DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Southern Ports Authority Trading AS Southern Ports
(AG2025/4217)

SOUTHERN PORTS MARINE PILOTS PORT OF BUNBURY AND PORT OF ESPERANCE AGREEMENT 2025

Port authorities

COMMISSIONER SCHNEIDER PERTH, 19 DECEMBER 2025

Application for approval of the Southern Ports Marine Pilots Port of Bunbury and Port of Esperance Agreement 2025

[1] Southern Ports Authority Trading AS Southern Ports (the Applicant) has made an application, under section 185 of the *Fair Work Act 2009* (Cth) (the Act), for the approval of a single enterprise agreement known as the *Southern Ports Marine Pilots Port of Bunbury and Port of Esperance Agreement 2025* (the Agreement).

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

[3] The Agreement is approved and, in accordance with section 54 of the Act, will operate from 26 December 2025. The nominal expiry date of the Agreement is 30 June 2028.

THE SEAL OF THE FAIR WORK COMMISSION

COMMISSIONER

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SOUTHERN PORTS
ALBANY BUNBURY ESPERANCE

Southern Ports Marine Pilots Port of Bunbury and Port of Esperance Agreement 2025

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Part 1 – Agreement Operation

1. Title

1.1 This agreement shall be known as the Southern Ports Marine Pilots Port of Bunbury and Port of Esperance Agreement 2025.

2. Coverage

3. 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 engaged in the Classifications set out in Schedule A – Classifications and are employed at the Port of Bunbury or the Port of Esperance;

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

4. Length of Agreement

4.1 This Agreement shall commence operation seven (7) days after the day the Agreement is approved by the Fair Work Commission.

4.2 The nominal expiry date of this Agreement shall be 30th of June 2028. However, this Agreement shall continue to operate beyond the nominal expiry date until it is replaced or terminated.

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

4.4 The Parties agree in good faith, to commence negotiations for the renewal of a replacement Agreement at least six (6) months prior to the nominal expiry date of this Agreement.

5. National Employment Standards

5.1 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.

5.2 The Agreement will be read and interpreted in conjunction with the National Employment Standards (NES) under the Fair Work Act 2009 (Cth) (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.

6. Individual Flexibility

6.1 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.

6.2 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.

6.3 The Employee and the Employer may agree to flexible working arrangements that, include but are not limited to 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.

6.4 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 fourteen (14) days of it being agreed to.

6.5 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.

6.6 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.

7. Definitions

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

a) **'AAL**' means:

i. Automatic Acceptance Limit (salary continuance).

b) **'Act'** means:

i. the Fair Work Act 2009 (as amended).

c) **'Acting Harbour Master'** means:

i. a Marine Pilot who has been delegated by the Harbour Master under Section 102(7) and who is authorised to exercise the functions of the Harbour Master as described under Section 103 of the *Port Authorities Act 1999.*

d) **'AMSA'** means:

i. Australian Maritime Safety Authority.

e) **'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.

f) **'CPI'** means:

i. the consumer price index as released by the September-to-September percentage change for All Groups CPI, Perth WA.

g) **'Day'** means:

i. a period of 24 hours, commencing at 00:00 hours.

h) **'EAP'** means:

i. Employee Assistance Program.

i) **'FWC'** means:

i. the Fair Work Commission.

j) **'Government Wages Policy'** (GWP) means:

i. the public sector wages policy issued by the WA State Government from time to time.

k) **'Household'** means:

i. any other person who lives with the Employee as a member of their family.

l) **'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.

m) **'Medical Certificate'** means:

i. a written statement signed by a registered practicing physician or other practitioner certifying to the incapacitation, examination, or treatment, or to the period of disability (includes a pharmacist).

n) **'Pilot Licence'** means:

i. a pilotage approval, either Restricted or Unrestricted, issued by the Harbour Master allowing a Marine Pilot to pilot vessels covered by the approval in the Port.

o) **'Position Description'** means:

i. a written statement agreed by the Employer and an Employee that describes the duties, responsibilities, key contributions and outcomes required from a position, necessary qualifications of candidates, and reporting relationship and co-workers for the Employee.

p) **'Port'** means:

i. either the Ports of Bunbury or the Port of Esperance which fall under the authority of the Southern Ports Authority.

q) **'Restricted Pilot Licence'** means:

i. a Pilot Licence with restrictions for the Port for which the Pilot Licence has been issued which allows the Marine Pilot to pilot a vessel without supervision.

r) **'Serious Misconduct'** means:

i. involves an Employee deliberately behaving in a way that is inconsistent with continuing their employment. Examples include: causing serious and imminent risk to the health and safety of another person or to the reputation or viability of their Employer's business, theft, fraud, assault or refusing to carry out a lawful and reasonable instruction that is part of their job description.

s) **'Shiftworker'** for the purposes of Annual Leave in the NES, means:

i. 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, 7 days a week.

t) **'Statutory Declaration'** means:

i. a written declaration agreed in the presence of a Justice of the Peace or a person who is authorised to administer oaths but not made upon oath or affirmation.

u) **'The Board'** means:

i. the board of the Southern Ports Authority as appointed by the Minister responsible for ports in Western Australia.

v) **'Unrestricted Pilot Licence'** means:

i. a Pilot Licence without any restrictions for the Port for which the Pilot Licence has been issued, and which allows the Marine Pilot to pilot a vessel without supervision.

