

# ***SVITZER***

**Sydney Lines and Mooring Agreement 2008**

*Voting Draft – July 29, 2008*

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### **Schedule A**

Salaries and Allowances

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**1. TITLE**

- 1.1. This Agreement will be referred to as the “SVITZER Sydney Lines and Mooring Agreement 2008.”

**2. PARTIES BOUND AND NOMINAL TERM OF AGREEMENT**

- 2.1. This Agreement is binding upon;

SVITZER Australia Pty Limited (SVITZER)

and

The Maritime Union of Australia, (the Union);

In respect of SVITZER employees engaged in lines and mooring operations carried out by SVITZER in the Ports of Sydney, who are eligible to become members of the union.

- 2.2. This agreement is based upon the Motor Boats and Small Tugs (State) Award (NSW) (the Award). Where there is inconsistency between this Agreement and the Award, this Agreement will apply.
- 2.3. This Agreement supersedes all other agreements written or oral registered or unregistered.
- 2.4. This Agreement shall take effect on and from the date it is signed. Application will be made to the AIRC to vary and extend the term of the antecedent State registered agreement to give legal effect to this Agreement under the *Workplace Relations Act 1996 (Cth)* as amended. This Agreement will remain in force for three years from the date it is extended by the AIRC.

**3. REMUNERATION**

- 3.1. A permanent employee will be entitled to an annual salary as specified in Schedule A. The annual salary is an all-inclusive rate for all work performed by Leading Hand Supervisors, Drivers or General Purpose Hands respectively. Except as specifically provided in this Agreement, no additional penalties, loadings or disability payments shall be payable.
- 3.2. A permanent employee may elect to allocate such portion of his or her salary to superannuation up to the tax deduction limit of the ATO guidelines as varied from time to time. A permanent employee electing to salary sacrifice part or all of their salary for

superannuation, is to notify the company by 1 May each year of the quantum or percentage to be sacrificed. This salary sacrifice will apply from July 1 that year. In exceptional circumstances an employee may alter their election at another time during the year by agreement between the employee and the manager. It is the intention of the company during the life of this agreement to introduce some flexibility in salary packaging

- 3.3. The annual salary less any salary sacrificed amounts will be deposited by electronic funds transfer into a financial institution of the Employee's nomination fortnightly.
- 3.4. Permanent Part Time employees will be paid Pro Rata, the same terms and conditions as Permanent Full Time employees.
- 3.5. Short term casual employees, shall be paid at the rate of 1/7<sup>th</sup> of the weekly salary rate for full time employees per day plus a casual loading of 25%.
- 3.6. In the event of a cancellation, the casual employee having been notified four hours prior to the notified starting time of the cancellation shall be paid \$88.00 for such cancellation.
- 3.7. The rates paid in this agreement under schedule A include compensation for coverage of absent employees who may be on sick leave, Jury duty or workers compensation.

#### **4. MANNING**

- 4.1. Manning of jobs will be undertaken with due regard to obligations under the *Occupational Health and Safety Act 2000 (NSW)*. Risk analysis conducted by the parties through job hazard analysis will continue to determine the appropriate applicable manning scale.
- 4.2. At the commencement of this Agreement there shall be 32 Full Time employees employed in Sydney Ports, including 2 Leading Hand Supervisors, 15 Drivers and 15 General Purpose Hands. Subject to this clause these numbers and types of employment will be maintained until the parties utilise the provisions of clause 21 of this Agreement.
- 4.3. Despite 4.2 the parties agree that during the life of this Agreement it may become necessary to reduce the number of employees further, depending upon the volume of work in Sydney ports following the transition of some volume to the port of Port Kembla.
- 4.4. A Leading Hand Supervisor is a staff member appointed to supervise employees on a shift. This structure is adopted to ensure consistencies in the allocation of labour to meet work requirements, minimise use of casuals and ensure workplace and job supervision is in place at all times. The appointed person will be paid as outlined in Schedule A. A company-supplied mobile phone will be issued to the Leading Hand Supervisor for use during the shift to conduct work calls.

