



# DECISION

*Fair Work Act 2009*  
s.185—Enterprise agreement

**Inco Ships Pty Ltd**  
(AG2021/5214)

## **INCO SHIPS PTY LTD OFFICER COLLECTIVE AGREEMENT 2021 SHIPPING SERVICES FOR ICS ALLEGIANCE**

Maritime industry

COMMISSIONER CIRKOVIC

MELBOURNE, 3 JUNE 2021

*Application for approval of the Inco Ships Pty Ltd Officer Collective Agreement 2021  
Shipping Services for ICS Allegiance.*

[1] Inco Ships Pty Ltd (the Applicant) has made an application for approval of an enterprise agreement known as the *Inco Ships Pty Ltd Officer Collective Agreement 2021 Shipping Services for ICS Allegiance* (the Agreement) pursuant to s.185 of the *Fair Work Act 2009* (the Act). The agreement is a single enterprise agreement.

[2] On 24 May 2021, my Chambers communicated with the Applicant to seek clarification about aspects of the Agreement and invited the Applicant to address these matters including through the provision of undertakings.

[3] The Applicant has submitted undertakings in the required form dated 26 May 2021. The undertakings deal with the following:

- The definition of serious misconduct found in Reg. 1.07 of the *Fair Work Regulations 2009* will be used when administering clause 2.3.6 of the Agreement; and
- Clause 2.3.6(b), which deals with notice of termination (abandonment of employment), will be administered consistently with the National Employment Standards.

[4] A copy of the undertakings has been provided to the bargaining representatives and I have sought their views in accordance with s.190(4) of the Act. The bargaining representatives did not express any view on the undertakings.

[5] The undertakings appear to meet the requirements of s.190(3) of the Act and I have accepted it. As a result, the undertakings are taken to be a term of the Agreement.

[6] The Australian Maritime Officers' Union, and the Australian Institute of Marine & Power Engineers, being bargaining representatives for the Agreement, have given notice under s.183 of the Act that they want the Agreement to cover them. In accordance with s.201(2) of the Act I note that the Agreement covers these organisations.

[7] I am satisfied that each of the requirements of ss.186, 187, 188 and 190 of the Act as are relevant to this application for approval have been met.

[8] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 7 days after the date of approval of the Agreement. The nominal expiry date is 3 June 2025.



COMMISSIONER

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# **INCO SHIPS PTY LTD**

## **OFFICER COLLECTIVE AGREEMENT 2021**

### **SHIPPING SERVICES FOR ICS ALLEGIANCE**

**Note - this agreement is to be read together with an undertaking given by the employer. The undertaking is taken to be a term of the agreement. A copy of it can be found at the end of the agreement.**

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## PART 1 - AGREEMENT ADMINISTRATION

### 1.1 COVERAGE

1.1.1 This Agreement is binding on:

1.1.1.1 Inco Ships Pty Ltd (“Employer”);

1.1.1.2 Employees of Inco Ships Pty Ltd engaged onboard the ICS Allegiance in the classifications set out in Schedule 1 to this Agreement but excluding trainees who are undergoing training to obtain the basic Certificate of Competency required for all seafarers to whom Marine Orders under the *Navigation Act 2012 (Cth)* apply.

### 1.2 DEFINITIONS

“**Act**” means the *Fair Work Act 2009 (Cth)*

“**Agreement**” means this Agreement together with attached Schedules or another Agreement under the Act as the case may require.

“**AIMPE**” means the Australian Institute of Marine & Power Engineers

“**Assignment**” means the period during which an Employee is assigned to perform work on another vessel managed or operated by the employer.

“**AMOU**” means the Australian Maritime Officers Union

“**Award**” means the *Seagoing Industry Award 2020* to the extent only that it validly applies as at the date of this Agreement and excluding any prohibited content or invalid or unenforceable provisions.

“**Client**” means the employer’s client and any of its related bodies corporate as defined by the *Corporations Act 2001 (Cth)* in relation to whom an Employee is assigned to perform work on a vessel.

“**Company**” or “**Employer**” means Inco Ships Pty Ltd

“**Day**” means 24 hours from midnight to midnight.

“**Day rate**” means the rate calculated by dividing the annual salary for the applicable classification by 26 then 14.

“**Designated Person Ashore**” or “**DPA**” means the person designated as such by the Employer.

“**Employee**” means an employee whose classification appears in the Schedules to this Agreement and who are appointed work on a vessel covered by this Agreement.

“**FWC**” means Fair Work Commission

“**Marine Orders**” means Marine Orders made pursuant to the *Navigation Act 2012 (Cth)* from time to time.

“**Master**” means the Master of the Vessel.

“**Month**” means a calendar month.

“**NES**” means National Employment Standards

“**Relief Employee**” or “**Reliever**” means an Employee engaged and paid as such why may be engaged for a day, a series of days, a swing or a period of swings whether consecutive or not.

“**Roster**” means a scheduled arrangement or work and non-work days for a specified period.

**“Regulation” or “Regulations”** means all Act(s) and Regulation(s) and legislative instruments which are applicable to the Vessels and with which Employees are required to comply.

**“On swing” and “off swing”** is the roster system applicable on the Vessel from time to time whereby Employees undertake varying cycles of work, rostered and non rostered time off and paid leave in accordance with the provisions set out in Schedule 3.

**“SQS”** means the Safety and Quality System for each vessel

### **1.3 EFFECT OF AGREEMENT**

**1.3.1** The provisions of the *Navigation Act 2012 (Cth)*, any Marine Orders or any other Regulations apply to the Vessel. Nothing in this Agreement shall be construed or applied to qualify or alter the obligations imposed by the *Navigation Act 2012 (Cth)* or any Marine Orders or other Regulations or applicable laws. In particular the SQS is subject to such provisions.

**1.3.2** The parties acknowledge that the NES applies and that if any provision of this Agreement is inconsistent with the NES the latter applies to the full extent of any inconsistency.

**1.3.3** The parties acknowledge that the Vessel upon which the Employee may perform work from time to time is a prescribed ship for the purposes of the Seafarers Rehabilitation and Compensation Act 1992 and subject to Seacare. If the Vessel ceases at any time to be a prescribed ship the Employer will ensure coverage by applicable State workers' compensation as required by law.

### **1.4 AGREEMENT PREVAILS**

**1.4.1** This Agreement operates to completely exclude the provisions of any award(s) of an industrial tribunal (or other body howsoever described) that might otherwise have applied in respect to the Employees whose terms and conditions of employment are subject to this Agreement.

**1.4.2** In addition, this Agreement fully compensates Employees with respect to those terms of the Award that would otherwise apply to Employees including but not limited to notice periods, loadings (including annual leave loading), penalty rates, weekend work, public holidays, shift work and overtime provisions and recognizes and incorporates the pattern of work that applies in the blue water maritime industry and is recognised by the Award.

### **1.5 PERIOD OF OPERATION OF AGREEMENT**

**1.5.1** This Agreement comes into force 7 days after approval by FWC in accordance with the Act and will have a nominal expiry date 4 (Four) years from the date of approval by FWC. This Agreement will continue in force after its nominal expiry date until it is varied, replaced or terminated in accordance with the Act.

### **1.6 VALIDITY OF AGREEMENT**

**1.6.1** If a Court of competent jurisdiction rules that a provision of this Agreement is invalid for any reason, that provision will no longer be part of this Agreement and will not apply to any party or person subject to this Agreement. Any payments made as a result of the

application of any provision subsequently found to be invalid as provided by this clause, may be set off against any claim, entitlement or payment that may be made or arise as a consequence of such a ruling.

## **1.7 OBJECTIVES**

- 1.7.1** The principal objective of this Agreement is to include sufficient flexibility in work practices and roster arrangements to enable the Company to operate the Vessels as efficiently as possible and at the same time ensure that employees are able to perform their duties safely with a high degree of care, skill and diligence required to meet the Company's operating standards.
- 1.7.2** The emphasis in operating the Vessels will be on participative and consultative processes that provide a safe and congenial working environment free from any form of discrimination.

