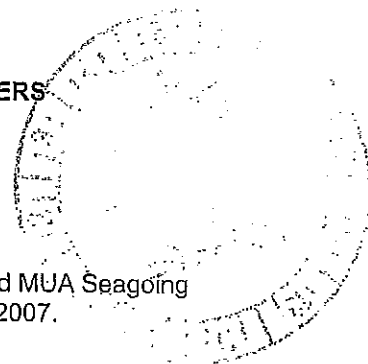


**TT-LINE COMPANY PTY LTD
MUA SEAGOING EMPLOYEES & IN-PORT WORKERS
ENTERPRISE BASED AGREEMENT 2007**



1 TITLE

The Agreement shall be known as the TT-Line Company Pty Ltd MUA Seagoing Employees and In Port Workers, Enterprise Based Agreement 2007.

2 ARRANGEMENT

The Agreement is arranged as follows

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3 SCOPE AND PARTIES BOUND

The parties to the Agreement ("Parties") are:

- (a) TT-Line Company Pty Ltd ("TT-Line")
Of The Esplanade, East Devonport, Tasmania; ("Employer")
- (b) The Maritime Union of Australia
Of Level 2 , 365-375 Sussex Street, Sydney, NSW ("Union")
- (c) All Cooks, Stewards, Medical Attendants, Integrated
Ratings, Shipboard Security, and TT-Line In Port Workers
employed by TT-Line Company Pty Ltd ("Employees")

4 TERM OF AGREEMENT

This Agreement shall operate for a three year period from 11 June 2007 and applies to terms and conditions of employment for Cooks, Stewards, Medical Attendants, TT-Line In Port Workers, Integrated Ratings and Shipboard Security employed on or in relation to Spirit of Tasmania I, Spirit of Tasmania II and any other vessel(s) the Company may own or operate. Negotiations to replace this Agreement shall begin at least six (6) months prior to the nominated expiry date.

5 RELATIONSHIP WITH AWARD

The Parties acknowledge that this agreement is to be read in conjunction with the Maritime Industry Seagoing Award 1999 as amended and the Maritime Industry (Seamen, Cooks and Stewards) Long Service Leave Award 1995. The provisions of this Agreement will prevail to the extent of any inconsistency with the provisions of the Award.

6 OBJECTIVES OF AGREEMENT

6.1 The objectives of this Agreement are:

6.1.1 To establish a profitable and enduring enterprise through the efficient and effective provision of high quality services for the benefit of TT-Line customers, the Company's shareholders and employees.

6.1.2 To develop a workforce with the skills necessary for TT-Line to provide these services on a consistent basis;

6.1.3 To improve the efficiency and productivity of TT-Line's operations; and

6.1.4 Linking the employment relationship with the realisation of TT-Line's corporate strategy and in particular, achieving the following strategic objectives:

(i) The achievement of excellence in service on all vessels operated by TT-Line.

(ii) Successfully competing with other forms of transportation for the enhancement of Tasmanian tourism;

(iii) The development of international best practice for passenger vessel operations;

(iv) Ensuring the long term viability of the sea link to and from Tasmania; and

(v) Consolidating and expanding the freight business.

6.2 In achieving these objectives, the parties to the Agreement are committed to:

6.2.1 Basing terms and conditions of employment on the specific needs of the enterprise and the Employees.

6.2.2 Ensuring that TT-Line's seagoing based operations promote to the fullest extent possible, excellent customer service, efficiency of operation, use of technology and appropriate work practices;

- 6.2.3 Seeking improvements in safety, work organisation, work environment, quality and other areas which promote the effectiveness of TT-Line's operations;
- 6.2.4 Training Employees to ensure that they achieve their potential within the enterprise and meet its changing needs. Senior onboard management and selected employees will work together in establishing a criteria for in-house training needs for all employees.
- 6.2.5 Undertaking work in a flexible and efficient manner;
- 6.2.6 Developing work relationships between the Parties to promote mutual trust, open communication and co-operation;
- 6.2.7 Maintaining standards of conduct and attendance which promote safe and efficient operations and provide excellent customer service;
- 6.2.8 Equal opportunity in employment and career advancement by identifying the training and development requirements of individual Employees that meet the needs of TT-Line;

7 PERFORMANCE OF WORK

- 7.1 An Employee will perform such duties as the Company may require and in the manner at the time or times required provided that such requirement is lawful and in accordance with the provisions of this Agreement.
- 7.2 An Employee will only be required to carry out duties which are within an individual's skills, certification, competence, training and applicable legislation. The Navigation Act applies to this clause.
- 7.3 An Employee is not entitled to payment of salary for any period during which a refusal or failure to work as required continues. His/her non-entitlement will be at the hourly rate for each hour or part of an hour that he/she so refuses or fails to work. The hourly rate for the purposes of this clause shall be 1/24th of the appropriate daily rate.

8 TYPES OF EMPLOYMENT

Employees under this Agreement may be employed under one of the following categories

8.1 Permanent Employees

For all purposes of this agreement, a permanent Employee is an Employee not specifically engaged as a permanent part-time Employee or a casual Employee.

8.2 Permanent Part-Time Employees

Permanent Part Time Employees will be selected from the pool of casual Employees. These Employees will be guaranteed sixteen (16) weeks duty in a twelve month period.

8.3 Probationary Period

- 8.3.1 The Employee must be advised in advance that the employment is probationary and the duration of the probation is three months (excluding periods of leave).
- 8.3.2 Probationary employment forms part of an Employee's period of continuous service for all purposes of this agreement.
- 8.3.3 A probationary Employee is an Employee who is engaged or employed for a probationary period for the purpose of determining the Employee's suitability for continued employment.

8.4 Casual Employees

A casual Employee is an Employee specifically engaged as such.

Every effort will be made for an equitable distribution of work for all employees.

8.5 Relief Integrated Rating Employees

A relief employee is a person relieving in a permanent position.

8.6 In Port Workers

An In Port worker is an employee who performs functions in the Hotel Services area when a vessel is in port.