- 4.5. Leading Hand Supervisors will have a key focus on safe operations and ensuring that all work is carried out in accordance with sound practice and in accordance with Company policies and procedures as varied from time to time. Undertake OH&S training, Return to Work and other courses deemed necessary by management. The Leading hand Supervisor will be available for a maximum 10 days training annually.
- 4.6. There will be an agreed roster of work for permanent employees. The roster will provide for scheduled leave up to a maximum of 20 weeks on average per annum. Rosters will be under constant review to ensure that labour costs are kept within a total of 32 employees, with all parties stringently ensuring the use of casuals is minimised and is a method of last resort only.

## **5. RECRUITMENT AND TYPES OF EMPLOYMENT**

### **5.1. Recruitment**

- 5.1.1. At the date of approval of this agreement the following recruitment procedures will apply.
- 5.1.2. Where the Company needs to recruit new employees, it shall:
- i. Advertise the position (the Union will be advised of this).
  - ii. Obtain from the Union a list of potentially suitable candidates
  - iii. Screen and interview short listed candidates, including, where suitable, those provided by the union from their database.
  - iv. Check references and medical fitness for the position.
  - v. Select employees on the basis of objective selection criteria, which shall include but not be limited to qualifications, skills and competencies, required for the position. Account will be taken of the prospective employees' previous employment history.
- 5.1.3. The interview panel shall include an employee from the relevant area of employment where the vacancy exists. The company shall provide the employee representative with appropriate training to ensure the maximum contribution to the selection process.

- 5.1.4. A successful applicant will be subject to a three-month probationary period. During the probationary period, should the Company have a concern(s) about the performance of the employee and consequently his/her suitability for the position of the employee, the Company will discuss the concern(s) with the employee, if the employee requests, the Union and resolve the matter in accordance with the provisions of this Agreement. Where employment is not confirmed, there shall be no entitlement to severance pay.
- 5.1.5. Prospective employees, full-time and casual, who are to be employed by the Company will undergo a medical examination undertaken by the Company's Medical Practitioner or a Medical Practitioner of the employee's choice for the purpose of determining the prospective employees fitness for the position offered to him/her.

5.2. **Types of Employment.**

- 5.2.1. The Company may employ Employees on a Permanent Full Time, Permanent Part Time, Casual or Fixed Term basis.
- 5.2.2. An Employee must be advised in writing at the time of engagement whether the employment is Full Time, Part Time, Casual or Fixed Term.
- 5.2.3. The definitions of the types of employment are as follows;
- i. **A permanent full time employee** is an employee who is engaged to work on a full time basis in accordance with the operating roster.
  - ii. **A casual employee** is an employee who may be regularly rostered to work for short periods, but is engaged in single periods which will not be less than four hours duration. Each engagement stands alone.
  - iii. **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
  - iv. **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 hours.

## 6. EMPLOYEE DUTIES

- 6.1. All employees will perform such duties as are directed by the company, subject to such directions being reasonable, being in accordance with the qualifications of the employee, and consistent with safe practice and relevant regulations, and not contrary to other provisions of this agreement.
- 6.2. Employees will comply with the hours of duty, which are set by the roster arrangements to meet operational requirements.
- 6.3. An employee must obtain permission from the company representative prior to any absence during working hours from the workplace.
- 6.4. Employees will ensure that bridgeboard markers are placed where required on wharves.
- 6.5. Shipping movements will be confirmed by SVITZER Operations Officers. One Leading Hand Supervisor on every working shift will receive shipping movements, contact and allocate labour, taking care to allow travelling time for employees to turn to.
- 6.6. Each employee will make available a mobile phone for receipt of orders. Work orders and requests may be received by facsimile, computer and/or telephone from SVITZER Officers.
- 6.7. The Leading Hand Supervisor will ensure that each job is completed, and will provide daily completion reports to SVITZER Operations Officers, covering the starting and finishing times of jobs, ships tonnage and the details of the number and names of employees engaged.
- 6.8. The Leading Hand Supervisor will maintain and oversee the work record injury record book and give workers compensation report forms if necessary.
- 6.9. The Leading Hand Supervisor will liaise with SVITZER Operations Officers on all of the operations on their shift.
- 6.10. Under normal circumstances the Leading Hand Supervisor will issue work orders and directions to crews and implement the directions of the Manager. Employees are required to comply with all reasonable directions of the Leading Hand Supervisor and/or the Manager in addition to the specific duties listed in this clause, will perform any other task which the employee is qualified to perform, as may be reasonably required by the Manager or Leading Hand Supervisor.

