

**SVITZER AUSTRALIA PTY LIMITED AND
AIMPE
COLLECTIVE AGREEMENT 2009**

PART 1 – APPLICATION AND OPERATION OF AGREEMENT

1. Title

This Agreement is entitled the SVITZER Australia Pty Limited and AIMPE Collective Agreement 2009 (“Agreement”).

2. Arrangement

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3. Commencement Date

- 3.1 This agreement comes into operation on the Commencement Date.
- 3.2 The nominal expiry date of this Agreement is 30 June 2010.

4. Definitions and Interpretation

4.1 Definitions

- 4.1.1 **Act** means the *Workplace Relations Act 1996* (Cth) or its successor.
- 4.1.2 **AIMPE** means the Australian Institute of Marine and Power Engineers.
- 4.1.3 **Award** means the Tugboat Industry Award 1999, as varied or replaced.
- 4.1.4 **Commencement Date** means the date when this Agreement comes into operation as provided in the Act.
- 4.1.5 **Commission** means Australian Industrial Relations Commission or its successor.
- 4.1.6 **Emergency maintenance work** means work which is necessary to reinstate into service a tug which would otherwise be out of service.
- 4.1.7 **Emergency operations** means when a tug is called on at short notice to leave a port to assist a vessel broken down or in distress (excluding salvage work).
- 4.1.8 **Employee** means an employee of SVITZER Australia Pty Limited to whom this Agreement applies.

- 4.1.9 **Even-time leave ports** means those ports which are denoted with the letters “ET” in Schedule 1, and those ports that introduce “even-time” leave (182 days free of duty) in accordance with clause 39.1.
- 4.1.10 **Leave Transition Period** is defined in clause 39.1.
- 4.1.11 **Nominated Voyage** means a free-running voyage which would attract a special allowance under clause 9.7.10 of the Award, as identified and called up in clause 33.1 and Schedule 2 of this Agreement.
- 4.1.12 **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.
- 4.1.13 **Parties** means SVITZER Australia Pty Limited, the Australian Institute of Marine and Power Engineers and Engineer Employees covered by this Agreement.
- 4.1.14 **Port Operating Procedures** means the operating procedures applying in a particular port, which set out details in respect of the matters referred to in clause 38.1.
- 4.1.15 **Salvage work** means work performed under a contract for salvage or under the Lloyd’s Standard Form of Salvage Agreement.
- 4.1.16 **Special Voyage** means a voyage for which it is necessary to set watches including any special free running voyage, delivery voyage, contract towage or emergency operations.
- 4.1.17 **SVITZER** means SVITZER Australia Pty Limited (ACN 000 045 009).
- 4.1.18 **Trainee Engineer** means an employee of SVITZER who is employed as a Trainee Engineer under clause 15.6 and who is sponsored by SVITZER to undergo a Traineeship.
- 4.1.19 **Traineeship** means a structured course of accredited training, under which a Trainee Engineer acquires skills and competence and relevant qualifications to become eligible to work on SVITZER’s tug fleet under this Agreement.
- 4.1.20 **Union** means the AIMPE.
- 4.1.21 **2009 CPI** means the All Capital Cities average Consumer Price Index increase for the 12 months ending 30 September 2009.
- 4.2 Interpretation
- 4.2.1 It is the intention of the parties that all of the provisions of this Agreement pertain to the employment relationship [or are ancillary thereto] and the Agreement will be given that effect wherever possible. 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.

5. Application

5.1 The Agreement applies to and binds:

- 5.1.1 SVITZER Australia Pty Limited;
- 5.1.2 The Australian Institute of Marine and Power Engineers; and
- 5.1.3 Engineers and Trainee Engineers employed by SVITZER,

in relation to work performed by Engineers on tug boats in or about the ports specified in Schedule 1.

5.2 Exclusions

This Agreement does not apply to employees employed by SVITZER in:

- 5.2.1 work that is within the scope of the Tug and Barge Industry (Interim) Award 2002;
- 5.2.2 work covered by the Maritime Industry Dredging Award 1998 or its successor;
- 5.2.3 work on lines boats and mooring launches;
- 5.2.4 all tugboat operations in the port of Darwin;
- 5.2.5 the operations at the Koolan Island Project.

6. Operation and Relationship with other Industrial Instruments

6.1 This Agreement operates as a variation to the Adsteam Harbour / AIMPE Certified Agreement 2006, but no entitlement that accrued under that agreement will be affected.

6.2 This Agreement excludes any other agreement that may otherwise apply to the Parties in relation to work described in clause 5.1, with the exception of the deed of agreement which continues to apply to Project Magnet to the extent that it does not conflict with this Agreement.

6.3 This Agreement prevails over applicable Port Operating Procedures, which have no effect to the extent of any inconsistency with any term of this Agreement.

6.4 The Award and its terms have no effect in relation to work described in clause 5.1, unless otherwise provided in this Agreement.

7. No Extra claims

7.1 Subject to this Agreement, from the Commencement Date until the nominal expiry date, there will not be any extra claims, with respect to the terms and conditions of employment of employees bound by this Agreement.

8. Variation of this Agreement

- 8.1 The parties agree that this Agreement may be varied prior to its nominal expiry date either to reflect agreements reached in response to changed circumstances as provided in clause 13 or otherwise.

9. Renegotiation of this Agreement

- 9.1 The parties agree to commence negotiations for an agreement to replace this Agreement at least three (3) months prior to the nominal expiry date of this Agreement.

PART 2 – CONSULTATION AND DISPUTE RESOLUTION

10. Continuity of Operations and Dispute Resolution Procedure

- 10.1 Subject to the provisions of the Act the following procedure shall apply where a matter arises which could lead to a dispute about the application of this agreement.
- 10.2 The parties to a dispute must genuinely attempt to resolve the dispute at the workplace level as follows.
- 10.2.1 As soon as practicable after a dispute arises an employee must speak to his or her immediate supervisor or manager and give the supervisor or manager an opportunity to resolve the dispute.
- 10.2.2 If the dispute remains unresolved, the employee may request a representative, which may be an AIMPE delegate or officer, to progress the matter with the immediate supervisor or manager.
- 10.2.3 Where the delegate or representative of the AIMPE on the tug becomes aware of any such matter he or she may take it up with the local manager.
- 10.2.4 In the case of a matter arising at federal level, the employee's representative or relevant federal official of the union concerned and the appropriate regional or national company representative concerned shall discuss the matter and endeavour to resolve it.
- 10.2.5 If the matter cannot be settled it shall be referred to the Australian Industrial Relations Commission for conciliation and/or arbitration.
- 10.3 If any such matter arises on a tug which is proceeding by sea outside the limits of bays, harbours or rivers, and the matter relates to the tug, the matter may be taken up with the master of the tug. If the matter cannot be settled with the master, upon reaching port, the matter will be dealt with under clause 10.2.3.
- 10.4 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. Subject to relevant provisions of occupational health and safety law, even if the employee has a reasonable concern about an imminent risk to his or her health or safety, the employee must not unreasonably fail to comply with a direction by SVITZER to perform other available work that is safe and appropriate for the employee to perform. The fact that the employee continues to work will not prejudice the employee or SVITZER.
- 10.5 **Continuity of Operations**
- Pending the completion of the procedure set out in this clause, work shall continue without interruption. No party shall engage in unlawful action and pending the resolution of the dispute the status quo shall apply. The rights of individuals or parties under the Act shall not be prejudiced by the fact that work has continued under this process normally and without interruption.

11. Consultation and Communication

11.1 General

11.1.1 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.

11.1.2 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 SVITZER, the employees and the Unions representing all employees on a regular basis. This will occur in three forums:

- 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.

