



**DP WORLD**

**DP World Container  
Parks Melbourne  
Enterprise  
Agreement  
2024**

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## 1. Title

This Agreement shall be known as the 'DP World Container Parks Melbourne Enterprise Agreement 2024'.

## 2. Interpretation

Certain words and phrases used in this Agreement are defined in the Dictionary at Schedule 1.

## 3. Agreement Coverage

3.1 This Agreement covers:

- a) The Company's business operated at Gate 7, Dock Link Road West Melbourne, VIC 3003; and
- b) subject to clause 3.2, Employees of the Company who perform work in the classifications in Schedule 2 of this Agreement;

3.2 This Agreement does not cover any employee who is not covered by the role classifications as set out in Schedule 2.

## 4. Period of Operation

4.1 This Agreement comes into operation seven (7) days after it is approved by the Commission.

4.2 The nominal expiry date of this Agreement is four (4) years after the commencement date set out in clause 4.1.

4.3 Negotiations for the replacement agreement will commence three (3) months before the nominal expiry date of this Agreement.

## 5. Relationship to Legislation and Awards

5.1 This Agreement shall be read in conjunction with the Modern Awards as varied from time to time.

5.2 Wherever this Agreement provides a superior entitlement to the Modern Awards or the NES or any other legislation, the Agreement will apply in satisfaction of (and not in addition to) the corresponding entitlement.

5.3 Where there is any inconsistency between this Agreement and any provisions of the Modern Awards, the Agreement shall apply to the extent of the inconsistency. Provided however that the Award provisions shall cease to apply only to the extent and for the period necessary to permit the operation of this Agreement.

5.4 This Agreement is not intended to detract from Employees' entitlements under the NES. In any case where this Agreement would provide a lesser entitlement than the NES, the Employee will receive the NES entitlement.

5.5 Where there is any inconsistency between this Agreement and any provision of the employee's Employment Agreement this Agreement shall apply to the extent of the inconsistency.

## 6. Relationship to Policies

6.1 This Agreement is supported by the Company's policies and procedures, as varied from time to time. These policies and procedures do not form part of this Agreement.

6.2 The Company may amend its policies and procedures at any time, at its sole discretion.

## 7. Intent of Agreement

- 7.1 This Agreement is directed towards the achievement of the following:
- a) The delivery of best in class productivity, performance, customer service;
  - b) A safe workplace;
  - c) A constructive and co-operative working relationship;
  - d) An engaged workforce;
  - e) Open communication; and
  - f) A Diverse and inclusive workforce.

## 8. Employment

The Company can employ an Employee on a full-time, part-time or casual basis.

### 8.1 Full-time employment

Full-time employees will be engaged to work an average of 38 ordinary hours per week, which may be averaged over a period of up to 12 months however from commencement will be averaged monthly.

### 8.2 Part-time employment

- a) Part-time Employees will be engaged to work an average of greater than twelve (12) and less than 38 ordinary hours per week, which may be averaged over a period of up to 12 months however from commencement will be averaged monthly.
- b) Where a part-time employee works more than their agreed average weekly hours, any additional hours will be paid at the overtime rates in clause 9.6.
- c) Upon engagement, the Company and a part-time Employee will agree on a regular pattern of work, specifying at least the hours worked each day, which days of the week the Employee will work and the actual starting and finishing times each day.
- d) Except as otherwise specified in this Agreement, part-time employees are entitled on a pro rata basis to the pay and other entitlements set out in this Agreement, based on the proportion of their ordinary weekly hours to 38 hours per week.

### 8.3 Casual employment

- a) Casual employees will be engaged by the hour, with a minimum payment of four (4) hours' work for each engagement.
- b) Casual employees are not entitled to paid leave, other than in accordance with any applicable legislation.
- c) For each hour worked, a casual Employee is entitled to:
  - i. the Base Hourly Rate for their classification; plus
  - ii. an additional casual loading of 25% of the Base Hourly Rate for their classification.

