

SVITZER

SVITZER NSW Bunkering Employees Agreement 2009

INTRODUCTION

This Agreement will be known as the “*SVITZER NSW Bunkering Employees Agreement 2009*”

The Agreement applies to and binds:

SVITZER Australia Pty Limited;

The Australian Maritime Officers Union;

The Maritime Union of Australia; and

All crew engaged to work on the bunker barge ‘Esar Sydney’ who are either members of the above Union(s) or eligible to become a member of the above Union(s) who fall under the coverage of the “Motor Boats & Small Tug Award (NSW)”.

This Agreement shall come into force from date of Certification and shall have a nominal expiry date of December 31, 2009.

All wage and allowance outcomes in the agreement shall be applicable from the first pay period on or after January 1, 2009.

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1. DEFINITIONS

- 1.1. "Bunker Barge" is self propelled or non self-propelled vessel, which is normally used in the carriage of bulk liquid cargoes for the purpose of bunkering.
- 1.2. "Casual" or "Casual Employee" means an employee who is engaged and paid as such for a definite period.
- 1.3. "General Purpose Hand" means any person assisting on or about a Bunker Barge including any person engaged in the mooring and unmooring of such vessel.
- 1.4. "Jurisdiction of the NSW Maritime" shall mean the navigable waters lying within one nautical league of the coast and inland navigable waters of New South Wales.
- 1.5. "Master", in relation to a vessel, is the person who for the time being has the command, charge or management of the vessel.
- 1.6. "MED I" shall have the same meaning as in the *Commercial Vessels Act 1979*.
- 1.7. "Union" means the Australian Maritime Officer Union and the Maritime Union of Australia.

2. HOURS

- 2.1. The ordinary hours of work on the Bunker Barge shall be worked between the hours of 0700 and 1517 Monday to Friday inclusive, but shall not exceed 7 hours and 47 minutes per day without the payment of overtime.

3. RATIONALISATION OF HOURS

- 3.1. Provided all duties and maintenance have been completed, an employee shall be permitted to depart his vessel at 1200 hours on any day on which no further orders have been scheduled. Employees agree to phone in at 1500 hours to confirm whether or not there are any further orders for that day.

4. REDUNDANCY

- 4.1. Redundancy occurs when the company determines that a particular position is surplus to requirements.
- 4.2. Where the company makes a decision that a position is redundant, it will first advise the employees and the union as to the number of employees who are surplus to requirements.
- 4.3. In the event that a redundancy situation arises, redundancies will be applied by seeking expressions of interest in redundancy. If Insufficient expressions of interest are received, employees in adjacent ports, may at the company's discretion, be offered voluntary redundancy as a means to avoid compulsory redundancies. In this circumstance, employees in the location where the redundancies occur will, as a prerequisite agree to transfer, this will be discussed with the union.
- 4.4. If there remains insufficient expressions of interest in voluntary redundancies, the company will effect redundancies on a last on first off basis in the port where the reduction in numbers is required.

- 4.5. The redundancy severance payment will be calculated by adoption the of the following formula:

Period of Continuous Service	Payment Per Year of Service
0 – 15 (inclusive)	4 weeks
16 – 22 (inclusive)	3 weeks

- 4.6. The maximum payment shall be capped at 78 weeks pay
- 4.7. The redundancy severance payment will be paid at the employees Base Salary plus fixed allowances as set out in clause 35.

5. TERMINATION

- 5.1. In order to terminate the employment of a permanent employee, SVITZER must give the employee the following written notice:

Period of Continuous Service	Period of Notice
Less than 1 year	1 week
1 year and less than 3 years	2 weeks
3 years and less than 5 years	3 weeks
More than 5 years	4 weeks

- 5.2. Employees aged over 45 years of age at the time of the giving of notice with not less than two years of continuous service, shall be entitled to an additional weeks notice.
- 5.3. Payment or part payment in lieu of notice may be made
- 5.4. Despite the provisions of this clause, the company may terminate the employment of an employee without notice, or payment in lieu of notice, for any reason that justifies instant dismissal.
- 5.5. The employment of a casual employee terminates at the end of each period of duty.
- 5.6. An employee may terminate his or her employment by giving the company 2 weeks notice in writing. If an employee fails to give the required notice, the company may withhold moneys due to the employee up to a maximum 2 weeks salary.