11.2 Workplace Council

11.2.1 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.

11.2.2 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.

11.2.3 SVITZER 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.

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

11.2.5 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 SVITZER, in which case the representative will respect such confidentiality.

11.3 Consultation and new class of vessel

When SVITZER proposes to introduce a new class of harbour tug into the Australian fleet it will advise the Union. Senior Management will then consult with the relevant employee representatives including the officials of the Union regarding the new class of vessel and where appropriate and agreed, the extent and nature of any inspection trip to be undertaken by employees and/or employee organisation representatives.

12. Authorised Meetings

12.1 Joint Briefings on Agreement

12.1.1 Once this Agreement is approved by the Commission, SVITZER and the Union will convene joint information sessions to brief local port management and employee representatives on the detail, content, application, interpretation and implementation of this Agreement.

12.2 Meetings of employees

12.2.1 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.

13. Reduction, Cessation or Growth in Business

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

13.2 However, if circumstances affecting the business, either across the board or in a particular port will lead to a reduction, cessation or growth of port business, SVITZER 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 10 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.

13.3 In the event of substantial changes in roster arrangements (other than as a result of the implementation of 182 days of leave, where such implementation occurs after the date of this Agreement) 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 24 of this Agreement.

13.4 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 and clause 8 to vary this Agreement accordingly.

14. Rights and Responsibilities of Delegates

14.1 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.

14.2 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.

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

PART 3 - ENGAGEMENT AND TERMINATION OF EMPLOYMENT

15. Categories of Employment and Engagement

15.1 Employment Categories

15.1.1 An employee under this Agreement may be engaged in one of the following employment categories:

- permanent full time,
- permanent part time,
- employee engaged for a specified period of time / task, or
- casual employment,

in accordance with clauses 15.2 to 15.6 respectively.

15.1.2 At the time of engagement an employee will be advised in writing of:

- (i) the category of employment in which the person is employed and
- (ii) as appropriate, the duration or expected duration of the engagement and the specified period of time or task;
- (iii) any requirement and likely duration of induction in relation to clause 23.

15.2 Full-time employment

15.2.1 A permanent full time employee is an employee who is engaged to work on a full time basis in accordance with this Agreement and the Port Operating Procedures in the port in which the employee is engaged.

15.3 Permanent Part-time employment

15.3.1 A permanent part time employee is an employee who is engaged for a prescribed proportion (%) of full time employment, and who is required to work at least the required number of corresponding days per annum, as set out in the table below. The proportionality of the engagement of each permanent part-time employee will be reviewed in conjunction with the annual review of Port Operating Procedures.

Prescribed proportion (as %) of days worked by full-time employee	Number of whole days required to be worked by permanent part-time employee*	
	per annum	Monthly average
50%	91	8
60%	109	9
70%	127	11
75%	137	11
80%	146	12
* Note: The above table relates to Even-time leave ports. In other ports, during the Leave Transition period, the corresponding number of days to be worked would be as follows:		
50%	98	8
60%	118	10
70%	137	11
75%	147	12
80%	157	13

15.3.2 Permanent part-time employment may facilitate job sharing arrangements where there has been mutual agreement between the employees concerned and the Company, and consultation has occurred with the Union.

15.3.3 A part time employee receives, on a pro-rata basis, equivalent salary and conditions as a full-time employee.

15.4 Employment for a specified period of time or specified task

15.4.1 An employee engaged for a specified period of time or a specified task is an employee who works on either a permanent full time or permanent part time basis, but is engaged for a specified period of time or specified task.

15.5 Casual employment

15.5.1 A casual employee is an employee who is not regularly rostered to work, but is engaged daily for periods of one day or more.

15.5.2 Terms of casual engagement

- (i) Subject to clause 15.5.2(ii), daily start and finish times and the timing and duration of breaks for casual employees will align with those times that apply to permanent employees in the port.
- (ii) Where SVITZER requires the casual employee(s) to work at different times due to unusual operational requirements, the start time will commence at the start time notified.
- (iii) Where the start time notified is brought ahead and the casual employee is available for duty then the casual engagement will commence from the new start time.
- (iv) Where practicable, a casual employee who is engaged to relieve a permanent employee due to a predictable long term absence (that is more than five (5) continuous days), as a result of Long Service Leave or long term absence due to illness or injury will be engaged for the full period.

- (v) Casuals employed for any other reason will be engaged for the period necessary to meet the needs of the business.

15.6 Trainees

15.6.1 A person may be engaged as a Trainee. Remuneration and conditions of Trainees are set out in clause 24.5.

15.6.2 When Trainees satisfactorily complete their Traineeship, they will become eligible to apply to SVITZER for available employment as an Engineer under one of the employment categories specified in clauses 15.2 to 15.5 above. However, there is no implied right for Trainees to be so engaged.

16. Recruitment

16.1 Process

Where SVITZER intends to recruit permanent engineer employees and Trainees it will:

- Advertise the position (the Union will be advised of this or be given a copy of the advertisement and it may identify candidates for consideration);
- Screen and interview applicants (an agreed employee from the area of operation concerned will be invited to participate in the interview process, however, the decision of management in selecting the successful candidate will be final);
- Check references and medical fitness for the job;
- Choose the successful applicant on the basis of merit.

16.2 Certification

16.2.1 SVITZER agrees to engage permanent 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.

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

16.2.3 The Traineeship will be structured so as to enable a Trainee to meet at least the minimum certification requirement of Class 3 with a relevant trade qualification.

16.3 Probation

16.3.1 The successful applicant will be required to serve a three (3) month period of probation.

16.3.2 At the conclusion of the 3 month period of probation SVITZER will, subject to the satisfactory performance of the employee during the probationary period, confirm the appointment. Where SVITZER 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.

16.3.3 If the performance of the employee during the initial period or the extended period of probation is deemed unsatisfactory by SVITZER it may terminate the employee's employment at that time with one week's notice (or payment in lieu).

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

16.4 Fitness for duty

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

16.5 Security clearance for duty

16.5.1 Employees must have security clearance for work in the form of a valid and current Maritime Security Identification Card (MSIC) issued by the relevant government authority.

16.5.2 Where a permanent employee must obtain a MSIC in order to take up an offer of employment by SVITZER, the cost of the issue and the periodic renewal of the MSIC will be met by the Company. Where a MSIC card is lost and there is a valid reason for the loss the Company will meet the cost of replacement for one lost card.

16.5.3 Where a casual employee must obtain a MSIC in order to take up an offer of employment by SVITZER, the cost of the issue will be met by the Company.

17. Employee Duties

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

- (i) The performance of statutory functions;
- (ii) Compliance with Port Operating Procedures authorized by SVITZER, including Quality Assurance and ISM procedures in so far as they relate to the engineer's duties;
- (iii) Tug maintenance in accordance with the programmed maintenance schedule and budget;
- (iv) Maintenance and repair of marine plant and equipment including emergency maintenance work;
- (v) Supervision of personnel undertaking, assisting or training in the engineering function as necessary;
- (vi) Responsibility for signing off on maintenance work completed;
- (vii) Preparation of maintenance and operational reports as required;
- (viii) Participation in safety training including the training of other crew members;
- (ix) Participation in skills and competency training;

- (x) Assisting other engineers as required, including in respect of familiarisation with plant and equipment;
 - (xi) For designated trainers in accordance with clause 19.3.5, conducting on-the-job training for Trainee Engineers;
 - (xii) Monitoring and review of relevant occupational health and safety standards and procedures and reporting as appropriate;
 - (xiii) Wear the industrial and protective clothing provided in accordance with clause 27, as well as any additional protective equipment deemed necessary by SVITZER.
 - (xiv) Ensuring day to day compliance with relevant environmental regulations;
 - (xv) Participation in operational improvement exercises and liaison with SVITZER management regarding improved operational procedures, leading to a culture of continuous improvement.
- 17.2 In addition to the above, employees will undertake such duties as are reasonably required by SVITZER, provided that the duties are within the skills, competence and training of the employee concerned to undertake.
- 17.3 Where required, employees will undertake training in order to maintain and enhance their skills.
- 17.4 Employees must maintain and keep valid any certificate required by them to perform their duties.
- 17.5 In the application of this clause SVITZER will have regard to its occupational health and safety obligations under law.