## 9. Hours of Work

### 9.1 Ordinary Hours

- a) Average weekly ordinary hours for full-time and part-time day work employees will be as set out in clauses 8.1 and 8.2 respectively.
- b) The ordinary hours of work are an average of 38 per week and may be averaged over a period of up to one (1) month. The Company may average over a longer period however will provide advance notice of any change.
- c) Ordinary hours of work may be worked on any day Monday to Friday 5:00am to 6:00pm. The days on which ordinary hours are worked may include Saturday and Sunday subject to agreement between the Company and the individual employee.

- d) Ordinary Hours may be changed, subject to the Company providing the employee(s) one (1) week notice.
- e) The ordinary hours of work will not exceed 12 hours per day and will be worked continuously (except for meal breaks) between the hours of 5.00 am and 6.00 pm. By consultation between the Company and an Employee or employees concerned ordinary hours will not exceed 12 hours on any day may be worked subject to the implementation of appropriate health monitoring procedures and the provision of suitable roster arrangements.

**9.2 Shiftwork**

- a) This clause applies to shiftworkers only.
- b) The ordinary hours of work for shiftworkers will average 38 per week which will be averaged over a period of up to one (1) month on commencement. The Company may average over a longer period however will provide advance notice of any change.
- c) The ordinary hours of work may be worked on any day Monday to Sunday.
- d) The ordinary hours of work will not exceed 12 hours per day and will be worked continuously (except for meal breaks) between the hours of 5.00 am and 6.00 pm. By consultation between the Company and an Employee or employees concerned ordinary hours will not exceed 12 hours on any day may be worked subject to the implementation of appropriate health monitoring procedures and the provision of suitable roster arrangements.
- e) Shiftworkers who work an Early Morning, Afternoon Shift or Night Shift or Permanent Night Shift, will receive a loading for ordinary hours on such shifts. These loadings are not cumulative and only the highest rate will apply.
- f) Shift start times are set out below:

<b>Shift</b>	<b>Start time</b>
Early Morning Shift	Shift that commences before 5am
Day/ Morning Shift	Shift that commences at or after 5 am and before or at 10 am
Afternoon Shift	Shift that commences after 10 am and before or at 4 pm
Night Shift	Shift that commences after 4 pm and no later than 12 am

- g) Shift start times may be varied to accommodate operational requirements.

**9.3 Weekend Hours**

**9.3.1 Saturday work**

- a) All ordinary time worked on a Saturday must be paid for at the rate of time and a half (150%) of the employees Base Hourly Rate.
- b) An Employee required to work on a Saturday must be afforded at least three (3) hours' work or must be paid for 3 hours at the appropriate rate.

**9.3.2 Sunday work**

- a) All time worked on a Sunday must be paid for at the rate of double time (200%) of the employees Base Hourly Rate.
- b) An Employee required to work on a Sunday must be paid for a minimum of four (4) hours work at double time.
- c) Except at the changeover of shifts, a shift worker may not be required to work more than one shift in each 24-hour period.

## **9.4 Rosters**

- 9.4.1 Employees have a permanent roster outlining the commencement and finish time of each shift. Such times having been set may be:
- a) Altered by providing a minimum of 1 week notice to the affected employee(s); or
  - b) A lesser period by agreement between the Company and the individual employee.

## **9.5 Meal Breaks**

- 9.5.1 Meal breaks taken by employees may be staggered by the Company to meet operational requirements.
- 9.5.2 Subject to clause 9.5.1, an Employee must not be required to work more than five hours without a break.
- 9.5.3 Employees will be entitled to take their 20-minute rest break within the first five hours of their shift, with a 30-minute unpaid meal break thereafter in accordance with operational requirements.