## **7. MAINTENANCE**

- 7.1. The company will prepare maintenance plans for all craft and equipment.
- 7.2. Employees will perform such maintenance as shall be required, Monday to Friday.

## **8. HEALTH & SAFETY**

- 8.1. 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.
- 8.2. All employees shall be fit and able to perform the tasks, which they are qualified and trained to carry out.
- 8.3. The company will implement measures, other than as required by the Occupational Health & Safety Act 2000 as amended, to reduce the risk of injury and claims. This will be a key focus of the Leading Hand Supervisors in consultation with employees and the OH&S committee.

## **9. HOURS AND ASSOCIATED MATTERS**

### **9.1. Hours**

- 9.1.1. Port Botany and Port Jackson operations are to be treated as one business. Upon lodgement of this Agreement, Port Botany will become the starting and finishing place for all employees unless instructed otherwise. To optimise this flexibility common shift commencement and conclusion times will be adopted. The notional shift coverage in both ports is defined as:

- i. Day Shift 0500 - 1700hrs
- ii. Night Shift 1700 - 0500hrs

- 9.1.2. These times will be reviewed in conjunction with both worksites on a regular basis to ensure changeover times are best aligned with the family responsibilities of employees, the needs of other port stakeholders and customer throughput. Subject to that, where more than one option is available, which meets the needs of the business, the employees will vote to accept one option and the majority vote will decide the matter.

- 9.1.3. Crews may be required to advance or delay their nominated start time by up to 2 hours either way to meet the needs of the shipping schedule. Employees may be required to work up to 16 hours, however will not usually be required to work more than 12 hours continuously. Where an employee is required to work continuously for 16 hours the leading hand supervisor will consult with the crew to explore cost neutral options that will enable an earlier finish.
- 9.1.4. Employee absent on sick leave or any other form of leave will not generally be replaced unless it is necessary to do so due to shipping requirements. All replacements will be on an as required basis.
- 9.1.5. Where a long period of absence is planned as a result of the taking of Long Service Leave or occurs as a result of long term (e.g. more than 2 weeks) illness or injury, the employee will be replaced in the roster by a fixed term employee.

**9.2. Duty staff**

- 9.2.1. Duty Staff are defined as the minimum quantum of employees required onsite for the duration, or part thereof, of any one shift. In terms of specific requirements the following shall apply:
  - i. At all times at least one employee will be on site to attend to ad hoc duties as required; and
  - ii. 2 men (Driver & GPH) may be required to remain onsite to ensure the safety and security of all plant and to complete maintenance tasks.

**9.3. Captive hours**

- 9.3.1. Other than the requirements for onsite Duty Staff as referred to in this clause all other employees will not be bound by captive hours. Employees on shift will present themselves, having been given a minimum of 2-hours notice, onsite as required to meet work demands, stakeholder obligations and fleet maintenance requirements inclusive of maintenance to all mooring hardware and apparatus.

**10. PHYSICAL EXHAUSTION**

- 10.1. When an employee is required to be on duty continuously, including meal breaks, for 16 hours, the employee shall be entitled to a break from duty of ten hours.

- 10.2. In the event that the employer requires the employee to work outside the provisions of this clause due to unforeseen operational requirements or the unavailability of replacement labour at short notice, the employer shall give the employee a ten-hour break at the first opportunity.
- 10.3. Total hours worked are to be calculated from the time an employee is actually required to be on site. A ten hour break is applicable when an employee exceeds 16 hours from that time.
- 10.4. The parties will continue to assess clause 9.3 and monitor this clause with the clear objective of ensuring that adequate breaks are achieved and physical exhaustion avoided.