18. Occupational Health and Safety

- 18.1 This Agreement will in no way conflict with relevant Occupational Health and Safety laws which confer a duty of care on the parties.
- 18.2 Occupational Health and Safety legislation requires SVITZER to provide a safe working environment by taking reasonable measures to minimize the risks associated with identified hazards, providing employees with training in safe work methods and by being rigorous in investigating all hazardous occurrences and incidents. It also requires employees to comply with all reasonable requirements of the Company in these respects.
- 18.3 SVITZER will provide tools and training to Occupational Health and Safety Committees to enable regular assessment of the incidence of fatigue and fatigue mitigation strategies. The parties will continue to consult at a senior level so as to ensure that fatigue is managed appropriately.
- 18.4 SVITZER will provide expert injury management services in order to expedite the full recovery and the earliest possible return to work of an injured employee.
- 18.5 Employees must exercise duty of care to both themselves and others in the workplace. If an injury occurs employees will do all that is within their capacity to participate 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 SVITZER.

19. Training and Skill Development

19.1 Skill Enhancement for Engineers

19.1.1 Principles

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.

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

- (i) Employees will be trained so as to ensure that the current and future needs of SVITZER and SVITZER Salvage are met;
- (ii) Employees will gain access to training on their merit and according to the perceived potential of the employee;
- (iii) Training will be made available in order to meet the requirements of State and Federal legislation.

19.2 Trainee Engineers (new entrants)

To further ensure that the future needs of SVITZER are met, regarding access to an appropriate number of properly qualified and trained engineers, SVITZER commits to the engagement of Trainee Engineers in accordance with the principles set out in this sub-clause.

19.2.1 The principles for the Traineeship are as follows:

- (i) Upon the commencement of this Agreement, SVITZER will commence recruitment of Trainee Engineers consistent with its operational needs.
- (ii) Training wages will be in accordance with clause 24.5;
- (iii) certification objectives will be in accordance with clause 16.2.3.

19.3 Training Conditions

19.3.1 SVITZER will meet the costs of study, including course costs, and ancillary reasonable travel / accommodation costs for any study or training course that SVITZER requires the employee to undertake.

19.3.2 When an engineer is required to attend a training course for the purposes of revalidation of certificate on a day when the engineer 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.

19.3.3 The course costs relating to revalidation courses for engineers will be met by SVITZER up to the standard at which the employee was engaged.

- 19.3.4 Engineers will be available to undertake training courses without additional payment on up to seven (7) leave days per year. The seven (7) days referred to in this sub-clause will not accumulate from year to year and will not be used to undergo revalidation courses and train-the-trainer training under clause 19.3.5.
- 19.3.5 Where SVITZER designates an Engineer to conduct on-the-job training other than supervision of a Trainee, the designated engineer will receive 'train the trainer' training (however described) at no cost to the employee.

20. Termination of Employment

- 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, SVITZER 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 other than a casual employee may terminate his or her employment by giving SVITZER 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. Redundancy

- 21.1 This clause applies to Permanent Full Time and Permanent Part Time Engineers.
- 21.2 Where an employee is surplus to company requirements and SVITZER decides that the employee's position is redundant, the following process will be followed:
- 21.2.1 SVITZER 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;
- 21.2.2 Following consultation, expressions of interest will be sought in the port where the redundancies are to occur;
- 21.2.3 If insufficient expressions of interest are received, employees in adjacent ports may, at SVITZER'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;

21.2.4 If there remain insufficient expressions of interest in voluntary redundancies, SVITZER will implement redundancies on a last on first off basis in the port where the reduction in numbers is required.

21.3 When redundancies are implemented, employees whose employment has been made redundant will be paid the sum of the following, upon the termination of their employment:

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

21.4 Redundancy will be calculated at the employee's port salary (pro-rata for permanent part-time employees) as defined in Schedule 1.

21.5 Transfer and Relocation

This clause 21.5 applies when an employee remains in employment but is permanently transferred from one operational location to another by virtue of the employee's position becoming redundant.

21.5.1 SVITZER shall reimburse an employee for out of pocket expenses where that employee is permanently transferred from one operational location to another in circumstances where the SVITZER employee is surplus in one port and is transferred to another port to fill a vacancy.

Reimbursement will be in accordance with clause 21.5.2 to clause 21.5.6.

21.5.2 SVITZER 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 \$37.90 per day for the employee and a further \$31.60 per day for each dependent of the employee including the employee's spouse.

21.5.3 SVITZER shall pay to such employee by way of a resettlement allowance the amount of \$10,330.00 if the employee has a spouse and/or dependent children, or the amount of \$3290.00 if the employee is single and without dependants.

21.5.4 The amounts contained in clauses 21.5.3 and 21.5.4 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.

21.5.5 The resettlement allowance contained in clause 21.5.3 above will include but not be limited to costs incurred in respect of:

- (i) 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.;
- (ii) Any expenses incurred on a "preliminary" visit to the new Port by employee and/or family including fares and accommodation;

- (iii) Any storage costs associated with personal effects being stored in the destination Port or Port of origin;
- (iv) Any costs associated with transfer of goods from storage in the destination or origin Port/s to the new residence.
- (v) Any accommodation charges on arrival in the destination Port pending more suitable longer-term accommodation being, obtained.
- (vi) Any costs associated with the purchase of a new home in the destination Port.

21.5.6 Removal Expenses

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

- (i) Reimbursement of removal expenses shall include all personal effects including one motor vehicle only and no boats, caravans or trailers.
- (ii) 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.
- (iii) Employees shall obtain two quotes from reputable removalists and submit them to SVITZER.

PART 4 – SALARIES, ALLOWANCES AND RELATED MATTERS

22. Payment of Salaries

22.1 All salaries, related payments and allowances will be paid fortnightly (one week in advance and one week in arrears). No employee will be disadvantaged as a result of the implementation of this sub-clause.

22.2 Fortnightly and daily salaries are calculated as follows:

22.2.1 The fortnightly rate is the annual salary rate divided by 26;

22.2.2 The daily rate is the fortnightly rate divided by 14.

22.3 Deductions

22.3.1 SVITZER may deduct from any amount payable to an employee the amount of any overpayment of wages or allowances, and any other amount that is refundable to the Company under this Agreement on the basis that:

- (i) no less than 14 days written notice will be given to the employee of the amount it seeks to recover;
- (ii) the deduction will not exceed 10 per cent of the employee's gross salary per fortnight.

23. Induction Payment

23.1 An engineer who is newly recruited into SVITZER's towage operations under this Agreement, who is engaged in a port on a supernumerary basis (that is, other than as part of the normal crew complement), because the engineer is required to complete a period of induction and familiarisation with a new class of vessel, will be paid the amount set out in clause 23.2 for each day worked during the induction period. The induction period will not exceed one (1) month.

This payment will be paid in lieu of the otherwise applicable salary under clause 24.

23.2 The induction payment in clause 23.1 is an amount equivalent to 75% of the prevailing annual salary that would apply to a full-time Engineer in the port under clause 24.1 and Schedule 1.

