DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Southern Ports Authority T/A Southern Ports
(AG2024/5158)

SOUTHERN PORTS ADMINISTRATION AND SPECIALIST SERVICES AGREEMENT

Port authorities

COMMISSIONER LIM PERTH, 31 JANUARY 2025

Application for approval of the Southern Ports Administration and Specialist Services Agreement

[1] Southern Ports Authority T/A Southern Ports (the **Applicant**) has made an application for the approval of an enterprise agreement known as the *Southern Ports Administration and Specialist Services Agreement* (the **Agreement**). The application was made under s 185 of the *Fair Work Act 2009* (Cth) (the **Act**). The Agreement is a single enterprise agreement.

[2] The *Fair Work Legislation Amendment (Secure Jobs, Better Pay) Act 2022* (Cth) (the **Amending Act**) made several changes to enterprise agreement approval processes in Part 2-4 of the Act, which commenced operation on 6 June 2023.

[3] Under transitional arrangements, amendments made by Part 14 of Schedule 1 to the Amending Act in relation to genuine agreement requirements for agreement approval applications apply where the notification time for the agreement was on or after 6 June 2023. The genuine agreement provisions in Part 2-4 of the Act, as it was before 6 June 2023, continue to apply in relation to agreement approval applications where the notification time for the agreement was before 6 June 2023. The notification time for the Agreement was 19 May 2023.

[4] On the basis of the material contained in the application and accompanying declarations, I am satisfied that each of the requirements of ss 186, 187 and 188 of the Act as are relevant to this application for approval have been met.

[5] I note that the following clauses in the Agreement appear to be inconsistent with the National Employment Standards (the **NES**):

a) **Clause 38.6** appears to provide that in the case of termination, if employees do not give the required notice, the Employer may withhold from any monies due an amount equivalent to the notice not provided. This clause does not appear to limit the source of

monies which may be deducted. The effect of this is that this clause appears to permit the employer to withhold monies owing to the employee under the NES.

b) **Clause 8.6** of the agreement provides that, "Where an Employee fails to notify the Employer after being absent for more than 72 hours, the Employer may consider that they have abandoned their employment. The Employer will make reasonable attempts to contact such an Employee, however where contact can't be made or contact is made however no satisfactory explanation is provided for the absence and failure to notify, the Employer may take disciplinary action up to and including termination of employment." – it does not appear to be clear when notice of termination would take effect.

[6] However, I am satisfied that under clause 4.2 of the Agreement, the more beneficial entitlements of the NES will prevail where there is an inconsistency between the Agreement and the NES.

[7] The model flexibility term prescribed by the *Fair Work Regulations 2009* (Cth) is attached to the Agreement and taken to be a term of it.

[8] The Construction, Forestry and Maritime Employees Union – Maritime Union of Australia Division (**CFMEU**) and The Australian Maritime Officers' Union (**AMOU**) (together, the **organisations**), being bargaining representatives for the Agreement, have given notice under s 183 of the Act that they want the Agreement to cover them. In accordance with s 201(2), and based on the declarations provided by the organisations, I note that the organisations are covered by the Agreement.

[9] The Agreement was approved on **31 January 2025** and, in accordance with s 54, will operate from 7 February 2025. The nominal expiry date of the Agreement is 31 January 2028.

COMMISSIONER

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SOUTHERN PORTS

ALBANY BUNBURY ESPERANCE

Southern Ports Administration and Specialist Services Agreement

Note - the model flexibility term is taken to be a term of this agreement and can be found at the end of the agreement.

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PART 1 – AGREEMENT OPERATION

1. TITLE

1.1 This agreement shall be known as the Southern Ports Administration and Specialist Services Agreement.

2. COVERAGE

2.1 This Agreement covers:

a) Southern Ports Authority (ABN 30 044 341 250) (679 Murray Street, West Perth 6005, Western Australia) (**Employer**);

b) Employees of the Employer who are administration and specialist staff not currently covered by another enterprise agreement, who are not an Executive, a Regional Manager, a Group/Functional Manager who reports directly to an Executive, a Port Manager, or a member of the Legal team;

c) Australian Maritime Officers Union, subject to the AMOU applying to be covered by the Agreement pursuant to s183 of the *Fair Work Act 2009* (Cth) (FW Act).

3. LENGTH OF AGREEMENT

3.1 This Agreement shall commence operation 7 days after the day the Agreement is approved by the Fair Work Commission.

3.2 The nominal expiry date of this Agreement shall be 3 years from the date the Agreement is approved by the Fair Work Commission. However, this Agreement shall continue to operate beyond the nominal expiry date until it is replaced or terminated.

3.3 No party to this Agreement shall engage in industrial action before the nominal expiry date.

4. NATIONAL EMPLOYMENT STANDARDS

4.1 This Agreement operates to the exclusion of any modern award or other industrial instrument. Any legislation, policy, procedure, or other document referred to in this Agreement is not incorporated into the Agreement and does not form part of it.

4.2 The Agreement will be read and interpreted in conjunction with the National Employment Standards (**NES**) under the *Fair Work Act 2009* (Cth) (**FW Act**) as varied. Where there is any inconsistency between this Agreement and the NES, and the NES provides greater benefit, the NES provision will apply to the extent of the inconsistency.

5. INDIVIDUAL FLEXIBILITY

5.1 Notwithstanding any other provisions of this Agreement, an Employee and Employer may agree to vary the effect of this agreement to meet the genuine individual needs of the Employee and the Employer.

5.2 The terms that an Employee and Employer may agree to vary the effect of are those concerning:

a) hours of work;

b) overtime rates;

c) penalty rates and shift loadings;

d) allowances; and

e) leave loading.

5.3 The Employee and the Employer may agree to flexible working arrangements that, for example, look like the following:

a) An Employee working Ordinary Hours outside of the Ordinary Hours of the workplace;

b) An Employee working their part time Ordinary Hours over a different spread of days;

c) An Employee receiving an hourly rate which incorporates allowances they are entitled to.

5.4 Any arrangement for individual flexibility under this clause must be genuinely agreed to by the Employee and the Employer. The arrangement must be in writing and signed by the Employer and the Employee (including the Employee's parent or guardian where they are under 18 years of age). A copy of the agreement must be given to the Employee within 14 days of it being agreed to.

5.5 The Employer must ensure that the terms of the individual flexibility arrangement:

a) are about permitted matters under section 172 of the Fair Work Act 2009; and

b) are not unlawful terms under section 194 of the Fair Work Act 2009; and

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

5.6 The individual flexibility arrangement may be terminated:

a) by the Employee or the Employer giving 28 days' notice of termination, in writing, to the other party; or

b) at any time, by written agreement between the Employee and the Employer.

6. DEFINITIONS

6.1 For the purposes of this Agreement, unless the contrary intention appears:

a) **Base Rate of Pay Salary** means the annual salary paid to the Employee for their ordinary hours of work and an amount for annual leave loading and reasonable additional hours in accordance with clause 19, but does not include any of the following:

(i) incentive-based payments and bonuses;

(ii) other loadings;

(iii) monetary allowances;

(iv) overtime or penalty rates;

(v) any other separately identifiable amounts.

b) **Base Rate of Pay Hourly** means the hourly rate of pay equivalent of the Base Rate of Pay Salary. The Base Rate of Pay Hourly is calculated by dividing the applicable Base Rate of Pay Salary by 1976 hours.

c) **Home Office** means a room or area in someone's home that they use to work at their job, that is established in accordance with the Southern Ports Home Office Self-Assessment Checklist (GOVE-16885532262-719) as amended from time to time.

d) **Household** means any other person who lives with the Employee as a member of their household.

e) **'Immediate Family'** means:

(i) the Employee's spouse, de facto partner, child, parent, grandparent, grandchild, or sibling; or

(ii) a child, parent, grandparent, grandchild, or sibling of the Employee's spouse or de facto partner.

f) **'Close Relative'** means:

(i) the Employee's spouse, de facto partner, child, parent, grandparent, grandchild, or sibling; or

(ii) a child, parent, grandparent, grandchild, or sibling of the Employee's spouse or de facto partner;

(iii) a person related to the Employee according to Aboriginal or Torres Strait Islander kinship rules.

g) **'Total Rate of Pay'** means the Base Rate of Pay Salary or the Base Rate of Pay Hourly, whichever is applicable, plus any allowance, loadings, and penalties payable to the Employee for the hours worked at that time. This does not include any additional overtime payment.

h) **'Trainee Rate of Pay'** means the rate of pay payable to trainees conducting registered traineeships with the Employer.

i) '**Shiftworker'** who for the purposes of the additional week of annual leave in the NES, is an Employee who is a shiftworker regularly rostered to work on Sundays and public holidays in a business in which shifts are continuously rostered 24 hours a day for 7 days a week.

PART 2 – EMPLOYMENT ARRANGEMENTS

7. TYPES OF EMPLOYMENT

Basis of Employment

7.1 Employees under this Agreement may be employed on a full-time, part-time or casual basis.

7.2 Full-time and part-time Employees may be engaged by the Employer on either a permanent basis, or under a temporary arrangement for a specific period of time, task/project or season, subject to any overriding limitations under the FW Act.

7.3 **Full-time** Employee means an Employee who works an average of 38 hours per week.

7.4 **Part-time** Employee means an Employee who is employed as such, who normally works less than an average of 38 hours per week. The terms of this Agreement will apply pro rata to part-time Employees on the basis of their ordinary hours compared to a full-time Employee's hours.