Part 2 – Employment Arrangements

8. Types of Employment

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

8.2 Full-time Employees may be engaged by the Employer on either a permanent basis, or under a temporary arrangement for a Fixed/Maximum Term subject to any overriding limitations under the FW Act.

8.3 **Full-time Employee** means an Employee who works an average of thirty-eight (38) Ordinary Hours per week.

8.4 **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.

a) For each hour worked, a Casual Employee will be entitled to a twenty-five percent (25%) casual loading in lieu of entitlements to Annual Leave, paid Personal/Carers Leave, Notice of Termination and Redundancy payments.

9. Contract of Service

9.1 Employees, except Casual Employees, are appointed initially on six (6) months' probationary period. Subject to satisfactory progress and the acquisition of an Unrestricted Pilot Licence at the Port at which the Employee has been engaged, the appointment will be confirmed as permanent.

10. Overriding Principles

10.1 The Employer seeks to recruit and retain quality staff. To this end, this Agreement recognises risk versus reward and the Employer is committed to fairly remunerate its staff, recognising appropriate industry standards for comparable skills and professionalism. The Employees agree to be professional and proactive in seeking the highest levels of professional standards in the delivery of pilotage services.

11. Port Coverage

11.1 The Parties agree that the objective of the roster agreement set out in clause 33 is to ensure, so far as is reasonably practicable, that the Employees provide marine pilotage services twenty-four (24) hours a day, every day of the year. In the event that an off-duty Pilot is requested to return to work during rostered days off and does so, all costs associated with the return to work will be met by the Employer.

11.2 With mutual agreement, a Marine Pilot may work in a Port other than their home Port to provide relief pilotage. Travel and accommodation arrangements for this period will be in accordance with the Work Travel Procedure. Clause 20 will apply where the relief roster varies from their home roster.

12. Staffing of Port Office

12.1 Employees shall attend the port office for the following reasons:

a) For the purposes of performing their pilotage duties;

b) For the maintenance of records as required for scheduling and reporting;

c) Participating in pilot and other port meetings as deemed necessary for the safe and efficient delivery of marine pilotage services.

12.2 The Employees are not required to attend the port office during weekends and public holidays except for the performance of their pilotage duties. In order to fulfil their duties pertaining to the above, the Employees will be provided with the necessary equipment to perform their duties as required including a hands-free device in the event that the Employee's vehicle is not fitted with hands-free functionality. The Employer will reimburse the cost of telephone line rental and a home internet service to a maximum value of $85 per month, and any other business-related expenses in accordance with the Employer's expense reimbursement procedure.

13. Classifications

13.1 Classifications are set out in Schedule A – Classifications.

14. Classification Progression

14.1 Progression through the following classifications will occur once the Employee has met the minimum requirements for the role and has obtained approval from both the relevant Port Harbour Master and the Chief Operating Officer (COO):

a) Trainee Marine Pilot to Marine Pilot (restricted);

b) from Marine Pilot (restricted) to Marine Pilot (unrestricted);

c) from Marine Pilot (unrestricted) to Senior Marine Pilot.

14.2 Any progression to the role of Harbour Master or Deputy Harbour Master will be by appointment only in accordance with the provisions set out in Schedule A – Classifications.

15. Duty Statement (Position Description)

15.1 The Employees agree to work as directed in accordance with the terms set out in this Agreement and the duties required of the Employees applicable classification set out in Schedule A – Classifications.

Part 3 - Remuneration & Entitlements

16. Annual Salaries

16.1 Annual Salaries are set out in Schedule B – Rates of Pay.

16.2 The Annual Salaries set out in Schedule B – Rates of Pay are inclusive of ordinary hours, additional hours, shift loadings, allowances, and bank fees and shall be for all duties specified in the Agreement unless expressed otherwise.

16.3 The Annual Salary of Full-time Employees will be averaged over the roster cycle to provide a consistent fortnightly payment. Salaries will be paid fortnightly in arrears and will remain the same each pay period, regardless of the number of rostered workdays in that fortnight.

17. Casual Rates of Pay

Casual Rates of Pay (Hourly) are set out in Schedule B – Rates of Pay and are inclusive of the casual loading set out in clause 8.4a.

18. Annual Increase

The Rates of Pay as set out in Schedule B – Rates of Pay are inclusive of annual agreed increases in line with Government Wages Policy (GWP). For the term of the agreement, GWP has been agreed and applied as follows:

a) 1 July 2025 – 10%

b) 1 July 2026 – 3%

c) 1 July 2027 – 2%.

18.2 In the event this Agreement expires, and a new replacement Agreement has not yet been put to a formal vote, then the Rates of Pay set out in Schedule B – Rates of Pay will increase on 1 July 2028 in line with GWP or in the absence of GWP, Perth CPI for the September quarter preceding.

19. Payment of Remuneration

19.1 Remuneration shall be paid fortnightly.

19.2 Unless otherwise agreed, remuneration shall be paid by direct transfer to an account in a bank or other financial institution nominated by the Employee that is acceptable to the Employer.

19.3 Remuneration may be paid in such other manner as is agreed between the Employer and an Employee.

19.4 On pay day, written advice shall be made available to the Employee showing the gross amount of remuneration or allowances paid and deductions.

19.5 In the event of an underpayment of remuneration, an Employee's pay shall be adjusted as soon as practicable but, in any event, no later than the subsequent pay period.

19.6 The Employer may make deductions from the Employee's salary with the notification and discussion with the Employee provided the deduction is reasonable. Recovery of an overpayment may occur after notification and discussion with the Employee.

