

AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION

Workplace Relations Act 1996

S.170LJ - Agreement with organisations of employees (Division 2)

The Australian Institute Of Marine And Power Engineers, and

Adsteam Harbour Pty Ltd
(AG2006/3803)

ADSTEAM HARBOUR /AIMPE CERTIFIED AGREEMENT 2006

Port and harbour services

COMMISSIONER RAFFAELLI

SYDNEY, 24 MARCH 2006

CERTIFICATION OF AGREEMENT

In accordance with section 170LT of the Workplace Relations Act 1996, the Commission hereby certifies the attached written agreement.

This agreement shall come into force from 24 March 2006 and shall remain in force until 31 January 2009.

BY THE COMMISSION:

COMMISSIONER

Adsteam Harbour/AIMPE Certified Agreement 2006

Preamble and Principles of this Agreement.

Adsteam and its employees are committed to providing a towage service which is second to none in flexibility and reliability and to do so at reasonable cost to customers, who are entitled to expect nothing less.

Adsteam understands that its employees are critical to the achievement of service and cost objectives. Recognising this, employees will be remunerated fairly, will be provided with a safe working environment and will be given opportunities in accordance with this Agreement to improve their skill levels and develop career choices. Employees will be able to effectively express views on issues affecting them and the business and Adsteam will be receptive to those views and ideas that can reasonably be achieved.

Adsteam believes that employee organizations have an important role to play in representing employees. For this reason, this Agreement has been negotiated on a collective basis between Adsteam and the AIMPE for the benefit of employees engaged as engineers.

Adsteam is an equal opportunity employer. The parties will not unlawfully discriminate between employees on the basis of any grounds covered by Federal or-State anti-discrimination legislation.

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1. Title.

1.1 This Agreement will be known as the Adsteam Harbour/AIMPE Certified Agreement 2006

2. Parties Bound.

2.1 This Agreement is binding upon:

Adsteam Harbour Pty. Limited [Adsteam]; and

The Australian Institute of Marine and Power Engineers (the union); and

Employees of Adsteam covered by this Agreement who are members of the union or are eligible to become members of the union.

3. Application.

3.1 This Agreement applies to employees of Adsteam in Australia who are engaged in the ports listed in schedule 1 in the classification of engineer in the performance of work on tug boats.

3.2 In the absence of a specific agreement to the contrary, this Agreement will not apply to Tug and Barge or any other operations of the Company.

3.3 It is the intention of the parties that all of the provisions of this Agreement pertain to the employment relationship [or are ancillary thereto]. It is also the intention of the parties that if any clause or sub-clause is found not to pertain to the employment relationship [or be ancillary thereto] or otherwise found not to be

enforceable, then the particular clause or sub-clause will be inoperative but the remainder of the Agreement will continue in force.

4. Term of Agreement.

4.1 This Agreement will come into force and take effect from the date upon which it is certified by the Australian Industrial Relations Commission and will remain in force until 31 January 2009

5. Relationship with other instruments.

5.1 This Agreement is to be read in conjunction with the Tug Boat Industry Award 1999 (the Award). Where there is inconsistency between this Agreement and the Award, this Agreement prevails.

5.2 Further, except as otherwise provided in this Agreement, this Agreement replaces all previous agreements, including Port Practices Agreements, but no rights or obligations accrued under those agreements or the award at the date of certification of this Agreement will be affected.

6. Employee Duties.

6.1 The duties of an engineer include, but are not limited to:

- * The performance of statutory functions;
- * Compliance with operating procedures authorized by Adsteam, including Quality
- * Assurance and ISM procedures in so far as they relate to the engineer's duties;
- * Tug maintenance in accordance with the programmed maintenance schedule and budget;
- * Maintenance and repair of marine plant and equipment;
- * Supervision of personnel undertaking and assisting in the engineering function;
- * Responsibility for signing off on maintenance work completed;
- * Preparation of maintenance and operational reports as required;
- * Participation in safety training, including the training of other crew members;
- * Assisting other engineers as required;
- * Monitoring and review of relevant occupational health and safety standards and procedures and reporting as appropriate;
- * Ensuring day to day compliance with relevant environmental regulations;
- * Participation in operational improvement exercises and liaison with Adsteam Marine management regarding improved operational procedures, leading to a culture of continuous improvement.

6.2 In addition to the above, employees will undertake such duties as are reasonably required by management, provided that the duties are within the skills, competence and training of the employee concerned to undertake. Where required, employees will undertake training in order to maintain and enhance their skills.

6.3 In the application of this clause management will have regard to its occupational health and safety obligations under law.

7. Recruitment.

7.1 Where the company intends to recruit permanent engineer employees it will:

- * Advertise the position (the union will be advised of this and may identify candidates for consideration);
- * Screen and interview applicants;
- * Check references and medical fitness for the job;
- * Choose the successful applicant on the basis of merit;
- * Continue to engage engineer employees who possess either class 1 class 2, or class 3 Certificates of Competency as required to meet the needs of the business. In the case of the holder of a class 3 Certificate of Competency, that person will also hold a trade qualification as either a fitter and turner, diesel fitter, electrical fitter or other relevant or equivalent engineering trade.

7.2 The successful applicant will be required to serve a three month period of probation. At the conclusion of the three month period of probation the company will, subject to the satisfactory performance of the employee during the probationary period, confirm the appointment. Where the company considers that the performance of the employee was not satisfactory during the probationary period it may, at its discretion, extend the probationary period for one month.

7.3 If the performance of the employee during the initial period or the extended period of probation is deemed unsatisfactory by the company it may terminate the employee's employment at that time.

7.4 Where an appointment is not confirmed and the employment is terminated in accordance with this clause, the employee will not be entitled to severance payment.

7.5 It is agreed that the process set out in this clause is reasonable, and must be agreed to in advance by any prospective employee.

7.6 It is a requirement that employees, once recruited, remain fit for duty. In this respect employees will attend for medical examination as required and at the company's expense

7.7 Casual employees engaged under this Agreement must possess, as a minimum, a Class 3 certificate of competency with a relevant engineering trade qualification.

