



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Viterra Operations Pty Ltd T/A Viterra
(AG2024/1195)

VITERRA OPERATIONS PTY LTD BULK LOADING PLANTS ENTERPRISE AGREEMENT 2023

Agricultural industry

COMMISSIONER MCKINNON

SYDNEY, 8 MAY 2024

Application for approval of the Viterra Operations Pty Ltd Bulk Loading Plants Enterprise Agreement 2023

[1] Viterra Operations Pty Ltd T/A Viterra has applied for approval of a single enterprise agreement known as the *Viterra Operations Pty Ltd Bulk Loading Plants Enterprise Agreement 2023* (the Agreement).

[2] On the papers and having regard to the Statement of Principles¹, I am satisfied that each of the requirements of ss.186, 187 and 188 of the *Fair Work Act 2009* as are relevant to this application for approval have been met.

[3] The Agreement is approved and will operate from 15 May 2024. The nominal expiry date of the Agreement is 6 November 2026.

[4] The Agreement covers the Construction, Forestry and Maritime Employees Union.



COMMISSIONER

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<AE524552 PR774642>

¹ *Fair Work (Statement of Principles on Genuine Agreement) Instrument 2023.*

Enterprise Agreement made

BETWEEN: Viterra Operations Pty Ltd

AND: Employees of Viterra Operations Pty Ltd Bulk Loading Plants

The terms and conditions agreed between the parties are:

Part 1 - Application and Operation of an Agreement

Clause 1.1 - Title

This Enterprise agreement will be known as Viterra Operations Pty Ltd Bulk Loading Plants Enterprise Agreement 2023 ('Agreement').

Clause 1.2 - Application

The Agreement will be binding upon:

- (1) Viterra Operations Pty Ltd (ABN: 88 007 556 256); and
- (2) All Employees of the Viterra Operations Pty Ltd Bulk Loading Plants, who are paid in accordance with Appendix 5; and
- (3) It is also intended that upon approval of the Agreement by Fair Work Commission, the Maritime Union of Australia ("Union") will be covered by the Agreement.

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Clause 1.4 - Term of Agreement

- 1.4.1 This Agreement will come into operation 7 days after approval by FWC and will remain in force until 6 November 2026 with no further claims for general wage increases or any other conditions of employment during the term of this agreement.
- 1.4.2 The Agreement will remain in operation after the nominal expiry date until replaced by another Agreement or terminated in accordance with the Fair Work Act 2009.

Clause 1.5 - Definitions

For the purposes of this Agreement:

‘Act’	means Fair Work Act 2009
‘FWC’	means Fair Work Commission
‘Company’	means Viterra Operations Pty Ltd (Viterra)
‘Employee’	means an employee of the Company who is employed under the terms and conditions of this Agreement
‘Worked’	means physically worked
‘Agreement’	means this Agreement
‘Association’	means the Maritime Union of Australia (Union)

‘Assessor’	means a person deemed competent in the task being assessed in line with Legislation if appropriate
‘Viterra Management’	shall mean the Viterra Manager or his / her nominee
‘Immediate Family’	means <ul style="list-style-type: none"> • a spouse, child, parent, grandparent, grandchild or sibling of the Employee; or • a child, parent, grandparent, grandchild or sibling of a spouse of the Employee;
‘Spouse’	includes: <ul style="list-style-type: none"> • a former spouse; • a de facto spouse; • a former de facto spouse.
‘NES’	National Employment Standards

Part 2 - Ambit and Relationships

Clause 2.1 - Ambit and Relationship to other Industrial Instruments

This Agreement shall:

- 2.1.1 Provide a complete and final resolution of all matters relating to Viterra Grain operations and employment arrangements for Employees working at the Viterra BLP Terminals.
- 2.1.2 Supersede any other Agreement / Memorandum of understanding / Exchange of Correspondence or Work practices / Award / Arrangements, written or unwritten, which applied prior to the introduction of this Agreement and which regulated terms and conditions of employment of Employees defined by or now employed under this Agreement.
- 2.1.3 For the purposes of the Better Off Overall Test, the applicable Award is the *Stevedoring Industry Award 2020*.
- 2.1.4 Be read and interpreted in conjunction with the National Employment Standards (NES). Where there is an inconsistency between this Agreement and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency.

Clause 2.2 - Intent and Objectives

The objectives of this Agreement are to:

- 2.2.1 Ensure that the parties are compliant with this Agreement;
- 2.2.2 Create a co-operative and safe work environment;
- 2.2.3 Provide a more flexible and adaptable work practices to meet client needs;
- 2.2.4 Establish more effective communication between the Company, its clients and its Employees;
- 2.2.5 Be better trained, multi skilled and provide for a flexible workforce;

- 2.2.6 Improve job security, career paths and employment opportunities;
- 2.2.7 Maintain a high standard of occupational health, safety and welfare, environmental responsibilities;
- 2.2.8 Increase productivity to improve the quality of the Company's product and services;
- 2.2.9 Ensure that the Company improves its operational systems and procedures; and
- 2.2.10 Introduce new technology and associated changes, where appropriate to maintain and enhance the Company's competitiveness in both Australian and overseas markets.

Clause 2.3 - Introduction and Purpose

2.3.1 The purpose of this Agreement is to establish:

- 2.3.1.1 A work culture where there is a constructive, positive and consultative approach to Industrial Relations in the workplace;
- 2.3.1.2 A clear commitment from all parties to increase efficiency and productivity in a safer and more congenial work environment where training and skill development are integral parts of those aims;
- 2.3.1.3 The working environment which provides security of tenure and potential for increased employment, better wages, conditions and overall benefits to the Company and its Employees

Clause 2.4 - Freedom of Association

2.4.1 The Company and Union will meet all its obligations under the Act, as varied from time to time

Clause 2.5 - Workplace Union Delegates Rights

- 2.5.1 The Company will treat delegates fairly and allow them to perform their role as union delegate without any discrimination in their employment. The Employer recognises and respects that endorsed union delegates speak on behalf of union members in the workplace.
- 2.5.2 Nothing in this Clause authorises the delegate to prejudice non-members in their employment or authorises the Employer to discriminate against non-members.

Part 3 - Consultation and Dispute Resolution

Clause 3.1 - Consultative Mechanism

- 3.1.1 The parties agree that the effective operation of this Agreement is dependent on the continuation of the established Consultative Structures within the workplace.
- 3.1.2 The principal Consultative Structure is the Viterra Bargaining Unit.
- 3.1.3 The Viterra Bargaining Unit will consist of:

- 3.1.3.1 Employer representatives nominated by the Company;
- 3.1.3.2 Elected members from the BLP operators from the workforce from each location;
- 3.1.4 A party may appoint another person, organisation or association to accompany or represent them.
- 3.1.5 The Viterra Bargaining Unit will receive the appropriate training, which will be discussed and approved by the parties involved. Viterra Management shall be responsible for arranging and conducting meetings of the Viterra Bargaining Unit.
- 3.1.6 Meetings are to be held once every six months and as required.

Clause 3.2 - Dispute Resolution

- 3.2.1 The objectives of the procedure are to promote the resolution of disputes by consultation, co-operation and discussion, to reduce the level of industrial confrontation and to avoid interruption to the performance of work and the consequential loss of production and wages.
- 3.2.2 While the dispute resolution procedure is being followed, work will continue normally in accordance with the current work practices that existed before the dispute was identified.
- 3.2.3 The parties are committed to following this procedure in relation to the interpretation or application of this Agreement or the National Employment Standards, or any other matter arising in the course of employment. Depending on the issues up to four stages of discussion will apply:

Stage 1 The Employee/s concerned over any issue shall first refer the grievance to their immediate supervisor. If the matter is not resolved satisfactorily then stage 2 may be implemented.

Stage 2 The Employee (and/or their requested representative) shall discuss the issue with the Manager with the view to resolving the grievance at a local level. If the matter is not resolved satisfactorily then stage 3 may be implemented.

Stage 3 Management shall seek assistance from the Company in an effort to resolve the conflict. If the matter is not resolved satisfactorily then stage 4 may be implemented.

Stage 4 In circumstances where the Parties cannot resolve any issues in dispute, reference may be made by any party to FWC for conciliation or arbitration.

- 3.2.4 A party to the dispute may appoint another person, organisation or association or the Maritime Union of Australia to accompany or represent them.
- 3.2.5 Reasonable time will be given for all parties to raise concerns or respond.