8.7 Transitional Interim Stewards & Cooks Permanent Part Time Employees

- 8.7.1 All employees who commenced employment with TT-Line prior to 1 July 2007 will progress to permanent Level 6 steward rate or permanent Level 4 cook rate by July 2010. This is on the condition that the employee is available on a regular basis.
- 8.7.2 Any present casual employee who commenced prior to 1 July 2007 and is not successful in obtaining a PPT position will progress to the non permanent top levels as they work the time. This will not necessarily be by July 2010.
- 8.7.3 Expressions of interest will be sought from all casual employees and if necessary, interviews conducted. A guarantee of sixteen (16) weeks work per annum will be given from the first day of duty in that position.
- 8.7.4 The leave accrual will be 1.166.
- 8.7.5 Permanent Part Time employees will be provided with a roster. Employees must be available to work for a minimum of ten (10) weeks between the period 15 December to 14 May.
- 8.7.6 Employees must be available for work between the block of Christmas/New Year and Easter double sailings that are determined on an annual basis (eg 19 December 2008 to 6 January 2009). These are mandatory weeks.
- 8.7.7 Refusal of two offers of employment over a fourteen day period from the first rejection during the period 15 December to 14 May will result in the loss of the transitional PPT position.

- 8.7.8 An employee who takes periods of time off without pay cannot expect to be guaranteed sixteen weeks work in a twelve month period.
- 8.7.9 All permanent and permanent part time employees can access up to 12 months unpaid leave upon agreement between the parties.
- 8.7.10 Permanent part time employees will be entitled to pro rata sick leave, long service leave and maternity/paternity leave.

9 MANNING SCALE

- 9.1 (i) *Spirit of Tasmania I* and *Spirit of Tasmania II* Hotel Services' complement is 21 stewards and 7 cooks. This does not include the members of the hotel services onboard management team.
 - (ii) Four additional stewards will be employed between 15 December and 14 April.
 - (iii) During the period 15 April to 14 December, an additional two stewards will be employed when passenger numbers exceed 450. This will be reviewed in consultation with the works council within six months of the commencement of the agreement. Pre-determined terms of reference will be agreed to between the parties prior to the review.
 - (iv) During double sailings when passenger numbers exceed 900 for a day time crossing, one additional cook will be employed or if unavailable a suitably trained steward.
 - (v) The Parties will establish a suitable standby arrangement to cover clause 9.1 (iii and iv).
 - (vi) TT-Line will continue to employ 2 Security Officers on each of the two vessels.
 - (vii) One Medical Attendant will be employed on each of the two vessels.
- 9.2 The parties to this agreement acknowledge that the Integrated Rating operational manning is 1 Chief Integrated Rating (CIR) and 12 Integrated Ratings (IRs).

However, the parties agree that in recognition of the Company's training needs and the shortage of Integrated Ratings, the following shall apply for the duration of this agreement.

Manning for Integrated Ratings on *Spirit of Tasmania I* and *Spirit of Tasmania II* will be one (1) Chief Integrated Rating and eleven (11) Integrated Ratings.

- 9.2.1 Two Trainee Integrated Ratings (TIRs) will be employed on each vessel.
- 9.2.2 On occasions when there are not two (2) TIRs onboard the vessel who can stand a Bridge and Engine Room Watch, a Relief(s) Integrated Rating will be engaged.
- 9.2.3 In the event that no Integrated Ratings are available, shorthand money will be paid for each day the vessel is shorthanded.

- 9.2.4 The Company agrees that there will be no less than two (2) TIRs at each of the two scheduled training courses each year at the AMC.

Accommodation availability will be taken into account when determining the number of additional TIRs.

- 9.3 In respect to Hotel Service operations, the Manager Hotel Services has a responsibility to ensure that sufficient numbers of employees are engaged to meet passenger demand and take into account Occupational Health & Safety matters such as breaks. This will be reviewed as part of the works council when required.
- 9.4 During non rostered periods PPT employees will receive preferential offers of work prior to casuals.

10 NOTICE OF TERMINATION OF EMPLOYMENT

Termination of employment, either by TT-Line or an Employee, is as per the Maritime Industry Seagoing Award 1999 and Workplace Relations Act 1996.

11 CAREER PATH AND VOCATIONAL TRAINING

- 11.1 TT-Line is committed to providing training both in respect to Customer Service Skills and Legislative requirements for all Employees.

All departments will be provided with career path and vocational training as agreed between the parties. Discussions will be held between the relevant Departmental Senior Managers and employee representatives by no later than 1 June 2008. These results will be reported back to the Works Council.

- 11.2 Employees may be required to attend TT-Line training courses for up to four (4) days per calendar year that do not attract payment, with the exception of incurred expense, inclusive of travel. A casual cook/steward who is required to attend a boat drill when not on duty can utilise a training day.
- 11.3 To underline the importance the Company places on up-skilling its workforce fifteen one thousand five hundred dollars (\$1,500.00) training sponsorships per calendar year will be made available. Applicants will be required to submit a program/course outline to the National Manager Industrial Relations & Human Resources, who, prior to approval or otherwise will discuss the proposal with the relevant Senior Manager. These arrangements will be accumulated during the life of this agreement only.
- 11.4 Employees will be selected from all sections covered by this agreement to undertake Workplace Assessment Certificate IV training. This will assist with the training of new employees and the formulation of career path training for present employees. The parties will identify and agree to a work related training matrix.

12 POSITIONS VACANT

- 12.1 TT-Line will ensure that all positions are filled on the basis of length of service, skills and are merit based on the Company's recruitment and selection process. All vacancies shall be filled within three (3) swings, twelve (12) weeks.

12.2 All promotions will be confirmed in a letter setting out the new position, effective date, and terms and conditions of employment. This letter will be received within seven (7) days of the appointment.

12.3 **Recruitment Process**

OBJECTIVE

The objective of this policy is to ensure that the appropriate standards and procedures are adhered to in the recruitment process.

COVERAGE

This policy covers all vacancies for which it is deemed necessary by management to advertise. Appointments that require Board involvement/approval are not subject to this policy.

BASIS OF RECRUITMENT

Recruitment of TT-Line personnel will be based on merit and qualifications without discrimination or favouritism.

INTERNAL / EXTERNAL APPLICATIONS

Vacancies will be filled, by employing the applicant best qualified for the position.

PROCESS

Senior Department Managers must advise the Industrial Relations and Human Resources (IR/HR) Department of vacancy requirements.

A Manager wishing to hire additional staff must have signed approval from the Chief Executive.

