



**TOLL SHIPPING / MUA  
BASS STRAIT SEAGOING**

**COLLECTIVE WORKPLACE  
AGREEMENT**

**2007**

## **TOLL SHIPPING/MUA BASS STRAIT SHIPPING AGREEMENT 2007**

### **1. AGREEMENT TITLE**

This Agreement shall be known as the Toll Shipping/MUA Bass Strait Seagoing Agreement 2007.

### **2. ARRANGEMENT**

	<u>Clause</u>
Agreement Title	1
Arrangement	2
Definitions	3
Preamble	4
Objectives of the Agreement	5
Relationship of this Agreement to the Parent Award	6
Parties Bound	7
Operation and Duration	8
Flexibility of Operations	9
Change & Continuous Improvement	10
Hours of Work and Rest Periods	11
Salaries	12
Performance Benefit	13
Leave Accrual	14
Sick Leave	15
Travel	16
Home Port	17
Long Service Leave	18
Performance Review	19
Superannuation and Salary Sacrifice	20
Training whilst on Leave	21
Settlement of Disputes Procedure	22
Shorthanded Sailing	23
Supernumerary Cabins	24
Industrial Clothing	25
Manning/ Trainee	26
Drug & Alcohol Procedure	27
Recruitment and Company Employment	28
Mobile Phone	29
Training	30
Vessels under Overhaul or Docking	31
Redundancies	32
Carers Leave	33
Six Monthly Review	34
No Extra Claims	35
Continuance	36
Leave Reserved	37

Attachment 1 – Protective & Industrial Clothing

Attachment 2 – Individual Performance Review

Appendix A – Signatures of the Parties to this Agreement

### **3. DEFINITIONS**

"Act" means the Workplace Relations Act 1996 (as varied from time to time).

"Award" means the Maritime Industry Seagoing Award 1999 (as varied)

Company means Toll Transport Pty. Limited.

"MUA" means the Maritime Union of Australia. All references to employees in this Agreement (howsoever described) are references to employees who are or who are eligible to be members of the MUA.

"Toll Shipping" means a division of Toll Transport Pty. Limited.

"Commission" means the Australian Industrial Relations Commission

"Rating" means a seagoing employee of Toll Shipping.

"Salary" means annual salary.

"Union" means MUA.

"Vessel" means either of the vessels operated by Toll Shipping being the, Tasmanian Achiever, Victorian Reliance or their replacements.

Work council means a group of Toll Shipping employees including management and crew representatives.

### **4. PREAMBLE**

The primary objective of this Agreement is to provide a quality service at Terminal and Ship that is responsive to moving maximum cargo through the Company Terminals and Ships on a daily basis. This Agreement has been negotiated on the basis of providing a guaranteed reliable and consistent service of ship sailings with full utilisation of resources. The Agreement is characterised by the concept of full flexibility of employees in return for the Company providing a consistency of outcome to our employees as reward for consistency of quality and regulatory sailing times by the provision of maximum flexibility of performance as and when required. The Agreement also encourages performance based appraisal of employees and the development of skills associated with performance on board the vessels. It encourages and supports a committed work force at Management and employee level where safety, teamwork, co-operation, flexibility and effective work arrangements increase productivity and are priorities in achieving our shared business objectives.

### **5. OBJECTIVES OF THE AGREEMENT**

It is agreed that the Bass Strait shipping service is recognised as essential to the well being and trade of the people of Tasmania and Toll Shipping operations should be maintained as part of that service.

The fundamental objective of this Agreement is to create a framework consistent with the intent of the parties to achieve the following goals;

Respond to customers in an efficient and timely manner through a guarantee of service;

Provide a safe and healthy work site with zero accident philosophy and goals where each individual is encouraged to take responsibility for their own safety and that of their work mates so that no one gets hurt;

Recognise individuality and collectively the responsibility to respect and care for the environment in which we work;

Avoid industrial action as a means of resolving problems on board by working to finality agreed conflict resolution procedures ie. Exhausting all avenues to resolve problems so as to develop a dispute free workplace culture;

- 5.1 Create an environment where individuals work as a team to coordinate their efforts and become an efficient and effective group;
- 5.2 Build openness, trust and open communications which delivers positive employee relations benefits to all participants on board;
- 5.3 Provide leadership, which exhibits considerations for people, promotes trust and teamwork and empowers people to improve their work processes.

To achieve these objectives the parties to this Agreement shall ensure that consultative mechanisms are established between the employees and management and assists management in

- (a) The implementation and monitoring of the agreement
- (b) Developing of ongoing productivity improvements
- (c) Maintaining an open exchange of views between the employees and management.

## **6 PREVIOUS AGREEMENTS RESCINDED AND/OR VARIED**

This agreement shall supersede and replace any other Agreement, whether certified or not, including any prior Memorandum of Understanding. In the event of any inconsistency in this agreement and the Schedules to this agreement, the provisions of the Schedules will apply.

