

AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION

AUSTRALIAN INDUSTRIAL REGISTRY LOOSE-LEAF CONSOLIDATION

TUGBOAT INDUSTRY AWARD 1999

This award as varied to 7 May 2004 AW799111 [loose-leaf version]

AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION

Workplace Relations Act 1996
s.33 action on the Commission's own motion
(C No. 20122 of 1998)

s.113 application to vary

Review of awards pursuant to Item 51 of Part 2 of Schedule 5 of the
Workplace Relations and Other Legislation Amendment Act 1996
(C No. 00147 of 1998)

TUGBOAT INDUSTRY (CONSOLIDATED) AWARD 1990

(ODN C No. 00344 of 1982)

[Print J9960[T0051]]

Various employees

Port and harbour services

COMMISSIONER WILKS

SYDNEY, 31 AUGUST 1999

Award simplification.

ORDER

A. Further to the decision issued by the Commission on 8 February 1999, [Print R1723] the above award is varied as follows:

By deleting all clauses, schedules and appendices and inserting the following:

1. AWARD TITLE

This award may be referred to as the Tugboat Industry Award 1999.

2. ARRANGEMENT

1. Award title
2. Arrangement
3. Application and respondents
4. Operative date and period of award
5. Previous awards superseded

6. Definitions
7. Anti-Discrimination
8. Types of Employment
9. Duties and remuneration
10. Hours of work and overtime
11. Time and method of payment
12. Allowances
13. Leave
14. Sick leave and Compassionate leave
15. Rest period and payment for extended duties
16. Accident pay
17. Dispute settling procedures
18. Termination of employment

| | |
|---------|--|
| Table 1 | Ordinary hours of work (clause 10) |
| Table 2 | Travelling allowances (clause 12.8) |
| Table 3 | Avoidance of physical exhaustion (clause 15) |
| Table 4 | Meal breaks |

3. APPLICATION AND RESPONDENTS

3.1 This award applies to work performed on tug boats in conjunction with operations and voyages at or about, or to or from, the ports below:

| | | |
|----------------|------------|--------------|
| Abbot Point | Townsville | Mourilyan |
| Cairns | Hay Point | Bundaberg |
| Mackay Harbour | Brisbane | Newcastle |
| Gladstone | Botany Bay | Port Kembla |
| Sydney | Melbourne | Geelong |
| Westernport | Albany | Lucinda |
| Portland | Fremantle | Port Hedland |
| Port Adelaide | Kwinana | Devonport |
| Port Pirie | Burnie | Port Latta |
| Whyalla | Hobart | Darwin |
| Launceston | Geraldton | Bunbury |
| Eden | Weipa | |

3.2 This award is binding on:

[3.2.1 substituted by PR931221 ppc 21Mar03]

3.2.1 the employers specified below:

- Adsteam Marine Towage Pty Ltd
- Bowen Towage Services Pty Ltd
- Charter Craft and Marine Services
- Coastal Tug and Barge Pty Ltd
- Dalrymple Marine Services Pty Ltd
- Geelong Port Services Pty Ltd
- Hunter Towage Pty Ltd
- Medina Maritime Services Pty Ltd
- North Queensland Marine Towage Pty Ltd
- North Western Shipping and Towage Company Pty Ltd

- Queensland Tug and Salvage Co. Pty Ltd
- Stirling Marine Services Pty Ltd
- Stirling Harbour Services Pty Ltd
- Teekay Shipping (Australia) Pty Ltd
- Waratah Towage Pty Ltd
- West Coast Marine and Towage Pty Ltd;

3.2.2 the Maritime Union of Australia (MUA);

3.2.3 the Australian Institute of Marine and Power Engineers (AIMPE);

3.2.4 the Australian Maritime Officers Union (AMOU); and

3.2.5 employees eligible to be members of the above unions who are employed in the classifications in clause 9 – Duties and remuneration of this award.

4. OPERATIVE DATE AND PERIOD OF AWARD

This award will operate from 31 August 1999 and will remain in force for a period of twelve months.

5. PREVIOUS AWARDS SUPERSEDED

This award wholly supersedes the Tugboat Industry (Consolidated) Award 1990 as varied, but no right obligation or liability accrued or incurred under that award or variations to it will be affected by such supersession.

6. DEFINITIONS

In this award where the context permits words importing the plural will include the singular and vice versa.

6.1 **Contract towage** means when a tug is towing a vessel from one location to another location where that tow or other services of a non-emergency nature has been contracted for and pre-planned by the employer.

6.2 **Daily rate** means 1/7th of the weekly minimum rate.

6.3 **Day** means 24 hours from midnight to midnight.

6.4 **Emergency maintenance** means work which is necessary to reinstate into service a tug which would otherwise be out of service.

6.5 **Emergency operations** means when a tug is called on at short notice to leave a port to assist a vessel broken down or in distress.

6.6 **Employee** means any person engaged or employed by an employer respondent in the classification or capacity of Master, Mate, Engineer or Rating.

6.7 **Employer** means any person, firm, company or statutory corporation which is named as a respondent to this award.

- 6.8 Firefighting** means work performed on a tug which is attending a fire within or outside of port limits.
- 6.9 Free running voyage and Delivery voyage** means when a tug proceeds from one port to another either interstate or intrastate and is not engaged in towing between ports. In addition, this definition will apply to a tug proceeding from its home port to another port to commence a contract tow or when returning to its home port on completion of a contract tow.
- 6.10 Hourly rate** means 1/40th of the weekly minimum rate.
- 6.11 Month** means a calendar month.
- 6.12 Officer** means a master, a mate or engineer of a tug.
- 6.13 Outside work** means work on a tug which proceeds to sea on a special voyage outside the limits of bays, rivers or regulated port boundaries/limits but within Australian Territorial Waters.
- 6.14 Rating** means an employee other than an officer.
- 6.15 Shipkeeping** means being on board in port and available for the performance of any duty.
- 6.16 Special voyage** means a voyage for which it is necessary to set watches and will include any special free running voyage, delivery voyage, contract towage or emergency operations.
- 6.17 The Act** means the *Workplace Relations Act 1996*.
- 6.18 The Commission** has the same meaning as in the Act.
- 6.19 Tonnage/Power units** means the sum of the gross registered tonnage figure of a tug and of the brake horse power figure of the main engine/s only of the tug(including super charged power where applicable).
- 6.20 Union** means relevantly the Australian Maritime Officers Union (AMOU), Australian Institute of Marine and Power Engineers (AIMPE) or Maritime Union of Australia (MUA) and **unions** refers to the unions collectively.
- 6.21 Weekly minimum rate** means the weekly rate prescribed in 9.3.1.

7. ANTI-DISCRIMINATION

- 7.1** It is the intention of the respondents to this award to achieve the principal object in s.3(j) of the Act through respecting and valuing the diversity of the work force by helping to prevent and eliminate discrimination on the basis of race, colour, sex, sexual preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, union membership or non-membership, national extraction or social origin.

7.2 Accordingly, in fulfilling their obligations under the dispute settlement procedures clause, the respondents must make every endeavour to ensure that neither the award provisions nor their operation are directly or indirectly discriminatory in their effects.

7.3 Nothing in this clause is taken to affect:

7.3.1 any different treatment (or treatment having different effects) which is specifically exempted under the Commonwealth anti-discrimination legislation;

7.3.2 an employee, employer or union, pursuing matters of discrimination in any State or federal jurisdiction, including by application to the Human Rights and Equal Opportunity Commission;

7.3.3 the exemptions in s.170CK (3) and (4) of the Act.

8. TYPES OF EMPLOYMENT

8.1 An employee may be employed on a permanent full-time, permanent part-time or casual basis.

8.2 Part-time employment

8.2.1 An employee may be employed to work on a part-time basis involving rostered periods of duty which will average less than 40 ordinary hours per week.

8.2.2 Before commencing part-time employment, the employee and the employer must agree in writing:

8.2.2(a) upon the classification applying to the work to be performed in accordance with 9.2; and

8.2.2(b) upon rostered periods of duty to be worked by the employee.

8.2.3 Any agreed variation to the rostered periods of duty will be recorded in writing.

8.2.4 A part-time employee receives, on a pro-rata basis, equivalent pay and conditions to those full-time employees who do the same kind of work.

8.2.5 Where a part-time employee's normal rostered period of duty falls on a public holiday and work is not performed by the employee (in accordance with instructions from the employer), an employee will not lose pay for that day.

8.3 Casual employment

A casual employee is to be employed on a daily basis.

9. DUTIES AND REMUNERATION

9.1 General

All employees will perform any duties within their skills competence and training, as the employer may require and in the manner and at the time required by the employer.

9.2 Duties and classifications

- 9.2.1** A master must be duly certificated under the relevant legislation. A master will at all times be responsible for and be in charge of the operation of the tug.
- 9.2.2** An engineer must be duly certificated under the relevant legislation. An engineer will be responsible for performing engineering operations and repairs and engineering maintenance in relation to the tug.
- 9.2.3** A rating must follow the direction of the master, or engineer where such a direction relates to the performance of the engineer's duties.