8. Types of Employment.

8.1 An employee engaged under this Agreement may be engaged as a permanent full time, permanent part time fixed term or casual employee as follows;

- * A permanent full time employee is an employee who is engaged to work on a full time basis in accordance with the operating roster in the port in which the employee is engaged;
- * A permanent part time employee is an employee who is engaged for a proportion of full time employment and is paid to work at least the agreed proportion of full time work.
- * An employee engaged for a fixed term or a specific task is an employee who works on either a permanent full time or permanent part time basis, but is engaged for a fixed term or to perform a specific task; and
- * A casual employee is an employee who is not regularly rostered to work, but is engaged in single periods which will not be less than one day duration. For the purposes of this clause, "one day" means 24 hours from the start time notified.

8.2 At the time of engagement the employee will be advised whether he or she is to be engaged as a permanent full time, permanent part time or casual employee and where appropriate, the duration of the engagement and the specific term or task.

9. Remuneration.

9.1 Full time employees will be paid a salary relevant to the port where the employee is employed (see schedule 1). Except as provided in schedule 2 and elsewhere in this Agreement, the salary includes all allowances, disabilities and penalty payments but does not include any remote location allowance paid to employees in Weipa. The salary will be paid in fortnightly increments.

9.2 Permanent part time employees will be paid pro rata the equivalent salary and conditions as full time employees.

9.3 Casual Employees

9.3.1 Except as otherwise provided for in this agreement, and in particular at clause 27.7, the payments contained in this clause will be in full satisfaction for all work carried out by casual employees.

9.3.2 The term of engagement of casual employees will commence from the nominated start time first advised by Adsteam and the employee will be paid in 24 hr blocks from that time.

9.3.3 Where the nominated time is brought ahead and the employee is available for duty then the engagement will commence from the new start time.

9.3.4 Where the period of employment is six continuous days or less payment will be 1.25 times the daily rate for that port for the period worked.

9.3.5 Where the period of employment exceeds six continuous days, the casual employee will accrue leave at the accrual rate for that port for the full period worked.

9.3.6 Except in those ports where a system of non predictable leave is used, casual employees engaged to relieve an employee due to a predictable long term absence (i.e greater than 6 continuous days as a result of Long Service Leave or long term absence due to a work related injury) will be engaged for the full period.

9.3.7 Casuals employed for any other reason will be paid for the period of engagement necessary to meet the needs of the business.

9.3.8 Where a casual has been employed by Adsteam on a frequent basis during the six months prior to certification or registration of this Agreement they shall continue to be paid in accordance with the practices applicable immediately prior to the certification or registration of this Agreement, using the relevant port salary and leave accrual rate as the basis for calculation.

9.3.9 The provisions of sub clause 9.3.8 will not apply in circumstances where the casual employee has not made himself/herself reasonably available for work during a period of six months.

10. Hours of Work, Rosters and Meals.

10.1 There will be a set of Port Operations Procedures developed in each port containing the details of operational matters relating to Hours of Work, Rosters and Meals. The Port Operations Procedures will set out the details in respect of the following matters:

- * A roster, including the detail of work days, and predictable leave days;
- * Details of the procedures to be used for the giving, receipt and acknowledgement of work orders;
- * Hours of work and regular duty requirements;
- * Allocation of work;
- * Meal breaks;
- * Exhaustion;

- * Relief arrangements to be utilised in the Port;
- * Other issues of an operational nature, specific to the Port.

10.2 The parties agree to continue to consult at a senior level so as to ensure that fatigue is managed appropriately. When reviewing or developing Port Operations Procedures, regard will be had to the following guidelines:

- * Towing operations are carried out over 24 hours per day on every day of the year.
- * Employees will be available for work in accordance with the applicable roster.
- * To ensure that employee's duties are not impaired by fatigue the parties will be guided by State legislation and STCW 95 Chapter V111/1;
- * Hours of duty and work arrangements;
- * Rosters must provide at least 168 days of leave and wherever possible leave should be predictable;
- * Where (consistent with the effective operation of the port), it is not possible in a port roster to give 168 predictable days of leave then every endeavour must be made to maximise the predictable leave component;
- * Details of the procedures to be used for the giving, receipt and acknowledgement of work orders;
- * Allocation of work;
- * Relief arrangements;
- * Other issues of an operational nature, specific to the port.

10.3 It is agreed that because of the unpredictability of vessel movements the strict application of STCW 95 chapter V111/1 may not always be possible, however, an employee must be provided with minimum aggregate rest of 70 hours in 7 days.

10.4 The parties will keep fatigue management and the operation of the roster under review in each port so as to ensure the proper management of fatigue.

10.4.1 If, due to unusual operational circumstances an employee is required to be on duty for eighteen hours the employee will be entitled to a break of at least 6 hours at the end of the period. On the following day the employee must be given a break of ten hours uninterrupted, within that 24 hour period.

10.5 Once these procedures are established they shall be read as if they were part of this Agreement.

10.6 Changes to these procedures may be made by agreement following consultation, or as follows:

- * Where the Company is proposing the change it will notify the union in writing of the proposed changes and where the union is proposing the change it will likewise notify the company in writing;
- * The parties will commence consultation about the matters set out above, within seven days of such notification;
- * Consultation will continue until the parties achieve a consensus about the changes;
- * In the event that the parties cannot achieve a consensus within a reasonable timeframe, the party proposing the change may give 28 days notice requiring that the change be implemented.
- * During the notice period, either party may make application in accordance with the Dispute Resolution Procedure and if such application is made, the status quo will remain until the matter is settled.

10.7 A copy of this Agreement and the Port Operating Procedures will be kept in a convenient location at the Port

11. Availability.

11.1 Employees will be available for work in accordance with this Agreement and as required under the roster applicable in each port.

12. Leave.

12.1 Full time employees will be entitled to a minimum of 168 days of leave per annum in recognition of weekend days, public holidays, annual leave and 28 days off in lieu of the 35 hour week (where a 35 hour week is applied, employees will be entitled to 140 days of leave). In addition to the rostered leave and/or leave in running provided in Port Operations Procedures, full time employees will be entitled to the following leave:

12.2 Sick Leave.

12.2.1 Employees will be entitled to ten days paid sick leave per year. One day of this entitlement will be preserved in a bank of sick leave, which may be used as follows:

- * Where an Engineer in the Port exhausts his/her accumulated sick leave entitlement he/she may apply to access additional sick leave from the bank accumulated by engineers under 12.2.1
- * The application will be assessed jointly by the Port Manager and a representative of Engineers in the Port and where they agree the additional sick leave will be paid to the Engineer concerned from the bank.
- * Agreement will not be unreasonably withheld by either the Port Manager or the representative.
- * The bank will be reduced by one day for each day of sick leave taken from the bank.
- * The bank will only continue to operate whilst a positive balance of sick leave exists.