Clause 3.3 - Introduction to Change

- 3.3.1 Where the Company has made a definite decision to implement changes in production, program, organisation, structure or technology that are likely to have significant effects on Employees, it will as soon as practicable notify the Employees who may be affected by the proposed changes and their Union(s).
- 3.3.2 "Significant Effects" include termination of employment; major changes in the composition, operation or size of the Employer's workforce or in the skills required; the elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work; the permanent transfer of Employees to other work locations; the need for retraining or the restructuring of jobs. Provided that where this agreement makes provision for alteration of any of the matters referred to herein an alteration will be deemed not to have significant effect.
- 3.3.3 The Company will discuss with the Employees affected and their Union(s), among other things, the introduction of the changes referred to in clause 3.3.2, the effects the changes are likely to have on Employees, measures to avert or mitigate the adverse effects of such changes on Employees and will give prompt consideration to matters raised by the Employees and/or their Unions in relation to the changes.
- 3.3.4 The discussions will commence as early as practicable after a definite decision has been made by the Company to make the changes referred to in clause 3.3.1.
- 3.3.5 For the purposes of the discussions, the Company will provide in writing to the Employees concerned and to their Union(s), all relevant information about the changes including the nature of the changes proposed; the expected effects of the changes on Employees and any other matters likely to affect Employees provided that the Company will not be required to disclose confidential information of which, when looked at objectively, would be inimical to the Company's interest.

Clause 3.4 - Consultation about Change to Roster or Hours of Work

- 3.4.1 Where an Employer proposes to change an Employee's regular roster or ordinary hours of work, the Employer must consult with the Employee or Employees affected and their representatives, if any, about the proposed change.
- 3.4.2 The Employer must:
 - 3.4.2.1 Provide to the Employee or Employees affected and their representatives, if any, information about the proposed change (for example, information about the nature of the change to the Employee's regular roster or ordinary hours of work and when that change is proposed to commence);
 - 3.4.2.2 Invite the Employee or Employees affected and their representatives, if any, to give their views about the impact of the proposed change (including any impact in relation to their family or caring responsibilities); and

- 3.4.2.3 Give consideration to any views about the impact of the proposed change that are given by the Employee or Employees concerned and/or their representatives.
- 3.4.3 The requirement to consult under this clause does not apply where an Employee has irregular, sporadic or unpredictable working hours.
- 3.4.4 These provisions are to be read in conjunction with other Award provisions concerning the scheduling of work and notice requirements.

Part 4 - Employment Relationship and Related Matters

Clause 4.1 - Employment Categories

4.1.1 Permanent Full Time Employees

- 4.1.1.1 Permanent Full Time Employees are engaged for a minimum of 35 hours per week and are paid in accordance with Appendix 5 Permanent Full Time Employee.
- 4.1.1.2 The Employee workforce will consist of the following classifications:
- 4.1.1.2.1 Level 4 - BLP Supervisor.
- 4.1.1.2.2 Level 3 - BLP Operator (Trade)
- 4.1.1.2.3 Level 2 - BLP Operator
- 4.1.1.2.4 Level 1 - Trainee
- 4.1.1.3 The main duties of Permanent Full Time Employees will be the loading and unloading of ships and other tasks as operationally required within the skills, competence and trades of permanent Employees to achieve the *Total Hours Bank*.
- 4.1.1.4 Other terms and conditions of employment for Permanent Full Time Employees are attached as Appendix 2.
- 4.1.1.5 Maintenance tasks may be performed by those Employees with the trades and/or skills required.

4.1.2 Permanent Part Time Employees

- 4.1.2.1 Permanent Part Time Employees are engaged on a minimum guaranteed income as per Clause 4.1.2.2, they are selected and appointed by Viterra Management on individual skills and merit having due regard to the needs of the Company. They are flexible, multi-skilled, and are committed to providing a superior quality and cost- effective service in Viterra Operations.
- 4.1.2.2 A Permanent Part Time Employee is to be paid in accordance with Appendix 5. They will be offered a guaranteed minimum income:
- \$40,000.00 per annum from 11 November 2023

- \$41,200.00 per annum from 9 November 2024
- \$42,436.00 per annum from 8 November 2025

4.1.2.3 A record will be maintained of all hours worked and the Permanent Part Time Employees with the least hours worked will have preference to work provided they have the required skills to perform the task.

4.1.2.5 Permanent Part Time Employees will have preference of work over Casual Employees for the first full shift in a twenty four (24) hour period at their home port.

4.1.3 Casual Employees

4.1.3.1 Casual Employees are engaged on an hourly contract of hire with a minimum of four (4) hours per shift and shall be paid in accordance with those rates for Casual Employees outlined in Appendix 5, which includes a 25% Casual loading.

4.1.3.2 The Casual loading is to compensate for absence of paid annual leave, personal leave, public holiday, notice and severance entitlements. This loading will be excluded when calculating the overtime rate for Casual Employees.

4.1.3.3 Casual Employees will be entitled to unpaid compassionate leave and unpaid carer's leave.

4.1.3.4 Casual Employees will not be eligible for redundancy.

4.1.3.5 Management may elect to engage some or all Casual Employees from labour hire firms.

4.1.3.6 Casual employees may have the right to request Casual Conversion to Full Time or Part Time permanent employment as per Section 11.5 of the Stevedoring Industry Award 2020.

4.1.4 Trainees

4.1.4.1 Level 1 Trainees may be engaged on a Casual basis until deemed competent by an Assessor. The trainee will work as a supernumerary for each vessel during that time and at the end of this period, each trainee will be assessed for suitability. On the basis of that assessment, Management will make a decision about the possible permanent appointment of that Employee.

4.1.5 Shift Workers

4.1.5.1 Any Permanent Employee who is available to work on any shift Monday to Sunday and who actually attends to work as required from time to time on both Saturday and Sunday is deemed a Shift Worker, as defined in Section 22.3 of the Stevedoring Industry Award 2020.

Clause 4.2 - Flexibility

- 4.2.1 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 the following matter:
 - (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.
- 4.2.2 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.
- 4.2.3 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.
- 4.2.4 The Employer must give the Employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 4.2.5 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.

Clause 4.3 - Work arrangements

- 4.3.1 In order to maximise the flexibility of the whole workforce, there will be no artificial barriers or restrictive work practices preventing any Employee from performing any tasks within their competence.
- 4.3.2 In consultation and agreement, in any situation with the Employee/s concerned and Viterra Management, suitably qualified / trained Employees including supervisory / controller and Viterra personnel are able to work in the Terminal. Such Employees' remuneration while on this secondment will remain unchanged.

Clause 4.4 - Continuous Improvement

- 4.4.1 The Parties are committed to the implementation in the workplace of the concept of continuous enterprise improvement.
- 4.4.2 Continuous improvement is a process of achieving and implementing incremental change(s) by consultation and agreement between the parties to improve the quality, efficiency, safety and effectiveness of the Company's operations.

Clause 4.5 - Relationship to Company Policies and Procedures

- 4.5.1 This Agreement is supported by policies and procedures determined by Viterra as varied and amended. Such policies and procedures will not reduce the Employee's substantive entitlements contained in this Agreement but provide guidelines for the fair and efficient administration of the employment relationship.
- 4.5.2 In the event of an inconsistency between Company policies and this Agreement, this Agreement will prevail.

Clause 4.6 - Permanent Staff Supervisory Skill / Self Directed work Teams

- 4.6.1 All parties agree that they will work towards implementing self-directed work team principles into the workforce at the BLP.
- 4.6.2 Permanent staff are required to facilitate the work ethic and team spirit of the work group/Employees, with the aim to improve output and increase productivity, as well as being instrumental in the development and achievement of group objectives.
- 4.6.3 As part of their team role, Permanent Staff will have the responsibility:
 - 4.6.3.1 To assist in the planning, organisation, including allocation of labour, direction and control of the work group and other Employees.
 - 4.6.3.2 To assist in resolution of day to day problems/conflicts and decision making in the work group.
 - 4.6.3.3 To provide leadership necessary to create a climate to increase overall Employee motivation, attitude and morale.

4.6.3.4 To assist in coordinating and monitoring the workflow of the workgroup, and evaluate its output.

4.6.3.5 To support and assist Viterra Management to achieve the Company's objectives.

Clause 4.7 - Career Pathways

4.7.1 Any Employee employed in accordance with this Agreement will, when applying for a permanent position within the boundaries of this Agreement, be afforded the right to attend an interview for that position.

4.7.2 The company will take into account and consider people from within the company for the recruitment process, but reserves the right to base the recruitment decision on who is the best person for the role.

Clause 4.8 - Required Labour

4.8.1 The Company will commit to maintain the following Permanent labour numbers as a minimum

Port Adelaide	13
Full Time Employees	5
Part Time Employees	8
Port Giles	7
Full Time Employees	4
Part Time Employees	3
Port Lincoln	10
Full Time Employees	5
Part Time Employees	5
Wallaroo	8
Full Time Employees	4
Part Time Employees	4
Thevenard	10
Full Time Employees	6
Part Time Employees	4

4.8.2 The staff numbers identified in Clause 4.8.1 may be changed from time to time as a result of redundancy or the increasing of permanent numbers where permanent hours can be supported.

4.8.3 Viterra Management will determine, in consultation with BLP Supervisors, the number of Casual Employees that will be engaged and available to support the Permanent Employees.

Clause 4.9 - Grandfathering

4.9.1 Employees covered by this Agreement at the time notification of bargaining rights were issued for the 2012 Enterprise Agreement negotiations will maintain a Level 2 BLP Operator or their respective level whichever is higher in regard to the rate for cleaning as per clause 5.1.5.