9.3 Minimum rates

[9.3.1 substituted by PR914894; PR922336 ppc 02Sep02]

- 9.3.1** After the 2002 Safety Net increase [Print 002002] (\$18.00 per week to all rates) the rates for each classification will be as follows:

| Classification | Minimum \$ Per Week | Actual rate \$ Per Week |
|--|------------------------------------|--|
| Rating | 511.60 | 511.60 |
| Category 1(0-1850) Master and Engineer | 758.50 | 758.50 |
| Mate | 600.20 | 600.20 |
| Category 2 (more the 1851 units) Master and Engineer | 808.40 | 808.40 |
| Mate | 638.30 | 638.30 |

- 9.3.2** The residual amounts will be absorbed against future safety net adjustments.
- 9.3.3** The weekly minimum rate includes the following work value components related to the environment in which the work is performed:
- 9.3.3(a)** working inside combustion chambers or casings of internal combustion engines or ballast or oil tanks;
 - 9.3.3(b)** working under engine-room plates including bilges;
 - 9.3.3(c)** cleaning bilges (including rose boxes) and coffer dams;
 - 9.3.3(d)** using mechanical chippers, grinders, wire brushes or spray painting.

9.3.4 Arbitrated safety net adjustment

[9.3.4(a) substituted by PR91489; PR922336 ppc 02Sep02]

The rates of pay in this award include the arbitrated safety net adjustment payable under the Safety Net Review - Wages May 2002 decision [[PR002002](#)]. This arbitrated safety net adjustment may be offset against any equivalent amount in rates of pay received by employees whose wages and conditions of employment are regulated by this award which are above the wage rates prescribed in the award. Such above-award payments

include wages payable pursuant to certified agreements, currently operating enterprise flexibility agreements, Australian workplace agreements, award variations to give effect to enterprise agreements and overaward arrangements. Absorption which is contrary to the terms of an agreement is not required.

Increases made under previous National Wage Case principles or under the current Statement of Principles, excepting those resulting from enterprise agreements, are not to be used to offset arbitrated safety net adjustments.

9.4 Overtime

9.4.1 Requirement to work overtime

An employee must work reasonable amounts of overtime as directed by their employer.

9.4.2 Payment for working overtime

9.4.2(a) All time worked outside ordinary hours must be paid for at the rate of time and one half for the first two hours and double time thereafter Monday to Friday or, if the rates applicable to the overtime work in a port are included in the table below, those rates.

9.4.2(b) On Saturday the rate of time and one half for the first two hours and double time thereafter with a minimum of four hours payment; and

9.4.2(c) On a Sunday the rate of double time with a minimum of four hours payment.

| Port | Monday to Friday | Saturday and Sunday | Public holidays | Minimum payments |
|--|---|--|-----------------|--|
| Port Adelaide Port Pirie Whyalla | Time and one half for 1 st 2 hours, double time thereafter | Sat: Time and a half prior to 1200 hrs Double time thereafter | | 4 hours minimum on Sat, Sun. 5 hours minimum on Public Holidays. |
| Burnie, Hobart, Port Latta, Launceston and Devonport. | | Double time | | Minimum payment of four hours provided that, where work extends into Monday the rate will be double time |
| Kwinana | Double time | Double time Sun: double time and a half | Treble time | |

9.4.3 Calculating overtime

In calculating overtime, any period:

- less than half an hour will be counted as half an hour; and
- greater than half an hour but less than an hour

must be counted as an hour.

9.5 Option for aggregate wage

- 9.5.1** As an alternative to being paid the minimum weekly rate plus overtime and penalties in accordance with this clause, an employer and a majority of employees may agree to pay and be paid at a rate equivalent to an aggregate wage of at least 40% or more above the minimum rate prescribed in this clause.
- 9.5.2** In such a case, the employer will not be required to pay penalty rates and overtime in addition to the weekly award wage, provided that the aggregate wage paid over the year was sufficient to cover what the employee would have been entitled to if all award and overtime penalty rate payment obligations had been complied with.
- 9.5.3** Where payment is adopted in accordance with 9.5, the employee will keep a daily record of the hours worked by an employee which will show the date and start and finishing times of the employee for the day. The record will be countersigned weekly by the employee and will be kept at the place of employment for six years.

9.6 Casual rates of pay

Casual employees will be paid at the rate of 1/7th of the appropriate weekly rate plus 20% loading in lieu of leave. However, a casual employee engaged to relieve another employee at the request of the latter will be entitled for each day worked to payment at the rate of 1/7th of the weekly rate.

9.7 Rates of pay for Special voyages

[9.7.1 varied by PR922336; substituted by PR946105 ppc 06May04]

- 9.7.1** For any day including Saturdays, Sundays and Public holidays on which an employee is engaged on outside work (other than an employee regularly or continuously engaged on outside work), with the exception of the voyages specified in 9.7.10, the employee will be entitled to the amount set out below for his/her classification in lieu of other payments under clause 9 – Duties and Remuneration.

After the 1999 Safety Net decision [Print R1999] (\$12.00 per week up to \$510.00, \$10.00 per week above \$510) rates for each classification will be as follows:

| Voyage / Rank | Minimum | Residual | Total Rate |
|--|----------------|-----------------|-------------------|
| Free Running Voyage and Delivery Voyage | | | |
| Master and Chief Engineer | 529.00 | 28.70 | 557.70 |
| Mate (Permanent Tug Master) and Engineer | 496.82 | 27.38 | 524.20 |
| Mate (Casual or Tug Mate) | 399.97 | 21.63 | 421.60 |
| General Purpose Rating | 329.46 | 17.44 | 346.90 |
| Contract Towage | | | |
| Master and Chief Engineer | 649.65 | 36.45 | 686.10 |
| Mate (Permanent Tug Master) and Engineer | 620.38 | 34.72 | 655.10 |
| Mate (Casual or Tug Mate) | 523.82 | 28.98 | 552.80 |
| General Purpose Rating | 453.21 | 24.79 | 478.00 |
| Emergency Towage Operations | | | |
| Master and Chief Engineer | 780.76 | 44.24 | 825.00 |

| | | | |
|--|--------|-------|--------|
| Mate (Permanent Tug Master) and Engineer | 744.94 | 42.06 | 786.20 |
| Mate (Casual or Tug Mate) | 647.66 | 36.34 | 684.00 |
| General Purpose Rating | 576.87 | 32.13 | 609.00 |

After the 2000 Safety Net decision [Print S5000] (\$15.00 per week to all rates) rates for each classification will be as follows:

| Voyage / Rank | Minimum | Residual | Total Rate |
|--|----------------|-----------------|-------------------|
| Free Running Voyage and Delivery Voyage | | | |
| Master and Chief Engineer | 532.00 | 25.70 | 557.70 |
| Mate (Permanent Tug Master) and Engineer | 499.82 | 24.38 | 524.20 |
| Mate (Casual or Tug Mate) | 402.97 | 18.63 | 421.60 |
| General Purpose Rating | 332.46 | 14.44 | 346.90 |
| Contract Towage | | | |
| Master and Chief Engineer | 652.65 | 33.45 | 686.10 |
| Mate (Permanent Tug Master) and Engineer | 623.38 | 31.72 | 655.10 |
| Mate (Casual or Tug Mate) | 526.82 | 25.98 | 552.80 |
| General Purpose Rating | 456.21 | 21.79 | 478.00 |
| Emergency Towage Operations | | | |
| Master and Chief Engineer | 783.76 | 41.24 | 825.00 |
| Mate (Permanent Tug Master) and Engineer | 747.94 | 39.06 | 786.20 |
| Mate (Casual or Tug Mate) | 650.66 | 33.34 | 684.00 |
| General Purpose Rating | 579.87 | 29.13 | 609.00 |

After the 2001 Safety Net decision [Print R00200] (\$13.00 per week up to \$490.00, \$15.00 per week between \$490.00 and \$590, \$17 per week over \$590.00) rates for each classification will be as follows:

| Voyage / Rank | Minimum | Residual | Total Rate |
|--|----------------|-----------------|-------------------|
| Free Running Voyage and Delivery Voyage | | | |
| Master and Chief Engineer | 535.40 | 22.30 | 557.70 |
| Mate (Permanent Tug Master) and Engineer | 503.22 | 20.98 | 524.20 |
| Mate (Casual or Tug Mate) | 406.37 | 15.23 | 421.60 |
| General Purpose Rating | 335.86 | 11.04 | 346.90 |
| Contract Towage | | | |
| Master and Chief Engineer | 656.05 | 30.05 | 686.10 |
| Mate (Permanent Tug Master) and Engineer | 626.78 | 28.32 | 655.10 |
| Mate (Casual or Tug Mate) | 530.22 | 22.58 | 552.80 |
| General Purpose Rating | 459.61 | 18.39 | 478.00 |
| Emergency Towage Operations | | | |
| Master and Chief Engineer | 787.16 | 37.84 | 825.00 |
| Mate (Permanent Tug Master) and Engineer | 751.34 | 35.66 | 786.20 |
| Mate (Casual or Tug Mate) | 654.06 | 29.94 | 684.00 |
| General Purpose Rating | 583.27 | 25.73 | 609.00 |

After the 2002 Safety Net decision [Print S5000] (\$18.00 per week to all rates) rates for each classification will be as follows:

| Voyage / Rank | Minimum | Residual | Total Rate |
|--|----------------|-----------------|-------------------|
| Free Running Voyage and Delivery Voyage | | | |
| Master and Chief Engineer | 539.00 | 18.70 | 557.70 |
| Mate (Permanent Tug Master) and Engineer | 506.82 | 17.38 | 524.20 |
| Mate (Casual or Tug Mate) | 409.97 | 11.63 | 421.60 |
| General Purpose Rating | 339.46 | 7.44 | 346.90 |
| Contract Towage | | | |
| Master and Chief Engineer | 659.65 | 26.45 | 686.10 |
| Mate (Permanent Tug Master) and Engineer | 630.38 | 24.72 | 655.10 |
| Mate (Casual or Tug Mate) | 533.82 | 18.98 | 552.80 |
| General Purpose Rating | 463.21 | 14.79 | 478.00 |
| Emergency Towage Operations | | | |
| Master and Chief Engineer | 790.76 | 34.24 | 825.00 |
| Mate (Permanent Tug Master) and Engineer | 754.94 | 32.06 | 786.20 |
| Mate (Casual or Tug Mate) | 657.66 | 26.34 | 684.00 |
| General Purpose Rating | 586.87 | 22.13 | 609.00 |

9.7.2 The amounts contained in 9.7.1 will only be payable from the time that the tug leaves the wharf to proceed to sea on any special voyage until it ties up at the wharf at the termination of such special voyage.