## **1.8 FLEXIBILITY CLAUSE**

- 1.8.1** The Company and an employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the Agreement if:
- (a) the Agreement deals with arrangements about when work is performed (which may include but is not limited to guaranteed weekly earnings arrangements and working rosters for relievers);
  - (b) the arrangement meets the genuine needs of the Company and the employee in relation to the matter mentioned in paragraph (a); and
  - (c) the arrangement is genuinely agreed to by the Company and the employee.
- 1.8.2** The Company must ensure that the terms of the individual flexibility arrangement:
- (a) are about permitted matters under section 172 of the Act; and
  - (b) are not unlawful terms under section 194 of the Act; and
  - (c) result in the employee being better off overall than the employee would be if no arrangement was made.;
- 1.8.3** The Company must ensure that the individual flexibility arrangement:
- (a) is in writing; and
  - (b) includes the name of the Company and the employee; and
  - (c) is signed by the employer and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
  - (d) includes details of:
    - (i) the terms of this Agreement that will be varied by the arrangement; and
    - (ii) how the arrangement will vary the effect of those terms; and
    - (iii) how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
  - (e) states the day on which the arrangement commences.
- 1.8.4** The Company must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 1.8.5** The Company or employee may terminate the individual flexibility arrangement:
- (a) by giving no more than 28 days written notice to the other party to the arrangement; or
  - (b) if the Company and the employee agree in writing — at any time.

## **PART 2 - EMPLOYMENT RELATIONSHIP**

### **2.1 EMPLOYEE DUTIES – STANDARD OPERATING PROCEDURES**

- 2.1.1** The Company will ensure that the standard operating procedures contained in the Company's Safety and Quality System ("SQS") for the vessel are complied with and will ensure that the Employees are fully aware of their employment obligations and customer and company requirements.
- 2.1.2** Employees will carry out their work as directed to the best of their ability, skill, qualification, experience and competence and to the Company's reasonable satisfaction in accordance with their classification description as set out in Schedule 1.
- 2.1.3** The duties and responsibilities set out in Schedule 1 are indicative and Employees agree to carry out such other duties as may be directed by the Company from time to time.
- 2.1.4** The Company will ensure that employees have the resources to meet their obligations to the Company and will utilise sufficient seafarers to meet operational and regulatory requirements to enable duties to be performed in a safe and efficient manner.
- 2.1.5** Employees will ensure that they hold and maintain all relevant certificates and licences that are required to perform their duties legally, competently and effectively and to maintain their classification.
- 2.1.6** Employees will keep confidential all know how and trade secrets acquired or coming into the knowledge of the employee during their employment with the Company, including techniques, operational information and costs with respect to a Vessel and any other information that is confidential to the Company.
- 2.1.7** Employees will not engage directly or indirectly in any employment or business that is similar to or competitive with the business of the Company, without the prior written approval of the Company. Further, an employee must not engage directly or indirectly in employment or business that could impair their ability to act in the best interests of the Company or to perform the duties of their employment, without the prior written approval of the Company.

### **2.2 TYPES OF EMPLOYMENT**

- 2.2.1** Employees may be engaged as either permanent or relief employees and shall be classified in accordance with the classification structure set out in Schedule 1.
- 2.2.2** A new employee will be subject to a probationary period of six months for the purpose of determining their suitability for permanent employment. The period of probationary employment forms part of an employee's period of continuous service for all purposes of this Agreement. At the conclusion of the probationary period an employee will be provided with written confirmation that their employment is confirmed and advised whether their continued employment is on a permanent or relief basis.
- 2.2.3** If an employee has obtained a promotion in relation to the Vessel, a probationary period in the higher rank of 3 months will apply from the commencement of the promotion. Within the probationary period the Company may return the employee to the former position by giving two weeks' notice or, if the employee agrees, forthwith.



This provision is subject to the Company's rights to terminate employment with the Company in the other circumstances provided for in this Agreement.

**2.2.4** For all purposes of this Agreement a permanent employee is an employee not specifically engaged as a relief employee.

**2.2.5** A relief employee receives on a pro rata basis, equivalent pay to those of full-time employees.

## **2.3 CONTRACT OF EMPLOYMENT**

### **2.3.1 PROBATIONARY PERIOD**

A probationary period of six months applies from the commencement of employment as a permanent employee to each employee. During this period the employee's employment may be terminated by the giving of one week's notice or payment in lieu. The parties acknowledge and agree that the probationary period provided for by this clause is in recognition of the swing system of rosters that applies and the period of time that is spent on swing.

### **2.3.2 TERMINATION BY THE EMPLOYER**

In order to terminate the employment of an employee, other than a probationary or relief/casual employee, the Company must provide the notice set out in the following table:

<b>Period of Continuous Service</b>	<b>Period of Notice</b>	<b>Payment in lieu of Notice (1)</b>
Less than 3 months	7 days	5% of salary earned during employment (2) *
3 months and less than 1 year	20 days	11 days
1 year but less than 4 years	60 days	28 days
4 years or more	90 days	46 days

*Note – (1) the provisions with respect to the notice period and payment in lieu of notice shall not be applied cumulatively.*

*(2) this includes payment for leave not taken but payment in lieu of leave on termination. However any such payment for leave shall not incorporate or include provision for personal, carer' or compassionate leave not taken my employee.*

**2.3.3** The period of notice in the above take incorporates, to the extent necessary, one weeks additional notice for employees over the age of 45 with at least 2 years service.

**2.3.4** Payment in lieu of the prescribed notice must be made if the appropriate notice is not given. The employment may be terminated by an employee working part of the required period of notice and the Company making payment in lieu for the remainder of the period of notice.

**2.3.5** The required amount of payment in lieu of notice is the amount that would have been earned and the Company would have been liable to pay if the employment had continued until the end of the required period of notice.

**2.3.6** The period of notice provided for in this clause 2.3.2 will not apply if:

(a) An employee is dismissed for conduct that justifies instant dismissal, including malingering, willful neglect of duty or serious misconduct.

- (b) An employee deserts the Vessel on which they are employed if they fail to contact the Company or the Master as required by Clause 5.3. This will be prima facie evidence of desertion/abandonment of employment)
- (c) The employee and the Company agree that the employee be released at the request of the employee prior to the expiry of the notice period with payment of wages to the date of termination only.
- (d) The employee is not able to lawfully work for the Company.

### **2.3.7 HOME PORT**

An employee will be repatriated to their home port at the conclusion of their swing.

### **2.3.8 TERMINATION BY THE EMPLOYEE**

**2.3.8.1** The notice of termination required to be given by an employee is the same as that required by the Company as is set out in clause 2.3.2 except that there is no requirement for an employee to provide an additional week's notice based on their age.

**2.3.8.2** If an employee fails to give the required notice, the Company may withhold monies due to the employee to a maximum amount equal to the amount the employee would have been paid for the time worked if the required period of notice had been given by the employee.

**2.3.8.3** The Company may choose either to require an employee to work out the notice period or may make payment in lieu for all or part of the notice period provided by the employee.

### **2.3.9 LOCATION OF WORK**

**2.3.9.1** If the Vessel is required to travel to other ports within Australia or outside of Australian territorial waters the terms and conditions of this Agreement shall continue to apply to the employee. An employee may be required not to perform work or to return to their home as part of the rostered working arrangements.