6. MEAL INTERVALS

- 6.1. Day Workers
- 6.2. Day workers shall be allowed a meal interval of not less than 30 minutes nor more than 60 minutes after not more than 5 hours after commencing time or as may be agreed upon between the Union and SVITZER, provided that where an employee commences work before 7am and is not able to take such meal intervals, the employee should be allowed a crib break of 20 minutes which shall be counted as time worked.

- 6.3. Working during meal intervals shall be avoided as far as possible. If SVITZER requires work to continue during recognised meal intervals, the employee shall be paid at a rate of half an hour at double time and also one and a half at ordinary time. Any fraction of an hour less than 30 minutes worked during a meal interval shall be paid for as half an hour and any fraction of an hour in excess of 30 minutes so worked shall be paid for as a full hour.
- 6.4. The time worked in accordance with clause 7.2 shall not be taken into account in calculating ordinary time or overtime and the pay shall be in addition to the weekly wage.

7. WAGES - PERMANENT EMPLOYEES

- 7.1. The minimum rates of pay for any classification shall, subject to the other provisions of this Agreement be the weekly rates as set clause 35.
- 7.2. An employee engaged for duties carrying higher rates of pay than the normal classification shall be paid the higher rate for such day.
- 7.3. Where in any overtime period an employee is engaged on duties carrying a higher rate than that applicable ordinarily to them, the employee shall be paid the higher of such rates for the whole of that overtime period.

8. WAGES - CASUAL EMPLOYEES

- 8.1. Casual Employees shall be paid at the rate of ordinary time plus 25% per hour for all work done within the ordinary hours prescribed in this Agreement. For all work done outside such ordinary hours, a Casual Employee will be paid at the applicable penalty rate as prescribed in clause 12 plus 25% in each instance.
- 8.2. The minimum period of engagement of a casual employee shall be four hours.

9. RELIEF ARRANGMENTS

- 9.1. On days when a crew member is absent, for reasons of sickness, injury or rostered day off, a relief shall not be engaged except on those days when cargo is required to be carried or the ongoing maintenance program of the vessel requires such a relief.
- 9.2. If a crewmember rings in sick, the vessel will continue to load the product until a casual employee replaces the absent employee.
- 9.3. In the case when the Bunker Barge is bunkering, a ship and a crew member goes sick or on workers compensation, subject to operational needs, the job will continue until a casual employee can be put on board the bunker barge.
- 9.4. A General Purpose Hand who is appropriately qualified may relieve in an Officers role, provided the General Purpose Hand who relieves in a higher classification, has their position covered by a casual employee.

10. SYDNEY VOYAGES

- 10.1. When the bunkering barge *'Esar Sydney'* transits between Port Botany and Port Jackson, all Crewmembers shall be paid a minimum payment of one days pay as provided in clause 2, plus the special sea allowance of as set out clause 35.2, provided that any time worked in excess of the ordinary hours prescribed in clause 2 shall be paid at the

appropriate overtime rate. In addition to usual meal allowances, an employee shall be paid victualling each day as set out in clause 35.2.

10.2. As annual salary increases by percentage, so do sea allowance and victualling.

11. OVERTIME

11.1. An employee may be required to work overtime at overtime rates and such employees shall work a reasonable amount of overtime in accordance with such requirements.

11.2. Overtime worked prior to the commencement of an Employees normal working day (as prescribed in clause 2) shall be paid at the rate of time and a half for the first two hours and double time thereafter as similarly Saturdays.

11.3. Overtime worked following the conclusion of an Employees normal working day (as prescribed in clause 2) shall be paid at the rate of double time thereafter as similarly Sundays.

11.4. An employee required to resume duty otherwise than in a consecutive extension before or after ordinary hours of duty for the day shall be entitled to a minimum payment as for six hours at the appropriate overtime rate.

12. SATURDAYS SUNDAYS AND PUBLIC HOLIDAYS

12.1. An employee required to work on a Saturday shall be paid at the rate of time and a half for the first two hours and double time thereafter, with a minimum payment as for six hours.

12.2. An employee required to work on a Sunday shall be paid at the rate of double time, with a minimum payment as for six hours.