- 9.7.3** The amounts specified will be all inclusive and the total amount payable to an employee for all outside work performed in each 24 hours midnight to midnight or part thereof.
- 9.7.4** Despite 9.7.3, Free running and Contract voyages rates of pay will apply to each leg as per the award. The calculation for the first day's pay will commence when the vessel departs the wharf. A 24-hour minimum rate of pay will apply for the first day. If the voyage exceeds 24 hours, employees will be entitled to 8 hours pay, at the hourly rate, for each period or part period of 8 hours worked.
- 9.7.5** Despite 9.7.1, on any day on which an employee is put ashore sick or injured, he/she is entitled to 8 hours pay, at the hourly rate, for each period or part period of eight hours worked on that day.
- 9.7.6** Any leave accrued whilst on outside work will for each day accrued be paid and discharged at the appropriate port rate.
- 9.7.7** A casual employee engaged on a special voyage will accumulate leave at the same rate as a regular employee but, for such leave, the employee will not be entitled to any additional payment or casual loading of 9.6 in addition to the rates specified in 9.7.1.
- 9.7.8** Nothing in this subclause will affect the rights of an employee to any salvage reward to which he/she would otherwise be entitled as a result of any salvage operation.
- 9.7.9** A rest period may be given in the out-port depending on the circumstances of the voyage. In the case of a voyage of seven days or more, the maximum rest period

will be 24 hours. In the case of a voyage of less than seven days, the rest period will be determined by the circumstances of the voyage and by discussion between the employer and employees.

9.7.10 Clause 9.7.1 and the payments therein will not apply to the free running voyages:

9.7.10(a) from the ports identified in column 1 to the ports identified in column 2 of the table below, or

9.7.10(b) if column 3 applies, from the ports in column 2 to the ports in column 1.

[9.7.11 varied by PR922336 ppc 02Sep02]

9.7.11 Employees engaged on the free running voyages to which 9.7.10 applies will be entitled to the payments in column 4 of the table in addition to any other payments to which the employees are entitled under clause 9 – Duties and remuneration.

| Column 1 | Column 2 | Column 3 - Applies to return trip | Column 4 - Rate of pay |
|-------------------|------------------------|--|--|
| Port Adelaide | Stanvac | ✓ | 25% of Daily Rate for a Category I Master |
| Port Adelaide | Giles Point | ✓ | as above |
| Port Adelaide | Kleins Point | ✓ | as above |
| Port Adelaide | Ardrossan | ✓ | as above |
| Port Adelaide | Port Lincoln | ✓ | as above |
| Port Pirie | Port Augusta | ✓ | as above |
| Port Pirie | Port Bonython | ✓ | as above |
| Port Pirie | Whyalla | ✓ | as above |
| Port Pirie | Red Cliffs | ✓ | as above |
| Whyalla | Port Augusta | ✓ | as above |
| Whyalla | Red Cliffs | ✓ | as above |
| Whyalla | Port Bonython | ✓ | as above |
| Sydney | Botany Bay | | 50% of 1/5 of the Weekly Base Rate for a Category II Master. |
| Melbourne | Westernport | | \$128.20 per day |
| Geelong | Westernport | | \$128.20 per day |
| Sydney | Newcastle, Port Kembla | | 75% of 1/5 of the Weekly Base Rate for a Category II Master |
| Gladstone | Rockhampton | | \$128.20 per day |
| Half tide Harbour | Mackay | | \$131.20 per day |
| Gladstone | Bundaberg | | \$128.20 per day |
| Mourilyan Harbour | Lucinda | ✓ | \$128.20 per day |
| Mourilyan Harbour | Townsville | ✓ | \$128.20 per day |
| Mourilyan Harbour | Cairns | | \$5.40 per hr, min 8 hrs |
| Townsville | Cairns | | \$128.20 per day |
| Townsville | Lucinda | ✓ | \$128.20 per day |
| Cairns | Lucinda | | \$128.20 per day |

| | | | |
|--|-------------|---|---|
| Cairns | Euston Reef | | \$5.40 per hr, min 8 hrs |
| Hobart, Burnie, Port Latta, Launceston, Devonport, Bowen | Abbot Point | ✓ | 30% of the appropriate hourly rate (This provision will not apply to voyages between Stanley and Port Latta) 30% of Daily Rate for classification |

9.8 Payments for work outside port limits

9.8.1 Employees in ports in the table below will be paid, in addition to wages under clause 9 – Duties and remuneration:

9.8.1(a) The amount in column 1 of the table on each occasion they work on a tug that proceeds outside port limits to supply water to a vessel;

9.8.1(b) The amount in column 2 of the table on each occasion they work on a tug that proceeds outside port limits to assist a vessel;

9.8.1(c) Subject to 9.1.4, the amount in column 3 of the table on each occasion they work on a tug that proceeds a maximum of five miles outside port limits to assist a vessel (or in the case of Weipa, to carry out any work);

9.8.1(d) In the case of Darwin and Mackay the amount in column 3 of the table during work on stores trips.

9.8.2 For the purpose of 9.8 the port limits for Brisbane will be the entrance beacons to the Port in the case of voyages to which column 1 of the table applies and the M3 buoy in the case of voyages to which column 2 applies.

[9.8.3 varied by PR922336 ppc 02Sep02]

9.8.3 Employees will only be entitled to one allowance for each voyage beyond the port limits.

| Port | Column 1 Allowance – Supply Water | Column 2 Allowance – Assist Vessel | Column 3 Allowance – Other |
|--|---|--|---|
| Brisbane | 50% of the Daily Rate | 100% of the Daily Rate for work up to 8 hours between 0800 & 1600 (Mon to Fri), otherwise 200% of the Daily Rate | N/A |
| Bundaberg | 50% of the Daily Rate | N/A | 50% of the Daily Rate |
| Cairns, Townsville, Mackay, Lucinda | 50% of one fifth of the Daily Rate | N/A | In Mackay, \$58.30 for stores runs and \$22.30 for agents runs, outside port limits |
| Gladstone | 50% of the Daily Rate | 50% of one fifth of the Daily Rate | |
| Weipa | N/A | N/A | 50% of the Daily rate |
| Darwin | 50% of the Daily Rate | N/A | \$5.70 per hr (min \$45.60) |

| Port | Column 1 Allowance – Supply Water | Column 2 Allowance – Assist Vessel | Column 3 Allowance – Other |
|------------------------------------|---|--|---|
| Sydney Port Kembla Newcastle | 50% of one fifth of the Weekly Base Rate for Category II Master | 50% of one fifth of the Weekly Minimum Rate for a category II Master | N/A |

9.9 Payments for Shipkeeping and Firefighting

9.9.1 All references to columns in this subclause are references to the columns for the respective ports in the table below.

9.9.2 Subject to 9.9.3, employees who are employed in the ports in the table below will be entitled, in addition to wages under clause 9 – Duties and remuneration, to:

9.9.2(a) the shipkeeping payments in column 1 when engaged in shipkeeping.

9.9.2(b) the firefighting payments in column 2 when engaged in firefighting.

9.9.3 The entitlement of employees to the payments in columns 1 and 2 is subject to the corresponding conditions in column 3.