ADVERTISING

All advertisements, other than those dealt with by external employment consultants will be placed by the IR /HR Department and will comply with a standard company format.

All positions are to be advertised internally via the intranet, pay slips and notice boards on vessels.

TIME FRAMES

The closing date for internal applications will be, where possible, a minimum of two weeks.

External advertising, if required, may take place at the same time.

RECORDS

The IR/HR Department will compile all resumes and maintain a file on the position and the recruitment process. Records to be kept are:

- Recruitment Approval or Request
- Job Description
- Interview Process
- Score Sheets/Notes
- Names of Interview Panel members
- Successful/Unsuccessful Letters
- Information Sheets

Recruitment information of all TT-Line employees will be stored on the Human Resource information system. The information will provide Managers with the following:

- Training Programs Completed
- Previous Positions Held
- Qualifications
- Salary Details
- Letters of Commendation
- Poor Performance Reports
- Disciplinary Action

INTERVIEWS

The Departmental Manager with the assistance of an IR/HR representative will short list applications for interviews.

Where possible the interview panel should be made up of three staff members, two members from the department requesting recruitment and one IR/HR representative.

At the Department Managers request a non TT-Line employee may be a member of the interview panel.

The IR/HR Representative will record the interview process and ensure Company interview practices are adhered to.

All interviews will be assessed on job criteria, and TT-Line's standard interview performance forms are to be used.

EMPLOYMENT OFFER

The Interview Panel will make a written recommendation to the relevant Department Head.

IR/HR personnel will forward a formal letter of appointment to the successful applicant.

All information directly relating to the recruitment process and the subsequent appointment of an applicant should be retained.

COUNSELLING

All unsuccessful applicants will be advised in writing.

Counselling will be provided to internal applicants at their request or at the Manager's discretion. When counselling the employee, the Manager must consider the relevant Awards and Acts, which refer to employment.

The employer may use a range of recruitment methods in selection of Ratings. In identifying suitable candidates for a position, the employer will in the first instance utilise the Employment Assistance Scheme (EAS).

13 SALARIES – INCREMENTAL/LEVEL ADJUSTMENTS

- 13.1 All salaries will be increased by 7% on and from the first full pay period after 11 June 2007, 4% July 2008 and 4% July 2009.
- 13.2 The daily victualling allowance for employees required to be accommodated ashore will be \$35.00 for the evening sailing (night shift) and \$24.00 for day sailings and increased by the salary increments. These figures will be rounded to the highest dollar and are to be increased by 4% in July 2008 and 4% in July 2009.

STEWARDS, COOKS, SECURITY & MEDICAL ATTENDANTS

Category	Current Salary	Jul-07 +7%	Jul-08 +4%	Jul-09 +4%
Category B (No further appointments)	60,018	64,219	66,788	69,460
Category A (No further appointments)	64,287	68,787	71,538	74,400
Supervisor	66,038	70,661	73,487	76,427
2 nd Cook (No further appointments)	66,196	70,830	73,663	76,510
Chief Cook	75,712	81,012	84,252	87,622
Ship Security Officer	66,341	70,985	73,824	76,777
Security Officer	62,152	66,503	69,163	71,930
Medical Attendant	66,038	70,661	73,487	76,426

**STEWARDS
PERMANENT**

Level / Length of service (duty and leave)	Current Salary	Jul-07 +7%	Jul-08 +4%	Jul-09 +4%
Level 1 0 weeks – 16 weeks	36,873	39,454	41,082	42,673
Level 2 17 weeks – 12 months	41,792	44,717	46,506	48,386
Level 3 13 months - 24 months	46,707	49,976	51,975	54,054
Level 4 25 months - 30 months	49,165	52,607	54,711	56,899
Level 5 31 months - 36 months	51,623	55,237	57,446	59,740
Level 6 after 36 months (Capped)	53,613	57,366	59,661	62,047

THE ABOVE CATEGORIES 1-5 WILL CEASE TO EXIST AFTER JULY 2010.

**COOKS
PERMANENT**

Level / Length of service (duty and leave)	Current Salary	Jul-07 +7%	Jul-08 +4%	Jul-09 +4%
Level 1 0 months - 12 months	54,082	57,868	60,188	62,590
Level 2 13 months - 24 months	56,539	60,497	62,907	65,734
Level 3 25 months - 30 months	58,999	63,129	65,654	68,280
Level 4 after 30 months (refer to 13.7 below)	61,684 (63,940)	66,416	71,159	73,999

THE ABOVE CATEGORIES 1-3 WILL CEASE TO EXIST AFTER JULY 2010.

**STEWARDS
NON PERMANENT**

Level / Length of service (duty and leave)	Current Salary	Jul-07 +7%	Jul-08 +4%	Jul-09 +4%
Level 1 0 weeks – 16 weeks	38,292	40,972	42,611	44,315
Level 2 17 weeks – 12 months	43,400	46,438	48,298	50,228
Level 3 13 months - 24 months	48,505	51,900	53,976	56,136
Level 4 25 months - 30 months	51,057	54,631	56,816	59,089
Level 5 31 months - 36 months	53,610	57,363	59,668	62,044
Level 6 after 36 months (Capped)	55,676	59,573	61,956	64,434

COOKS

NON PERMANENT

Level / Length of service (duty and leave)	Current Salary	Jul-07 +7%	Jul-08 +4%	Jul-09 +4%
Level 1 0 months - 12 months	56,164	60,095	62,499	64,999
Level 2 13 months - 24 months	58,715	62,825	65,638	67,962
Level 3 25 months - 30 months	61,269	65,558	68,180	70,907
Level 4 after 30 months	64,058	68,542	71,284	74,135

INTEGRATED RATINGS

	Current Salary	Jul-07 +7%	Jul-08 +4%	Jul-09 +4%
Chief Integrated Ratings	75,434	80,714	83,943	87,301
Integrated Ratings	64,287	68,787	71,538	74,400

- 13.5 Relief Integrated Ratings will receive a 10% loading and accrue one day's leave for every day worked.
- 13.6 The salary of Trainee Integrated Ratings (TIRs) will be \$38,000 pa once they have gained their steering ticket and have completed the necessary TAGS book items to be able to stand a Engine Room / Bridge Watch. This figure will be increased by 4% in July 2008 and 4% in July 2009.
- 13.7 Level 4 permanent cook's annual salary will move to \$63,940 plus the EBA agreed increase.
- 13.8 The hourly rate of pay for cooks required to perform in port duties is as follows:
 - \$26.24 per hour ordinary time
- Monday to Friday, 7:00am to 7:00pm
 - \$39.36 time and a half
- Monday to Friday, 7:00pm to Midnight
 - \$52.48 double time
- Monday to Friday, Midnight to 7:00am and
- Saturday, Sunday and Public Holidays
 - \$65.60 on public holidays
- Good Friday, Easter Sunday and Christmas Day

These figures will be increased by 4% in July 2008 and 4% in July 2009.