Part 5 - Wages and related Matters

Clause 5.1 - Wage Rates and Hours Bank Related Matters

- 5.1.1 The Employee will receive a phased in increase to their base rate paid in the following increments:
- 9.5% from the 11 November 2023
 - 3% from the 9 November 2024
 - 3% from the 8 November 2025
- 5.1.2 Refer to Appendix 5 for the Wage Rates.
- 5.1.3 If the Employee is reclassified to a higher classification and/or rate of pay during the life of this Agreement, they will be informed in writing of their new classification and rate of pay.
- 5.1.4 Permanent Part Time Employees and Casuals not covered by the provisions of Clause 4.9.1 and who are engaged for cleaning duties for a full shift will be paid at the Level 1 rate in line with Appendix 5 for that shift.

Clause 5.2 - Allowances – see Appendix 5 for rates.

5.2.1 Consolidated Allowance

- 5.2.1.1 The payment of all industry and disability allowances is to be consolidated into one allowance.
- 5.2.1.2 The consolidated allowance will also include all commodities and will be for all purposes.
- 5.2.1.3 The Consolidated allowance has been absorbed into the annualised rate of pay for Permanent Employees. The rates of pay are inclusive of all allowances that may have been applicable in the past, other than allowances covered specifically in this agreement.

5.2.2 Leading Hand Allowance

- 5.2.2.1 BLP Operators Levels 2 & 3 will be paid an allowance as set out below for all hours worked when nominated by BLP Management as acting leading hand. This allowance will not be included in the calculation of overtime and will be paid in addition to the salary.

5.2.3 Higher Duties Allowance (Level 4)

May be paid when an Employee, nominated by Viterra Management, performs higher duties in a relief capacity. Nominated Employees will be paid a minimum of 7 hours a day of allowance, or for actual hours worked while filling the role of Supervisor, whichever is greater.

5.2.4 Meal Allowance

A Meal Allowance will be paid for each occasion where less than twelve (12) hours notice of the requirement to work overtime is given. Meal allowance will not be paid in cash but via entry through the payroll system.

5.2.5 Stevedoring Allowance

Employees will be paid an allowance for each hour worked when nominated by Management as Stevedore. Only one Stevedore will be nominated per shift per vessel. This allowance will not be included in the calculation of overtime and will be paid in addition to the salary.

5.2.6 Shipboard Loading Allowance

Employees will be paid an allowance when designated as a Black Box Operator or Hatch Person. This allowance will be paid from the ordering of grain to the parking of boom(s) at the completion of ship loading.

5.2.7 Ships Crane and Excavator in Hold

Employees will be paid an allowance for each hour while physically performing these duties. This allowance will not be included in the calculation of overtime and will be paid in addition to the salary.

5.2.8 Splashing and Trimming Allowance

Employees will be paid an allowance each hour while physically performing these duties. These allowances will not be included in the calculation of overtime and will be paid in addition to the salary.

Clause 5.3 - Payment of Wages

5.3.1 Wages will be paid by electronic funds transfer into an Australian Bank, Building Society, or Credit Union nominated by the Employee.

Clause 5.4 - Pay Period

5.4.1 The pay period will be from Saturday to Friday inclusive.

Clause 5.5 - Superannuation Guarantee

5.5.1 The Company will pay superannuation contributions on the Employee's behalf to the HostPlus Superannuation Fund in line with the Maritime Super Trust Deed Rules, Hostplus Rules, Hostplus Super Fund (RSE 1000054), unless the Employee is eligible to exercise their right to choose another fund for this purpose in accordance with the Superannuation Guarantee (Administration) Act 1992 and the Employee exercise such a choice, in which case the Company will make contributions to their chosen fund in accordance with the Company obligations under that Act.

5.5.2 The amount of such contributions for the Employee will be equal to the amount required to reduce the Company superannuation guarantee charge (under the Superannuation Guarantee (Administration) Act 1992) to nil.

5.5.3 The Company as a Full Participating Employer will pay an additional 0.45% of salary or wages as an insurance levy for Default Death and Default TPD insurance benefits in respect of members in Accumulation Basic and Accumulation Plus. The 0.45% is known as the Stevedore Insurance Levy.

Clause 5.6 - Calculation of Contributions and Salary Sacrifice

5.6.1 Permanent Full Time Employees

- 5.6.1.1 For all Permanent Full Time Employees, Employer contributions will be calculated as defined in the Rules of the Maritime Super Trust Deed within HostPlus in lieu of contributions calculated on the weekly annualised salary as prescribed in Appendix 5 of this Agreement.
- 5.6.1.2 Permanent Full Time Employees may elect to sacrifice into superannuation an amount of pre-tax wages to which the Employee is otherwise entitled under this Agreement. Options may also include salary sacrifice on: motor vehicles and/or additional superannuation contributions.
- 5.6.1.3 To exercise the election to salary sacrifice the Employee must enter into an agreement with Viterra by completing the appropriate forms.
- 5.6.1.4 Any paid leave during the normal course of employment payable to a Viterra Employee who has entered into a salary sacrifice agreement is to be calculated against the salary sacrificed rate.
- 5.6.1.5 All other salary based entitlements remain calculated on the salary rates outlined in Appendix 5.
- 5.6.1.6 Such salary sacrifice arrangements must be maintained for at least a twelve (12) month period.
- 5.6.1.7 Employees can elect to salary sacrifice their compulsory Superannuation contributions. The Employees will pay the pre-tax salary sacrifice component on the Employee Compulsory Contributions, this includes the Contributions tax.

5.6.2 Permanent Part Time Employees

- 5.6.2.1 Permanent Part Time Employees are eligible to join the HostPlus Maritime Division Accumulation Plus, by paying either 4.7% of their income before tax or 4% after tax as a compulsory contribution into the Scheme. The Employer contributions will be made in accordance with the Rules of the Maritime Super Trust Deed.
- 5.6.2.2 If a Permanent Part Time Employee exercises their right to choose another fund, Employer contributions paid into the scheme will be equivalent to the Super Guarantee on ordinary time earnings.

5.6.3 Casual Employees

- 5.6.3.1 For all Casual Employees eligible under the superannuation guarantee legislation, contributions will be based on their ordinary time earnings at the appropriate hourly classification rate, as prescribed in Appendix 5 of this Agreement

Part 6 - Hours of Work, Breaks, Overtime, Shift Work, Weekend Work and Public Holidays

Clause 6.1 - Hours of Work

- 6.1.1 The normal spread of ordinary hours will be:

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- | | | |
|---------|---------------|------------------|
| 6.1.1.1 | Port Adelaide | 7:00am – 11:00pm |
| 6.1.1.2 | Port Giles | 7:00am – 11:00pm |
| 6.1.1.3 | Wallaroo | 6:30am – 10:30pm |
| 6.1.1.4 | Port Lincoln | 7:00am – 11:00pm |
| 6.1.1.5 | Thevenard | 7:30am – 11:30pm |
- 6.1.2 For Permanent Full Time Employees, the method of operation is on an eight-hour block basis, and Viterra agrees that any hours worked in excess of eight (8) hours per day or thirty-five (35) hours per week will be deducted from the Total Hours Bank at overtime rates.
- 6.1.3 Employees may be rostered to start work at any time within the spread of ordinary hours.
- 6.1.4 Shifts or overtime will only be worked and paid when it is required by Viterra Management.
- 6.1.5 The Company and its Employees are committed to maintaining high standards of skills and Occupational Health and Safety on all shifts. To meet that commitment, subject to shipping requirements, each operational shift must include at least one (1) Employee with formally recognised skills as recognised in formal Company skills and training registers.
- 6.1.6 This includes but is not limited to:
- BLP Loading Supervisor Skills
 - Boom Operator skills
 - Stevedore (loading and discharge Skills)
 - Hatch Person Skills
 - Crane Driver Skills
 - Mechanical Plant Operator Skills
 - Hopper Operation skills
- 6.1.7 The method of operation relating to the use of shifts and or overtime will be at the discretion of Viterra Management.

Clause 6.2 - Permanent Full Time Employees

- 6.2.1 The first eight (8) hours worked daily or thirty-five (35) hours per week Monday to Friday within that spread of ordinary hours will be reduced from the Total Hours Bank at 1.2 times. (1:1.2)
- 6.2.2 Any work performed in excess of eight (8) hours daily or thirty five (35) hours per week or any work performed outside the normal spread of ordinary hours will erode the Total Hours Bank at the rate of double time for each hour physically worked (1:2)

6.2.3 Saturday Work

All hours worked on a Saturday will reduce the *Total Hours Bank* at the rate of two (2) hours for each hour worked (1:2)

6.2.4 Sunday Work

All hours worked on a Sunday will reduce the *Total Hours Bank* at the rate of two and a half (2.5) hours for each hour worked (1:2.5)

6.2.5 Public Holiday Work

All Permanent Employees must inform Management as to their option prior to the public holiday, otherwise clause 6.2.5.1.1 will apply.