20. Working On a Non-Workday or Rostered Day Off (RDOs)

20.1 Where an Employee agrees to work on a non-workday or rostered day off as specified by the roster in clause 33 of this Agreement, the Employee can elect to be paid a normal day's salary at time and a half (x1.5) or be credited with a day in lieu for working on this day.

20.2 Time in Lieu is not applicable to Casual Employees.

21. Higher Duties

21.1 Where an Employee is delegated according to the Port Authorities Act 1999, to perform the functions of the Harbour Master in the absence of the Harbour Master, that Employee shall receive, pro rata, the difference in remuneration between the Employee's salary and that of the Harbour Master for the duration of the delegation.

22. Superannuation

22.1 Employees covered by this Agreement will be eligible to an Employer contribution to the Superannuation Scheme nominated by the Employee.

22.2 Superannuation shall be paid in accordance with the Superannuation Guarantee (Administration) Act 1992.

22.3 Employer contributions will be forwarded into the Employee's nominated superannuation fund account no later than seven (7) days after the pay date.

23. Income Protection

23.1 From the commencement date of this Agreement, Employees who have served their probationary period as set out in clause 9, shall be entitled to the benefits of an income protection/salary continuance insurance policy provided through the Employer.

23.2 The income protection/salary continuance entitlement shall be the payment to an eligible Employee of 75% of salary plus employer Superannuation Guarantee pro rata for each day of entitlement to commence after all Personal/Carers Leave entitlements are expended for a period of two years.

24. The Policy may include:

a) 30 day waiting period;

b) Benefit expiry at age 67;

c) An 'own' occupation definition;

d) A current Automatic Acceptance Limit (AAL) of $10,000 per month.

25. Protection and Indemnity Insurance

25.1 Employees shall be entitled from the date this Agreement commences to the benefits of Protection and Indemnity insurance policy provided through the Employer to pay for legal representation in the event of an incident involving litigation with respect to pilotage.

26. Legal Representation

26.1 The Employer shall pay reasonable expenses incurred if the conduct of an Employee is the subject of an inquiry before any judicial or quasi-judicial authority or government agency or tribunal (other than FWC) for any alleged breach of any federal or state laws including maritime, port or other regulations, unless the authority conducting the inquiry finds that such inquiry has been occasioned by the serious misconduct of the Employee. No such expenses shall be payable if the Employer, at its own expense, provides the Employee with legal representatives before such tribunal or authority.

27. Motor Vehicle

27.1 The employee may choose one of the following options:

a) The Employer will meet all necessary costs for a new vehicle (up to the equivalent value of $28,000 per year) at the Employee's discretion without any additional financial contribution from the relevant Employee ("the Vehicle").

i. The Vehicle will be replaced every three (3) years or after 60,000 km (whichever occurs first) with a new vehicle

ii. The Vehicle may be used by the Employee for full private use including any usage by spouses/partners.

iii. The Employee may elect to have the Vehicle fitted with a mobile VHF radio, bull bar, tow bar and spotlights at the Employer's cost.

iv. The Employer will meet the full running costs (including but not limited to fuel, maintenance, road tax, insurance etc.) of the Vehicle.

b) A vehicle allowance of $28,000 per annum with an option to salary sacrifice a vehicle through a novated lease.

28. Travel

28.1 The Employer will reimburse all reasonable expenses of the Employee who travels on official Port business including and not limited to travel, accommodation, meals and incidental expenses.

29. Relocation Expenses

29.1 Where an Employee is recruited from a location that is 150 kilometres outside the port where the Employee is appointed to reside, the Employer shall pay the relocation expenses according to the following:

a) On Appointment:

i. Airfares for the Employee and family from the place of residence to the port of appointment.

ii. One 20' (TEU) container for furniture and effects.

iii. One motor vehicle

iv. 6 weeks accommodation in a fully furnished 3-bedroom apartment.

v. 8 weeks storage of container at an appropriate storage facility.

b) Repayment to Employer in the event of resignation:

i. Should the Employee resign before two years of service are completed, the Employee shall reimburse the Employer, pro rata, the relocation expenses.

c) Redundancy with under two (2) years' service:

Should an Employee be made redundant having completed less than (2) years of service, the Employer shall pay for the relocation expenses to the nearest capital city from where the employee was recruited as follows:

i. Airfares for the employee and family.

ii. One 40 (TEU) container for furniture and effects.

iii. One motor vehicle.

30. Professional Association

30.1 The Employer shall reimburse an Employee up to six hundred (600) dollars per annum for one professional membership, provided that the membership is with a professional body relevant to the vocation of a Marine Pilot.

31. Personal Health and Fitness

31.1 The Employer will reimburse the costs, up to a maximum reimbursement amount of $299 including GST, associated with a health and fitness membership (yoga, gymnasium, pool etc.) per FBT year (1 April to 31 March) for all Employees covered by this Agreement to promote a healthy lifestyle.

31.2 The cost of the single membership must be for the Employee and not a family member. However, where a family membership is purchased, which includes the Employee, the Employer shall reimburse the Employee a portion of the family membership based on the corresponding equivalent of up to 50% of the cost of any single membership or $299 including GST, whichever is less.

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

Part 4 – Hours of Work, Rosters and Non-Rostered Days

32. Principles

32.1 The Employees agree to manage their time in accordance with the principles outlined in the relevant Marine Pilot Fatigue Management Plan. Fatigue Management Plans will be made available on the Employer's intranet.