7.5 **Casual** Employee means an Employee who is engaged on a casual basis by the Employer in accordance with the definition of a casual Employee under the FW Act. In addition:

a) The minimum payment for a casual Employee on any engagement will be for 4 hours.

b) For each ordinary hour worked, a casual Employee must be paid the Base Rate of Pay Hourly Rate for the classification in which they are employed plus a casual loading of 25%.

c) When a casual Employee works overtime, they must be paid the applicable overtime rates in this Agreement.

d) In accordance with the NES, the Employee can provide a written request to the Human Resources Department for conversion to permanent employment from casual employment, where they have been employed by the Employer for a period of 6 months and believe they no longer meet the casual employee definition. The Employer will then accept this conversion or provide a written response not accepting the change in accordance with the NES.

7.6 **Fixed term** means an Employee who is engaged for a fixed period of time, whose contract of employment and employment will automatically terminate at the end of that fixed term. **Fixed task** means an Employee who is employed for the duration of a specified task, whose contract of employment will automatically terminate at the end of that specified task.

7.7 The Employer will provide preference to permanent full-time Employees where it is possible, practical and efficient to do so.

7.8 Where it is not possible, practical or efficient to engage permanent full-time Employees, the Employer will provide preference to part-time, fixed term, fixed task or casual Employees where it is possible practical and efficient to do so.

7.9 Where the Employer engages contractors or labour hire, they will pay them the same amounts to which they would be entitled were they an Employee of the Employer and covered by this Agreement. Examples of when it is reasonable to engage a contractor include, but are not limited to:

a) the contractor provides a specialised skill or service; or

b) the contractor is to be engaged for a short term or fixed term project.

7.10 The Employer will make reasonable endeavours to fill vacant positions internally, and then externally where no suitable candidates are available internally.

Commencement

7.11 Upon commencement, the Employer will:

a) give each new full-time and part-time Employee the Fair Work Information Statement before, or as soon as practicable after, the Employee starts employment; and

b) give each new casual Employee the Casual Employment Information Statement; and

c) give each fixed term Employee the Fixed Term Contract Information Statement.

Probation

7.12 All new Employees with the exception of casual Employees will be engaged on a probationary period of 6 months.

8. GENERAL DUTIES & RESPONSIBILITIES

Duties

8.1 An Employee's duties and responsibilities may be varied by the Employer, provided that they are within their range of skills, qualification, competence and training.

8.2 At all times in performing their duties and responsibilities, Employees are required to:

a) comply with any lawful direction given by the Employer;

b) use their best endeavours;

c) devote the whole of their time and attention while undertaking their duties, to their work;

d) not engage in any activities which seek to publicly harm the reputation, or criticise the actions, of the Employer; and

e) ensure the highest level of safe working practices are adhered to and maintained.

Stand Down

8.3 Where an Employee cannot be usefully employed due to:

a) industrial action;

b) breakdown of machinery or equipment, if the Employer cannot reasonably be held responsible for the breakdown; or

c) a stoppage of work for any cause over which the Employer cannot be reasonably held responsible,

the Employer is not required to make payments to the Employee for that period.

8.4 The stand down period does not break an Employee's continuous service with the Employer.

Notification of Absences

8.5 Prior to any absence from work, Employees are required to notify the Employer as soon as possible of their inability to attend work, the estimated duration of the absence and the reason for the absence. Whenever practicable this should occur before the commencement of the Employee's shift.

8.6 Where an Employee fails to notify the Employer after being absent for more than 72 hours, the Employer may consider that they have abandoned their employment. The Employer will make reasonable attempts to contact such an Employee, however where contact can't be made or contact is made however no satisfactory explanation is provided for the absence and failure to notify, the Employer may take disciplinary action up to and including termination of employment.

Fitness for Work

8.7 It is a requirement that Employees are not affected by alcohol or drugs during working hours.

8.8 Where an Employee is taking medication, or suffering from any condition, that may affect or limit their ability to carry out work, they are to advise their supervisor.

8.9 Employees may be required to undertake testing and follow the procedure in line with the Southern Ports Drug and Alcohol Management Procedure (D18/6054) as amended from time to time.

9. CLASSIFICATIONS

9.1 The Classifications are set out in Schedule A.

PART 3 – REMUNERATION AND ENTITLEMENTS

10. WAGES

10.1 Employees (other than apprentices and trainees) shall be paid no less than the Base Rate of Pay Salary or if applicable, the Base Rate of Pay Hourly, according to their classification, as set out in Schedule B.

10.2 The above establishes the Base Rates of Pay only. An Employee's current rate of pay won't be reduced as a result of the establishment of this agreement.

10.3 For the term of the Agreement on the 1st of January every year after commencement of the Agreement, the Base Rate of Pay Salary for each classification shall be increased and is set out in Schedule B.

11. PAYMENT OF WAGES

11.1 Wages shall be paid fortnightly in arrears by electronic fund transfer to a financial institution nominated by the Employee.

11.2 The Employer may deduct from an Employee's wages any amount it is authorised or required to deduct, including for overpayment of remuneration, provided it is in accordance with s.324 of the FW Act.

Traineeships

11.3 Where an Employee is undertaking a registered traineeship, they shall be paid no less than the Trainee Rate of Pay set out in Schedule D or the applicable National Training Wage, whichever is higher, under the relevant modern award that would otherwise apply to the Employee, but for the operation of this agreement.

11.4 The Employer will review remuneration annually to ensure that the rates above meet any minimum legal obligations including any increases to base rates in the relevant modern award(s) due to the Fair Work Commission's National Wage Decision.

12. ANNUAL PROGRESSION

12.1 Employees will progress to the next Pay Point within their classification on the 1st of January of each year of operation of this Agreement, if:

a) the Employee has completed a performance review in accordance with clause 12.2 and has been assessed as performing at a satisfactory level; and

b) the Employee has completed twelve 12 months of service since receiving the last progression in Pay Point or has not received a progression in pay point to date; and

c) the Employee has served a minimum of six (6) months continuous service as at 1 January of the applicable year.

12.2 Performance will be evaluated in accordance with relevant Southern Ports policies and procedures and subject to a process of moderation to ensure performance has been justly evaluated.

13. LEGACY ENTITLEMENTS

13.1 Employees who have existing entitlements in their written contract of employment, which are not included in this Agreement, or which provide a greater benefit than the entitlements under this Agreement, shall continue to have those entitlements apply.

13.2 Where an employee has a legacy entitlement under their written contract of employment that applies due to the operation of clause 13.1 and that legacy entitlement is of a greater benefit than the equivalent entitlement under this Agreement, then the Legacy Entitlement would be in substitution for and not in addition to the Agreement entitlement.

13.3 Employees who are in receipt of a Base Annualised Salary under their written contract of employment that is higher than the relevant Base Rate of Pay Salary set out in Schedule B for their classification will;

a) maintain the higher salary until the Employee's Base Annualised Salary in their written contract of employment becomes equal to or lower than the relevant Agreement Base Rate of Pay Salary set out in Schedule B, and

b) not be eligible for any annualised salary increases until the Employee's Base Annualised Salary becomes equal to or lower than the relevant Agreement Base Rate of Pay Salary set out in Schedule B.

13.4 If an Employee is in receipt of a higher Base Annualised Salary due to the operation of clause 13.3, the higher Base Annualised Salary will be used to calculate overtime rates, or penalty rates where applicable, as set out in clause 20.

14. SHIFTWORK PROVISIONS

14.1 Should an employee, covered by this agreement, be required to work shift work as defined within the Port Authorities Award 2020 on Monday, 2 December 2024, the provisions of the Award apply specifically to the terms and conditions of shift work, including but not limited to allowances, penalties, and rosters.

14.2 The shift work provisions outlined in the Award named in clause 14.1 will take precedence over any conflicting provisions in this Agreement where applicable, and these provisions shall govern the payment, hours of work, and other entitlements specifically related to shift work.

14.3 For the avoidance of doubt, all other provisions of the Port Authorities Award 2020 will remain unincorporated and will not apply to the employees covered by this Agreement unless explicitly referenced herein. This includes, but is not limited to, general wage rates, leave entitlements, and other terms unrelated to shift work.

15. ALLOWANCES AND DISTANT WORK

Higher duties

15.1 Employees engaged for more than two (2) hours during one day, on duties carrying a higher rate than their ordinary classification are to be paid the higher rate for such day. If engaged for two (2) hours or less during one day, the Employee is to be paid the higher rate for that time only. Engagement in higher duties must be at the direction of the Employer and with agreement from the individual Employee.

Travel

15.2 Travel costs are provided for in the Southern Ports Work Travel Procedure (D18/8700) as amended from time to time.

Regional Allowance

15.3 Employees whose primary place of work is Albany, Bunbury, or Esperance will be entitled to receive the applicable Regional Allowance, as set out in Schedule C, upon commencement of this Agreement. The Regional Allowance is calculated as a percentage of Pay Point 1 for the relevant classification and is calculated for each year of operation of this Agreement as set out in Schedule C. The Regional Allowance will be divided by the number of pay cycles in the applicable year and paid to Employees in accordance with clause 11.

Inclement Weather

15.4 Inclement weather is the existence of rain or abnormal climatic conditions (whether hail, extreme cold, high wind, severe dust, extreme high temperature or the like or a combination of these conditions) where it is either not reasonable or it is unsafe for Employees exposed to continue working for the duration of such conditions. If requested by Employees, the Employer must determine whether such conditions apply by conferring within a reasonable time (which does not exceed 60 minutes).

15.5 Employees may be transferred to another location or site which is not affected by inclement weather with the provision of transport provided by the Employer where necessary.

15.6 During any period where an Employee is unable to perform work at any location because of inclement weather, payment shall then be made at the relevant Base Rate of Pay Salary or Base Rate of Pay Hourly, whichever is applicable, for ordinary time lost through inclement weather whilst such conditions prevail.

Call Back Allowance

15.7 A “Call Back” occurs when an Employee is called back to work additional hours after leaving the Employer’s premises or completing their hours of work at home but does not include where an Employee is notified and works overtime in accordance with the overtime provisions of this Agreement.