Sick leave not taken will be cumulative. Sick leave may be accessed for the purposes of family leave in accordance with this Agreement.

12.2.2 This clause will not apply to any period during which the employee is entitled to workers' compensation payments.

12.2.3 Where required by the company the employee will provide a doctor's certificate, which states the nature of the illness and the likely duration of the absence. Provided that, the company will not require the employee to produce a doctor's certificate in relation to an absence on sick leave of 1 day or less unless the employee's sick leave record justifies such a requirement.

12.2.4 The employee will notify the company as soon as practicable that he or she will be absent from work due to illness. Notification under this clause must be made within 24 hours of the commencement of the absence.

12.3 Bereavement Leave

12.3.1 Each employee is entitled to three days leave without deduction of salary in the following circumstances:

- * On the death of the employee's spouse, de-facto spouse, bona fide partner, mother, father, brother, sister, child, stepchild, mother in law, father in law, grandmother, grandfather or grandchild provided that the employee gives notice of the intention to take such leave as soon as reasonably practicable after the death of such relative and produces satisfactory proof of the death of such relative.
- * This entitlement will not apply during any period of leave;

12.3.2 Where the death occurs outside Australia the employee will be entitled to a further 2 days leave under this clause.

12.4 Parental Leave

12.4.1 Each employee will be entitled to one week's paid leave on the birth or at the time of adoption of a child;

12.4.2 In addition, each employee will be entitled to up to twelve months unpaid leave to care for a newborn child or a newly adopted child.

12.4.3 This entitlement will not apply during any period of leave.

12.4.4 For the purposes of this subclause, benefits accrue to part time employees in their entirety rather than on a pro rata basis and the provisions of this subclause are also available to casual employees who have been engaged on a regular and systematic basis for at least twelve months.

12.5 Study Leave.

12.5.1 Any study undertaken by the employee at the direction of the company will be at no cost to the employee.

12.5.2 In addition, the employee may elect to undertake a course of private study and provided that the study is relevant to the employee's duties and is approved beforehand by the port manager, the course costs will be reimbursed to the employee by the company on successful completion of the course or completion of the course segments.

12.6 Carers' Leave

12.6.1 An employee requiring time away from work in order to care for an immediate family member who is suffering from an illness, will be entitled to 5 days leave in any one year without loss of pay. In addition, an employee will be entitled to use normal sick leave for the purpose, up to a maximum of 13 days per year, (i.e. 8 days sick leave and 5 days Carer's leave)

12.6.2 In the case of an employee who is required to care for an immediate family member who is suffering a long term illness, the employee may, with the consent of the company, take unpaid leave for the purpose of providing care to that immediate family member. While unpaid leave is taken there will be no break in the continuity of employment of the employee, however, no entitlements based on length of service will apply in relation to that period.

12.6.3 Where required by the company the employee must provide relevant information about the nature of the illness of the person concerned including the relationship of the person to the employee.

12.6.4 The employee must provide the company with as much notice as possible in relation to the taking of leave under this clause.

12.6.5 For the purposes of this clause "immediate family" means those family members referred to under the Bereavement Leave provisions of this Agreement;

12.7 Long Service Leave.

12.7.1. Long Service Leave will accrue in accordance with the relevant State Long Service Leave legislation. For the purpose of administration, where the legislation refers to an entitlement in weeks, each week shall be equal to 5 days.

12.7.2. When an employee qualifies for a full 13 weeks (65 days) of Long Service Leave, the employee will accrue 6 days leave in addition to the Long Service Leave. This 6 days leave constitutes the amount of annual leave that would accrue during a period of Long Service Leave taken. As a result of this, no further leave adjustment of any kind will occur as a result of Long service Leave being taken.

12.7.3. The Long Service Leave Entitlement of each employee who qualifies for Long Service Leave will be reduced by 1 day for each day of rostered duty taken as Long Service Leave.

12.7.4. Where a public holiday falls during a period of Long Service Leave, the period of Long Service Leave will not be extended. This is due to the fact that the minimum 168 days of leave allowed per annum under this Agreement already includes public holiday entitlements.

12.7.5 Discharge of Long Service Leave must be in blocks of days that conform with the roster pattern applicable in the port concerned. Long Service Leave can only be taken during periods when the employee is rostered on for duty.

12.7.6 In ports where the system of work relies upon leave in running (unrostered leave), the days on which long service leave is taken will be deemed to have been work days. For example, when a full 13 weeks long service leave entitlement (65 days) is taken in a year, the employee will only be required to work on 132 days and will retain entitlement to 168 normal leave days for that year.

12.8 Discharge of excess leave

12.8.1 Where an employee accumulates leave in excess of the leave entitlements of the roster and subject to employees taking leave for rest and recuperation purposes following outside work, that excess leave may be discharged in any of the following ways:

12.8.2. At the employees' discretion, the leave may be discharged as a cash amount at the rate of one days' pay for each day accrued; or

12.8.3 At the employees' discretion, and subject to the availability of reliefs, the leave may be taken, (in which case Adsteam will use its best endeavours to provide relief to allow the taking of the leave); or

12.8.4. At the employees' discretion, the excess leave may be salary sacrificed in advance to the employees' superannuation account at the rate of one days' pay for each day accrued.

12.8.5 If the leave is not taken within 12 months of accruing it will, with the exception of a continuing balance of 10 days be automatically cashed out, unless the employer has been unable to arrange a relief.

12.8.6 Sub clause 12.8.5 will not apply in respect of leave accrued prior to the commencement of this Agreement. However, the employee retains the discretion set out in 12.8.2 12.8.3 and 12.8.4 in respect of that leave.