24. Salaries

24.1 Salaries - Permanent full-time employees

24.1.1 Full-time employees will be paid a salary relevant to the port where the employee is employed in accordance with Schedule 1.

24.1.2 Call backs (Recalls):

- (i) Permanent full time employees who are required, and who attend work on a day of leave, to provide relief work in accordance with clause 38.2.5 (“recalled”), will be entitled, in addition to the salary set out in Schedule 1, to payment equal to two (2) days’ pay at the daily rate for the port concerned, for each day so worked.
- (ii) A full-time permanent employee may elect to take the entitlement in clause 24.1.2(i) as:
 - (A) one day’s pay at the daily rate for the port concerned, plus an additional day of accrued leave for each day so worked; or
 - (B) two (2) days accrued leave for each day so worked (with no extra payment), provided the employee has been called back from rostered leave to provide relief on more than three (3) days in the calendar year.
- (iii) In ports where payment for recalls is made in the form of two (2) days’ accrued leave for each day so worked (without extra payment), the practice may continue in accordance with Port Operating Procedures. There will be no extension of this practice to any other port.

24.2 Salaries - Permanent part-time employees

24.2.1 Permanent part time employees will be paid pro rata the equivalent salary as full time employees.

24.2.2 A part-time employee’s salary will be paid in equal fortnightly instalments according to the prescribed proportion of full-time employment agreed with the employee under clause 15.3.1.

For example, a part time employee who is engaged to work 50% of the days worked by a full time employee annually, will be paid an annual salary of 50% of the annual salary that would apply to the full-time employee in the port under clause 24.1.1 and Schedule 1.

24.2.3 Any days worked in excess of the permanent part-time employee’s monthly average of work days under clause 15.3.1 will be paid at the applicable daily salary rate, plus proportionate accrued leave, for the port concerned. The excess days worked in each calendar month will be paid, and the corresponding accrued leave credited, in the first pay period in the subsequent month. These payments will be offset with respect to previous calendar months in which the permanent part-time employee worked less than their monthly average of work days yet received their salary under clause 24.2.2.

24.3 Salaries - Employees engaged for a specified period of time or specified task

Employees engaged for a specified period of time or specified task will be paid as a permanent full time employee or as a permanent part time employee, depending on their mode of engagement.

24.4 Salaries - casual employees

24.4.1 A casual employee’s salary will be calculated per day, as from the start time described in clause 15.5.2, in 24 hour blocks from that time.

24.4.2 Where the continuous period of employment of a casual employee is five (5) days or less, payment will be 1.25 times the daily rate for that port for the period worked. This payment includes a casual loading of 25% of the daily rate of salary in lieu of leave entitlements.

24.4.3 Where the continuous period of employment exceeds five (5) days, the casual employee will be paid the daily salary rate for that port, as set out in Schedule 1 and in addition, the casual employee will be entitled to accrue leave (or payment in lieu), at the rate applicable in the port concerned, pursuant to clause 39, in respect of the full period worked. In these circumstances the 25% loading specified in clause 24.4.2 is incorporated in the leave payment and will not be payable separately.

24.4.4 Where a casual employee was employed by SVITZER on a frequent basis during the 6 months prior to 24 March 2006 under this Agreement, the casual employee will be paid in accordance with clause 24.4.3 for the full period of each casual engagement.

24.5 Trainee Engineers (new entrants)

24.5.1 Trainee Engineers will be paid a training wage, based on each stage of their Traineeship, as set out in the table in clause 24.5.2.

24.5.2 Trainee Engineer training wage

The training wage of a Trainee engineer is set out in the table below.

Training Stage	Percentage of full-time engineers salary	Trainee training wage	
		From* 1 January 2009	From* 1 January 2010 (subject to note 1)
<p>Trainee Stage 1 (Entry level). Trainee Stage 1 (trade-qualified*).</p> <p>The trainee:</p> <ul style="list-style-type: none"> • completes the Qualification service for the unrestricted MED 2 Certificate as prescribed by the Authority; and • is issued with commercial vessel Certificate of <i>Marine Engine Driver Grade 2 (MED2)</i> by the relevant Authority; and • completes any additional company-specific study requirements for this stage. 	50%	\$44,050	\$45,371

Training Stage	Percentage of full-time engineers salary	Trainee training wage	
		From* 1 January 2009	From* 1 January 2010 (subject to note 1)
<p>Trainee Stage 2 (Intermediate Stage). Trainee Stage 2 applies from the completion of Trainee Stage 1.</p> <p>The trainee:</p> <ul style="list-style-type: none"> • completes the Qualification service for the unrestricted MED 1 Certificate as prescribed by the Authority; and • is issued with commercial vessel Certificate of <i>Marine Engine Driver Grade 1 (MED1)</i> by relevant Authority; and • completes any additional company-specific study requirements for this stage. 	60%	\$52,860	\$54,445
<p>Trainee Stage 3 (Final Stage) Trainee Stage 3 applies from the completion of Trainee Stage 2.</p> <p>The trainee:</p> <ul style="list-style-type: none"> • completes the Qualification service for the unrestricted EC3 Certificate as prescribed by the Authority; and • is issued with commercial vessel Certificate of <i>Engineer Class 3 (EC3)</i> by relevant Authority; and • completes any additional company-specific study requirements for this stage. 	75%	\$66,074	\$68,057

* that is, a fitter and turner, diesel fitter, electrical fitter or other relevant or equivalent engineering trade.

Note 1: The training wage applicable from 1 January 2010 will be the training wage specified in the table or the 1 January 2009 training wage rate plus (2009 CPI + 1%) divided by 2, subject to a maximum 2009 CPI of 6%, whichever is the greater.

24.6 All inclusive salary

24.6.1 The salaries and payments under Part 4 of this Agreement (including the Schedules) include all allowances, disabilities and penalty payments payable to employees for all work performed, and no further amounts will be payable except as explicitly provided for in this Agreement.

25. Superannuation

25.1 Superannuation Contributions

25.1.1 SVITZER and its employees who are members of the SVITZER 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.

Note: Under the Trust Deed, Defined Benefit Plan members (upon retirement after attaining the age of 60 years or between the ages of 55 years and 60 years with the consent of the Company), are entitled to the greater of their notional Accumulation Benefit and their individual Defined Benefit entitlement (including accumulation component). However the terms of the Trust Deed are in no way to be taken as an express or implied term of this Agreement.

25.1.2 For employees who were members of the Adsteam Superannuation Fund Accumulation Plan as at 24 March 2006 (and who are not members of the Defined Benefit Plan) SVITZER will contribute 13% of salary to this plan, and 14% from 1 January 2010. In addition, SVITZER, 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, for this group of employees.

25.1.3 For employees not covered by clauses 25.1.1 or 25.1.2, SVITZER will contribute 14.5% of the salary and 15.5% from 1 January 2010, which will be in full satisfaction of all or any obligations upon SVITZER to make contributions, meet the cost of administration, salary continuance and death and disability or other insurance. Contributions under this sub-clause will be made into one of the following complying funds of the employees' choice:

- SVITZER's current complying fund
- Maritime Super
- Australian Retirement Fund
- The employees' current complying fund
- Another fund by agreement between SVITZER and the employee.

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

25.1.5 The contributions made by SVITZER in compliance with this clause 25 are inclusive of all contributions required by statute.

25.1.6 SVITZER will remit contributions on a monthly basis.

25.2 Choice of Fund

25.2.1 Employees who receive contributions under clause 25.1.2 may elect to have contributions made in accordance with clause 25.1.3. Where an Employee makes such an election, the obligation of SVITZER to make contributions in accordance with clause 25.1.2 is permanently extinguished.