33. Rosters

33.1 Subject to the Port maintaining Staffing Levels set out in clause 35, the employees will work on a regular roster that maintains flexibility and ensures the conditions outlined in clause 11 (Port Coverage) and clause 48 (Fatigue Management) are complied with. The roster will be managed by the Harbour Master and Pilots to ensure these requirements are met. The agreed roster structure will be entered into the payroll system for roster management and leave scheduling purposes.

33.2 The Port of Bunbury roster will be structured to ensure that at least two (2) Marine Pilots are rostered on duty at all times. The roster will be maintained to ensure there is no additional cost to customers or the business for annual leave or training.

34. Hours of Work

34.1 Full-time Employees may work up to an average of eighty hours (80) per fortnight, consisting of both Ordinary Hours as set out in clause 8.3 and reasonable additional hours.

34.2 Casual Employees will not be guaranteed any hours of work on a regular basis. For each engagement, a Casual Employee will be entitled to a minimum engagement period of eight (8) hours.

35. Staffing Levels

35.1 Staffing Levels are sufficient to provide adequately rested pilots to perform all pilotage movements.

35.2 The five-year forecast for each Port shall be reviewed annually to help inform any adjustments to staffing levels. The review shall consider any sustained increases in shipping as well as take into consideration the time and effort required to train a Marine Pilot.

35.3 The Staffing Levels in each port shall be guided by the number of Shipping movements (Shipping Movements) performed on an annual basis and are set out in the following table:

Number of Shipping Movements	Number of Licenced Marine Pilots (excluding Harbour Master) *
0 - 100	1 Marine Pilot & 1 Relief Pilot
101 - 300	2 Marine Pilots
301 - 600	3 Marine Pilots
601 - 900	4 Marine Pilots
901 - 1200	5 Marine Pilots

For each additional 250 movements	1 additional Marine Pilot

*The above Pilot numbers do not include Casual Employees.

Part 5 – Leave Entitlements

36. Annual Leave

36.1 An Employee shall accrue thirty-five (35) rostered days of Annual Leave on full pay for each year of continuous service including periods of Annual Leave and Public holidays.

36.2 Annual leave shall be calculated on a pro-rata calendar year basis commencing on the first day of employment with the Employer.

36.3 Annual Leave must be taken from time to time as permitted by the Employer in order to best accommodate the safe and efficient operation of the Port.

36.4 Annual Leave may be taken during the calendar year in which it accrues but the time during which the leave may be taken is subject to the approval of the Employer.

36.5 Employees are required to take at least four (4) weeks annual leave after eighteen (18) months employment and thereafter to use a minimum of four (4) weeks leave per annum.

36.6 Notwithstanding the above, the Employer may direct an Employee to take up to a quarter of their accrued Annual Leave entitlement where the Employee has accrued more than eighty-four (84) days Annual Leave, and the Employer gives at least eight (8) weeks' notice of the requirement.

36.7 By written agreement with the Employer, an Employee may elect to cash out part of his/her accrued Annual Leave entitlement provided that the Employee maintains a minimum of four (4) weeks accrued leave.

36.8 Annual Leave Loading is incorporated in the salaries provided in this Agreement.

37. Personal/Carers Leave

37.1 Employees will be entitled to Paid Personal/Carers Leave in accordance with the NES and as set out herein, when they are absent due to:

a) personal illness or injury; or

b) for the purposes of caring for an Immediate Family Member, Household Member or Close Relative who is sick or injured or have an unexpected emergency and require the Employee's care and support.

37.2 Employees shall accrue Personal/Carers Leave at the rate of ten (10) days per annum.

37.3 The number of days of Personal/Carers Leave which may be granted, without production of a Medical Certificate or Statutory Declaration as defined in clause 7, shall not exceed an aggregate of ten (10) days in any one (1) calendar year.

37.4 If an Employee is unfit for duty as a consequence of an illness or injury, the Employee shall inform the Employer, or arrange for the Employer to be so informed, forthwith and shall as soon as reasonably possible thereafter and make a formal application for Personal/Carers Leave to cover the absence from duty.

37.5 Where an Employee suffers illness or injury during a period of Annual Leave, or during a period of Long Service Leave of at least fourteen (14) consecutive days and complies with the notice and evidence requirements under this Agreement, the Employee may elect to

have the affected period reclassified as paid Personal/Carer's Leave. Any period of Annual Leave or Long Service Leave reclassified in this way will be re-credited to the Employee to the equivalent value of the paid Personal/Carer's Leave taken.

37.6 Where an Employee is duly absent on account of illness or injury, the Employee may elect, with the approval of the Employer, to convert any part of the Employee's entitlement of Personal/Carers Leave on full pay to Personal/Carers Leave on half pay. For example, if an Employee elects to take Personal/Carers Leave at half pay, one (1) day of Personal/Carers Leave at full pay would convert to two (2) days of Personal/Carers Leave at half pay.

37.7 An Employee who is unable to resume duty on the expiration of an approved period of Personal/Carers Leave shall thereupon apply for a further period of Personal/Carers Leave and any such application shall be supported by a Medical Certificate or Statutory Declaration as defined in clause 7.

37.8 The Employer may require an Employee to provide proof to satisfy the Employer of the relationship between the Employee and the person that they are taking Carer's Leave to provide care and support for.

