK TERMINALS EXTENDED CERTIFIED AGREEMENT 2008

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1. TITLE

- 1.1 This Agreement shall be referred to as the Patrick Terminals Extended Certified Agreement 2008 (“this Agreement” or “the Agreement”).

2. PARTIES BOUND

- 2.1 This Agreement shall be binding upon Patrick Stevedores Holdings Pty Ltd (“Patrick” or “the Company”) and its relevant employees engaged in stevedoring operations as stevedoring employees in an Award classification (Grade 1 to Grade 6) and the Maritime Union of Australia (“the MUA” or “the Union”).

3. SCOPE

- 3.1 This agreement applies to Patrick and its relevant employees employed under the Stevedoring Industry Award 1999 at locations set out in sub-clause 3.3, but does not apply to employees of the Company engaged on other Certified Agreements.
- 3.2 This Agreement may not be varied other than in accordance with the provisions of the Act.
- 3.3 This Agreement shall apply at Patrick container terminal operations at Fisherman Islands, Port Botany, East Swanson Dock and Fremantle. Nothing in this Agreement prevents Patrick from extending or curtailing its operations in or beyond those ports.
- 3.4 The Company will provide a letter of appointment to employees covered by this Agreement setting out the terms and conditions of their employment. The letter of appointment is to be read in conjunction with this Agreement and is not incorporated into this Agreement. To the extent of any inconsistency between this Agreement and the letter of appointment, this Agreement will prevail over the letter of appointment.
- 3.5 Nothing in the foregoing interferes with or takes away the rights of either party under the Workplace Relations Act 1996.

4. TERM OF AGREEMENT

- 4.1 This Agreement as extended and varied by order of the Commission shall operate on and from the date of an order made by the Commission under clause 2A of Schedule 7 of the Act.
- 4.2 This Agreement shall operate for the period up until 22 October 2010.
- 4.3 This Agreement may not be varied or terminated other than in accordance with the provisions of the Act.

5. PREVIOUS AGREEMENTS RESCINDED AND/OR VARIED

- 5.1 This Agreement varies and extends the Patrick Certified Agreement (Terminals) 2004 and replaces and rescinds any other agreement whether certified or not, memorandum of understanding, exchange of correspondence, work practice(s), arrangement(s), written or unwritten which applied prior to the commencement of this Agreement and which regulated the terms and conditions of employment of employees to whom this Agreement applies.
- 5.2 This Agreement shall be read in conjunction with any Schedule attached to this Agreement.

6. OPERATION OF AGREEMENT AND RELATIONSHIP TO THE AWARD

- 6.1 This agreement is to be read in conjunction with:
- a) the Stevedoring Industry Award 1999; and
 - b) the Stevedoring Long Service Leave Award
- (collectively, "the Awards") as at 26 March 2006. In the event of any inconsistency, this Agreement shall take precedence over the terms of the Awards.
- 6.2 Nothing in this Agreement shall impede the process of ongoing change to continuously improve the viability, efficiency and productivity of the Company.

7. LABOUR REVIEWS

- 7.1 Subject to rights and discretion of Management being maintained as envisaged in the Agreement, the parties shall conduct a six monthly, periodic formal review of the application of the agreement and in particular how / why the Company has or should have:
- a) Maintained or adjusted the size and composition of the workforce, including:
 - i) the intent to be self sufficient without the use of supplementary employees,
 - ii) the extent of employees being allocated outside of their normal category to meet skill requirements insofar as it impacts on the composition of the workforce,
 - iii) the impact of any significant changes to workloads for specific positions.

- b) Applied allocations and work opportunity without bias or discrimination.
- c) Selected people for reclassification and identified and counselled / processed people unable to perform their full range of duties.
- d) Managed training plans, identified employees for training and conducted training.
- e) Calculated the average value of available irregular shifts worked and / or unworked (excluding unavailable shifts due to leave etc) over the preceding six months. In the absence of any other remedy, the Company reserves the right to vary the minimum valuation of 12 hours in sub-clause 18.13 upwards in any relevant port should the foregoing calculation based upon the six month experience exceed the value of 12 hours by two or more hours.

In addition, the parties shall review any change or intended change to rostering arrangements as allowed by sub-clause 18.2, with conclusions of the review communicated within a week.

The parties will also review the effect of the cap of fifteen cancellations in sub-clause 18.15 if the level of cancellations approaches this level and consider appropriate action(s) to reduce the number of cancellations, including varying the cap should it be found to have a significant detrimental impact to the Company or employees. The Company may vary the cap if other actions are not able to address the problem.

- 7.2 An advance schedule of dates for these review meetings in each port (site), each year shall be completed prior to the implementation of the Agreement.
- 7.3 The review team for each party shall not exceed six persons and shall include national and branch officials/delegates and Divisional and Site Management. For continuity purposes, changes to representation shall be avoided as much as possible.
- 7.4 The Company will provide for the review team at all meetings all necessary relevant data such as labour models, usage, training plans, earnings, hours, disabilities, performances, etc. The Review team will have an opportunity to meet with the Patrick committee in the port of review to discuss the issues associated with the review prior to the review period.
- 7.5 Schedule 1 provides procedures for preventing and settling disputes arising under this Agreement.

8. INTENT

- 8.1 The intent of this agreement is to achieve within the Company work practices and arrangements that do not impede the process of ongoing change to continuously improve the viability, efficiency and productivity of the Company. The Parties are committed to pursue all opportunities to adopt the world's best practices through modern technology and continuous improvement to all aspects of Company operations.
- 8.2 The Company employees have rights and responsibilities and nothing within this Agreement shall be taken to diminish these in any manner. It is recognised by the employees and the Union that the employees' role is to strive to deliver at all times the highest possible level of productivity and efficiency, flexibility, cost-effectiveness, technology based expertise, cargo / equipment care, stability and reliability.
- 8.3 The Union and employees also recognise that economic cycles, volume changes, gains and losses of business, revenue and cost variations and sub-standard performance can seriously impact upon the ability of the Company to achieve the standards expected by employees.
- 8.4 The Company Management has rights and responsibilities and nothing within this Agreement shall be taken to diminish these in any manner. In accordance with Clause 15, the Company at any time may determine which positions, structures and work practices shall exist and the manner in which employees placed by the Company to those positions and structures carry out their duties.
- 8.5 An employee shall be required to be familiar with and to observe at all times, various Company policies and procedures that shall be consistent with this Agreement. The Union and all employees shall be advised of any intended change to Company policies and procedures prior to such change taking effect.
- 8.6 It is recognised by the Parties that the Company Policies and Procedures do not form part of the formal contract of employment.

9. ENTERPRISE EMPLOYMENT

- 9.1 Sufficient full-time and PGE employees as determined by the company will be employed and deployed to meet the majority of skill and operational requirements, providing they can be reasonably able to be gainfully and viably employed in those businesses at all times without the incurrence by the Company of the cost of unrecovered idle time.
- 9.2 It is the intent to minimise or eliminate use of supplementary employees in all areas covered by this Agreement.
- 9.3 It is not the intent to employ supplementary employees in the terminals.

- 9.4 Subject to the Schedule 3 of this agreement, and any other relevant provision of this Agreement, the Company may select and recruit, at its discretion, in accordance with Company policies and procedures, any person from within or outside the existing workforce/s to fill a vacancy. The Company shall advise and consult with the union of any intended change to the size and composition of the workforce without altering its absolute discretion to make such changes following consultation.
- 9.5 Where an existing full time position becomes vacant, the Company shall, in normal circumstances, fill such vacancy within one month in accordance with sub-clauses 9.4 and 9.6 unless it deems such replacement unnecessary. In those latter circumstances, the Company shall provide employees and the union with full disclosure of the reasons for non-replacement of existing positions.
- 9.6 The Company will apply demonstrably objective, competency based recruitment, promotion and selection criteria in recruitment and selection processes and procedures, and, where appropriate, in selection for training. Any vacant position shall firstly be advertised internally. Appointments shall be based upon skills, competencies, performance, experience and any other relevant criteria. Where appropriate, the Company may consult with appropriate senior operational staff in the selection process for internal vacancies. The selection policy for internal selection processes for PGE to full time positions at the commencement of this Agreement shall be as discussed between the parties.

10. EMPLOYEE CONCERNS AND REPRESENTATION

- 10.1 Any concern by an individual employee that the Company may have unfairly treated him / her may be progressed in accordance with the Personal Grievance Procedure set out in Schedule 3.
- 10.2 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. The Union Branch Secretary shall advise the site manager in writing of the outcome of site committee elections.
- 10.3 The Company recognises that employees may choose to be represented by the MUA in discussions with the Company and that some employees may be appointed as delegates by the MUA for this purpose. Such recognition is subject always to the employee concerned continuing to act in accordance with their contract of employment, and the terms and conditions of this Agreement.
- 10.4 A Charter of Workplace Union Delegates' Rights and Right of Entry arrangements are set out in Schedule 11 of this Agreement.
- 10.5 Subject to bona fide safety issues, any such representation and discussions shall be held when necessary and with the approval of the

Company at times that do not interfere with the normal operations of the Company. Unless otherwise agreed, the number of delegates or other employee representatives involved in any such discussions shall not exceed one at any one time.

- 10.6 The Company will allow the Delegate / Employee Representative absence from normal duties without loss of pay where they are requested by an employee to represent their interests providing always that:
- 10.6.1. Such absence is for bona fide purposes only and the delegate/employee representative first advises his/her immediate shift manager of the expected period of absence for the purpose of enabling the shift manager to make alternative work arrangements and providing always that such absence is to deal with a matter of sufficient genuine importance that it cannot be dealt with at another time.
 - 10.6.2. The subsequent conduct by the delegate or their fellow employees is not such as to interfere with or otherwise adversely impact upon the operations of the Company.
 - 10.6.3. In the event of a breach of this sub-clause, the Company may act to formally revoke the right of the delegate or an employee representative to absence from normal duties without loss of pay, but not the right of representation. In the case of a delegate, the matter should first be discussed with the relevant MUA Branch Secretary.
 - 10.6.4. Where a delegate's or employee representative's right to absence from normal duties without loss of pay has been formally revoked by the Company, the delegate or employee representative may only leave his/her workplace under conditions determined by the Company. Nothing in this clause prevents the Company from restoring a delegate's or employee representative's right of absence from normal duties without loss of pay under this sub-clause if it sees fit to do so.
 - 10.6.5. The delegate or employee representative and/or employees shall always firstly attempt to resolve the issue with the immediate Shift Manager.
 - 10.6.6. If the matter is still unresolved following those discussions, the Shift Manager shall liaise with site management and make arrangements for further appropriate discussions whilst all employees (including the delegate / employee representative) continue with normal duties.
- 10.7 Providing the application of the foregoing is conducted in good faith and observed at all times, there shall be no loss of pay of the delegate / employee representative during such discussions. Any dispute over the

application of these arrangements shall be immediately processed in accordance with the Dispute Resolution Procedure set out in Schedule 1 of this Agreement.

- 10.8 Patrick will allow appointed MUA delegates to meet once in every month on Patrick premises provided such meetings are held at agreed times so as to avoid any interference to Patrick operations and the meetings are limited to a two hour period of duration.
- 10.9 In lieu of the provisions of Stevedoring Industry Award sub clause 15.6, site delegates / union representatives may, upon the request of the union, be granted paid time off work up to a national maximum of sixty days per year (non-cumulative) at normal, ordinary salary rates for full time employees, or at the enterprise agreement, ordinary time rate (seven hours) for PGE'S or supplementary employees. Such paid leave is for the purpose of undertaking training which is necessary to assist the delegate / union representative in his or her dispute resolution role.
- 10.10 Excluding the custom and practice associated with unpaid leave for relieving officials, any other agreed absence such as attendance at the MUA for any reason during paid working hours or in industrial tribunals shall be deducted from any balance of the annual quota of sixty days paid absence or, in the alternative, it will constitute authorised unpaid leave.

11. COMMUNICATION AND PERFORMANCE REVIEWS

- 11.1 There shall be a communication structure at each operation that each employee shall participate in. This will involve two separate processes. The first, an informal process, is to facilitate open discussion, consideration and understanding of Company activities and to enhance employee input into problem solving and decision-making processes. Secondly, employees shall be subject to ongoing individual performance evaluations and career planning reviews.
- 11.2 An employee shall be required to participate in performance appraisals conducted by Management. Such appraisals will be conducted with a view towards recognition of improved performance and/or to provide constructive and positive support such as additional training where areas for improvement are identified.
- 11.3 Reviews shall be objective, transparent and based on practicable and measured mechanisms to deliver competency and enhance career paths, promote productivity, safety and understanding of company policies, job satisfaction and communication within the enterprise.
- 11.4 The Company shall establish with each employee a formal confidential performance evaluation and career-planning program designed to best suit the circumstances and requirements of each individual employee. Whilst formal periodic reviews will be incorporated into the program for

each individual employee, it shall be sufficiently flexible to provide mutual opportunity for ongoing informal input, counselling and review at any time.

12. OCCUPATIONAL HEALTH AND SAFETY AND REHABILITATION

- 12.1 Consistent with the general intention of this Agreement to facilitate and encourage the development of world's best practice in all facets of the Company's operations, all parties are committed to continuous improvement in occupational health and safety standards in the workplace. This will be achieved through the ongoing implementation of an OHS Management System (OHSMS), including appropriate OHS policies and procedures, and the involvement of management and employees in the OHSMS and OHS committee.
- 12.2 The parties agree that employees will participate in rehabilitation / return to work programs as required, and / or in accordance with relevant legislation, with the objective of achieving a return to their normal duties as soon as practical.
- 12.3 In addition to ensuring compliance with OHS legislation and the Company's OHS Policies and Procedures, it is the intention of all parties to this Agreement to implement the best achievable level of health and safety within the Company's operations including the adoption of an agreed National Industry Safety Code of Practice. Where changes to OHS practices are considered necessary, such issues will be referred to the OHS Committee for consideration and recommendation to Company Management.
- 12.4 Employees engaged in SAP activities shall receive no less than the grade 4 rate of pay.
- 12.5 The Company shall provide industrial and protective clothing in accordance with the arrangements set out in Schedule 4. The arrangements in Schedule 4 may be varied locally provided the varied arrangement still complies with OHS standards and Company policy on overall quantum of items and uniformity of branding, quality etc.
- 12.6 Employees shall work in hot or wet/boisterous weather conditions subject to the maintenance of safe working conditions.
- 12.7 Where the temperature reaches 38 degrees or higher, employees performing tasks other than those in air-conditioned surroundings shall cease work until the temperature drops below 38 degrees. When the temperature reaches 35 degrees or beyond (up to 38 degrees) employees (excluding those in air-conditioned surroundings) shall be entitled to an additional 15 minutes meal break and shall cease work 15 minutes before the end of shift irrespective of whether or not the temperature remains above 35 degrees. The measurement of the temperature shall be taken from a fixed location for / at each site in

accordance with locally established arrangements between the Company and the OHS committee.