25.2.2 SVITZER at all times retains a right of refusal where the fund of the employees choice requires the Company to enter into any form of binding agreement unacceptable to the Company 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.

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

25.3 Salary Sacrifice

25.3.1 Employees may elect, in writing, to sacrifice a specified proportion of their earnings into their superannuation account as additional employer contributions. These salary sacrificed amounts may be subject to differential tax treatment depending upon the amount sacrificed. The tax effect of such sacrificed contributions is a matter for the employee concerned. In this regard employees are encouraged to seek independent financial advice.

25.3.2 The amount sacrificed will be paid into the complying superannuation fund which receives superannuation contributions on behalf of the employee under clause 25.2.

25.3.3 The employee may make an election once in each quarter. The election must be made in writing on a prescribed form and will take effect at the commencement of the next quarter commencing on one of the following dates: 1 January, 1 April, 1 July or 1 September.

25.3.4 The employee must advise SVITZER of the election at least one month before the election taking effect.

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

25.3.6 The effect of such a salary sacrifice arrangement on an employee's salary is as follows-

- (i) For the purposes of pay and leave pay the reduced salary will be used to calculate the amount payable.
- (ii) 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.

26. Travel Expenses

26.1 Employees will be entitled to reasonable travel and accommodation expenses in the following circumstances:

- (i) where travel is undertaken at the requirement of SVITZER for any reason; or
- (ii) where the employee's service begins or ends elsewhere than at the employee's home port or operational location

and SVITZER does not provide transport or accommodation.

26.2 Travel by air will be economy class, and be booked by SVITZER. Accommodation will be of a standard equal to that generally provided in major motel chains.

- 26.3 Where SVITZER authorises an employee (prior to the employee undertaking the travel) to utilise the employee's personal vehicle to undertake travel under clause 26.1, the employee will be entitled to receive the applicable kilometre rate applied by the Australian Taxation Office (ATO) from time to time in respect of such travel. At the Commencement Date the ATO rate was \$0.70 per kilometre.
- 26.4 Travel and reasonable expenses may be withheld by SVITZER where an employee's employment is terminated on the grounds of misconduct on the part of the employee.
- 26.5 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 applied by agreement between SVITZER and an employee in special circumstances.

27. Industrial and Protective Clothing

- 27.1 SVITZER will 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.

- (i) 4 x Shirts (long sleeved, short sleeved or polo);
- (ii) 3 x Shorts or Trousers;
- (iii) 2 x white Overalls (cotton or tropical);
- (iv) 2 x Pairs of Safety Boots;
- (v) 1 x Pair of Sea Boots;
- (vi) 1 x Cold Weather Jacket;
- (vii) 1 x Safety Helmet;
- (viii) 1 x Hat for sun protection;
- (ix) 1 x $\frac{3}{4}$ Length Wet Weather Coat;
- (x) 1 x Pair of Wet Weather Trousers;
- (xi) 1 x Jumper.

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

- 27.2 In addition to the above SVITZER 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 safety prescription sunglasses SVITZER will reimburse the employee up to \$250.00 per annum, on presentation of a receipt showing the expenditure.
- 27.3 Casual employees will be provided with a reasonable issue of clothing sufficient to perform their work with adequate protection.

- 27.4 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.
- 27.5 Employees must wear the industrial and protective clothing provided in accordance with this clause, as well as any additional protective equipment deemed necessary by SVITZER. Failure to do so may result in disciplinary action being taken.
- 27.6 Notwithstanding the provisions of this clause, where a port manager is satisfied that additional personal protective equipment is warranted, such additional items of equipment may be provided at the manager's discretion.

28. Communications

- 28.1 Access to internet and email onboard tugs
- 28.1.1 During the nominal term of this Agreement SVITZER will introduce a pilot program to investigate the viability of rolling-out reasonable internet and email access within the Australian fleet. If the pilot program is successful, and cost-effective and satisfactory service levels are achievable, SVITZER will move to an implementation phase.
- 28.2 The issue and use of the communications equipment described in this clause 28 will be subject to compliance with SVITZER Information Technology (IT) policy as determined by SVITZER from time to time. This policy will be available to employees at the nearest port or on SVITZER's vessels.

29. Outside Work

- 29.1 Application
- 29.1.1 This clause does not apply to Salvage work which work is covered by clause 30 or to work on a Nominated Voyage under clause 33.1.
- 29.2 Crewing on Outside Work
- 29.2.1 When tugs are required to perform Outside Work additional personnel will be engaged and crewing of Engineers will be in accordance with the following table:

Type of Voyage	UMS Tug	Non UMS Tug
Free running	2	2*
Contract towage	2	2*
Emergency operations	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.

29.2.2 In the application of this sub-clause SVITZER will at all times have regard to the following matters:

- (i) the views of crew members;
- (ii) obligations under relevant maritime and other laws;
- (iii) the duration of the voyage;
- (iv) operational requirements;
- (v) fatigue management;
- (vi) previous voyages of a similar nature; and
- (vii) the weather forecast for the area of operations.

29.2.3 Employees engaged on Outside Work (other than on a Nominated Voyage) will be so engaged on a voluntary basis.

29.3 Allowance for Outside work

29.3.1 An engineer who performs Outside Work on any day (including Saturdays, Sundays and Public holidays) (other than an employee regularly or continuously engaged on Outside Work) will be entitled to payment in accordance with the following table, in lieu of the salary provided under clause 24 or Schedule 1 for that day.

Outside Work voyage	Daily Rate	
	From 1 January 2009	From 1 January 2010#
Free Running Voyage and Delivery Voyage	\$606	\$624
Contract Towing	\$746	\$768
Emergency Operations	\$897	\$923

Note #: The rates applicable from 1 January 2010 will be the rates specified in the table or the 1 January 2009 rates plus (2009 CPI + 1%) divided by 2, subject to a maximum 2009 CPI of 6%, whichever is the greater.

29.4 Conditions for payment of allowance for Outside Work:

29.4.1 The amounts contained in clause 29.3.1 will only be payable to employees from the time that the tug leaves the wharf to proceed to sea until it ties up at the wharf on return.

29.4.2 Outside Work commitments will not affect an employee's leave entitlements under clause 39.

30. Salvage Work

30.1 Performance of Salvage work

30.1.1 Employees may perform salvage work on a voluntary basis.

- 30.1.2 A permanent engineer who accepts a request to perform salvage work will be excused from his or her roster for the duration of that work.
- 30.1.3 Occupational health and safety considerations under clause 18, and the training principles under clause 19, have particular application to training for salvage work.

30.2 Crewing for Salvage work

- 30.2.1 When tugs are required to perform salvage work additional personnel will be engaged and crewing of Engineers will be in accordance with the following table:

	UMS Tug	Non UMS Tug
Salvage Work	2**	2**

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

- 30.2.2 When tugs are required to perform Salvage work the Master, following consultation with the crew, and the relevant manager will determine any request for additional crew having regard to the matters identified in clause 29.2.2.

30.3 Payments for Salvage work

- 30.3.1 An engineer who performs salvage work on any day (including Saturdays, Sundays and Public holidays) will be entitled to payment in accordance with the following table, in lieu of the salary provided under clause 24 and Schedule 1 for each such day.

	daily rate	
	From 1 January 2009	From 1 January 2010 [#]
Salvage work [#]	\$897	\$923

Note #: The salvage work (daily rate) applicable from 1 January 2010 will be the salvage work daily rate specified in the table or the 1 January 2009 rate plus (2009 CPI + 1%) divided by 2, subject to a maximum 2009 CPI of 6%, whichever is the greater.