## **7. PARTIES BOUND**

This Agreement is binding upon Toll Shipping (the employer), the employees engaged by Toll Shipping to undertake in seagoing duties (including trainees) and the MUA and applies to the Bass Strait Trade.

## **8 CALLING UP CONTENT OF OTHER DOCUMENTS**

In conformity with the requirements of Part 8 Division 7 Sec 355 of the Act, the following terms and provisions contained in the herein after mentioned Awards are called up and incorporated into this Agreement:

### **8.1 Maritime Industry Seagoing Award 1999**

- 12 Payment of wages and allowances
- 15 Computation of wages and salaries
- 16 Deduction of wages and allowances
- 21 Vessels wrecked or stranded allowance
- 22 Personal effects allowance
- 25 Meals and accommodation allowance
- 32.3 Avoidance of physical exhaustion
- 32.4 Joining a vessel overseas
- 33 Leave

### **8.2 Relationship with the LSL Award**

The relationship between this Agreement and the LSL Award is set out in clause 34.1.

### **8.3 General**

This Agreement does not intend to include any terms or elements thereof from the above named Awards which contain prohibited content (as defined in the Act). Any terms or elements thereof from the Awards which contain prohibited content are deemed to not be included in this Agreement to the extent of the prohibited content.

These Award clauses are incorporated into this Agreement and shall apply according to their terms except to the extent of any inconsistency with an express provision set out in the body of this Agreement in which case that express provision shall prevail to the extent of the inconsistency.

## **9. Operation and Duration**

This Agreement shall come into operation on the date of certification and remains in force for until 31 March 2011 unless otherwise terminated in accordance with the act.

## **10. Flexibility of Operations**

Toll Shipping provides a daily shipping service each way between Victoria and Tasmania with the vessels "Tasmanian Achiever" and "Victorian Reliance" Because of the seven days a week, short run nature of this trade a tight service schedule is required. To achieve this schedule the vessels' employees must be prepared within the limits imposed by S.T.C.W. 95 and occupational health and safety criteria, to:

- a) Where necessary meals shall be rescheduled in order to avoid conflict with cargo operations and to allow for continued operations.
- *To allow for this flexibility in the taking of the main evening meal break the Master or Duty Mate shall be advised by the Shorebased operation dept of any proposed extension of cargo operations that is likely to impact upon the vessel from sailing prior to 1800hrs.*
  - *This notification of shift extension to the Master should be made by 1300hrs and be re-confirmed by no later than 1500hrs. In such circumstances the Master or Duty Mate shall notify the Catering dept. and the CIR who shall make the necessary arrangements to reschedule and/or stagger meals as instructed (between 1700hrs and 1800hrs) and to ensure meals provided are of a good quality and standard and the continuity of cargo operations.*
  - *If re-confirmation is not given to the Master or Duty Mate by 1500hrs of a proposed extended cargo operation the main meal break may be taken at 1800hrs.*
- b) Demonstrate a commitment at all times to the flexibility of approach necessary to enable the trade to be a successful one in these circumstances.
- c) Work such hours that are necessary when ship or cargo loading problems develop which must be corrected if the schedule is to be maintained which may require the Ratings to vary the hours and duties between them so as to guarantee continuity of operations both at sea and in port.
- e) Toll Shipping with prior consultation may vary cargo-working hours to accommodate market requirements. Subject always to meeting STCW requirements, and have the ability to carry out multi deck loading and discharging.
- f) It is agreed between the parties of this agreement that seagoing and shorebased employees recognise the mutual flexibility between both parties performing the following duties
- (i) Reefer Plugs – plugging and unplugging
  - (ii) Guiding and assisting cargo into lane slots and onto the face
  - (iii) Positioning of Mats
- g) It is agreed between the parties of this agreement seagoing employees and may work the following duties provided persons performing such duties are appropriately trained, competent and qualified to do so and that the duties can be performed in a safe manner.
- (i) Bosun manning forward and in charge of mooring stations
  - (ii) Engineroom IR duties / where required
  - (iii) Chief Steward multi-skilled / where required
  - (iv) Working the second deck (multi) operations
- h) Attention to maintenance on the Vessel that is the responsibility of seafaring employees covered by this agreement and accountability for that maintenance to the CIR/Chief Officer/Chief Engineer/Master.