[9.9.4 varied by PR922336 ppc 02Sep02]

9.9.4 Each employee must be paid an allowance of \$10.10 for each hour worked when attending a fire. The payment applies for the period that the tugboat leaves the wharf to attend the fire until it returns to normal towage or ceases to be engaged in fire-fighting, but does not apply in the port of Bunbury.

| Port | Column 1 Shipkeeping Payment | Column 2 Firefighting Payment | Column 3 Condition to be Satisfied Before Entitlement Arises |
|--|--|--|--|
| Westernport | 55% of the weekly base rate each week | | The employee must be required to remain on board the tug for shipkeeping purposes |
| Bowen | Double the Master's Hourly Rate for the duration of stage 2 (as defined in the company's cyclone contingency procedure). | | The shipkeeping must be performed during a cyclone or cyclone alert and the company's cyclone contingency procedure must apply, and the employee must proceed to sea when the Master deems it necessary for the safety of the tug. |
| Cairns, Townsville, Mackay, Lucinda | Double the Master's hourly rate | | The shipkeeping must be performed during a cyclone or cyclone alert |

| Port | Column 1 Shipkeeping Payment | Column 2 Firefighting Payment | Column 3 Condition to be Satisfied Before Entitlement Arises |
|-------------|---|--|--|
| Bunbury | N/A | Double the Hourly Rate | |
| Darwin | Double the Master's hourly rate | | The shipkeeping must be performed during a cyclone alert or cyclone alert. The firefighting payment applies when the employee is actively engaged in extinguishing a fire on board a vessel. |

9.10 Miscellaneous payments

[9.10 varied by PR921700; PR922336 ppc 02Sep02]

Employees in the ports in column 1 of the table below will be entitled to the payments contained in column 2, in the circumstances set out in column 3.

| Port | Payment | Circumstances for payment |
|----------------------|---|--|
| Mourilyan Harbour | \$22.30 per trip | Customs, Doctors or Surveyors runs |
| Mackay | \$5.70per hour | Agent runs when vessel anchored off Prudoe Island |
| Mackay | \$9.70 per day | Assisting dredging Mackay Harbour |
| Mackay | \$8.30 in ordinary hours \$11.90 in overtime hours | Towing barges to/from Hay Point |

10. ORDINARY HOURS OF WORK

10.1 Subject to 10.2 the ordinary hours of duty will be worked in not more than 8 consecutive hours (exclusive of meal hours) on any day between the hours of 0700 and 1700.

10.2 The span of hours in which ordinary hours may be worked will be as specified in Table 1.

10.3 Meal breaks

10.3.1 Employees will be granted meal breaks in accordance with the port specific arrangements specified in Table 4.

10.3.2 Where 9.5 is not invoked employees working through meal breaks will be paid the payments prescribed for the relevant port in column 3 of Table 4.

11. TIME AND METHOD OF PAYMENT

11.1 Employees will be paid weekly by electronic funds transfer into a nominated account.

11.2 The prescribed wage will be paid at the weekly rate for each completed week of work. In respect of the days not comprising a complete week, payment will be made for each completed day at the daily rate.

11.3 Payment upon termination will be made in accordance with the provisions of the Act.

11.4 An employer and employees (including individual employees) may reach agreement at enterprise level on how the provisions of this clause are to apply.

12. ALLOWANCES

12.1 Industrial and protective clothing

12.1.1 For each employee covered by this award who is required to wear industrial or protective clothing and equipment as stipulated by a relevant law or by the employer, the employer must reimburse the employee for the full cost of purchasing the industrial or protective clothing and equipment. The provisions of this subclause do not apply where the industrial or protective clothing and equipment is, or has been, paid for or provided by the employer and the employer replaces items on a fair wear and tear basis.

[12.1.2 varied by PR922336 ppc 02Sep02]

12.1.2 Employees will be paid an allowance of \$43.70 per annum towards the purchase of sunglasses for use during work.

12.1.3 Employees are responsible for the safekeeping on board the vessel of each item of protective clothing.

12.1.4 An employer may require an employee to sign a receipt for the issue of such clothing and equipment.

12.2 Meal allowance

[12.2.1 varied by PR922336 ppc 02Sep02]

12.2.1 Subject to 12.2.4 each employee will receive a meal allowance of \$9.30 for each day worked.

[12.2.2 varied by PR922336 ppc 02Sep02]

12.2.2 Should an employee be required to work through 10.00 p.m. on any day, whether it is continuous with ordinary hours or not, an additional \$4.60 allowance will be paid provided that if work continues past midnight the employee will not be entitled to the daily meal allowance of \$9.30 for that day unless there is a further resumption of duty on that day.

[12.2.3 varied by PR922336 ppc 02Sep02]

12.2.3 Under no circumstances will an employee be entitled to more than one payment of \$9.30 in any one day.

12.2.4 In lieu of the entitlements in 12.2.1, 12.2.2 and 12.2.3, employees who are employed in the ports in the table below will be entitled to the meal allowance in column 1 to purchase meals and/or provisions for meals whilst on duty. In Port Adelaide, Port Pirie and Whyalla, the meal allowance in the table below is in addition to the meal allowance in 12.2.1.

12.2.5 The period in respect of which the meal allowance will be payable is identified in column 2. Where a lesser period is worked the meal allowance will be the proportion of the amount in column 1 that the period worked bears to the period in column 2.

[12.2.6 varied by PR922336 ppc 02Sep02]

12.2.6 In lieu of the entitlements in 12.2.1, 12.2.2 and 12.2.3 an employee required to remain to crew a tug for delivery trips between any of the two ports - Sydney, Newcastle and Port Kembla will be paid an allowance of \$29.40.

| Port | Column 1 – Meal allowance | Column 2 – Period |
|---------------------------------------|--|--------------------------|
| Brisbane, Bowen, Bundaberg, Gladstone | \$65.00 | 7 day week |
| Dalrymple Bay/Hay Point | \$65.00 | 7 day week |
| Darwin | \$73.60 | Per 7 day week |
| Newcastle | Night crew only \$9.30 (plus \$4.60 if on duty for more than 4 hrs after normal finish time) | Per day |
| Melbourne Westernport Geelong | \$22.40 | Each day of duty |
| Portland | \$1645.60 | Per annum |
| Port Adelaide, Port Pirie, Whyalla | \$9.30 | Per trip |

12.2.7 The provisions of 12.2 will not apply where the employer provides proper meals.

12.3 Ringing for orders

12.3.1 Subject to 12.3.3 an employee who is required by their employer to telephone for orders will:

[12.3.1(a) varied by PR922336 ppc 02Sep02]

12.3.1(a) if the employee has a telephone installed at home, be reimbursed the annual rental of such telephone plus an amount of \$134.00 per annum (or in the case of Geelong, \$187.00, and Geraldton \$199.00) for calls necessarily incurred by ringing for such orders; or

[12.3.1(b) varied by PR922336 ppc 02Sep02]

12.3.1(b) if the employee does not have a telephone installed, the employee will be paid an amount of \$258.00 equal to the sum of the said annual rental and the said \$134.00.

12.3.1(c) ratings in Melbourne required to wait for orders at a mutually agreed time will be paid two hours at time and one half for any day for each such direction.

[12.3.1(d) varied by PR922336 ppc 02Sep02]

12.3.1(d) permanent employees in Portland will be paid an amount of \$449.00 per annum (which may be paid half yearly at the employer's discretion) in lieu of the payments in 12.3.1(a) and 12.3.1(b).

12.3.2 The employer will reimburse full installation costs of a new service and pay transfer costs on one occasion during an employee's period of service. Further transfers may be reimbursed at the employer's discretion.

[12.3.3 varied by PR922336 ppc 02Sep02]

12.3.3 In lieu of the payments in 12.3.1 employees in Dampier will be paid an amount of \$224.00 per annum for calls made on behalf of the company.

12.4 Maintenance

[12.4.1 varied by PR922336 ppc 02Sep02]

12.4.1 An employee who at the request of the employer is required to perform emergency maintenance work (as defined in clause 6 - Definitions) on board a tug outside ordinary hours, will be paid an additional allowance as follows:

| Category | \$/hour |
|----------------------------|----------------|
| Category 2 Master/Engineer | 56.00 |
| Category 2 Mate | 38.90 |
| Category 1 Master/Engineer | 53.70 |
| Category 1 Mate | 42.10 |
| General Purpose Rating | 33.90 |

12.4.2 The allowance in 12.4.1 does not apply to casual employees, employees in receipt of overtime payments or payment in accordance with clause.

12.4.3 The provisions of 12.4.1 are subject to any additional payment which may otherwise be prescribed in each port.

12.5 Loss of personal effects allowance

12.5.1 General work - other than outside work

[12.5.1 varied by PR922336 ppc 02Sep02]

If by fire, explosion, foundering, shipwreck, collision or stranding, an employee sustains damage to or loss of his/her personal effects or equipment, the employer will compensate the employee for such damage or loss by a payment equivalent to the value thereof to a maximum of \$1485.00. The maximum payable for any one article is limited to \$395.00.

12.5.2 Outside work

[12.5.2(a) varied by PR922336 ppc 02Sep02]

12.5.2(a) If by fire, explosion, foundering, shipwreck, collision or stranding an employee sustains damage to or loss of his/her personal effects or equipment, the employer will compensate the employee for such damage or loss by a payment to the value of the item. This payment will not exceed \$3282.00 in the case of an officer or \$2370.00 in the case of a rating.

12.5.2(b) This rate will not apply in ports where tugboats crews already receive payment for maintaining a firewatch.

12.6 Insurance allowance

12.6.1 Outside work

12.6.1(a) An employee who is engaged on outside work by an employer (other than an employee regularly or continuously engaged on outside work) is entitled to be paid by the employer an annual allowance equal to the annual premium paid by the employee to obtain a policy of insurance, approved in advance by the employer, which provides a benefit to the employee of \$100,000 upon his/her death whilst engaged on outside work.