13. TRAINING

- 13.1 Where the Company requires an employee to obtain a licence, trades certificate or other qualification, the Company shall pay the normal costs of such licence, trades certificate or qualification.
- 13.2 The Company may appoint either management or external workplace assessors.
- 13.3 All employees shall be available to undertake and complete any training and subsequent testing as required by the Company and to train other persons (including PGE's and supplementaries) when required by the Company. All training will take place in accordance with operational requirements as determined by the Company and the Company shall, for all training, have the right to determine who is trained. Training (either trainee or trainer) performed by Company personnel as part of normal salaried / remuneration arrangements will not attract any additional payment. Training hours shall be treated as worked hours for purposes of rostering.
- 13.4 Training will be provided as determined by the Company and may include external trainers. Employees may elect to attend additional training courses conducted by an external organisation during "out of hours" periods or through the taking of accrued leave entitlements as approved by the Company.
- 13.5 The intent of Patrick is to enable each employee to contribute in accordance with operational requirements towards the improved efficiency, safety, reliability and competitiveness of the Company's operations and to realise their career potential, consistent with operational requirements.
- 13.6 Patrick will provide vocational training for employees that is consistent with the relevant Industry Training Package and will continue to develop and deploy other training in accordance with operational requirements.
- 13.7 Competency based training and education, including related processes such as the use of standards and assessment may be utilised for a variety of purposes, including selection and recruitment, entry level training, skill enhancement, skill refreshment or re-assessment, promotional opportunities and the formal recognition of skills previously obtained but not recognised for new and existing employees.
- 13.8 Competency based training involves both structured training and practical work experience to obtain full competency and proficiency and may be delivered in the classroom or on the job, or through a

combination of both. The Company may, at its discretion, develop or maintain qualified workplace trainers and assessors.

- 13.9 As part of their normal duties, experienced employees may be required to assist in the training of others by monitoring and coaching their work during the gaining of practical experience. The Company may utilise external registered training organisations and/or qualified training personnel as required.
- 13.10 Vocational training and education may be offered to employees as part of a formal training plan determined by the Company relative to operational requirements or on application by an employee. In determining access to workplace training the Company will have regard to the provisions of sub-clause 13.5 and the principles of fairness and equity. In all cases, the Company shall have the right to determine who is trained and to what extent.
- 13.11 Employees who consider they have been unfairly denied access to training can apply to have the decision reviewed in accordance with the provisions of the Personal Grievance Procedure set out in Schedule 3 of this Agreement.

14. CHANGE AND CONTINUOUS IMPROVEMENT

- 14.1 The parties are committed to pursue all opportunities to adopt the world's best practices through modern technology and continuous improvement to all aspects of Company operations.
- 14.2 The Company having made a decision that it intends to proceed with any significant change shall advise the Union and employees of the nature of the change, the reason for it, the timing of it, and any other relevant information. The Company shall consider any views or advice from the Union or employees in relation to the proposed change. However, this consultation shall not give cause for any delay to the implementation of the change nor shall there be any obligation on the Company to obtain the Agreement of the Union or employees to change. It is agreed between the Parties that after the above notification and discussion has taken place that the Company, after careful consideration of the views of employees, may implement change with fourteen days notice.
- 14.3 Without limiting the generality thereof, significant change includes redundancy, changes in the composition, operation or size of the workforce or in the skills required, the elimination or diminution of job opportunities, promotion opportunities or job tenure, the alteration of hours of work, the need for retraining or transfer of employees to other work or locations and the restructuring of jobs.
- 14.4 Where, subject to the provisions of this clause, the Company exercises its rights to implement significant change in the workplace and employees disagree with that decision and implementation of the

change, subject to there being no stoppage of work or rejection of implementation of the change, the employees or the Union, where requested by the employees, may refer the matter in dispute to the AIRC in accordance with the Dispute Resolution Procedure set out in Schedule 1 of this Agreement.

15. JOB MANNING AND WORK PRACTICES

- 15.1 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 and relevant Safety Codes, improved technology, and new types of machinery or systems or for any other reason.
- 15.2 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.
- 15.3 Mooring/unmooring arrangements for Brisbane are set out in Schedule 5.
- 15.4 WWR / straddle driving and relief arrangements are set out in Schedule 6 of this Agreement.
- 15.5 Full time employees shall not normally be required to perform container lashing / unlashings except in extraordinary circumstances and as a last resort. However, subject to local discussions, full time employees may volunteer to perform lashing / unlashings duties if not allocated to work in their normal category. PGE's and / or supplementary employees covered by this Agreement may carry out lashing / unlashings duties as required by the Company.
- 15.6 All employees may be utilised for the lashing / unlashings of RORO cargo, handling and releasing / securing of twist locks, automatic twist locks, dogging / undogging, bridging / unbridging, pin work and the functions of the WWR position as set out in Schedule 6.

16. SUPPLEMENTARY EMPLOYEES

- 16.1 The Company shall determine the number of supplementary employees required. There shall be no limitation upon the term of employment of any supplementary employee.
- 16.2 Supplementary employees shall be paid fortnightly (in arrears) and in accordance with the Award shift premiums and overtime / holiday rates calculated on the grade rates of pay in this Agreement for the relevant work performed, plus a loading of 20 per cent in accordance with the Award in lieu of Annual Leave, Personal Leave, Jury Service, Long Service Leave, Public Holidays not worked and Leave for Attendance at Repatriation Centres.

16.3 In addition supplementary employees shall receive an allowance of \$1.48 per hour in lieu of the allowances in clause 12 of the Award. This allowance shall be increased in accordance with increases applicable to the rates of pay in sub-clause 18.5 of this Agreement. The allowance will be paid on all lashing hours and on shift hours for stevedoring work.

16.4 A seven (7) hour minimum shall apply to supplementary employees performing lashing / unlashings work. Lashing / unlashings work may be commenced at any time and continue for the required period irrespective of any “stevedoring” shift structure and times and supplementary employees shall be paid for the hours of any engagement at the shift rate prevailing when each hour of work is performed, providing that the higher shift rate continues to apply.

Where an employee is called in to a start time earlier than the allocated start time, the hours worked before the allocated start time shall be paid at the rate applicable to the first hour from the original allocated start time, except where the start time is advanced more than two (2) hours on the day shift, in which case, the midnight shift rate applies. The night shift rate shall not apply to employees who start work up to two (2) hours earlier than the nominal start time of day work in which case the day shift rate shall apply.

Where a seven hour minimum is paid without work being performed for the full seven hours, the additional component of the minimum payment will be made at the shift rate applicable to the last hour worked.

16.5 With the exception of the instances specified in sub-clause 16.6, the minimum period of engagement for supplementary employees engaged for other stevedoring operations is seven hours and the maximum span of hours to be worked is twelve consecutive for any single shift. Overtime rates shall apply to work in excess of eight hours in accordance with Clause 21.

16.6 When allocated in terminal operations for training, or when allocated to lashing/unlashing in the event of walk up starts, a 4 hour minimum shall apply.

16.7 When not required for Patrick Bulk and General operations in accordance with the applicable Agreement, supplementary employees in that business may be allocated to work in Terminal operations under the terms and conditions of this Agreement, provided such working does not interfere with or breach the maximum number of consecutive shifts or other allocation rules set out in each Agreement.

16.8 Supplementary employees shall be available to perform any work during an engagement including any combination of functions such as lashing and other operational tasks if and when required by the Company, and

may be removed from consideration for further employment for frequent or unreasonable unavailability.

- 16.9 Where a supplementary employee is allocated to work a seven hour minimum lashing shift, the meal break shall be taken at a time equivalent to the normal meal break timing in the normal shift structure. The timing of the meal break may be varied in accordance with sub-clause 20.4 of this Agreement.
- 16.10 Supplementary employees shall not be entitled to termination or redundancy payments.
- 16.11 Supplementary employees shall not work more than 7 consecutive midnight shifts or more than 14 consecutive days.

17. PERMANENT GUARANTEE EMPLOYEES (PGE'S)

- 17.1 The number of PGE's required at any time shall be determined by the Company in accordance with the provisions of this Agreement.
- 17.2 PGE's shall be paid fortnightly and in accordance with the grade rates of pay in this Agreement for the relevant work performed. In addition, PGE's shall receive an allowance of \$1.48 per hour in lieu of the allowances in clause 12 of the Award. This allowance shall be increased in accordance with increases applicable to the rates of pay in sub-clause 18.5 of this Agreement. The allowance will be paid on all lashing hours and on shift hours for stevedoring work.
- 17.3 Subject to sub-clause 17.7 and 17.8, PGE's shall be guaranteed an annual minimum income payment from the Company of \$45,000 from the implementation of this Agreement, increased in accordance with the table in sub-clause 18.5 of this Agreement. The minimum annual payment is payable irrespective of the amount of work performed by a PGE providing each PGE continues to make himself/herself reasonably available for work as required, subject to any other entitlement to leave etc in this Agreement and the Award.
- 17.4 Subject to approved leave arrangements and to be used at the Company's discretion as a non-binding, general guideline only, PGE's shall be available for allocation to any of the irregular / off days ("IRR/OFF") in the work / leisure schedules set out hereafter. Employees on off / irregular days ("OFF/IRR") may be allocated in accordance with sub-clause 20.6. Regardless of whether the shift worked is IRREG/OFF or OFF/IRREG, normal shift rates apply Monday to Friday whilst overtime rates apply on weekends for any shift worked.

Brisbane –

PGE Work and Leisure Schedule							
	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Week 1	OFF/IRR	OFF/IRR	IRR/OFF	IRR/OFF	IRR/OFF	IRR/OFF	IRR/OFF
Week 2	IRR/OFF	OFF/IRR	OFF/IRR	IRR/OFF	IRR/OFF	IRR/OFF	IRR/OFF
Week 3	IRR/OFF	IRR/OFF	OFF/IRR	OFF/IRR	IRR/OFF	IRR/OFF	IRR/OFF
Week 4	IRR/OFF	IRR/OFF	IRR/OFF	OFF/IRR	OFF/IRR	IRR/OFF	IRR/OFF
Week 5	IRR/OFF	IRR/OFF	IRR/OFF	IRR/OFF	OFF/IRR	OFF/IRR	IRR/OFF
Week 6	IRR/OFF	IRR/OFF	IRR/OFF	IRR/OFF	IRR/OFF	OFF/IRR	OFF/IRR
Week 7	IRR/OFF	IRR/OFF	IRR/OFF	IRR/OFF	IRR/OFF	IRR/OFF	OFF/IRR
Week 8	OFF/IRR	IRR/OFF	IRR/OFF	IRR/OFF	IRR/OFF	IRR/OFF	IRR/OFF

Sydney and Melbourne –

PGE Work and Leisure Schedule							
	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Week 1	OFF/IRR	OFF/IRR	D/I/OFF	D/I/OFF	D/I/OFF	D/I/OFF	D/I/OFF
Week 2	D/I/OFF	OFF/IRR	OFF/IRR	N/I/OFF	N/I/OFF	N/I/OFF	N/I/OFF
Week 3	N/I/OFF	N/I/OFF	OFF/IRR	OFF/IRR	E/I/OFF	E/I/OFF	E/I/OFF
Week 4	E/I/OFF	E/I/OFF	E/I/OFF	OFF/IRR	OFF/IRR	D/I/OFF	D/I/OFF
Week 5	D/I/OFF	D/I/OFF	D/I/OFF	D/I/OFF	OFF/IRR	OFF/IRR	N/I/OFF
Week 6	N/I/OFF	N/I/OFF	N/I/OFF	N/I/OFF	N/I/OFF	OFF/IRR	OFF/IRR
Week 7	E/I/OFF	E/I/OFF	E/I/OFF	E/I/OFF	E/I/OFF	E/I/OFF	OFF/IRR
Week 8	OFF/IRR	D/I/OFF	D/I/OFF	D/I/OFF	D/I/OFF	D/I/OFF	D/I/OFF
Week 9	OFF/IRR	OFF/IRR	N/I/OFF	N/I/OFF	N/I/OFF	N/I/OFF	N/I/OFF
Week 10	N/I/OFF	OFF/IRR	OFF/IRR	E/I/OFF	E/I/OFF	E/I/OFF	E/I/OFF
Week 11	E/I/OFF	E/I/OFF	OFF/IRR	OFF/IRR	D/I/OFF	D/I/OFF	D/I/OFF
Week 12	D/I/OFF	D/I/OFF	D/I/OFF	OFF/IRR	OFF/IRR	N/I/OFF	N/I/OFF
Week 13	N/I/OFF	N/I/OFF	N/I/OFF	N/I/OFF	OFF/IRR	OFF/IRR	E/I/OFF
Week 14	E/I/OFF	E/I/OFF	E/I/OFF	E/I/OFF	E/I/OFF	OFF/IRR	OFF/IRR
Week 15	D/I/OFF	D/I/OFF	D/I/OFF	D/I/OFF	D/I/OFF	D/I/OFF	OFF/IRR
Week 16	OFF/IRR	N/I/OFF	N/I/OFF	N/I/OFF	N/I/OFF	N/I/OFF	N/I/OFF
Week 17	OFF/IRR	OFF/IRR	E/I/OFF	E/I/OFF	E/I/OFF	E/I/OFF	E/I/OFF
Week 18	E/I/OFF	OFF/IRR	OFF/IRR	D/I/OFF	D/I/OFF	D/I/OFF	D/I/OFF
Week 19	D/I/OFF	D/I/OFF	OFF/IRR	OFF/IRR	N/I/OFF	N/I/OFF	N/I/OFF
Week 20	N/I/OFF	N/I/OFF	N/I/OFF	OFF/IRR	OFF/IRR	E/I/OFF	E/I/OFF
Week 21	E/I/OFF	E/I/OFF	E/I/OFF	E/I/OFF	OFF/IRR	OFF/IRR	D/I/OFF
Week 22	D/I/OFF	D/I/OFF	D/I/OFF	D/I/OFF	D/I/OFF	OFF/IRR	OFF/IRR
Week 23	N/I/OFF	N/I/OFF	N/I/OFF	N/I/OFF	N/I/OFF	N/I/OFF	OFF/IRR
Week 24	OFF/IRR	E/I/OFF	E/I/OFF	E/I/OFF	E/I/OFF	E/I/OFF	E/I/OFF

Fremantle - Work and Leisure Schedules shall not apply to PGE's in Fremantle.

- 17.5 Sharing of work amongst PGE's shall, subject to skills and availability, be conducted on an equitable basis and in accordance with local arrangements.
- 17.6 PGE's shall not work more than 7 consecutive midnight shifts or more than 14 consecutive days.

- 17.7 The parties shall review and the Company may, at its discretion and subject to clause 14, adjust the level of guarantee in any port at any time to ensure the levels of guarantee are reasonable and viable (i.e. do not require make up payments on a regular basis) and to the extent possible, protect the minimum earning potential of the PGE's.
- 17.8 In each pay period and over each year (commencing from implementation of the Agreement), PGE's shall receive full payment for all hours worked, adjusted to reflect the absorption of any previous guarantee payments made at any time from any immediately following wage payment/s that is in excess of the fortnightly level of guaranteed minimum.
- 17.9 Any such adjustment shall be limited to \$200 in any one fortnight (unless otherwise agreed with the employee), provided that any remaining adjustment shall apply in the next pay period(s), but still subject to the \$200 limit in any one pay period.
- 17.10 The guaranteed minimum payment shall be paid in twenty-six fortnightly payments throughout each year.
- 17.11 A seven (7) hour minimum shall apply to PGE's performing lashing / unlashings work. Lashing / unlashings work may be commenced at any time and continue for the required period irrespective of any "stevedoring" shift structure and times and PGE's shall be paid for the hours of any engagement at the shift rate prevailing when each hour of work is performed, providing that the higher shift rate continues to apply.

Where an employee is called in to a start time earlier than the allocated start time, the hours worked before the allocated start time shall be paid at the rate applicable to the first hour from the original allocated start time, except where the start time is advanced more than two (2) hours on the day shift, in which case, the midnight shift rate applies. The night shift rate shall not apply to employees who start work up to two hours earlier than the nominal start time of day work in which case the day shift rate shall apply.