## **9.6 Overtime**

- 9.6.1 Where an Employee is required to work:
- a) in excess of the ordinary hours of work in clause 9.1.3, or in the case of Shift workers 9.2.3; or
  - b) in the case of any Employee working hours outside the span of hours in clause 9.1.3 or 9.2.3 the Company will:
    - i. for the first two hours of overtime worked by the employee, pay 150% of the employee's Base Hourly Rate; and
    - ii. for any hours worked after the first two hours of overtime, pay 200% of the employee's Base Hourly Rate.
- 9.6.2 Employees are required to work reasonable overtime if it is required by the Company. Forklift Operators will be required to work a minimum of 15 weekend overtime shifts and Surveyors will be required to work a minimum of 10 weekend overtime shifts per annum.
- 9.6.3 The request for reasonable overtime by the Company will consider risks to an employee's health and safety, the employee's personal circumstances including genuine family responsibilities where alternate arrangements cannot be made and the operational needs of the business.

# **PAY AND RELATED MATTERS**

## **10 Base Rate**

The minimum Base Rate for each classification is set out in Schedule 3 to this Agreement.

## **11 Increases in the Base Rate**

- 11.1 During the nominal period of this Agreement, rates of pay will be adjusted as follows:
- a) from the first full pay period commencing on or after the date this Agreement commences to operate an increase of 7%;
  - b) from the first full pay period commencing on or after 12 months from the date this Agreement commences to operate an increase of 3%; and
  - c) from the first full pay period commencing on or after 24 months from the date this Agreement commences to operate an increase of 3 %; and
  - d) from the first full pay period commencing on or after 36 months from the date this Agreement commences to operate an increase of 3 %.

## 11 Penalty Rates and Allowances

The penalty rates and allowances payable are set out in Schedule 4 to this Agreement.

## 12 Superannuation

- 12.1 The Company will make superannuation contributions in accordance with Superannuation Legislation to a superannuation fund of the employee's choice.
- 12.2 If an Employee does not nominate a superannuation fund, superannuation contributions will be made to the Employee's last known Superannuation Account as provided by the Australian Tax Office.

## 13 Payment of Wages

- 13.1 The Company will pay employees' wages owed in arrears into the employees nominated bank accounts on at least a fortnightly basis.
- 13.2 The Company will reimburse Employees for any approved expenses, not otherwise provided for in this Agreement, reasonably incurred in the performance of duties on behalf of the Company.
- 13.3 Employees may designate a portion of their salary which shall be paid directly into their superannuation fund as a voluntary contribution, in accordance with relevant legislative arrangements.

## 14 Novated Lease

- 14.1 Subject to agreement by the Company, eligible Full Time Employees may elect in writing to forego part of their remuneration under a salary sacrifice arrangement for the purposes of entering a novated lease in accordance with the applicable Company policies and procedures as varied from time to time.
- 14.2 Any such salary sacrifice arrangement can only take effect after the Company has received the Employees written election in accordance with this clause.
- 14.3 If an Employee enters into a salary sacrifice arrangement, then in determining the applicable salary sacrifice amount, the Company will take into account the total cost to the Company of providing the agreed benefits, including any fringe benefits tax payable under applicable law, in respect of any component of the benefit provided under the salary sacrifice arrangement.

## LEAVE, PUBLIC HOLIDAYS AND REDUNDANCY

### 15 Annual Leave

- 15.1 Annual leave is provided for in the NES. This clause deals with additional matters.
- 15.2 Current Employees at the commencement of this Agreement will maintain their existing annual leave entitlement in the event it is more generous than the NES entitlement.
- 15.3 A Minimum of one (1) week notice will need to be provided by the Employee to the Company for annual leave requests. Approvals will be subject to operational requirements.
- 15.4 During a period of annual leave an Employee will be paid 17.5% annual leave loading calculated on the Rates of Pay at Schedule 3.
- 15.5 Annual close-down**
  - a) The Company may close down its enterprise or part of it for the purpose of allowing annual leave to the majority of its employees in the enterprise or part of it, provided that:
  - b) the Company gives at least four (4) weeks' notice of its intention to do so;



- c) an Employee who has accrued sufficient annual leave to cover the period of the close-down is allowed leave and paid at the appropriate rate;
- d) an Employee who has not accrued sufficient leave to cover part or all of the close-down is allowed paid leave for the period for which they have accrued sufficient leave and will be granted unpaid leave for the remainder of the close-down; and
- e) any leave taken as a result of a close-down under this clause counts as service by the Employee with the Company.