12.6.1(b) This clause does not apply where the employee's employer maintains an insurance policy, or self-insures, in order to provide a benefit to the employee of \$100,000 upon his/her death whilst engaged on outside work.

12.6.2 Firefighting

12.6.2(a) An employee who is engaged in firefighting by an employer is entitled to be paid by the employer an allowance equal to the annual premium paid by the employee to obtain a policy of insurance, approved in advance by the employer, which provides a benefit to the employee of \$130,000 in the case of death or total and permanent disability caused by bodily injury of the employee whilst engaged in firefighting.

12.6.2(b) This subclause does not apply if the employee's employer maintains an insurance policy, or self-insures, in order to provide a benefit to the employee of \$130,000 in the case of death or total and permanent disability caused by bodily injury of the employee whilst engaged in firefighting.

12.6.3 Total and permanent disability

For the purposes of 12.6.2(b), **total and permanent disability** means incapacitation to the following extent:

12.6.3(a) the loss of two limbs (where limbs include the whole of one hand or the whole of one foot) or the sight of both eyes or the loss of one limb and the sight of one eye; or

12.6.3(b) after a period of six consecutive months continuous absence from his/her employment on account of injury which is proved to the satisfaction of the Insurer (after considering such medical or other evidence or advice as they may require from time to time) the employee is unable or unlikely ever again to be able to undertake any form of remunerative work for which he/she is reasonably fitted by education or training or experience.

12.6.4 Indemnity

The employer must indemnify the Master and crew of a tug engaged in fire-fighting operations against all claims, demands, actions, suits, causes of action and payment of money whatsoever arising out of or relating to their engagement in firefighting operations. It is also stipulated that nothing undertaken within this clause will affect the right of the Company to limit liability or the application of the customary Towage Conditions of the Company.

12.7 Victualling and accommodation allowance in out-ports

[12.7.1 varied by PR922336 ppc 02Sep02; corrected by PR930471 ppc 02Sep02]

12.7.1 Where an employee is not at his/her home port and is required to eat ashore and or sleep ashore the following allowances will be payable:

| | Allowance |
|-------------------------|------------------|
| | \$ |
| Breakfast | 10.40 |
| Lunch | 12.10 |
| Dinner | 19.60 |
| Accommodation (per day) | 59.00 |
| Total daily allowance | 101.10 |

12.7.2 An employee will only be entitled to the accommodation allowance if:

12.7.2(a) the place at which the employee sleeps is not his/her usual place of residence; and

12.7.2(b) the employee produces evidence to the reasonable satisfaction of the employer that the employee has properly incurred expenditure on the provision of accommodation for him or her self for the night or nights in question.

12.7.3 In the case of casual employees, the provisions of this clause only apply if the casual employee is engaged to perform work on a tug at a port which is not the home port of the permanent employees in the tug crew.

12.8 Travelling

12.8.1 This clause applies where an employee is either travelling from his/her home port to another port at the direction of the employer or travelling to his/her home port from another port at the direction of the employer.

12.8.2 The employer will reimburse the employee for the reasonable cost of the transport required by the employer to be used. This clause will not apply where the employer provides and/or pays for the cost of such transport.

12.8.3 In the case of an employee who is paid on the basis of minimum wages and overtime, time spent travelling will be paid at the appropriate rates.

12.8.4 In the case of an employee who is paid an aggregate wage no additional payment is payable for time spent travelling.

12.8.5 All references to columns in 12.8 are references to the columns for the respective ports in Table 2.

12.8.6 Employees who are employed in the ports in Table 2 and who are not provided with transport by the employer, will be entitled to the allowance in column 1 for travel between work and the employee's usual place of residence in the circumstances set out in column 2.

12.8.7 The provisions in column 3 will also apply.

12.9 Expenses

12.9.1 The employer will reimburse an officer for any expenses reasonably incurred by the officer in the performance of his/her duties on behalf of the employer.

12.9.2 As well as to other matters, this clause will apply to enquiries as to casualties or as to the conduct of employees and to proceedings for any alleged breach of any maritime or port or other regulations, unless the authority conducting the enquiry or proceedings finds that such enquiry or proceedings have been occasioned by the default or misconduct of the employee or, in the event of an appeal therefrom the appellate Tribunal finds that such enquiry or proceedings have been occasioned by the default or misconduct of the employee.

12.9.3 If the employer disputes his/her liability under this clause the question will be referred to the Commission for determination.

12.10 Area and Port allowances

12.10.1 All references to columns in subclause are references to the columns for the respective ports in the table below.

12.10.2 Subject to 12.10.3, employees who are employed in the ports in the table below will be entitled, in addition to wages under clause 9 – Duties and remuneration, to the area allowance in column 1 if the conditions set out in column 2 are satisfied.

[12.10.3 varied by PR922336 ppc 02Sep02]

12.10.3 The allowances in column 1 will be reduced in accordance with the discounting provisions in column 3.

| Port | Column 1 Area/Port Allowance | Column 2 Condition to be Satisfied Before Entitlement Arises | Column 3 Discount Provision |
|-------------|---|---|--|
| Botany Bay | 10% of the Hourly Rate of a Category II Master for each hour worked | The employee must be working on a tug stationed at Botany Bay | N/A |

| Port | Column 1 Area/Port Allowance | Column 2 Condition to be Satisfied Before Entitlement Arises | Column 3 Discount Provision |
|---|---|--|--|
| Bowen | \$7662 per annum payable monthly | The employee must be required by the employer to move vessels at the time and to the place required. | The allowance will be discounted by a factor of 0.5434 for each vessel where tug crews do not move a vessel at the time and to the place required. |
| Dalrymple Bay | \$10705 per annum payable monthly | | |
| Hay Point | \$10705 per annum payable monthly | | |
| Mackay, Townsville, Cairns, Mourilyan | One and a half hour's pay | If an employee is notified after 1630 on Friday of additional tug commitments for Sat, Sun and public holidays | N/A |
| Kwinana | \$20.50 per week | N/A | N/A |
| Portland | \$522 per annum | The employee must be a seaman undertaking a range of work including duties on the vessel "Lewis" and in the mooring gang where no tugs are used. | N/A |
| Weipa | \$3038 per annum | N/A | N/A |
| Koolan Island | \$8.10 per week | N/A | N/A |
| Fremantle | if condition 1 in column 2 applies, \$5.80 per week, or if condition 2 in column 2 applies, \$1.10 per day | 1. The employee must be from Fremantle and working on a tug stationed at Kwinana for four days or more. 2. The employee must be from Fremantle and working on a tug stationed at Kwinana for less than four days in any week. | |

12.11 Resumption of duty

12.11.1 In ports other than Melbourne or Western port where 9.5 is not invoked the following will apply:

12.11.1(a) When an employee who has ceased duty on any day is required thereafter to resume duty otherwise than in a consecutive extension before or after ordinary duty for the day, the employee will be entitled to a minimum payment of four hours for each resumption but, if the employee has to resume duty on two occasions during the hours between 1800 hours on the one day and 0500 hours on the following day will be entitled to a payment for the whole of the time from the commencement of the first to the

termination of the last resumption. No break in duty will be of less than six hours duration from the time the employee is relieved from work. In computing a break of duty in relation to this subclause time off duty before the ordinary finishing time of the day up to 1600 hours will not count except on Saturdays, Sunday and public holidays.

12.11.1(b) In addition to the payment prescribed in 12.11.1 for each resumption of duty on any day, otherwise than in a consecutive extension before or after ordinary duty for the day, the employee will be entitled to payment of travelling time for one hour at the employees ordinary rate of pay.

12.11.1(c) If an employee is required to resume duty after the ordinary finishing time of the day, when possible, will be given details of the work expected to be done up to and including the ordinary starting time the next day.

12.11.2 In the ports of Melbourne and Western port there will be a break of not less than 6 hours between cessation of duty on one day and commencement of duty on the next. The said period of six hours will be reduced by the closing down and opening up times.

13. LEAVE

[13 varied by V001; substituted by V002 from 14Dec99]

13.1 A permanent employee shall be entitled to 168 days free of duty in each year, or to proportionate leave for any continuous service of less than a year.

13.2 The leave prescribed in clause 13.1 above includes:

13.2.1 104 intervals of leave, being in lieu of weekends;

13.2.2 annual leave;

13.2.3 public holidays for the port concerned; and

13.2.4 an additional 28 days leave, to give effect to a 35 hour week (where a 35 hour week is worked, the additional 28 days leave will not apply, and the entitlement in 13.1 will reduce accordingly).

13.3 Despite clause 13.1, employees will not accrue leave from duty (except annual leave) whilst absent from service on account of workers compensation or leave without pay. An employee's leave entitlement under clause 13.1 will be debited by 0.857 of a day for each day of absence referred to in this clause.

13.4 Employers will consult with their employees and prepare a roster providing for the taking of leave from duty. Where practicable, the roster should provide for predictability to the taking of 140 days of leave from duty in each year (or the proportion of the employee's entitlement to rostered leave days in a year that 140 bears to 168).

13.5 Despite the provisions of this clause, the value of any leave given to the employee in advance shall be deducted, upon termination of employment, from any monies owing to an employee.