**11. INDUSTRIAL AND PROTECTIVE CLOTHING**

- 11.1. Protective equipment and industrial clothing will be worn at all times whilst engaged in maintenance; towage, mooring and unmooring jobs. This includes travel between ports and to and from the mooring and unmooring jobs.
- 11.2. The company will issue protective equipment and clothing to employees as follows:

Annually

<b>Item</b>	<b>Quantity</b>
General weight trousers	3 pairs
Summer weight trousers	3 pairs
General weight shirts	3
Summer weight shirts	3

Initial issue and Replaced on Wear & Tear Basis

Overalls	3 pairs
Protective footwear	2
Jumper	2
Castro jacket	1
Safety Helmet	1
Hat for sun protection	1
¾ length wet weather coat	1
Wet weather trousers	1
UV lotion	1

- 11.3. Items will be replaced on a wear and tear basis and will be replaced upon production of evidence that they are worn out.
- 11.4. The employee must replace lost items at employee's own cost unless the employee can demonstrate to the company that the loss was not his/her fault.
- 11.5. The company will supply one pair of sunglasses to the Australian UV standards and one pair of protective covering/glasses suitable for the job. Clip-ons will be supplied where requested. Where an employee uses prescription sunglasses, the company will, upon production of a receipt, reimburse that employee up to the amount as set out in item 3 of Table 2.
- 11.6. Casual employees will be provided with a reasonable issue of clothing sufficient to perform their work with adequate protection.

## **12. MEAL HOURS**

- 12.1. Employees shall be entitled to a break of up to one hour, which shall be taken in a manner suitable to operational requirements. A meal break shall be rescheduled to ensure that there are not delays to shipping and taken as soon as practicable thereafter. No penalty payment shall be made where an employee works through the break due to operational requirements.

## **13. DISPUTES**

- 13.1. 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 employee whose terms and conditions of employment are governed by this Agreement.
- 13.2. Where an employee becomes aware of any such matter he or she shall forthwith take it up with the port Manager.
- 13.3. If the matter cannot be settled, the employee and his or her representative, (which may include the Union), will refer the matter for discussion with the New South Wales State Manager to discuss the matter and endeavour to resolve it.
- 13.4. If the matter cannot be settled by this means, it may be referred to the Australian Industrial Relations Commission for conciliation and/or determination.
- 13.5. Work shall continue pending determination of any matter or dispute in accordance with the above procedures, however, this will not apply in circumstances where an employee

holds genuine concern about his or her safety and in such circumstances the employee will perform alternative duties as reasonably directed by the Leading Hand Supervisor or the Port Manager.

#### **14. CONSULTATIVE COMMITTEE**

- 14.1. A formal consultative committee of management and delegates will be formed following the approval of this agreement.
- 14.2. The committees will meet no less than once a year to discuss matters of either local or state wide concern. These meetings will be arranged so as to avoid any disruption to the operations of the business.

#### **15. SUPERANNUATION**

- 15.1. The employer will make available to all employee superannuation coverage through the Seafarer's Retirement Fund (SRF) or its successor.
- 15.2. The employer and employee contributions for all employees will be calculated on the employee's Annual Salary.
- 15.3. The employer contributions shall be 13.0% of the employee's Annual Salary.
- 15.4. Such contributions shall continue to be made whilst an employee receives accident make up pay.

#### **16. LEAVE**

- 16.1. Full time employees will be entitled to 140 days of leave, per annum in recognition of weekend days, public holidays and annual leave. The detail of the taking of this leave will be dealt with in the roster.
- 16.2. In addition to this leave full time employees will be entitled to the following leave:
  - 16.2.1. Sick Leave.
    - a. Employees will be entitled to ten days paid sick leave per year.
    - b. Untaken sick leave will be cumulative, however accrued sick leave will not be paid out on termination. Sick leave may be accessed for the purposes of family leave in accordance with this Agreement.

- c. This clause will not apply to any period during which the employee is entitled to workers' compensation payments.
- d. 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 reasonably justifies such a requirement. An employee will be counselled in respect of their sick leave record prior to a doctors certificate being required for single day absences.
- e. The employee will notify the company as soon as practicable that he or she will be absent from work due to illness and where practicable this notice will be prior to the employees start time. In any event notification under this clause must be made within 24 hours of the commencement of the absence.