## 16 Personal and Compassionate Leave

16.1 Personal and Compassionate leave are provided for in the NES. This clause deals with additional matters.

### 16.2 Notice and evidence requirements:

- a) An Employee is required to give notice and evidence in relation to the taking of Personal and Compassionate leave in accordance with the Policy.

## 17 Community Service Leave

As per the NES.

## 18 Public Holidays

- 18.1 Employees may be required to work on a public holiday (or on a day that is recognised as being a substitute public holiday) if work is required to be performed on that day.
- 18.2 Where work is required to be performed on the public holiday, the Company will call for volunteers at least 10 days prior to the public holiday.
- 18.3 If the Company is unable to obtain the requisite labour with the necessary skills on Public Holidays to meet customer service requirements due to insufficient volunteers, the Company may roster employees to work that public holiday as required.
- 18.4 The Company will take all reasonable steps to notify employees of planned allocations, where possible two (2) days before the Public Holiday.
- 18.5 All hours worked by an Employee on a public holiday will be paid at the rate of 250% on the employee's Base Hourly Rate. No additional shift allowances will be payable.
- 18.6 An Employee required to work on a public holiday will receive minimum engagement of four hours work even if less hours are worked.

## 19 Long Service Leave

Employees are entitled to long service leave in accordance with the relevant State Long Service Leave Legislation that applies to the employee.

## 20 Parental Leave

The Company has a Parental Leave Policy. The policy is available from your local HR team member or via the Portal.

## 21 Domestic Violence

The Parties to the Agreement are committed to providing support to employees who experience domestic violence. The Company has a Domestic and Family Violence Assistance Policy which outlines various support mechanisms and avenues for assistance.

## 22 Notice Of Termination

Notice of termination is provided for in the NES.

## 23 Redundancy

Redundancy payments are provided for in the NES.

# FLEXIBILITY, CONSULTATION AND DISPUTE RESOLUTION

## 24 Making Flexibility Arrangements

24.1 The Company and an Employee covered by this Agreement may agree to make an Individual Flexibility Arrangement (IFA) to vary the effect of terms of the Agreement if:

24.1.1 the IFA deals with one (1) or more of the following matters:

- a) arrangements about when work is performed;
- b) overtime rates;
- c) penalty rates;
- d) allowances;
- e) leave loading; and

24.1.2 the IFA meets the genuine needs of the Company and Employee in relation to one (1) or more of the matters mentioned in clause 24.1.1; and

24.1.3 the arrangement is genuinely agreed to by the Company and Employee.

24.2 The Company must ensure that the terms of the IFA:

- a) are about permitted matters under section 172 of the Act;
- b) are not unlawful terms under section 194 of the Act; and
- c) result in the Employee being better off overall than the Employee would be if no IFA was made.

24.3 The Company must ensure that the IFA:

- a) is in writing;
- b) includes the name of the Company and Employee;
- c) is signed by the Company, the 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 this Agreement that will be varied by the IFA;
  - ii. how the IFA will vary the effect of those 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 IFA, and
  - iv. states the day on which the arrangement commences.

24.4 The Company must give the Employee a copy of the IFA within 14 days after it is agreed to.

24.5 The Company or Employee may terminate the IFA:

- a) by giving 28 days' written notice to the other party to the arrangement: or
- b) if the Company and Employee agree in writing at any time.

## 25 Consultation About Change

25.1 This clause applies if the Company:

- 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.
- b) proposes to introduce a change to the regular roster or ordinary hours of work of employees.

### 25.2 Major change

25.2.1 the Company must notify the Relevant Employees of the decision to introduce the major change.