15.8 Where the Employee has been called back, the Employee shall be paid for a minimum of four (4) hours.

15.9 Where the Employee has been called back, the Employee shall be paid at a rate of 150% of their Base Rate of Pay Hourly, subject to clause 15.10

15.10 If the Employee is called back on a Public Holiday, the Employee shall be paid at a rate of 250% of their Base Rate of Pay Hourly.

On Call Allowance

15.11 An On-Call Allowance is payable to Employees who receive written instruction (or other authorised direction) to remain contactable by telephone, email, or other means outside the Employees' hours of duty and be available in a fit state at all such times to provide information, advice and direction.

15.12 An On-Call Allowance will be paid at the rate of $10 per hour for each hour that the Employee is required to be available outside ordinary hours of work.

15.13 An On-Call Allowance is not paid whilst an Employee is on duty and does not include Employees making their telephone contact details available or generally receiving correspondence outside of their usual hours of work; and is payable only in the event that they have been requested to be available to be contacted or recalled to duty.

15.14 Employees receive an On-Call Allowance as acknowledgement of the Employee remaining contactable during that period, the Employee is therefore reasonably expected to monitor, read and / or respond to contact during this time.

15.15 The Employer will determine the requirement and number of Employees required being On-Call outside of hours of duty, based on operational requirements.

Study Assistance

15.16 Employees will be entitled to Study Assistance in accordance with the Southern Ports Study Assistance Procedure (A12806) as amended from time to time.

Travel Allowance – Esperance Employees

15.17 Esperance based Employees will be entitled to a Travel Allowance as set out in this clause, for each year this Agreement is in operation.

15.18 The Travel Allowance includes:

a) an amount of $850.00; and

b) two days additional paid leave.

15.19 The Travel Allowance is to be used for the purpose of:

a) the Employee or a member of their Immediate Family under their care is required to travel to Perth, Albany or Kalgoorlie for a specialist or diagnostic appointment/s, or treatment/s not available in Esperance.

15.20 The Travel Allowance can be utilised a maximum of four (4) times per calendar year. The Travel Allowance does not accrue and is available in full upon request in accordance with this clause, from 1 January of each year of this Agreement.

15.21 The Employer may request evidence of the requirement to travel, as set out in clause 15.19(a).

Other Allowances

15.22 The Employer's Health and Wellbeing Procedure provides the opportunity to promote and participate in fitness, health and wellbeing. An Employee may elect to utilise the subsidy towards the cost of private health insurance. All Employees can apply for subsidy under the programme details of which are provided in the procedure.

a) The Employer will reimburse the costs, up to a maximum reimbursement amount of $299 including GST per annum; and

b) Reimbursement will be made upon production of a receipt, through the Employer's expenses claim process.

16. REIMBURSEMENTS

Professional Membership Reimbursement

16.1 Employees who are required to hold Professional Memberships as a part of their job description will be entitled to a reimbursement allowance for the cost of the Professional Membership.

16.2 The Employer will reimburse Professional Membership of up to $2000 once per annum. Employees must gain CEO approval for reimbursement of Professional Membership over $2000.

16.3 Employees must provide reasonable evidence for the reimbursement of Professional Membership.

Home Office Establishment

16.4 Employees who establish a Home Office where they regularly work their ordinary hours of work away from the Employer's premises will be entitled to a Home Office Establishment Reimbursement. Employees must be granted ongoing approval to work from home in accordance with the Southern Ports Flexible Work Arrangements Procedure (D24/302) (as amended from time to time) to be eligible for the Reimbursement.

16.5 The Employer will reimburse the Employee for expenses incurred in the establishment of their Home Office for amounts up to $500. Each Employee will be entitled to access this reimbursement at one time only, on the establishment of the Home Office.

16.6 To be entitled to the Home Office Establishment Reimbursement, the Employee must provide reasonable evidence to the Employer of the costs incurred.

16.7 The Employer will determine what costs are associated with the establishment of the Home Office and the Employee will be reimbursed.

17. CLOTHING AND PROTECTIVE EQUIPMENT

Corporate Uniform and PPE

17.1 Employees will be entitled to Corporate Uniforms and any role required PPE in accordance with the Southern Ports Uniform Procedure (A11420) as amended from time to time.

18. SUPERANNUATION

18.1 Superannuation shall be paid in accordance with the Superannuation Guarantee (Administration) Act 1992 (Cth) and any regulations made pursuant to it.

PART 4 – HOURS OF WORK, PENALTY RATES & OVERTIME

19. ORDINARY HOURS OF WORK

19.1 Ordinary hours of work for a full-time Employee shall be an average of 38 hours per week plus reasonable additional hours subject to clause 19.3 (**Ordinary Hours**). Ordinary hours may be worked between 6:00am and 6:00pm on Monday through Friday inclusive (**Spread of Hours**).

19.2 The number of ordinary hours of work for part-time and casual Employees will be in accordance with their contract of employment, subject to clause 19.

19.3 For the purposes of clause 19.1, "reasonable additional hours" means that an Employee may work up to an additional 2 hours per week as agreed between the Employer and the Employee and these additional hours are included in the applicable Base Rate of Pay Salary.

19.4 The rostering arrangements and actual working hours of Employees will be determined by the Employer in accordance with operational requirements and this Agreement.

19.5 In the case of permanent Employees, where the Employer wishes to alter the working hours, it may do so by agreement with the majority of Employees affected by the change or where no agreement is reached, by providing one week's notice of the proposed change.

Meal Breaks

19.6 Employees are entitled to a 30 minute unpaid meal break after not more than 5 hours work, except where otherwise agreed between the Employee and the Employer to meet operational requirements. An Employee required to continue working during a break will be paid overtime at 100% of the Base Rate of Pay until the break is taken.

19.7 Employees are entitled to a 15 minute paid tea break after the first two (2) hours of work and to be taken at a time that is agreed between the Employer and Employee and in accordance with operational requirements.

19.8 Meal breaks and tea breaks shall be scheduled to meet operational requirements.

20. PENALTY RATES & OVERTIME

Penalty Rates

20.1 An Employee will be paid the following penalty rates for all ordinary hours worked by the Employee during the following periods, with reference to the applicable Base Rate of Pay Hourly:

Timing	Penalty Rate
Saturday before 12 noon	150%
Saturday after 12 noon	200%
Sunday and Public Holidays	250%

20.2 Penalty rates will not apply to ordinary hours worked as set out in clause 20.1, if:

a) the Employee and the Employer have agreed, for the Employees benefit, to alter the Employees span of hours, hours of work and/or days of work in accordance with clause 5 of this Agreement.

Overtime

20.3 Overtime is any time worked outside the span of the Employee's ordinary hours or any time worked in excess of an average of 40 hours per week for a full-time Employee and is paid as follows with reference to the applicable Base Rate of Pay Hourly:

Timing	Overtime Rate
Monday to Friday – first 3 hours	150%
Monday to Friday – after 3 hours	200%
Saturday before 12 noon	150%
Saturday after 12 noon	200%
Sunday and Public Holidays	250%

20.4 The Employer may require an Employee to work a reasonable amount of overtime. Clause 20.3 will only apply where the requirement to work Overtime is directed by the Employer.

20.5 In calculating overtime each day shall stand alone.

20.6 Overtime rates as set out in clause 20.3, will not apply to hours worked if:

a) the Employee and the Employer have agreed, for the Employees benefit, to alter the Employees span of hours, hours of work and/or days of work in accordance with clause 5 of this Agreement.

Time off instead of payment for overtime (TOIL)

20.7 An Employee may agree with the Employer in writing to take time off instead of being paid for a particular amount of overtime that has been worked by the Employee equivalent to the number of overtime hours worked. This must be by separate agreement each time, which provides sufficient detail and record of the overtime worked and when the time off may be taken. The Employer will keep records of the overtime that is completed. If the time off is not taken within 3 months of the overtime being worked, or by the last day of employment, the Employer must pay the outstanding amount within the next pay period.

Maximum duration of overtime

20.8 An Employee will not be required to work for an overall period of 14 hours

but may do so by agreement with the Employer in accordance with the Southern Ports Fatigue Management Procedure (D18/15665) as amended from time to time.

Rest period after overtime

20.9 An Employee who has worked overtime must not be required to report for duty for at least 10 hours after the Employee ceased work on overtime.

21. SITE TERMS AND CONDITIONS

21.1 Where an Employee is assigned to a site to which site terms and conditions operate, the Employee and the Employer may agree that the Employee be paid in accordance with the terms and conditions of that site.

21.2 Where this applies, the Employer will ensure that the Employee is not disadvantaged on an overall monetary basis compared to what they would have received under this Agreement.

PART 5 – LEAVE ENTITLEMENTS

22. ANNUAL LEAVE

22.1 Full time and part time Employees are entitled to annual leave in accordance with the National Employment Standards (NES).

22.2 In summary the NES provides for:

a) For each year of completed service with the Employer, Employees are entitled to:

i) 4 weeks of paid annual leave; or

ii) 5 weeks of paid annual leave for a shiftworker.

b) Annual leave accrues according to ordinary hours worked but does not accrue during any period of unauthorised absence, unpaid leave or unpaid authorised absence (other than community service leave or period of stand down).

c) Any untaken leave in one year cumulates to the next year. Untaken annual leave is paid out on termination at the amount that the Employee would have received had they taken the leave.

d) Where an Employee is entitled to a public holiday, or other period of leave under the NES (other than unpaid parental leave), which falls during a period of annual leave that day (or part day) shall not be counted in the period of annual leave.

22.3 Annual leave is paid at the Employee's Total Rate of Pay for ordinary hours of work in that period. Annual leave will be paid at the time payment is made in the normal course of the employment, unless the Employee requests to be paid before leave commences.