### **2.3.10 REPAYMENT OF DEBTS**

#### **2.3.11 DURING EMPLOYMENT**

The Company is authorised to deduct amounts from salary or wages (up to a maximum of \$500 per fortnight unless otherwise mutually agreed) on a one-off or periodic basis, until any debts that the employee owes the Company have been fully repaid. Debts may only be incurred in relation to advances of salary or other sums to assist the employee to meet urgent or short term financial needs. The Company is under no obligation to advance money to the employee but may do so on request. The Company may deduct in accordance with this clause in relation to any cost borne by the Company in breach of Company policy in relation to personal travel arrangements to and from the Vessel provided that in the case of demonstrated financial hardship the amount of the deduction and the period for repayment may be varied/extended by agreement

#### **2.3.12 ON TERMINATION OF EMPLOYMENT**

**2.3.12.1** The Company is authorised to deduct the following from any monies owing to the Employee upon termination of employment

- (a) any debts that the Employee owes the Company as provided in clause 2.3.11; and
- (b) Any un-accrued leave taken in advance by the Employee.

**2.3.12.2** If the monies owing to the Employee on termination of employment are insufficient to repay to the Company the debts and leave in advance the Employee must make arrangements to repay the full balance within 3 days of termination. The following amounts are “debts” that may be owed by an Employee to the Company having arisen out of the employment relationship:

- (a) where the Company has loaned an employee money that the employee has not repaid;
- (b) where the Company has provided an advance of salary that has not been reconciled by time worked by the Employee;
- (c) where the Company has paid or reimbursed an employee’s personal training or education costs at the written request of the employee in recognition of the benefit of such training for the employee’s skills and competence and qualifications in the maritime seagoing industry and the Employee has:
  - a. acknowledged the debt and authorised the deduction in writing at the time of requesting the Company to pay or reimburse the costs of training; and
  - b. has not remained in employment with the Company for the period(s) specified in clause 3.5.

## **2.4 REASSIGNMENT**

**2.4.1** The Employee and the Company may agree to a reassignment of the Employee to or from any other vessel in the Company Fleet at any time during their employment. The Employee will only be reassigned after consultation and consideration of personal circumstances.

**2.4.2** In the absence of the Employee’s consent to a reassignment to or from a vessel covered by this Agreement, the higher of the rates of pay and conditions of employment for the Employee whether applicable under this Agreement or on the other vessel (to or from which the Employee is assigned) shall apply to the Employee for a period of three (3) months from the date the reassignment commences.

## **2.5 REDUNDANCY**

**2.5.1** Where a permanent employee becomes surplus to the employer's requirements and the employer does not obtain suitable alternative employment for the affected employee, or the employee can no longer be gainfully employed by the employer, resulting in termination of the employee's employment contract the employee will become eligible for a redundancy package.

**2.5.2** Redundancies will be offered subject to the retention of sufficient certificated Officers within the remainder of the employer’s fleet and consistent with on-going commercial requirements.

**2.5.3** Redundancies will be offered on a voluntary basis in order of seniority or as otherwise agreed. If there are insufficient volunteers forthcoming to meet requirements, the employer may then enforce mandatory redundancies.

**2.5.4** Prior to the separation date, the employer will provide details of the redundancy in writing to the employee.

**2.5.5** NES Redundancy provisions will apply to this agreement

**2.5.6** This provision will not apply in the event of the transmission of the employer's business, subject to the preservation of service-related benefits and maintenance of equivalent salary and conditions.

## **2.6 PERFORMANCE MANAGEMENT AND TRAINING**

- 2.6.1** The Company is committed to a process of continuous improvement and training. Employees who do not have the skills, qualifications and competency to perform certain duties may be required to undertake training. The company will meet the costs of such training. Where training takes place outside the employee's rostered hours the employee shall be paid at the ordinary time rate for the hours of attendance at any training. Training hours do not accrue or use leave.
- 2.6.2** The Company will conduct performance assessments on at least an annual basis to provide feedback to the Employee and identify training and development goals.
- 2.6.3** Performance assessment will review and provide feedback in relation to work quality, equipment utilisation and care, housekeeping, knowledge of and compliance with safety requirements, demonstrated initiative in relation to the performance of work and identification of work and safety improvements, capacity to work flexibly and in a team environment and participation as a team member.
- 2.6.4** Performance assessments will be conducted by the "one up" manager. If an employee disputes their Performance Assessment they may request a review with their direct manager of that manager's one up manager.

## **2.7 MEDICALS, PASSPORTS AND VISAS**

- 2.7.1** It is the responsibility of all Employees to ensure that they have a valid certificate of medical fitness in accordance with Marine Orders Part 9. The medical certificate must have a validity of not less than that of the expected period of duty on the vessel.
- 2.7.2** The Company will reimburse the cost for a medical examination by a Medical Inspector of Seamen or other suitably qualified medical practitioner because of Company requirements or as required by the *Navigation Act 2012 (Cth)* or Marine Orders under that Act.
- 2.7.3** The Company will reimburse the cost of medicals for Employees upon submission of receipts.

## **2.8 CONSULTATION**

- 2.8.1** The Company confirms its commitment to effective consultation about matters concerning employment, its terms and conditions and the operation of the Vessel. The Company agrees that consultation will provide Employees with an opportunity to participate fully in the decisions that impact on their working environment and conditions.
- 2.8.2** It is agreed that effective consultation is dependent on information sharing, trust and recognition of the Company's and Employees' needs and concerns. Where significant change is to be introduced and the parties have a disagreement the matter will be dealt with through the dispute resolution clause in 2.8.
- 2.8.3** This clause applies if the Company has made a definite decision to introduce a major change in production, program, organisation, structure or technology in relation to the Company; and the change is likely to have a significant effect on Employees of the Company.
- 2.8.4** The Company must notify the relevant Employees of the decision to introduce the major change.

- 2.8.5** The relevant Employees may appoint a representative for the purposes of the procedures in this clause. If;
- 2.8.6** a) a relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation; and  
b) the Employee or Employees advise the Company of the identity of the representative;  
c) the Company must recognise the representative.
- 2.8.7** As soon as practicable after making its decision, the Company must:  
discuss with the relevant Employees and or their representative:  
(i) the introduction of the change; and  
(ii) the effect the change is likely to have on the Employees; and  
(iii) measures the Company is taking to avert or mitigate the adverse effect of the change on the Employees; and  
for the purposes of the discussion provide, in writing, to the relevant Employees and or their representative:  
(i) all relevant information about the change including the nature of the change proposed; and  
(ii) information about the expected effects of the change on the Employees; and  
(iii) any other matters likely to affect the Employees.
- 2.8.8** This clause does not require the Company to disclose confidential or commercially sensitive information to the relevant Employees and or their representative.
- 2.8.9** The Company must give prompt and genuine consideration to matters raised about the major change by the relevant Employees and or their representative.
- 2.8.10** For the purposes of this clause, a major change is likely to have a significant effect on Employees if it results in:  
(i) the termination of the employment of Employees; or  
(ii) major change to the composition, operation or size of the Company's workforce or to the skills required of Employees; or  
(iii) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or  
(iv) the alteration of hours of work; or  
(v) the need to retrain Employees; or  
(vi) the need to relocate Employees to another workplace; or  
(vii) the restructuring of jobs.
- 2.8.11** For the purpose of this clause, relevant Employees means the Employees who may be affected by the major change.
- 2.8.12 Consultation about changes to rosters or hours of work**  
If the Company proposes to change an employee's regular roster or ordinary hours of work, the Company will consult with the employee or employees affected and their representatives, if any, about the proposed change.  
The Company will:  
(i) provide to the employee or employees affected and their representatives, if any, information about the proposed change (for example, information about the nature of the change to the employee's regular roster or ordinary hours of work and when that change is proposed to commence);  
(ii) invite the employee or employees affected and their representatives, if any, to give their views about the impact of the proposed change

- (including any impact in relation to their family or caring responsibilities); and
- (iii) give consideration to any views about the impact of the proposed change that are given by the employee or employees concerned and/or their representatives.

The requirement to consult under this clause does not apply where an employee is a Reliever employed on a sporadic or irregular basis.