## **11. Change and Continuous Improvement**

- 11.1 The parties are committed to pursue all opportunities to adopt the world's best practices through modern technology and continuous improvement to all aspects of Company operations.
- 11.2 Levels of manning, equipment and methods of operation may be varied from time to time by the Company to reflect changes consistent with safe work practices, improved technology, and new types of machinery or systems or significant growth/ reduction of the business.
- 11.3 The Company having made a decision that it intends to proceed with any significant change shall advise the employees in writing of the nature of the change, the reason for it, the timing of it, and any other relevant information. The Company shall discuss and consider any views or advice from the employees and/or their representatives in relation to the proposed change. However, this consultation shall not give cause for any delay to the implementation of the change nor shall there be any obligation on the Company to obtain the Agreement of the Union or employees to the change. It is agreed between the parties that after the above notification and discussion has taken place that the company, after careful consideration of the views of employees, may implement change with seven days notice.
- 11.4 Without limiting the generality thereof, Significant change 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.
- 11.5 Where, subject to the provisions of this clause, the Company exercises its rights to implement significant change in the workplace and the employees disagree with that decision and implementation of the change, subject to there being no stoppage of work or rejection of implementation of the change, the employees or their nominated representative may refer the matter in dispute to the AIRC in accordance with the Avoidance of Disputes Procedure set out in Clause 22 of this Agreement.

## **12. Hours of Work and Rest Periods**

- 12.1 All employees shall work as a team with each employee working to the level of his/her classification, training, ability and education in a co-operative effort to ensure the safe and efficient operation of the vessel.
- 12.2 The normal daily working duration shall be eight hours, seven days per week. However employees may be required to work up to twelve (12) hours in any one day to meet commercial and operational requirements of the vessel.
- 12.3 Navigational, sea duties and cargo watches shall be based on a three (3) watch rotation system with all employees having the necessary statutory certification and training to enable them to carry out their duties without direct supervision.

12.3.1 Because of the requirements of the trade the traditional navigational watch system may be varied by the Master after consultation with the employees for the purpose of limiting fatigue.

12.4 Where employees are required to work beyond these hours to meet the immediate operational requirements of the vessel which could not have been reasonably foreseen the Master and Toll Shipping shall ensure that the provisions of S.T.C.W.95 Chapter (vii) are strictly complied with and it is the responsibility of the employee concerned to advise the Master who shall ensure that the incident is recorded and reasons given.

12.5 Employees duties shall be regulated to ensure that employees receive a minimum of 70 hrs rest in any one week in accordance with STCW 95.

12.6 A full and accurate record of hours of work and rest periods will be maintained on board each vessel by the master and be kept in a place accessible to employees in accordance with Marine Orders Part 28.

### 13. Salaries

13.1 Effective from first pay period after the certification date of this agreement the following salaries shall apply.

	1 <sup>st</sup> Year	2 <sup>nd</sup> Year	3 <sup>rd</sup> Year	4 <sup>th</sup> Year
	22/12/2007	22/12/2008	22/12/2009	1/4/2010
Chief I.R.	\$83,309	\$87,475	\$91,848	\$96,441
I.R.	\$74,338	\$78,055	\$81,958	\$86,055
Chief Steward	\$83,309	\$87,475	\$91,848	\$96,441
Chief Cook	\$83,309	\$87,475	\$91,848	\$96,441

13.2 The above salaries are inclusive of an allowance for health insurance.

13.3 The following loadings satisfies the Companies requirements for casual loadings as defined by the WR Act (these loadings are further clarified in other clauses in this document.

- 5% loading whilst on duty/leave
- 4% additional superannuation on top of the employer guaranteed contribution of 9%
- Accrued paid leave at the rate of 0.9285 for each day served on the ship and as described in clause 13 if this document
- All allowances (eg. lashing money, joining or leaving expenses, taxi allowances, hardship allowance or meals have been included into the salary rates.

13.4 At the commencement of this agreement all newly appointed casuals shall be paid 5% loading whilst on duty/leave, this shall be paid directly into the employees salary at each salary period. When and if a casual employee is made a permanent employee with the company, the commencement date for the purposes of Long Service Leave and other entitlements shall be the start date of the permanent employment.

13.5 No other allowances shall apply to this Agreement including lashing money, joining or leaving expenses, taxi allowances, hardship allowance or meals. All allowances have been built into the above salary levels.

#### **14. Leave Accrual**

14.1 Two employees will be permanently employed for each position and the leave accrual rate will be on a two-crew swing basis. i.e. Two employees per berth with no additional leave.

14.2 The parties to this agreement recognise and agree that the Toll Shipping leave accrual rate is 0.9285 which is based on a eight week cycle (four week roster) and that the day of joining and the day of leaving will be counted as days on the ship and the leave accrued will be that time on the ship minus two days.

14.3 In recognition of on-going continued operational flexibilities, the employees have requested and the Company agreed that the \$1200 performance bonus is traded off to offset a leave accrual rate of 1:1-1 (meaning the day of joining accumulates and the day of pay-off is a dead day).

14.4 Relieving employees who during their relief period have an incomplete swing will for that period accrue a days leave for each day on articles.

14.4 Accrued leave shall be taken at mutually agreed times provided sufficient skill levels are maintained to meet Company requirements.

14.5 No employee shall have accumulated more than one year's leave entitlement at the completion of each financial year without approval from the Marine Manager.