13. Industrial and Protective Clothing

13.1. Subject to any change in company policy Adsteam will, as a minimum, issue the following industrial and protective clothing suitable for the environment in which the tug operates to all permanent Engineers on engagement and replace these items without cost to the employee on a fair wear and tear basis. Any change in the company's policy must not result in a reduction of the quality or a reduction of the availability of protective clothing.

- * 4 x Long Sleeved Shirts;
- * 2 x Shorts or Trousers;
- * 2 x white Overalls (cotton or tropical);
- * 2 x Pairs of Safety Boots;
- * 1 x Pair of Sea Boots;
- * 1 x Cold Weather Jacket;
- * 1 x Safety Helmet;
- * 1 x Hat for sun protection;
- * 1 x 3/4 Length Wet Weather Coat;
- * 1 x Pair of Wet Weather Trousers;
- * 1 x Jumper.

N.B. Employees may elect to take an additional two overalls in lieu of the shirts and shorts/trousers listed above.

13.2 In addition to the above the company will supply:

- * UV lotion as required; and

* 1 x Pair of sunglasses of Australian UV standard quality suitable for maritime use. Clip-ons will be provided as required. Where an employee uses prescription sunglasses the company will reimburse the employee up to \$60.00 per annum.

13.3 Casual employees will be provided with a reasonable issue of clothing sufficient to perform their work with adequate protection.

13.4 The items specified in this clause will be replaced on production of evidence that they are worn out. Lost items must be replaced by the employee at the employee's own cost unless the employee can demonstrate that the loss was in no way due to the negligence of the employee.

13.5 Employees must wear the industrial and protective clothing provided in accordance with this clause, as well as any additional protective equipment deemed necessary by the company. Failure to do so will result in disciplinary action being taken.

14. Compensation for Personal Effects Lost.

14.1 If an employee should sustain loss of, or damage to, personal effects or equipment at work, the company will compensate the employee for such damage or loss by cash payment to the equivalent value of the loss or damage up to a maximum of \$2000.00, provided that the maximum compensation for the loss of or damage to any single item will be \$750.00.

15. Accident Make-Up Pay

15.1 In the event of an employee requiring time off work as a result of an accident where workers' compensation is paid, including any period off work as a result of a recurrence or aggravation of the injury, the employee will be paid for a total period of 52 weeks at the appropriate salary rate.

15.2 After 52 weeks, payment will be made in accordance with statutory entitlements applicable under State Workers' Compensation Law. At this point the company may review the continuing employment of the employee, taking into account the available medical advice as to the likelihood of a return to full duties and the requirements of the relevant State Workers' Compensation Law. On completion of the review the company will decide whether or not it is appropriate to continue the employee's employment and take appropriate action.

15.3 The company will provide equivalent insurance cover for accidents occurring on the journey, via the most direct route, between the employee's home and place of employment where the Workers' Compensation Scheme in the relevant State no longer provides such cover.

16. Occupational Health and Safety

16.1 This Agreement will in no way conflict with relevant Occupational Health and Safety requirements which confer a duty of care on the parties.

16.2 The company will provide a safe working environment by taking reasonable measures to minimize the risks associated with identified hazards and by being rigorous in investigating all hazardous occurrences and incidents. Employees will comply with all reasonable requirements of the company in these respects.

16.3 The company will provide expert injury management services in order to expedite the full recovery and the earliest possible return to work of an injured employee.

16.4 Employees must exercise duty of care to both themselves and others in the workplace. If an injury occurs employees will cooperate in injury management and rehabilitation programs in order to achieve full recovery and an early return to work. Employees will cooperate fully in all safety initiatives implemented by the company.

17. Dispute Resolution Procedure.

17.1 Subject to the provisions of the Workplace Relations Act the following procedure shall apply where a matter arises which could lead to a dispute affecting any member or members of a union party to this agreement.

17.1.1 Where the delegate or representative on the tug of the union becomes aware of any such matter he or she shall forthwith take it up with the local manager.

17.1.2 If the matter cannot be settled the delegate or representative will refer the matter to the secretary of the local branch of the union for discussion with the local manager.

17.1.3 In the case of a matter arising at federal level, the relevant federal official of the union concerned and the appropriate company representative concerned shall discuss the matter and endeavour to resolve it. If the matter cannot be settled by the relevant federal official of the union and the appropriate company representative it shall be referred to the Australian Industrial Relations Commission for conciliation and/or determination.

17.1.4 If any such matter arises on a tug which is proceeding by sea outside the limits of bays, harbours or rivers, the delegate or representative of the union concerned on the tug shall, if the matter relates to the tug, take it up with the master of the tug. If the matter cannot be settled by the delegate or representative and the master, the delegate or representative shall, upon reaching port, refer the matter to the secretary of the local branch of the union concerned and the master shall refer the matter to the local manager.

17.2 Work shall continue pending determination of any matter or dispute in accordance with the above procedures except in circumstances where an employee holds a reasonable concern about an imminent risk to his or her health or safety.

17.3 The provisions of this clause shall be construed as a means of minimising industrial action and in no way remove the rights available to employees under the Workplace Relations Act to engage in industrial action.

18. Superannuation

18.1. Adsteam and its employees who are members of the Adsteam Defined Benefit Plan will contribute to the fund in accordance with the Trust Deed. The plan is a sub plan of the Seafarers' Retirement Fund (the Defined Benefit Plan). The Defined Benefit Plan is closed to new members.

18.1.1 Subject to subclause 18.2, for employees who are members of the Adsteam Superannuation Fund Accumulation Plan at the commencement of this Agreement (and who are not members of the Defined Benefit Plan) Adsteam will contribute 13% of salary to this plan. In addition, Adsteam, through the fund, will continue to meet the cost of death and total and permanent disablement insurance cover; temporary disablement insurance cover; and, administration costs of the fund.

18.1.2 For employees who are not members of the Adsteam fund at the commencement of this Agreement, Adsteam will contribute 14.5% of the salary, (which will be in full satisfaction of all or any obligations upon Adsteam to make contributions, meet the cost of administration, salary continuance and death and disability or other insurance) to one of the following complying funds of the employees' choice:

- * Adsteam's current complying fund
- * Seafarer's Retirement Fund
- * Australian Retirement Fund
- * The employees' current complying fund
- * Another fund by agreement between the Company and the employee

18.1.3 The contributions made by Adsteam in compliance with this Clause are inclusive of all contributions required by statute.