These provisions are to be read in conjunction with other Agreement provisions concerning the scheduling of work and notice requirements.

## **2.9 SETTLEMENT OF DISPUTES**

Necessary steps will be taken to ensure that the following procedures apply in the event of any grievance or dispute. The parties to any dispute agree to strictly adhere to this disputes settlement procedure so that any dispute is promptly resolved in good faith without interruption to or stoppage of work.

When an industrial matter arises:

- 2.9.1** In the event of a dispute at shipboard level, the Employee shall confer with the Master and they shall attempt to resolve the issue without delay.
- 2.9.2** If no agreement or resolution is reached at shipboard level, the matter will be referred to the Operations Manager or Human Resources Manager of the Company who shall attempt to resolve the issue without delay.
- 2.9.3** If the matter remains unresolved it may be referred to a mutually agreed Facilitator for conciliation or, where agreed, for resolution. Nothing in this clause precludes or limits the right of a party to the dispute to refer it to FWC at any stage of this procedure for conciliation and/or arbitration.
- 2.9.4** If arbitration is necessary FWC may exercise the procedural powers in relation to hearings, witnesses, evidence and submissions that are necessary to make the arbitration effective.
- 2.9.5** A party to the dispute may appoint another person, organization or association to accompany or represent them at any stage in the dispute resolution procedure.
- 2.9.6** The decision of a member of FWC will bind the parties to the dispute, subject to either party exercising a right of appeal against the decision to a Full Bench of FWC as if the decision of the member were an award or order under s.604 of the Act.
- 2.9.7** Employees and their representatives (if any) who are directly involved in the matter will be released from normal duties without loss of pay to assist in case preparation and to attend the proceedings in FWC.



## **PART 3 - REMUNERATION AND RELATED MATTERS**

### **3.1 REMUNERATION**

- 3.1.1** Employees will receive the minimum annual salary at the rate applicable to their classification for permanent employees set out in Schedule 2 to this Agreement. Relief employees shall receive the daily rate applicable to their classification for relief employees set out in Schedule 2 to this Agreement.
- 3.1.2** Where an employee is reassigned to another position, the employee will receive the applicable salary for that position calculated at the daily rate for each day that they work in that position provided that (except in the case where the position is for training purposes or to accrue sea time for the purpose of obtaining qualifications) it is not less than the salary for the position to which they are appointed.
- 3.1.3** For the purposes of this Agreement "salary" means and includes compensation for additional notice of termination other than is provided by this Agreement, ordinary hours of work, overtime and all allowances, loadings (including annual leave loading), penalties or like payments to which an employee may otherwise be entitled under any applicable award, industrial instrument or law other than allowances, penalties or loadings under this Agreement.
- 3.1.4** Except for periods of unpaid leave, employees will be paid by electronic funds transfer into their nominated bank accounts each fortnight in arrears at the rate of 1/26<sup>th</sup> of the amount appearing in Schedule 2 or at the daily rate (as the case may be) opposite the classification of the position to which an employee is appointed or in which they are performing duties as the case may be.

### **3.2 SALARY PACKAGING**

- 3.2.1** Subject to the Company's agreement, salary packaging is available provided that with respect to contributions by the Employee to superannuation, any salary sacrifice component does not exceed the legislated maximums. The costs of salary packaging are to be met by the Employee (including FBT) and must not result in additional cost to the Company. Any such arrangement must be lawful and insofar as arrangements for salary sacrifice into superannuation funds are concerned will only apply with respect to a complying superannuation fund.
- 3.2.2** The availability of salary packaging is not a warranty or representation of its suitability or appropriateness for an Employee. It is each Employee's responsibility to obtain their own financial and taxation advice before entering into any salary packaging arrangement.
- 3.2.3** Where an Employee enters into a salary packaging arrangement involving part of the entitlements that the Employee may otherwise have under this Agreement, the salary packaging arrangements shall apply to the exclusion of this Agreement to the extent necessary to render the salary packaging effective and no claim for underpayment or breach of this Agreement shall arise solely because of the application of the salary packaging arrangements.
- 3.2.4** To be effective, salary packaging arrangements must be set out in writing and apply only to entitlements that become payable subsequent to such an arrangement being entered into. Salary packaging arrangements may be cancelled by the Employee or the Company giving the other not less than three months' written notice.

### **3.3 SUPERANNUATION**

**3.3.1** Superannuation contributions will be made in accordance with the Commonwealth Superannuation Guarantee legislation. Unless otherwise provided for in this Agreement or by operation of law with respect to choice of fund for Employees, contributions will be made to Maritime Super (APRA RSE R1001747 My Super # 77 455 663 441 220) or SunSuper (APRA RSE R1000337 My Super #98 503 137 921 996) (as the default funds) or to any other complying fund as may be permitted by law.

### **3.4 INDUSTRIAL CLOTHING**

**3.4.1** Employees will be provided with company provided overalls (which they must wear at all times while on duty) and any other protective clothing, safety shoes and equipment to enable them to perform their duties in a safe and competent manner. All items will be replaced on a fair wear and tear basis.

**3.4.2** Employees are responsible for maintaining company provided overalls and clothing and safety shoes to an appropriate standard of cleanliness.

### **3.5 TRAINING**

**3.5.1** Employees may be required to attend the Company's business and/or training courses for up to four days per annum inclusive of travel, which does not attract payment with the exception of incurred expenses. The four days may be accumulated and used at any time over the term of this Agreement.

**3.5.2** If an employee is required by the Company to undertake, or has undertaken a course in order to maintain their employment, then the Company will pay the costs associated with attending the course.

**3.5.3** If the Company requires an employee to undergo further study for higher certification it will meet the costs of that study or training. An employee will be paid at the rate of 75% of their wages for the period they are absent on such study or training as the Company may require.

**3.5.4** If an employee elects to undertake further study at their own initiative, they may apply to the Company for reimbursement of any fees associated with such study on successful completion of the course. The Company will consider their request for reimbursement of fees taking into the account the requirements of their current position, their future work with the Company and their work performance.

**3.5.5** The Company may on written request from the employee advance payment for training courses or further study at a maritime college or other tertiary institution for higher or additional certification or qualification, on condition that the employee successfully completes the course or study and that:

- (a) If an employee resigns their employment within 6 months of proof of successful completion of a course or study by the employee being provided to the Company and the Company has reimbursed the course cost or study to the employee, the whole of that cost or reimbursement is a debt that is repayable to the Company;
- (b) If an employee resigns their employment within 12 months of proof of successful completion of a course or study by the employee being provided to the Company



and the Company has reimbursed the course cost or study to the employee, 75% of that cost or reimbursement is a debt that is repayable to the Company;

- (c) If an employee resigns their employment within 18 months of proof of successful completion of a course or study by the employee being provided to the Company and the Company has reimbursed the course cost or study to the employee, 50% of that cost or reimbursement is a debt that is repayable to the Company;
- (d) If an employee resigns their employment within 24 months of proof of successful completion of a course or study by the employee being provided to the Company and the Company has reimbursed the course cost or study to the employee, 25% of that cost or reimbursement is a debt that is repayable to the Company.
- (e) Any payment that becomes payable to the Company by the employee pursuant to this clause may be deducted from statutory or other entitlements otherwise payable to the employee upon the termination of their employment. Any subsequent balance that may be due and owing by the employee may be recovered by the Company against the employee as the balance of a debt.

### **3.6 PROVISIONS AND ACCOMMODATION**

- 3.6.1** Where the Employee is required to work onboard the Vessel , as defined by the Award, meals and accommodation will be provided at no cost to the Employee as provided by the Award. The Employee will be responsible for the cleanliness of their own cabins and share the responsibility for common recreation areas.