14.6 Employees paying off cannot pay-off until their relief position arrives.

#### **15. Sick Leave**

Permanent employees shall be entitled to 5 days sick leave per annum, commencing after the certification date of this agreement. Sick leave shall be accumulative, however shall not be payed out upon termination of employment by either party.

An employee drawing against this sick leave entitlement shall be subject to the production of an appropriate medical certificate immediately upon return to duties. The medical certificate shall cover the employee for the period of absence.

Sick leave entitelements shall only be used for the time when an employee would normally return to sea, and they are unable to do so due to illness and/or injury, that are not already subject to the payment of wages etc. by some other benefit/entitlement.

The particular period of payment under this sub-clause shall cease when either:

- The employee is fit to return to work; or
- Payment of compensation (short-term incapacity) under his/her superannuation fund commences; or
- Payment of compensation under applicable workers compensation legislation commences; or

- The entitlement is fully used.

## **16. Travel**

All air travel within Australia will be economy class.

## **17. Home Port**

Existing employees will retain their place of residence as their Home Port. If an employee relocates at their choice any additional travelling cost incurred will be borne by the crew-member (unless otherwise agreed). New employees (ie. After certification of this agreement) will be Home Port Tasmania or Victoria (nominally Burnie or Melbourne).

## **18. Long Service Leave**

The provisions of the Long Service Leave Act (Home Port) as varied will apply to employees under this agreement. As at the date of company employment (28 August 1998) all permanent employees' previous industry service will be acknowledged in the companies calculation and provision for long service leave. The company will verify and advise all permanent employees of their entitlements. The parties agree that should agreement be reached with all employers to vary the Long Service Award on an industry basis then such variation will apply to this agreement.

## **19. Performance Review**

19.1 An annual Performance Review will be conducted, commensurate of each financial year (1<sup>st</sup> July). The CIR in conjunction with a Company representative and/or master shall conduct Performance Reviews on MUA crew-members. The Performance Review is designed to meet the needs of the business and assesses the employees performance with the view to establishing their:

- Performance
- Career development and promotion potential (if any)
- Training needs
- Goals and objectives for the forthcoming year

19.2 Where there is a pattern of persistent under-performance Toll Shipping and the MUA will consult on how to best remedy the situation.

19.3 Toll Shipping in consultation with the MUA crew-members agree to review and update as required the position (job) descriptions pertaining to MUA crew-members to ensure performance criteria and responsibilities are maintained, known, understood and applied.

## **20. Superannuation and Salary Sacrifice**

20.1 The Company agrees that SRF shall be recognised as the fund of choice (the chosen fund) for its employees who are eligible to join SRF. All eligible employee company and member contributions, including but not limited to Superannuation Guarantee Legislation and salary sacrifice contributions will

be made to SRF. The recognition of SRF in this capacity is made on the basis that SRF remains a complying superannuation fund and continues to meet all the criteria required to be a default fund as set out under the Choice of Fund legislation.

20.4 Provided also that the total contribution to superannuation shall not exceed 13% inclusive of current contribution surplus on the threshold salary for which a reduction to employer contributions applies.

20.5 Employees may make arrangements for salary sacrifice for superannuation subject to:

- a) The overall cost of superannuation to the employer does not increase above 13%.
- b) Such payments will only be varied once per year for future employment only.
- c) The accumulation fund will be subject to applicable tax upon payout to the members account and will not be paid by the Company.
- d) Salary sacrifice is the payment of an agreed proportion of the relevant gross salary (less allowances) before tax as additional superannuation contributions, thereby reducing the level of gross salary for payroll purposes.

20.6 The parties to this Agreement agree that the cost increase to the Company will be offset by an equivalent amount of cash costs of running the ships. This is a ship specific superannuation arrangement.

20.7 The employer shall continue to pay superannuation contributions during an employee's absence on workers compensation for a maximum period of 3 months. Where an employee is absent from work and on workers compensation for a period greater than 3 months there shall be no obligation for employer to continue to pay superannuation contributions.

20.8 The employer shall pay superannuation contributions during an employee's absence whilst taking accrued leave. Where an employee cashes out, resigns or where employment is terminated, there shall be no obligation for the employer to pay superannuation contributions on the pay-out of accrued leave.

## **21. Training Whilst on Leave**

21.1 The parties agree that conditional on the establishment of a training committee and training program that Ratings would carry out 4 day per year accumulated to no more than three years (ie 12 days) of training identified in the training program whilst on leave.

21.2 If a Rating is required by the employer to undertake training then the employer will pay the costs associated with attending the course.

## **22. Settlement of Disputes Procedure**

22.1 The Company, and the parties to this Agreement shall undertake all necessary steps to ensure that the following procedures apply in the event of any grievance or disputation. The intention of this clause is to ensure that any dispute shall be promptly resolved by conciliation in good faith without resort to industrial bans or stoppages.