Where a seven hour minimum is paid without work being performed for the full seven hours, the additional component of the minimum payment will be made at the shift rate applicable to the last hour worked.

- 17.12 With the exception of the instances specified in sub-clause 17.13, the minimum period of engagement for PGE's engaged for other stevedoring operations is seven hours and the maximum span of hours to be worked is twelve consecutive for any single shift. Overtime rates shall apply to work in excess of eight hours in accordance with Clause 21.
- 17.13 When allocated in terminal operations for training, or when allocated to lashing/unlashings in the event of walk up starts, a 4 hour minimum shall apply.

- 17.14 When not required for Terminal operations in accordance with this Agreement, PGE's may volunteer and be utilised to work in Patrick Bulk and General operations under the terms and conditions of the relevant Union Collective Workplace Agreement covering that operation, provided such working does not interfere with or breach the maximum number of consecutive shifts or other allocation rules set out in this Agreement.
- 17.15 When not required for Patrick Bulk and General operations in accordance with the applicable Agreement, PGE's in that business may volunteer and be utilised to work in Terminal operations under the terms and conditions of this Agreement, provided such working does not interfere with or breach the maximum number of consecutive shifts or other allocation rules set out in each Agreement.
- 17.16 PGE's employed under this Agreement shall have earnings derived from utilisation in a Patrick Stevedoring operation under clause 17.14 taken into account in assessing guarantee payments and payback.
- 17.17 PGE's shall be available to perform any work during an engagement including any combination of functions such as lashing and other operational tasks if and when required by the Company and may be removed from consideration for further employment for frequent or unreasonable unavailability.
- 17.18 Where a PGE is allocated to work a seven hour minimum lashing shift, the meal break shall be taken at a time equivalent to the normal meal break timing in the normal shift structure. The timing of the meal break may be varied in accordance with sub-clause 20.4 of this Agreement.
- 17.19 PGE's who fail to accept allocation and / or work any engagement shall, unless otherwise agreed by the Company, have the level of guarantee for the fortnight reduced by the number of hours not worked as required. PGE's may be removed from consideration for further employment for frequent or unreasonable unavailability.

18. ROSTERING AND REMUNERATION

- 18.1 It is agreed that the Company will at all times be able to roster and allocate any employee individually in a flexible manner in accordance with the agreed rosters set out in Schedule 7.
- 18.2 Rostering arrangements for full time employees contained in Schedule 7 of this Agreement are based upon the operational requirements of the Company as established by the parties during negotiation of this Agreement. It is acknowledged that during the life of this Agreement, the Company shall consult with employees and the Union and may make variations to the internal configuration of each roster to accommodate changes to levels of employees or to levels of business and labour

demand. Any such change shall not alter the aggregate of working days required or duty free days within the rosters.

- 18.3 Full time employees shall receive an “all in” annual salary based on working ordinary time hours to an average of 35 hours per week. Salary levels for each category of employee in each port are set out in Schedule 8 of this Agreement and reflect payment of working shifts at the Award shift premiums and classification rates.
- 18.4 Salary levels for existing employees at the commencement of this agreement shall continue and be increased in accordance with this Agreement. This includes employees on existing “savings clause” arrangements, with the exception of employees whose salaries have been “grandfathered” at current dollar values until the applicable salary rate for their classification exceeds their “grandfathered” rate.
- 18.5 The following ordinary time (“grade”) rates shall apply to work performed by PGE’s and supplementary employees engaged under this Agreement. These rates shall also be the basis for calculating overtime rates of pay for full time employees in accordance with clause 21 of this Agreement.

Grade	Up to Implementation Per week	From fppcooa Implementation Per week	From fppcooa 11 October 2008 Per week	From fppcooa 11 October 2009 Per week
2	\$745.05	\$782.30	\$821.42	\$862.49
3	\$802.75	\$842.89	\$885.03	\$929.28
4	\$868.05	\$911.45	\$957.03	\$1,004.88
5	\$894.50	\$939.23	\$968.19	\$1,035.50
6	\$988.50	\$1,037.93	\$1,089.82	\$1,144.31
Guarantee	\$30,000 pa	\$45,000 pa	\$47,250 pa	\$49,613 pa

- 18.6 These grade rates shall be applied to classifications / tasks in accordance with the award as follows:

General Hand – grade 2 (including bus driving at ESD)

Clerical GD (terminals) – grade 3

Heavy Fork (and First Aid/Bus at Port Botany) – grade 3

Clerical (terminals C6) – grade 4

Allocator – grade 4

Straddle – grade 3

Team Leader (non shift) – grade 6

Clerical (terminals C7) – grade 5

Leading Hand lasher – grade 5

Reefer – grade 4

Crane Operator – grade 4

Team Leader (shift) – grade 6

Senior Clerical – grade 6

18.7 Full time employees shall not normally work overtime shifts on rostered days off unless so required in accordance with the pick-up guidelines set out in sub-clause 20.6.

18.8 It is recognised by the parties that salaries have been calculated with an expectation that all rostered shifts for which a full time employee is available to work, excluding rostered shifts where an employee exercises an Award right not to work such as leave or illness etc, will be worked at one time or another during the life of this Agreement.

Debits and credits

18.9 **Fremantle:** When a full time employee at Fremantle is rostered to work and no work is available, the employee will be debited with the cancelled eight hours and will be required to subsequently work those eight hours (i.e. payback) when required by the Company on any shift on the next arising designated rostered off day (black) or other subsequent black day, as set out in the rosters contained in Schedule 7 and in accordance with the allocation guidelines in sub-clause 20.6.

An employee may volunteer to work a shift on any rostered off day, excluding rostered week off days, and may either use that credit of one day to remove any debit and thus mandatory work on the next designated “black” off day, or he / she may decide to work that “black” day and to retain the one day credit for use at another time. No employee shall be able to have a credit in excess of one day at any time.

18.10 **Brisbane:** When a full time employee at Brisbane is rostered to work and no work is available, the employee will be debited with the cancelled shift at the equivalent ordinary time hours, determined in accordance with sub-clause 18.13.

The employee will be required to subsequently work off those debit hours (i.e. payback) when required by the Company on any shift on the next arising designated rostered “black” off day and / or other subsequent “black” days as set out in the rosters contained in Schedule 7, in accordance with the allocation guidelines in sub-clause 20.6 and the following principles.

Wherever possible, allocation of payback shifts shall be to a shift that achieves the maximum amount of payback. An employee will not be forced to work a shift on the next arising black day or days as above against his / her will unless his / her debit hours equal or exceed the hours value of the shift (as set out in sub-clause 18.13 of this Agreement).

- 18.11 **Sydney and Melbourne:** When a full time employee at Sydney or Melbourne is rostered to work and no work is available, the employee will be debited with the cancelled shift at the equivalent ordinary time hours, determined in accordance with sub-clause 18.13.

Should the employee have insufficient or no credit bank hours, the employee will be required to subsequently work off those debit hours (i.e. payback) when required by the Company on any shift on the next arising designated rostered off day (black) and / or other subsequent black days as set out in the rosters contained in Schedule 7 and in accordance with the allocation guidelines in sub-clause 20.6.

A Sydney or Melbourne full time employee may nominate to work shifts on any rostered off day, excluding rostered week off days, and may build up a credit bank to a maximum of eighty (80) ordinary time hours, determined in accordance with sub-clause 18.13.

An employee may apply at any time to have a duty free period from the roster in exchange for the equivalent payback credit bank hours for each such shift or day. Time off will not be agreed unless the employee has sufficient credit bank hours to cover the requested time off at the time the request is made.

An employee's bank of credit hours will reduce by any subsequent debit (cancellation) hours, excepting that where time off against credits is requested and agreed, the employee shall be entitled to the time off unless a cancellation (debit) occurs more than 7 days prior to the requested day off and the employee has no other unallocated credits against which the cancellation debits can be offset.

Where the application of time off against credit hours in accordance with the above results in an employee going into debit, the employee will be required to work "payback" shifts on the same basis as if the debit had arisen as a result of a cancellation.

Where an employee has requested and agreed multiple days off against credit hours and a subsequent cancellation debit would otherwise result in the employee's hours "bank" going into negative / owing, the previously agreed day off furthest from the cancelled shift will return to a normal rostered on day.

The Company shall not unreasonably refuse requests for time off against credits, providing it can conduct intended operations with sufficient

people and skills and at no additional cost on those duty free shifts. As a guide, the Company will limit the numbers of employees in relevant skill groups for whom time off will be granted against credits to 10% of employees in any skill group at any one time. This 10% amount shall include any employees who have requested a protected day in accordance with sub-clause 18.16.

The Company may review and vary this arrangement each six months if it is apparent that it is being manipulated by any or all full time employee/s to avoid working a fair share of shifts including midnights in the roster.

Wherever possible, allocation of payback shifts shall be to a shift that achieves the maximum amount of payback. An employee will not be forced to work a shift on the next arising black day or days against his / her will unless his / her debit hours equal or exceed the hours value of the payback shift to be worked.

18.12 Where an employee fails to work off debit hours on a black day when required and does not provide a medical certificate or other explanation to the satisfaction of the Company, he / she shall be considered to have committed a breach of this agreement and shall be subject to misconduct processes in accordance with the disciplinary policies of the Company. An employee who does not work the black day as required will still be required to work it at another time as determined by the Company.

18.13 **Shift values:** The equivalent ordinary time hours for payback shifts worked and / or cancelled shifts or days are as follows:

- Day shift – 8
- Evening shift - 12 (including allocated as irregular then cancelled at 8am)
- Night shift - 16 (including allocated as irregular then cancelled at 8am)
- Evening / Day or Day / Evening – 10
- Irregular shift not picked up weekdays – not less than 12 (Brisbane – 8), subject to the review process in clause 7
- Saturday – 16 including irregulars
- Sunday - 20 including irregulars

18.14 **Public holidays including voluntary days:** In all ports, rostered on shifts on public holidays that are not worked shall not constitute a debit for the purposes of payback arrangements.

18.15 **Cancellation limit:** A limit of 15 cancellations shall apply and shall be subject to review and possible variation each six months as set out in clause 7.

18.16 **Protected days:** In all ports, full time employees may, in addition to the ongoing cancellation and rearranged working hours above, apply to work an 8-hour shift on a nominated rostered off day (excluding rostered week off days) in exchange for having an 8-hour rostered on shift free of duty / allocation on another nominated day.

Those two protected exchange days shall be so marked on the roster and shall not be subsequently changed, except as provided below. This arrangement is not to be open-ended and both exchanged days must be jointly nominated at the time of the application. If no work is available on the nominated day to work, the employee and the Company must agree another worked day to match the proposed protected day.

Protected day arrangements shall be applied in accordance with local arrangements.

The Company shall not unreasonably refuse the application unless it is to avoid circumstances such as potential labour, skill, expertise / competency shortages.

The Company may review and vary this arrangement each six months if it is apparent that it is being manipulated by any or all full time employee/s to avoid working a fair share of shifts, including midnights, in the roster.

18.17 No employee shall be required to work during his/her rostered week off. Where an employee has not worked any shifts in the period between rostered weeks off in the roster, the employee shall not be entitled to any payment for the rostered week off.

18.18 Where a full time terminal employee is required to work to replace cancelled hours and the work involves a higher grade than the employee's normal grade, the employee shall be paid the difference between the respective salary rates in addition to their normal salary.

18.19 The fortnightly and annual salary level payment is conditional upon each full time employee working all rostered shifts at various times during the life of the Agreement (less approved absences). The salary will be reduced to offset any un-worked hours associated with unpaid absences. Deductions of un-worked, unpaid salary hours that should have been worked will be made to the fortnightly salary as they occur. Examples of unpaid absences that are immediately deducted from the salary are industrial action, suspensions of pay, and unpaid leave. The value of each deductible hour shall equal the total annual salary divided by the total annual salary hours.

- 18.20 In the case of Workers Compensation periods, the appropriate Workers Compensation Act shall apply. The workers compensation make-up pay provision in the Award shall apply on the basis of the weekly wage rate in sub-clause 18.5 of this Agreement and not the lower Award rate or higher salary rate whenever an employee is in receipt of workers compensation payments and not at any other time.
- 18.21 The annual salary shall not be reduced through paid absences in accordance with Award entitlements.
- 18.22 An employee may receive a productivity bonus, in addition to the salary, in accordance with the arrangements for bonus payments applicable at the discretion of the Company in each port from time to time.
- 18.23 A full time employee, when allocated to perform functions for a shift, or when transferred to functions within a shift for the majority of the shift duration, of a salary level higher than the employee's normal salary level shall be paid for the shift at the higher salary rate. The differential daily amount between the salary levels shall be paid in addition to the normal salary.
- 18.24 When an employee is required to perform the function of a higher grade for a shift in a position not contained in this Agreement, the employee shall be remunerated at the Team Leader / Senior Clerk salary rate or the G6 overtime rate as appropriate, plus a payment of \$120 per shift. The additional payment shall cover any hours worked, subject to local discussions about the application of this arrangement to required start / finish times. This additional payment will be increased over the life of this Agreement in accordance with increases applicable to the rates of pay in sub-clause 18.5 of this Agreement.
- 18.25 During the life of the Agreement and subject to the process contained in Schedule 3 the Company may re-appoint a full time employee to a different salary grade in accordance with this Agreement and the Award.
- 18.26 A full time employee, who is in receipt of an annual salary calculated for a position in the Company for which the employee can no longer perform due to medical reasons, may be redeployed to another position within the Company, subject to the following:
- 18.26.1 There is adequate proof provided to the Company that the employee is no longer capable of performing the duties or functions for which the employee is classified.
- 18.26.2 There is an alternative position available within the Company that needs to be filled.
- 18.26.3 There is notice in writing to the employee of the intention to apply the redeployment and, subject to sub-clause 18.26.5,

possible salary adjustment, containing all relevant particulars known to the Company.

18.26.4 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.

18.26.5 The employee and, if requested by the employee, the Union on his / her behalf have been consulted and also given the opportunity to raise a grievance in accordance with Schedule 3 of this Agreement. In the latter circumstances, the redeployment and possible regrading shall not take effect until the matter has been determined in accordance with Schedule 3.

19. PAYMENT OF WAGES

19.1 Each full time employee will be paid one-twenty sixth of the annual salary each fortnight less any deduction of unpaid absences for which there is no entitlement for payment, plus any additional overtime hours worked in excess of the required rostered hours, together with any bonus payment achieved in the preceding fortnight. Subject to any adjustment in relation to the guarantee provisions in sub-clauses 17.8 and 17.9 of this Agreement, PGE's will be paid wages earned on a fortnightly basis together with any bonus payment achieved in the preceding fortnight.

19.2 Payment for all employees will be made fortnightly into a nominated financial institution. Payment will be made on the same day each fortnight except in weeks commencing with a Monday public holiday for pay staff in which case payment shall be effected one day later than normal. Where practicable, pay advice shall be issued to the employee on the same day that bank transfer of salary or wages occurs. Where it is agreed that an employee has not received the correct amount due, the Company will make an immediate adjustment as soon as possible.

19.3 An employee may nominate a fixed amount of his/her payment to be deposited each fortnight into one account with the balance deposited into another such 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.

20. ALLOCATION ARRANGEMENTS

20.1. Rostered shifts shall be 8 hours except as provided in clauses 16 and 17 for special work requirements for PGE's and supplementary employees.

20.2. No employee shall be allocated to a midnight shift if they have been allocated to and worked (or taken personal leave in respect of) a day or evening shift immediately prior to the midnight.