22.4 Employees are not entitled to annual leave loading, which has been incorporated into the Base Rate of Pay Salary.

22.5 Annual leave may be taken by agreement between the Employee and the Employer, provided that the Employer will not unreasonably refuse a request to take accrued annual leave. When requesting to take annual leave, Employees must give reasonable notice to the Employer of their intention to take annual leave.

22.6 The Employer may also require an Employee to take accrued annual leave:

a) with at least 4 months' notice:

(i) where the Employee has accrued more than 8 weeks' paid annual leave, or where the Employee is a Shiftworker for the purposes of the NES has accrued more than 10 weeks' paid annual leave;

(ii) agreement on how to reduce or eliminate the excessive leave accrual cannot be reached through genuine conferral; and

(iii) the requirement would not result in the Employee's remaining accrued entitled to paid annual leave being less than 6 weeks.

b) with at least 4 weeks' notice:

(i) where the Employer intends to shut down all or any part of the business for a particular period;

(ii) providing that the requirement to take leave is notified in writing and is reasonable

in the circumstances.

22.7 In respect of any part of a temporary shutdown period which is not the subject of a direction under the above clause (e.g. because the Employee has not accrued enough paid annual leave to cover the whole period), the Employer and an Employee may agree, in writing, for the Employee to take leave without pay during that part of the temporary shutdown period.

22.8 By written agreement with the Employer, an Employee may elect to cash out part of their accrued annual leave entitlement in accordance with the NES (which provides that the Employee must maintain a minimum of 4 weeks accrued leave). The Employer and an Employee can agree to more than 2 weeks of annual leave being cashed out.

22.9 Written agreements to cash out accrued annual leave must not result in the payment to the Employee being less than would have been payable had the Employee taken the leave at the time the payment is made.

Holiday leave

22.10 Employees who have less than 4 weeks of accrued annual leave are entitled to 3 days of paid leave per annum to be taken over the end of year holiday period, being 25 December to 1 January. This leave does not accrue from year to year and may only be taken over this period. If an Employee is required to work during this period and therefore unable to take their Holiday Leave, the Employee and Employer may mutually agree on an alternative period for the Employee to utilise this entitlement.

Casual Exclusion

22.11 The provisions of this clause 22 shall not apply to casual Employees.

23. PERSONAL / CARER'S LEAVE

23.1 Employees are entitled to 10 days paid personal/carer's leave for each year of completed service with the Employer which can either be taken as personal leave or carers' leave in accordance with the NES, as outlined in this clause.

23.2 Personal/carer's leave accrues according to the ordinary hours of work but does not accrue during any period of unauthorised absence, unpaid leave, or unpaid authorised absence (other than community service leave or period of stand down).

23.3 Unused paid personal/carer's leave accumulates from year to year but is not paid on termination.

23.4 Paid personal/ carer's leave is paid at the Employee's Total rate of Pay for the ordinary hours the Employee would have worked during the period of leave.

23.5 Where a public holiday falls during a period of paid personal/ carer's leave the Employee is taken not to be on personal/carers leave on that day.

Personal Leave

23.6 An Employee is entitled to paid personal leave if they are not fit for work because of personal illness or personal injury. Paid personal leave is thereafter deducted from the Employee's accrued entitlement to paid personal/carer's leave.

23.7 For absences in excess of 2 days per calendar year, an Employee may be requested to provide evidence to satisfy a reasonable person. For the purpose of this agreement reasonable evidence can include:

a) a medical certificate indicating that the Employee was unfit for work because of personal illness or injury; or

b) where it is not reasonably practical to obtain a medical certificate a statutory declaration or a pharmacists note detailing the same information.

23.8 Personal leave can be accessed by Employees who are living in regional areas on either side of a medical appointment / treatment, to allow the Employee to travel to / from the appointment or treatment that are outside the region.

23.9 Employees may apply to cash out personal leave if:

a) the Employee has in excess of two hundred and seventy-five (275) hours; and

b) the agreement does not result in the Employees remaining accrued paid personal leave balance being less than two hundred and seventy-five (275) hours; and

c) the application to cash out personal leave, in accordance with this clause, is made within four (4) weeks of the approval of this Agreement.

23.10 Clause 23.9 will not operate after four (4) weeks from the approval date of this Agreement. The parties agree that clause 23.9 will be voided on the expiry of this Agreement.

Carer's Leave

23.11 An Employee is entitled to paid or unpaid carers leave to provide care or support to a member of their Immediate Family or Household because of:

a) personal illness or personal injury affecting the member; or

b) an unexpected emergency affecting the member.

23.12 Paid carer's leave is deducted from the Employee's accrued paid personal/carer's leave.

23.13 Employees (including casual Employees) are entitled to a period of up to 2 days unpaid carer's leave per occasion. Full time and part time Employee are not entitled to take unpaid carer's leave if they are able to take paid personal/carer's leave.

23.14 For all absences an Employee must provide proof to satisfy a reasonable person. For the purpose of this agreement reasonable proof is:

a) in the case of illness or injury of a member of the Employee's Immediate Family or Household:

(i) a medical certificate or pharmacists note indicating that the Immediate Family or Household member had a personal illness or injury during a period of the leave: or

(ii) a statutory declaration which includes a statement that the Employee required leave to provide care or support to an Immediate Family or Household member because of personal illness or injury.

(iii) in the case of an unexpected emergency a statutory declaration which includes a statement that the Employee required leave to provide care or support to an Immediate Family or Household member because of an unexpected emergency affecting that person.

23.15 The Employer may require an Employee to provide proof to satisfy a reasonable person of the relationship between the Employee and the person that they are taking carer's leave to provide care and support to.

Casual Exclusion

23.16 Except for unpaid carer's leave, clause 23 does not apply to casual Employees. When taking unpaid carer's leave, casual Employees must comply with the notice and evidence requirements.

24. COMPASSIONATE LEAVE

24.1 Employees are entitled to 5 days compassionate leave per occasion (in accordance with the NES, as outlined in this clause) where:

a) a member of their Immediate Family or Household:

(i) contracts or develops a personal illness, or sustains a personal injury, that poses a serious threat to his/her life; or

(ii) dies; or

(iii) a child is stillborn, where the child would have been a member of the Employee's Immediate Family or Household, if the child had been born alive; or

(iv) the Employee or the Employee's spouse or de facto partner have a miscarriage. This subclause does not apply if the miscarriage results in a stillborn child, or to a former spouse or former de facto partner of the Employee.

24.2 Except in the case of casual Employees, compassionate leave is payable at the Employee's Total Rate of Pay Salary for the ordinary hours the Employee would have worked had they not proceeded on the leave.

24.3 In order to be entitled to compassionate leave the Employee must provide the Employer with evidence to satisfy a reasonable person of the illness, injury or death. The Employer may require the Employee to provide proof to satisfy a reasonable person of the relationship between the Employee and the person they are taking compassionate leave for. Examples of evidence to satisfy a reasonable person could include but are not limited to a statutory declaration, a doctor's note, or a death notice.

25. COMMUNITY SERVICES LEAVE

25.1 Employees (including casual Employees) are entitled to community service leave, in accordance with the NES and relevant State Legislation, as outlined in this clause, to attend:

a) jury service; or

b) a voluntary emergency management activity with a recognised body to deal with an emergency or natural disaster.

25.2 Employees are required to notify the Employer as soon as reasonably practicable of their intention to take leave and advise the period (or expected period) of the absence.

25.3 Where an Employee:

a) is required to attend jury service they will be paid the difference between their Total Rate of Pay for ordinary rostered hours and the amount received for jury service.

b) Attends a voluntary emergency management activity they will be paid at their Total Rate of Pay for a period of a maximum of up to 10 days annually.

25.4 To be entitled to community service leave Employees must provide proof to satisfy a reasonable person that the Employee has been / will be engaged in an eligible community service activity. Employees on jury service are required to provide an attendance certificate.

26. COURT ATTENDANCE LEAVE

26.1 Where an Employee is required to attend court proceedings under subpoena or as a witness to give evidence in any proceeding unrelated to their employment, they shall as soon as practicable notify their Manager. Time spent travelling to court and attending court can be taken as personal leave for up to a maximum of 5 days annually.

27. PUBLIC HOLIDAYS

27.1 Public Holidays shall be in accordance with the NES with relevant days and part-days to be observed as gazetted for the work location. In accordance with the Public and Bank Holidays Act 1972 (WA), the following days are Western Australian Public Holidays:

a) New Year's Day (1 January);

b) Australia Day (or when that day falls on a Saturday or Sunday, the first Monday following the 26 January);

c) Labour Day (Monday on or first Monday following the 1 March);

d) Good Friday;

e) Easter Sunday;

f) Easter Monday;

g) ANZAC Day (25 April);

h) WA Day (Monday on or first Monday following the 1 June);

i) Celebration Day for the Anniversary of the Birthday of the Reigning Sovereign (being the day which it is celebrated and is to be observed generally within the State);

j) Christmas Day (25 December);

k) Boxing Day (26 December); and

l) any other day or part-day declared or prescribed by or under a law of the State to be observed generally within the State (or a region of the State) as a public holiday.

27.2 The parties agree that when a public holiday falls on a Saturday or Sunday, the holiday shall be observed on the next succeeding Monday and when Boxing Day falls on a Sunday or Monday the holiday shall be observed on the next succeeding Tuesday. In each case the substituted day shall instead be treated as the public holiday itself.

27.3 Where Employees are not required to work on a day which they are normally required to work because it is a public holiday, they will be paid their Total Rate of Pay for the ordinary hours of work on that day, in accordance with the NES.

27.4 Where the employer and Employee reach a mutual agreement for an Employee to work on a public holiday, they will be paid in accordance with clause 20 for each hour worked on that day.