## **PART 4 - HOURS OF WORK**

### **4.1 HOURS OF WORK**

- 4.1.1** To achieve maximum flexibility, employees will work as a team with each employee working to the level of his or her classification, job description, training, competence, certification and applicable legislation in a co-operative effort, to ensure the safe and efficient operation of the Vessel.
- 4.1.2** Employees will work such hours as may be required to perform all their duties and responsibilities under this Agreement to a satisfactory standard as determined and required by the Company and/or the Master consistent with the pattern of work and rosters worked.
- 4.1.3** Employees may be required by the Company or the Master to work reasonable additional hours from time to time and the hours of work may be organized and varied having regard to the peculiar features of the vessel but not limited to:
- 4.1.3.1** The range and amount of work on a Vessel changing according to the different phases of the Vessel's voyage such as when it is docked, moored or sailing.
  - 4.1.3.2** The work necessary for the safe navigation and operation of the Vessel as required by Australian law and applicable International Maritime Organisation Conventions.
  - 4.1.3.3** The berthing, maintenance, loading and discharge arrangements for the Vessel as provided by the relevant statutory authorities and the Client; and
  - 4.1.3.4** The operational requirements of the Vessel and the Client.
  - 4.1.3.5** An employee's hours of work will not exceed the obligations imposed by the *Standards of Training, Certification and Watch-Keeping 2010* as set out in applicable Marine Orders and the *Navigation Act 2012*
- 4.1.4** Rosters consist of different swing arrangements that involve varying cycles of work, rostered time off and paid leave in accordance with the provisions set out in Schedule 3. The salary and leave arrangements fully incorporate and compensate for all hours worked.
- 4.1.5** At the conclusion of each swing of work employees;
- 4.1.5.1** Will be rostered to take the leave accrued pursuant to clause 5.1.1; or
  - 4.1.5.2** May take some or all of their accrued but untaken annual leave the value of which has been factored into the salary as provided by Schedule 2; or
- 4.1.6** Full and accurate hours of work and rest periods will be maintained and kept in an accessible place in accordance with Marine Orders Part 28.

### **4.2 MEAL BREAKS**

- 4.2.1** Meal breaks shall be rostered according to custom and practice and operational requirements and may only curtailed or altered where the Master or officer-in-charge deems it necessary to meet the operational requirements of the Vessel.

## **PART 5 - LEAVE ENTITLEMENTS**

### **5.1 LEAVE**

- 5.1.1** Entitlement to leave accrues at the rate 1.1 for each day worked, or 0.926 for each day worked as detailed in Schedule 2.
- 5.1.2** The extent to which the leave granted is more or less than that actually due will be debited or credited to an employee as less or additional leave.
- 5.1.3** Leave will not accrue under this clause in relation to the following:
- (i) a day when an employee is on leave;
  - (ii) a day, or that part of a day, during which an employee fails or refuses to attend for or perform work as lawfully required by the employer;
  - (iii) any day on which the employee is undertaking an approved course of study or training ashore;
  - (iv) when an employee's engagement is less than one day;
  - (iv) a day when an employee accepts shore-based secondment; or
  - (v) where a leave ratio higher than that contained in clause 5.1.1 operates, in order to give effect to an employee's leave entitlement:
    - days of joining or leaving a vessel; and
    - days of travel to and from a vessel or required place of work despite that work is performed on any such day.

### **5.2 CALCULATION OF LEAVE**

- 5.2.1** The leave entitlement provided for by clause 5.1 gives effect, amongst other things, to:
- (a) Time off with pay for weekends and public holidays worked;
  - (b) All requirements of the NES including:
    - Annual leave with pay of five weeks per annum;
    - Personal/Carer's leave;
    - Compassionate leave;
  - (c) A 35 hour working week;
  - (d) Reasonable additional hours worked in accordance with shipping industry standards.

For the purposes of s.63 of the Act, an employee's weekly hours may be averaged over a period of up to 52 weeks.

### **5.3 TAKING LEAVE**

- 5.3.1** Leave will be granted as far as is practicable subject to the operational requirements of the Vessel.
- 5.3.2** A swing roster will be developed by the employer and employees which allocates, annual leave periods and rostered leave days including any approved extended leave periods, for each employee.
- 5.4** Absences on account of personal, carer, compassionate and annual leave will be deducted from an employee's leave accrual calculated pursuant to clause 5.1.1.
- 5.4.1** The leave arrangements may be varied by consent to enable an employee to take leave at a time agreed with their immediate relief, provided that the Company is notified in writing of the change prior to the mutual swing occurring and that there is no additional cost incurred by the Company.

**5.4.2** The Company and an employee may agree that an employee will work two or more consecutive swings in circumstances where it is appropriate and safe to do so taking into account the operational requirements of the Vessel. This arrangement will only apply if it is agreed in writing (email exchange is sufficient evidence of agreement). The working of additional swings will not attract additional payment or entitlement. For the purposes of calculating accruals of entitlements and wages, each swing will stand alone

## **5.5 NON ROSTERED DAYS IN ADVANCE**

Where an employee's leave has expired, with the Company's agreement the employee may take leave in advance or alternatively may take leave without pay. All leave paid in advance is recoverable from the employee. In this circumstance, an employee will be required to work out negative leave at a time mutually agreed between the Company and the employee. In the event of an employee's employment terminating prior to the employee working out negative leave, the Company may deduct the value of any advance in leave from any final payment made to the employee on termination of employment.

## **5.6 CASH OUT OF ANNUAL LEAVE COMPONENT**

**5.6.1** In each year of service, an employee may elect to forego up to two (2) weeks of the annual leave component of their leave accrual under clause 5.1, provided that:

- (a) They submit a written application to forego the leave accrued on each separate occasion;
- (b) The cashing out does not reduce the remaining annual leave entitlement to less than four weeks
- (c) The Company pays the employee an amount in lieu of such leave at the rate of pay they would have earned if they had taken the leave rather than cashing it out and that is applicable to the position to which they are appointed at the time the election is made; and
- (d) The Company authorises the employee to forego the amount of accrued leave requested.
- (e) For the purposes of this clause, exchange of emails shall be deemed sufficient evidence of written agreement.

## **5.7 LEAVE DURING DRY DOCKING**

While a Vessel has ceased operation for the purpose of a survey, overhaul or docking, the Company may require an employee to take leave.

## **5.8 PAYMENT OF LEAVE ON TERMINATION OF EMPLOYMENT**

Upon termination of permanent employment, an employee's leave entitlement under this clause 5 will be paid at the wage rate for the last permanently appointed position in which the employee served, or position of continuous service for the preceding 6 months.

## **5.9 PERSONAL/CARER'S LEAVE**

For the purpose of determining the personal/carer's leave component of leave provided for in clause 5.1 it shall be deemed to accrue on the basis of 8 hours per day worked, to a maximum accrual of 10 days or 76 hours per year. The sick leave component provided for by the NES forms part of the leave accrued pursuant to this Agreement and is also part of, not in addition to, the provisions of the Navigation Act 2012 with respect to sick leave. Where an Employee takes sick leave or carer's leave, the

Employee must provide evidence to satisfy a reasonable person such as a medical certificate or statutory declaration.

#### **5.10 PARENTAL LEAVE**

Parental leave entitlements shall be in accordance with the NES.

#### **5.11 GENERAL**

In the event that any provision of this Agreement is inconsistent with the NES or declared or becomes invalid or unenforceable whether by the operation of law or by a court of competent jurisdiction resulting in payments in addition to those provided by this Agreement being due and owing to Employees, it is agreed that such payment may be offset against all or any of the payments that have been made pursuant to this Agreement that are in excess of entitlements to which the Employee would have been entitled if the Award and the NES were applied. Further, if the Employer is required to make additional provision or payments in excess of those provided by this Agreement on an ongoing basis the cost of such additional provision or payment may be absorbed into and offset against any component of the salary and/or future wage increases otherwise due under this Agreement that would, but for this Agreement, be payable under the Award and/or NES. Any dispute about the operation of this clause shall be dealt with under the dispute resolution procedure.