6.2.5.1 A Permanent Employee who works six (6) hours or more on a Public Holiday will have the option of:

6.2.5.1.1 Being paid at 2.5 times the ordinary rate for all time worked for the shift or shifts worked (250%); or

6.2.5.1.2 Being paid at 2.0 times for the shift or shifts worked (200%); plus a paid day off in lieu for each shift worked. Any hours worked in addition to a shift (but not equivalent to another shift) will be paid at the rate in clause 6.2.5.1.1.

6.2.5.1.3 Any accrued time in lieu will be taken by the Employee at a mutually agreed time. If a time is not mutually agreed, it will be implemented at Management discretion.

6.2.5.2 Where less than six (6) hours is worked on a Public Holiday, such time will not be accumulated but will be paid at the rate in clause 6.2.5.1.1.

6.2.5.3 Where a Permanent Full-Time Employee is *not* required to work a public holiday and they have not expired their 4-weekly hours bank, the total hours bank will be reduced by (seven) 7 single hours at the rate of 1.2 times the annualised rate (1:1.2).

6.2.5.4 Where a permanent full-time employee is *not* required to work a public holiday, and the 4-weekly hours bank has expired, they will be paid at the rate of 1.2 times for the seven (7) hours of the public holiday period. This is in addition to the annualised salary.

6.2.6 Total Hours Bank

6.2.6.1 The *Total Hours Bank* will be reset every 52 weeks, with the appropriate dates per year in Appendix 5.

6.2.6.2 The *Total Hours Bank* is 2184 hours for each Permanent Full Time Employee and is determined using the following formula:

35 hours per week
x 52 weeks per year
x 1.2 spread of hours allowance
= 2184 Total Hours Bank

6.2.7 In the event that an Employee's 4-weekly hours bank is attained prior to the end of the 4 week period, the Employee will be required to work if rostered and will be paid at:

6.2.7.1 Inside spread of hours at 1.5 times

6.2.7.2 Outside spread of hours at 1.7 times

the annualised hourly rate for all hours worked until the next 4-weekly bank commences. No other penalty rates will apply.

Clause 6.3 - Permanent Part Time Employees

6.3.1 The first eight (8) hours worked daily Monday to Friday within the spread of ordinary hours will be paid at the base rate in accordance with Appendix 5.

6.3.2 Any work performed in excess of eight (8) hours daily, or thirty five (35) hours per week, or any work performed outside the normal spread of ordinary hours will be paid at the rate of double time the base rate of pay (200%).

6.3.3 Saturday Work

All work performed on a Saturday shall be paid for at the rate of double time the base rate of pay (200%).

6.3.4 Sunday Work

All work performed on a Sunday shall be paid for at the rate of double time and a half the base rate of pay (250%).

6.3.5 Public Holiday Work

All Permanent Employees must inform Management as to their option prior to the public holiday, otherwise clause 6.3.5.1.1 will apply.

6.3.5.1 A Permanent Part Time Employee who works six (6) hours or more on a Public Holiday will have the option of:

6.3.5.1.1 being paid at 2.5 times the ordinary rate for all time worked for the shift or shifts worked (250%); or

6.3.5.1.2 being paid at 2.0 times for the shift or shifts worked (200%); plus a paid day off in lieu for each shift worked. Any hours worked in addition to a shift (but not equivalent to another shift) will be paid at the rate in clause 6.3.5.1.1.

6.3.5.1.3 Any accrued time in lieu will be taken by the Employee at a mutually agreed time. If a time is not mutually agreed, it will be implemented at Management discretion.

6.3.5.2 Where less than six (6) hours is worked on a Public Holiday, such time will not be accumulated but will be paid at the rate in clause 6.3.5.1.1.

6.3.5.3 A Permanent Part Time Employee, who does not work a prescribed Public Holiday, will be paid the average daily amount of

previous twelve (12) months for all hours worked at the ordinary base rate to a maximum of seven (7) hours.

Clause 6.4 - Casual Employees

- 6.4.1 The first eight (8) hours worked daily Monday to Friday within that spread of ordinary hours will be paid at the Casual hourly rate in accordance with Appendix 5.
- 6.4.2 Any work performed in excess of eight (8) hours daily, or thirty-five (35) hours per week, or any work performed outside the normal spread of ordinary hours will be paid at the rate of double time the base rate of pay (200%).
- 6.4.3 Saturday Work
All work performed on a Saturday shall be paid for at the rate of double time the base rate of pay (200%).
- 6.4.4 Sunday Work
All work performed on a Sunday shall be paid for at the rate of double time and a half the base rate of pay (250%).
- 6.4.5 Public Holiday
Casuals will be paid only for time worked on public holidays at the prescribed overtime rate (250%).

Clause 6.5 - Overtime & Calculation of Overtime

- 6.5.1 Only authorised overtime will be paid. Overtime will be authorised by management.
- 6.5.2 Overtime is any time worked outside first eight (8) ordinary hours worked daily or thirty-five (35) ordinary hours per week for Permanent Full Time, Permanent Part Time Employees or Casual Employees.
- 6.5.3 Overtime will be worked when required to meet the operational needs of the business. Management will consult with Employees and take into account wherever possible any Employee's personal concerns or considerations.
 - 6.5.3.1 Employees chosen to work overtime during their *Total Hours Bank* will not have the option of refusal other than when incapacitated for work as a result of illness, injury or for other reasonable grounds approved by the Viterra Manager.
- 6.5.4 Overtime worked by all Employees will be paid in one (1) hour blocks.
- 6.5.5 The Parties agree with the intent that shifts or overtime for the purpose of loading shipping will be possible on a 24 hour, 7 days per week, 365 days per year basis. Notwithstanding this three (3) closed port holidays will apply, which are Christmas Day, Good Friday and Anzac Day. These days can be rostered and worked on a voluntary basis.
 - 6.5.5.1 The closed port 24 hour period for Anzac Day and Good Friday will be determined by Employees a month in advance for each port and notified immediately to Viterra Management.

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- 6.5.5.2 The closed port period for Christmas Day will commence at the end of the normal day shift on 24th December. Work will recommence at the start of the normal day shift on 26th December.
 - 6.5.6 It will be possible for Viterra Management to extend an existing eight (8) hour shift on the day for up to four (4) hours in increments of one (1), two (2) or four (4) hours.
 - 6.5.7 Ordering of an extension must occur by no later than four (4) hours before the end of the shift, and confirmed or cancelled before the end of the shift.
 - 6.5.8 It will also be possible where a vessel fails to complete loading to roster the existing shift back for the next available shift, including weekends, to allow loading to continue.
 - 6.5.9 If a vessel completes loading prior to the end of the rostered shift, subject to the BLP Supervisor's discretion, in general consultation with Viterra Management, Permanent Full Time Employees will have the option of a minimum of four (4) hours at the appropriate rate, debited from their Total Hours Bank if less than four (4) hours is physically worked; or working on alternative duties until the end of the prescribed shift. Permanent Part Time Employees will have the option of a minimum of four (4) hours paid at the appropriate rate if less than four (4) hours is physically worked; or working on alternative duties until the end of the prescribed shift.
 - 6.5.9.1 Where twelve (12) hour rostered shifts apply, six (6) hours minimum will replace the four (4) hours at appropriate rate.
 - 6.5.10 Where an Employee has worked a period of eight (8) hours in a day, in accordance with this clause but has commenced later than the established starting time worked at the BLP, and is required to work overtime, then all overtime will be paid at the normal penalty rates applicable.
 - 6.5.10.1 An example of the application of this clause is in the situation where the arrival of a vessel is later than the normal start time, then those Employees required to load the ship may have their start time delayed. In this case the eight (8) hours ordinary time will commence from the delayed start time. The application of this clause is not limited to this example.

Clause 6.6 - Ordering and Cancelling Times for Overtime / Continuous Operations

6.6.1 Ordering of Labour

- 6.6.1.1 Labour orders must be given no later than 1500 hours on the preceding normal working day. Notice will be provided by way of a work roster posted on the BLP noticeboard, by phone or text. Weekend shifts or overtime will be indicated by 1500 hours on Friday or by 1500 hours on Thursday where the following Friday is a public holiday.
- 6.6.1.2 It is the responsibility of the Employee to ensure that he/she confirms availability. If an Employee is unable to work, a replacement may be contacted after 1500 hours for purpose of filling the rostered position.

6.6.1.3 Confirmation of evening / midnight shifts for ship loading indicated on the day prior, but excluding twelve (12) hour shifts, will be advised at 1100 hours on the day of the proposed shift.

6.6.1.3.1 If the shift is cancelled, all Employees get a four (4) hour minimum at appropriate rate.

6.6.1.4 Twelve (12) hour shifts for ship loading are to be confirmed the day prior with a minimum deduction for Permanent Full Time Employees from the Total Hours Bank for cancellation after 1500 Hours (on the day prior to the proposed shift), of six (6) hours; or eight (8) hours work on alternative duties. Permanent Part Time Employees will be offered six (6) hours pay; or eight (8) hours work on alternative duties.