28. LONG SERVICE LEAVE

28.1 An Employees shall be entitled long service leave in accordance with the Long Service Leave Act 1958 (WA) (or the relevant Act where the legislation is replaced), with the following improved conditions;

a) Thirteen (13) weeks leave on the Total Rate of Pay will be available after seven (7) years continuous service with the Employer;

b) Where the employment ends after five (5) years continuous service, pro rata long service leave will be available be paid out on termination, except where termination is due to serious misconduct;

c) Employees may take pro rata long service leave after five (5) years of continuous service;

d) For each subsequent period of seven (7) years continuous service the Employee will be entitled to an additional thirteen (13) weeks long service leave on their Total Rate of Pay;

e) Any entitlement to long Service Leave accrued up to 1 January 2024 will be as per the Employees previous terms and conditions. From 1 January 2024 long service leave will accrue in accordance with clause 28 of this Agreement.

29. UNPAID PARENTAL LEAVE

29.1 Full-time, part-time and long-term casual Employees are entitled**,** after 12 months continuous service with the Employer, to unpaid parental leave following the birth or adoption of a child in accordance with the NES.

29.2 In summary, the entitlement is up to 12 months unpaid parental leave (extendable in certain circumstances) which can be taken as parental leave, or adoption leave.

29.3 A long term casual Employee is a casual Employee who has:

a) been employed by the Employer for on a regular and systematic basis for an ongoing period of at least 12 months; and

b) but for the expected birth or placement of a child would have a reasonable expectation of continuing engagement with the Employer on a regular and systematic basis.

29.4 Employees are entitled to unpaid parental leave if they, their spouse, or their de facto partner gives birth or the Employee adopts a child under 16.

29.5 Pregnant Employees can take unpaid parental leave up to 6 weeks before the expected date of birth or within 24 months of the birth of the child. Employees who aren't pregnant can take parental leave at any time within 24 months of the birth or placement of the child, but the leave must end within 24 months of the birth or placement of the child.

29.6 Up to 100 days of unpaid parental leave can be taken flexibly at any time within 24 months of the child's adoption or birth, or the leave can be taken as a single continuous period.

29.7 Where an Employee experiences a stillbirth or an infant death during the first 24 months of life an Employee is entitled to unpaid leave as provided under the NES.

29.8 Pregnant Employees are entitled to unpaid special parental leave and transfer to a safe job or 'no safe job leave' as provided under the NES.

29.9 Employees on unpaid parental leave are entitled to consultation, a return to work guarantee and keeping in touch days as provided under the NES.

29.10 The notice and evidence requirements are as contained in the NES.

30. PAID PARENTAL LEAVE

30.1 Full-time and part-time Employees are entitled, after 12 months continuous service with the Employer, to paid parental leave at their Total Rate of Pay following the birth or adoption of a child in accordance with the NES.

30.2 Primary care givers for the child are entitled to 26 weeks parental leave paid at their Total Rate of Pay.

30.3 Secondary care givers for the child are entitled to 2 weeks parental leave paid at their Total Rate of Pay.

30.4 Primary care givers are Employees who have the greater responsibility for day-to-day care of the child and could be any parent of the child. A parent will be accepted as the primary carer of a child if, the Employee has assumed the principal role of providing care and attention to the child. There can only be one primary carer at any one time and paid primary carer leave cannot be taken concurrently between parents.

30.5 The entitlement to paid parental leave under this clause (for both primary care giver and secondary care giver) may be used flexibly by the Employee from the period beginning 6 weeks before the expected date of birth and ending 24 months after the birth of the child. For example, it could be:

a) paid at 50% of the rate of pay;

b) begin at a later period; or

c) taken in multiple periods,

paid parental leave need not be taken consecutively between care givers.

30.6 Paid parental leave may be taken prior to 6 weeks before the expected date of birth by agreement with the Employer, including for attending medical appointments.

30.7 Where both caregivers are Employees of Southern Ports, together they are entitled to any combined periods of up to 28 weeks paid parental leave (being the combination of both paid primary care giver leave and paid secondary care giver leave) over the 24 month period.

30.8 Where an Employee takes paid secondary parental leave in the first instance, and later becomes the primary care giver, the Employee may later access paid primary parental leave. The entitlement to paid primary parental leave in the second instance is reduced by any period of paid secondary parental leave taken by the Employee.

30.9 The notice and evidence requirements are as contained in the NES.

31. LEAVE TO DEAL WITH FAMILY AND DOMESTIC VIOLENCE

31.1 Full-time, part-time and casual Employees are entitled to leave to deal with family and domestic violence in accordance with the NES.

31.2 In summary:

a) family and domestic violence means violent, threatening or other abusive behaviour by certain individuals known to an Employee that both seeks to coerce or control the Employee and causes them harm or fear;

b) the certain individuals known to the Employee could be an Employee's close relative, a member of the Employee's household or a current or former partner of an Employee.

c) all Employees can access the full 10 days of paid family and domestic violence leave each year. This includes all full-time, part-time and casual Employees;

d) all 10 days of paid family and domestic violence leave are available in full on the Employee's start of work anniversary.

e) the leave does not accrue from year to year.

f) this paid leave can be taken if an Employee needs to do something to deal with the impact of family and domestic violence and it's not practical for them to do so outside of their work hours. This could include:

(i) making arrangements for their safety or a family member's safety (including relocation);

(ii) attending court hearings;

(iii) accessing police or support services;

(iv) attending healthcare including counselling, therapy or doctor's appointments;

(v) attending appointments with financial counsellors or legal professionals.

(vi) the leave can be taken as a single days or multiple days.

g) where an Employee takes this paid leave, they have to let the Employer know by notifying their supervisor or a member of the human resources team as soon as possible and how long they expect the leave to last; and

h) the Employer can ask for evidence to show that the Employee took the leave to deal with the impact of family and domestic violence and that it was not practical to do that outside of their work hours. The evidence could include a statutory declaration, documents issued by the police station, documents issued by a court, or family violence support service documents.

Confidentiality

31.3 The Employer will take all reasonable steps to ensure any information about notice or evidence for family and domestic violence is kept confidential.

31.4 The Employer will only use information about notice or evidence to satisfy the Employer that the Employee is entitled to family and domestic violence leave, unless the Employer uses the information where:

a) the Employee consents; or

b) it's required by law; or

c) it's necessary to protect the life, health or safety of the Employee or another person.

32. BLOOD AND PLASMA DONOR LEAVE

32.1 Subject to operational requirements, Employees will be entitled to leave from the workplace to donate blood and/or plasma in accordance with the following general conditions:

a) The Employee has made prior arrangements with their Supervisor/Manager with at least two (2) days' notice or the Employee is called upon by the Red Cross Blood Centre.

b) The Employee provides proof of attendance at the Red Cross Blood Centre upon return to work.

c) Employees will be entitled to two (2) hours of paid leave on each occasion for the purpose of donating blood or plasma at the Red Cross Centre.

33. CEREMONIAL LEAVE

33.1 An employee who is legitimately required by Aboriginal or Torres Strait Islander tradition to be absent from work for traditional ceremonial purposes will be entitled to up to 10 working days' unpaid leave in any one year, with the approval of the Employer.

34. PURCHASED LEAVE

34.1 Employees may apply for additional purchased leave per year, in accordance with the Southern Ports Purchase of Annual Leave Procedure (D18/12723) as amended from time to time.

35. STUDY LEAVE

35.1 Employees shall be entitled to two paid study leave days per course unit for the purpose of studying for and attending, exams which include an assessment that provide for the majority of marks in the unit and is to be attended on a specific day.

35.2 Study leave can only be taken on the day prior to the examination and the day of the examination.

35.3 Employees will not be entitled to study leave for the purposes of completing an assignment or other assessment that can be delivered or submitted at a time prior to the due date.

36. LEAVE WITHOUT PAY

36.1 Where an Employee has exhausted all available leave types, the Employer will consider on an individual basis if the Employee will be granted unpaid leave.

36.2 In consideration of an Employee's request for unpaid leave, the Employer will take into account operational needs and leave will not be unreasonably withheld.

36.3 Where an Employee is granted unpaid leave, Employees will not accrue leave unless otherwise provided by the NES.

37. SHORT LEAVE

37.1 Full-time and part-time Employees are entitled to 3 days short leave per annum. Short leave can be taken for reasons such as a wellness day, birthdays, children's events, and other similar occasions subject to the agreement with their Manager, provided that the Employer will not unreasonably refuse a request to take accrued short leave. This leave does not accrue from year to year.

PART 6 – TERMINATION & REDUNDANCY

38. TERMINATION OF EMPLOYMENT

38.1 Except in the case of casual Employees, the contract of employment may be terminated at any time by either party providing notice in accordance with the table below.

Employee's period of continuous employment with the Employer at the end of the day the notice is given	Period
Not more than 1 year	1 week
More than 1 year but not more than 3 years	2 weeks
More than 3 years but not more than 5 years	3 weeks
More than 5 years	4 weeks

The period of notice is increased by one week if the Employee is over 45 years of age and has completed at least 2 year's continuous service with the Employer, provided that the Employee will not be required to provide additional notice because of age.

38.2 For casual Employees, employment may be terminated by either party giving one days' notice.

38.3 In the case of the Employer terminating the contract of employment, notice of the effective day of termination shall be provided in writing to the Employee.

38.4 The Employer may either require the Employee to work out the notice period or may make payment in lieu of notice not provided.

38.5 Where the Employer has given notice of termination, an Employee is entitled to up to one day time off without loss of pay for the purpose of seeking other employment. The time off is to be taken at times that are convenient to the Employee after consultation with the Employer.

38.6 Where the Employee fails to provide the required notice, the Employer may deduct from any monies owing an amount equivalent to the notice not provided. The Employee will forfeit payments for the period not worked.