18.1.5 The calculation of contributions in respect of Permanent Part Time employees will be based on gross earnings.

18.2 Choice of Fund

18.2.1 Employees who are members of the Adsteam Superannuation Fund Accumulation Plan at the commencement of this Agreement (and who are not members of the Defined Benefit Plan) can elect (in lieu of the provisions of 18.1.1) to have contributions made in accordance with 18.1.2.

18.2.3 Where an Employee makes an election pursuant to 18.2.1, the obligation of the company to make contributions in accordance with 18.1.1 is permanently extinguished.

18.3 Adsteam at all times retains a right of refusal where the fund of the employees choice requires Adsteam to enter into any form of binding agreement unacceptable to Adsteam as a condition precedent to making such contributions, if the fund proposed is not a complying fund or if as a result of the employees choice the company would be required to incur any unreasonable additional cost.

18.4 Where an employee neglects to exercise a choice the default fund will be the Company's complying fund.

18.5 Salary Sacrifice.

18.5.1 Employees may elect to sacrifice a proportion of their earnings, (subject to the age based deduction limits for superannuation contributions by employers and eligible persons as determined from time to time by the Taxation Commissioner).

18.5.2 The amount sacrificed will be paid into a complying superannuation fund nominated by the employee.

18.5.3 The employee may not make more than one election in any financial year.

18.5.4 The employee must advise the Company of the election by 1 May immediately prior to the election taking effect on 1 July.

18.5.5 Employees may cancel the salary sacrifice arrangements at any time.

18.6. The employer will forward all employer and employee contributions in accordance with its obligations under relevant legislation, with any additional salary sacrifice amounts to the nominated fund. Adsteam will use its best endeavours to move to monthly remittance of its contributions as soon as is practicable.

18.7. The effect of such a salary sacrifice arrangement on an employee's salary is as follows:

18.7.1. For the purposes of pay and leave pay the reduced salary will be used to calculate the amount payable.

18.7.2. For the purposes of long service leave entitlement (on cashing out or employment being terminated), redundancy, payment in lieu of the period of notice on termination of employment and calculating defined benefit superannuation retirement benefits, the salary before any salary sacrifice will be used.

19. Redundancy.

19.1 Where a Permanent Full Time or Permanent Part Time Employee is surplus to company requirements and the company decides that the surplus employee is redundant, the following process will be followed:

- * The company will notify and consult with the employees and the union in relation to the number of proposed redundancies and the reason/s why they are to occur;
- * Following consultation, expressions of interest will be sought in the port where the redundancies are to occur;
- * If insufficient expressions of interest are received, employees in adjacent ports may, at the company's discretion, be offered voluntary redundancy as a means to avoid compulsory redundancies. In this circumstance employees in the port where the redundancies occur will, as a pre requisite agree to transfer, this will be discussed with the union;
- * If there remain insufficient expressions of interest in voluntary redundancies, the company will implement redundancies on a last on first off basis in the port where the reduction in numbers is required.

19.2 When redundancies are implemented, redundant employees will be paid the sum of the following:

Years of continuous service	Weeks pay per year
0-15	4 weeks
16-25	3 weeks
26-30	2 weeks
31 years and over	1 week

19.3 Redundancy will be calculated at the employee's port salary as defined in schedule 1.

19.4 Transfer and Relocation

19.4.1 The company shall reimburse an employee for out of pocket expenses where that employee is permanently transferred from one operational location to another as follows

19.4.2 In circumstances where an Adsteam Harbour employee who is surplus in one port and is transferred to another port to fill a vacancy:

(a) The Company shall pay to the employee in respect of any reasonable time spent travelling between the two ports (for the purpose of relocation) a travelling allowance of \$33.20 per day for the employee and a further \$ 27.70 per day for each dependent of the employee including the employee's spouse.

(b) The Company shall pay to such employee by way of a resettlement allowance the amount of \$9,052.00 if the employee has a spouse and/or dependent children, or the amount of \$2,885.00 if the employee is single and without dependants.

(c) The amounts contained in (a) and (b) above shall be adjusted each twelve months at the beginning of the calendar year or as soon as figures become available in accordance with movements in the Consumer Price Index for the preceding calendar year. These amounts shall be included on the employees group certificate for taxation Purposes.

(d) The resettlement allowance contained in (b) above will include but not be limited to costs incurred in respect of:

- * Agent's commission on sale of house, legal fees on sale of house, any advertising or auction fees/expenses associated with the sale of the property and disposal of perishables, i.e. food, pot plants, etc.,
- * Any expenses incurred on a "preliminary" visit to the new Port by employee and/or family including fares and accommodation.
- * Any storage costs associated with personal effects being stored in the destination Port or Port of origin.
- * Any costs associated with transfer of goods from storage in the destination or origin Port/s to the new residence.
- * Any accommodation charges on arrival in the destination Port pending more suitable longer-term accommodation being, obtained.
- * Any costs associated with the purchase of a new home in the destination Port.

19.4.3 Removal Expenses

Employees shall be entitled to reimbursement of reasonable removal expenses subject to the following:

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

20. Notice of Termination.

20.1 In order to terminate the employment of a permanent employee, the employer must give to the employee the following written notice:

Period of continuous service	Period of notice
1 year or less	2 weeks
More than 1 year but less than 4 years	6 weeks
More than 4 years	8 weeks

20.2 Payment or part payment in lieu of notice may be made.

20.3 Despite the provisions of this clause, the company may terminate the employment of an employee without notice, or payment in lieu of

notice, for misconduct.

20.4 The employment of a casual employee terminates at the end of each period of continuous duty.

20.5 An employee may terminate his or her employment by giving the company 2 weeks notice in writing. If an employee fails to give the required notice, the company may withhold moneys due to the employee up to a maximum 2 weeks salary.

21. Consultation and Communication.

21.1 The parties agree that effective consultation and communication is essential in promoting a successful organisation. Information sharing will be achieved through both formal and informal means, such as presentations, newsletters and other appropriate avenues.

21.2 It is agreed between the parties that consultation will occur between management and the employees principally at the port level. Formal structures will be established to enable consultation to take place between the company, the employees and the unions representing all employees on a regular basis. This will occur on three levels.