13.9 Payment of Wages

Payment of wages will be by direct deposit to an Employee's nominated bank or credit union account. An Employee will on commencement of employment nominate a bank or credit union account for the purpose of payment of salary.

- 13.10 The prescribed salary accrued will be paid by TT-Line fortnightly.

13.11 In respect of the days not comprising a complete pay period, payment accrued will be made for each day at the daily rate.

13.12 Payment on Termination

13.12.1 Where an Employee's employment is terminated, the balance of the amount due to the Employee will be remitted to the Employee's nominated bank or credit union account within seven (7) days of the date of termination.

13.12.2 If, through no fault of the Employee, the payment is not made within this time frame the Employer will pay one day's pay at the Employee's daily rate for each twenty four (24) hours that payment is delayed beyond the prescribed time.

13.13. Cash advances will not be paid. Special circumstances on request will be considered by the Manager Personnel. Such requests are to be made in writing and forwarded via the onboard Departmental Head.

14 PASSPORTS/TRAVEL DOCUMENT EXPENSES

An Employee who is required to have and maintain:

- (i) A valid passport
- (ii) Any necessary visas and
- (iii) Necessary vaccinations

Will be reimbursed for all reasonable charges, fees and expenses incurred by the Employee in this respect.

15 LEAVE ACCRUAL / ROSTERS

15.1 All Permanent Employees will work a two (2) crew duty system as will all Permanent Part Time employees when working a standard roster. The leave accrual ratio will be 1.166 which takes rostered and supplementary time into account.

15.2 Specialised staff will be not be penalised in the swing or leave system.

15.3 Employees will not be encouraged to work more than twenty eight (28) days at any one time but it is accepted that there will be occasions when this may take place.

15.4 The swing length for all employees is four (4) weeks. An employee may work two (2) week swings as long as such requests are made by giving one months notice. Vessels must not be left shorthanded or without specialised staff. (Less than 4 weeks may be approved in the case of OHS and compassionate reasons).

15.5 The Company Leave Policy for accrued and long service leave applies to all employees. Special requests can be made to accrue additional leave and this is covered in the policy.

15.6 The Company will ensure that enough trained personnel are available for relief purposes, but at the same time, only limited reliefs will be granted during the peak season, thus avoiding possible crew shortages and/or the employment of excess casual personnel.

16 LEAVE IN ADVANCE

Employees, who are in a leave in advance situation, will be given every opportunity to pay the time back. Failure to do so after reasonable requests, may lead to the Settlement of Disputes Procedure being implemented.

17 SUPERANNUATION

17.1 TT-Line will make available to all Employees, superannuation coverage through the Seafarers' Retirement Fund (SRF).

17.2 Superannuation contributions shall be contributed at 13% by the employer and 5% by the employee and based on the employees' salary as described in clause 13 of this agreement.

Superannuation remittances shall be forwarded to the SRF no later than twenty eight (28) days after the date of deduction.

Contributions will also be made during periods of worker's compensation and all accrued leave, including casuals. In the case of casuals on worker's compensation, superannuation contributions will be paid up until the last day of accrued leave. (For casual employees on worker's compensation, superannuation will only apply to accrued leave).

18 SALARY SACRIFICE

18.1 The arrangement or amount of salary sacrifice will be able to be varied twice per year to nominate or alter contribution or consequently lump sum contribution. Frequency may be varied on compassionate grounds.

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

(a) For the purpose of calculating defined benefit superannuation retirement and/or redundancy benefits the salary will be based on the salary before salary sacrifice.

(b) For the purposes of long service leave entitlement, redundancy and the period of notice on termination of employment, the salary before any salary sacrifice will be used.

(c) In the case of a defined benefit fund any amount over the defined benefit contribution rate will be credited to an accumulation account in the fund member's name.

18.3 Salary sacrifice to the superannuation scheme is on the basis that it remains, cost neutral to the Company. Accordingly if at any time that while an employee's election to salary sacrifice superannuation is in force, there are material changes in taxation or superannuation laws, practices or rulings that materially alter the benefit to the employee or the cost to the Company of acting in accordance with the election, either the employee or the Company, may, upon one (1) months notice in writing, terminate the election.

19 HIGHER DUTIES

Payment will be made to employee's working in a category or level above their normal classification.

20 ADDITIONAL TIME OFF REQUESTS

- 20.1 For non compassionate reasons, additional time off requests will only be approved when it does not result in the employee making the request going into a leave in advance situation and does not leave a vessel short handed or without specialised staff, understanding the need to have sufficient relief staff trained.
- 20.2 Requests must be signed by the Appropriate Departmental Head as proof of sighting same and submitted to the Crewing Office at least fourteen (14) days in advance for authorisation or otherwise.

21 DRY DOCKING

- 21.1 When any of the vessels cease operation for the purpose of a survey, overhaul or docking, TT-Line may require crew to perform work on the vessel in connection with the survey, or Hotel Services areas. Employees shall work in accordance with any such requirement within the provisions of this agreement without limitation or restriction or the Employer may require an Employee to proceed on leave, prior to or during docking.
- 21.2 Provided adequate facilities are available whilst the vessel is in dry dock, an Employee shall be victualled and accommodated on board.
- 21.3 Crew members not required for the dry docking or part thereof and who do not have sufficient leave accruals will be placed in a leave in advance situation.

The Employer will ensure that all Employees are aware of their leave situation prior to a dry docking. Those Employees who go into a leave in advance situation will be subject to the Leave in Advance Clause of this Agreement.