38.7 Notwithstanding the above you may be dismissed without notice for serious misconduct, in which case you are only entitled to be paid for the time worked up to the time of dismissal.

38.8 On termination of employment, the Employee shall return all company property prior to receiving any final payments.

39. REDUNDANCY

39.1 Where an Employee is terminated for reason of redundancy the Employer will comply, where applicable, with the redundancy pay provisions contained in the NES, as summarised below.

39.2 An Employee is made redundant where their employment is terminated:

a) at the Employer's initiative because it no longer requires the job done by the Employee to be done by anyone, except where this is due to the ordinary or customary turnover of labour; or

b) because of the insolvency or bankruptcy of the Employer.

39.3 Employees' redundancy payment shall be calculated on the basis of four weeks' pay for each completed year of continuous service to a maximum payment of 40 weeks' pay.

39.4 1 week's pay is the Total Rate of Pay for the Employee in a normal rostered 38 hour week for a full time Employee, or the pro rata equivalent for the hours worked by a part-time Employee.

39.5 The amount of redundancy pay is in addition to the notice requirements.

39.6 Upon application to the Fair Work Commission, the Employer may seek to vary the amount of redundancy pay where it obtains other mutually acceptable employment or cannot pay the amount.

39.7 Employees are not entitled to redundancy pay if:

a) they have less than 12 months continuous service;

b) they are a Fixed Term or Fixed Task Employee;

c) are terminated because of Serious Misconduct;

d) are employed as a casual;

e) a training arrangement applies (other than an apprenticeship) and the employment is for a specified period of time or for any reason limited to the duration of the training arrangement;

f) there is a transfer of employment in circumstances of a transmission of business where an Employee accepts employment with the new employer who agrees to recognise the Employee's service with the Employer;

g) there is a transfer of employment and an Employee rejects an offer of employment with the new employer which recognises the Employee's service with the Employer and the terms and conditions of employment offered are on an overall basis no less favourable than those provided by the Employer.

Transfer to lower paid duties

39.8 Where an Employee is transferred to lower paid duties by reason of redundancy, the Employer may:

a) give the Employee notice of the transfer of at least the same length as the Employee would be entitled to under section 117 of the FW Act as if it were a notice of termination given by the employer; or

b) transfer the Employee to the new duties without giving notice of transfer or before the expiry of a notice of transfer, provided that the employer pays the Employee as follows:

c) an amount equal to the difference between the Total Rate of Pay of the Employee for the hours of work the Employee would have worked in the first role, and the Total Rate of Pay of the Employee in the second role for the period for which notice was not given.

Employee leaving during notice period

39.9 An Employee given notice of redundancy may terminate their own employment during the period of notice. Under such circumstances the Employee is entitled to receive the benefits and payments they would have received under this clause had they remained in employment until the expiry of the notice provided as required under this Agreement, subject to the below clause.

39.10 The Employee is not entitled to be paid for any part of the period of notice remaining after the Employee ceased to be employed.

Job Search Entitlement

39.11 An Employee given notice of termination in circumstances of redundancy must be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.

39.12 If the Employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the Employee must, at the request of the Employer, produce proof of attendance at an interview or they will not be entitled to payment for the time absent. For this purpose, a statutory declaration is sufficient.

39.13 This entitlement applies in circumstances of redundancy instead of any such equivalent entitlement provided under the termination clause in this Agreement.

Relocation Repatriation Reimbursement

39.14 The Employer will reimburse the costs of repatriation in the case of redundancy, provided that the Employee has previously relocated to perform the redundant position.

39.15 Reimbursement of reasonable repatriation costs, and may include cost of travel, shipping, and temporary housing.

39.16 Reimbursements as set out in this clause will be in accordance with the Southern Ports Relocation Assistance Guideline (D24/6609) as amended from time to time.

39.17 Requests for reimbursement, as set out in the clause, must be submitted within 28 days of the notification of redundancy.

PART 7 – CONSULTATION & DISPUTE RESOLUTION

40. EMPLOYEE CONSULTATIVE COMMITTEE

40.1 The Employer will implement an Employee Consultative Committee with appropriate representation including Union Delegates and Workplace Representatives who are fairly elected by Employees who are covered by this Agreement. The committee will meet quarterly with a period of up to one day set aside to discuss matters relating to this Agreement.

41. CONSULTATION

Major Workplace Change

41.1 Where the Employer has made a definite decision to introduce major changes in production, programme, organisation, structure or technology that is likely to have significant effects on Employees covered by this agreement, the Employer will notify the Employees who may be affected by the proposed changes and their representatives (if any).

41.2 Significant effects include potential redundancies; major changes in the composition, operation or size of the Employer's workforce or in the skills required; the significant elimination or diminution of job opportunities, promotion opportunities or job tenure; significant alteration of hours of work; the need for retraining or permanent transfer of Employees to other work or locations; and the substantial restructuring of jobs. Provided that where this agreement makes provision for alteration of any of these matters an alteration is deemed not to have significant effect.

41.3 The Employer will discuss with the affected Employees and their representatives (if any) the introduction of the major changes, the effects the changes are likely to have on Employees, and where identified by the Employer any measures to avert or mitigate any adverse effects of such changes on Employees.

41.4 The discussions will commence after a definite decision has been made by the Employer to make a major change. In consulting with Employees, the Employer is not required to disclose confidential information.

41.5 At any stage during this process an Employee may appoint a representative of their choice in writing. The Employer's obligation to consult or provide information to the representative only occurs after written notice is provided to the Employer.

Change to Regular Roster or Ordinary Hours of Work

41.6 Where the Employer proposes to introduce a change to the regular roster or ordinary hours of work of Employees, the Employer will:

a) provide information to the Employees about the change;

b) invite the Employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities); and

c) give reasonable consideration to any views given by the Employees about the impact of the change.

41.7 At any stage during this process an Employee may appoint a representative of their choice in writing. The Employer's obligation to consult or provide information to the representative only occurs after written notice is provided to the Employer.

42. DISPUTE SETTLEMENT PROCEDURE

42.1 The following provisions shall apply to any dispute between an Employee covered by this agreement and the Employer about any employment matter arising under this agreement or in relation to the National Employment Standard (NES):

a) the Employee(s) will discuss the question, dispute or difficulties with their supervisor/manager, who will attempt to resolve the issue.

b) if the matter is not resolved, the matter will be referred to their direct line manager or supervisor, operations Manager or General Manager who will attempt to resolve the issue;

(i) if the matter still remains unresolved, then either party to the dispute may refer the matter to a mutually agreed independent third party for mediation or conciliation. Should the parties to the dispute not agree on the appointment of a third party for mediation, then the matter shall be referred to the Fair Work Commission for mediation or conciliation;

(ii) if the matter remains unresolved, then either party may refer the matter to the Fair Work Commission for arbitration.

42.2 At any or all stages of the above procedure, either party may appoint a representative of their choice in writing, to assist in resolution of the dispute.

42.3 At all times whilst a question or dispute is being resolved normal work will continue in accordance with the Employer's lawful and reasonable directions.

43. WORKPLACE DELEGATES RIGHTS

43.1 Clause 43 provides for the exercise of workplace delegates as set out in section 350c of the FW Act.

NOTE: Under section 350c(4) of the FW Act, the Company is taken to have afforded a workplace delegate the rights mentioned in section 350c(3) if the Company has complied with clause 43.

43.2 In this clause:

a) employer means the employer of the workplace delegate;

b) delegate's organisation means the employee organisation in accordance with the rules of which the workplace delegate was appointed or elected; and

c) eligible employees means members and persons eligible to be members of the delegate's organisation who are employed by the employer in the enterprise.

43.3 Before exercising entitlements under clause 43, a workplace delegate must give the employer written notice of their appointment or election as a workplace delegate. If requested, the workplace delegate must provide the employer with evidence that would satisfy a reasonable person of their appointment or election.

43.4 An employee who ceases to be a workplace delegate must give written notice to the employer within 14 days.

Right of representation

43.5 A workplace delegate may represent the industrial interests of eligible employees who wish to be represented by the workplace delegate in matters including:

a) consultation about major workplace change;

b) consultation about changes to rosters or hours of work;

c) resolution of disputes;

d) disciplinary processes;

e) enterprise bargaining where the workplace delegate has been appointed as a bargaining representative under section 176 of the FW Act, or is assisting the delegate's organisation with enterprise bargaining; and

f) any process or procedure within an award, enterprise agreement or policy of the employer under which eligible employees are entitled to be represented and which concerns their industrial interests.

Entitlement to reasonable communication

43.6 A workplace delegate may communicate with eligible employees for the purpose of representing their industrial interests under clause 43.5. This includes discussing membership of the delegate's organisation and representation with eligible employees.

43.7 A workplace delegate may communicate with eligible employees during working hours or work breaks, or before or after work.

Entitlement to reasonable access to the workplace and workplace facilities

43.8 The employer must provide a workplace delegate with access to or use of the following workplace facilities:

a) a room or area to hold discussions that is fit for purpose, private and accessible by the workplace delegate and eligible employees;

b) a physical or electronic noticeboard;

c) electronic means of communication ordinarily used in the workplace by the employer to communicate with eligible employees and by eligible employees to communicate with each other, including access to Wi-Fi;

d) a lockable filing cabinet or other secure document storage area; and

e) office facilities and equipment including printers, scanners and photocopiers.

43.9 The employer is not required to provide access to or use of a workplace facility under clause 43.8 if:

a) the workplace does not have the facility;

b) due to operational requirements, it is impractical to provide access to or use of the facility at the time or in the manner it is sought; or

c) the employer does not have access to the facility at the enterprise and is unable to obtain access after taking reasonable steps.