6.6.1.4.1 This will be at the appropriate rate.

6.6.1.4.2 Casuals will only be paid for a minimum of four (4) hours minimum, if the twelve (12) hour shift is cancelled.

6.6.1.4.3 It will be at Viterra Management discretion as to whether Employees are paid the cancellation fee, or work on alternative duties.

6.6.1.4.4 Any weekend shift that is cancelled after 1500 hours on the Friday (Thursday if Friday is a public holiday) will result in all employees who are rostered receiving a six (6) hours payment for a 12-hour rostered shift, or four (4) hours payment for a 8-hour rostered shift at the appropriate rate for each individual cancelled. If employees are notified that all shifts in relation to a vessel are cancelled after 1500 on the Friday (Thursday if the Friday is a public holiday) only one six (6) hour payment for 12-hour shifts or one four (4) hour payment for 8-hour shift will apply.

6.6.2 Order of Pick

6.6.2.1 The following preference of shift allocation, subject to skills and the company fatigue management policy, will apply to the loading of ships:

6.6.2.1.1 BLP Permanent Full Time

6.6.2.1.2 BLP Permanent Part Time

6.6.2.1.3 Casual Employees (who are paid in accordance with Appendix 5 of this Agreement)

6.6.2.2 The following order of pick shall apply to cleaning, subject to hours bank management:

6.6.2.2.1 BLP Permanent Part Time

6.6.2.2.2 Casual Employees (who are paid in accordance with Appendix 5 of this Agreement)

6.6.2.2.3 BLP Permanent Full Time

6.6.2.3 At the Company's discretion, Contractors / Viterra Maintenance personnel will be able to perform maintenance task or capital works. The Order of pick if Viterra chooses to use BLP Employees for maintenance or other duties will be as follows:

6.6.2.3.1 BLP Permanent Full Time

6.6.2.3.2 BLP Permanent Part Time

6.6.2.3.3 Casual Employees (who are paid in accordance with Appendix 5 of this Agreement).

6.6.3 Shift Patterns

6.6.3.1 If ship loading or unloading commences outside of the normal shift pattern, a shift of no less than four (4) hours can be worked to align with normal shift pattern.

Clause 6.7 - Ship Loading and Unloading

6.7.1 Efficient loading and unloading will be implemented for all shipping on an as required basis. The method of operation adopted will be determined between the Viterra Management and the BLP Supervisor and may be dependent upon the number of Employees available and/or operational requirements.

6.7.2 For the purposes of ship loading operations the following indicative BLP crewing arrangements will apply:

Terminal	Number of booms	Stevedoring Black Box	Stevedoring Non-Black Box	Non Stevedoring Non Black Box
Port Ad Outer Harbor	1	2	N/A	N/A
Port Ad Inner Harbor	1	N/A	3	N/A
Port Giles	2	5	N/A	N/A
Wallaroo	2	5	6	N/A
Port Lincoln	1	N/A	3	N/A
Port Lincoln	2	N/A	5	N/A
Thevenard	1	N/A	4	2*

**Above reference of 2 whilst Viterra Stevedoring and Non-Viterra Stevedoring at the port of Thevenard relates to the loading of gypsum only, 3 required whilst loading grain.*

6.7.3 Variations to the above will be determined on a port by port, ship by ship basis through consultation between the BLP Supervisor and Viterra Management.

6.7.4 In all cases the parties will work to operate in an efficient and safe manner.

Clause 6.8 - Call-outs

6.8.1 A Permanent Employee who is "called-out", as authorised by BLP Supervisor, for unforeseen circumstances such as a break down or security breach etc., will have a minimum of four (4) hours, at the appropriate rate.

Clause 6.9 - Breaks

6.9.1 Management may stagger by mutual agreement the time of one or more Employees taking a lunch or tea (smoko) break to meet operational requirements.

6.9.2 Tea (smoko) Breaks

6.9.2.1 Tea (smoko) break will be one (1) paid break of 15 minutes away from the work station.

6.9.2.2 Where Employees are required to work overtime, they will be entitled to an extra tea (smoko) break at the completion of each two (2) hours worked, excepting when any period of work does not exceed three (3) hours.

6.9.3 Meal Breaks

6.9.3.1 A paid meal break of thirty (30) minutes will be taken when ship loading operations are undertaken.

6.9.3.2 When not ship loading, an unpaid meal break of 30 minutes will be taken.

6.9.3.3 Where overtime in excess of two (2) hours past the normal finishing time is worked a thirty (30) minute paid meal break will be taken.

6.9.4 Employees shall have eight (8) consecutive hours off duty between the work of successive days, shifts or inter-port travel, without loss of deducted hours from hours bank, for ordinary working time occurring during such absence. Supplementary Labour can be used to cover the shortfall.

6.9.4.1 This clause shall not apply to callouts unless more than the minimum period is worked or the Employee is called out on two (2) or more separate occasions between the hours of 2300 hours and 0330 hours.

Clause 6.10 - Time in Lieu & Makeup Time

6.10.1 Time off in lieu of payment for overtime

A Permanent Employee may elect, with the consent of Viterra Management or his/her delegate, to take time off in lieu of payment for overtime at a time or times agreed with Viterra Management. (Comes off *Total Hours Bank* at 1.2 (Ordinary time)) (1:1.2)

6.10.2 Make-up time

An Employee may elect, with the consent of the Viterra Management, to work "make-up time" under which the Employee takes time off during ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in the Agreement at ordinary rates.

Clause 6.11 - Personal Administration Time

6.11.1 Subject to approval by Viterra Management, Permanent Full Time Employees will be able to take up to eight (8) hours per calendar month for personal administration (PA). PA time will not accrue. PA time can be refused where it is considered by Viterra Management that an Employee's Total Hours Bank remaining is disproportionate to his/her fellow Permanent Employees or conflicts with operational requirements.

Clause 6.12 - Hot Seat Change Over

6.12.1 Outgoing employees will communicate to incoming employees whatever is reasonably required for safe continuous shipping. If the communication commences before the start of the new shift or completes after the start of the new shift, no additional payment will be incurred by the Company.

During continuous shipping, employees engaged in performing that shipping, who have worked time equal to their rostered shift and have completed hot seat changeovers as required can finish their rostered shift up to 18 minutes early without deduction of pay.

Part 7 - Leave of Absence

Clause 7.1 - Annual Leave

7.1.1 Permanent Full Time Employees are entitled to five (5) weeks (175 hours) annual leave per annum calculated on a pro rata basis from the date of commencement except as provided by Clause 7.1.3.

7.1.2 Permanent Full Time Employees

7.1.2.1 Annual Leave will be deducted from the Total Hours Bank at the rate of seven (7) single hours per day or thirty-five (35) hours per week, at the rate of 1.2 the annualised rate (1:1.2).

7.1.2.2 Annual Leave will be paid at the rate of seven (7) single hours per day or thirty-five (35) hours per week, at the rate of 1.2 the annualised rate (1:1.2).

7.1.2.3 Annual leave, irrespective of when it is taken, will be paid at the rate of 1.2 times the annualised rate and in addition to the salary if the Hours Bank has expired (1:1.2).

- 7.1.2.4 Annual Leave Loading has been incorporated into the Total Annualised Salary so is not applicable for Permanent Full Time Employees.

7.1.3 Permanent Part Time Employees

- 7.1.3.1 Annual leave will accrue on the basis of 0.09615 hours for every hour worked up to a maximum of five (5) weeks (175 hours). Annual leave will be paid at the rate of seven (7) hours per day or thirty five (35) hours per week and at the Employees Base Rate plus an Annual leave loading of 27.5%.
- 7.1.3.2 Consistent with the reason why Annual Leave Loading was originally inserted into Awards, the loading is paid to Permanent Part Time Employees covered by this Agreement due to the Employee's loss of opportunity to work overtime during periods of Annual leave.

Clause 7.2 - Absence From Duty / Abandonment Of Employment

- 7.2.1 If unable to attend work, an Employee is required, as soon as is practicable, to notify Viterra Management of his/her inability to attend for duty and, as far as practicable, to also notify the Employer of the nature of the absence from duty and the estimated duration of the absence.
- 7.2.2 After an absence from rostered work for a continuous period exceeding three (3) working days without notification to the Company, the Company will send a letter via registered mail to the Employee asking them to explain their absence.
- 7.2.3 If the Employee has not established to the satisfaction of the Company that they were absent for a reasonable cause, within a period of fourteen (14) consecutive calendar days from their last attendance, they shall be deemed to have abandoned their employment and repudiated their employment contract. The termination of employment will not take place until the appropriate notice period has elapsed under the NES.
- 7.2.4 An Employee who is absent from work without Company approval will not be paid for such an absence.