* Senior Management and Union, which is the senior consultative forum where detailed commercial issues will be discussed which enables union officials to appreciate the commercial and operational requirements of the business;

* Workplace Council Meetings, as set out below; and

* Local consultation, covering issues affecting the port concerned.

21.3 The workplace council will meet at least once each year. The workplace council is not a forum for the discussion of industrial disputes or individual grievances, but rather provides a forum for the exchange of views between representatives of the employees and senior management, where, in addition to local consultative processes and through sharing information about industry matters and company prospects, greater trust and respect can be established.

21.4 The workplace council will comprise the following ten engineer representatives:

* Two representing Albany, Kwinana, Fremantle and Geraldton;

* One representing Adelaide and Whyalla;

* Two representing Eden, Port Kembla, Sydney and Newcastle;

* One representing Mackay, Townsville, Mourilyan, Bowen, Weipa and Cairns;

* One representing Melbourne Geelong and Westernport; and

* Two representing Brisbane, Gladstone and Bundaberg; and

* A national officer of the union.

21.5 The company will ensure that appropriate members of the senior management, corporate staff and port manager/s attend the meeting to enable detailed and open discussion of the issues.

21.6 The cost of travel, meals and accommodation required to facilitate attendance at the workplace council meeting will be met by the company.

21.7 It is agreed that as a requirement of participation in this process, the participants will convey the information received at the council to the relevant employees within their region fairly and impartially, unless the information is identified as being confidential by the company, in which case the representative will respect such confidentiality.

22. Counselling Services.

22.1 The company has engaged the services of an independent counselling organisation to provide assistance to employees where personal, financial or health related problems affect the employee or his or her immediate family. The service is free and confidential and where the parties identify an employee who may benefit from such a service, it is agreed that they will encourage the employee to take advantage of it.

23. Training and Development.

23.1 A well trained, skilled competent and flexible workforce is essential to meet the objectives of any modern company. It serves a number of purposes including:

- * Enhancing the employee's capacity to perform within his or her classification;
- * Providing the employee with opportunities for promotion to shore based management functions and specialist positions within the company;
- * Providing the employee with opportunities for personal and professional growth and career progression.

23.1.1 The parties undertake during the life of this Agreement to establish a working party involving other employee representatives, the purpose of which will be to develop and implement effective, high quality short, medium and long term training arrangements.

23.1.2 Study undertaken by the employee that is required by Adsteam will be at Adsteam's cost.

23.2. When an employee is required to attend a training course for the purposes of revalidation of certificate on a day when the employee is rostered for duty, that day will be regarded as a normal work day. Where the course falls on a day of leave, the leave day will not be reinstated..

23.2.1 The course costs relating to revalidation courses will be met by the company up to the standard at which the employee was engaged.

23.3 Training will be delivered and undertaken in accordance with the following:

23.3.1 Employees will be trained so as to ensure that the present and future needs of the company are met;

23.3.2 Employees will gain access to training on their merit and according to the perceived potential of the employee;

23.3.3 Training will be made available in order to meet the requirements of State and Federal legislation; and

23.3.4 Where relevant training courses, other than revalidation courses, fall during a period of leave, the employee, by agreement (which must not be unreasonably withheld) with the port manager, may be available to undertake such training course without additional payment on up to 7 leave days per year. The seven days referred to in this sub-clause will not accumulate from year to year.

24. Travel Expenses

24.1 Employees will be entitled to reimbursement of travel and reasonable expenses in the following circumstances:

- * Where travel is undertaken at the requirement of the company for any reason;
- * Where the employee's service begins or ends elsewhere than at the employee's home port.

24.2 Travel by air will be economy class.

24.3 Accommodation will be of a standard equal to that generally provided in major motel chains.

24.4 Travel and reasonable expenses may be withheld by the company where an employee's employment is terminated on the grounds of misconduct on the part of the employee.

24.5 Notwithstanding the provision for the payment of travel and reasonable expenses (in lieu of victualling and accommodation allowances) as set out in this Clause, alternative arrangements may be agreed in special circumstances.

25. Authorised Meetings

25.1 Meetings of employees will be allowed without loss of salary, provided that the meetings will not be of more than four hours duration and are arranged so as to avoid any disruption whatsoever to operations.

26. Reduction, Cessation or Growth in Business

26.1 The parties have entered into this Agreement in the expectation that the terms of this Agreement will apply for the life of the Agreement.

26.2 However, if circumstances affecting the business, either across the board or in a particular port lead to a reduction, cessation or growth of port business, or have the potential to lead to such changes, the company and the union will confer in an attempt to resolve any issues arising from the change in circumstances. The parties will attempt to resolve such issues in accordance with the dispute resolution procedure, clause 17 of this Agreement, including by reference to the Australian Industrial Relations Commission to have the Commission determine the reasonableness of any proposals to address the changed circumstances. Where found to be reasonable by the Commission, the Company proposals will be implemented.

26.3 In the event of substantial changes in roster arrangements or the level of towage operations or other relevant circumstances, the parties agree to review, and where necessary, adjust the salaries referred to in clause 9 of this Agreement.

26.4 If, as a result of the review referred to above, it is necessary to alter salary levels, the parties agree to take such steps as are required by the Act to vary this Agreement accordingly.

27. Outside Work

27.1 For the purposes of this Clause, Outside work means work on a tug which proceeds to sea on a special voyage outside the limits of bays, rivers or regulated port boundaries/limits.

27.2 A special voyage means a voyage for which it is necessary to set watches and will include any special free running voyage, delivery voyage, contract towage or emergency operations.

27.3 The above requirements do not alter the existing arrangements applying to the voyages identified in clause 9.7.10 and 9.7.11 of the Award, which are, for all relevant purposes, contained in schedule 2 of this Agreement, ("Schedule 2 Voyages"), which have been adjusted to reflect the rates actually paid.

27.4 When tugs are required to perform outside work (including free running, contract towage, emergency and salvage work) additional personnel will be engaged. The Master, following consultation with the crew, and the relevant manager will discuss the appropriate number of additional employees for the voyage, having regard to:

- * The duration of the voyage;
- * Operational requirements;
- * Fatigue management
- * Previous voyages of a similar nature;
- * The Weather forecast for the area of operations; and
- * Statutory requirements.