Entitlement to reasonable access to training

43.10 Unless the employer is a small business employer, the employer must provide a workplace delegate with access to up to 5 days of paid time during normal working hours for initial training and at least one day each subsequent year, to attend training related to representation of the industrial interests of eligible employees, subject to the following conditions:

a) In each year commencing 1 July, the employer is not required to provide access to paid time for training to more than one workplace delegate per 50 eligible employees.

43.11 The number of eligible employees will be determined on the day a delegate requests paid time to attend training, as the number of eligible employees who are:

a) Full-time or Part-time Employees; or

b) regular Casual Employees.

43.12 Payment for a day of paid time during normal working hours is payment of the amount the workplace delegate would have been paid for the hours the workplace delegate would have been rostered or required to work on that day if the delegate had not been absent from work to attend the training.

43.13 The workplace delegate must give the employer not less than 5 weeks' notice (unless the employer and delegate agree to a shorter period of notice) of the dates, subject matter, the daily start and finish times of the training, and the name of the training provider.

43.14 If requested by the employer, the workplace delegate must provide the employer with an outline of the training content.

43.15 The employer must advise the workplace delegate not less than 2 weeks from the day on which the training is scheduled to commence, whether the workplace delegate's access to paid time during normal working hours to attend the training has been approved. Such approval must not be unreasonably withheld.

43.16 The workplace delegate must, within 7 days after the day on which the training ends, provide the employer with evidence that would satisfy a reasonable person of their attendance at the training.

Exercise of entitlements under clause 43

43.17 A workplace delegate's entitlements under clause 43 are subject to the conditions that the workplace delegate must, when exercising those entitlements:

a) comply with their duties and obligations as an employee;

b) comply with the reasonable policies and procedures of the employer, including reasonable codes of conduct and requirements in relation to occupational health and safety and acceptable use of ICT resources;

c) not hinder, obstruct or prevent the normal performance of work; and

d) not hinder, obstruct or prevent eligible employees exercising their rights to freedom of association.

43.18 Clause 43 does not require the employer to provide a workplace delegate with access to electronic means of communication in a way that provides individual contact details for eligible employees.

43.19 Clause 43 does not require an eligible employee to be represented by a workplace delegate without the employee's agreement.

NOTE: Under section 350a of the Act, the employer must not:

a) unreasonably fail or refuse to deal with a workplace delegate; or

b) knowingly or recklessly make a false or misleading representation to a workplace

delegate; or

c) unreasonably hinder, obstruct or prevent the exercise of the rights of a workplace delegate under the FW Act or clause 43.

43.20 Definitions for the purposes of clause 43:

a) employee organisation has the meaning given by section 12 of FW Act.

b) enterprise has the meaning given by section 12 of the FW Act.

c) small business employer has the meaning given by section 23 of the FW Act.

d) workplace delegate has the meaning given by section 350c(1) of the FW Act.

Schedule A – Classifications

Level 1

Positions require basic levels of reading, writing, math, and communication and generally work under direction supervision.

Tasks performed at this Level are simple, repetitive and follow established practices and procedures. If any issues arise, they are referred to a supervisor or senior staff for guidance and decision-making.

Judgment is minimal, as tasks are generally straightforward and clearly defined, with coordination and supervision provided by others.

Communication at this level is mostly with other team members, and in some roles, there may be occasional interactions with other departments or external stakeholders. These interactions are usually supervised.

Examples of skills/responsibilities at this Level (will vary by position requirements):

- Complete basic paperwork;
- Handling cash and processing payments accurately;
- Operation of light vehicles;
- Light manual handling, cleaning, and waste removal.

Level 2

Positions require completion of Year 10 and/or equivalent work experience. Job specific knowledge and skills are obtained through induction and on-the-job training. After completing vocational training, minimal experience is needed for these positions.

At this Level roles would perform basic tasks using a range of skills, following established procedures. Tasks are focused within the work area and may include repetitive administrative duties with minor problem solving required.

Employees communicate mainly with staff (within and outside their team) and may interact with the public. Work is closely monitored, either individually or within a team, with supervision provided for more complex tasks.

Examples of skills/responsibilities at this Level (will vary by position requirements):

- Basic administrative duties;
- Use of technology for basic data entry.

Level 3

Positions require qualifications or relevant experience based on the work area's needs. Job-specific knowledge and skills are typically gained through on-the-job training over several months.

The role involves a consistent range of tasks with limited variation within the work area. Some multi-tasking may be required. Supervisory guidance is readily available, but tasks are generally carried out with minimal supervision.

Employees are expected to clearly communicate information to colleagues and stakeholders, explain issues, and suggest solutions. Work is generally independent, with non-routine or more complex issues referred to a supervisor.

Positions within this Level are responsible for the quality of tasks undertaken and may be responsible for a minor function or functions within the work area.

Examples of skills/responsibilities at this Level (will vary by position requirements):

- Proficient use of Microsoft Office products to produce basic correspondence and basic spreadsheets;
- Ability to reconcile basic financial transactions;
- Book travel arrangements;
- Use of equipment such as specialised hand tools, Forklift and other equipment;
- Arrange maintenance services for vessels;
- Potentially supervise or provide on-the-job training to staff at the same or lower levels, depending on experience.

Level 4

Positions at this level require relevant specific qualifications or experience, such as a Certificate III or IV (non-trade), or equivalent job-specific training. Knowledge and skills are developed through a combination of formal training and on-the-job experience.

The role involves a diverse range of tasks, with some variation within the area of operation. Multi-tasking may be required, and work is generally carried out independently, following established guidelines. Complex issues are referred to a supervisor or senior staff.

Positions at this level are expected to make operational and technical decisions, using discretion and initiative to apply established methods, procedures, and safety practices. Effective communication skills are required to explain policies, procedures, and service information to colleagues, stakeholders, and the public. Some positions may also involve providing training or guidance to others.

Positions may also be tasked with monitoring and reporting on performance, identifying areas for improvement, and ensuring compliance with industry standards, legislative requirements, and organisational practices.

Positions at this Level will have a developing knowledge of Port Authorities and State Government context and the organisation as it relates to their area of work.

Examples of skills/responsibilities at this Level (will vary by position requirements):

- Proficient use of Microsoft Word and Excel for preparing documents, reports, and spreadsheets;
- Application of financial principles for data collation or reconciliation of financial transactions
- Help Desk Support;
- Estimating material and equipment needs for projects or operations;
- Reviewing and applying legislative and technical documents to ensure compliance;
- Providing on-the-job training and guidance to staff at the same or lower levels.

Level 5

Positions require relevant qualifications (e.g., certificate or post-secondary qualification) and/or several years of job-specific experience. Skills are developed through a combination of vocational training and hands-on work experience.

At this Level, employees perform a wide range of tasks and there is the requirement to multi-task across different activities. The tasks are more complex than at lower Levels but still within agreed guidelines and procedures.

Employees are expected to work with minimal supervision, undertake analyses, identify issues, and solve routine problem following established processes. For more complex issues, guidance is available from supervisors or senior staff. Effective communication skills to are required to explain technical information to internal and external stakeholders with tact and diplomacy.

Positions may require skills in co-ordinating a team of employees, to motivate and monitor performance against work outcomes.

Examples of skills/responsibilities at this Level (will vary by position requirements):

- Intermediate to advanced Word & Excel skills;
- Sound knowledge of basic technical elements of the work area, may be developing; knowledge of higher-level complexities or professional knowledge through study;
- Sound ability in interpreting and applying legislation;
- Sound ability in analysis of financial data to make recommendations;
- Sound ability to prepare reports and correspondence of a technical nature;
- May develop procedures in area of expertise and / or contribute to policy development;
- Supervising or providing on-the-job training for junior staff.

Level 6

Positions require relevant qualifications (e.g., degree or advanced diploma) and/or extensive experience. Job-specific knowledge and skills are developed through role specific education and in-depth work experience.

At this level, employees handle tasks of higher complexity and responsibility, often involving multi-tasking across a variety of areas. They are expected to manage projects or programs and provide expert advice on specialised matters.

Positions at this level require extensive subject matter expertise, broad experience, skills, and training to lead small to medium-sized teams with similar disciplines and interchangeable skills are evaluated at this level. In addition to technical knowledge, individuals in these positions must possess the ability to interpret and apply legislation, regulations, and other guidelines in carrying out their functional responsibilities.

At this Level employees are expected to work with minimal supervision and use professional knowledge to solve problems. For highly complex issues, guidance is available from senior staff.

Examples of responsibilities/specialised skills at this Level (will vary by position requirements):

- Advanced technical knowledge and skills to undertake significant / priority projects / programs;
- Sound ability to perform analyses and resolve matters where there are a number of complex options involved;
- Sound ability to write detailed and non-standard reports and correspondence in field of expertise;
- Sound ability to administer, monitor and report on financial activities against a budget;
- Materials, equipment and cost estimating, and job cost recording;
- Understanding of compliance obligations in relevant legislation / regulations;
- Oversee operational workflows within work area;
- Ability to publicly present concepts and ideas to various stakeholders.

Level 7

Positions require significant expertise, typically gained through a degree with solid work experience or extensive experience in a specialised field. This Level is required to apply advanced knowledge to solve complex problems and manage projects or programs, often leading teams, or large projects.

This Level will work independently, using professional judgment to make decisions and solve issues, and may supervise teams or multiple functions. A deep understanding of the Port Authorities, Government Trading Enterprises and the organisation is essential, along with strong communication skills to advise, explain policies, and resolve complex issues with stakeholders.

Employees at this Level are expected to analyse data, research options, and make recommendations, often in situations without established procedures. They may also help develop new guidelines or procedures. The role involves complex work, with employees responsible for delivering projects, often with minimal supervision, and may lead teams or oversee various functions.