22.2 The parties to this Agreement will recognise and support the long history of exemption from industrial action for the Bass Strait as a commitment to the importance of the trade to the economies of Victoria and Tasmania.

As such the parties are willing to continue to deal with the issue of Bass Strait trade and industrial action in the same manner it has done so previously in accordance with the ACTU recommendation.

22.3 Matters likely to become Industrial Issues

a) The Company and the parties to this Agreement shall respectfully notify each other as soon as possible of any industrial matter which in the opinion of that party might give rise to an industrial dispute.

b) This shall include consultation prior to introduction of new systems or technology through the Shipboard Committee of Management. It is agreed that consultation through the Committee of Management should be attempted in the first instance.

22.4 Dispute at Ship Board Level

a) In the event of a dispute at ship board level an employee or the employees nominated representative shall confer with the Master at the ship board level and they shall attempt to resolve the issue without delay or a minimum within 24 hours of notification of this issue.

22.5 Lack of Agreement at Ship Board Level

a) If no Agreement is reached at the shipboard level, the Officer or their nominated representative (which may include the MUA) shall refer the matter to Toll Management in order to attempt to resolve the dispute. Such discussions shall occur within 24 hours.

22.6 *Resolution by Facilitator*

If no Agreement is reached at senior management/Officer level, it shall be referred to a mutually agreed facilitator for conciliation (or determination if agreed).

22.7 *Dispute Settlements*

The above steps shall not preclude the right of either party to refer a dispute to the Commission for conciliation (or determination if agreed). In these circumstances, the Commission shall retain its discretion to refer the parties back to a continuation of this procedure where the Commission considers that course as appropriate.

22.8 *Continuity of Work*

Pending the completion of the procedure set out in this clause, work shall continue without interruption. No party shall engage in provocative action and pending the resolution of the dispute the status quo shall apply. The rights of individuals or parties shall not be prejudiced by the fact that work has continued under this process normally and without interruption.

### **23. Shorthanded Sailing**

If the vessel sails shorthanded due to the inability to find a relief, or any other reason then the salary for that person for that day prescribed for the classification of the position not filled shall be divided equally amongst those crew-members of the same department. The Company shall use its best endeavours to fully man the vessel at all times.

### **24. Supernumerary Cabins**

24.1 Ability to carry up to 12 supernumeraries on the following basis:

- a) Up to 5 supernumeraries at no extra payment to the Chief Cook or Chief Steward.
- b) 6 to 7 supernumeraries payment (exclusive of trainees and family members etc.) of allowance at the rate of \$32 per day will be paid to the Chief Cook and Chief Steward. This allowance shall be adjusted by 5% each year from the date of lodgement of this agreement.
- c) For 8 supernumeraries and over up to 12 (exclusive of trainees and family members etc.), to assist in cleaning generally on the day following an overnight crossing where 8 or more supernumeraries are on board, the Company will engage one person to assist the Chief Cook and Chief Steward for a 4 hour allocation that day only, if this person is also required in addition to clean officer cabins extra time shall be allocated if deemed required.
- d) On the Chief Cook's swing days the Company shall engage one person for a 2 hour allocation to assist the Chief Cook to clean the galley.

### **25. Industrial Clothing**

The company agrees to provide and supply appropriate clothing on a replacement basis tailored for both male and female employees as detailed in Attachment 1.

## **26. Manning/Trainee**

- 26.1 The Company shall in its absolute discretion determine the number of employees it has engaged.
- 26.2 The company agrees that the manning for each vessel should be:
- 1 CIR
  - 1 Chief Steward
  - 1 Chief Cook
  - 5 IR's
- 26.2 The Company will employ continuously employ 2 trainee-integrated ratings for the life of this agreement

## **27. Drug and Alcohol Procedures**

- 27.1 In line with industry guidelines and recommendations, and taking into consideration those requirement prescribed in the Navigation Act (Section 386A), all personnel serving on board Toll vessels are required to comply fully with the Company's Drug and Alcohol Policy, and;
- a. Shall not consume alcohol, or take any other drug (whether medicinal of otherwise) to such an extent that the person's capacity to carry out their duties is impaired
  - b. Shall not have a blood alcohol level of more than 0.02% whilst on active or passive duty, and when off-duty shall not have a blood alcohol level of more than 0.08%, bearing in mind that seafarers must be able to respond at any time to an emergency
  - c. Shall not consume alcohol whilst on duty or when the vessel is working cargo between 08.00 hours and 17.00 hours.
  - d. Shall join, or return to the ship from ashore, in a physical condition that is consistent with their own safety and their projected duties once on board, and consistent with paragraph 1b above, and
  - e. Shall not use or be in possession of illegal drugs or associated paraphernalia.
- 27.2 Marine Orders Part 9 section 11.12 states "Alcohol is implicated as a significant factor in work related accidents. It is a statutory requirement that all persons. Whilst on duty on a commercial vessel, have essentially a zero blood alcohol level.
- 27.3 Matters for dealing with drug and alcohol abuse including that of counselling or disciplinary action, the parties agree that consultation shall occur between the parties where an individual is known to or suspected of taking illegal drugs shall be in accordance with company policies and procedures.
- 27.4 Employees, who are under the influence of alcohol or illegal drugs (i.e. drugs that have not been prescribed on medical grounds) on company premises or in company vehicles shall be deemed to have committed an act of gross misconduct and shall be subject to the company's disciplinary and counselling process.
- 27.5 Any employee found to be in possession of illegal drugs on company premises, or in company vehicles shall be subject to summary dismissal.