20.3. The Company may arrange different start times in accordance with this

Agreement for individual employees to achieve “staggered breaks”.

20.4. Meal breaks and / or additional rest periods may be brought forward or put back by up to thirty minutes providing at least thirty minutes notice is provided to relevant employees.

20.5. Over a twelve month period, and to the extent practical, the Company will endeavour to provide for all employees who are of equal skill, performance and competence, and who perform identical tasks within a group of employees on like for like rostering arrangements, a general equity of a mix of shift allocation and where relevant access to overtime.

20.6. Whilst there is no formal “order of pick” it is understood by the parties that in normal circumstances, the sequence of daily engagement shall generally adopt the following allocation guidelines. Nothing shall prevent the Company for varying this sequence to accommodate skill, cost or abnormal circumstances etc:

- full time rostered on employees
- full time employees working “Black Days”
- full time employees working protected days
- PGE’s – Irregular/Off
- Graduated retirees (subject to skills / availability)
- full time employees working up a credit bank on any rostered day off excluding rostered week off days
- PGE’s – Off/Irregular volunteers within the consecutive 14 day limit
- full time employees working overtime in extraordinary circumstances
- External PGE’S or supplementaries from bulk and general stevedoring
- PGE – Off/Irregular

20.7 Employees on any day shall be entitled to one break of 45 minutes in any shift of work that exceeds five hours subject to the driving relief arrangement in terminal yard operations as set out in Schedule 6.

20.8 Where a period of engagement exceeds nine hours, employees shall be entitled to an additional twenty-minute break to be taken at the commencement of the extension as required by the Company unless varied in accordance with sub-clause 20.4.

20.9 In circumstances where an employee is required to be present for a full twelve hour span of work (and not in any other circumstance such as nine, ten or eleven hour spans) the additional rest period of twenty minutes shall be expanded to include an additional five minutes walking time at the start and finish of the rest period. In those circumstances, work by the employee shall not be interrupted beyond a total break of thirty minutes. The foregoing is agreed on the basis that no other walking or "leeway" time exists for the forty-five minute meal or the twenty minute extra break (other than the twelve hour spans) and the period between when work actually ceases and work actually recommences is at all times limited to forty-five minutes and twenty minutes respectively.

20.10 The start time for a full time employee working midnight shifts shall not be altered from the normal start time more than twice in any series of working consecutive midnight shifts. Employees shall not work more than seven consecutive midnight shifts or more than fourteen consecutive days.

20.11 Arrangements for working additional hours on any day and for moving the start time of shifts are as follows at Brisbane, Melbourne and Fremantle:

Shift	Advance Start	Retarded Start	Available Extensions	Span of Hours		
				Earliest Start	Latest Finish (Normal)	Latest Finish (Finish vessel, unforeseen or emergent circumstances)
Day	1,2	1,2	1,2,3,4	5 am	9 pm	9 pm
Evening	1,2	1,2	1,2,3,4	1 pm	1 am	3 am
Midnight	1	1	1,2	10 pm	8 am	9 am

20.12 Arrangements for working additional hours on any day and for moving the start time of shifts are as follows at Sydney:

Shift	Advance Start	Retarded Start	Available Extensions	Span of Hours		
				Earliest Start	Latest Finish (Normal)	Latest Finish (Finish vessel, unforeseen or emergent circumstances)
Day	1	1,2	1,2,3,4	5 am	8 pm	8 pm
Evening	1,2	1,2	1,2,3,4	12 noon	2 am	2 am
Midnight	1	1	1,2	9 pm	7 am	8 am

20.13 The Company may require an employee to observe a duty free period of eight hours after working an evening shift or to recommence duty on the following day shift at the normal start time unless otherwise agreed. In the latter case, the employee shall be paid single time at the rates of pay in sub-clause 18.5 for the worked portion of the eight hour duty free entitlement in addition to the normal salary or overtime payment for that

shift. An employee shall be entitled to a duty free period of twelve hours where work finishes at 3 a.m. following a twelve-hour span of work.

- 20.14 The Company will use its best endeavours to enable allocation advice to be available to employees before the end of day shift. However, where this is not achievable, advice of allocation for employees shall be made on the job or by advice for telephone ring in by 5 pm on the prior day or, subject to sub-clause 20.16, on Friday by 5 pm for weekend shifts, including first shift Monday. Alternatively, employees willing to be notified by SMS messaging may be so contacted.
- 20.15 Advice of allocation to normal weekday evening and midnight shifts may be made “subject to confirmation or variation / cancellation” and may subsequently be confirmed, cancelled or have start times advanced / retarded within the same shift by advice for telephone ring in / SMS messaging by 8 am on the day of requirement.
- 20.16 In respect of weekend shifts, including the first shift Monday, confirmation or cancellation may be in accordance with the above on a daily basis i.e. advice of weekend orders for employees expecting a possible work requirement shall be made by 5 pm Friday with confirmation, variation of start times (advance / retard within same shift) or cancellation for Saturday evening and midnight shifts by 8 am Saturday and confirmation, variation of start times (advance / retard within the same shift) or cancellation of Sunday evening and midnight shifts by 8 am Sunday. Those employees allocated to Sunday day shift may be required to ring for confirmation, variation of start time (advance / retard within the same shift) or cancellation by 5 p.m. Saturday.
- 20.17 Similar arrangements will apply in respect of any public holidays.
- 20.18 Employees shall be responsible for ascertaining when they are next required for work. The Company will provide a facility for that to occur. Employees may elect to be notified by SMS messaging.
- 20.19 Employees will be ready to commence work at the designated point at each work area / site at the commencement of the shift. When on the job, work will continue until five minutes before the end of the shift. The shift or meal break 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.
- 20.20 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.
- 20.21 The Company may contact unallocated rostered full time employees, who have been cancelled that day, if they are willing to be contacted, at any time on short notice to provide additional human resources and if

they accept allocation and work, the daily debit for that day shall be removed. PGE's/Supplementary employees may also be contacted.

20.22 A "stand by" list of all such available employees, who may be contacted in the first instance for the purposes of the above sub clause, shall be compiled and made known for each shift for each day. The "stand by" list for midnight shift shall be compiled and made known at the same time as allocation of employees to that shift.

20.23 If there is still a requirement remaining for more employees, other rostered off full time employees may be contacted. Should they accept late allocation and work on that rostered day off, they shall be paid overtime for the day in accordance with clause 21 of this Agreement. The Company shall endeavour at all times to ensure any selection for short notice contact shall pay regard to equity of job opportunity to the maximum extent practicable.

20.24 The parties guarantee to provide sufficient employees to conduct all operations when required by the Company, subject to any other arrangement for public holidays and duty free days set out in this Agreement.

This shall include provision of sufficient employees to work extensions when required and existing local arrangements shall continue to apply for filling work requirements on extensions and for employees to advise of any unavailability to work an extension due to personal commitments. An employee who because of personal commitments is unable to work an extension will not be forced to work more than eight hours provided that sufficient personnel and/or skills are available to complete the planned work or alternatively, the task can be completed within the allowed hours of work of that particular shift by the employees available.

21. OVERTIME AND MEAL ALLOWANCE

21.1 Payment for overtime and associated meal allowances shall be in accordance with the arrangements detailed in Schedule 9 of this Agreement.

21.2 Employees may be required for up to one-half hour preparatory and / or closing work on an "as required" basis and shall be paid overtime (extension) rates for the period involved based on the relevant grade rate of pay.

21.3 Current arrangements for the payment of meal monies shall continue. A meal allowance shall apply to overtime shifts in excess of five hours, Monday to Sunday. Should overtime on such shift exceed nine hours, a further meal allowance shall be paid. Where an overtime extension of a rostered shift exceeds one hour, a meal allowance shall apply.

- 21.4 At the commencement of this Agreement the entitlement shall be \$13.23 per meal, which shall increase in accordance with increases applicable to the rates of pay in sub-clause 18.5 of this Agreement.
- 21.5 Notification and details of a requirement for an employee to work more than eight hours on any day, including employees engaged in lashing and associated duties, shall be given to the employee by the start of the meal break providing such notice of those additional hours to be worked may be cancelled by the end of the seventh hour worked. Advice shall also be given at the start of the meal break of any requirement for an employee to extend and “work to a finish”. In those circumstances, employees will work the hours necessary to complete the job if not subsequently cancelled at the completion of the seventh hour providing those “work to finish” hours do not exceed the agreed latest finish times in sub-clauses 20.11 and 20.12.

22. LEAVE ENTITLEMENTS

- 22.1 Long Service Leave entitlements for all employees shall be in accordance with the Stevedoring Industry (Long Service Leave) Award 1992, except as varied by this Agreement. Employees shall have access to pro rata Long Service Leave entitlements after 10 years. PGE’s shall accrue and be paid Long Service Leave at the rate of 0.0005268 weeks for each hour worked, to a maximum of 0.8667 weeks per year.
- 22.2 Where an entitlement to Long Service Leave arises after the employee has attained 55 years of age, the employee shall not be obliged to take the leave but may allow the leave to accumulate until his / her retirement.
- 22.3 Annual leave shall apply in accordance with the Award. Pro rata accruals shall become entitlements on a 4 weekly basis. PGE’s shall accrue leave entitlements at the rate of 0.10638 hours for each hour worked to a maximum of 175 hours per annum.
- 22.4 Annual Leave for full time employees and PGE’s shall be taken in accordance with a leave roster each (tax) year. Subject to the Act, employees are expected to take leave within 12 months of the entitlement accruing. Leave rosters are prepared having regard to the operational requirements of the Company and employee preferences and will ensure there are no less than ten per cent of any roster panel on leave at any one time, unless otherwise agreed locally.
- 22.5 Each week of annual leave or long service 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. Debits or credits associated with “payback” shall not apply to these leave periods.
- 22.6 Full time employees will be entitled to 13 days personal leave each year, to cover absences due to personal illness or injury (sick leave) or caring

for an immediate household or family member who is sick and requires the employee's care and support (carer's leave).

22.7 PGE's shall be entitled to personal leave in accordance with the above, subject to the following:

22.7.1 On commencement, a PGE shall be entitled to a pro rata of 11 days (77 hours) personal leave for the balance of the pay year.

22.7.2 At the commencement of their first full pay year, a PGE will be entitled to a further 13 days personal leave.

22.7.3 In both instances, the company may adjust this entitlement downwards on a pro rata basis if the PGE does not meet availability requirements without reasonable cause.

22.7.4 For subsequent pay years, PGE personal leave entitlements shall accrue at the rate of 0.055319 hours for every hour worked in the prior year, to a maximum of 91 hours.

22.8 In any year, unused personal leave is cumulative.

22.9 Full time employees and PGE's shall also be entitled to 3 days compassionate leave:

a) for the purposes of spending time with a person who is a member of the employee's immediate family or a member of the employee's household and has a personal injury or illness that poses a serious threat to his or her life; or

b) after the death of a member of the employee's immediate family or of the employee's household.

This entitlement shall apply to the extent of up to three days in any instance.

22.10 If an employee has no paid personal leave entitlements available, they will be entitled to two days unpaid carer's leave in any instance where they are required to provide care and support to, or to attend to an unexpected emergency for, a member of their immediate family or household.

22.11 Immediate household or family member for the purposes of this clause is as defined in the Award.

22.12 An employee may be required to provide evidence supporting a claim for payment of personal leave or compassionate leave, or provision of unpaid carer's leave, as provided by the Award (clauses 23.3.4 and 23.4.3).

- 22.13 When annual leave, long service leave, or accrued days are taken or paid out, any such leave accrued by full time employees prior to 14 September 1998 for whatever reason, shall be paid (7 hours per day) at the relevant grade rate of pay. Full time employees with pre-14 September 1998 leave entitlements may apply in writing to their manager to take that leave at the appropriate salary rate, with the number of days reduced on a pro rata basis.
- 22.14 For full time employees annual leave, long service leave, personal leave or days in lieu accrued from 14 September 1998 shall accrue in accordance with the Award entitlement and the Act and when taken will be paid at the relevant salary rate. For PGE's, all leave accrued prior to the commencement of this Agreement will be calculated and taken at the Grade 2 rate of pay. From the commencement of this Agreement, PGE leave will accrue at the Grade 3 rate of pay and when leave that has accrued after the commencement of this Agreement is taken, it will be paid at that rate.
- 22.15 Any personal leave paid out to full time employees shall in all cases be paid at the relevant grade rate of pay and not at the salary rate. Where an employee elects to have personal leave paid out in accordance with clause 23.3.7 of the Award, the employee shall confirm such election in writing to the Company.
- 22.16 PGE's shall continue to accrue annual leave whilst on extended periods of workers compensation up to a maximum of six months accrual deemed at 35 hours work per week. For full time employees, the provisions of clause 22.6 of the Award shall apply.
- 22.17 Where an employee covered by this Agreement has exhausted all personal leave entitlements and is unable to attend work for genuine medical reasons, another employee(s) covered by this Agreement may elect to gift one or more days of personal leave to that employee. The personal leave balance of the gifting employee(s) will be reduced by 1 day for each day of personal leave so gifted. The employee in receipt of such gifting shall be paid the personal leave at the rate at which it would have applied to the gifting employee. Employees will be required to confirm any gifting intentions in writing and the Company will provide a form for this purpose.

23. PUBLIC HOLIDAYS

23.1 The following public holidays are identified as Voluntary Days:

- Picnic Day
- Good Friday
- Anzac Day
- Labour Day

- 23.2 Nothing prevents any employee from declining or volunteering to work on those days providing that employees rostered to work on a voluntary day will only be required to work against their will where insufficient employees with the necessary skills volunteer to work on that day if required. Employees shall be deemed to be available unless they make application to be taken off roster.
- 23.3 On two of these days (to be determined by agreement at port level), the Company undertakes to only require employees to work against their will where the level of volunteers does not equal 20% of the total operational workforce.
- 23.4 The above arrangements will not apply to Christmas Eve and Christmas Day in which circumstance the Company will not conduct operations between the end of day shift on Christmas Eve and the commencement of day shift on Boxing Day.
- 23.5 Where relevant, employees who are available for work on evening or midnight shift on New Years 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:
- 23.5.1 Volunteer and work the evening or midnight shift and have that shift counted for roster purposes; or
 - 23.5.2 Opt to be free from duties on those two shifts. The option to be free from duty shall not constitute a counted shift within their rostering arrangements.
- 23.6 Day / Evening or evening shift employees on 31 December will be transferred to day shift that day if required by the Company, to perform work on that shift.
- 23.7 The payback arrangements for full time Terminal employees in clause 18 shall not apply to unworked shifts on Christmas Eve or New Years Eve.
- 23.8 Public holiday payments have been calculated at seven hours per occasion within the annual salary. Remuneration for hours worked on public holidays is not included in the salary and shall be paid, in addition to the salary, when worked, at time and one-half for day or evening shift or double time for midnight shift at the relevant grade rate of pay.
- 23.9 In any port where an additional holiday is gazetted beyond those Award holidays calculated into the salary, employees who work on such holiday shall be entitled to payment of hours worked at ordinary time (day and evening shifts) and time and one half (midnight shift) in addition to the salary. Where an employee does not work on such additional public holiday, the daily equivalent (eight hour) salary payment for that day shall not be paid and will be replaced by the payment of seven ordinary time hours at the relevant grade rate.

23.10 PGE's shall be entitled to the Award provision for an extra day for a public holiday that falls during a period of annual leave.