However, the minimum number of engineers will be as follows.

Type of Voyage	UMS Tug	Non UMS Tug
Free Running	2	2*
Contract	2	2*
Salvage / Emergency	2	2**

* If the voyage is to exceed 72 hours, a third engineer will be engaged.

** If the voyage is to exceed 48 hours, a third engineer will be engaged.

In the application of this subclause the company will at all times have regard to its obligations under relevant maritime law.

27.5 At the conclusion of emergency work, and wherever possible, consultation must take place in regard to the nature of the work performed and the adequacy of manning levels for the job. This consultation will inform future decision making.

27.6 With the exception of the voyages specified in schedule 2 of this Agreement, where the outside work involves free running, contract towage, emergency towage or salvage work, employees will be engaged in that work on a voluntary basis and where insufficient volunteers are available, the Company may source external labour.

27.7 Despite the provisions of clause 9, Remuneration of this Agreement, where an employee (including a casual employee) is engaged for the specific purpose of undertaking duties in accordance with this clause, the employee will accrue leave for each day of the outside work at the leave accrual rate for the employees' home port. Any leave accrued by an employee whilst on outside work will, for each day accrued be paid and discharged at the appropriate port rate. Casual employees will not be paid casual loading for outside work.

27.8 Payment for outside work will be in accordance with the following table in lieu of the salary provided in schedule 1.

For any day including Saturdays, Sundays and Public holidays on which an employee is engaged on outside work (other than an employee regularly or continuously engaged on outside work), the employee will be entitled to the amount set out below in lieu of all other payments under clause 9 -Remuneration.

Voyage	Daily Rate
Free Running Voyage and Delivery Voyage	\$577.21
Contract Towage	\$710.11
Emergency Towage Operations	\$853.87

27.9 The amounts contained in 27.8 will only be payable from the time that the tug leaves the wharf to proceed to sea on any special voyage until it ties up at the wharf at the termination of such special voyage.

27.10 Subject to 27.11, the amounts specified are all inclusive and the total amount payable to an employee for outside work performed in the first 24 hours or part thereof. If the voyage exceeds 24 hours, employees will be entitled to 8 hours pay, at the hourly rate, (the rate for outside work divided by 24), for each period or part period of 8 hours worked.

28. Variation of this Agreement

28.1 The parties agree that this Agreement may be varied during its nominal term either to reflect agreements reached in response to changed circumstances as provided in clause 26 or otherwise. Where such agreement is reached, an application will be made to the Australian Industrial Relations Commission as soon as practicable in relation to any variation, for the Commission to approve the variation under the Act. Where agreement cannot be reached the matter will be dealt with in accordance with the disputes settlement procedure, clause 17 of this Agreement.

29. Renegotiation of this Agreement.

29.1 The parties agree to commence negotiations for an agreement to replace this Agreement at least six months prior to the expiry date of this Agreement.

30. No Further Claims.

30.1 Subject to this Agreement there will be no further claims made by either party in relation to any matter during the life of this Agreement.

31. Compensation for Loss of Certificate of Competency

31.1 An officer who is unable to carry out the duties required by the employer because he/she has been refused revalidation of his/her certificate of competency by the appropriate authority because of failure on examination to comply with the medical requirements prescribed by legislation (or any Regulations or Orders made there under) and has failed to satisfy the appropriate authority that he/she can, notwithstanding his/her inability to comply with such medical requirements, satisfactorily perform the duties appropriate to the certificate in question or any certificate then held and who:

* is found by further independent medical examination to be permanently unable to carry out their required duties and to revalidate a certificate of competency; or

* is found by further independent medical examination to comply with the above medical requirements and/or to be capable of carrying out their required duties but is still unable to satisfy the appropriate authority that his/her certificate should be revalidated.

shall be entitled to compensation in the manner and on the conditions set out below.

31.2 Subject to clauses 31.4 and 31.5 hereof, an officer to whom sub-clause 31.1 applies shall be entitled to receive on the termination of his/her employment under this agreement, a payment at the appropriate Port salary in accordance with the following table:

Age	Number of months salary
Under 30	24 months
30 but less than 35	21 months
35 but less than 40	18 months
40 but less than 45	15 months
45 but less than 50	12 months
50 but less than 55	9 months
55 but less than 60	6 months
60 and over	Nil

31.3 Where an officer suffers an illness or injury entitling him/her to any compensation, damages or other benefits (called "benefits") from his/her employer and/or any third party under any applicable legislation (whether Federal or State) and/or at common law and/or equity and/or under any contract, deed or other arrangement and such benefits include a component referable to loss of earnings, then the value of that component shall be deducted from the amount payable to the officer under sub-clause 31.2 hereof. Adsteam shall value the amount of any such component to be taken into account.

31.4 An employee shall not be entitled to the benefit of sub-clause 31.2

where:

(a) He/she dies;

(b) His/her failure to comply with the prescribed medical requirement arises from anyone of the following:

* self-inflicted or self-induced illness or injury; or

* an illness or injury suffered whilst he/she is voluntarily involved in or in connection with any activity for financial reward or gain or which unnecessarily subjects him/her to risk of injury and which activity is substantially unrelated to his/her employment; or

(c) He/she is offered reasonably suitable alternative employment, suitable to the individuals' skills and abilities, (provided however that Adsteam may in any such case defer for a period of six months from the date of acceptance of the alternative employment the question of entitlement to compensation under this Scheme).

31.5 An employee shall not be entitled to receive the benefits under this clause more than once.

31.6 For the purposes of this sub-clause:

Employee shall mean and include a person currently employed under this Agreement other than an employee engaged in a casual, temporary or relieving capacity.

31.7 Where a disagreement arises as to the entitlement of an employee to compensation under this clause, the matter will be dealt with in accordance with clause 17 disputes procedure of this Agreement.

32. Rights and Responsibilities of Delegates

32.1 The parties to this Agreement believe that good workplace relations are essential for the well being of employees and as a pre-requisite for a safe and productive enterprise.