Clause 7.3 - Personal / Carers Leave

7.3.1 Basic Entitlement

- 7.3.1.1 All Permanent Employees are entitled to ten (10) days of paid personal/carer's leave per year of service (for Permanent Part Time employees, as per current legislation as varied and amended). Entitlements will accrue progressively during a year of service according to the employee's ordinary hours or work, and accumulates from year to year.

7.3.2 Taking Personal / Carer's leave

- 7.3.2.1 A permanent Employee may take paid personal/carer's leave if the leave is taken:

7.3.2.1.1 because the Employee is not fit for work because of a personal illness, or personal injury, affecting the Employee; or

7.3.2.1.2 to provide care or support to a member of the Employee's immediate family, or a member of the Employee's household, who requires care or support because of:

7.3.2.1.3 a personal illness, or personal injury, affecting the member; or

7.3.2.1.4 an unexpected emergency affecting the member.

7.3.3 Evidence

7.3.3.1 An Employee who has given his or her Employer notice of the taking of Personal / Carers leave must, if required by the Employer, give the Employer evidence that would satisfy a reasonable person that the leave is taken for a reason specified in Clause 7.3.2.1.

7.3.4 Pay out of Personal / Carer's Leave

7.3.4.1 Where an Employee has accumulated as at 25th November of any year more than 28 days unused personal leave, the Employee may elect to receive an amount equivalent to all or part of the accumulated personal leave in excess of 28 days for Permanent Full Time Employees and Permanent Part Time Employees) at the ordinary rate of pay, in lieu of actual leave.

7.3.4.2 Paying out of personal/carer's leave will be by a separate agreement in writing between the Employer and the Employee, in line with Section 101 (2) (b) of the Fair Work Act 2009.

7.3.4.3 An Employee who has a bank of 28 days personal leave at separation date from Viterra will be entitled to have 50% of the accrued entitlement paid out at resignation from Viterra and 100% where an Employee is made redundant.

7.3.4.4 An Employee, who is terminated at the initiative of Viterra, will not receive a personal leave pay out pursuant to this clause.

7.3.4.5 For the purpose of this clause, any Personal leave accrued prior to 27th November 1999 will not be counted.

7.3.5 Payment of Personal / Carer's Leave

7.3.5.1 Permanent Full Time Employees

7.3.5.1.1 For each day's personal leave, the Total Hours Bank will be reduced by seven (7) single hours at the rate of 1.2 the annualised rate (1:1.2). When less than a day's personal leave is taken, the Total Hours Bank will be reduced by the number of hours of personal leave taken.

7.3.5.1.2 Personal / Carers leave will be paid at the rate of 1.2 times the annualised rate and in addition to the salary if the 4-weekly hours bank has expired (1:1.2).

7.3.5.1.3 Personal / Carers leave will be paid at the rate of 1.2 times the annualised rate and in addition to the salary if the 4-weekly hours bank has expired (1:1.2).

7.3.5.2 Permanent Part Time Employees

7.3.5.2.1 Personal / Carer's leave will be paid at the Employee's base rate for all hours taken.

7.3.6 Unpaid Carer's Leave

7.3.6.1 A Permanent Full Time or Part Time Employee who has exhausted their paid Personal / Carer's leave entitlement or a Casual is entitled to two (2) days of unpaid carer's leave for each occasion when a member of the Employee's immediate family, or a member of the Employee's household, requires care or support.

7.3.6.1.1 a personal illness, or personal injury, affecting the member; or

7.3.6.1.2 an unexpected emergency affecting the member.

Clause 7.4 - Compassionate Leave

7.4.1 A Permanent Employee is entitled to up to three (3) days (21 hours) of compassionate leave for each occasion:

7.4.1.1 after the death of a member of the employee's immediate family or household, or

7.4.1.2 if a child who would have been part of the employee's immediate family or household is stillborn, or

7.4.1.3 if an employee's current spouse or defacto partner has a miscarriage, or

7.4.1.4 when a member of the immediate family or household contracts or develops a personal injury or illness that poses a serious threat to their life.

7.4.2 A Casual Employee is entitled to two (2) days unpaid leave per occasion if an employee, or the employee's current spouse or de facto partner, has a miscarriage.

7.4.3 Evidence

7.4.3.1 The Employer may require the Employee to provide satisfactory evidence of the sickness or death of the member of the Employee's immediate family or household.

Clause 7.5 - Maternity Leave

7.5.1 Application for Maternity Leave

7.5.1.1 A Permanent Full time Employee who has been employed by Viterra for a minimum of twelve (12) continuous months may apply for Maternity Leave.

- 7.5.1.2 Such an application will acknowledge the conditions of Maternity Leave that apply to Viterra Employees under the Agreement, and that it is her intention to return for work for a period of at least three (3) months following the expiration of the Maternity Leave period.
- 7.5.1.3 Such applications shall be in writing to Viterra Management and will be received at least ten (10) weeks prior to the intended date of departure and is required to provide appropriate medical certificates.

7.5.2 Paid Maternity Leave

- 7.5.2.1 Should such maternity leave benefit be granted by Viterra Management, the following conditions will apply:
- 7.5.2.2 Payment of two (2) weeks' pay at the normal weekly wage (excluding all allowances) will be made upon notification of the birth.
 - 7.5.2.2.1 Payment of one (1) week pay at the normal weekly wage (excluding all allowances) will be made three (3) months after the return to work.
- 7.5.2.3 Giving a total of three (3) weeks paid Maternity Leave entitlement, on the proviso that no other Centrelink or Government benefit payment(s) are received by the Employee for the period of paid maternity leave as defined in Clause 7.6.1.

Clause 7.6 - Parental Leave

- 7.6.1 Parental leave is provided for the in the NES in the Fair Work Act 2009.

Clause 7.7 - Long Service Leave (LSL)

- 7.7.1 For Permanent Full Time Employees, Long Service Leave (LSL), irrespective of when it is taken, will be paid at the rate of 1.2 times the annualised rate and in addition to the salary if the Hours Bank has expired (1:1.2).
- 7.7.2 LSL entitlements accruing to Viterra Employees are determined in accordance with the South Australian Long Service Leave Act 1987 (as amended).
- 7.7.3 In broad terms, the South Australian Act states:
 - 7.7.3.1 All Employees are entitled to take thirteen (13) weeks LSL after completing ten (10) years of continuous service;
 - 7.7.3.2 Pro rata leave is available after seven (7) completed years of service.
 - 7.7.3.3 South Australian Employees may cash out, or take their LSL entitlement in accordance with the LSL Act.
- 7.7.4 Viterra is prepared to allow each Employee to accrue and maintain a LSL accrual not exceeding sixteen (16) weeks.
- 7.7.5 Employees who are 60 years or older will be allowed to accumulate their LSL entitlements.

- 7.7.6 Viterra requires that all accrued LSL entitlements in excess of sixteen (16) weeks are to be taken by the Employee in the year that they accrue in accordance with the LSL Act. Specific arrangements may be agreed to if an Employee has definite plans to take extended LSL.

Clause 7.8 - Community Services Leave

- 7.8.1 Community Services leave is provided for the in the National Employment Standards.
- 7.8.2 Payment of up to seven (7) hours ordinary time per day is provided for Employees who are called away from work (when rostered Monday to Friday) to serve in an emergency with the Voluntary State Emergency Services. Appropriate notification must be provided to Viterra Management to allow time for approval to erode hours from hours bank, for payment outside the hours bank, or for payment for hours if Permanent Part Time.

Clause 7.9 - Family and Domestic Violence Leave

- 7.9.1 Family and Domestic Violence Leave will be in accordance with the provisions in the NES.

Part 8 - Transfers, Travelling and Working Away from Usual Place of Work

Clause 8.1 - Mobility of Personnel

- 8.1.1 It is agreed that Employees may be re-allocated to other sites (including Terminal and Country sites) for specified, short-term periods up to one week.
- 8.1.2 Through consultation, Employees will be required to perform work on all Viterra facilities as directed by management.
- 8.1.3 Where labour from another port is in transit, ship loading operations may commence providing it is operationally safe to do so with the reduced numbers.

8.1.4 Daily Allowance

For an Employee travelling inter port, the following allowances and arrangements shall apply:

- a. Accommodation only will be paid by the Company.
- b. When Employees use their private vehicle for management approved work related purposes, they will be reimbursed at the appropriate ATO rate.
- c. Meals will be reimbursed in accordance with the ATO rates as set out below:

(i) Breakfast	\$32.10
(ii) Lunch	\$36.10
(iii) Dinner	\$61.50

These payments will be paid via a payroll entry as per the Viterra Reimbursement Policy.

Clause 8.2 - Working at Other Sites

- 8.2.1 When working at other sites, Permanent Employees will be paid at their current pay rate, but are required to work according to the work practices of

the site they are seconded to. Permanent Part Time Employees, if directed to work at another site, will be paid relevant to this agreement. If volunteering or requesting to work at an additional site, they will be paid at the Enterprise Agreement rate relevant to the site they are working at.