23.11 PGE's who perform work up to seven hours on a voluntary day holiday shall not be entitled to a day off in lieu but shall receive an additional payment of 7 hours ordinary time at the Grade 2 rate of pay.

24. PARENTAL LEAVE

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

24.2 Full time employees and PGE's 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:

24.2.1 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

24.2.2 One (1) week's paternity leave where a male employee is the father of a newly born child; or

24.2.3 One (1) week's parental leave where an employee is the non-birth parent of a same sex couple with a newly born child.

24.3 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.

24.4 Where an employee is the primary care giver for a new born child and there are circumstances which prevent the employee from returning to work after a period of 52 weeks from the commencement of any period of parental or related leave, the employee may apply to their manager for up to an additional 52 weeks of unpaid parental leave.

24.5 Adoption leave, special maternity leave and provisions for employees returning to work after parental leave shall otherwise be in accordance with the Award.

25. EQUAL OPPORTUNITY EMPLOYER

25.1 Patrick Terminals values the benefits that arise for both employees and the Company from a diverse, productive and well-managed workforce. As a result Patrick Terminals is committed to the implementation of policies and procedures which provide for:

- the application of Equal Employment Opportunity (EEO) principles in recruiting, selecting, developing and managing all employees;
- the prevention of discrimination and harassment in the workplace; and
- the establishment and operation of processes and procedures for investigation of any alleged instances of discrimination or harassment in the workplace.

26. SUPERANNUATION

- 26.1 The Company will make superannuation contributions on behalf of its employees to the SERF Fund where the employee is eligible to join, and joins the SERF, and has not made an election to join another complying superannuation fund.
- 26.2 The Company agrees to pay contributions for those employees who are members of the SERF at the rate contained in the SERF Trust Deed and Rules unless otherwise agreed between the parties. In this regard, it is agreed that employees who are on workers compensation shall have their normal employee contributions 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 SERF on behalf of the employee, the Company will also make the normal employer contribution as required by the SERF Trust Deed.
- 26.3 For employees who are eligible to join the SERF but elect not to do so, the Company will pay the minimum benefit payment in accordance with the Superannuation Guarantee legislation.
- 26.4 Employees may designate a portion of their salary (excluding past accrued entitlements), which shall be paid directly into their superannuation scheme as a voluntary contribution, in accordance with relevant legislative arrangements. An employee shall make an election on 1 July each year the amount of salary sacrifice they wish to make. The election shall take effect on or about 10 September each year and shall remain in force for a 12-month period, unless otherwise agreed.

27. REDUNDANCY ARRANGEMENTS

- 27.1 In circumstances where the Company has need to reduce the size of its full time and / or PGE workforce, it shall advise the Union and employees in accordance with clause 14 of this Agreement.
- 27.2 Having followed the process in sub-clause 27.1 above, the Company shall make a final declaration of redundancy together with details such as the number of surplus people, skills and effected areas etc and shall make this available to the Union and employees.

- 27.3 In ports where the Company has both Terminal and Bulk and General operations, the Company will review its employment arrangements in both areas in an endeavour to effect transfers to reduce or eliminate the need for redundancies. Such a review shall also seek to establish the port level of potential volunteers for any redundancies and any resultant transfer between business units.
- 27.4 Where the Company can find and make or arrange an offer of alternative employment as a full time employee elsewhere within the same port within the Company or with another company, and such employment terms and conditions compare favourably overall with existing employment terms and conditions with PSH, the Company shall not be liable to make termination or redundancy payments. Should the offer not compare favourably with existing employment terms and conditions and the employee knowingly accepts such an offer, the Company shall not be liable for termination or redundancy payments.
- 27.5 Where redundancy occurs, notice of termination arrangements including payments shall be in accordance with Award clause 16.
- 27.6 Redundancy payments shall be calculated on the basis of three weeks pay for each completed year of service or part thereof at the weekly salary rate (weekly wage rate for PGE's) to a maximum payment, including notice of termination payments, not exceeding the equivalent of forty weeks (40) at the salary rate set out in Schedule 8 for full time employees or to a maximum of forty weeks (40), including notice of termination, at the weekly wage rates in sub-clause 18.5 for PGE's. The calculation of an entitlement for PGE's shall be made on a pro-rata basis in accord with annual entitlements for leave.
- 27.7 For the purposes of sub-clause 27.6, service for existing full time employees shall be regarded as all prior service with the Company (including previously agreed industry service where relevant). Service for future, new full time employees shall include that service in full time employment plus any service, if relevant, as a PGE from 11 October 2004 or commencing thereafter, whichever is the later. Service for PGE's shall include service as a PGE from either 11 October 2004 or commencing thereafter, whichever is the later.
- 27.8 Redeployment arrangements for employees relocating to another port on a full time basis in a redundancy situation are as set out in Schedule 2.

28. GRADUATED RETIREMENT

- 28.1 The provisions for Graduated Retirement are set out in Schedule 10 to this Agreement.

29. OTHER ENTITLEMENTS

- 29.1 The Company will provide adequate supply of coffee, tea, milk, milo or equivalent and sugar at working locations.
- 29.2 Employees shall be entitled, without deduction of pay, to attend up to two stop work 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 stop work meetings, where essential functions must be maintained.
 - e) Where paragraphs (a) to (d) are not adhered to, Patrick will deduct the relevant payment from the salary of any employee to whom this sub-clause applies.
 - f) In respect to paragraph (a), one such meeting each year (for Annual General Meeting purposes of the MUA) shall be notified three months in advance and thereafter not be subject to change unless otherwise agreed by the parties.
- 29.3 In addition to clause 29.2, 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 Patrick.

30. SIGNATORIES

Signed for and on behalf of:

MARITIME UNION OF AUSTRALIA

.....
Name

.....
Witness Signature

.....
Title

.....
Witness Name

Maritime Union of Australia

.....
Witness Address

Date2008

PATRICK STEVEDORES HOLDING PTY LIMITED

.....
Name

.....
Witness Signature

.....
Title

.....
Witness Name

Patrick Stevedores Holdings Pty Limited

.....
Witness Address

Date2008

SCHEDULE 1 –DISPUTE RESOLUTION PROCEDURE

General

1. The Union and the Company undertake to take all necessary steps to ensure that branches, officers, members, executives, employees and Company staff follow the procedure as set out herein, the intention being that any or all disputes arising under the Agreement shall be promptly resolved by conciliation in good faith.

Disputes at job level

2. In the event of a dispute arising at job level, the employee or the employee's delegate / representative, where requested by the employee, and the relevant manager shall immediately confer at job level and shall attempt to resolve the dispute without delay.

Lack of Agreement at job level

3. If no Agreement is reached at job level, the employee and, if requested by the employee, a branch official of the Union shall discuss the dispute with the relevant manager of the Company.

Reference for federal discussions

4. Failing agreement on a local basis, efforts will then be made to resolve the dispute by negotiations at Federal level, involving a Federal official of the Union, if requested by the employee, including where agreed the involvement of a mutually agreed independent conciliator.

Final reference

5. Should the foregoing steps fail to resolve the dispute within a reasonable time, the dispute shall be referred by either party to the Commission. The Commission shall attempt to resolve the dispute by conciliation.
6. If the dispute is not able to be resolved by conciliation and if it concerns the application of the Agreement in relation to any of the matters referred to in clause 14 of this Schedule, it may as a last resort be referred to arbitration by the Commission.
7. The foregoing does not prevent the parties from expressly agreeing that any dispute may be the subject of arbitration.
8. Either party may refer a dispute to the Commission at any stage of this procedure if the procedure is not being observed or is otherwise inappropriate in the circumstances.

Continuity of Work

9. Pending the completion of this procedure, work shall continue in accordance with this Agreement without interruption.
10. When a dispute arises over the lawful exercise by the Company of management discretion and is not at variance with a clearly expressed and acknowledged Agreement, pending resolution of the matter, work shall continue in accordance with this Agreement, contracts of

employment and the direction of the Company. Where the above does not apply, the status quo will apply in accordance with any clearly expressed and acknowledged Agreement, pending resolution of the dispute.

Preservation of rights

11. The ultimate terms of settlement of the dispute shall not be affected in any way nor shall the rights of any person involved in or affected by the dispute be prejudiced by the fact that work has continued normally without interruption.

Procedures and obligations

13. The procedures and obligations contained herein shall be equally binding on the Company and its staff and the employees, their representatives and their Union. The decisions of the Commission shall be accepted and adhered to by all parties subject to their rights under the Act.

Matters for arbitration

14. Disputes over the following matters may be referred to the Commission for arbitration in accordance with clause 6 of this procedure:
 - (a) classifications of employees and skill-based career paths;
 - (b) ordinary time hours of work and the times within which they are performed, rest breaks, notice periods and variations to working hours;
 - (c) rates of pay generally (such as hourly rates and annual salaries), rates of pay for juniors, trainees or apprentices, and rates of pay for employees under the supported wage system;
 - (d) annual leave and leave loadings;
 - (e) long service leave;
 - (f) personal / carer's leave, including sick leave, family leave, bereavement leave, compassionate leave, cultural leave and other like forms of leave;
 - (g) parental leave, including maternity and adoption leave;
 - (h) public holidays;
 - (i) allowances;
 - (j) loadings for working overtime or for casual or shift work;
 - (k) penalty rates;
 - (l) redundancy pay;

- (m) notice of termination;
- (n) stand-down provisions;
- (o) dispute settling procedures;
- (p) jury service;
- (q) type of employment, such as full-time employment, casual employment, regular part-time employment and shift work; and
- (r) superannuation.

Safety Disputes

1. Disputes involving a workplace safety matter shall be resolved in accordance with the issue resolution processes detailed in relevant Occupational Health and Safety legislation.
2. Employees who stop work for any period pending resolution of a safety issue shall be entitled to be paid for that period if, in relation to that safety issue:
 - a) additional immediate risk control measures are identified as being required to be implemented by either an Inspector or AMSA Surveyor; or
 - b) an Inspector or AMSA surveyor otherwise determines that the operation proposed by the Company which gave rise to the safety issue was not safe.
3. Employees who stop work for any period pending resolution of the safety issue shall not be entitled to be paid for that period where the Inspector / Surveyor:
 - a) provides advice that the safety hazard has been adequately addressed by the safety management processes conducted at the workplace, or
 - b) otherwise determines that the operation proposed by the Company is safe.
4. An employee may be transferred to other useful work, if required by the Company, whilst the question of safety is determined, in which case an employee shall not suffer any loss of pay as a result.

SCHEDULE 2 – REDEPLOYMENT

In circumstances where a Patrick employee who is surplus in one port and is accepted by Patrick for employment in another Port:

1. The Company shall pay to the employee in respect of any reasonable time spent travelling between the two ports (for the purpose of relocation) a travelling allowance of \$25.33 per day for the employee and a further \$17.38 per day for each dependent of the employee including the employee's spouse. The foregoing amounts will be further increased in accordance with increases applicable to the rates of pay in sub-clause 18.5 of this Agreement.
2. The Company shall pay to such employee by way of a resettlement allowance the amount of \$7,604.59 if the employee has a spouse and/or dependent children, or the amount of \$2,172.74 if the employee is single and without dependants.
3. The amounts contained in clause 2 shall be adjusted each twelve months at the beginning of the calendar year or as soon as figures become available in accordance with movements in the Consumer Price Index for the preceding calendar year. These amounts shall be included on the employees' group certificate for taxation purposes.
4. The resettlement allowance contained in clause 2 will include but not be limited to costs incurred in respect of:
 - 4.1 Agent's commission on sale of house, legal fees on sale of house, any advertising or auction fees/expenses associated with the sale of the property and disposal of perishables, i.e. food, pot plants, etc.
 - 4.2 Any expenses incurred on a "preliminary" visit to the new Port by employee and/or family including fares and accommodation.
 - 4.3 Any storage costs associated with personal effects being stored in the destination Port or Port of origin.
 - 4.4 Any costs associated with transfer of goods from storage in the destination or origin Port/s to the new residence.
 - 4.5 Any accommodation charges on arrival in the destination Port pending more suitable longer-term accommodation being obtained.
 - 4.6 Any costs associated with the purchase of a new home in the destination Port.
5. Removal Expenses - Employees shall be entitled to reimbursement of reasonable removal expenses subject to the following:

- 5.1 Reimbursement of removal expenses shall include all personal effects including one motor vehicle only and no boats, caravans or trailers.
- 5.2 Storage charges or the cost of transfer of personal effects to or from the storage shall be deemed to form part of the resettlement allowance and shall not be reimbursed as a removal expense.
- 5.3 Employees shall obtain two quotes from reputable removal companies and submit them to the Company.

SCHEDULE 3 – PERSONAL GRIEVANCE PROCEDURE

1. A personal grievance means a grievance that any employee may have against the Company because of a claim:
 - 1.1. that the employee has been passed over for selection to fill a promotional position or for placement in a training course; or
 - 1.2. that the Company has taken some other action that is unjustifiable.
2. Following discussions without unreasonable delay between management, the employee and, where the employee so requires, with an employee representative/ delegate or Union official, the employee shall be advised of the results of their initial grievance application and hearing within seven days of lodging the application. They also shall be advised that any appeal they wish to make should be lodged within seven days of that advice being given and actually received by the employee.
3. The notice of appeal should be accompanied by written details of:
 - 3.1. the grounds on which the appeal is lodged;
 - 3.2. any evidence, such as training completed, experience gained, on which the applicant wishes to rely.
4. Management shall reconsider all aspects of the case, and if requested, give the applicant and any Union or employee representative the opportunity to put the case personally.
5. Management shall advise the employee and, if involved, the employee/delegate/Union representative of it's reconsidered decision within seven (7) days of the appeal being lodged. Meanwhile any selection or appointment made shall be provisional only.
6. In the event that the concern cannot immediately be alleviated by management, depending on the nature of the alleged grievance, one or more of the following options shall be adopted as a means of its resolution:
 - 6.1. further discussions between management, the employee and/or Union/employee representatives;
 - 6.2. reference to a mutually agreed conciliator/arbitrator;
 - 6.3. reference to the AIRC in accordance with the disputes procedure set out in Schedule 1 of this Agreement.

7. The parties agree that the foregoing procedure will be completed within one month of the grievance being notified.

SCHEDULE 4 – PERSONAL AND PROTECTIVE CLOTHING

1. **Protective Clothing** - Subject to any change necessitated by OHS considerations, the following shall apply.
2. All employees of the Company may be issued partially or wholly with the following protective clothing that is necessary to the performance of their duties:
 - Safety Vest; one, replaced subject to fair wear and tear;
 - Safety Hard Hat; one, replaced subject to fair wear and tear;
 - Hearing protection (ear muffs); one, replaced subject to fair wear and tear;
 - Heavy duty gloves; one pair per quarter;
 - Wet weather gear and winter jacket; subject to fair wear and tear;
 - Sun hat and sunglasses (One issue only);
 - Additionally, earplugs and sunscreen will be available for on job issue.
3. **Personal Clothing** - Relevant to need, employees of the Company will be issued with and shall at all times wear the following personal clothing with quantum and frequency as specified:
 - steel capped safety boots/shoes; one pair per year and by a nominated date each year in each port.
 - overalls or shirt and short/trouser combination; four sets per year and by a nominated date each year in each port.
4. **Standard** - All clothing is to be Company approved and conform to the requirements of the relevant Australian Standard.
5. **General** - Protective and personal Company clothing is required to be worn at all times and any time lost through an employee presenting for work without appropriate gear shall be unpaid. Work shall carry on without the absent employee until he or she returns to the job correctly attired.
6. **Cleaning and Laundering** - Cleaning and laundering of all personal and protective clothing shall be the responsibility of the individual employee.