25.2.2 The Relevant Employees may appoint a representative for the purposes of the procedures in this term. If:

- a) a Relevant Employee appoints, or Relevant Employees appoint, a representative for the purposes of consultation; and
- b) the Relevant Employee(s) advise the Company of the identity of the representative; the Company must recognise the representative.

25.2.3 As soon as practicable after making its decision, the Company must:

- a) discuss with the Relevant Employees:
  - i. the introduction of the change;
  - ii. the effect the change is likely to have on the employees; and
  - iii. measures the Company is taking to avert or mitigate the adverse effect of the change on the employees; and
- b) 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;
  - ii. information about the expected effects of the change on the employees; and
  - iii. any other matters likely to affect the employees.

However, the Company is not required to disclose confidential or commercially sensitive information to the Relevant Employees.

25.2.4 The Company must give prompt and genuine consideration to matters raised about the major change by the Relevant Employees.

25.2.5 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 Company, the requirements set out in clauses 25.2.1, 25.2.2 and 25.2.3 are taken not to apply.

25.2.6 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;
- b) major change to the composition, operation or size of the Company's workforce or to the skills required of employees;
- c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure);
- d) the alteration of hours of work;
- e) the need to retrain employees;
- f) the need to relocate employees to another workplace; or
- g) the restructuring of jobs.

### 25.3 Change to regular roster or ordinary hours of work

25.3.1 the Company must notify the relevant employees of the proposed change.

- 25.3.2 The relevant employees may appoint a representative for the purposes of the procedures in this term and the Company must recognise that representative.
- 25.3.3 As soon as practicable after proposing to introduce the change, the Company 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:
    - (i) all relevant information about the change, including the nature of the change; and
    - (ii) information about what the employer reasonably believes will be the effects of the change on the employees; and
    - (iii) information about any other matters that the employer reasonably believes are likely to affect the employees; and
  - (c) 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).
- However, the Company is not required to disclose confidential or commercially sensitive information to the relevant employees.
- 25.3.4 The Company must give prompt and genuine consideration to matters raised about the change by the relevant employees.

## 26 Resolving Disputes

- 26.1 If a dispute between an Employee covered by this Agreement and the Company relates to:
- a) a matter arising under this Agreement; or
  - b) the NES;
- this clause sets out procedures to resolve the dispute.
- 26.2 An Employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this term.
- 26.3 In the first instance, the parties to the dispute. must try to resolve the dispute at the workplace level, by discussions between the employee/sand relevant supervisors and/or middle management.
- 26.4 If the matter is not resolved, the matter may be referred to senior management of the Company to try and resolve the dispute. In advance of this meeting the nature of the dispute and the desired resolution must be particularised in writing.
- 26.5 If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to the Commission. The Commission may in the first instance deal with the dispute as it considers appropriate by either mediation, conciliation, expressing an opinion or making a confidential recommendation. If the dispute is still not resolved either party may seek that the Commission deal with the dispute by way of arbitration.
- 26.6 While the parties are trying to resolve the dispute using the procedures in this clause:
- a) an Employee must continue to perform his or her work as he or she would normally unless he or she has a reasonable concern about an imminent risk to his or her health or safety; and
  - b) an Employee must comply with a direction given by the Company to perform other available work at the same workplace, or at another workplace, unless:
  - c) the work is not safe; or
  - d) applicable occupational health and safety legislation would not permit the work to be performed; or
  - e) the work is not appropriate for the Employee to perform; or
  - f) there are other reasonable grounds for the Employee to refuse to comply with the direction.

## OTHER

### 27 Work Health & Safety

- 27.1 The Parties are committed to a workplace that provides zero harm to people and the environment Accordingly, all Parties are committed to continuous improvement of the occupational health and safety standards in the workplace.
- 27.2 The parties will ensure compliance with the Work Health and Safety Act 2011 (as replaced or amended) and Regulations, agreed and relevant guidelines, codes of practice made under legislation and the Company's Safety Policy and procedures.
- 27.3 The Company will consult with affected Employees on any changes to procedures that may affect health and safety.