32.2 Part of this includes acknowledgement of the role of workplace delegates and in enhancing efficiency the following principles are agreed:

- * The delegate has the right to fair treatment and to perform their role without discrimination in their employment.
- * The delegate has the right to formal recognition by the company and its representatives.
- * The delegate has the right to consult with workplace staff and management and will be given reasonable access around the workplace to facilitate this.
- * The delegate has the right to reasonable paid time off to participate in approved forums with the company.
- * The delegate has the right to relevant training as agreed.
- * The delegate has the right to reasonable access to workplace equipment such as facsimile, photocopying, e-mail, internet etc. provided that this does not interfere with the normal operations of other staff.
- * The delegate has the right to place necessary union information on company noticeboards.
- * The delegate has the right to take reasonable leave without pay to work with the Union at a time agreed with the company.

32.3 It is acknowledged by the parties that in carrying out their role workplace delegates also have a number of responsibilities. These include:

- * acting in a courteous and professional manner in their role;
- * The responsibility to raise workplace issues in a timely fashion and work Co-operatively with the Company to resolve issues.
- * Workplace delegates must deal in a professional manner with all employees, regardless of union membership status.

* Adhere to Adsteam policies and procedures whilst carrying out their role. This includes using equipment made available in a manner consistent with Adsteam policies on acceptable use of e-mail and internet, harassment and discrimination.

33. Emergency Maintenance.

33.1 An employee who, at the request of Adsteam is required to perform emergency maintenance work on board a tug outside ordinary hours will be paid an additional allowance as follows:

Category	\$/hour
Category 2 Master/Engineer	61.80
Category 2 Mate	42.90
Category 1 Master/Engineer	59.30
Category 1 Mate	46.50
General Purpose Rating	37.40

33.2 The allowance specified in this clause does not apply to casual employees or employees in receipt of payment for outside work.

34. Signatures

SCHEDULE 1. AIMPE SALARIES

The amount of salary in each port will be as follows:

Port	Note	Starting Salary	From 1/7/06	From 1/1/07	From 1/1/08
			\$	\$	\$
Adelaide		120,892	125,123	130,128	135,984
Albany		103,841	107,475	111,774	116,804
Brisbane	1	130,074	130,074	132,675	135,329
Bowen		114,285	118,285	123,016	128,552
Bundaberg		74,592	77,203	80,291	83,904
Cairns	2	95,263	98,597	102,541	107,155
Eden		76,388	79,062	82,224	85,924
Fremantle		110,306	114,167	118,733	124,076
Fremantle (composite)		112,444	116,380	121,035	126,481
Geelong	3	122,022	126,293	131,344	137,255
Geraldton	4	91,914	96,510	100,370	104,887
Gladstone	5	118,710	124,052	129,014	134,820
Hastings	6	117,792	121,915	126,791	132,497
Kwinana		114,580	118,590	123,334	128,884
Mackay	7	91,968	95,187	98,994	103,449
Melbourne	8	131,872	131,872	134,509	137,200
Mourilyan	9	95,263	98,597	102,541	107,155
Newcastle	10	110,515	115,488	120,108	125,513
Port Kembla		116,651	120,734	125,563	131,213
Sydney	11	112,542	115,749	119,222	123,097
Townsville	12	116,200	120,848	125,682	131,338
Weipa	13	96,781	100,168	104,175	108,863
Whyalla	14	96,769	100,156	104,162	108,849

Notes

1	Brisbane	pay increase 0% 2% 2%. Salary includes bridge toll and telephone allowance but not overshift
2	Cairns	incl phone allowance rolled in and Mourilyan runs
3	Geelong	does not include overshift penalty
4	Geraldton	1st year increase = 5%
5	Gladstone	1st year increase = 4.5%. Salary rolls in overshift payments and recognises
6	Hastings (Westernport)	does not include overshift penalty

7	Mackay	incl phone allowance rolled in
8	Melbourne	pay increase 0% 2% 2%. Does not include overshift payments.
9	Mourilyan	incl phone allowance rolled in
10	Newcastle	1st year increase = 4.5%
11	Sydney	Botany 2%, 2% 2% Jackson standard increase applies so increases averaged ie. 2.75% / 3% / 3.25% plus 0.1% in yr 1 in recognition of other AMS benefits
12	Townsville	1st = 4% phone allowance rolled in from yr 1
13	Weipa	incl phone allowance rolled in
14	Whyalla	incl phone on/ cancelled RDO's, Wallaroo and Pirie work

SCHEDULE 2

This schedule replaces clause 9.7.11 of the Award in its entirety.

Travel Between	And	Payment in addition to salary
Port Adelaide	Stanvac	\$64.15 per return trip
Port Adelaide	Giles Point	\$64.15 per return trip
Port Adelaide	Kleins Point	\$64.15 per return trip
Port Adelaide	Ardrossan	\$64.15 per return trip
Port Adelaide	Port Lincoln	\$64.15 per return trip
Port Pirie	Port Bonython	\$64.15 per return trip
Port Pirie	Whyalla	\$64.15 per return trip
Whyalla	Port Bonython	\$64.15 per return trip
Whyalla	Project Magnet	to be negotiated
Sydney	Botany Bay	\$108.63 per return trip when sent for towage operations purposes only.
Melbourne	Westernport	\$141.60 each way
Geelong	Westernport	\$141.60 each way
Sydney	Newcastle or Port Kembla	\$158.20 (plus \$28.55 victualling) per return trip
Gladstone	Rockhampton	\$141.60 (prohibited by Gladstone licence)
Halftide Harbour	Mackay	\$144.80
Gladstone	Bundaberg	\$141.60 (prohibited by Gladstone licence)
Mourilyan Harbour	Lucinda	\$141.60 per day
Mourilyan Harbour	Townsville	\$141.60 per day
Mourilyan Harbour	Cairns	\$Nil. Absorbed into Salary
Port Kembla	Newcastle	158.20 (plus \$28.55 victualling) each way
Townsville	Cairns	\$141.60 per day
Townsville	Lucinda	\$141.60 per day
Cairns	Lucinda	\$141.60 per day
Cairns	Euston Reef	\$48.00
Brisbane	Towage requirements between M7 buoy and Port Limits	\$60.67 per hour from departure to return to base.
Bowen	Abbot Point	Nil. Previously absorbed into salary