SCHEDULE 5 MOORING AND UNMOORING – FI TERMINAL

1. Undertakings

Patrick undertakes to engage stevedoring employees for all mooring, unmooring and warping duties (collectively referred to as “mooring”) that it is contracted to perform, in accordance with this Agreement.

The MUA undertakes to ensure that sufficient employees of the Company make themselves available for the performance of work under this Agreement.

The MUA further undertakes that mooring duties will be performed in accordance with the Agreement irrespective of industrial disputes (whether directly or indirectly concerning the Company) stop work meetings, closed port holidays or any other circumstances which may impact upon the availability of employees.

2. Organisation

The organisation and performance of mooring duties shall at all times be under the control of management in consultation with the Mooring Master.

3. Performance

All stevedoring employees are eligible to register for the volunteer mooring gang irrespective of grade and classification.

4. Engagement – Rostered Working Labour

The Company may use employees who are part of a rostered working gang at any time to moor, unmoor, or warp a vessel at the berth.

5. Engagement – Volunteer Mooring Labour

Where the Company is unable to use rostered working labour, management may allocate volunteers for a minimum of two (2) hours per engagement.

Where mooring duties occupy more than two (2) hours; additional payment will be made on the basis of one hour for each hour or part thereof.

For work performed, the Award break between shifts will not apply and employees will be allocated to perform mooring duties on the understanding it will not interfere with the performance of their other stevedoring work.

6. Payment

All employees allocated to mooring duties under clause 5 will receive \$44.75per hour (day and evening shift, Monday to Friday) and \$51.11 per hour on midnight and weekend shifts inclusive of travel with a minimum of 2 hours, irrespective of grade or classification.

Payment will be via automatic funds transfer utilising the Patrick payroll system.

These amounts, together with the cancellation fee contained in clause 7 and the Mooring Masters daily allowance contained in clause 8, shall be increased in accordance with increases applicable to the rates of pay in sub-clause 18.5 of this Agreement.

7. Allocation and Cancellation

In respect of the allocation and cancellation of volunteer mooring labour the following will apply:

Employees will be allocated by 5pm each day, for mooring duties expected to be performed from 8pm on the day of allocation to 8pm on the day following.

Employees once ordered can be subsequently cancelled; however if such cancellation occurs within 12 hours of the nominated engagement time employees will receive a \$44.75 cancellation fee, (the cancellation period will apply from the time management is officially advised of a change of requirements).

Employees once ordered can have engagement times advanced or retarded by up to four (4) hours without penalty.

FTR's will not be paid and employees will be expected to work short-handed, with the absent employees wage split between the remaining mooring gang members.

8. Mooring Master

A Mooring Master will be appointed to organise, attend and perform administrative and hands on functions in respect of all moorings, unmoorings and warpings. The Mooring Master will be task oriented and self-organising to meet the needs of the position.

The Mooring Master will be drawn from a group of six (6) suitably trained and competent PGE's amongst whom the position will be rotated by the Company on a weekly basis.

The mooring payments in clause 6 shall apply for each mooring, unmooring or warping attended by the Mooring Master, irrespective of whether it is performed by rostered working labour (clause 4) or volunteer mooring labour (clause 5). The cancellation fee provided for in clause 7 shall apply where relevant.

The Mooring Master shall also receive a daily allowance of \$44.75 per day, irrespective of vessel movements, to cover the performance of administrative duties associated with the position.

SCHEDULE 6 –STRADDLE DRIVING AND STRADDLE DRIVING RELIEF ARRANGEMENTS.

General - Operations in the yard under normal circumstances may be conducted in a continuous mode by staggered starting times for drivers with two thirty minute breaks and one thirty minute *other duties break* in the shift of eight hours. Drivers on an *other duties break* will be available for any work other than straddle driving.

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Vessel operations will under normal circumstances be conducted in a non-continuous mode with a single shift break of forty-five minutes. Work periods either side of this break will be designated “*driving runs*” (from the commencement of the shift to the shift break shall be the first driving run and from the shift break to the end of the shift shall be the second driving run).

Container Cranes - Under normal circumstances each shift of ship stevedoring involving the use of a container crane will be manned with two crane drivers who may interchange once in each driving run. Such interchange is to take place at the crane cabin (hot seat change over) and is to be conducted at an operationally appropriate time after consultation with the shift manager or his/her nominated representative.

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Straddle Carriers – Ship Stevedoring Operations - Each container crane team on each shipworking shift will contain a “work where required” (WWR) employee. This position will be available to provide continual rotation of driving relief for straddle operators of ship working teams in driving runs 1 and 2, in accordance with the following arrangements. Driving lengths for the relief driver shall not exceed two hours without a break from driving:

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1.1. The change over between WWR and straddle operating duties is to take place at the ship’s side at an operationally appropriate time following consultation with the shift manager or his/her nominated representative. Examples of “operationally appropriate times” include interruptions to normal production occasioned by the need to handle hatch lids, long travel the crane or perform cage trips.

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1.2. The change over is to be hot seat in nature with straddle drivers transferring directly to WWR duties as determined by the shift manager or his/her nominated representative. In this respect straddle drivers must commence the shift appropriately attired and carrying necessary personal protective clothing for the performance of such duties.

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1.3. Straddle drivers transferred to WWR duties will transfer back in circumstances where the WWR work is completed or as directed by the shift manager or his/her nominated representative.

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3.4 The functions of the WWR position may include, but shall not be limited to, machinery operation, the handling of automatic twistlocks, break bulk and out of gauge cargo, lashing, bridging, plugging and unplugging of refrigerated cargo and any other general duties on ship and shore.

3.5 The following are indicative examples of the operation of intermittent relief arrangements with two and three straddle carriers in circumstances where a WWR is present for the full shift. The examples demonstrate how relief can be provided within each half of the driving run as defined in clause 1 of this schedule:

Position	Driving Run 1	Driving Run 1	Driving Run 2	Driving Run 2
Driver A	Drive	Drive	WWR	Drive
Driver B	Drive	WWR	Drive	Drive
WWR	WWR	Drive	Drive	WWR

Position	Driving Run 1	Driving Run 1	Driving Run 2	Driving Run 2
Driver A	Drive	Drive	WWR	Drive
Driver B	Drive	WWR	Drive	Drive
Driver C	Drive	Drive	Drive	WWR
WWR	WWR	Drive	Drive	Drive

3.6. A seven-hour minimum will apply to the WWR position with extensions beyond this in increments of 1 hour to a maximum of 12. Start time will be variable for PGE and supplementary labour and work arrangements in this regard will be similar to those applying to employees engaged in lashing and yard straddle relief. The position to the extent that it involves a seven hour minimum, will be manned by PGE or supplementary labour however the Company may also decide to use permanent employees on a full shift minimum if operationally appropriate.

3.7. In the circumstances where straddle drivers and or other team members from a ship stevedoring operations team are transferred to terminal yard driving duties, the vessel working straddle relief arrangements will apply with relief being provided from within the team.

4. Straddle Carriers – Yard Operations - Under normal circumstances (full terminal gate operations on any shift) the Company may elect to engage one or more WWR employees whose functions, in addition to the performance of general duties will be to drive straddle carriers during the 30 minute break periods to supplement machinery numbers if operationally required.

4.1 The WWR employee will be engaged for a seven-hour minimum spanning any portion of the yard operating shift. The seven-hour

minimum will apply to PGE and supplementary labour and in addition, permanent employees on "return to work" programs with restricted driving hours. The Company may also engage a permanent on an 8-hour shift or a mixture of both.

- 4.2 Changeovers are to take place in an area designated by the shift manager and are to be hot seat in nature.
- 4.3 The functions of the WWR position will be as identified in sub clause 3.4 of this schedule and may encompass the full range of general duties on ship and shore.
- 4.4 Unless otherwise agreed at any terminal during the life of this Agreement, straddle break arrangements and continuity of service delivery for yard straddle drivers will be achieved through staggered starting times. It is agreed that shift start times will commence in Melbourne/Brisbane at any time between 0500 and 0900 hours on day shift, 1300 and 1700 hours on evening shift and 2200 and 0000 hours on midnight shift, Sydney at any time between 0500 and 0800 hours on day shift, 1200 and 1600 hours on evening shift and 2100 and 2300 hours on midnight shift. There will be adjusted start times at ports to suit their own local arrangements.
- 4.5 Through the staggering arrangements, yard straddle drivers will receive two thirty minute breaks and one thirty minute "other duties break" within the shift and the following is an indicative example of the operation of these arrangements with twelve straddle carriers:

Name	St. No.	6.00	6.10	6.20	6.30	6.40	6.50	7.00	7.10	7.20	7.30	7.40	7.50	8.00	8.10	8.20	8.30	8.40	8.50	9.00	
		6.10	6.20	6.30	6.40	6.50	7.00	7.10	7.20	7.30	7.40	7.50	8.00	8.10	8.20	8.30	8.40	8.50	9.00	9.10	
Drv A	S1	DRV	DRV	DRV	DRV	DRV	DRV	DRV	DRV	DRV	DRV	DRV				DRV	DRV	DRV	DRV	DRV	
Drv B	S2	DRV	DRV	DRV	DRV	DRV	DRV	DRV	DRV	DRV	DRV	DRV				DRV	DRV	DRV	DRV	DRV	
Drv C	S3	DRV	DRV	DRV	DRV	DRV	DRV	DRV	DRV	DRV	DRV	DRV				DRV	DRV	DRV	DRV	DRV	
Drv D	S4				DRV	DRV	DRV	DRV	DRV	DRV	DRV	DRV	DRV	DRV	DRV					DRV	DRV
Drv E	S5				DRV	DRV	DRV	DRV	DRV	DRV	DRV	DRV	DRV	DRV	DRV					DRV	DRV
Drv F	S6				DRV	DRV	DRV	DRV	DRV	DRV	DRV	DRV	DRV	DRV	DRV					DRV	DRV
Drv G	S7							DRV	DRV	DRV	DRV	DRV	DRV	DRV	DRV	DRV	DRV	DRV	DRV		
Drv H	S8							DRV	DRV	DRV	DRV	DRV	DRV	DRV	DRV	DRV	DRV	DRV	DRV		
Drv I	S9							DRV	DRV	DRV	DRV	DRV	DRV	DRV	DRV	DRV	DRV	DRV	DRV		
Drv J	S10										DRV	DRV	DRV	DRV	DRV	DRV	DRV	DRV	DRV	DRV	DRV
Drv K	S11										DRV	DRV	DRV	DRV	DRV	DRV	DRV	DRV	DRV	DRV	DRV
Drv L	S12										DRV	DRV	DRV	DRV	DRV	DRV	DRV	DRV	DRV	DRV	DRV

Name	St. No.	12.20	12.30	12.40	12.50	13.00	13.10	13.20	13.30	13.40	13.50	14.00	14.10	14.20	14.30	14.40	14.50	15.00	15.10	15.20
		12.30	12.40	12.50	13.00	13.10	13.20	13.30	13.40	13.50	14.00	14.10	14.20	14.30	14.40	14.50	15.00	15.10	15.20	15.30
Drv A	S1		DRV	DRV	DRV	DRV	DRV	DRV	DRV	DRV	DRV									
Drv B	S2		DRV	DRV	DRV	DRV	DRV	DRV	DRV	DRV	DRV									
Drv C	S3		DRV	DRV	DRV	DRV	DRV	DRV	DRV	DRV	DRV									
Drv D	S4	DRV				DRV	DRV	DRV	DRV	DRV	DRV	DRV	DRV	DRV						
Drv E	S5	DRV				DRV	DRV	DRV	DRV	DRV	DRV	DRV	DRV	DRV						
Drv F	S6	DRV				DRV	DRV	DRV	DRV	DRV	DRV	DRV	DRV	DRV						
Drv G	S7	DRV	DRV	DRV	DRV				DRV	DRV	DRV	DRV	DRV	DRV	DRV	DRV	DRV	DRV		
Drv H	S8	DRV	DRV	DRV	DRV				DRV	DRV	DRV	DRV	DRV	DRV	DRV	DRV	DRV	DRV		
Drv I	S9	DRV	DRV	DRV	DRV				DRV	DRV	DRV	DRV	DRV	DRV	DRV	DRV	DRV	DRV		
Drv J	S10	DRV	DRV	DRV	DRV	DRV	DRV	DRV				DRV	DRV	DRV	DRV	DRV	DRV	DRV	DRV	DRV
Drv K	S11	DRV	DRV	DRV	DRV	DRV	DRV	DRV				DRV	DRV	DRV	DRV	DRV	DRV	DRV	DRV	DRV
Drv L	S12	DRV	DRV	DRV	DRV	DRV	DRV	DRV				DRV	DRV	DRV	DRV	DRV	DRV	DRV	DRV	DRV

Name	St. No.	9.10	9.20	9.30	9.40	9.50	10.00	10.10	10.20	10.30	10.40	10.50	11.00	11.10	11.20	11.30	11.40	11.50	12.00	12.10	12.20
			9.30	9.40	9.50	10.00	10.10	10.20	10.30	10.40	10.50	11.00	11.10	11.20	11.30	11.40	11.50	12.00	12.10	12.20	
Drv A	S1	DRV	DRV	DRV	DRV				DRV	DRV	DRV	DRV	DRV	DRV	DRV	DRV	DRV	DRV	DRV		
Drv B	S2	DRV	DRV	DRV	DRV				DRV	DRV	DRV	DRV	DRV	DRV	DRV	DRV	DRV	DRV	DRV		
Drv C	S3	DRV	DRV	DRV	DRV				DRV	DRV	DRV	DRV	DRV	DRV	DRV	DRV	DRV	DRV	DRV		
Drv D	S4	DRV	DRV	DRV	DRV	DRV	DRV	DRV				DRV	DRV	DRV	DRV	DRV	DRV	DRV	DRV	DRV	DRV
Drv E	S5	DRV	DRV	DRV	DRV	DRV	DRV	DRV				DRV	DRV	DRV	DRV	DRV	DRV	DRV	DRV	DRV	DRV
Drv F	S6	DRV	DRV	DRV	DRV	DRV	DRV	DRV				DRV	DRV	DRV	DRV	DRV	DRV	DRV	DRV	DRV	DRV
Drv G	S7		DRV	DRV	DRV	DRV	DRV	DRV	DRV	DRV	DRV				DRV	DRV	DRV	DRV	DRV	DRV	DRV
Drv H	S8		DRV	DRV	DRV	DRV	DRV	DRV	DRV	DRV	DRV				DRV	DRV	DRV	DRV	DRV	DRV	DRV
Drv I	S9		DRV	DRV	DRV	DRV	DRV	DRV	DRV	DRV	DRV				DRV	DRV	DRV	DRV	DRV	DRV	DRV
Drv J	S10	DRV				DRV	DRV	DRV	DRV	DRV	DRV	DRV	DRV	DRV					DRV	DRV	DRV
Drv K	S11	DRV				DRV	DRV	DRV	DRV	DRV	DRV	DRV	DRV	DRV					DRV	DRV	DRV
Drv L	S12	DRV				DRV	DRV	DRV	DRV	DRV	DRV	DRV	DRV	DRV					DRV	DRV	DRV

4.6 The above Melbourne Terminal example is based on staggered starting times with three drivers commencing at 0600 hours, three drivers at 0630 hours, three drivers at 0700 hours and three drivers at 0730 hours. In this example, no driving period exceeds one hour fifty minutes and generally it has been agreed that in any other example a driving period will not exceed two hours before a break occurs.