12.3. An employee required to work on any day of the holidays prescribed in clause 14.1, shall be paid at the rate of treble time, with a minimum payment as for six hours.

13. BUNKER BARGES - CANCELLATION OF OVERTIME

13.1. Normal practice is that the Operations Manager gives orders by 1500hrs Tuesday to Friday and 1500hrs Friday for weekend and Monday work and also Public Holiday work.

13.2. If on a weekend, recognised holiday (as prescribed in clause 14) or the subsequent day thereafter, work orders are amended due to a change in shipping, at least 24 hours notice is to be given. Should 24 hours notice not be given, then the initial start time will be recognised for the purpose of a cancellation claim.

14. PUBLIC HOLIDAYS

14.1. Employees should be entitled to the following public holidays without deduction of pay:

- i. New Years Day
- ii. Australia Day
- iii. Anzac Day
- iv. Good Friday

- v. Easter Saturday
- vi. Easter Monday
- vii. Queen's Birthday
- viii. Labour Day
- ix. Christmas Day
- x. Boxing Day
- xi. Bank Holiday
- xii. Picnic Day (Easter Tuesday)

- 14.2. When Christmas Day is a Saturday or a Sunday, a holiday in lieu thereof shall be observed on 27th December.
- 14.3. When Boxing Day is a Saturday or a Sunday, a holiday in lieu thereof shall be observed on 28th December.
- 14.4. When New Years Day or Australia Day is a Saturday or a Sunday, a holiday in lieu thereof shall be observed on the next Monday.
- 14.5. When the government declares, prescribes, or gazettes a public holiday on days other than those set out in clause 14.1, those days shall constitute additional holidays for the purpose of this Agreement.

15. TRAVELLING ARRANGEMENTS

- 15.1. An employee who is dependent on a public conveyance when going to or returning from his work and is required to work overtime commencing or finishing between 11:00pm and 6:00am, both times inclusive, shall be provided with conveyance by SVITZER, provided that the usual means of transport are not available or if such transport is not provided the employee shall be allowed travelling time to the extent of one hour each way at the prevailing rates

16. MEAL ALLOWANCE

- 16.1. Where an employee is required to remain on duty for one and a half hours or more prior to the usual starting time, or after the usual ceasing time, on any day, the employee shall be provided either with a suitable meal by SVITZER or receive a meal allowance of an amount set out in this Agreement for the first meal and the same amount again for each subsequent 4 hours' work.
- 16.2. An employee required to work for 4 and each subsequent 4 hours on a Saturday, Sunday or holiday shall either be provided with a suitable meal by SVITZER or be paid a meal allowance

17. ANNUAL LEAVE & LONG SERVICE LEAVE

- 17.1. Every employee shall, at the end of each year of service with SVITZER, become entitled to an annual holiday of five weeks on ordinary pay. Any public holiday occurring during

the period of leave shall be added to the period five weeks. The five weeks of ordinary pay will be inclusive of fixed allowances as set out in clause 35.

- 17.2. Permanent employees when proceeding on annual leave shall receive an additional 25% of the base rate of pay for the period of leave
- 17.3. Where an employee has been employed for period longer than 12 months and has had his or her employment terminated by SVITZER for a cause other than misconduct and at the time of the termination has not been given and has not taken the whole of an annual holiday to which the employee is entitled, the employee shall be paid a loading calculated in accordance with clause for the period not taken.
- 17.4. The provisions of the NSW Long Service Leave Act shall apply in respect of the long service leave entitlements for employees.

18. SICK LEAVE

- 18.1. An employee who has served continuously With SVITZER for not less than 13 weeks and who is unable to attend for duty during ordinary work hours for reasons of personal illness or personal incapacity not due to the employee's own serious and wilful misconduct, shall be entitled to be paid at ordinary-time rates of pay for the time of such non-attendance, subject to the following:
 - a. The employee shall not be entitled to be paid leave of absence for any period in respect of which the employee is entitled to worker' compensation.
 - b. SVITZER shall not be entitled in any respect of any year of continuous employment to sick pay for more than ten days, provided that an employee with 12 months or more service shall be entitled to an additional ten days sick leave per annum. Any period of paid sick leave allowed by SVITZER to an employee in any such year shall be deducted from the period of sick leave, which may be allowed or may be carried forward under this Agreement in respect of such year
 - c. The rights under this clause shall accumulate from year to year as long as the employee's employment continues with SVITZER, so that any part of ten days which has not been allowed in any year may be claimed by the employee and allowed by SVITZER, subject to the conditions prescribed by this clause, in a subsequent year of such continued employment and shall be fully accumulative for each year of service