### 28 Employee Assistance Program

The Company will provide Employees with access to an Employee Assistance Program.

### 29 PPE And Tools

- 29.1 The Company will provide personal protective equipment (PPE) and tools to Employees.
- 29.2 In the event of loss or wilful damage to PPE or tools (other than fair wear and tear), Employees agree that a deduction may be made by the Company from any amounts that may be owed and payable by the Company to Employees (including payment for any accrued but untaken entitlements).
- 29.3 The amount that may be deducted by the Company under clause 29.2 is limited to the cost incurred by the Company as a consequence of any loss or damage to PPE or tools (for example, the replacement cost of PPE or tools).

### 30 Licences and Qualifications

- 30.1 The Company will meet the cost of:

- a) Relevant training;
- b) refresher training;
- c) testing;
- d) licence applications; or
- e) licence renewals,

in connection with the licences or qualifications employees require for the performance of duties and in accordance with the requirements of each classification level. At the commencement of this Agreement licences that the Company will pay for are Forklift, IICL & DPI and Reach Stacker. The Company will only pay for the number of licences it requires and approves.

- 30.2 Employees will be required to repay the cost if they leave the Company within 12 months for any training or qualifications obtained through the Company.

### 31 Recovery of Amounts for Overpayments

- 31.1 In the event that an Employee is paid an amount that is not due and owing by the Company to an Employee at law (an overpayment), the Employee agrees that a deduction may be made by the Company from any amounts owed and payable by the Company to the Employee (including payment for any accrued but untaken entitlements).
- 31.2 The amount that may be deducted by the Company under clause 31.1 is limited to the amount of the overpayment received by the employee.

31.3 The Company and the Employee will agree a reasonable repayment plan having regard to the amount of the overpayment and time with which the overpayment was discovered.

31.4 The Employee agrees that this clause is reasonable.

## Signature page

**Signed for and on behalf of the Company** by its duly authorised representative:



Representative signature

General Manager - Container Parks

Authority of Representative to sign

Jay Kelcey

Print Name

4 Bumborah Point Road, Port Botany NSW 2036

Address

13 May 2024

Date



Witness signature

Riona Burke - Human Resources Manager

Witness Name

4 Bumborah Point Road, Port Botany NSW 2036

Address

**Signed for and on behalf of the Employees** covered by this Agreement:



Representative signature

BARGAINING REP

Authority of Representative to sign

CHRIS ARAPOGLOU

Print Name

GATE 7 DOCK LINK RD

Address WEST MELBOURNE

13-5-24

Date



Witness signature

Jamie Quarrier

Witness Name

Gate 7 Dock Link Rd, West Melbourne

Address



# Schedule 1 - The Dictionary

This Dictionary sets out the meaning of certain words and phrases used in this Agreement.

Word/phrase	Meaning
Act	The Fair Work Act 2009 (Cth) as amended or replaced from time to time.
Agreement	The DP World Container Parks Melbourne Enterprise Agreement 2023.
Base Rate	For permanent employees, the Base Rate is set out at 0 and is expressed as an hourly rate.
Base Hourly Rate	The Base Hourly Rate of pay is set out at 0.
Commission	The Fair Work Commission, and anybody that replaces it.
Company	DP World Australia Container Parks Limited <sup>1</sup>
Employee	An employee covered by this Agreement.
Group Company	A related bodies corporate as defined by the Corporations Act 2001
IFA	An individual flexibility arrangement made under clause 24
Modern Awards	Means the Manufacturing and Associated Industries and Occupations Award 2020 and Storage Services and Wholesale Award 2020, as amended or replaced from time to time.
NES	Part 2-2 of the Act as amended or replaced from time to time.
Parties	The Company and the employees covered by the Agreement
Public holiday	The same meaning as in section 115 of the Act, as amended or replaced from time to time.
Relevant Employee	An employee who may be affected by a change referred to in clause 25 and <b>Error! Reference source not found.</b>
State Long Service Leave Legislation	Long Service Leave Act 1955
Superannuation Legislation	Superannuation Guarantee (Administration) Act 1992