- 27.6 Random (non-evasive) drug and alcohol testing policy, that shall be undertaken in accordance with Company policies and procedures.
- 27.7 The parties agree that the Company's Drug and Alcohol Procedures may be modified but only in circumstances where the Company has appropriately consulted with relevant parties.

## **28. Recruitment and Company Employment**

- 28.1 The Company will apply demonstrably objective, competency based recruitment, promotion and selection criteria in all facets of recruitment and selection processes and procedures.
- 28.2 Appointments shall be based upon skills, competencies, performance, aptitude, experience, qualification and any other relevant criteria including medical criteria as determined by the company. Where appropriate, the Company may consult with appropriate senior operational staff in the recruitment process.
- 28.3 The Company may select and recruit, at its discretion, in accordance with Company policies and procedures, any person from within or outside the existing workforce/s to fill a vacancy.
- 28.4 All promotions and appointments shall be subject to a probationary period of six months after which the appointment shall be reviewed and if agreed confirmed in writing. For relieving personnel, continuous relief with the Company shall be considered as probationary time spent, however the Company reserves the right to employ as per detailed in clause 28 above.
- 28.4 The Company shall advise and consult with the parties of any intended change to the size and composition of the workforce without altering its absolute discretion to make such changes following consultation.

## **29. Mobile Phone**

The Company agrees to subsidise cost of operation of the Crew RecreationRoom mobile phone at the rate of \$50 per month.

## **30 Training**

- 30.1 Toll Shipping may appoint either management or external workplace assessors.
- 30.2 All employees shall be available to undertake any training as required by Toll Shipping and to train other persons when required. All training will take place in accordance with operational requirements as determined by Toll Shipping.
- 30.3 Toll Shipping shall have the right to determine who is trained.
- 30.4 Employees may elect to attend additional training courses conducted by external organisations during "out of hours" periods or through the taking of accrued leave entitlements as approved by the Company.

- 30.5 The intent of Toll Shipping is to enable each employee to contribute in accordance with operational requirements towards the improved efficiency, reliability and competitiveness of the Company's operation and to realise their career potential in accordance with operational requirements.
- 30.6 Toll Shipping will provide vocational training for employees that are consistent with the relevant Industry Training Packages and will continue to develop and deploy other training packages.
- 30.7 Competency based training and education, including related processes such as the use of standards and assessment may be utilised for a variety of purposes, included selection and recruitment, entry level training, skill enhancement, skill refreshment or self assessment, promotional opportunities and formal recognition of skills previously obtained but not recognised for new and existing employees.
- 30.8 Competency based training involves both structured training and practical work experience to obtain full competency and proficiency and may be delivered in the classroom or on the job, or through a combination of both. Toll Shipping may, at its discretion, develop or maintain qualified workplace trainers and assessors.
- 30.9 As part of their normal duties experienced employees may be required to assist in the training of others by monitoring and coaching their work during the gaining of practical experience. Toll Shipping may utilise external registered training organisations and or qualified training personnel as required.
- 30.10 Vocational training and education may be offered to employees as part of a formal training plan as determined by Toll Shipping relative to operational requirements or on application by the employee.
- 30.11 Employees who consider they have been unfairly denied access to training can apply to have the decision reviewed.

### **31. Vessels under Overhaul or Docking**

Prior to a vessel proceeding for overhaul or docking, the Company shall develop an agreement with the relevant parties that sets out the principle arrangements, however the Company expects provisions of Clause 24 of the Award to be complied with. The Company is prepared to acknowledge an inability to accommodate or victual an employee onboard in such circumstances the Company shall provide alternative accommodation and victualling for the employee.

### **32. Redundancies**

- 32.1 In the event of any redundancies whereby the number of employees on existing vessels are reduced by the employer then the following conditions shall apply:
- a) Toll Group redundancy policies and procedures shall be applied.
  - b) The parties agree to discuss the matter in accordance with Clause No. 10 of this document.