37.9 Where the Employer has occasion to doubt the case of illness or injury or the reason for the absence, he may send a registered Medical Practitioner to attend on and examine the Employee or may direct the Employee to attend the Medical Practitioner for examination.

37.10 If the repot of the Medical Practitioner does not confirm that the Employee is ill or injured, or if the Employee is not available for examination at the time of the visit of the Medical Practitioner or the Employee fails without reasonable cause to attend the Medical Practitioner when directed to do so, the fee payable for the examination, appointment or visit shall be paid by the Employee.

37.11 An Employee who is duly absent on leave without pay is not eligible for leave of absence on account of illness or injury under this clause during the currency of that leave without pay.

37.12 This clause shall not apply where the Employee is entitled to compensation under the Workers' Compensation and Injury Management Act 1981.

37.13 Paid Personal/Carers Leave is not applicable to Casual Employees.

38. Compassionate Leave

38.1 Employees are entitled to three (3) days Compassionate Leave per occasion (in accordance with the NES, and as outlined in this clause) where:

a) a member of their Immediate Family, Household or Close Relative:

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 has 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.

38.2 Casual Employees are entitled to the Compassionate Leave set out in clause 38, however the Leave period will be unpaid.

38.3 In order to be entitled to Compassionate Leave the Employee must provide the Employer with evidence to satisfy a reasonable person. 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.

39. Community Services Leave

39.1 Employees are entitled to Community Service Leave, in accordance with the National Employment Standard and relevant State Legislation, to attend:

a) jury service; or

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

39.2 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.

39.3 Where the Employee:

a) is required to attend jury service, the Employee will be paid the difference between their annual salary for ordinary hours and the amount received for Jury Service; or

b) attends a voluntary emergency management activity, the Employee will be paid at their annual salary for ordinary hours the Employee was scheduled to work.

c) To be entitled to Community Service Leave, Employees must provide proof to satisfy the Employer that the Employee has been or will be engaged in an eligible Community Service Activity. For Employees on jury service, they are also required to provide an attendance certificate.

40. Parental Leave

40.1 After twelve (12) months continuous service with the Employer, Employees are entitled to Parental Leave in accordance with the Employer's Parental Leave procedure.

40.2 In summary, the entitlement to Parental Leave is up to twelve (12) months unpaid Parental Leave and 12 weeks (within the 52-week parental leave period) may be paid parental leave to an Employee who is the primary care giver.

41. Study Leave

41.1 At the discretion of the Employer, the Employee may be granted time off with pay for Part-Time study purposes.

41.2 Time off with pay may be granted up to a maximum of five (5) hours per week including travelling time where subjects of approved courses are available during normal working hours.

41.3 The Employee shall be granted sufficient time off with pay to travel to and sit for the examinations of any approved course of study.

41.4 In every case the approval of time off to attend lectures and tutorials will be subject to:

a) the Employer's convenience;

b) the course being undertaken on a part-time basis;

c) undertaking an acceptable formal study load in their own time;

d) the course being relevant to the Employee's career with the Employer; and

e) making satisfactory progress with their studies.

41.5 Leave of absence will be granted at the annual salary rate.

42. Family and Domestic Violence Leave

42.1 The Employer recognises that Employees may be affected by situations of Family and Domestic Violence, whether directly or through the need to provide care and support to an Immediate Family Member. The Employer is committed to supporting Employees in these circumstances, acknowledging that such situations may impact attendance, performance, and wellbeing at work.

42.2 Family and Domestic Violence means violent, threatening or other abusive behaviour by a Close Relative of an Employee, a Member of an Employee's Household, or a current or former intimate partner of an Employee.

42.3 General measures in relation to the management of Family and Domestic Violence include:

a) Proof of Family and Domestic Violence may be required and can be in the form of an agreed document issued by the Police Service, a Court, a doctor, a Family and Domestic Violence Support Service or lawyer.

b) All personal information concerning Family and Domestic Violence will be kept confidential. No information will be kept on an Employee's personal file without their express written permission.

c) No adverse action will be taken against an Employee if their attendance or performance at work suffers as a result of experiencing Family and Domestic Violence.

d) The Employer's contact will be a nominated member of the HR department who will have skills and knowledge in managing Family and Domestic Violence and privacy issues.

e) An Employee experiencing Family and Domestic Violence may raise the issue with their immediate supervisor or the nominated human resources representative. The supervisor may seek advice from the nominated human resources representative if the Employee chooses not to make contact with the human resources department.

f) Where requested by an Employee, the nominated human resources representative will liaise with the Employee's supervisor on the Employee's behalf, and will, in consultation with the Employee, make a recommendation on the most appropriate form of support.

42.4 An Employee experiencing Family and Domestic Violence or who has an Immediate Family Member who is experiencing Family and Domestic Violence requiring the Employees

support, will have access to ten paid (10) days per year of paid special leave for medical appointments, legal proceedings and other activities related to Family and Domestic Violence. This leave will be in addition to existing leave entitlements and may be taken as consecutive or single days or as a fraction of a day and can be taken without prior approval. Additional leave may be drawn from an Employee's available accrued Personal/Carers Leave balance.

42.5 An Employee experiencing Family and Domestic Violence may be referred (with their consent) to the Employee Assistance Program (EAP) and/or other local resources. The EAP shall include professionals trained specifically in Family and Domestic Violence.

Confidentiality

42.6 All personal information concerning Family and Domestic Violence will be kept confidential in line with the Employers policy and procedures and relevant legislation.