4.7 The staggering arrangements of ancillary positions, including Team Leaders, Clerical, etc, associated with yard activity will continue to apply.

4.8 Operation - In respect of both cranes and straddle carriers no interchange or break is to take place without the prior advice to the shift manager or his/her nominated representative who may advise a preferred time for such a transfer to take place.

4.9 Undertakings - The Company in introducing intermittent relief arrangements and more frequent break periods is conscious of MUA undertakings that they will not adversely impact upon the achievement of productivity outcomes consistent with the intent of this agreement. In this regard all employees acknowledge that hot seat changeovers and timekeeping will be strictly observed. Leave is reserved to the Company in the event of demonstrated failure on the part of employees to honour

these undertakings to introduce changed driving arrangements that will meet the intent of the agreement and will comply with OH&S requirements.

- 4.10 This process will be undertaken in accordance with the disputes procedure as set out in Schedule 1.

SCHEDULE 7 – ROSTERING ARRANGEMENTS

General Framework.

1. Rosters set out in this Schedule are applicable to full time employees. The following guidelines do not prevent the Company from allocating an employee individually to a shift (excluding regular roster shifts) other than those suggested by the general guidelines below for any valid, unavoidable skill, performance or cost effective reason.
2. The Company may allocate employees designated as irregular, prior to PGE's or supplementary employees, in the sequence of midnight, evening then day shift.
3. Employees with a shift designation of "D", "E", or "M" shall, wherever possible, be the first employees allocated to, or last employees cancelled from, those shifts.
4. The Company may allocate employees designated as "E/D" to either evening or day shift (in that order) prior to other irregular or PGE'S or supplementary employees. The Company may allocate employees designated as "D/E" to either day or evening shift (in that order) prior to other irregular or PGE's or supplementary employees.
5. Employees listed as "Stand Alone" shall work the hours required for each position in accordance with local understandings.

BRISBANE TERMINAL OPERATIONS ROSTER

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
1	E	E	E	O/A	OFF	I	I
2	I	I	I	OFF	O/A	D/E	D/E
3	D/E	OFF	D	D/E	D/E	D/E	OFF
4	OFF	I	I	I	I	OFF	O/A
5	D	D	D	D	D	OFF	OFF
6	E	E	E	E	E	O/A	OFF
7	D	D	O/A	OFF	I	I	I
8	OFF	OFF	OFF	OFF	OFF	OFF	OFF
9	O/A	I	I	I	OFF	D/E	D/E
10	OFF	D/E	D/E	E	E	O/A	OFF
11	I/M	I/M	I/M	I/M	I/M	O/A	OFF
12	D	D	OFF	I	I	I	I
13	I	OFF	OFF	D	D	D/E	D/E
14	D/E	D/E	D/E	E/D	E/D	OFF	OFF
15	D	O/A	D	D	D	D	D
16	OFF	OFF	OFF	OFF	OFF	OFF	OFF

D	4	3	3	3	3	1	1
D/E	2	2	2	1	1	4	3
E	2	2	2	2	2	0	0
E/D	0	0	0	1	1	0	0
I	2	3	3	3	3	3	3
I/M	1	1	1	1	1	0	0
	11	11	11	11	11	8	7
OFF	4	4	4	4	4	5	8
O/A	1	1	1	1	1	3	1

BRISBANE TERMINAL 6 DAY CLERKS ROSTER

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
1	OFF	I	I	I	I	I	OFF
2	E	E	E	E	E	OFF	OFF
3	I	I	I	I	I	OFF	OFF
4	E/D	E/D	E/D	O/A	O/A	D/E	D/E
5	OFF	D	D	D	D	D/E	D/E
6	D	OFF	OFF	I	I	I	OFF
7	D/E	D/E	D/E	D/E	D/E	OFF	OFF
8	RWO	RWO	RWO	RWO	RWO	RWO	RWO
9	D	D	D	D	D	OFF	OFF
10	I	I	I	I	I	OFF	OFF
11	E	E	E	E	E	O/A	OFF
12	D	D	D	D	D	O/A	OFF
13	I	I	I	I	I	O/A	OFF
14	O/A	E/D	E/D	E/D	E/D	E/D	OFF
15	E	E	E	E	E	O/A	O/A
16	RWO	RWO	RWO	RWO	RWO	RWO	RWO

D	3	3	3	3	3	0	0
D/E	1	1	1	1	1	2	2
E	3	3	3	3	3	0	0
E/D	1	2	2	1	1	1	0
I	3	4	4	5	5	2	0
I/M	0	0	0	0	0	0	0
	11	13	13	13	13	5	2
OFF	2	1	1	0	0	5	11
O/A	1	0	0	1	1	4	1

BRISBANE TERMINAL YARD TEAM LEADER ROSTER

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
1	E	E	E	E	E	OFF	OFF
2	D	D	D	D	D	D	OFF
3	E	E	E	E	E	OFF	OFF
4	D	D	D	D	D	D	OFF
5	E	E	E	E	E	OFF	OFF
6	D	D	D	D	D	D	OFF
7	E	E	E	E	E	OFF	OFF
8	RWO	RWO	RWO	RWO	RWO	RWO	RWO
9	D	D	D	D	D	D	OFF
10	E	E	E	E	E	OFF	OFF
11	D	D	D	D	D	D	OFF
12	E	E	E	E	E	OFF	OFF
13	D	D	D	D	D	D	OFF
14	E	E	E	E	E	OFF	OFF
15	D	D	D	D	D	D	OFF
16	RWO	RWO	RWO	RWO	RWO	RWO	RWO

D	7	7	7	7	7	7	0
E	7	7	7	7	7	0	0
	14	14	14	14	14	7	0

FREMANTLE OPERATIONS AND 7 DAY CLERICAL ROSTER

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Week 1	E	E	E	Off/Avail	Off/Avail	I	I
Week 2	I	D	D	D	D	OFF	OFF
Week 3	I	I	Off/Avail	Off/Avail	I	I	E/D
Week 4	E/D	E/D	E/D	E/D	E/D	OFF	OFF
Week 5	OFF	Off/Avail	I	I	I	D/E	D/E
Week 6	D	D/E	D/E	D/E	OFF	OFF	E/D
Week 7	E/D	E/D	E/D	E/D	E/D	Off/Avail	Off/Avail
Week 8	RWO	RWO	RWO	RWO	RWO	RWO	RWO
Week 9	E	E	E	Off/Avail	Off/Avail	I	I
Week 10	I	D	D	D	D	OFF	OFF
Week 11	I	I	Off/Avail	Off/Avail	I	I	E/D
Week 12	E/D	E/D	E/D	E/D	E/D	OFF	OFF
Week 13	OFF	Off/Avail	I	I	I	D/E	D/E
Week 14	D	D/E	D/E	D/E	OFF	OFF	E/D
Week 15	E/D	E/D	E/D	E/D	E/D	Off/Avail	Off/Avail
Week 16	RWO	RWO	RWO	RWO	RWO	RWO	RWO

Day	2	2	2	2	2		
Day/Evening		2	2	2		2	2
Evening/Day	4	4	4	4	4		4
Evening	2	2	2				
Irregular	4	2	2	2	4	4	2
OFF	2				2	6	4
Off/Avail		2	2	4	2	2	2
RWO	2	2	2	2	2	2	2

EAST SWANSON DOCK OPERATIONS AND 7 DAY CLERICAL ROSTER

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Week 1	E	E	E	E	E	OFF	OFF
Week 2	D	D	D	OFF	D	I	I
Week 3	E/D	E/D	OFF	OFF	D/E	D/E	D/E
Week 4	D/E	D/E	D/E	D/E	D/E	OFF	OFF
Week 5	I	I	I	I	I	OFF	OFF
Week 6	OFF	OFF	OFF	OFF	D/E	D/E	OFF
Week 7	I	I	I	I	I	I	I
Week 8	OFF	OFF	OFF	OFF	OFF	OFF	OFF
Week 9	E	E	E	OFF	OFF	OFF	OFF
Week 10	D	D	D	OFF	D	D	D
Week 11	OFF	OFF	D	D	D	D/E	D/E
Week 12	D/E	D/E	D/E	D/E	OFF	OFF	OFF
Week 13	I	I	I	I	I	I	I
Week 14	OFF	D/E	D/E	D/E	OFF	OFF	OFF
Week 15	I	I	I	I	I	I	I
Week 16	OFF	OFF	OFF	OFF	OFF	OFF	OFF
Day	2	2	3	1	3	1	1
Twilight	2	2	2	1	1	0	0
Twilight/Day	1	1	0	0	0	0	0
Day/Twilight	2	3	3	3	3	3	2
Irregular	4	4	4	4	4	4	4
Off	5	4	4	7	5	8	9
On Days	11	12	12	9	11	8	7
Black Off Days	2	2	2	2	2	2	2

EAST SWANSON DOCK 6 DAY CLERICAL ROSTER

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Week 1	OFF	E/D	E/D	E/D	E/D	E/D	OFF
Week 2	E/D	E/D	E/D	E/D	E/D	OFF	OFF
Week 3	E/D	E/D	E/D	E/D	E/D	OFF	OFF
Week 4	E/D	E/D	E/D	E/D	E/D	OFF	OFF
Week 5	E/D	E/D	E/D	E/D	E/D	E/D	OFF
Week 6	OFF	E/D	E/D	E/D	E/D	OFF	OFF
Week 7	E/D	E/D	E/D	E/D	E/D	OFF	OFF
Week 8	OFF	OFF	OFF	OFF	OFF	OFF	OFF
Week 9	E/D	E/D	E/D	E/D	E/D	OFF	I
Week 10	I	I	I	I	I	I	OFF
Week 11	E/D	E/D	E/D	E/D	E/D	OFF	OFF
Week 12	OFF	OFF	I	I	I	OFF	OFF
Week 13	E/D	E/D	E/D	E/D	E/D	OFF	OFF
Week 14	E/D	E/D	E/D	E/D	E/D	OFF	OFF
Week 15	E/D	E/D	E/D	E/D	E/D	OFF	OFF
Week 16	OFF	OFF	OFF	OFF	OFF	OFF	OFF
Day	0	0	0	0	0	0	0
Twilight	0	0	0	0	0	0	0
Tw/Day	10	12	12	12	12	2	0
Day/Twi	0	0	0	0	0	0	0
Irregular	1	1	2	2	2	1	1
Off	5	3	2	2	2	13	15
On Days	11	13	14	14	14	3	1
Black Off Days	3	1	0	0	0	7	3

PORT BOTANY OPERATIONS AND 7 DAY CLERICAL ROSTER

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Week 1	D	D	D	OFF	D	D	OFF
Week 2	OFF	I	I	I	I	I	OFF
Week 3	E	E	E	E	E	OFF	D
Week 4	D	D	D	D	D	OFF	OFF
Week 5	OFF	OFF	I	I	OFF	E	E
Week 6	OFF	OFF	OFF	OFF	OFF	OFF	OFF
Week 7	E	E	E	OFF	OFF	I	I
Week 8	I	I	OFF	E	E	OFF	OFF
Week 9	D	D	D	D	D	D	OFF
Week 10	I	I	I	I	I	OFF	OFF
Week 11	E	E	E	E	E	OFF	D
Week 12	D	D	D	D	D	OFF	OFF
Week 13	OFF	OFF	I	I	I	E	E
Week 14	OFF	OFF	OFF	OFF	OFF	OFF	OFF
Week 15	E	E	E	OFF	OFF	I	I
Week 16	I	I	OFF	E	E	OFF	OFF
Day	4	4	4	3	4	2	2
Twilight	4	4	4	4	4	2	2
Twilight/Day	0	0	0	0	0	0	0
Day/Twilight	0	0	0	0	0	0	0
Irregular	3	4	4	4	3	3	2
Off	5	4	4	5	5	9	10
On Days	11	12	12	11	11	7	6
Black Off Days	2	2	2	2	2	2	2

PORT BOTANY 6 DAY CLERICAL ROSTER

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Week 1	D	D	D	D	D	OFF	OFF
Week 2	E	E	E	E	E	OFF	OFF
Week 3	E/D	E/D	E/D	E/D	E/D	E/D	OFF
Week 4	I	I	I	I	I	I	OFF
Week 5	D	D	D	D	D	OFF	OFF
Week 6	E/D	E/D	E/D	E/D	E/D	OFF	OFF
Week 7	E/D	E/D	E/D	E/D	E/D	OFF	OFF
Week 8	OFF	OFF	OFF	OFF	OFF	OFF	OFF
Week 9	E/D	E/D	E/D	E/D	E/D	OFF	OFF
Week 10	D	D	D	D	D	OFF	OFF
Week 11	E/D	E/D	OFF	E/D	E/D	OFF	OFF
Week 12	OFF	E/D	E/D	E/D	E/D	OFF	OFF
Week 13	OFF	D	D	D	D	OFF	OFF
Week 14	I	I	I	I	I	I	OFF
Week 15	D	D	D	D	D	OFF	OFF
Week 16	OFF	OFF	OFF	OFF	OFF	OFF	OFF
Day	4	5	5	5	5	0	0
Twilight	1	1	1	1	1	0	0
Twilight/Day	5	6	5	6	6	1	0
Day/Twilight	0	0	0	0	0	0	0
Irregular	2	2	2	2	2	2	0
Off	4	2	3	2	2	13	16
On Days	12	14	13	14	14	3	0
Black Off Days	2	0	1	0	0	8	3

SCHEDULE 8 – SALARY CALCULATIONS / LEVELS

ANNUALISED WAGE STRUCTURE

Category	Prior to Implementation	From fppcoa Implementation	Fppcoa 11 October 2008	Fppcoa 11 October 2009
	\$ per annum	\$ per annum	\$ per annum	
General Hand	\$58,710	\$61,646	\$64,728	\$67,964
Clerical GD. (terminals)	\$60,825	\$63,866	\$67,060	\$70,413
Heavy Fork	\$70,700	\$74,235	\$77,947	\$81,844
Clerical (terminals C6)	\$71,410	\$74,981	\$78,730	\$82,666
Allocator	\$74,230	\$77,942	\$81,839	\$85,931
Straddle	\$74,580	\$78,309	\$82,224	\$86,336
Team Leader (non shift)	\$77,760	\$81,648	\$85,730	\$90,017
Clerical (terminals C7)	\$78,110	\$82,016	\$86,116	\$90,422
Reefer	\$79,170	\$83,129	\$87,285	\$91,649
Crane Operator	\$80,580	\$84,609	\$88,839	\$93,281
Team Leader (Shift)	\$84,815	\$89,056	\$93,509	\$98,184
Senior Clerical	\$84,815	\$89,056	\$93,509	\$98,184