30.4 Other conditions for payment of Salvage work:

- 30.4.1 The amounts contained in clause 30.3.1 will only be payable from the time that the tug leaves the wharf to proceed to sea on any salvage work voyage until it ties up at the wharf on return.

30.5 Leave accrued during Salvage work

- 30.5.1 An employee who performs salvage work will receive one day of accrued leave for each day of salvage work performed, which will be paid at the relevant port rate of pay as set out in Schedule 1. Salvage work commitments will not adversely affect an employee's leave entitlement under clause 39.

- 30.5.2 Any accrued leave under clause 30.5.1 must be discharged, before the employee resumes normal rostered duty, in one of the following ways:

- (i) the accrued leave is to be paid out to the employee at the applicable rate prevailing in the port; or

- (ii) the accrued leave must be taken by the employee at the completion of the salvage work;
- (iii) a combination of the above to facilitate an employee's return to the port roster or to allow necessary recuperation time before the employee resumes normal duty.

according to the employee's election.

30.5.3 The employee's election in accordance with clause 30.5.2 will be made at the time the employee accepts the salvage work engagement. Employees may change their election by agreement with SVITZER.

31. Emergency maintenance

31.1 Application and definition

31.1.1 The allowance specified in clause 31.2 does not apply to casual employees, except where the casual employees are paid in accordance with the terms of clause 24.4.3, or employees in receipt of payment for outside work under clause 29, salvage work under clause 30, or a penalty payment under clause 32 on a particular day.

31.1.2 For the purposes of this clause 31, Ordinary Hours means:

- (i) for tug crews working 12-hour "captive" shifts – 12 hours per day 7 days per week;
- (ii) for all other tug crews – a spread of 8 hours between 0700 and 1700, 5 days per week, Monday to Friday (excluding public holidays).

31.2 Emergency Maintenance

A permanent engineer who performs emergency maintenance work on board a tug, as required or requested by the Company, outside Ordinary Hours, will be paid an additional allowance in accordance with the amount specified in the table below.

Emergency maintenance allowance	\$ per hour	
	From 1 January 2009	From 1 January 2010
Engineer	\$65	\$68

32. Penalty payment - extended hours

32.1 The penalty specified in this clause 32 does not apply to employees in receipt of payment for Outside work under clause 29, Salvage work under clause 30, or an emergency payment allowance under clause 31 on a particular day.

32.2 Where SVITZER requires an employee to work continuously:

32.2.1 in the ports referred to in clause 32.3, for more than 12 hours; or

32.2.2 elsewhere more than 14 hours,

to meet operational requirements, the employee will receive a penalty payment for each hour or part thereof by which those hours are exceeded. The penalty payment will be calculated in accordance with the following table:

Penalty payment	\$ per hour	
	From 1 January 2009	From 1 January 2010
Engineer	\$65	\$68

Note #: The penalty payment applicable from 1 January 2010 will be the penalty payment specified in the table or the 1 January 2009 rate plus (2009 CPI + 1%) divided by 2, subject to a maximum 2009 CPI of 6%.

32.3 In the port of Brisbane and in Victorian Ports, the penalty payment referred in clause 32.2 may, at the election of the employee, be paid as accrued leave on the following basis:

- (i) Brisbane: at the rate of one hour of accrued leave for each additional one half-hour actually worked;
- (ii) Victorian Ports: at the rate of one hour of accrued leave for each additional hour actually worked above 12 hours up to 14 hours, and at the rate of two (2) hours of accrued leave for each additional hour worked after 14 hours.

Accrued leave must be taken in full days. Eight (8) hours of accrued leave will constitute a full day of accrued leave under this sub-clause.

33. Port-Specific Allowances and Deductions

33.1 Nominated Voyages

An employee who is required to undertake a Nominated Voyage will be entitled to the respective allowance set out in Schedule 2 under the stipulated conditions set out in that schedule.

33.2 Port-specific allowances and deductions

Employees will be entitled to the port-specific allowances referable to the port in which they are engaged as set out in Schedule 3, where the employee meets the conditions for the payment of such allowance.

34. Compensation for Personal Effects Lost

If an employee should sustain loss of, or damage to, personal effects or equipment at work, SVITZER 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 \$2100.00, provided that the maximum compensation for the loss of or damage to any single item will be \$790.00.

35. Accident Make-Up Pay (Workers Compensation) and Associated matters

- 35.1 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 up to 52 weeks at the employee's daily salary rate.
- 35.2 After 52 weeks' payment, continuing benefits will be provided in accordance with statutory entitlements applicable under State Workers' Compensation Law. At this point SVITZER 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 SVITZER will decide whether or not it is appropriate to continue the employee's employment and take appropriate action.
- 35.3 SVITZER 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. Car pooling arrangements that have been approved by local management will be deemed to be the direct route for the purposes of this clause.

36. Counselling Services

SVITZER 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.

37. Compensation for Loss of Certificate of Competency

- 37.1 A permanent full-time or part-time engineer who is unable to carry out the duties required by the Company 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 thereunder) 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 and who:
- (i) 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
 - (ii) 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.

- 37.2 Subject to clauses 37.4 and 37.5 hereof, an engineer to whom clause 37.1 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 (full-time employee)
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

- 37.3 Where an engineer suffers an illness or injury entitling him/her to any compensation, damages or other benefits (called "benefits") from the Company 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 engineer under clause 37.2. SVITZER shall value the amount of any such component to be taken into account.
- 37.4 An employee shall not be entitled to the benefit of clause 37.2 where:
- 37.4.1 He/she dies;
- 37.4.2 His/her failure to comply with the prescribed medical requirement arises from anyone of the following:
- (i) self-inflicted or self-induced illness or injury; or
 - (ii) 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
 - (iii) He/she is offered reasonably suitable alternative employment, suitable to the individuals' skills and abilities, (provided however that SVITZER 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).
- 37.5 An employee shall not be entitled to receive the benefits for Loss of Certificate of Competency more than once.
- 37.6 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 10 disputes procedure of this Agreement.

PART 5 - HOURS OF WORK AND RELATED MATTERS

38. Hours of Work, Rosters and Meals

- 38.1 There will be a set of Port Operating Procedures in each port containing the details of operational matters relating to Hours of Work, Rosters and Meals. Port Operating Procedures should be reviewed at least annually.
- 38.2 The Port Operating Procedures (when made or varied) will set out details in respect of the following matters, based on the principles set out below which provide a foundation for the guidance of the parties in developing Port Operating Procedures:
- 38.2.1 Port rosters
- (i) Towage operations are carried out over 24 hours per day on every day of the year;
 - (ii) rosters will as far as practicable include the detail of work days, and the component of predictable leave days;
 - (iii) leave in running arrangements may be implemented where it is impracticable to predict leave periods to their full extent.
 - (iv) leave for permanent full-time engineers should to the greatest practical extent be predictable;
 - (v) where practicable, the port roster should enable permanent part time employees who are engaged to provide relief work in a port to take leave predictably on at least 35 days per annum.
- 38.2.2 Work orders:
- (i) should include details of the procedures to be used for the giving, receipt and acknowledgement of work orders;
 - (ii) SMS messages may be used to communicate orders for the purpose of minimising off-duty disruption to employees;
 - (iii) Employees should not be contacted unnecessarily during breaks.
 - (iv) Allocation of work.
- 38.2.3 Availability
- The objective of any duty roster is to ensure that sufficient employees are available at any time to satisfy customers' requirements on no more than 2 hours notice.
- 38.2.4 Hours of work, regular duty requirements and off-duty periods
- (i) To ensure that employees duties are not impaired by fatigue the parties will be guided by State legislation and STCW 95 Chapter V111 / 1 (as set out in Marine Orders Part 28, section 4);
 - (ii) Because of the unpredictability of vessel movements the strict application of STCW 95 chapter V111/1 as above may not always be possible,

however, an employee *must be* provided with minimum aggregate rest of 70 hours in 7 days.