13.6 Public Holidays

13.6.1 In ports where 9.5 is not invoked the undermentioned holidays will apply:

- New Years Day
- Australia Day
- Labour Day
- Good Friday
- Easter Monday
- ANZAC Day
- Queen's Birthday
- Christmas Day
- Boxing Day or
- Such other day as is generally observed in the locality

13.6.2 In ports where 9.5 is not invoked, an employee required to work on any of the days specified in 13.6.1 in addition to the ordinary rate of pay will be paid for all hours worked within ordinary hours at the rate of time and one half, and outside ordinary hours at the rate of double time and one half with a minimum payment of four hours.

13.7 Continuous service

For the purposes of this clause a permanent employee shall be deemed to have served continuously for the aggregate of his/her service although the service may have been temporarily interrupted (by up to 21 days) by transfer to some other work of his/her employer, or for the convenience of the employer, or by suspension of operations, or the need to carry out repairs or maintenance on a tug that the employee is rostered to work on.

13.8 Long Service Leave

13.8.1 An employee will accrue long service leave in accordance with relevant state legislation. Except as otherwise provided in clause 13.9.2, accrued leave will be converted into days, on the basis that each week of leave equals 5 days.

13.8.2 For each day absent on long service leave one day's long service leave entitlement shall be debited. For the avoidance of doubt, this clause does not entitle employees to take long service leave in single day blocks.

13.8.3 If a public holiday falls in a period of long service leave, then in States where the applicable long service leave legislation requires it, the employee will be credited an extra day of long service leave.

13.9 Effect of Long Service Leave on Rostered Leave

13.9.1 This clause does not apply to towage operations that do not provide crew with a 168 days fully predictable leave system.

13.9.2 Despite clause 13.1, if during a year an employee is absent on long service leave, then the employee's entitlement to rostered leave for that year will be the sum of **A + B** below:

- A** A is the relevant proportion (%) of 168 days, less any rostered leave days debited under clause 13.3.

The relevant proportion (%) = the employee's weeks of service in the year (excluding the number of calendar weeks of long service leave taken), divided by 52.

For Example: Where an employee takes 13 weeks of long service leave in a year, the relevant proportion is calculated as follows: $39/52 = 75\%$. In this example, **A** = 75% of 168 days, less any days debited under clause 13.3.

- B** B = 0.549 days of rostered leave for each 'converted' day of absence on long service leave. (This accrual factor includes weekends and annual leave).

'Converted' days of long service leave are determined on the basis that one calendar week of long service leave = 5 days

For Example: Where an employee takes 13 weeks of long service leave (i.e 65 converted days of long service leave) in a year, **B** = 0.549 x 65

- 13.9.3** If an employee returns from long service leave onto the normal roster and thereby takes rostered leave in excess of the employee's leave entitlement under this clause, the employee's rostered leave entitlement will be debited accordingly, and the excess leave taken may be recovered by the employer in accordance with arrangements to be determined at the enterprise level.

- 13.9.4** For the avoidance of doubt, the rostered leave that an employee becomes entitled to in respect of service in any year before taking long service leave, is included in the rostered leave which the employee is granted in that year following the employee's return from long service leave.

14. SICK LEAVE AND COMPASSIONATE LEAVE

14.1 Sick leave

- 14.1.1** An employee who has worked continuously with an employer for not less than 3 months, and who is unable to attend for duty on any day during ordinary hours, by reason of personal illness or incapacity (not due to the employee's serious or wilful misconduct), will be entitled to paid leave of absence at the employee's hourly rate during each hour when the employee is unable to attend for duty, for a period or periods not exceeding in aggregate 10 days per annum.

- 14.1.2** An employee will not be entitled to paid leave of absence under this clause for any period in respect of which the employee is entitled to workers compensation.

- 14.1.3** The rights of an employee to sick leave under this clause will accumulate so long as the employee's employment continues with the employer. Any part of the employee's entitlement which has not been allowed in any year may be claimed by the employee and will be allowed by the employer, subject to the conditions prescribed by this clause, in a subsequent year of continued employment.

- 14.1.4** An employee's entitlement to sick leave will be subject to the following conditions:
- 14.1.4(a)** the employee will inform the employer as soon as is practicable, and in any case within 24 hours of the commencement of an absence, of the employee's inability to attend for duty, and so far as possible, the employee will state the nature of his/her illness or incapacity and the estimated duration of the absence;
 - 14.1.4(b)** the employee will furnish to the employer evidence, whether by way of medical certificate or otherwise, as the employer reasonably requires, that the employee was unable on account of such illness or incapacity to attend for duty during the period or periods for which sick leave is claimed, provided that an employee will not be required to produce a medical certificate in respect of a single day's absence.
- 14.1.5** For the purpose of this clause an employee will be deemed to have served continuously for the aggregate of the employee's services, although such service has been interrupted temporarily by a transfer to some other work of the employer, or by suspension or breakdown of machinery or plant, or by any period of leave of absence on account of holidays or sickness to which the employee is entitled to under this award, or by leave granted by the employer.
- 14.1.6** For the purpose of this clause, service also includes service before the commencement of this award.

14.2 Compassionate leave

- 14.2.1** An employee will be entitled to a maximum of 3 days consecutive leave without deduction of pay:
- 14.2.1(a)** on the death within Australia of the employee's legal spouse, mother, father, brother, sister, child, stepchild, mother-in-law, father-in-law, grandfather, grandmother or grandchild.
 - 14.2.1(b)** on an occasion when an employee travels overseas in connection with the death outside Australia of one of the relatives specified in 14.2.1(a).
Provided that:
 - 14.2.1(b)(i)** the employee gives notice of intention to take such leave as soon as reasonably practicable after the death of the relative;
 - 14.2.1(b)(ii)** the employee produces satisfactory evidence or proof of death of the relative; and
 - 14.2.1(b)(iii)** the entitlement will not apply during any period of other leave.

15. REST PERIOD AND PAYMENT FOR EXTENDED DUTIES

- 15.1** All references to columns in this clause are references to the columns for the respective ports in Table 3.

- 15.2** The exhaustion threshold in a port is the period of continuous working hours identified in column 1 for the port.
- 15.3** Subject to the 15.4 and 15.7, an employer may require an employee to perform work continuously beyond the exhaustion threshold where:
- 15.3.1** it is reasonably necessary to meet the operational requirements;
 - 15.3.2** the employer endeavours to terminate the period of continuous work as soon as practicable; and
 - 15.3.3** the employer grants the employee a rest period for no less than the number of hours specified in column 2 before requiring the employee to resume duty.
- 15.4** Any employee required to work continuously beyond the exhaustion threshold must be paid in accordance with the rate or additional payment specified in column 3 for each hour (or part thereof) in excess of the exhaustion threshold.
- 15.5** For the purposes of this clause, an employee's continuity of work is to be regarded as unbroken by:
- 15.5.1** meal breaks if column 4 applies to the port; and
 - 15.5.2** any other authorised period off duty less than the number of hours specified in column 5.
- 15.6** In ports to which column 6 applies, work associated with opening up or closing down a tug does not count as duty or working time unless the remainder of the crew is on duty and working at that time.
- 15.7** The special provisions identified in column 7 for a port or employer will apply and prevail over inconsistent provisions in this clause.

16. ACCIDENT PAY

- 16.1** An employer will pay, and an employee will be entitled to receive, accident make up pay in accordance with this clause.
- 16.2** **Accident makeup pay** means a weekly payment of an amount, being the difference between the weekly amount of compensation paid to an employee, and the weekly aggregate wage to which the employee is entitled in the classification under which the employee is employed at the date of injury, or, where the incapacity is for a lesser period than one week, the difference between the amount of compensation and the award rate for that period.
- 16.3** An employer will pay its employee accident makeup pay if the employee receives an injury for which compensation is payable by or on behalf of the employer pursuant to the provisions of applicable workers compensation legislation.
- 16.4** An employer will pay accident makeup pay during the incapacity of the employee within the meaning of the applicable legislation, until the incapacity ceases, or until the expiration of a period of 52 weeks from the date of injury, whichever event first occurs.

- 16.5 The termination of the employee's employment for any reason during the period of incapacity will not affect the liability of the employer to pay accident pay under this clause.
- 16.6 An employee will not be entitled to any payment under this clause in respect of any period of paid annual leave or long service leave, or for any paid public holiday.
- 16.7 If an employee receives a lump sum payment in redemption of weekly payments under the legislation, the liability of the employer to pay accident makeup pay under this clause ceases from the date of the redemption.
- 16.8 If the employee recovers damages from the employer or from a third party in respect of the injury, independently of the legislation, the employee must repay to the employer the amount of accident makeup pay which the employer has paid under this clause, and the employee will not be entitled to any further accident pay.

17. DISPUTE SETTLING PROCEDURES

- 17.1 In the event of a dispute arising in the workplace, the procedure to be followed to resolve the matter will be as follows:
 - 17.1.1 The employee and their supervisor will meet and confer on the matter.
 - 17.1.2 If the matter is not resolved at such a meeting, the parties will arrange for further discussions between the employee and his/her nominated representative, if any, and more senior levels of management.
 - 17.1.3 If the matter is still not resolved, a discussion will be held between the employer or the employer representative and the relevant union or other employee representative.
 - 17.1.4 If the matter cannot be resolved it may be referred to the Commission.
 - 17.1.5 While parties attempt to resolve the matter, work will continue as normal unless an employee has reasonable concern about an imminent risk to his/her health and safety.