- 8.2.2 Casual Employees will be paid at the Enterprise Agreement rate relevant to the site they are working at.
- 8.2.3 An Employee will be required to work at other sites (including Terminal and Country Sites) as directed by Management from time to time.
- 8.2.4 If directed by the Company to work at another site, Employees will be required while working on that site to follow all occupational health and safety policies at that site and all lawful directions given by that site's nominated supervisor.

Clause 8.3 - Overtime while Travelling

- 8.3.1 With consultation and agreement, if an Employee is required to travel outside normal working hours for a specific job task, training courses, conferences, meetings or non-job specific purpose, the time required for travelling will stand alone and will be considered as normal time and normal rates will apply. The time paid will be for the time it takes to return to the Terminal or the specified destination for the day (e.g. motel, home), whichever is determined by Management.
- 8.3.2 If an Employee is required to travel outside normal working hours for a specific job task, the time required for travelling will be considered as normal work and ordinary rates will apply. Time spent travelling will stand alone.
- 8.3.3 Travelling time to another port will be paid as set out herein at ordinary rates of pay:

From	To	Time
Adelaide	Wallaroo	2.5 hours
	Port Giles	3 hours
	Port Lincoln	2 hours (air)
	Thevenard	3 hours (air)
Wallaroo	Adelaide	2.5 hours
	Port Giles	2 hours
	Port Lincoln	6 hours
	Thevenard	7.5 hours
Port Giles	Adelaide	3 hours
	Wallaroo	2 hours
	Port Lincoln	5 hours (air) 8 hours
	Thevenard	9 hours
Port Lincoln	Adelaide	2 hours (air)
	Wallaroo	6 hours
	Port Giles	5 hours (air) 8 hours
	Thevenard	5 hours
Thevenard	Adelaide	3 hours (air)
	Wallaroo	7.5 hours
	Port Giles	9 hours
	Port Lincoln	5 hours

The table shows time in hours for road travel, unless otherwise indicated.

8.3.4 Permanent Full Time Employees

All time for travelling will be deducted from the Employee's *Total Hours Bank* as ordinary hours (1:1.2). Where an Employee has completed all *Total Hours Bank*, they will be paid at the appropriate rate.

Part 9 - Training and Related Matters

Clause 9.1 - Training Requirement

- 9.1.1 Training is an important and integral part of our ongoing relationship.
- 9.1.2 Employees will undertake training in relation to enhancing or broadening their work skills as required by the Company.
- 9.1.3 Employees will teach work skills to other Employees (as defined by this agreement) as and when necessary, or as required by the Company, as per appropriate standards.
- 9.1.4 Employees will be required to undertake any necessary training as part of their position, or as directed by management.

Clause 9.2 - Union Training

- 9.2.1 Without limiting the generality thereof, union education and training shall include structured training under the direction of qualified training staff, conferences, meetings and /or workshops conducted by the MUA or by external sources which contribute to the Employees understanding of workplace issues and enhance the development of constructive relationships with the enterprise.
- 9.2.2 Unless otherwise agreed to by the manager, leave under this clause shall be 15 days per annum across all ports but limited to 5 days per annum per port.
- 9.2.3 The Branch Secretary or nominee will notify the manager 14 days prior to the commencement of the training course. Management will not unreasonably withhold approval for an Employee to attend union training and education provided also that the operations are unlikely to be affected by the Employee's absence.
- 9.2.4 The Employee shall be entitled to the payment at the rate for rostered ordinary time that would have been worked other than for the Employee's attendance at Union Training.

Part 10 - WH&S Matters, Equipment, Amenities & Related Matters

Clause 10.1 - Workplace Health & Safety

- 10.1.1 The health and safety of Employees is considered paramount by all parties to this agreement. All parties are committed to continuous improvement of Workplace Health & Safety standards in the workplace.

- 10.1.2 Management and Employees will take appropriate measures to ensure that a safe and healthy working environment prevails in accordance with the relevant Workplace Health and Safety legislation. Such management of Workplace Health & Safety procedures shall be affected through a comprehensive approach which aims to control hazards at the source, reduce the incidents of workplace injuries and illness and provide a rehabilitation system for injuries and illness which have occurred.
- 10.1.3 Elected BLP HSR's will be requested to attend site safety meetings when they are scheduled. The Company commits to actively supporting providing opportunity for this to occur, and to communicating with BLP HSR's if attendance not practicable.
- 10.1.4 In addition, the parties to this agreement acknowledge their rights and responsibilities of duly elected safety representatives and their right to be trained.
- 10.1.5 Employees shall be supplied with personal protective equipment by the Company and replaced on an as needs basis.

Clause 10.2 - Journey Accident Insurance

- 10.2.1 The Company will agree to provide Journey Accident Insurance as per the terms and conditions of the Company's Journey Accident Insurance Policy, as amended and varied from time to time.
- 10.2.2 If the South Australian, Return to Work Act 2014 is amended to include Journey Accident Insurance, this clause will be amended to comply with the legislation, and clause 10.2 will no longer apply.

Clause 10.3 - Workers Compensation

- 10.3.1 For the purposes of calculating Permanent Employees' workers compensation income maintenance payments, average weekly earnings will be determined in accordance with the provisions of the South Australian, Return to Work Act 2014.
- 10.3.2 For periods less than one (1) week, income maintenance payments and hours to be deducted from Total Hours Bank will be on pro-rata basis to the weekly amount as per clause 10.3.1.
- 10.3.3 All notional weekly earnings will be determined in accordance with the provisions of the South Australian, Return to Work Act 2014.

Part 11 - Compliance / Other

Clause 11.1 - No Further Claims

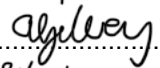

- 11.1.1 The parties agree that no further claims to be pursued throughout the life of this Agreement.
- 11.1.2 The Employees or Union will not pursue any extra wage claims.
- 11.1.3 The Parties will not seek any changes to terms and conditions of employment;

Clause 11.2 - Transfer of Business

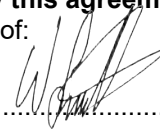

11.2.1 In the event of Transfer of Business, it will occur in accordance with the Act.

Appendix 1 - Signatures

SIGNED for and on behalf of **Viterra Operations Pty Ltd (Viterra)** in the presence of:

Signed: 
 Date: 8/4/24
 Name in full (printed): Alyson Gilbey
 Position: General Manager HR
 Address: Level 1/186 Greenhill Road
 Parkside SA 5063.
 Witnessed by: 
 Witness name in full: MARIA KARATSINIDIS
 Witness address: L 1/186 GREENHILL RD,
 PARKSIDE, SA 5063

SIGNED for and on behalf of **the Employees covered by this agreement** by the Construction, Forestry, and Maritime Employees Union in the presence of:

Signed: 
 Date: 9 April 2024
 Name in full (printed): Warren Smith
 Position: Deputy National Secretary
 Address: 365-375 Sussex Street Sydney NSW 2000
 Witnessed by: 
 Witness name in full: Camilla Mason
 Witness address: 365-375 Sussex Street Sydney NSW 2000

Appendix 2 - Terms & Conditions for Permanent Full Time Employees

- App 2.1 In the event that an Employee's *4-weekly Hours Bank* is attained prior to the cycle completion, the Employee will be required to work if rostered and will be paid at:
- Inside spread of hours at 1.5 times
 - Outside spread of hours at 1.7 times
- the *Annualised hourly rate* for all hours worked until the next 4-weekly bank commences. No other penalty rates will apply.
- App 2.2 Subject to operational requirements of Viterra, individual Permanent Employees may be required to be rostered off for hours bank management. Under this circumstance Employees will be given reasonable notice and shall be given a date of return. This date may be changed no later than 1500 hours the day prior to the original return date by notifying the Employee. The return date may be varied only once. Any rostered off time will not reduce the *Total Hours Bank*.
- App 2.3 How Total Hours Bank is determined:
- $$\begin{aligned}
 &35 \text{ (hours per week)} \\
 &\times 52 \text{ (weeks)} \\
 &\times 1.2 \text{ (spread of hours allowance)} \\
 &= \mathbf{2184 \text{ Total Hours Bank}} \text{ (For all BLP's)}
 \end{aligned}$$

Appendix 3 - Terms and Conditions for the 4 Weekly Hours Bank

- App 3.1 The following applies to all Permanent Full Time Employees covered by this agreement
- App 3.1.1 The Total Hours Bank of 2184 is divided by 13 to give a 4 Weekly Hours Bank of 168 hours.
- App 3.1.2 If an Employee exceeds these hours in a 4 week period they will be paid overtime for all hours in excess of 168. If these hours are exceeded prior to the conclusion of the 4 week period they will be paid overtime in their next pay cycle and this payment is in addition to the *annualised salary*.
- App 3.1.3 The 4 week period will coincide with pay cycles.
- App 3.1.4 If an Employee does not meet the 168 hours bank in the 4 week period the remaining hours will continue to roll over into the next period until the commitment has been met.