19. COMPASSIONATE LEAVE

- 19.1. An employee shall be entitled to a maximum of three days consecutive leave without deduction of pay, as follows:
 - a. On the death within Australia of the employees spouse, de-facto spouse, bona fide domestic partner, mother, father, brother, sister, child, stepchild, mother-in-law, father-in-law, grandfather, grandmother, grandchild.

- b. On an occasion when an employee travels overseas in connection with a death outside Australia of one of the relatives specified in above provided that:
 - i. The employee gives notice of intention to take such leave as soon as reasonably practicably after the death of such relative.
 - ii. The employee produces satisfactory evidence of proof of death of such relative.
 - iii. The entitlement will not apply during any period of leave

20. CARER'S LEAVE

- 20.1. A full time employee shall be entitled to use any current or accrued sick leave for the care of an immediate family or household member who is ill and needs the employees care and support.
- 20.2. Carer's leave may be taken as part of a single day.
- 20.3. Carer's leave does not accrue from year to year.
- 20.4. The entitlement to carer's leave is subject to the employee being responsible for the care of the person concerned.
- 20.5. Personal/carer's leave will be granted provided that where practicable the employee gives as much advance notice as possible in the circumstances and in any event not later than 24 hours notice from the commencement of the absence. The notice must include:
 - i. The name of the person requiring care.
 - ii. The relationship to the employee.
 - iii. The reason for taking the leave.
 - iv. The estimated length of the absence.
- 20.6. The employee shall if required, provide suitable evidence to verify the illness of the person concerned and that the illness is such as to require care by another person.
- 20.7. Where an employee has exhausted all accrued sick leave entitlements and with the consent of the company an employee may take unpaid leave for the purpose of providing care to an immediate family or household member who is suffering a continuing long-term illness.
- 20.8. An employee is not entitled to carer's leave in respect of a period in which another person has taken leave to be the carer of the same person
- 20.9. The term "immediate family" means spouse (including a former spouse, a de facto spouse, a bona fide domestic partner and former de facto spouse) of the employee and a child or adult child (including an adopted child, stepchild or an ex nuptial child) and parent, grandparent, grandchild or sibling of the employee or spouse of the employee.

21. ROSTERED DAYS OFF

- 21.1. An employee will be entitled to a rostered day off once every second Monday in recognition of a reduced meal break of 30 minutes and ordinary hours as prescribed in clause 2 being extended by 17 minutes.
- 21.2. An employee may elect, with the consent of SVITZER, to take a rostered day off at any time.
- 21.3. A rostered day off shall be taken at a time convenient to the operational requirements of the barge and shall be taken at a time suitable to the employee.

22. ACCIDENT MAKE UP PAY

- 22.1. 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, SVITZER will make up the difference between the weekly amount of compensation payable to an employee and the weekly wage, for a total period of 52 weeks.
- 22.2. Where an employee receives accident pay and such pay is payable for incapacity for part of a week the amount shall be a direct pro-rata.
- 22.3. For the purposes of this clause, injury shall be given the same meaning and application as applying under the Act and no injury shall result in the application of accident pay unless an entitlement exists under the Act.
- 22.4. Workers' Compensation Act means the *Workers' Compensation Act 1987* as amended from time to time of the State of New South Wales
- 22.5. In the case of the termination by an employer of an employee who is incapacitated and who except for such termination would be entitled to accident pay, accident pay shall continue to apply subject to the provisions of this clause except in those cases where:
 - i. The termination is due to serious and/or wilful misconduct on the part of the employee; or
 - ii. The termination is a consequence of redundancy and redundancy pay has been paid in accordance with this Agreement.
- 22.6. In order to qualify for the continuance of accident pay on termination, an employee shall if required provide evidence to their employer of the continuing payment of weekly workers' compensation payments.
- 22.7. Accident pay shall not apply in respect of any injury during the first five normal days of incapacity.
- 22.8. An employee on engagement may be required to declare all workers' compensation claims made in the previous five years and in the event of false or inaccurate information being deliberately and knowingly declared SVITZER may require the employee to forfeit their entitlement to accident pay under this clause.
- 22.9. SVITZER shall be liable to pay accident pay as defined herein during the incapacity of the employee, within the meaning of the Act, until such incapacity ceases or until the