- (iii) Scheduled hours of work should ordinarily not exceed 12 hours.
- (iv) If, due to unusual operational circumstances an employee is required to be on continuous duty for 14 hours or more, the employee must be given a rest break of 10 hours at the cessation of that period of duty before the commencement of the next period of duty.
- (v) A period of continuous duty must not exceed 16 hours.
- (vi) A rest break of less than 6 hours will not break the continuity of a period of duty.
- (vii) Employees will be entitled to a meal break on completion of 5 hours' duty. Meal breaks must be taken flexibly. For the avoidance of doubt meal breaks must not be taken in a manner or at a time that would interrupt port operations.
- (viii) The parties will keep fatigue management and the operation of the roster under review in each port, through the local Occupational Health and Safety committee, so as to ensure the proper and efficient management of fatigue.

38.2.5 Relief arrangements to be utilised in the Port.

- (i) Relief requirements will usually be covered as follows: first call – permanent part-time employees; second call – casual employees; third call - permanent full-time employees on rostered leave.
- (ii) Permanent full-time employees on rostered leave are not obliged to be available for relief work, however every employee and the Union will ensure that, under normal circumstances as described in the Port Operating Procedures, the port operations are not compromised by unavailability of relief personnel to cover short term or unplanned absences.

38.2.6 Other issues of an operational nature, specific to the Port.

Port Operating Procedures should not prevent or unreasonably restrict SVITZER's ability to meet customer and port requirements on Saturdays, Sundays or Public Holidays.

38.3 Subject to clause 6.2, Port Operating Procedures, once established, shall be read in conjunction with this Agreement. Port Operating Procedures must be signed by the Port Manager and authorised union representatives, and subject to clause 38.4 are binding on the parties.

38.4 Changes to Port Operating Procedures may be made by agreement following consultation, or as follows:

- (i) Where SVITZER 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 SVITZER in writing;
- (ii) The parties will commence consultation about the matters set out above, within seven days of such notification;

- (iii) Consultation will continue until the parties achieve a consensus about the changes;
- (iv) 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.
- (v) 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.

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

PART 6 – LEAVE

39. Leave

39.1 In this clause 39, the Leave Transition Period means the period between the Commencement of the Agreement and 31 December 2009. The parties will use their best endeavours to agree on the revised roster arrangements (Port Operating Procedures), in respect of the change to 182 days free of duty, by 31 December 2009.

39.2 A permanent full time engineer will be entitled to the following number of days free of duty (leave) per year of continuous service:

- (i) 182 days in "even-time" leave ports or
- (ii) 168 days in other ports during the Leave Transition Period.

39.3 A permanent part-time engineer will be entitled to the leave granted to a full-time engineer on a pro-rata basis, in accordance with the following table.

Prescribed proportion (%) of full-time employment (refer clause 15.3.1)	Days free of duty (leave days) [#]
	per year of continuous service
50%	91
60%	109
70%	127
75%	137
80%	146
# Note: The above table relates to "even-time" leave ports. In other ports, during the Leave Transition period, the corresponding number of days of leave would be as follows:	
50%	84
60%	101
70%	118
75%	126
80%	134

39.4 An engineer who is engaged for a specified period of time or a specified task, will be entitled pro-rata, to the leave granted to a full-time engineer based on the period of the respective engagement.

39.5 A casual engineer whose engagement exceeds five (5) continuous days will be entitled pro-rata, to the leave granted to a full-time engineer (or payment in lieu) based on the period of the respective engagement.

39.6 The leave prescribed in this clause 39 includes the following entitlements of full-time employees (who may otherwise have been engaged on a Monday to Friday basis in accordance with the terms of the Award):

- (i) 104 days of leave, being in lieu of weekends;

- (ii) 5 weeks of paid annual leave for shiftworkers;
- (iii) public holiday entitlements;
- (iv) an additional 28 days leave in recognition of the 35-hour week.

39.7 For each day of absence referred to in clause 35, an employee's leave entitlement under this clause 39 will be debited by:

- (i) one day, in Even-time leave ports or
- (ii) 0.857 of a day in other ports during the Leave Transition Period.

40. Discharge of accrued leave

40.1 In this Agreement, accrued leave means any paid leave that the employee accumulated in excess of the leave entitlements specified in clause 39.

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

40.2.1 at the employee's discretion, the accrued leave may be discharged as a cash amount at the rate of one days' pay for each day accrued; or

40.2.2 at the employee's discretion, and subject to the availability of reliefs, the accrued leave may be taken, (in which case SVITZER will use its best endeavours to provide relief to allow the taking of the accrued leave); or

40.2.3 at the employee's discretion, the accrued leave may be salary sacrificed in advance to the employees' superannuation account at the rate of one day's pay for each day accrued.

40.3 If the accrued leave is not taken within 12 months of accruing it will, with the exception of a continuing balance of 14 days, be automatically cashed out, unless SVITZER has been unable to arrange a relief.

40.4 Clause 40.3 will not apply in respect of accrued leave accrued prior to 24 March 2006. However, the employee retains the discretion set out in clauses 40.2.1 to 40.2.3 in respect of that accrued leave.

40.5 Payment of accrued leave under clauses 40.2.1 and 40.3 must be made to the employee at the rate of one day's pay for each day of accrued leave. SVITZER must pay the employee at least the full amount that would have been payable to the employee had the employee taken the accrued leave that the employee has forgone.

41. Personal/Carers Leave

41.1 An employee is entitled to personal / carer's leave as specified in applicable legislation. This clause contains a summary of those entitlements.

41.2 A full-time employee is entitled to paid personal / carer's leave of 13 days per year of service, to be used either for:

- (i) personal illness or injury affecting the employee, or
- (ii) to provide care or support to a member of the employee's immediate family or household who requires care or support because of a personal illness, personal injury or an unexpected emergency affecting the member.

41.3 Personal/Carer's leave accrues on a pro rata basis and is cumulative.

41.4 Unpaid Carers Leave

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.

41.5 Employees must notify their Manager as soon as practicable of any absence for personal / carer's leave, and the expected duration of the absence.

41.6 SVITZER may require an employee to provide evidence in the form of a medical certificate (if reasonably practicable), or a statutory declaration, that the personal /carer's leave is being taken for a reason specified in clause 41.2. SVITZER will not require the employee to produce a medical certificate in relation to an absence due to personal illness of one (1) day or less unless the employee's personal/carer's leave record justifies such a requirement.

41.7 On termination of employment the employee is not entitled to any payment in lieu of accrued personal / carer's leave entitlements.

41.8 This clause does not apply to any period during which the employee is entitled to workers compensation payments.

42. Compassionate Leave

42.1 This clause incorporates compassionate leave entitlements available under applicable legislation and is to be read subject to legislation.

42.2 Compassionate leave relates to occasions when a member of the employee's immediate family or household contracts or develops a personal illness that poses a serious threat to their life, or sustains a personal injury that poses a serious threat to their life, or dies. This incorporates bereavement leave.

42.3 An employee is entitled to compassionate leave of up to 3 days without deduction of salary. Where the incident occurs outside Australia, the employee is entitled to a further 2 days compassionate leave.

42.4 SVITZER may require the employee to provide reasonable evidence that the leave is to be taken for such an incident.

42.5 This clause does not apply during any period of leave.

43. Parental Leave

43.1 An employee is entitled to parental leave (maternity and paternity leave and adoption leave) as specified in applicable legislation. This clause is to be read subject to legislation.