Appendix 4 - Redundancy Agreement

- App 4.1 A minimum payment of eight (8) weeks' pay plus three (3) weeks for each completed year of service with a maximum payout of 52 weeks' pay, if Permanent Employees are made redundant. Any employee employed at the date of the approval of this document by the FWC shall retain 104 weeks redundancy cap, with any new employee receiving a 52-week cap.
- App 4.2 The The following formula is used:

$$[8 + (3 \times \text{YS})] \times (\text{FTES\%} \times \text{WP}) = \text{RP}$$
 WP = Weeks' pay
 YS = Years of service

FTES = Full Time Equivalent Service

RP = Redundancy Package

Parameters of the Scheme

An offer and payment of the Redundancy package is conditional upon:

- App 4.2.1 The Employees having notified Viterra of each and every workers compensation injury or disability;
- App 4.2.2 The Employee not suffering another workers compensation injury or disability between the dates of being advised of redundancy and the time at which the Employee terminates his/her final date of employment;
- App 4.2.3 The Employee not having any entitlement, and the Employee or his/her dependent(s) not becoming entitled, to weekly payments of workers compensation;
- App 4.2.4 The Employee not having any outstanding workers compensation claim;
- App 4.2.5 Any amount paid in excess of the sum payable shall be repayable within 7 days of demand and any sum incorrectly stated as being payable shall be adjusted to accurately state the sum payable. The repayment shall be payable and the adjustment shall be made irrespective of the cause or nature of the error or omission.

App 4.3 Employees under the Agreement will receive redundancy entitlements no less favourable than the NES.

App 4.4 Death of an Employee

Where an Employee who has been advised of redundancy dies before ceasing employment or before payment of the redundancy package, payment of the Employee's Redundancy Package should be made in the same manner as other outstanding payments to Employees (e.g. Long Service Leave)

App 4.5 Definitions

"Full time equivalent service" means the periods of part time employment plus full time employment expressed as a percentage of the Employee's total years of service.

"Weeks pay" is defined as average gross ordinary time earnings for the 36 months prior to resignation converted to a weekly rate. This means actual gross earnings includes overtime and work related allowances, but excluding leave loading and locality allowance.

"Years of service" is that entitlement advised by Viterra as at the commencement plus "years of service" being the "calendar time" from date of commencement until resignation, less any unpaid leave of absence, expressed as completed years of service.

Appendix 5 - Wages

First Increase

The following rates are effective from the First Full Pay Period commencing on or after the 11 November 2023.

Core Employee			Total Annualised Salary	Weekly Annualised Salary	Annualised Hourly Rate
Level 4	BLP Supervisor	Electrical	\$121,566.3525	\$2,337.8145	\$63.6799
		Mechanical	\$120,432.7100	\$2,316.0137	\$63.6799
Level 3	BLP Trade	Electrical	\$106,816.2755	\$2,054.1591	\$55.5058
		Mechanical	\$105,561.7668	\$2,030.0340	\$55.5058
Level 2	BLP Operator		\$92,811.2802	\$1,784.8323	\$51.0069
Level 1	BLP Operator (Trainee)		\$81,515.9282	\$1,567.6140	\$44.7813

Casual & Permanent Part Time Employee			Base Rate	Casual Hourly Rate (+25%)	Permanent Part Time Overtime Hourly Rates		Casual Overtime Hourly Rates	
					at 2.0x	at 2.5x	at 2.0x	at 2.5x
Level 4	BLP Supervisor	Electrical	\$55.6559	\$69.5698	\$111.3118	\$139.1398	\$125.2257	\$153.0537
		Mechanical	\$55.6559	\$69.5698	\$111.3118	\$139.1398	\$125.2257	\$153.0537
Level 3	BLP Trade	Electrical	\$52.0800	\$65.0999	\$104.1599	\$130.1999	\$117.1799	\$143.2199
		Mechanical	\$52.0800	\$65.0999	\$104.1599	\$130.1999	\$117.1799	\$143.2199
Level 2	BLP Operator		\$46.6855	\$58.3569	\$93.3711	\$116.7139	\$105.0425	\$128.3852
Level 1	BLP Operator (Trainee)		\$42.0185	\$52.5232	\$84.0371	\$105.0464	\$94.5418	\$115.5510

Allowance	Amount
Leading Hand Allowance (per hour)	\$2.0925
Higher Duties Allowance (per hour)	\$3.4659
Meal Allowance (per occasion)	\$22.0114
Stevedoring Allowance (per hour)	\$38.3075
Black Box / Hatch Person / Splashing & Trimming Allowance (per hour)	\$7.7295
Ships Crane & Excavator in Hold Allowance (per hour)	\$17.8392

Second Increase

The following rates are effective from the First Full Pay Period commencing on or after the 9 November 2024.

Core Employee			Total Annualised Salary	Weekly Annualised Salary	Annualised Hourly Rate
Level 4	BLP Supervisor	Electrical	\$125,213.3431	\$2,407.9489	\$65.5903
		Mechanical	\$124,045.6912	\$2,385.4941	\$65.5903
Level 3	BLP Trade	Electrical	\$110,020.7637	\$2,115.7839	\$57.1709
		Mechanical	\$108,728.6198	\$2,090.9350	\$57.1709
Level 2	BLP Operator		\$95,595.6186	\$1,838.3772	\$52.5371
Level 1	BLP Operator (Trainee)		\$83,961.4060	\$1,614.6425	\$46.1248

Casual & Permanent Part Time Employee			Base Rate	Casual Hourly Rate (+25%)	Permanent Part Time Overtime Hourly Rates		Casual Overtime Hourly Rates	
					at 2.0x	at 2.5x	at 2.0x	at 2.5x
Level 4	BLP Supervisor	Electrical	\$57.3256	\$71.6569	\$114.6511	\$143.3140	\$128.9825	\$157.6453
		Mechanical	\$57.3256	\$71.6569	\$114.6511	\$143.3140	\$128.9825	\$157.6453
Level 3	BLP Trade	Electrical	\$53.6424	\$67.0529	\$107.2847	\$134.1059	\$120.6953	\$147.5165
		Mechanical	\$53.6424	\$67.0529	\$107.2847	\$134.1059	\$120.6953	\$147.5165
Level 2	BLP Operator		\$48.0861	\$60.1076	\$96.1722	\$120.2153	\$108.1937	\$132.2368
Level 1	BLP Operator (Trainee)		\$43.2791	\$54.0989	\$86.5582	\$108.1978	\$97.3780	\$119.0175

Allowance	Amount
Leading Hand Allowance (per hour)	\$2.1553
Higher Duties Allowance (per hour)	\$3.5699
Meal Allowance (per occasion)	\$22.6717
Stevedoring Allowance (per hour)	\$39.4567
Black Box / Hatch Person / Splashing & Trimming Allowance (per hour)	\$7.9614
Ships Crane & Excavator in Hold Allowance (per hour)	\$18.3744

Third Increase

The following rates are effective from the First Full Pay Period commencing on or after the 8 November 2025.

Core Employee			Total Annualised Salary	Weekly Annualised Salary	Annualised Hourly Rate
Level 4	BLP Supervisor	Electrical	\$128,969.7434	\$2,480.1874	\$67.5581
		Mechanical	\$127,767.0620	\$2,457.0589	\$67.5581
Level 3	BLP Trade	Electrical	\$113,321.3866	\$2,179.2574	\$58.8861
		Mechanical	\$111,990.4784	\$2,153.6630	\$58.8861
Level 2	BLP Operator		\$98,463.4872	\$1,893.5285	\$54.1132
Level 1	BLP Operator (Trainee)		\$86,480.2482	\$1,663.0817	\$47.5085

Casual & Permanent Part Time Employee			Base Rate	Casual Hourly Rate (+25%)	Permanent Part Time Overtime Hourly Rates		Casual Overtime Hourly Rates	
					at 2.0x	at 2.5x	at 2.0x	at 2.5x
Level 4	BLP Supervisor	Electrical	\$59.0453	\$73.8066	\$118.0907	\$147.6134	\$132.8520	\$162.3747
		Mechanical	\$59.0453	\$73.8066	\$118.0907	\$147.6134	\$132.8520	\$162.3747
Level 3	BLP Trade	Electrical	\$55.2516	\$69.0645	\$110.5032	\$138.1291	\$124.3161	\$151.9420
		Mechanical	\$55.2516	\$69.0645	\$110.5032	\$138.1291	\$124.3161	\$151.9420
Level 2	BLP Operator		\$49.5287	\$61.9109	\$99.0574	\$123.8217	\$111.4396	\$136.2039
Level 1	BLP Operator (Trainee)		\$44.5775	\$55.7219	\$89.1549	\$111.4437	\$100.2993	\$122.5880

Allowance	Amount
Leading Hand Allowance (per hour)	\$2.2200
Higher Duties Allowance (per hour)	\$3.6770
Meal Allowance (per occasion)	\$23.3519
Stevedoring Allowance (per hour)	\$40.6404
Black Box / Hatch Person / Splashing & Trimming Allowance (per hour)	\$8.2002
Ships Crane & Excavator in Hold Allowance (per hour)	\$18.9256