#### 16.2.2. Bereavement Leave

- a. Each employee is entitled to three days leave without deduction of salary in the following circumstances:
  - i. 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.
- b. This entitlement will not apply during any period of leave;

#### 16.2.3. Parental Leave

- a. Employees will be entitled to up to twelve months unpaid leave to care for a newborn child or a newly adopted child.
- b. This entitlement will not apply during any period of leave.
- c. 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.

16.2.4. Study Leave.

- a. Any study undertaken by the employee at the direction of the company will be at no cost to the employee.
- b. 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 management, the course costs will be reimbursed to the employee by the company on successful completion of the course or completion of the course segments.

16.2.5. Carers' Leave

- a. 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).
- b. 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.
- c. 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.
- d. The employee must provide the company with as much notice as possible in relation to the taking of leave under this clause.

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

16.2.6. Long Service Leave.

- a. Long Service Leave will accrue and be discharged in accordance with the NSW State Long Service Leave legislation.

## 17. REDUNDANCY

17.1. Where an employee is surplus to the requirements of the company due to changed Port conditions the following shall apply:

17.1.1. The company shall advise the union of the number of proposed redundancies.

17.1.2. In the event that a redundancy situation arises, redundancies will be applied by seeking expressions of interest in the port where the redundancies are to occur. If there are insufficient expressions of interest, packages may be offered to employees at other ports. This will be discussed with the union.

17.1.3. If there are insufficient applicants for voluntary redundancy, redundancies will take place on a last on first off basis in the port where the reduction in numbers has occurred.

17.2. The redundancy formula will be the sum of the following:

0 – 15 years (inclusive)	4 weeks' pay per year of company service.
16 – 22 years (inclusive)	3 weeks' pay per year of company service.

17.3. The maximum payment shall be capped at 78 weeks' pay.

17.4. The redundancy package will be paid out at the employee's Annual Salary.

## 18. TRAINING

18.1. The Company undertakes to provide sufficient training to ensure that employees are adequately skilled to perform their function. Employees are obliged to participate in that training.

- 18.2. Where an employee requires leave or assistance of any kind in order to obtain higher qualifications then, upon application being made to the company by that employee, the company will consider the application on its merits.
- 18.3. Where an employee undertakes a course as required or approved by the company, the course costs will be paid by the company or reimbursed to the employee by the company on successful completion of that course.
- 18.4. Progression through a career path will be dependant on an employee not only successfully completing certified training, but also maintaining a genuine level of interest in obtaining higher skills, demonstrated initiative and showing commitment to the company.
- 18.5. Where an employee requires revalidation of certificates relevant to duties performed in the lines business, the company will pay all associated costs. Provided that, where a revalidation course falls during a period of rostered leave, such leave will not be reinstated.

## **19. ANTI DISCRIMINATION**

- 19.1. It is the intention of the parties bound by this Agreement to seek to achieve the object in section 3(f) of the *Industrial Relations Act 1996 (NSW)* to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibilities as a carer.
- 19.2. It follows that in fulfilling their obligations under the disputes procedure prescribed by this Agreement the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this Agreement are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the Agreement which, by its terms or operation, has a direct or indirect discriminatory effect.
- 19.3. Under the *Anti-Discrimination Act 1977 (NSW)*, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- 19.4. Nothing in this clause is to be taken to affect:
  - i. any conduct or act which is specifically exempted from anti - discrimination legislation;

- ii. offering or providing junior rates of pay to persons under 21 years of age;
- iii. any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977 (NSW)*; or
- iv. a party to this award from pursuing matters of unlawful discrimination in any State or federal jurisdiction.

19.5. This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.

## **20. NO FURTHER CLAIMS**

20.1. 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.

## **21. REDUCTION CESSATION OR GROWTH**

21.1. The parties have, subject to its terms, entered into this Agreement in the expectation that the terms of this Agreement will apply for the life of the Agreement.

21.2. However, if unforeseen 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 13 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.

21.3. In the event of substantial changes in roster arrangements or the level of lines/mooring operations or other relevant circumstances, the parties agree to review, and where necessary, adjust the salaries referred to in schedule A of this Agreement.

21.4. 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.