- 43.2 Each permanent employee will be entitled to one (1) week's paid leave on the birth or at the time of adoption of a child, and unpaid parental leave of up to 12 months.
- 43.3 This clause does not apply during any period of leave.

44. Long Service Leave

- 44.1 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.
- 44.2 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.
- 44.3 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 (or 182 days in even-time Leave ports) allowed per annum under this Agreement already includes public holiday entitlements.
- 44.4 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.
- 44.5 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 (or 118 days and 182 days, respectively, in Even-time leave ports).

PART 7 – EXECUTION

45. Signatures

FOR SVITZER Australia Pty Limited

FOR Australian Institute of Marine and Power Engineers

Signed:

Signed:

[Title]

Date: _____

Date: _____

Name and title in full:

Name in full (printed):

Address:

Address:

Witnessed by:

Witnessed by:

Witness name in full (printed)

Witness name in full (printed)

SCHEDULES

Schedule 1 - Salaries

(Refer clause 24)

Port	Annual Salaries		
	Port leave	From* 1 January 2009	From 1 January 2010 (see note 1)
Adelaide		\$142,783	\$147,067
Albany		\$122,644	\$126,324
Brisbane ¹	ET	\$142,095	\$146,358
Bowen	ET	\$134,980	\$139,029
Bundaberg		\$88,099	\$90,742
Cairns		\$112,513	\$115,888
Eden		\$90,220	\$92,927
Fremantle		\$130,280	\$134,188
Fremantle (composite)		\$132,805	\$136,789
Geelong	ET	\$144,118	\$148,441
Geraldton		\$116,388	\$126,324
Gladstone	ET	\$141,561	\$145,808
Hastings	ET	\$139,122	\$143,296
Kwinana	ET	\$135,328	\$139,388
Mackay		\$108,621	\$111,880
Melbourne	ET	\$144,060	\$148,382
Mourilyan		\$112,513	\$115,888
Newcastle	ET	\$136,675	\$145,808
Port Kembla		\$137,774	\$141,907
Sydney		\$129,252	\$133,129
Townsville	ET	\$137,905	\$142,042
Weipa	ET	\$114,306	\$117,735
Whyalla ²		\$114,291	\$117,720

ET denotes Even-time leave ports at the time of making this agreement.

Note 1: The salaries applicable from 1 January 2010 will be the salaries specified in the table above or the 1 January 2009 salaries rate plus (2009 CPI + 1%) divided by 2, subject to a maximum 2009 CPI of 6%, whichever is the greater.

Notes		
1	Brisbane	Salary includes bridge toll and telephone allowance
2	Whyalla	An additional amount equal to 22% of the Whyalla salary will be paid to employees engaged in the Project Magnet operation. Should this operation cease, the salary will automatically be reduced by this percentage amount.

Schedule 2 - Allowances for Nominated Voyages

(refer clause 33.1)

State	Travel Between	And	Trip over which payment made	Payment in addition to salary	
				From 1 January 2009	From 1 January 2010 *
SA	Port Adelaide	Stanvac	return trip	\$67.36	\$69.38
	Port Adelaide	Giles Point	return trip	\$67.36	\$69.38
	Port Adelaide	Kleins Point	return trip	\$67.36	\$69.38
	Port Adelaide	Ardrossan	return trip	\$67.36	\$69.38
	Port Adelaide	Port Lincoln	return trip	\$67.36	\$69.38
	Port Pirie	Port Bonython	return trip	\$67.36	\$69.38
	Port Pirie	Whyalla	return trip	\$67.36	\$69.38
	Whyalla	Port Bonython	return trip	\$67.36	\$69.38
Vic.	Melbourne	Westernport	each way	\$148.68	\$153.14
	Geelong	Westernport	each way	\$148.68	\$153.14
NSW	Port Jackson	Botany Bay	per return trip when sent for towage operations purposes only	\$114.06	\$117.48
	Port Jackson or Botany Bay	Newcastle or Port Kembla	return trip + victualling allowance	\$166.11	\$171.09
	Port Kembla	Newcastle	each way + victualling	\$29.98	\$30.88
				\$166.11	\$171.09
QLD	Gladstone	Rockhampton	(prohibited by Gladstone licence)	\$148.68	\$153.14
	Halftide Harbour	Mackay		\$152.04	\$156.60
	Gladstone	Bundaberg	(prohibited by Gladstone licence)	\$148.68	\$153.14
	Mourilyan Harbour	Lucinda	per day	\$148.68	\$153.14
	Mourilyan Harbour	Townsville	per day	\$148.68	\$153.14
	Mourilyan Harbour	Cairns	\$ Nil. Absorbed into Salary		
	Townsville	Cairns	per day	\$148.68	\$153.14
	Townsville	Lucinda	per day	\$148.68	\$153.14
	Cairns	Lucinda	per day	\$148.68	\$153.14
	Cairns	Euston Reef		\$50.40	\$51.91

State	Travel Between	And	Trip over which payment made	Payment in addition to salary	
				From 1 January 2009	From 1 January 2010 *
	Brisbane	Towage requirements between M7 buoy and Port Limits	per hour from departure to return to base.	\$63.70	\$65.61
	Bowen	Abbot Point	\$Nil. Absorbed into Salary		

Note *: The allowances applicable from 1 January 2010 will be the allowances specified in the table above or the 1 January 2009 allowances rate plus (2009 CPI + 1%) divided by 2, subject to a maximum 2009 CPI of 6%, whichever is the greater.

Schedule 3 – Port Specific Allowances and Deductions

State	Port	Description of Allowance	Eligibility and Application	Payment in addition to salary	
				From 1 January 2009	From 1 January 2010
QLD	Weipa	Remote area allowances: Air Fares	<p>SVITZER will provide a permanent employee whose home port is Weipa, and to each of his or her immediate family members who form part of the employee's household in Weipa, with the following:</p> <ul style="list-style-type: none"> • ONE (1) economy airfare from Weipa to Brisbane and return OR • TWO (2) economy airfares from Weipa to Cairns and return. <p>The permanent employee will be entitled to an additional (ONE) economy airfare from Weipa to Cairns and return.</p> <p>The above entitlement applies per annum.</p> <p>An employee may make a written agreement with SVITZER for this allowance to be substituted for another equivalent and mutually acceptable travel benefit.</p>	n.a.	n.a.
		Rental subsidy #	<p>In respect of a period during which SVITZER provides housing or a housing allowance to an employee, the employee will have rent deducted fortnightly from their wages on the basis specified below:</p> <ul style="list-style-type: none"> * flat/unit (per fortnight) * 3 bedroom house (per fortnight) * 4 bedroom house (per fortnight) * 5+ bedroom house (per fortnight) 	<p>\$58.65</p> <p>\$62.80</p> <p>\$64.90</p> <p>\$66.95</p>	<p>\$58.65</p> <p>\$62.80</p> <p>\$64.90</p> <p>\$66.95</p>

State	Port	Description of Allowance	Eligibility and Application	Payment in addition to salary	
				From 1 January 2009	From 1 January 2010
		Electricity Subsidy #	<p>In respect of a period during which SVITZER provides housing or a housing allowance to an employee, the employee will have electricity usage deducted fortnightly from their wages on the basis specified below:</p> <ul style="list-style-type: none"> * First 18 units per day (per unit) * Next 10 units per day (per unit) * Above 28 units per day (per unit) <p># These subsidies or expenses are adjusted by the All Groups Component of the Consumer Price Index for the preceding 12 months according to the Australian Bureau of Statistics, and will be reviewed annually.</p>	<p>\$0.05</p> <p>\$0.10</p>	<p>\$0.05</p> <p>\$0.10</p>