expiration of a period of 52 weeks from the date of injury, whichever event shall first occur Provided that where the employee recovers damages from a 3rd party in respect of the injury, the employee is to reimburse SVITZER the amount of accident pay paid. up to the value of the damages awarded.

- 22.10. An employee shall not be entitled to payment of accident pay in respect of any period of other paid leave of absence.
- 22.11. An employee upon receiving an injury for which he/she claims to be entitled to receive accident pay shall give notice in writing of the injury to SVITZER as soon as reasonably practicable after the injury.
- 22.12. Medical examination
 - 22.12.1. In order to receive entitlement to accident pay an employee shall conform to the requirements of the Act as to medical examination.
 - 22.12.2. Further, the employee will participate actively in any rehabilitation program designed, and attend for any supplementary medical examinations as required by the rehabilitation co-ordinator.
 - 22.12.3. Where in accordance with the Act a medical referee gives a certificate as to the condition of the employee and his fitness for work or specified work for which the employee is fit and such work is made available by SVITZER and refused by the employee or the employee fails to commence the work, accident pay shall cease from the date of such refusal or failure to commence the work.
- 22.13. Where there is redemption of weekly compensation payments under the Act SVITZER's liability to pay accident pay shall cease as from the date of such redemption.
- 22.14. All rights to accident pay shall cease on the death of an employee.

23. PROTECTIVE AND INDUSTRIAL CLOTHING

- 23.1. A clothing voucher for industrial clothing to the value of \$353.60 will be given during June each year for the purchase of work clothing. In addition the company will supply each year:
 - i. Overalls Lightweight or full cotton 3 Pairs
 - ii. Safety Work Boots
 - iii. Castro Jacket (every two years)
 - iv. Wet Weather Jacket
 - v. Wet Weather Pants
 - vi. Sea Boots
 - vii. Hard Hat
 - viii. Sunglasses
 - ix. Safety Glasses

- x. Gloves
- xi. Ear Muffs
- xii. Sun Screen
- xiii. Insect Repellent

23.2. Provided that, during the life of this Agreement, SVITZER may elect to introduce a standard uniform for its employees. In that event additional clothing will be provided in lieu of the amount specified at clause 23.1.

24. COMPENSATION FOR PERSONAL EFFECTS

24.1. If, in the course of employment, an employee should sustain damage to or loss at personal effects by fire, explosion, foundering, shipwreck, collision, stranding or accident and where such damage was not caused by the employee's own wilful neglect or fault or where such articles are lost through breaking and entering while securely stored at SVITZER's direction in a room or building on SVITZER's premises, vessel or work shop, SVITZER shall compensate the employee to the extent of the damage or loss to a maximum of any amount of \$2000 limited to \$750 for an individual item

25. PROTECTION FROM GLARE

25.1. SVITZER shall provide each employee required to man a vessel not fitted with efficient devices for the protection of such employee from glare with suitable sunglasses, free of cost.

25.2. SVITZER upon satisfactory evidence shall replace sunglasses so provided that the loss, damage or destruction of the glasses was not caused by the negligence of the employee.

25.3. Employees may elect to receive clip-ons for their own spectacles in lieu of such sunglasses

26. AVOIDANCE OF PHYSICAL EXHAUSTION

26.1. SVITZER will use its utmost endeavours not to require employees to work more than 16 consecutive hours to assist in avoiding physical exhaustion. However, if due to operational constraints employees do work beyond 16 hours, the employees shall continue to work on the understanding that SVITZER will complete the job being undertaken as soon as possible and will not require those employees to commence subsequent jobs until a 10 hour break is given.