#### **5.12 COMPASSIONATE LEAVE**

Compassionate leave entitlements form part of leave accruals provided for in clause 5.1.1 and shall be available as provided for in the NES.

#### **5.13 COMMUNITY SERVICE LEAVE**

Community Service Leave entitlements shall be in accordance with the NES.

#### **5.14 LONG SERVICE LEAVE**

Entitlement as per the Victorian Long Service Leave Act 2018

## **PART 6 - OTHER MATTERS**

### **6.1 DRUGS AND ALCOHOL**

**6.1.1** Employees covered by this Agreement are prohibited from being on Company business or locations while impaired by drugs or alcohol, as outlined in the Company Policy and Procedures.

**6.1.2** The specified limit of blood alcohol content will be zero.

### **6.2 SMOKING POLICY**

**6.2.1** The parties recognize the need to eliminate risks associated with exposure to Environmental Tobacco Smoke (ETS) and requirements of occupational health and safety legislation. Smoking is a breach of applicable safety laws and an operational hazard. The Vessel is a “no smoking” vessel.

**6.2.2** Employees who wish to cease smoking in the interests of occupational health and safety for themselves will be provided with access to appropriate ‘Quit’ programmes.

### **6.3 GIFTS**

Employees must not give or receive any monetary payment, gift, benefit, incentive or personal favour in connection with the operation of the Vessel or the business of the Company except in cases where a gift or item is of nominal value or with the written approval of the Company.

### **6.4 WARRANTIES**

**6.4.1** It is a condition of employment that each Employee provides honest answers and statements in their job applications including about their identity, medical status, criminal record and legal entitlement to work in Australian waters. If an Employee provides false answers or statements this may constitute serious and wilful misconduct warranting the immediate termination of an Employee’s employment.

**6.4.2** The parties recognise that Certificates of Medical Fitness are an inherent requirement of each of the classifications covered by this Agreement. They also recognise that Certificates of Medical Fitness are issued by the Medical Inspector of Seamen, in part, on the basis of information provided by Employees. It is a condition of employment that an Employee’s Certificate of Medical Fitness is current and valid and has not been obtained on the basis of false information or representation or omission made or provided by the Employee.

**6.4.3** An Employee must advise the Company as soon as possible of any illness, injury or impairment that may adversely affect their ability to perform the duties of their employment. If an Employee is not able to perform the duties of their employment due to an illness, injury or impairment the Company may direct them to obtain a new Certificate of Medical Fitness.

### **6.5 INDEMNITY**

**6.5.1** Subject always to the following provisions of this clause 6.5, the employer shall full support the employee and/or the employee’s estate in respect of liability, monetary claims, damages and expenses (including expenses incurred in defence against legal action) reasonably incurred by the employee or the employee’s estate in connection

with any claim or proceeding (whether civil, criminal, administrative or investigative) commenced or threatened against the employee or his estate, arising out of any act or omission of the employee whilst acting within the scope of his/her employment or authority.

- 6.5.2** The employee is obligated to inform the company of any incident as soon as it arises it arises to ensure appropriate action. Should there be delay in notification to company this may result in exclusion of costs incurred prior to the notification date.
- 6.5.3** On notification the employer will liaise with their P&I representatives shall appoint appropriate services including specialised legal representative in relation to defence against criminal charges, detention, or threatened proceedings arising from the performance of his/her duties.
- 6.5.4** The employer must be kept informed of any major developments with cases, and access to pertinent documents where required. This can provide information to assess settlements / determine ongoing viability.
- 6.5.5** The employer has the right to withdraw financing for appeals or ongoing defence which may not have any prospects for success depending on the situations and advise going forward.
- 6.5.6** The employer shall be released from its obligations under this clause if such claims, damages or expenses arise from an intentional act or intentional omission of the employee outside of the scope of thier employment or authority, due to acts of gross negligence or circumstances where the employee is in breach of contract, or actions which arise from any act or omission of an employee whilst under the influence of alcohol or drugs.

## **7. NO EXTRA CLAIMS**

- 7.1.** Subject to 7.2 and 7.3 below, it is agreed that there will be no extra claims by either party for the life of this Agreement.
- 7.2** If, during the life of the Inco Ships and Maritime Union of Australia Fuel Oil Enterprise Agreement 2017 or any subsequent approved enterprise agreement (“MUA agreement”) that replaces it, annual wage increases are agreed that are greater than the total of:
  - 7.2.1** The annual wage increases provided for and calculated pursuant to schedule 2 of this Agreement; and
  - 7.2.2** Any bonus payable under this Agreement;
  - 7.2.3** Then the difference between the total amount payable under clauses 7.2.1 and 7.2.2 and the amount of increase payable under the MUA agreement, shall be added to the annual increase provided for and calculated pursuant to schedule 2 of this Agreement.
- 7.3** In the event improved conditions are awarded under the agreement detailed in 7.2 the Employer commits to ensuring a valid and balanced resolution as part of this agreement.

**EXECUTION PAGE**

**SIGNED** by as authorised representative for the **OFFICERS**

.....

By executing this agreement the signatory warrants that the signatory is duly authorised to execute this agreement on behalf of the Officers

in the presence of:

Witness signature: .....  
Name: .....  
Occupation: .....  
Address: .....  
.....

Dated:            /        /2021

**SIGNED** by as authorised representative for **INCO SHIPS PTY LTD**

.....

By executing this agreement the signatory warrants that the signatory is duly authorised to execute this agreement on behalf of Inco Ships Pty Ltd.

in the presence of:

Witness signature: .....  
Name: .....  
Occupation: .....  
Address: .....  
.....

Dated:            /        /2021



## SCHEDULE 1 – CLASSIFICATIONS

### Master

The Master's primary job purpose is to manage the vessel and the activities of all those on board in a safe, environmentally secure and efficient manner and to provide the Owner with the maximum possible return on his investment.

The Master is in command of the vessel and is the Owner's Representative on board and is appointed by the Operations Manager or Managing Director.

The Master is given full, overriding authority and responsibility for the safe and efficient running of the ship, and in exercising this responsibility and authority must do so in compliance with all rules, regulations and guidelines.

The Master is responsible for all persons on board, and all members of the crew are responsible to the Master, in addition, all members of the crew have an obligation for their own safety as well as the safety of their colleagues.

The Master is responsible for

- (a) the implementation of the SQS on board. As the person responsible for the effectiveness of the SQS the Master must ensure all policy matters and procedures as laid out in the SQS Manuals are carried out.
- (b) the safe and efficient operation of the ship under their command, and for the safety of its cargo and of all persons on board
- (a) appropriate measures to prevent pollution of the environment.

The Master is to ensure that all laws are observed, including the completion and maintenance of related documents and the filing of reports.

It is the Master's responsibility to ensure that officers and other crew members are assigned, understand and satisfactorily perform their duties. Junior or inexperienced personnel are to be suitably supervised where necessary.

Whenever any event occurs which significantly influences the safety or efficient operation of the ship, safety of cargo or persons, or pollution of the environment, the Master is to report the matter to the Designated Person without delay.

The Master is to ensure they are in receipt of all relevant Charter Parties and Charterers Instructions, and that they are familiar with all clauses of the Charter Parties.

The Master is to ensure that all personnel are familiar with the contents of the SQS Manuals. Masters are to hold regular descriptive briefings as necessary for all persons on board in order that each person is fully conversant with his/her allocated duties and responsibilities.

The Master is designated by the Company as Ship Security Office (SSO) responsible for the security of the ship. This includes implementation and maintenance of the ship security plan. The Master will liaise with the Operations Manager, who is appointed CSO on all issues regarding security. The Master will also liaise with Port Facility Security Officer on arrival and in port as required.