- 21.4 Every effort will be made to reduce the leave in advance situation arising by transferring crew from the vessel to be laid up to one of the other vessels by means of crew who have a credit leave balance taking time off. Ample notice will be given

22 COMPENSATION FOR PERSONAL EFFECTS LOST

- 22.1 If by fire, explosion, foundering, shipwreck, collision or stranding, a crew member should sustain damage to personal effects or equipment, the Employer shall compensate him/her for such damage or loss by a payment equivalent to the value thereof not exceeding four thousand dollars (\$4000.00 and indexed by CPI).
- 22.2 The loss, accidental or theft, of personal effects during the normal operations of a vessel will not be compensated by the Employer. Except in the circumstance that sufficient facilities (i.e.: lockers) are not supplied by the company.
- 22.3 It is the responsibility of all crew members to report to the Master any loss allegedly caused by vandalism or theft.
- 22.4 Reporting to the Master can be made through the respective Departmental Heads.

23 EXPENSES

From time to time, Employees are required to carry out non shipboard duties on behalf of the Employer. In such circumstances, Employees shall be reimbursed any expenses reasonably incurred.

24 EMPLOYEE ABSENT AT TIME OF DEPARTURE

- 24.1 If not on duty at the time, all Employees must be onboard the vessel no later than one (1) hour prior to the gazetted departure time.
- 24.2 Vessels will not be delayed due to an Employee being absent at time of sailing.
- 24.3 The Master may invoke the Code of Conduct for Employees arriving onboard the vessel within one (1) hour of sailing or missing the vessel altogether.
- 24.4 If the Master is prepared to accept an Employee back onboard the vessel at the next Port, it is the responsibility of the Employee to make and pay for his/her own travel.

25 COMPASSIONATE LEAVE

- 25.1 An Employee will be entitled to a maximum of three days' leave, without loss of pay, on each occasion of the death of the Employee's partner, parent, foster parent, parent-in-law, brother, sister, child or stepchild.
- 25.2 An Employee will be entitled to use one day of his or her compassionate leave, without loss of pay, to attend the funeral of a grandparent, uncle or aunt or any other person with whom the Employee shares a close emotional relationship.
- 25.3 An Employee will be entitled to the following leave for the purposes of attending an interstate or international funeral of a relative (as defined in Clause 25.1):
 - (a) 7 days where the funeral is in Australia; or
 - (b) 30 days where the funeral is outside of Australia;

Provided that only 3 days will be paid leave in accordance with Clause 25. 1.
- 25.4 An Employee will be entitled to seek from the Employer discretionary unpaid compassionate leave on each occasion of the death of a friend or relative not included above.
- 25.5 Compassionate Leave requests are to be made to either the Manager Hotel Services or Chief Integrated Rating for Employees who are on duty, and to either the Manager Personnel or Crewing Officer whilst on leave.
- 25.6 Compassionate leave requests will always be dealt with on a sensitive basis, taking into account the nature of individual requests.

26 SALARY CONTINUANCE

The Company provides salary continuance insurance through the SRF as a group membership on advice from an agreed broker.

The Company and the member will continue to make contributions to the SRF in accordance with Clause 17 of this agreement for the duration of the insurance provision.

The Company will keep open the employees position for the duration of the insurance provision.

Non-members of the SRF are not entitled to salary continuance coverage.

27 MEDICAL EXAMINATIONS

- 27.1 If the Company has concerns about an employee's fitness for duty it has the right to request any crew member to attend a medical examination. The medical will be in accordance with clause 27.3.
- 27.2 A crew member may be sent to any medical practitioner the Employer chooses. A crew member has the right to a second opinion for a doctor of their own choice, including their own doctor.
- 27.3 In respect to Australian Maritime Safety Authority medical examinations TT-Line will meet the cost of these providing employees attend one of the five (5) nominated medical centres. These are
- Bridge Street Medical Clinic (Victoria) – 141 Bridge Street, Port Melbourne, 3207
 - Health Services Australia (Victoria) – 5th Floor, 501 Swanston Street, Melbourne, 3000
 - City Medical Centre (Tasmania) – 8 Wenvoe Street, Devonport, 7310
 - Dr Chris Lutrell (Tasmania) – 59 High Street, Launceston, 7250
 - Dr Lite (Sydney/NSW) – HSBC Centre, Paviolion Plaza, Mezzanine Level, 580 George Street, Sydney, NSW, 2000
- 27.4 The medical centres will comprise two (2) in Tasmania , two (2) in Victoria and (1) in New South Wales and arrangements will be made for accounts to be forwarded directly to the company. Should an employee choose to attend a different medical centre then the company will not reimburse the cost of the medical examination.
- 27.5 Employees will be notified of the medical practitioners and these are subject to change with consultation with the Union.

28 UNIFORM POLICY

Uniform entitlements are attached herewith.

29 DISCIPLINARY PROCEDURES

Objective

The objective of this policy is to set out clear procedures for the action taken in regards to an employee who has not been performing his/her job to the standard required or is alleged to have committed an act of misconduct.

Application

This policy covers all employees, seagoing and shore based.

This policy shall apply to action taken by the Master pursuant to the Navigation Act 1912 (Cth).

UNSATISFACTORY PERFORMANCE

Procedure

Where an employee is not performing to the standard required the following steps are to be taken to ensure that the employee is given the chance to improve his/her work performance to once again be a productive member of the company.

At all times the Senior Manager of the Department must be kept informed of developments.

1. Verbal Warning

If a Manager deems the performance or conduct of an employee warrants a verbal warning, in the first instance the relevant Manager must meet with the employee. The employee may have a representative of his/her choice present at such meeting.

The meeting should address the following:

- the reason for the warning;
- the way in which the standard is not being met;
- the standard required;
- suggestions to meet standard;
- a review period not to exceed one month.

The employee must be given the opportunity to provide any relevant information to the Manager.

The Manager is to prepare a memorandum to be sent to the National Manager Industrial Relations & Human Resources (NMIR&HR) advising of the verbal warning and giving details. The memorandum is to be placed on the employee's personnel file. The employee is to be provided with a copy of the memorandum and an opportunity to comment on the contents.

2. First Written Warning

Should the standard of performance not improve, a further meeting is to be arranged between the Manager and either NMIR&HR or the Manager Personnel and the employee. The employee may have a representative of his/her choice present at such meeting.

The following points are to be discussed:

- matters raised during the verbal warning;
- the required standard of performance as outlined at the previous meeting;
- the way the standards are not being met; and
- the required level of improvement.