26.2. Should an Employee work at the request of SVITZER after they have been on duty continuously, including meal breaks for more than 16 hours from when they arrived on site, the Employee shall be entitled to be paid at the rate of double time for the period of such duty in addition to any other payment due to the Employee until such time as 10 hours respite from duty commences

26.3. If work exceeding 16 hours becomes a frequent occurrence (ie more than four times in a month in two consecutive months) discussion will take place on how to adequately address fatigue management.

- 26.4. Attendance on weekends and public holidays will only be required for bunkering operations and/or urgent maintenance work.
- 26.5. Employees shall receive their full weekly rate notwithstanding any rest period occurring within ordinary working hours.

27. SUPERANNUATION

27.1. From the date of approval of this Agreement, SVITZER will make superannuation contributions to Seafarers Retirement Fund, or its replacement, on behalf of the employees as follows:

- i. **Officers:** 13% of \$74,000* annually, paid in monthly instalments.
- ii. **All other employees:** 13% of the benchmark salary as set by Maritime Super from time to time

** The \$74,000 nominal salary for Officers is to be adjusted at the same time and in the same manner as the Maritime Super benchmark salary is adjusted.*

27.2. Where, as a consequence of "Choice of Fund" superannuation legislation the employee elects to have their superannuation contributions directed to a fund other than Maritime Super, SVITZER will make contributions at a level sufficient to meet its legal obligations under Superannuation Guarantee legislation only (currently 9%).

28. DISPUTE SETTLEMENT PROCEDURE

28.1. The procedure for the resolution of grievances and industrial disputation concerning matters arising under this award shall be in accordance with the following procedural steps:

28.1.1. *Procedure relating to a grievance of an individual employee:*

- i. The employee shall notify (in writing or otherwise) SVITZER as to the substance of the grievance, request a meeting with SVITZER for bilateral discussions and state the remedy sought
- ii. Initially grievances are dealt with as close to its source as possible, with graduated steps for further discussion and resolution at higher levels of authority.
- iii. Reasonable time limits must be allowed for discussion at each level of authority.
- iv. At the conclusion of the discussion, SVITZER must provide a response to the employee's grievance, if the matter has not been resolved, including reasons for not implementing any proposed remedy.
- v. While a procedure is being followed, normal work must continue. No party shall be prejudiced as to the final

settlement by the continuation of work in accordance with this subclause.

- vi. SVITZER may be represented by an industrial organisation of employers and the employee may be represented by an industrial organisation of employees for the purpose of each procedure.

28.1.2. Procedure for a dispute between an employer and the employees:

- i. A question, dispute or difficulty must initially be dealt with as close to its source as possible, with graduated steps for further discussion and resolution at higher levels of authority.
- ii. Reasonable time limits must be allowed for discussion at each level of authority.
- iii. While a procedure is being followed, normal work must continue. No party shall be prejudiced as to the final settlement by the continuation of work in accordance with this subclause.
- iv. SVITZER may be represented by an industrial organisation of employers and the employees may be represented by an industrial organisation of employees for the purpose of each procedure. If the above procedures do not resolve the matter in dispute, either party may refer the matter to the Australian Industrial Relations Commission for conciliation and/or arbitration.

29. ANTI-DISCRIMINATION

- 29.1. It is the intention of the parties bound by this Agreement to seek 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.
- 29.2. It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this award the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this award 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 award, which, by its terms or operation, has a direct or indirect discriminatory effect.
- 29.3. The parties recognise that 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.
- 29.4. 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 less than 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*.
- iv. A party to this Agreement from pursuing matters of unlawful discrimination in any state or federal jurisdiction.

29.5. 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.

29.6. The parties note that SVITZER and its employees may also be subject to Commonwealth anti-discrimination legislation

29.7. Section 56(d) of the *Anti-Discrimination Act 1977* provides: Nothing in the Act affects any other act or practice of a body established to propagate religion that conforms to the doctrines of that religion or is necessary to avoid injury to the religious susceptibilities of the adherents of that religion.

30. MANNING

30.1. Existing manning to continue.

31. TRAINING

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

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

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

- i. Employees will be trained so as to ensure that the present and future needs of the company 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; and

31.3. Access to paid training time will be subject to:

- i. The vocational potential of the employee concerned;
- ii. The ability of the employee to comply with the requirements of national or state regulations;

- iii. The availability of positions, which will enable the employee to use the skills to be gained by the training;
- iv. Approval by the company of the course to be attended; and
- v. Where the employee is undertaking the course on the employees 'own initiative', the prior approval of the employees' application.