The Master will review and audit the ship security plan to improve and maintain the system. The review will be implemented in the Committee of Management agenda.

The Master is expected to attain and maintain pilotage exemptions / Local Knowledge qualifications relating to the Vessel and the Base port to which engaged.

## **First Officer**

The First Officer is

- appointed by the Operations Manager and assumes temporary Command if the Master should become incapacitated or not capable of maintaining full command
- the Master's Deputy and is responsible for ensuring that all deck and cargo equipment is maintained by the Chief Engineer in a satisfactory condition and in accordance with all Rules, Regulations and Guidelines of the Flag State and Classification Society
- a member of the Committee of Management, and the Working Group which allocates crew members to tasks to be undertaken
- responsible for preparing a loading and discharge plan which is then discussed with the Master. The Master verifies the plans by signing or initialling the plan.
- responsible for Deck Officers when acting as Duty Officer in port and in charge of the loading or discharge operation
- under the direction of the Master, responsible for all matters pertaining to cargo, cargo spaces, cargo systems, and cargo handling. This includes
  - supervision and training of all personnel engaged in cargo duties
  - tank and hold preparation
  - cargo planning and calculations
  - supervision of all transfer operations
  - sampling
  - issuance of written instructions concerning cargo handling
  - preparation and maintenance of all cargo records and, as applicable, the Cargo Oil Record Book
  - enforcement of all safety precautions and regulations
  - enforcement of all pollution prevention precautions and regulations
  - handling cargo in a safe and proper manner, so as to guard against pollution of the environment, loss or contamination
  - monitor cargo temperature and condition to ensure delivery in a fit state.

As Senior Officer of the Deck Department, the First Officer's primary objective is the safe and proper operation of the vessel and its equipment and may be required to stand a sea watch. They are

- responsible for assisting the Master in ensuring that all policies and procedures laid down are properly carried out
- to advise the Master of any discrepancies in the procedures, and to advise of possible changes to improve the process.

The First Officer's responsibilities for Emergency Equipment, delegated to the Second Officer/Third Officer, include

- Breathing apparatus
- Resuscitators
- Line throwing apparatus and pyrotechnics
- Lifeboats, life rafts, and equipment
- All other lifesaving equipment
- All portable firefighting equipment including that located in the machinery spaces
- Oil Spill Equipment.

Circumstances permitting, the First Officer shall make a regular inspection of all the areas for which they are responsible.

A complete record shall be kept of all maintenance performed aboard the vessel. The Cargo Gear Register and the Safety Equipment Manual entries must be kept up to date.

The First Officer provides guidance and assistance to the less experienced Deck Officers and is responsible for the coordination of deck training programs for new entrants and Deck Cadets.

The First Officer is required to have a comprehensive knowledge of all the maintenance and repair needs, the deck, and throughout the accommodation. This includes, but is not limited to

- hull exterior and weather decks
- all emergency equipment
- all machinery, piping and equipment on the weather decks, except for mechanical maintenance or repairs
- deck house exteriors, stack, masts, booms, rigging, and ventilators
- interiors of all tanks, compartments and areas not specifically assigned to the Chief Engineer
- navigational equipment as delegated to the Second Officer
- ladders within Deck Department spaces or giving access thereto
- passageways and all quarters.

Any other duties as required.

## **Chief Engineer**

The Chief Engineer is

- appointed by the Engineer Manager or Managing Director
- responsible to the Master for the safe and efficient operation of all machinery and electrical equipment, and for the effective maintenance of the whole ship
- also responsible for all steelwork repairs and all maintenance of the vessel apart from general cleaning and preparation prior to and including painting
- responsible for the issuance of the Vessel's Work Orders, which is the Company's Official Requisition for work to be carried out by Shore Labour
- to perform their duties, keeping in mind
  - safety of personnel and vessel
  - good engineering practice
  - costs
- a member of the Committee of Management.

The Chief Engineer is Head of the Engineering Department with all Engineer Officers responsible directly to them for all machinery and equipment assigned to their care. As Head they are responsible for

- ensuring that all procedures for the safe and reliable operation of all machinery and equipment under their care are carried out in accordance with the pertinent sections of the SQS Manuals.
- reporting all deficiencies affecting the safe, efficient and pollution free running of the vessel to the Master.

As the Senior Officer responsible for the technical soundness of the vessel, the Chief Engineer liaises directly with the Engineer Manager in the Office, keeping the Master fully informed on any matter that may affect the readiness of the vessel to respond to owners requirements.

The Chief Engineer is responsible for ensuring that the planned maintenance system and inspection system will meet regulatory, Class and Company requirements. This is achieved by the Chief Engineer examining all Class listings of surveys due and alerting the First Officer and First Engineer of equipment due for survey in their areas of responsibility.

The First Officer liaises with the Chief Engineer in determining the maintenance needs of deck and cargo equipment, and for insuring the structural soundness and stability of the vessel.

Assist with mooring operations as required.

## **Engineer Officer**

The Engineer Officer is

- appointed by the Engineer Manager
- the Chief Engineer's Deputy and is responsible to them for ensuring that all machinery and equipment operates and is maintained to the highest standards as required by the Statutory Authorities, Classification Societies and the Company
- responsible for assisting the Chief Engineer in identifying deficiencies in procedures, the inappropriateness or absence of procedures, and for suggesting improvements to the system.
- a member of the Committee of Management, and the Working Group which allocates crew members to tasks to be undertaken
- the Senior Officer in charge of daily Engine Room and maintenance.

The Engineer Officer compiles the list of maintenance and repairs required, and delegates these to the Engineer Officers where assigned, including themselves.

The Engineer Officer assigns Electrical Engineer, P.O. Electrician, Deck Mechanic, Fitters, Motormen and Engineer Cadets to assist Engineer Officers in general duties.

The Engineer Officer discusses with the Engineers the tasks they plan in the respective areas of responsibility and assigns crew members to assist as required. The Engineer Officer provides guidance and assistance to the less experienced Engineers and coordinates the Engine Room training programs for new entrants and Engineer Cadets.

The Engineer Officer ensures all spare part usage is recorded within the computer PMS system on a daily basis.

Any other duties as required.

## SCHEDULE 2 – SALARY

Subject to this Schedule, your annual salary is the relevant rate appearing in the table below opposite your classification. It will be payable at the applicable fortnightly rate and will be increased yearly on the first full pay period on or after the anniversary of the signing of this agreement up to the expiry date.

Employees on 1:1 leave	
Position	At Implementation
Master / Chief Engineer	\$194,239.69
Chief Officer / Engineer Officer	\$156,472.87

Employees on 0.926 leave	
Position	At Implementation
Master / Chief Engineer	\$201,690.32
Chief Officer / Engineer Officer	\$162,474.25

NB – Differential relates to choice by employees to have 0.926 leave and higher rate or 1:1 leave and lower rate.

On the anniversary date for each year of the agreement a minimum increase of 2% will be added. Should the other work groups be assigned a higher increase, this will also be reflected through the positions across the vessel.

## **SCHEDULE 3 – VESSEL SPECIFIC PROVISIONS**

### **1. Roster Cycles**

You acknowledge and agree that the Company may, in its absolute discretion determine the method of arranging your roster and annual leave from time to time.

The rotation and roster as set out in this Agreement, averages each employee's hours over each period of twelve (12) months of their employment and incorporates ordinary hours plus reasonable additional hours.

**1.1** Reasonable additional hours will generally not exceed two hours except in case of genuine emergency. Hours of work and the pattern of work will be subject to *Standards of Training, Certification and Watch-Keeping 2010*.

**1.2** In the event of imbalances of leave, other fleet positions/rotations will be offered.

**EXECUTION PAGE**

**SIGNED** by as authorised representative for the **OFFICERS**

.....  
By executing this agreement the signatory warrants that the signatory is duly authorised to execute this agreement on behalf of the Officers

in the presence of:

Witness signature: .....  
Name: .....  
Occupation: .....  
Address: .....  
.....