42.7 No information in relation to a Family and Domestic Violence matter will be kept on an Employee's personal file without their express written permission.

42.8 No adverse action will be taken against an Employee if their attendance or performance at work suffers as a result of experiencing Family and Domestic Violence.

Responsibility

42.9 An Employee experiencing Family and Domestic Violence may raise an issue with their immediate supervisor or a member of the HR team. The supervisor may seek advice from a member of the HR team if the Employee chooses not to see a member of the HR team.

42.10 Where requested by an Employee, a member of the HR team will liaise with the Employee's supervisor on the Employee's behalf, and will, in consultation with the Employee, make a recommendation on the most appropriate form of support.

42.11 An Employee experiencing Family and Domestic Violence will be referred, with their consent, to the EAP and I or other local resources. The EAP shall include professionals trained specifically in Family and Domestic Violence.

43. Accruals

43.1 Accruals (of Personal Leave, Annual Leave and Long Service Leave) are averaged over the roster cycle so that accruals are the same for each fortnightly pay period.

Part 6 – Termination & Redundancy

44. Termination of Employment

44.1 Except where the Employer approves of a shorter period of notice, an Employee shall give the Employer written notice of resignation of not less than one (1) month, or payment in lieu of notice to the extent that the period worked falls short of the notice given.

44.2 The Employer may terminate the service of any permanent Employee by one (1) month's notice given in writing or greater notice as required by the Fair Work Act 2009.

44.3 The foregoing provisions of this clause do not affect the Employer's right to dismiss the Employee without notice for serious misconduct and in such a case the salary of the Employee shall be paid up to the time of dismissal only.

44.4 Prior to reaching any decision to terminate the employment of an Employee on grounds other than would justify summary dismissal, the Employer must:

a) inform the Employee that the termination of their employment is being considered;

b) advise the Employee of the reasons for the intended termination;

c) provide the Employee with an opportunity to show cause why their employment should not be terminated;

d) Give the Employee reasonable time to respond and the Employee shall be provided with details of any relevant material upon which the Employer intends to rely;

e) Allow the Employee who wishes to be represented, at the request of the Employee, to be represented by a workplace representative, an officer of the AMOU, or other representative selected by the Employee; and

f) Ensure that any request by the Employee to meet and discuss the matter shall not be unreasonably refused.

44.5 Where the Employer seeks to terminate the service of an Employee in accordance with clause 44.2, above, upon written request, the Employee shall be supplied with a written statement setting out details of the incident, circumstances, events or matters upon which the decision was based.

44.6 When Shipping Movements at either the Port of Bunbury or the Port of Esperance fall below the thresholds set out in clause 35 - Staffing Levels, the Employer may decide to reduce the Staffing Levels to the Levels prescribed. Redundancies shall be offered according to the process described in clause 45 - Redundancy.

45. Redundancy

45.1 In the event of redundancy, an Employee is entitled to four (4) weeks' salary for each year of continued employment to a maximum payment, excluding payment in lieu of notice, of forty (40) weeks' pay, commencing at the day of appointment. For the purposes of defining continued employment, this shall mean from the date of first commencing employment with the Employer in any capacity providing such continued employment has not been broken by the resignation of the Employee who subsequently was employed in another organisation.

Voluntary Redundancy Offers

45.2 Voluntary Redundancies will be offered according to length of service, with the longest serving Employee being offered redundancy first, and so on until the reduction of staff has occurred. The Employer will then make a payment equal to the accrued redundancy entitlement plus the salary provided for in the notice of termination clause of this Agreement.

Forced Redundancy

45.3 If no Employee takes up the voluntary redundancy offer, then the Employer may make the Employee of their choice redundant by making a payment equal to the accrued redundancy entitlement plus the salary provided for in the notice of termination clause of this Agreement.

Part 7 – Consultation & Dispute Resolution

46. Consultation Regarding Major Workplace Change

46.1 This term applies if the Employer:

a) has made a definite decision to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the employees; or

b) proposes to introduce a change to the Regular Roster or Ordinary Hours of Work of Employees.

46.2 For a major change/s referred to in clause 46.1a):

a) the Employer must notify the relevant Employees of the decision to introduce the major change; and

b) clauses 46.3 to 46.9 apply.

46.3 The relevant Employees may appoint a representative for the purposes of the procedures in this term.

46.4 If:

a) a relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation; and

b) the Employee or Employees advise the Employer of the identity of the representative; then

c) the Employer must recognise the representative.

46.5 As soon as practicable after making its decision, the Employer must discuss with the relevant Employees:

a) the introduction of the change; and

b) the effect the change is likely to have on the Employees; and

c) measures the Employer is taking to avert or mitigate the adverse effect of the change on the Employees; and

d) for the purposes of the discussion-provide, in writing, to the relevant Employees:

i. all relevant information about the change including the nature of the change proposed; and

ii. information about the expected effects of the change on the Employees; and

iii. any other matters likely to affect the employees.

46.6 However, the Employer is not required to disclose confidential or commercially sensitive information to the relevant Employees.

46.7 The Employer must give prompt and genuine consideration to matters raised about the major change by the relevant Employees.

46.8 If a term in this Agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the Employer, the requirements set out in clause 46.3, clause 46.2a) and clause 46.5 are taken not to apply.

46.9 In this clause, a major change is likely to have a significant effect on Employees if it results in:

a) the termination of the employment of Employees; or

b) major change to the composition, operation or size of the Employer's workforce or to the skills required of Employees; or

c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or

d) the alteration of hours of work; or

e) need to retrain Employees; or

f) the need to relocate Employees to another workplace; or

g) the restructuring of jobs.