# Schedule 2- Classification structure

Roles will be classified by the Company according to the following structure:

## 1. Forklift / Container Storage

<b>Level 1</b>	Trainee Forklift Operator - being a Forklift Operator without container handling experience to be used for the first 6 months of employment or a driver of a forklift with lifting capacity of less than 5 tonnes.
<b>Level 2</b>	Forklift Operator with minimum 6 months container handling experience and has completed a VOC.
<b>Level 3</b>	Forklift Operator that operates a Reach Stacker and has completed a VOC.

## 2. Repair and Maintenance

<b>Level 1</b>	Repairer who performs tasks including but not limited to washing and minor repairs such as a sanding and painting to containers.
<b>Level 2</b>	Repairer who can competently perform the tasks in level 1 and who can also undertake minor repairs including welding and patching containers.
<b>Level 3</b>	Repairer who can competently perform the tasks in level 1, 2 and undertakes more complicated and extensive repair work.

## 3. Surveying

<b>Level 1</b>	Trainee Surveyor who has no prior experience in container survey works, used for the first 12 months of employment.
<b>Level 2</b>	Surveyor with a minimum of 12 months industry experience who can perform container survey assessments.
<b>Level 3</b>	Surveyor with over 5 years industry experience who can perform container survey assessments or 3 years industry experience with IICL qualification.

## 4. Gate Clerks

<b>Level 1</b>	Gate Clerk with less than 12 months gate house experience who performs tasks including but not limited to, booking and management of vehicles using various systems along with ancillary administrative tasks.
<b>Level 2</b>	Gate Clerk with over 12 months gate house experience who performs tasks including but not limited to, booking and management of vehicles using various systems along with ancillary administrative tasks.

# Schedule 3- Rates of Pay

## 1. Forklift/Storage

Classification	Base Hourly Rates from commencement of the Agreement:	Year 2	Year 3	Year 4
Level 1	\$31.29	\$32.22	\$33.18	\$34.17
Level 2	\$35.75	\$36.82	\$37.92	\$39.05
Level 3	\$39.11	\$40.28	\$41.48	\$42.72

## 2. Repair Stream

Classification	Base Hourly Rates from commencement of this Agreement:	Year 2	Year 3	Year 4
Level 1	\$29.96	\$30.85	\$31.77	\$32.72
Level 2	\$32.10	\$33.06	\$34.05	\$35.07
Level 3	\$34.24	\$35.26	\$36.31	\$37.39

**Note:** The Repair stream hourly rates include the Dirty Work allowance.

## 3. Survey

Classification	Base Hourly Rates from commencement of this Agreement:	Year 2	Year 3	Year 4
Level 1	\$32.10	\$33.06	\$34.05	\$35.07
Level 2	\$34.24	\$35.26	\$36.31	\$37.39
Level 3	\$36.88	\$37.98	\$39.11	\$40.28

## 4. Gate Clerks

Classification	Base Hourly Rates from commencement of this Agreement:	Year 2	Year 3	Year 4
Level 1	\$27.00	\$27.81	\$28.64	\$29.49
Level 2	\$29.00	\$29.87	\$30.76	\$31.68

## Schedule 4 - Penalty and allowance rates

Allowance	Allowance
Leading hand allowance	\$2.50/hour task performed (note 3-hour minimum at clause 14 does not apply).
Meal Allowance	\$21.50 if work one-hour overtime
IIICL / DPI Allowance	\$ 2.00 per hour when employed to perform work requiring IIICL or DPI qualification

Shift Allowance	Percentage
Early morning	12.5% (payable for shifts starting before 5am only)
Afternoon	15%
Night	30%