A letter setting out the matters discussed and agreed action is to be provided to the employee. A copy of this letter will be placed on the employee's personnel file. The employee is to be provided with an opportunity to make any written comments concerning the letter. Such comments are also to be placed on the employee's personnel file.

3. Follow Up

A meeting to review the employee's performance must be held within one month from the date of the first written warning.

The employee must be given the opportunity to address matters raised in the review. The employee may have a representative of his/her choice present at such meeting.

If the employee's conduct or performance has not improved to a satisfactory level, the employee shall be issued with a second warning.

A letter advising of the second warning will state that it is a final warning and that failure to improve may lead to termination of employment.

4. Finalisation

If the employee's performance has not improved to the satisfaction of the Manager, a further meeting must be held with the employee and his or her representative if requested, at which the employee is given an opportunity to explain the lack of improvement. Either the NMIR&HR or Manager Personnel will be present at this interview.

5. Termination

If the subsequent explanation is deemed unsatisfactory by the Manager, the employee is to be given notice that termination of employment is to be considered. Termination of an employee can only occur after the Manager has consulted with the NMIR&HR and subsequently approved by the Chief Executive Officer (CEO).

DISCIPLINARY PROCEDURES FOR ALLEGED MISCONDUCT

If an employee is alleged to have been involved in misconduct, an immediate investigation will be conducted by the Manager under the direction of the NMIR&HR.

If an employee is alleged to have committed a criminal offence, an investigation will be conducted by the NMIR&HR, with referral to police as appropriate.

The NMIR&HR is authorised to suspend the employee until an investigation is completed. The employee will be kept informed about the progress of the investigation.

During the investigation the NMIR&HR and the Manager will provide the employee with an opportunity to respond to any allegations either in writing or at a meeting. The employee is able to attend the meeting accompanied by a representative of the employee's choice.

Following the investigation, the NMIR&HR and the Manager will consider appropriate disciplinary action.

Once the NMIR&HR has considered the matter and determined an appropriate course of action, the employee will be provided with written notice by the NMIR&HR of the outcome of the investigation together with any penalty to be imposed.

Nothing in this policy shall limit the right of TT-Line or the Master to summarily dismiss an employee for serious misconduct.

Termination of an employee can only occur after the NMIR&HR has made a recommendation to the CEO and gained the CEO's approval.

The following are some of the incidents that may constitute serious misconduct:

- where an employee has been involved in any action which involves dishonesty;
- refusal to carry out a lawful and reasonable instruction;
- sexually harassing another employee;
- breach of alcohol policy;
- assault or intimidation;
- failure to keep information confidential.

Entitlements

In all cases where termination of employment occurs the NMIR&HR is responsible for advising the Payroll Department of an employee's notice entitlements.

30 ABILITY TO SEEK REVIEW OF AGREEMENT

Both parties have the ability to review the agreement via the Australian Industrial Relations Commission in the event of any significant change occurring that effects the work requirements as outlined in this Agreement.

31 GROWTH, CESSATION AND CHANGE OF BUSINESS

31.1 Company duty to notify

31.1.1 Where the Company may introduce changes that are likely to have effects on employees, the Company undertakes to notify the employees who may be affected by the proposed changes and relevant employee representative.

31.1.2 Without limiting the generality thereof, effects includes termination of employment, changes in the composition, operation or size of the workforce or in the skills required, the elimination or diminution of job opportunities, promotion opportunities or job tenure, the alteration of hours of work, the need for retraining or transfer of employees to other work or locations and the restructuring of jobs and the use of contractors.

31.2 Company duty to discuss change

31.2.1 The Company undertakes to discuss with the employees affected and a representative (if requested), inter alia, the introduction of the changes referred to in Clause 31.1, the effects the changes are likely to have on employees, measures to avert or mitigate any adverse effects of such changes on employees and give prompt consideration to matters raised by the employees and/or employee representative in relation to the changes.

31.2.2 The discussion shall commence as early as practicable after a decision has been made by the Company to make the changes referred to in clause 31.1. For the purposes of such discussion, the Company undertakes to provide in writing to the employees concerned and a representative (if requested), all appropriate information about the changes including the nature of the proposed changes, the expected effects of the changes on employees and any other matters likely to affect employees.

31.3 Implementation of change

31.3.1 It is agreed between the parties that after the above notification and discussion have taken place that the Company, after careful consideration of the views of employees may implement the change with seven (7) days notice.

31.3.2 Where subject to the provisions of the clause, the Company exercises its rights to implement change in the workplace and the majority of employees disagree with that decision, subject to there being no stoppage of work as a result of the decision of the Company, the matter in dispute may be referred to the Australian

Industrial Relations Commission for conciliation and arbitration if necessary.

32 ADJUSTMENTS TO ALLOWANCES AND BOARD/KEEP

All allowances shall increase as per the CPI figure for the twelve (12) months ending with the June quarter, including crew ashore allowances.

33 REDUNDANCY

In the event that a redundancy situation arises, the payment of such redundancy to employees will be subject to discussions between all parties and Industry standards applying at the time will be taken into account.

34 EQUITY EARNINGS

The Company agrees to make available on the Intranet details of leave balances and work allocation. The Works Council Committee will be responsible to monitor equity of earnings for non permanent employees.

35 GYMNASIUM MEMBERSHIP

The crew will be given an annual allowance of two hundred and twenty five dollars (\$225) per year and indexed by the CPI as a reimbursement of gym membership upon production of receipt.

The parties agree to establish guidelines required for membership of organisations other than gymnasiums. This will be the responsibility of the Works Council Committee.

36 JOINING AND LEAVING EXPENSES

It is recognised that the existing salaries incorporate meal allowances for joining and leaving purposes.

- 36.1 An employee joining in his/her home port is not entitled to any travelling or victualling expenses.
- 36.2 Travel expenses will be paid for any employee required to travel from his/her place of residence to the airport.
- 36.3 Travel expenses will be paid to an employee required to travel from a vessel to the airport.
- 36.4 Travel expenses will be paid to an employee required to travel from airport to his/her place of residence.
- 36.5 Victualling expenses will be paid if an employee is required to travel and be accommodated prior to joining or leaving a vessel.