SCHEDULE 9 – OVERTIME RATES

FULL TIME EMPLOYEES

		Night Shift (2300-0700)	Day Shift (0700-1500)	Evening Shift (1500-2300)	Meal Money
Full Time Employees working at Salary Grade or below	Monday to Friday				
	Roster (first 8 hrs)	Salary	Salary	Salary	Nil
	Extension (hrs over 8)	> 8 hrs @ OT3.0 (salary grade)	> 8 hrs @ OT2.0 (salary grade)	> 8 hrs @ 2.5 (salary grade)	Yes, if more than 1 hr
	Saturday				
	Roster (first 8 hrs)	Salary	Salary	Salary	Nil
	Extension (hrs over 8)	> 8 hrs @ OT3.0 (salary grade)	> 8 hrs @ OT3.0 (salary grade)	> 8 hrs @ 3.0 (salary grade)	Yes, if more than 1 hr
	Sunday				
	Roster (first 8 hrs)	Salary	Salary	Salary	Nil
Extension (hrs over 8)	> 8 hrs @ OT3.5 (salary grade)	> 8 hrs @ OT3.5 (salary grade)	> 8 hrs @ 3.5 (salary grade)	Yes, if more than 1 hr	
Full Time Employees working at higher than Salary Grade	Monday to Friday				
	Roster (first 8 hrs)	Salary + Higher Duties	Salary + Higher Duties	Salary + Higher Duties	Nil
	Extension (hrs over 8)	> 8 hrs @ OT3.0 (grade wkd)	> 8 hrs @ OT2.0 (grade wkd)	> 8 hrs @ 2.5 (grade wkd)	Yes, if more than 1 hr
	Saturday				
	Roster (first 8 hrs)	Salary + Higher Duties	Salary + Higher Duties	Salary + Higher Duties	Nil
	Extension (hrs over 8)	> 8 hrs @ OT3.0 (grade wkd)	> 8 hrs @ OT3.0 (grade wkd)	> 8 hrs @ 3.0 (grade wkd)	Yes, if more than 1 hr
	Sunday				
	Roster (first 8 hrs)	Salary + Higher Duties	Salary + Higher Duties	Salary + Higher Duties	Nil
Extension (hrs over 8)	> 8 hrs @ OT3.5 (grade wkd)	> 8 hrs @ OT3.5 (grade wkd)	> 8 hrs @ 3.5 (grade wkd)	Yes, if more than 1 hr	
Full Time Employees working Pure Overtime	Monday to Friday				
	8 hour overtime shift	8 hrs @ OT2.0 (grade wkd)	8 hrs @ OT2.0 (grade wkd)	8 hrs @ OT2.0 (grade wkd)	Yes, if more than 5 hrs
	Extension (hrs over 8)	> 8 hrs @ OT2.0 (grade wkd)	> 8 hrs @ OT2.0 (grade wkd)	> 8 hrs @ OT2.0 (grade wkd)	Yes, if more than 1 hr
	Saturday				
	8 hour overtime shift	8 hrs @ OT2.0 (grade wkd)	8 hrs @ OT2.0 (grade wkd)	8 hrs @ OT2.0 (grade wkd)	Yes, if more than 5 hrs
	Extension (hrs over 8)	> 8 hrs @ OT2.0 (grade wkd)	> 8 hrs @ OT2.0 (grade wkd)	> 8 hrs @ OT2.0 (grade wkd)	Yes, if more than 1 hr
	Sunday				
	8 hour overtime shift	8 hrs @ OT2.5 (grade wkd)	8 hrs @ OT2.5 (grade wkd)	8 hrs @ OT2.5 (grade wkd)	Yes, if more than 5 hrs
Extension (hrs over 8)	> 8 hrs @ OT2.5 (grade wkd)	> 8 hrs @ OT2.5 (grade wkd)	> 8 hrs @ OT2.5 (grade wkd)	Yes, if more than 1 hr	

PERMANENT GUARANTEE EMPLOYEES

		Night Shift (2300-0700)	Day Shift (0700-1500)	Evening Shift (1500-2300)	Meal Money
PGEs working in Stevedoring Duties – minimum of 7 hrs	Monday to Friday				
	First 8 hrs	Hrs @ Reg Std + Shift Night 100 (grade wkd)	Hrs @ Reg Std (grade wkd)	Hrs @ Reg Std + Shift Eve 50 (grade wkd)	Nil
	Extension (hrs over 8)	> 8 hrs @ OT3.0 (grade wkd)	> 8 hrs @ OT2.0 (grade wkd)	> 8 hrs @ OT2.5 (grade wkd)	Yes, if more than 1 hr
	Saturday				
	First 8 hrs	Hrs @ OT2.0 (grade wkd)	Hrs @ OT2.0 (grade wkd)	Hrs @ OT2.0 (grade wkd)	Yes, if more than 5 hrs
	Extension (hrs over 8)	> 8 hrs @ OT2.0 (grade wkd)	> 8 hrs @ OT2.0 (grade wkd)	> 8 hrs @ OT2.0 (grade wkd)	Yes, if more than 1 hr
	Sunday				
First 8 hrs	Hrs @ OT2.5 (grade wkd)	Hrs @ OT2.5 (grade wkd)	Hrs @ OT2.5 (grade wkd)	Yes, if more than 5 hrs	
Extension (hrs over 8)	> 8 hrs @ OT2.5 (grade wkd)	> 8 hrs @ OT2.5 (grade wkd)	> 8 hrs @ OT2.5 (grade wkd)	Yes, if more than 1 hr	
PGEs working in Non-Stevedoring Duties – minimum of 4 hrs	Monday to Friday				
	First 8 hrs or less	Hrs @ Reg Std + Shift Night 100 (grade wkd)	Hrs @ Reg Std (grade wkd)	Hrs @ Reg Std + Shift Eve 50 (grade wkd)	Nil
	Extension (hrs over 8)	Hrs @ Reg Std + Shift Night 100 (grade worked)	Hrs @ Reg Std (grade wkd) + Shift Eve 50 (grade wkd)	Hrs @ Reg Std + Shift Night 100 (grade worked)	Yes, if more than 1 hr
	Saturday				
	First 8 hrs or less	Hrs @ OT2.0 (grade wkd)	Hrs @ OT2.0 (grade wkd)	Hrs @ OT2.0 (grade wkd)	Nil
	Extension (hrs over 8)	Hrs @ OT2.0 (grade wkd)	Hrs @ OT2.0 (grade wkd)	Hrs @ OT2.5 (grade wkd)	Yes, if more than 1 hr
	Sunday				
First 8 hrs or less	Hrs @ OT2.5 (grade wkd)	Hrs @ OT2.5 (grade wkd)	Hrs @ OT2.5 (grade wkd)	Nil	
Extension (hrs over 8)	Hrs @ OT2.5 (grade wkd)	Hrs @ OT2.5 (grade wkd)	Hrs @ OT2.5 (grade wkd)	Yes, if more than 1 hr	

SCHEDULE 10 - GRADUATED RETIREMENT

Annual Target Hours and Safety Net Guarantee

1. The following arrangements apply where a full time employee applies to voluntarily resign and be re-engaged as a Graduated Retiree (GR) and is accepted by the Company for employment as such.
2. Redundancy and notice of termination payments shall not apply and employment shall be casual in nature attracting a loading of 20% in lieu of annual leave, long service leave, public holidays not worked and sick leave as currently applies to supplementary employees covered by this Agreement.
3. Where a GR under this clause elects to continue membership of SERF, SERF Superannuation contributions shall be made into the accumulation plus fund of SERF as applies to PGE's covered by this Agreement. Salary sacrifice arrangements shall also be available. Otherwise superannuation contributions will be made into a complying fund chosen by the GR, in accordance with the requirements of applicable superannuation legislation.
4. Wage rates and gradings shall be same as those contained in sub-clause 18.5 of this Agreement. Allowances shall be paid in accordance with applicable allowances for supplementary employees under this Agreement.
5. The GR and the Company shall jointly define what range of duties shall apply from the local site/s task list together with corresponding Annual Target Hours ("ATH") suitable to the GR's expectations and the operational needs of the Company. This shall also include an appraisal as to whether the GR will work in both areas of terminals and bulk/general stevedoring.
6. The Company may decline the application if it is apparent and demonstrable that such an arrangement would prove impractical, unproductive or uneconomical.
7. Once approved, the Company shall issue the GR with a letter of appointment incorporating a start date, the individual GR's scope of duties, the agreed ATH and the length of the contract (which may vary between different GR's but not exceed 3 years).
8. The GR shall then resign from their full time position with the Company on an agreed date and shall be paid out all leave and any other entitlements as appropriate, excluding any notice of termination or redundancy payment.
9. By the agreed start date above, the Company shall also review the overall size and composition of the workforce to see if any full time

replacement or other change to the size and composition of the workforce is necessary. The Company shall advise and consult the Union/employees over any intended change or provide the Union/employees with full disclosure of the reasons for non-replacement of the existing full time position as provided in sub-clause 9.5 of this Agreement.

10. If, during the term of the contract, the GR is unable to perform the scope of duties referred to above, the parties shall review the GR's contract to see if it can be altered and continued. Should it not be possible to amend the contract to another arrangement, and as a last resort, the contract shall be terminated without any penalty payout.
11. Where a GR does not make himself / herself sufficiently available to work the ATH's and does not work those hours without reasonable explanation, the Company may terminate the contract without any penalty payout.
12. A GR may give one month's notice and voluntarily terminate his/her contract.
13. A GR shall not be allocated further work in any year once his/her ATH's has been reached. A GR may apply to his/her local manager with reasonable notice at any time to be held out of allocation for an agreed period, providing it does not interfere with his/her obligation to fulfil his/her ATH.
14. Should the ATH in any year not be worked through a lack of work opportunity despite the GR being available and the contract is not terminated in the circumstances below, the remaining un-worked ATH's in that year shall be paid to the GR at the Grade 2 rate of pay plus 20%. Each year shall stand alone in this calculation.
15. GR's shall be allocated to work hours as applies to other PGE's and supplementary employees in accordance with this Agreement.
16. Where applicable, GR's will be allocated after irregular/off PGE's have been allocated and prior to the other remaining pickup sequence.
17. GR's shall be paid hours worked for stevedoring and other functions at the shift and overtime rates applicable to PGE and supplementary employees covered by this Agreement.
18. A safety net guarantee of fortnightly earnings shall apply in accordance with clause 21 of this Schedule. Where all earnings, including bonus payments, in any fortnight are less than the safety net guarantee level, the Company shall make up the earnings to that safety net guarantee level and shall recover that make up in subsequent fortnightly payments where those fortnightly earnings exceed the safety net guarantee. A similar cap on the levels of recovery shall apply to that applicable to PGE's under sub-clause 17.9 of this Agreement.

19. Where the contract fails to complete its term through no fault of the GR, e.g. loss of business or downturn etc, the contract may be terminated in which case the Company shall pay to the GR \$5000 for every incomplete year and/or pro-rata of that amount for any part year in lieu of any earnings for un-worked hours of the contract.
20. All terms contained within this Agreement relating and applying to Supplementary Employees shall apply to GR's, save for any express inconsistency between this Schedule and those provisions in this Agreement. Where such inconsistencies exist, the terms in this Schedule shall prevail.
21. Annual Target Hours and Safety Net Guarantee.

Roster Options	annual target	Guarantee per fortnight
M-S all shifts	960	\$1,072.87
	768	\$858.29
	576	\$643.72
M-F all shifts	768	\$858.29
	576	\$643.72
M-S D/E	768	\$858.29
	576	\$643.72
M-F D/E	576	\$643.72

Notes:

1. Annual hours target = fortnight average x 24
2. Guarantee payable if fortnightly earnings less than guarantee level (subject to availability, for 24 fortnights pa)
3. Guarantee recoverable if earnings over following weeks in excess of guarantee (subject to availability)
4. Guarantee = fortnight target hours x G2 x 1.2
5. The rates of pay in the table are based on the G2 rate of pay in sub-clause 17.9 on implementation of this Agreement and will increase in accordance with the rates in that sub-clause

SCHEDULE 11 – RIGHT OF ENTRY/DELEGATES’ CHARTER

1. An official who holds a permit in force under the Act is required to give 24 hours’ notice (by telephone) to the nominated management representatives in each port for each separate visit on any day, including visits after hours but excluding visits during and confined to the period of employees meal breaks.
2. In the event the official is unable to contact the relevant management representative, contact needs to be made with the on duty site management representative for assistance in contacting nominated management representatives.
3. A permit holder may enter a facility for the purposes of holding discussions with employees who wish to participate in those discussions but only during the employee’s meal break.
4. A permit holder who seeks entry to a site outside the employees’ meal breaks will report to the senior management representative on site and discuss the nature of the suspected breach of the Act, Award or Workplace Agreement so that appropriate access can be provided. If Agreement cannot be reached on the access to be permitted, the matter will be referred to step 3 of the Dispute Resolution Procedure.
5. Detailed arrangements need to be made with and agreed by management in the case of any need to access operating areas for inspection to ensure safe access, escorts, etc.
6. The Company shall determine the onsite location of any necessary meeting and shall directly organise any necessary privacy for employee participation.
7. Entry other than in accordance with this clause will be considered by the Company to be a breach of the Act.
8. This arrangement is available to permit holders of the Union and is to be approached in all cases by them in a manner that does not hinder or obstruct any employer or employee. In the implementation of this provision the parties will act in a manner that a reasonable person would consider appropriate.
9. Delegates’ Charter – Patrick agrees to recognise the following Workplace Delegates’ Rights:
 - The right to be treated fairly and to perform their role as union delegate without discrimination in their employment;
 - The right to formal recognition by the employer that endorsed union delegates speak on behalf of union members in the workplace;

- The right to bargain collectively on behalf of those they represent;
- The right to consultation and access to reasonable information about the workplace and the business;
- The right to paid time on the job to represent the interests of members to the employer; and
- The right to place union information on the notice boards in a prominent location in the workplace.

SCHEDULE 12 – FULL TIME UNION OFFICIALS

1. The Company will continue to observe the past Agreement that, with the election of some of its employees to the positions of full-time Union officials, each employee shall be considered as being an employee of the union until such time as the employee notifies the Company that he / she wishes to return to employment with the Company providing he / she is fit and healthy to meet the requirements of the job. The matter of the replacement or otherwise of that employee upon his / her election shall be at the discretion of the Company and the employee if he / she elects to do so, shall return to employment at a classification rate not higher than that which he/she held prior to proceeding on leave without pay.
2. The Company shall pay over to the Union the prevailing value of entitlements as at the time such as; accrued days, annual, sick and long service leave (including pro-rate amounts). Other payments may be made direct to the employee for roster credits / accruals.
3. Similar arrangements shall apply to any other employee elected to a full time Union position during the life of this certified Agreement. Despite anything else in this clause, the employee taking up the Union official position will not be an employee of the Company for the duration of that position.
4. The Unions agree to pay to the Company the pro-rata proportion of any entitlement to long service, annual and sick leave a "returning" employee accrues during his / her period as a Union official.
5. At the commencement of this Agreement, those union officials covered by this arrangement are Messrs. Purcell, Tannock, Newlyn (Rick), Munday, Giddins, Cushion, Bracken and Patchett. The return of any of these officials to employment with the Company under this arrangement shall be discussed between the parties to determine whether employment is with Patrick Terminals or Patrick Bulk and General.
6. If agreed to be medically unfit, Patrick will not take them and they will remain the responsibility of the Union. If this occurs, Patrick's obligation will still be deemed to have been met in regard to that individual.

SCHEDULE 13 – DEFINITIONS

In this Agreement:

“Act” means the Workplace Relations Act 1996

“Award” means the Stevedoring Industry Award 1999

“Branch” means a Branch of the Maritime Union of Australia

“Commission” means the Australian Industrial Relations Commission

“Company” means Patrick Stevedores Holdings Pty Limited

“Employee Representative” means any employee of the Company chosen at any time by another employee of the Company to accompany and/or represent the latter employee in dealings with the Company

“Employee” means an employee of the Company

“Fppcoa” means first pay period commencing on or after

“Permanent Guarantee Employee” or “PGE” means an employee, as defined in sub-clause 9.3 of the Award, engaged by the Company in accordance with this Agreement and the Award

“Supplementary Employee” means a non – permanent employee engaged by the Company on a casual basis in accordance with this Agreement and the Award

“Union” means the Maritime Union of Australia