46.10 For a change referred to in clause 46.1b):

a) the Employer must notify the relevant Employees of the proposed change; and

b) clauses 46.11 to 46.15 apply.

46.11 The relevant Employees may appoint a representative for the purposes of the procedures in this term.

46.12 If:

a) a relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation; and

b) the Employee or Employees advise the Employer of the identity of the representative; then

c) the employer must recognise the representative.

46.13 As soon as practicable after proposing to introduce the change, the Employer must:

a) discuss with the relevant Employees the introduction of the change; and

b) for the purposes of the discussion-provide to the relevant Employees:

c) all relevant information about the change, including the nature of the change; and

d) information about what the employer reasonably believes will be the effects of the change on the Employees; and

e) information about any other matters that the Employer reasonably believes are likely to affect the Employees; and

i. invite the relevant Employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).

46.14 However, the Employer is not required to disclose confidential or commercially sensitive information to the relevant Employees.

46.15 The Employer must give prompt and genuine consideration to matters raised about the change by the relevant Employees.

46.16 In this clause:

a) relevant Employees means the Employees who may be affected by a change referred to in clause 46.1.

47. Dispute Settlement Procedure

47.1 The following provisions shall apply to any dispute between an Employee and the Employer about any matter arising under this Agreement or in relation to the National Employment Standards.

a) the Employee(s) will discuss the question, dispute or difficulties with the Supervisor or other nominated representative of the Employer, who will attempt to resolve the issue;

b) if the matter is not resolved, the matter will be referred to the most senior human resources representative of the Employer or other nominated representative who will attempt to resolve the issue;

c) 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 FWC for mediation or conciliation;

d) if the matter remains unresolved, then either party may request that it be dealt with by arbitration.

47.2 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.

47.3 At all times whilst a question or dispute is being progressed work will continue normally.

Part 8 – Other Employment Matters

48. Fatigue Management

48.1 Where variations to the roster are made to meet operational requirements, the variations must not impact negatively on an Employee's level of fatigue in accordance with the requirements of the relevant Marine Pilot Fatigue Management Plan.

49. Training

49.1 The Parties to this Agreement are committed to external, industry and enterprise training to achieve:

a) Higher skills relevant to the needs of the Employer including the acquisition of Pilot Licences for ports other than the port to which the pilot was originally appointed.

b) multi-skilling to the level required for the operational efficiency and flexibility;

c) a career path within the Employer;

d) re-training to maintain pre-existing skills;

e) adjustment to technological change; and/or

f) Greater efficiency and job satisfaction.

49.2 All costs associated with standard fees, prescribed text books and materials incurred by the Employee in connection with training required by the Employer shall be reimbursed upon the production of receipts.

49.3 Travelling costs incurred by the Employee undertaking training required by the Employer which exceed those normally incurred in travelling to and from work shall be reimbursed.

49.4 Specifically, the Employer is committed to offering Employees a range of training that is relevant to the role of Marine Pilot.

The standard of continual professional development training courses which shall be provided to each pilot are listed in clause 50 - Continual Professional Development.

50. Continual Professional Development

50.1 The minimum training for the purposes of this schedule are as follows:

a) Prior to obtaining unrestricted licence:

i. Bridge Resource Management

ii. Manned Models - Port Ash

iii. Emergency Ship handling at Fremantle Simulator Centre.

b) After obtaining unrestricted licence:

Course
Bridge Resource Management
Manned Models - Port Ash
Advanced Marine Pilot Training
Incident Controller Oil Spill Response (AMSA Approved)
Master Class 1 Revalidation
Emergency Ship handling Fremantle Simulation Centre

51. Uniforms

51.1 Uniforms will be supplied in accordance with Employer policy except where the Parties agree that for safety or comfort reasons it is necessary to depart from the policy but subject at all times to the Employees displaying the Employer's logo.

51.2 Uniforms shall be replaced on a "fair wear and tear" basis as is considered necessary.

51.3 The Employer may require uniforms to be worn at all times when considered necessary.

52. Protective Clothing

52.1 The Employer shall provide, and the Employee shall wear appropriate personal protective clothing, personal protective equipment and personal flotation devices as are necessary to assure the safety of pilots during pilotage operations, recognising the risks associated with the task. All safety equipment and PPE shall be consistent with the Employer's Safety Department requirements but shall not be of a lower standard than is currently provided.

52.2 The Employer will purchase all clothing and protective gear through local suppliers, where possible.

53. Medical Standards

53.1 The Medical Standards that will apply to each Employee employed by the Employer will be those contained in the Port Authorities Act and associated Regulations.

54. Marine Pilot Qualification

54.1 The minimum qualification for a Marine Pilot shall be a valid certificate of competency as Master Unlimited (STCW), or an equivalent certificate issued by the relevant Authority of a flag state that is party to the STCW Convention 1978, as amended.

55. Compensation for Pilot's Loss of Certificate of Competency

55.1 A Permanent Employee engaged as a Marine Pilot who is unable to perform the Marine Pilot duties required by the Employer — including where the Employee has been refused revalidation of their Certificate of Competency by the appropriate authority as a result of failing to meet the medical requirements prescribed under the *Navigation Act* or any regulations or orders made under that Act — and who has otherwise satisfactorily performed the duties appropriate to the certificate in question or any other certificate held, and who is found, following further medical examination, to

a) Be permanently unable to carry out the duties of a Marine Pilot and to revalidate a certificate of competency; or

b) Comply with the said medical requirements and / or to be capable of carrying a certificate;

c) will be entitled to compensation in the manner and on the conditions set out below.