- c) Where permanent employees become surplus to the company's requirements after 28 August 1998 a company payment at the rate of three weeks per year of service to a maximum of 52 weeks inclusive of notice shall apply.
- d) In addition for employees employed prior to the designated day 28 August 1998 in recognition of prior service within the industry an additional payment will be made on the basis of one and a half weeks pay at a rate of \$855 per week for each year of continuous services on Register A capped to a maximum of 20 weeks. For each completed year of continuous company service after the designated day the potential entitlement prescribed in this paragraph will reduce by one and a half weeks at the rate of \$855 per week until such time as the entitlement under this paragraph is extinguished. The amount of \$855 above will be adjusted annually in accordance with the review of the agreed industry benchmark that may cover superannuation and other entitlements. This benchmark is currently based on the classification of Integrated Rating Dry Cargo Category 3.
- e) Subject to the following paragraph, such payment under the above would be payable to the individual once only on redundancy from the employer as at the designated day. Such payment would not be paid in any other circumstances including on resignation, retirement, termination for discipline, or where the employee otherwise leaves the employment on his or her own volition.
- f) Portability of any potential entitlement under the above will only apply until 31st December 1999. Where an individual who was employed prior to the designated day seeks and obtains employment with a different employer the individual will only be entitled to transfer the potential entitlement under the above once and the potential entitlement transferred to the new employer will reduce on the basis of one and a half weeks for each year or part thereof after the designated date.

32.2 Matrix for the calculation of redundancies (National Agreement April 1998)

End Year	Maximum Industry Entitlement Capped @ 20	Post Disc	Company Package	Total
1	\$17100	\$15817.50	\$3000	\$18817.50
2	\$17100	\$14535.00	\$6000	\$20535.00
3	\$17100	\$13252.50	\$9000	\$22252.50
4	\$17100	\$11970.00	\$12000	\$23970.00
5	\$17100	\$10687.50	\$15000	\$25687.50
6	\$17100	\$9405.00	\$18000	\$27405.00
7	\$17100	\$8122.50	\$21000	\$29122.50
8	\$17100	\$6840.00	\$24000	\$30840.00
9	\$17100	\$5557.50	\$27000	\$32557.50
10	\$17100	\$4275.00	\$30000	\$34275.00
11	\$17100	\$2992.50	\$33000	\$35992.50
12	\$17100	\$1710.00	\$36000	\$37710.50
13	\$17100	\$427.50	\$39000	\$39427.50
14			\$42000	\$42000.00

**33. Carers Leave**

- 33.1 The Company recognises employees at any given time on Duty, may need to return home in case of an immediate family emergency requiring the employees care and support.
- 33.2 No more than 5 days per annum to each employee will be granted on the production of a medical certificate or statutory declaration establishing the illness of the person concerned.
- 33.3 This entitlement is non-cumulative and available to permanent employees only and not subject to any payout on termination.

**34. Six Monthly Review**

- 34.1 The parties will meet six monthly to ensure that there is a good understanding of the needs of the business, employees. The parties wish to formalise a consultative committee that will provide opportunities for relevant information to be available and discussed.
- 34.2 These discussions will be conducted considering clause 10 of this Agreement 'Change and Continuous Improvement' and shall include productivity targets, vessel conditions, equipment, equipment damage, cargo damage, proposed changes to the operation and other matters relating to the implementation of this agreement.

**35. No Extra Claims**

It is a term of this Agreement that there will be no extra claims by either party for the life of this Agreement.

**36. Continuance**

It is the intention of the Parties to commence negotiations for the 2011 certified agreement at least six (6) months prior to the expiration of this Agreement.

**37. Leave Reserved**

Nil

**ATTACHMENT 1****PROTECTIVE & INDUSTRIAL CLOTHING****Integrated Ratings, Stewards & Cooks**

Toll Shipping will provide each integrated rating per annum, free of cost, two pairs of white overalls (or by agreement high visibility coloured overalls) and one pair of safety shoes/boots, good quality wet weather clothing consisting of a three quarter length coat, trousers and calf length rubber boots. Cook/caterer to be supplied one pair overalls and one pair safety shoes/boots.

<b>INTEGRATED RATINGS</b>	
<b>Item</b>	<b>Scale of Issue</b>
Shirts – high visibility (long or short sleeves)	2 per annum
T-shirts	2 per annum
Shorts - Blue	2 pairs per annum
Trousers – Blue	2 pairs per annum
Caps or Wide Brimmed Hats	2 per annum
Safety boots or shoes	2 pairs per annum
Boiler suit – High visibility bib or brace or Combination	2 per annum (in lieu of 2 pairs of trousers and 2 shirts)
Or	1 boiler suit and 1 shirt and 1 set of trousers
Pullover (High visibility)	2 per annum
Cold weather rain jacket (High Visibility)	1 each 3 years
Thermal underwear	1 set each 2 years

Where the work environment dictates that overalls and/or safety boots, wet weather clothing require replacement more frequently as a result of "fair wear and tear" additional issues shall be made at the discretion of the Chief Officer. These will be replaced on a new for old basis.