**22. MEETINGS**

22.1. Meetings of employees may be held from time to time without loss of pay to discuss matters relevant to the business. Such meetings will be arranged so as not to interrupt service obligations or delay shipping in the port.

**23. RIGHTS and RESPONSIBILITIES of EMPLOYEE REPRESENTATIVES**

23.1. 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.

23.2. Part of this includes acknowledgement of the role of workplace employee representatives and in enhancing efficiency the following principles are agreed:

- i. The employee representative has the right to fair treatment and to perform their role without discrimination in their employment.
- ii. The employee representative has the right to formal recognition by the company and its representatives.
- iii. The employee representative has the right to consult with workplace staff and management and will be given reasonable access around the workplace to facilitate this.
- iv. The employee representative has the right to reasonable paid time off to participate in approved forums with the company.
- v. The employee representative has the right to relevant training as agreed.
- vi. The employee representative 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.
- vii. The employee representative has the right to place necessary union information on company noticeboards.

- viii. The employee representative has the right to take reasonable leave without pay to work with the Organisation of employees at a time agreed with the company.

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

- i. Acting in a courteous and professional manner in their role;
- ii. The responsibility to raise workplace issues in a timely fashion and work
- iii. Co-operatively with the Company to resolve issues.
- iv. Workplace employee representatives must deal in a professional manner with all employees, regardless of membership status.
- v. 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.

**24. SIGNATORIES**

.....Date:.....  
Regional Manager –NSW for SVITZER

.....Date:.....  
Witness

.

.....Date:.....  
For the Maritime Union of Australia

.....Date:.....  
Witness

**SCHEDULE A****TABLE 1 – SALARIES**

<u>Amount of increase</u>	<u>Date payable</u>
4.75%	1 March 2008
4.0%	1 March 2009
4.0%	1 March 2010

<b>GPH</b>				
<b>Date</b>	<b>Weekly Wage</b>	<b>Weekly Benefit Entitlement</b>	<b>Total Remuneration Package</b>	
			<b>Car/Meal</b>	<b>Per week</b>
Mar 2007	\$1200.68	\$128.60	\$1329.28	\$69,122.88
01-Mar-08	\$1,257.71	\$134.71	\$1,392.42	\$72,405.84
01-Mar-09	\$1,308.02	\$140.10	\$1,448.12	\$75,302.24
01-Mar-10	\$1,360.34	\$145.70	\$1,506.04	\$78,314.08

<b>DRIVER</b>				
<b>Date</b>	<b>Weekly Wage</b>	<b>Weekly Benefit Entitlement</b>	<b>Total Remuneration Package</b>	
			<b>Car/Meal</b>	<b>Per/week</b>
Mar 07	\$1273.80	\$128.60	\$1402.40	\$72,924.55
01-Mar-08	\$1,334.31	\$134.71	\$1,469.02	\$76,389.04
01-Mar-09	\$1,1387.68	\$140.10	\$1,527.78	\$79,444.56
01-Mar-10	\$1,1443.19	\$145.70	\$1,588.89	\$82,622.28

<b>LEADING HAND SUPERVISOR</b>				
<b>Date</b>	<b>Weekly Wage</b>	<b>Weekly Benefit Entitlement</b>	<b>Total Remuneration Package</b>	
			<b>Car/Meal</b>	<b>Per/week</b>
01-Mar-08	\$1527.15	\$134.71	\$1661.86	\$86,416.72
01-Mar-09	\$1588.24	\$140.10	\$1728.34	\$89,873.68
01-Mar-10	\$16551.77	\$145.70	\$1797.47	\$93,468.44

**TABLE 2 - OTHER RATES AND ALLOWANCES**

<b>Item No</b>	<b>Brief Description</b>	<b>Amount \$</b>
1	Leading hand's allowance	60.00 per week
2	Reimbursement for prescription sunglasses	100.00 per pair limited to 1 pair in any 12 month period
3	Travel between sites using own vehicle as directed.	12.00 per transit from site to site
4	Telephone rental (permanents only)	11.00 per person per month
5	Telephone usage (permanents only)	22.00 per person per month
6	Delegates telephone (extra)	11.00 per month
7	Victualling money (per trip)	\$33.00