32. JURY SERVICE

32.1. An employee on weekly hiring required to attend for jury service during their ordinary working hours shall be reimbursed by SVITZER an amount equal to the difference between the amount paid in respect of their attendance for such jury service and the amount of wage they would have received In respect of the ordinary time they would have worked had they not been on jury service The employee shall notify their employer as soon as possible of the date upon which they are required to attend for jury service. The employee shall give their employer proof of their attendance, the duration of such attendance, and the amount received in respect of such jury service.

33. AUTHORISED MEETINGS

33.1. Up to four meetings of employees per year will be allowed without loss of wages, provided that the meetings will not be of more than four hours duration and are arranged so as to avoid disruption to bunkering and necessary maintenance of the barge.

34. RIGHTS AND RESPONSIBILITIES OF EMPLOYEE DELEGATES

34.1. 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.

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

- i. The delegate has the right to fair treatment and to perform their role without discrimination in their employment.
- ii. The delegate has the right to formal recognition by the company and its representatives
- iii. The delegate has the right to consult with workplace staff and management and will be given reasonable access around the workplace to facilitate this, without interruption to the operation and maintenance of the barge and the service to the customer.
- iv. The delegate has the right to reasonable paid time off to participate in approved forums with the company, without interruption to the operation and maintenance of the barge and the service to the customer.
- v. 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 and is related to the delegates duties in relation to the bunkering business unit.

- vi. The delegate has the right to place necessary union information on noticeboards, but not interfere with company information.
- vii. The delegate has the right to take reasonable leave without pay to work with the Union at a time agreed to with the company.

34.3. It is acknowledged by the parties that in carrying out their role workplace delegates 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 cooperatively with the Company to resolve issues.
- iii. Dealing in a professional manner with all employees, regardless of union membership status.
- iv. Adhere to the company's policies and procedures whilst carrying out their role. This includes using equipment made available in a manner consistent with the company's policies on acceptable use of e-mail and Internet, harassment and discrimination.

35. WAGES & ALLOWANCES

35.1. The base weekly wage shall be as follows:

Rank	Weekly Wage	
	Previous EBA	1-Jan-09 (4.75%)
Master	\$998.10	\$1,045.51
Bunker Master	\$981.95	\$1,028.59
Engineer	\$981.95	\$1,028.59
Greaser	\$697.98	\$731.13
General Purpose Hand	\$685.10	\$717.64

35.2. The allowances shall be as follows:

Allowance	Previous EBA	1-Jan-09 (4.75%)
Transport / Location Allowance	\$14.43	\$15.12
Telephone / Laundry Allowance	\$20.47	\$21.44
Petrol Money	\$9.54	\$9.99
Site	\$2.85	\$2.99
Sea Risk	\$112.29	\$117.62
Victualling	\$37.60	\$39.39
Service increment	Service dependent	
Meal Allowance	\$9.54	\$9.99

35.3. The payment frequency of the allowances is as follows:

Allowance	Payment Frequency
Transport / Location Allowance	Fixed allowance per week.
Telephone / Laundry Allowance	Fixed allowance per week.
Petrol Money	Fixed allowance per week.
Service Increment	In addition to the wage rate an employee shall be paid a weekly allowance in accordance with the following scale: \$5.18 on commencement and \$1.53 for each completed year of service up to ten years.
Site	Paid per hours worked inclusive of overtime

35.4. Wages and allowances shall be deposited by electronic funds transfer into a financial institution of the Employee's nomination fortnightly.

36. EXECUTION PAGE

Signed for and on behalf of: SVITZER Australia Pty Ltd

Signed: _____

Name of signatory: _____

Date: _____

Witness signature: _____

Name of witness: _____

Signed for and on behalf of: Maritime Union of Australia

Signed: _____

Name of signatory: _____

Date: _____

Witness signature: _____

Name of witness: _____

Signed for and on behalf of: Australian Maritime Officers Union

Signed: _____

Name of signatory: _____

Date: _____

Witness signature: _____

Name of witness: _____