Age	Compensation in Months
Aged 30-35	21 months salary
Aged 35-40	18 months salary
Aged 40-45	15 months salary
Aged 45-50	12 months salary
Aged 50-55	9 months salary
Aged 55-60	6 months salary
Aged 60-65	3 months salary

55.2 A permanent Employee will not be entitled to the above benefit if;

a) they die,

b) their failure to comply with the prescribed medical requirement arises from any of the following;

i. Self-inflicted or self-induced illness or injury; or

ii. An illness or injury suffered while they are voluntarily involved in or in connection with any activity for financial reward or gain or which unnecessarily subjects them to risk of injury and which activity is substantially unrelated to their employment under this agreement, or

iii. They are offered suitable alternative employment.

55.3 A permanent Employee will not be entitled to receive the benefits under this part more than once. For the purpose of this part, "illness or injury" will include, but not be limited to a disease, disability, disorder or incapacity.

56. Workplace Delegates Rights

56.1 Clause 56 provides for the exercise of workplace delegates as set out in Section 350c of the FW Act.

56.2 NOTE: Under Section 350c(4) of the FW Act, the Employer is taken to have afforded a workplace delegate the rights mentioned in Section 350c(3) if the Company has complied with clause 56.

56.3 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.

56.4 Before exercising entitlements under clause 56, 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.

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

Right of representation

56.6 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

56.7 A workplace delegate may communicate with eligible employees for the purpose of representing their industrial interests under clause 56.6. This includes discussing membership of the delegate's organisation and representation with eligible employees.

56.8 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

56.9 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.

56.10 The employer is not required to provide access to or use of a workplace facility under clause 56.9a) 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

56.11 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.

56.12 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.

56.13 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.

56.14 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.

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

56.16 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.

56.17 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 56

56.18 A workplace delegate's entitlements under clause 56 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) or hinder, obstruct or prevent eligible employees exercising their rights to freedom of association.

56.19 Clause 56 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.

56.20 Clause 56 does not require an eligible employee to be represented by a workplace delegate without the employee's agreement.

56.21 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 56.

56.22 Definitions for the purposes of clause 56.

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

Schedule A – Classifications

57. Trainee Marine Pilot

57.1 A Trainee Marine Pilot is an Employee who is undergoing training and has not been issued a Restricted Pilot Licence which allows a Marine Pilot to pilot vessels in and out of a port.

58. Marine Pilot (restricted)

58.1 A Marine Pilot (restricted) is an Employee of the Southern Ports Authority who has been issued with a Restricted Pilot's Licence for a Port.

59. Marine Pilot (unrestricted)

59.1 A Marine Pilot (unrestricted) is an Employee of the Southern Ports Authority who has been issued with an Unrestricted Pilot's Licence for a Port.

60. Senior Marine Pilot

60.1 A Senior Marine Pilot is an Employee of the Southern Ports Authority who has been in possession of an Unrestricted Pilot Licence in a Port for a period of at least two (2) years.

61. Deputy Harbour Master

61.1 The Deputy Harbour Master is a Senior Marine Pilot, or if no Senior Marine Pilot is available, a Marine Pilot, appointed by the Board under Section 102(3) of the *Port Authorities Act 1999*. The Deputy Harbour Master is authorised under Section 102(4) of the Act to exercise all statutory functions of the Harbour Master.

62. Harbour Master

62.1 The Harbour Master is a Senior Marine Pilot, or if no Senior Marine Pilot is available, a Marine Pilot, appointed by the Board under Section 102(3) of the *Port Authorities Act 1999*. The Harbour Master is authorised under Section 103 of the Act to exercise all statutory functions of the Harbour Master.

Schedule B – Rates of Pay

63. Annual Salaries

Classification	1-Jul-25	1-Jul-26	1-Jul-27
Trainee Marine Pilot	$284,549.41	$293,085.89	$298,947.61
Marine Pilot (restricted)	$298,776.56	$307,739.85	$313,894.65
Marine Pilot (unrestricted)	$311,374.78	$320,716.02	$327,130.34
Senior Marine Pilot	$318,878.85	$328,445.21	$335,014.12
Deputy Harbour Master	$326,312.56	$336,101.93	$342,823.97
Harbour Master	$343,221.45	$353,518.09	$360,588.46

64. Casual Rates of Pay

64.1 The hourly Casual Rates of Pay below are inclusive of the twenty-five percent Casual Loading set out in clause 8.4a).

Classification	1-Jul-25	1-Jul-26	1-Jul-27
Casual Relief Marine Pilot	$191.63	$197.38	$201.33

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: 25/11/2025

Chief Executive Officer

Position

4/679 Murray St, West Perth WA 6005

Address

Post Code

For Employees

Signed on behalf of the Employees covered by this agreement

Signature of Employee Representative	BRENDAN REEVES Name of Employee Representative	Date: 25/11/25

INDUSTRIAL OFFICER

Authority to Sign (Position Title)

1 HIGH ST FREMANTLE

Address

6160

Post Code

SPA Marine Pilots Port of Bunbury_Port of Esperance Agreement 2025_Final

Final Audit Report 2025-11-25

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