37 DISPUTE RESOLUTION PROCEDURE

- 37.1 In the event of any dispute arising as to the interpretation or application of this Agreement, or any matter arising in the course of employment, the following procedures will apply.
- 37.2 In the event of a dispute in relation to a matter arising under this agreement, in the first instance the parties will attempt to resolve the matter at the workplace by discussions between the employee or employees concerned and the relevant supervisor and, if such discussions do not resolve the dispute, by discussions between the employee or employees concerned and more senior levels of management as appropriate.
- 37.3 A party to the dispute may appoint another person, organisation or association to accompany or represent them in relation to the dispute.
- 37.4 In the event that the preceding steps have failed to resolve the dispute, either party to this Agreement may refer the dispute to the Australian Industrial Relations Commission (AIRC) for conciliation and/or arbitration pursuant to section 709 of the Act.

It is the intention of the parties that in fulfilment of this clause, the AIRC shall exercise the functions and powers normally associated with private arbitration. Accordingly, the parties expressly confer upon the AIRC, the full range of conciliation and arbitration powers necessary to resolve the matter or matters in dispute.

For the avoidance of doubt, the parties consent to the AIRC exercising any powers or functions reasonably incidental to the conciliation and/or arbitration of the dispute

The parties agree that any decision or determination of the AIRC under this clause shall be binding and final by virtue of this clause.

Employees and their representatives who are directly involved in the matter will be released from normal duties without loss of pay to assist in case preparation and to attend the proceedings.

Both parties will meet their own legal costs and the Company will pay any cost charged by the AIRC for its services performed in conciliation or arbitration

38 COUCHETTE CABINS

Two (2) Couchette Cabins per vessel are to be made available for crew while on board.

The parties are aware that during the life of this agreement that the Company will review the utilisation of all designated crew cabins, including the couchettes.

39 RECREATION AND HOBBY ROOMS

A payment of three thousand six hundred dollars (\$3,600) ship per annum will be made for the purchase of off-duty recreational supplies that must be sanctioned by management and all receipts must be provided.

40 NAVIGATION ACT, SEAFARERS REHABILITATION AND COMPENSATION ACT

- 40.1 Nothing in this agreement shall be construed as limiting the rights of any employee under the Navigation Act 1912 as amended.
- 40.2 The Navigation Act 1912 as amended and Marine Orders, applies in respect of all employees covered by this Agreement.
- 40.3 Seafarers Rehabilitation and Compensation Act 1992 and Regulations made hereunder will be read in conjunction with this agreement and applies in respect of all employees covered by this agreement.

41 SICK LEAVE

For all Permanent Employees, sick leave of seven (7) days per year accumulative. The Rehabilitation and Return to Work Committee will work towards achieving savings which will in turn allow for the seven days to be increased to ten (10) days.

42 MATERNITY/PATERNITY LEAVE

- 42.1 Maternity leave will be provided to permanent and permanent part time employees as set out in the table below:

<u>Period of Service</u>		<u>Entitlement</u>
0-12 months	-	No paid leave
12 months & 1 day-25 months	-	2 weeks paid leave
25 months & 1 day-36 months		4 weeks paid leave
36 months & 1 day +	-	8 weeks paid leave

- 42.2 All employees can access up to 12 months unpaid maternity leave.
- 42.3 All employees will be entitled to the SCG (9%) continuing superannuation payments for the whole duration of maternity leave provision as described in 42.1.

In reference to Clause 42 where an employee becomes the primary carer (due to medical circumstances) to undertake the care of the newborn child, Clause 42 will apply.

43 IN PORT WORKERS

- 43.1

Monday - Friday 07.00 - 19.00	Monday - Friday 19.00 - Midnight	Monday - Friday Midnight - 07.00	Saturday Sunday Public Holidays	Good Friday Easter Sunday Christmas Day
100%	150%	200%	200%	250%
\$20.26	\$30.39	\$40.52	\$40.52	\$50.65

- The above rates will apply for casual In Port Workers engaged for cleaning and other duties whilst a vessel is in port. These figures will be increased by 4% in July 2008 and 4% in July 2009.

43.2 Employment Conditions

In addition and/or other than Clauses in this document, In Port Workers are entitled to the following:

- Employment – 6/2 Rosters, 4 hour minimum single sailing, 3 hour minimum double sailing
- Sick Leave – 10 days per annum (pro rata - as per TT-Line Shorebased Agreement)
- Annual Leave – 20 days per annum (pro rata – as per TT-Line Shorebased Agreement)
- Annual Leave loading paid every December
- Public Holidays – Gazetted Tasmanian & Victorian
- Acting Supervisor Rate (\$27.60 per hour)
- Casual Employees – paid 20% loading
- Priority of employment – TT-Line permanent part time and casual employees who perform in port work are to receive priority over non TT-Line employees.
- Establishment Numbers – will be reviewed between the parties during the life of this Agreement.

44 LEAVE RESERVED

44.1 Medical Attendants

Within six months of this agreement being certified, the parties agree to discuss the terms of employment for Medical Attendants during periods of double sailings.

44.2 Security Officers

Within six months of this agreement being certified, the parties agree to hold negotiations in respect to the hours of work and general terms and conditions for Security Officers.

45 RIGHT OF ENTRY

45.1 For the purpose of investigating the application of this Agreement, a duly accredited representative of the Union may request in written form information regarding salaries, allowances and leave balances, otherwise provided to Employees by the Agreement on the following conditions:

45.1.1 That the complaint the Union desires to investigate is disclosed to the Employer.

45.1.2 That the information sought relates directly to the complaint being investigated.

45.1.3 That the compilation of the information sought does not impose an unreasonable administrative burden on the Employer.

45.1.4 The Company will not unreasonably deny access to an MUA official to any vessel it operates.

46 UNION TRAINING

Over each twelve (12) month period of the Agreement the Company will allow up to twenty (20) days per year to attend recognised Union training programmes, either under the Union Training Officer direction or an agreed third party supplier.