18. TERMINATION OF EMPLOYMENT

18.1 Permanent employees

18.1.1 Notice of termination by employer

18.1.1(a) Officers

In order to terminate the employment of an officer the employer must give to the employee the following written notice:

| Period of continuous service | Period of notice |
|--|-------------------------|
| 1 year or less | 2 weeks |
| More than 1 year but less than 4 years | 6 weeks |
| More than 4 years | 8 weeks |

18.1.1(b) Ratings

In order to terminate the employment of a rating the employer must give to the employee the following written notice:

| Period of continuous service | Period of notice |
|--|------------------|
| 1 year or less | 1 weeks |
| 1 year up to the completion of 3 years | 2 weeks |
| 3 year up to the completion of 5 years | 3 weeks |
| 5 years and over | 4 weeks |

18.1.1(b)(i) In addition to the notice in 18.1.1(b), ratings over 45 years of age at the time of the giving of the notice, with not less than two years continuous service, will be entitled to an additional week's notice.

18.1.2 Payment in lieu of the notice prescribed in 18.1.1 may be made.

18.1.3 An employer may terminate an employee's employment by giving part of the notice prescribed in 18.1.1 and part payment in lieu thereof.

18.1.4 In calculating any payment in lieu of notice, the wages an employee would have received in respect of ordinary time the employee would have worked during the period of notice if the employee's employment had not been terminated must be used.

18.1.5 Despite the above provisions, an employer may terminate an employee's employment without notice, or payment in lieu of notice, for misconduct.

18.1.6 Notice of termination by employee

An employee may terminate his/her employment by giving the employer the following notice in writing:

18.1.6(a) in the case of officers, two weeks' notice;

18.1.6(b) in the case of ratings, one week's notice.

18.1.7 If an employee fails to give the required notice, the employer may withhold moneys due to the employee to a maximum amount equal to the employee's ordinary wage or salary for the period of notice.

18.2 Casual employees

The employment of a casual employee terminates at the end of each period of duty.

TABLE 1 - ORDINARY HOURS OF WORK (CLAUSE 10)

| Port | Ordinary hours |
|---------------------------------|--|
| Sydney, Botany Bay, Port Kembla | Day Crew -7:00 –16:00 (15:00 on Saturdays) |

| | |
|---|---|
| | Night Crew 16:00 – 24:00 |
| Newcastle | Day Crews 8:00 – 16:00 Night Crew 16:00 – 24:00; 24:00 – 8:00 |
| Port Adelaide, Port Pirie, Whyalla, Portland, | 7:00 – 17:00 any day |
| North Queensland Marine Towage | 0700 – 1600 (Mon – Fri) |
| Weipa | 8:00 – 16:30 |
| Brisbane, Gladstone | 8:00 – 16:00 |
| Bundaberg, Bowen Towage Services Pty Ltd, Hay Point Towage Services | 8:00 – 16:00 (Mon – Fri) |
| Melbourne, Westernport | 7:00 – 17:00 |
| Geelong | 8:00 – 16:45 |
| Kwinana | 35 hr/week shift work arrangements |
| Bunbury | 7:00 – 17:00 |
| Fremantle/Albany | 7:00 – 17:00 |
| Port Hedland Towage Services | 7:30 – 16:30 |
| Geraldton | 7:00 – 17:00 any day |
| Burnie, Devonport, Port Latta | 7:30 – 16:30 |
| Launceston | 7:30 – 16:30 |
| Hobart | 8:00 – 17:00 |
| Darwin | 8:30 – 12:00 |
| Hunter Towage Services Pty Ltd | 8:00 – 16:00 Day Shift (on call to 20:00) 20:00 – 4:00 Night Shift (on call to 8:00) |

TABLE 2 - TRAVELLING ALLOWANCES (CLAUSE 12.8)

[Table 2 substituted by PR922336 ppc 02Sep02]

| Port | Column 1 – Allowance | Column 2 - Circumstances in which entitlement arises | Column 3 - Other provisions |
|----------|--|--|--|
| Brisbane | 59 cents/km (max 50 km), and where applicable reimbursement of the Gateway Bridge Toll | When: (i) an employee is required to finish or commence duty between 1800 on one day and 0800 the following day ; and (ii) the employee uses his/her own vehicle to travel to or from the employee's residence. | While public transport is not available to Whyte Islandan employee required to use his/her own car and who commences or finishes duty on any day between 0800 and 1800 is entitled to an allowance based on a journey of 7 kilometres. |
| Bowen | 6 hours pay at the Hourly Rate for a Rating | Payable each working week | |

| Port | Column 1 – Allowance | Column 2 - Circumstances in which entitlement arises | Column 3 - Other provisions |
|---|---|--|--|
| Bundaberg Gladstone | Half an hour at Rating's Hourly Rate. Reimbursement for the reasonable cost of transport to or from the employee's residence and work (max 35kms) | When: (i) an employee is required to report for duty or finish duty at a time when normal public transport is not available; and (ii) the employee is required to use his/her own vehicle for transport. | |
| Dalrymple Bay | 59 cents/km (max 100km) | When an employee travels to and from Halftide | |
| Mackay Townsville Cairns Mourilyan | 59 cents/km (max 29.5km per day, Monday to Sunday) | When an employee is required to report for duty at irregular hours and at short notice, or to or from a temporary place of employment. | |
| Port | Column 1 – Allowance | Column 2 - Circumstances in which entitlement arises | Column 3 - Other provisions |
| Darwin | 59 cents/km (Max 29.5 km per day Monday to Sunday) | When an employee uses his/her own vehicle to travel: (i) to or from the regular place of employment at irregular hours and at short notice, or (ii) to or from a temporary place of employment from the regular place of employment. | |

| Port | Column 1 – Allowance | Column 2 - Circumstances in which entitlement arises | Column 3 - Other provisions |
|-------------------------------------|-----------------------------|--|--|
| Melbourne Westernport Geelong | \$26.60 (Max 40kms) | When an employee commences or finishes work at a time when public transport is not available | Public transport is deemed not be available when: (i) the employee is required for duty at or before 0700 hours Mon-Fri, or on weekends or public holidays; (ii) an employee ceases duty at or later than 8pm Mon-Fri; (iii) the employee is given a break of six hours or less between cessation of duty on one day and the start of duty on the next day; (iv) the employee has been on duty for 18 hours or more and is required for duty the next day. |
| Portland | 59 cents/km (max 12 km) | When an employee is required to commence or cease work in overtime hours. | |
| Port | Column 1 – Allowance | Column 2 - Circumstances in which entitlement arises | Column 3 - Other provisions |
| Port Kembla | 59 cents/km (max 28km/day) | When: (i) an employee is required to report for duty or finish duty at a time when normal public transport is not available; and (ii) the employee is required to use his/her own vehicle for transport. | In Port Kembla normal public transport is deemed not available before 7am or after 4pm Monday to Friday, and on weekends and public holidays. |

| | | |
|------------|-------------|---|
| Port Pirie | 59 cents/km | Where: (i) the employee is required to commence work or finish work before 0730 and after 2000 on any day; and (ii) the employer and employee agree that the employee will use his/her own vehicle for transport. |
|------------|-------------|---|

| Port | Column 1 – Allowance | Column 2 - Circumstances in which entitlement arises | Column 3 - Other provisions |
|----------------------------|-----------------------------|--|---|
| Fremantle, Albany, Bunbury | 59 cents/km | Where: (i) the employee is required to attend for duty before 7am (Monday to Sat) or before 10am (9am in Bunbury) (Sunday and holidays); (ii) the employee is required to finish duty after 9pm (10pm in Bunbury) on any day; (iii) where the employee is required to resume duty in overtime hours after ceasing duty for the day. | In Fremantle this clause only applies to travel within a radius of 30 kms of the office of the Fremantle Port Authority. In Albany and Bunbury this clause only applies to travel from the employee's home to the town jetty (or in the case of Bunbury up to a maximum of 16 kms from the town jetty). In Fremantle, an employee who commenced employment with the employer before 8 Nov 1977 and is required to work on a tug stationed at Kwinana will be paid \$1.19 for each day he/she is required to use his/her own vehicle to travel to work at Kwinana. |
| Kwinana | 59 cents/km | Where: (i) the employee is required to attend for a call out; and (ii) the travel is within a radius of 40km of the Service Jetty of the BP Refinery | |