Examples of responsibilities/specialised skills at this Level (will vary by position requirements):

- Implement programs and make decisions within authority levels;
- Assist in the preparation of departmental budgets / prepare smaller functional budgets and may be required to implement budgetary control;
- Negotiation of new land and property leases;
- Programming, coordination and delivery of complex programs and projects;
- Present reports to ELT with limited assistance;
- Write detailed, professional reports in the field of expertise and/or prepare external correspondence of a high quality;
- Provide advice to Senior Leaders and ELT on areas within their expertise.

Level 8

Positions at this Level require advanced qualifications and/or extensive relevant experience and expertise in a specific field and relevant to the work area. Positions resolve complex issues, lead strategic initiatives, and drive policy or procedural changes.

At this level, employees take responsibility for managing large, complex projects or programs, with a focus on strategic planning and execution. Positions work independently and use their specialised knowledge to manage complex projects or initiatives. They are responsible for overseeing all aspects of their work area and ensuring high-quality outcomes.

Positions are required to adapt communication and influencing styles, and approach discussions with an understanding of existing or potential views on significant matters of concern. Positions are required to engage a range of stakeholders to clarify, discuss and consider credible and thoughtful views in the development of possible solutions and alternatives and/or to guide and influence others to a particular direction, behaviour, or outcome.

This Level may be responsible for leading a larger / diverse team within a discipline related to a more complex project or program or may be required to supervise various functions within a work area. Positions will either work individually or in a team environment.

Examples of responsibilities/specialised skills at this Level (will vary by position requirements):

- Developing and managing large-scale projects, including scope, goals, budgets, and resources;
- Conducting high-level research and evaluating multiple alternatives for complex issues
- In depth reporting of month end payroll journals and other costings;
- Leading organisational change and guiding stakeholders through new approaches;
- Preparing and presenting strategic reports to senior leadership or external stakeholders;
- Managing teams and ensuring alignment with organisational goals;
- Anticipate the impacts of innovation and change, helping internal and external stakeholders to understand change initiatives, and the benefits of adopting a new approach or way of working.

Level 9

Positions will require relevant advanced or master qualifications (e.g. university degree with extensive work experience and/or relevant work experience).

Positions at this Level will hold expertise in policy, resource/administrative management interdependencies, and the machinery of government. Positions will be specialists within their work area, often supervising professionals and leading research or project work and they work with a high degree of autonomy.

These Positions interpret and implement business strategies and tactics within their work area, shaping strategic direction and influencing high-level decisions. They may apply risk management principles across financial, political, economic, social, and environmental areas. They research and evaluate alternatives, assessing costs, benefits, risks, and mitigation strategies to make evidence-based decisions.

Positions require the ability to lead and motivate others to cooperate in resolving conflicts over priorities, the use of resources, management/administrative decisions, professional and/or technical concepts, techniques, and processes.

Examples of responsibilities/specialised skills at this Level (will vary by position requirements):

- Understand the nature of the enterprise and how to position the organisation to meet major challenges;
- Explain the purpose and direction of the organisation to key stakeholders, other managers and senior professionals;
- Shape, monitor and evaluate business plans to achieve significant improvement in a core element of the organisation;
- Manage tendering processes;
- Formulate new policies and practices that affect the fundamental body of knowledge on which the profession/organisation depends;
- Manage a professional team engaged in a complex technical/professional/clinical environment requiring the integration of a diverse set of skills and a multiplicity of resources.

NOTE: At any level, employees may be required to undertake duties of a lower classification level.

Schedule B – Base Rates of Pay

Base Rates of Pay from 1 January 2024

Level	Pay Point 1	Pay Point 2	Pay Point 3	Pay Point 4
1	$57,700	$59,700	$61,600	$63,600
2	$66,800	$69,000	$71,300	$73,700
3	$77,400	$80,000	$82,600	$85,300
4	$89,600	$92,600	$95,700	$98,900
5	$103,800	$107,200	$110,700	$114,400
6	$120,100	$124,100	$128,200	$132,400
7	$139,000	$143,600	$148,300	$153,200
8	$160,900	$166,200	$171,700	$177,400
9	$186,300	$192,400	$198,700	$205,300

Base Rates of Pay from 1 January 2025*

*2025 Base Rates of Pay are inclusive of a 3% increase.

Level	Pay Point 1	Pay Point 2	Pay Point 3	Pay Point 4
1	$59,431	$61,491	$63,448	$65,508
2	$68,804	$71,070	$73,439	$75,911
3	$79,722	$82,400	$85,078	$87,859
4	$92,288	$95,378	$98,571	$101,867
5	$106,914	$110,416	$114,021	$117,832
6	$123,703	$127,823	$132,046	$136,372
7	$143,170	$147,908	$152,749	$157,796
8	$165,727	$171,186	$176,851	$182,722
9	$191,889	$198,172	$204,661	$211,459

Base Rates of Pay from 1 January 2026*

*2026 Base Rates of Pay are inclusive of a 4% increase.

Level	Pay Point 1	Pay Point 2	Pay Point 3	Pay Point 4
1	$61,808	$63,951	$65,986	$68,128
2	$71,556	$73,913	$76,377	$78,947
3	$82,911	$85,696	$88,481	$91,373
4	$95,980	$99,193	$102,514	$105,942
5	$111,191	$114,833	$118,582	$122,545
6	$128,651	$132,936	$137,328	$141,827
7	$148,897	$153,824	$158,859	$164,108
8	$172,356	$178,033	$183,925	$190,031
9	$199,565	$206,099	$212,847	$219,917

Base Rates of Pay from 1 January 2027*

*2027 Base Rates of Pay are inclusive of a 5% increase.

Level	Pay Point 1	Pay Point 2	Pay Point 3	Pay Point 4
1	$64,899	$67,148	$69,285	$71,535
2	$75,134	$77,608	$80,195	$82,895
3	$87,056	$89,981	$92,905	$95,942
4	$100,778	$104,153	$107,640	$111,239
5	$116,750	$120,574	$124,511	$128,673
6	$135,084	$139,583	$144,194	$148,918
7	$156,342	$161,516	$166,802	$172,313
8	$180,974	$186,935	$193,121	$199,532
9	$209,543	$216,404	$223,490	$230,913

Schedule C – Regional Allowance

Level	Agreement Commencement	1-Jan-26	1-Jan-27
1	$2,377	$3,708	$5,192
2	$2,752	$4,293	$6,011
3	$3,189	$4,975	$6,965
4	$3,692	$5,759	$8,062
5	$4,277	$6,671	$9,340
6	$4,948	$7,719	$10,807
7	$5,727	$8,934	$12,507
8	$6,629	$10,341	$14,478
9	$7,676	$11,974	$16,763

Schedule D – Trainee Rates of Pay

Trainee Rates of Pay from 1 January 2024

First Year of Traineeship	Second Year of Traineeship	Third Year of Traineeship
$49,045	$51,930	$54,815

Trainee Rates of Pay from 1 January 2025*

First Year of Traineeship	Second Year of Traineeship	Third Year of Traineeship
$50,516	$53,488	$56,459

Trainee Rates of Pay from 1 January 2026*

First Year of Traineeship	Second Year of Traineeship	Third Year of Traineeship
$52,537	$55,627	$58,718

Trainee Rates of Pay from 1 January 2027*

First Year of Traineeship	Second Year of Traineeship	Third Year Traineeship
$55,164	$58,409	$61,654

* Trainee Rates of Pay are calculated as a percentage of the Base Rate of Pay Salary at Level 1 Pay Point 1 for the applicable year. The percentages applied are as follows:

- First year of traineeship – 85%
- Second year of traineeship – 90%
- Third year of traineeship – 95%

SIGNATURES

Employer

Signed for and on behalf of Southern Ports Authority (ABN 30 044 341 250)

Signature on behalf of the Employer

Keith Wilks

Name of person authorised to sign

Date: 18 / 12 /2024

Chief Executive Officer

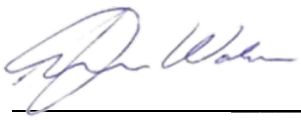
Position

Level 4, 679 Murray Street, West Perth, WA **6005**

Address Post Code

For Employees

Signed on behalf of the Employees covered by this agreement



Signature of Employee Representative

Glenn Walsh

Name of Employee Representitive

Date: 19/ 12 /2024

Senior Industrial Officer - Australian Maritime Officers Union

Authority to Sign (Position Title)

Level 1 52 Buckingham Street Surrey Hills Sydney NSW 2010

Address Post Code

Schedule 2.2—Model flexibility term

(regulation 2.08)

Model flexibility term

(1) An employer and employee covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:
  (a) the agreement deals with 1 or more of the following matters:
    (i) arrangements about when work is performed;
    (ii) overtime rates;
    (iii) penalty rates;
    (iv) allowances;
    (v) leave loading; and
  (b) the arrangement meets the genuine needs of the employer and employee in relation to 1 or more of the matters mentioned in paragraph (a); and
  (c) the arrangement is genuinely agreed to by the employer and employee.

(2) The employer must ensure that the terms of the individual flexibility arrangement:
  (a) are about permitted matters under section 172 of the *Fair Work Act 2009*; and
  (b) are not unlawful terms under section 194 of the *Fair Work Act 2009*; and
  (c) result in the employee being better off overall than the employee would be if no arrangement was made.

(3) The employer must ensure that the individual flexibility arrangement:
  (a) is in writing; and
  (b) includes the name of the employer and employee; and
  (c) is signed by the employer and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
  (d) includes details of:
    (i) the terms of the enterprise agreement that will be varied by the arrangement; and
    (ii) how the arrangement will vary the effect of the terms; and
    (iii) how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
  (e) states the day on which the arrangement commences.

(4) The employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.

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(5) The employer or employee may terminate the individual flexibility arrangement:

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

(b) if the employer and employee agree in writing—at any time.

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