47 ACTU DELEGATES CHARTER.

47.1 Union delegates shall have:

- 47.1.1 The right to be treated fairly and to perform their role as union delegate without any discrimination in their employment;
- 47.1.2 The right to formal recognition by the employer that endorsed union delegates speak on behalf of union members in the workplace;
- 47.1.3 The right to bargain collectively on behalf of those they represent;
- 47.1.4 The right to consultation, and access to reasonable information about the workplace and the business;
- 47.1.5 The right to paid time to represent the interests of members to the employer and industrial tribunals;
- 47.1.6 The right to reasonable paid time during normal working hours to consult with union members;
- 47.1.7 The right to reasonable paid time off to participate in the operation of the union;
- 47.1.8 The right to reasonable paid time off to attend accredited union education;
- 47.1.9 The right to address new employees about the benefits of union membership at the time that they enter employment;
- 47.1.10 The right to reasonable access to telephone, facsimile, post, photocopying, internet and e-mail facilities for the purpose of carrying out work as a delegate and consulting with workplace colleagues and the union;
- 47.1.11 The right to place union information on a notice board in a prominent location in the workplace;
- 47.1.12 The right to take reasonable leave to work with the union.

47.2 The MUA support these rights but are very clear in the view that they do not endorse or supports the abuse of these rights as outlined in the charter, by delegates at any time.

48 EMPLOYEE ASSISTANCE OFFICER

48.1 The parties agree to the appointment of an Employee Assistance Officer/Officers. The position(s) shall be reviewed by the Company and the National Officer of the MUA responsible for TT-Line on a three (3), six (6) and twelve (12) month basis in each year of the EBA. Regular reviews with local MUA Officials and Company Representatives shall also occur.

48.2 Major Goals:

- (1) Working as part of the management team to ensure a harmonious relationship between employees, management and the MUA.
- (2) Liaison and Communication
- (3) The Employee Assistance Officer is responsible for assisting the Manager Human Resources in the following areas:
 - a) Liaising with employees at all levels and communicating to appropriate management any issues that provide opportunity to improve working conditions, job satisfaction or morale.
 - b) Liaising with employees at all levels and communicating to appropriate management any issues that provide opportunity to include compliance with legislation and regulations relating to occupational, health and safety.
 - c) Playing a role in the Company's Employee Assistance Program including harassment and equal employment opportunity matters.
 - d) Liaising with employees regarding training matters.
 - e) Assisting with the development and maintenance of computerised training manuals in respect to the position of the Employee Assistance Officer.
 - f) Promoting social contact between the seagoing employees and management.
 - g) Regular reviews with MUA Officials and Company representative in regard to all of the above.

49 UNION INDUCTION

The Company will provide union officials and union delegate's access to all new employees. A union induction seminar will be included as part of the Company induction format. The union will be advised of the date of the Company induction seven (7) days in advance to ensure union officials and delegates can conduct the union induction seminar.

50 SIGNATORIES

For and on behalf of:

TT Line Company Pty Ltd:

G. Wood

R. BLACKETT

Witness:

R. Macdonald

Date:

21/6/09

For and on behalf of:

Maritime Union of Australia:

[Signature]
.....

Witness:

[Signature] (CBMA)
.....

Date:

9 June 2009
.....

ATTACHMENT "A"

UNIFORM ISSUE

Male Stewards

- 3 Black Trousers per annum
- 5 Shirts per annum
- 1 Overalls Poly/Cotton (Red)
- 1 Pair of shoes per annum (non-slip/non-marking/no steel cap)
- 3 Aprons per annum
- 1 Polar Fleece Jacket (red)
- 1 Tie (optional)
- 1 Cap (with Spirit of Tasmania logo)

Female Stewards

- 3 Black Trousers per annum
- 5 Shirts per annum
- 1 Overalls Poly/Cotton (Red)
- 1 Pair of shoes per annum (non-slip/non-marking/no steel cap)
- 1 Scarf per annum
- 3 Aprons per annum
- 1 Polar Fleece Jacket (red)
- 1 Cap (with Spirit of Tasmania logo)

Supervisor (Stores)

- 3 Pairs of Khaki Trousers
- 5 Shirts (Navy and Navy/Gold)
- 1 Waterproof Jacket with safety stripes

Cooks

- 4 Polo Tops (black)
- 5 Black Trousers
- 5 Chef Jackets
- 5 Aprons per annum
- 2 Pairs of Safety Footwear
- 1 Overalls Poly/Cotton (Red)
- 3 Caps per annum

In Port Workers

- 2 Overalls (Red) per annum
- 1 Pair of Safety Footwear on commencement of employment / Replaced on wear and tear basis at discretion of Manager Hotel Services

Security

Annually

- 2 Trousers (Full cut pleat trouser – Dark Navy)
- 3 Shirts (S/S or L/S) – white epaulette tabs & pocket flaps buttoned
- 1 Pair of Oliver boots (slip on)
- 1 Pair of Red Light weight overalls
- 1 Tie (issued as required)

Tri-Annually

- 1 Either V Neck Jumper or V Neck Vest with Epaulette
- 1 Cold Weather Huski Jacket
- 1 SS Polar Fleece Hi-Vis Vest
- 1 Light Weight We Weather Pant

Relief Security

Annually

- 2 Shirts (S/S or L/S) – white epaulette

Tri-annually

- 1 Either V Neck Jumper or V Neck Vest – Navy with epaulette
- 1 Tie

Medical Attendants

- 1 Pair overalls (red) per annum
- 1 Pair safety footwear (replaced on wear and tear basis)
- 1 Pair shoes per annum
- 1 Cold Weather Jacket (replaced on wear and tear basis)
- 3 Pairs trousers/skirts per annum
- 5 Shirts per annum
- 1 Polar Jacket (red) per annum

Integrated Ratings/Trainee Integrated Ratings

Annually (12 months from date of initial issue and split over 6 month interval)

- 1 Beanie
- 3 Pair red cotton overalls (choice of light weight/action back or heavy duty)
- 1 Pair safety boots
- 3 Yellow HI-Vis Polo Shirts
- 1 Drill Shorts
- 1 Drill Trousers
(or 2 x either shorts or trousers)

Tri-Annually

- 1 Cold Weather Huski jacket
- 1 Blue Long Sleeve Jumper
- 1 Set Wet Weather Gear
- 1 Sea Boots (Gum Boots)
- 1 Short Sleeved Polar Fleece Hi-Vis Vest

All Integrated Ratings are to receive a Personal Protective Equipment (PPE) Pack which contains the following:

- Safety helmets (+ sunshade)
- Safety Goggles
- Safety Hearing Devices
- Gloves