| Port | Column 1 – Allowance | Column 2 - Circumstances in which entitlement arises | Column 3 - Other provisions |
|---|--|--|--|
| Burnie Devonport Port Latta Launceston | 59 cents/km (max 25km) | Where an employee is required to commence or cease work in overtime hours. | A minimum allowance of 74 cents/trip applies to trips in Launceston and Burnie |
| Hobart | \$9.30 each way | Where an employee is required to commence duty outside normal working hours. | No allowance is payable where duty continues after normal working hours. |
| | 59 cents/km | Where employee is required to use his/her own vehicle for travel within ordinary hours of work. | |
| Sydney Botany Bay Newcastle | 59 cents/km (max 23.4 km/trip) | When: (i) an employee is required to report for duty or finish duty at a time when normal public transport is not available; and (ii) the employee is required to use his/her own vehicle for transport. | Normal public transport is deemed unavailable when: (i) the employee commences work at or between the following times: Sydney: 6 pm one day/6am next day Botany Bay: 4pm one day/7am next day Newcastle: 6pm one day/7am next day; (ii) the employee has to arrive at the tug more than 30 minutes before the starting time; (iii) the employee has to wait at the point of pick up for more than 30 minutes when travelling home |
| | Amount equal to taxi fare to their home or the cost charged to the employer through a taxi company | Where an employee is required to report for duty or who finishes duty outside ordinary hours at a time when normal public transport is not available | |

| Port | Column 1 – Allowance | Column 2 - Circumstances in which entitlement arises | Column 3 - Other provisions |
|--------------------------|--|---|--|
| Port Adelaide Whyalla | Reimbursement of reasonable costs of transport | <p>When:</p> <ul style="list-style-type: none"> (i) an employee is required to commence work or finish work before 7am and after 9am on any day; or (ii) where public transport is not available; or (iii) where an employee is required to work on a Saturday, Sunday or public holiday. <p>When an employee is required to commence or finish work before or after normal ordinary time.</p> | |
| Geraldton | 59 cents/km | <p>When:</p> <ul style="list-style-type: none"> (i) an employee is required to commence work before 6am or cease duty later than 10pm on any day; or (ii) resume duty after more than 2 hours after completion of ordinary duty on any day. | This provision only applies to travel between the employee's home to the town jetty or up to a max of 15kms from the town jetty. |

TABLE 3 - AVOIDANCE OF PHYSICAL EXHAUSTION (CLAUSE 15)

[Table 3 substituted by PR922336 ppc 02Sept02]

| Port | Column 1 Exhaustion threshold | Column 2 Rest period | Column 3 Penalty payments | Column 4 Continuity - meal break | Column 5 Continuity -other break | Column 6 Open up closing down | Column 7 Exceptions |
|---|-------------------------------------|----------------------------|--|---|---|--|--|
| Sydney, Botany Bay Port Kembla Newcastle | 18 | 10 | 2/35 of applicable base rate per hour in addition to any other entitlement | ✓ | 4 | ✓ NSW Ports only | In NSW ports, when calculating a break of duty, time off duty before normal finish time does not count (except on Sat, Sun & pub hols). |
| North Qld Marine Towage | | | . | | | | |
| Bowen Towage Services Ltd | | | | | | | |
| Weipa | | | | | | | |
| Darwin | | | | | | | In Weipa, if an employee is required to remain on duty beyond 10pm on any day, the employee will be given (if practicable) time off during the afternoon on the next day which will count in computing the break of continuous duty. |
| Port Adelaide, Port Pirie, Whyalla | 18 | 8 | Double time rate for each hour over 18. | ✓ | N/A | ✓ | |

| Port | Column 1 Exhaustion threshold | Column 2 Rest period | Column 3 Penalty payments | Column 4 Continuity- meal break | Column 5 Continuity- other break | Column 6 Open up closing down | Column 7 Exceptions |
|---------------------------------------|--|-------------------------------------|--|--|---|--|---|
| Melbourne, Westernport Geelong | 18 | 10 | Once 20 hours worked, four times the hourly rate for each hour over 18. | ✓ | N/A | ✓ | An employee is entitled to 60 mins off duty after 5 continuous hrs and will not be recalled after cessation of continuous duty (except in an emergency). A 6 hour break (less closing down/opening up time) will be given between work on consecutive days. |
| Kwinana | 16 | 9 | | ✓ | 4 | N/A | |
| Port Hedland Towage Services | 18 | 8 | NA | ✓ | 4 | NA | |

| Port | Column 1 Exhaustion threshold | Column 2 Rest period | Column 3 Penalty payments | Column 4 Continuity- meal break | Column 5 Continuity- other break | Column 6 Open up closing down | Column 7 Exceptions |
|---|-------------------------------------|----------------------------|--|--|---|--|--|
| Burnie Devonport Port Latta Launceston Hobart Portland | 18 | 10 | Double time for each hour over 18; and double time for time worked if called upon to work again during 10 hour break. | ✓ | 4 | NA | An employee is not entitled to payment in accordanc e with clause 1.4 if the employee is on a duty trip between Port Latta and Stanley. An employee may be required to work continuou s shifts on a vessel berthed at Port Latta for any reason. |
| Hay Point Towage Services | 18 | 10 | For each hour over 18. Master/Inst Eng - \$55.20 Ratings - \$31.60 | ✓ | 4 | NA | |
| McIlwraith McEacharn Operations | 18 | 10 | Double Time for each hour over 18. | ✓ | 4 | NA | |

TABLE 4 – MEAL BREAKS

| Column 1 Port | Column 2 Meal Break periods and break | Column 3 Working through meal break payments | Column 4 Other Requirements |
|--|--|--|---|
| Sydney, Newcastle, Port Kembla and Eden | 12.00 – 1300 60 min | One hour at double ordinary time | |
| Adelaide, Port Pirie and Whyalla | 12.00 – 1400 60 min | One hour at double ordinary time | After five hours continuous work will be paid for any time worked at the rate of single time in addition to ordinary time until the worker is allowed a meal break. |
| Weipa | 07.00 - 09.00 30 min 11.30 – 13.30 30 min 17.30 – 19.30 30 min | One hour at double ordinary time | Commence before 06.00 |
| Brisbane, Gladstone, Bundaberg, Melbourne and Westernport | 08.00 – 10.00 60 min 12.00 – 14.00 60 min | Mon-Fri inclusive one hour at double time. Sat, Sun and Pub Hol one hour at treble time | Employees will not be required to work more than five hours without a break |
| Geelong | 07.00 – 09.00 60 min 12.00 – 13.30 45 min | Mon-Fri inclusive one hour at double time. Sat, Sun and Pub Hol one hour at treble time | Commences duty not later than 07.00 After five hours continuous work will be paid for any time worked at the rate of single time in addition to ordinary time until the worker is allowed a meal break. |
| Portland | Prior to 10.00 60 min 12.00 - 14.00 60 min | One hour at double ordinary time. One hour at double ordinary time | Commences duty before 07.00 After five hours continuous work will be paid for any time worked at the rate of single time in addition to ordinary time until the worker is allowed a meal break. |
| Kwinana | 12.00 – 13.00 day shift 60 min 18.00 – 19.00 afternoon shift 60 min 05.00 – 0600 night shift 60 min | Nil | After five hours continuous work will be paid for any time worked at the rate of single time in addition to ordinary time until the worker is allowed a meal break. |

| Column 1 Port | Column 2 Meal Break periods and break | Column 3 Working through meal break payments | Column 4 Other Requirements |
|--|---|--|---|
| Fremantle, Albany | 07.00 – 09.00 60 min 07.00 – 09.00 30 min 12.00 – 14.00 60 min 16.00 – 19.00 | | Commences not before 06.00 Commences between 06.00 – 06.30 Unpaid break of two hours After five hours continuous work will be paid for any time worked at the rate of single time in addition to ordinary time until the worker is allowed a meal break. |
| Fremantle employees at Kwinana | as above | | |
| Port Headland | 07.00 – 09.00 60 min 07.00 – 09.00 20 min 12.00 – 14.00 60 min 16.30 – 19.30 | | Commences before 06.00 Commences between 06.00 – 06.30 Unpaid break of two hours |
| Hobart, Launceston, Devonport | 07.00 – 09.00 30 min 11.30 – 14.00 60 min | Employees required to work through meal break paid at double time until such meal is allowed | Commences before 06.00 |
| Burnie, Port Latta | 07.00 – 09.00 60 min 12.00 – 13.30 60 min | One hour at double time | Commences before 07.00 Working beyond five hours without a break should be avoided |
| Hay Point | 07.00 – 09.00 30 min 17.00 – 19.00 30 min | Mon – Fri double ordinary time Saturday - 2¼ times ordinary rate Sundays and Pub Hol - 2½ ordinary time | Commences work before 06.00 or finishes work after 18.00 For all time worked during each 30 min break entitled to the payments in column 3 |
| Cairns, Mourilyan, Townsville, Mackay | Nil | Nil | Nil |
| Darwin | 60 min 20 min | Nil | Commences work prior to 07.00 Mon – Fri Commences work between 07.00 – 08.30 |

ROPING-IN AWARDS

[Roping-in award No.1 of 2003 inserted by PR941843 ppc 12Dec03]

1. TITLE

This award shall be known as the Tugboat Industry (Roping-in No. 1) Award 2003.

2. APPLICATION

The provisions of this award shall be those of the Tugboat Industry Award 1999, as varied from time.

3. PARTIES BOUND

This award shall apply to, and be binding upon:

- (a) The Australian Institute of Marine and Power Engineers, its officers and members employed by Australian Maritime Services Pty Limited.
- (b) Australian Maritime Services Pty Limited in respect of its employees who are eligible to be members of The Australian Institute of Marine and Power Engineers, whether members or not.

4. OPERATION

This award shall take effect from the first pay period to commence on or after 12 December 2003 and shall remain in force for a period of six months.

** end of text **