<b>CHIEF STEWARDS</b>	
<b>Item</b>	<b>Scale of Issue</b>
Trousers black	1 pair per annum
Trousers or shorts Blue	2 pairs per annum
T-Shirts white	2 per annum
Shirts white	3 per annum
Shoes black	1 pair per annum

<b>COOKS</b>	
<b>Item</b>	<b>Scale of Issue</b>
Shirts white	7 per annum
Or	
T-Shirts white	4 per annum
Shirts	3 per annum
Trousers check or plain white(safionised cotton)	4 pairs per annum
Cooks cap	2 per annum
Aprons (either waist or bib)	8 per annum
Including one butchers apron	
Safety shoes	1 per annum

#### Marine Cooks and Marine Stewards

An employee who is required to perform any work in a freezing chamber shall be provided with suitable clothing i.e. freezer jacket.

Freezer clothing shall remain the property of the employer and shall be retained on board the vessel. An employee using such clothing shall take reasonable care of it.

#### On Board Stock

The following stocks of protective gear will be placed onboard each vessel for use by Relief I.R.'s who report for duty with less than adequate protective gear. This gear remains the property of Toll Ship Management and it is the responsibility of the Chief IR to ensure that any gear issued is returned and maintained in good order.

- 3 pair overalls (sizes 95,97,102)
- 3 pair of safety boots ( sizes 8,9,10,)
- 3 safety vests
- 3 pairs of safety glasses
- 3 sets hearing protection

**ATTACHMENT 2**  
**Individual Performance Review**

Each permanent MUA seafarer shall receive a performance incentive based upon the outcome of an annual Operational Performance Review according to the above table.

Operational Performance Reviews shall be conducted commensurate of each financial year (1<sup>st</sup> July). The CO along with the CIR shall conduct the Operational Performance Reviews in consultation with the Ships and approved by the Company Management Representative (nominally the Marine Manager). The Operations Performance Review shall be conducted in accordance with clause 19 of the Enterprise Agreement.

*The Operations Performance Review Form is ranked on a 1 to 5 basis with*

- *Poor Performance (Not Trying – History of Poor Performance)*
- *Moderate Performance (Can do Better or still Learning)*
- *Consistent Performance (Good Achiever)*
- *High Performance (High Achiever)*
- *Excellent Performance (Excels in this job function)*

*Each question on the appraisal form requires a score to be entered and the sub total calculated. Each section also has an area for general comments.*

**Operational Performance Review Criteria**

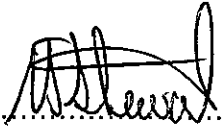
	1	2	3	4	5
<b>Safety, Quality &amp; Environment</b>					
• <i>Understanding of the TSSQS procedures</i>					
• <i>Regularly follows company procedures?</i>					
• <i>Contribution to Safety and Environment Meetings</i>					
• <i>Hazard/Near Miss, Incident &amp; Injury Reporting</i>					
• <i>Employee always wear protective clothing and equipment</i>					
• <i>Participates in safety observations and inspections.</i>					
• <i>Contributes towards the safety &amp; environmental housekeeping of the vessel</i>					
<b>Efficient Vessel Operation</b>					
• <i>Interrelationship with Stevedores</i>					
• <i>Cargo Watch keeping ability</i>					
• <i>Knowledge of the cargo operation of the vessel</i>					
• <i>Carries out routine maintenance duties as required</i>					
• <i>Demonstrate ability to priorities work</i>					
• <i>Record Keeping and report qualities</i>					
• <i>Complete tasks within the allotted time</i>					
• <i>Demonstrates flexibility within operations to allow continuity of operations</i>					
<b>Team Work</b>					
• <i>Ability to work without being supervised</i>					
• <i>Teamwork – Ability to be a productive member of the vessel</i>					
• <i>Time Keeping and punctuality</i>					
• <i>Is the employee cooperative and offer support at all times?</i>					
• <i>Does the employee offer support to his fellow colleagues</i>					
<i>Add Score for Each Column</i>					
<i>Add Total Score</i>					

**Appendix A**

**Signatures of the Parties to this Agreement**

Signed for an on behalf of

**TOLL TRANSPORT PTY LIMITED**

  
.....

Signature

13/05/08  
.....

Date

Tony Stewart  
.....

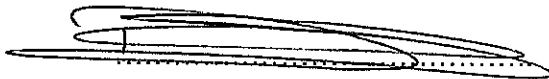
Name:

Address: 120-150 Williamstown Road, PORT MELBOURNE VIC 3207

Authority: As authorised agent of Toll Transport Pty Ltd

Signed for and on behalf of

**THE MARITIME UNION OF AUSTRALIA**

  
.....

Signature

1. 05. 08  
.....

Date

DAVID CUSHION  
.....

Name: 46 IRELAND ST

Address: WEST MELBOURNE  
VICTORIA 3003