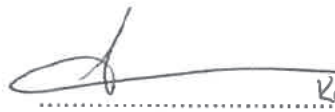
Dated:            /        /2021

**SIGNED** by as authorised representative for **INCO SHIPS PTY LTD**

  
.....

By executing this agreement the signatory warrants that the signatory is duly authorised to execute this agreement on behalf of Inco Ships Pty Ltd.

in the presence of:

Witness signature:  Kelly Lawrence  
Name: Andrew Dally  
Occupation: Managing Director  
Address: level 9, 65 Bony Street  
North Sydney 2060 NSW

Dated:            18/05/2021



**EXECUTION PAGE**

**SIGNED** by as authorised representative for the **OFFICERS**

*J. Moran*

By executing this agreement the signatory warrants that the signatory is duly authorised to execute this agreement on behalf of the Officers

in the presence of:

*J. Moran*

Witness signature: .....

Name: .....

Occupation: .....

Address: .....

JARRO MORAN  
SENIOR INDUSTRIAL OFFICER  
LEVEL 1, 52 BIRMINGHAM ST  
SORRY HILLS NEW

Dated: 18 / 5 /2021

**SIGNED** by as authorised representative for **INCO SHIPS PTY LTD**

.....

By executing this agreement the signatory warrants that the signatory is duly authorised to execute this agreement on behalf of Inco Ships Pty Ltd.

in the presence of:

Witness signature: .....

Name: .....

Occupation: .....


Address: .....

.....

Dated: / /2021

**EXECUTION PAGE**

**SIGNED** by as authorised representative for the **OFFICERS**

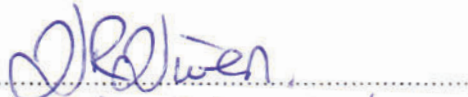


MARTIN BYRNE  
Federal Secretary, AIMPE.

By executing this agreement the signatory warrants that the signatory is duly authorised to execute this agreement on behalf of the Officers

in the presence of:

Witness signature: .....



Name: .....

NATHAN NIVEN

Occupation: .....

SENIOR NATIONAL ORGANISER

Address: .....

52 BUCKINGHAM ST  
SURRY HILLS NSW

Dated: .....

18/5/2021

**SIGNED** by as authorised representative for **INCO SHIPS PTY LTD**

.....

By executing this agreement the signatory warrants that the signatory is duly authorised to execute this agreement on behalf of Inco Ships Pty Ltd.

in the presence of:

Witness signature: .....

Name: .....

Occupation: .....

Address: .....

Dated: .....

/ /2021

**EXECUTION PAGE**


**SIGNED** by as authorised representative for the **OFFICERS**



By executing this agreement the signatory warrants that the signatory is duly authorised to execute this agreement on behalf of the Officers

in the presence of:

Witness signature:

 FERDINAND P. MENDOZA

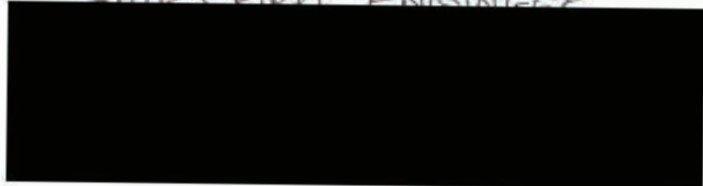
Name:

YOUNUS AHMED SYED

Occupation:

SHIP'S FIRST ENGINEER

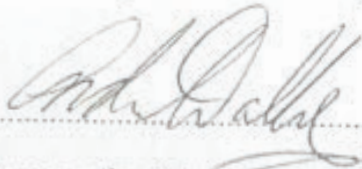
Address:



C/-Level 9  
65 Berry St  
North  
Sydney  
NSW2060

Dated: 18/05/2021

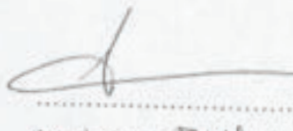
**SIGNED** by as authorised representative for **INCO SHIPS PTY LTD**



By executing this agreement the signatory warrants that the signatory is duly authorised to execute this agreement on behalf of Inco Ships Pty Ltd.

in the presence of:

Witness signature:

 Kelly Lawrence

Name:

Andrew Dully

Occupation:

Managing Director

Address:

level 9, 65 Berry Street  
North Sydney

Dated: 18/05/2021



**EXECUTION PAGE**

**SIGNED** by as authorised representative for the **OFFICERS**

*[Handwritten Signature]*

By executing this agreement the signatory warrants that the signatory is duly authorised to execute this agreement on behalf of the Officers

signatory is duly authorised to  
**PRICELINE PHARMACY QV**  
Shop 51, QV Retail Centre,  
Cnr. Swanston & Lonsdale St's  
Melbourne 3000  
Phone: (03) 9654 4470

in the presence of:

*[Handwritten Signature]*

**ANISHA NAUWARATNAM**  
**(PHARMACIST)**

Witness signature:

Name:

**VADYM LYSEISKY**  
**CHIEF ENGINEER**

Occupation:

Address:

[Redacted Address]

*Details of  
Authorised person*

Dated: 19 10/5/2021

**SIGNED** by as authorised representative for **INCO SHIPS PTY LTD**

*[Handwritten Signature]*

By executing this agreement the signatory warrants that the signatory is duly authorised to execute this agreement on behalf of Inco Ships Pty Ltd.

in the presence of:

Witness signature:

*[Handwritten Signature]* Kelly Lawrence

Name:

**Andrew Dally**

Occupation:

**Managing Director**

Address:

**level 9, 65 Berry Street**  
**North Sydney**

Dated: 18/05/2021

**EXECUTION PAGE**


**SIGNED** by as authorised representative for the **OFFICERS**



By executing this agreement the signatory warrants that the signatory is duly authorised to execute this agreement on behalf of the Officers

in the presence of:

Witness signature:

 FERDINAND MENDORA


Name:



Occupation:

Chief Engineer

Address:



Dated: 18 / 05 / 2021

C/-Level 9  
65 Berry St  
North Sydney NSW2060

**SIGNED** by as authorised representative for **INCO SHIPS PTY LTD**

By executing this agreement the signatory warrants that the signatory is duly authorised to execute this agreement on behalf of Inco Ships Pty Ltd.

in the presence of:

Witness signature: .....

Name: .....

Occupation: .....

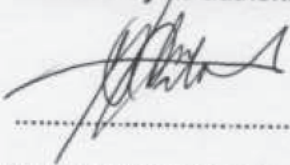
Address: .....

Dated: / / 2021



**EXECUTION PAGE**

**SIGNED** by as authorised representative for the **OFFICERS**

  
.....

By executing this agreement the signatory warrants that the signatory is duly authorised to execute this agreement on behalf of the Officers

in the presence of:

Witness signature:  Ronald Rivera

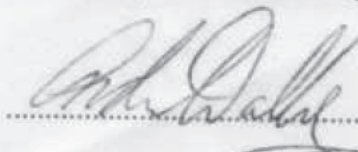
Name: GABRIEL G. CALOT

Occupation: SHIP'S ENGINEER

Address: 

Dated: 1 / 2021  
C/-Level 9  
65 Berry St  
North Sydney  
NSW2060

**SIGNED** by as authorised representative for **INCO SHIPS PTY LTD**

  
.....

By executing this agreement the signatory warrants that the signatory is duly authorised to execute this agreement on behalf of Inco Ships Pty Ltd.

in the presence of:

Witness signature:  Kelly Lawrence

Name: Andrew Dally

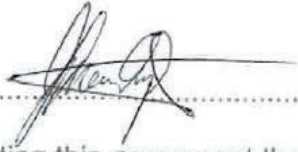
Occupation: Managing Director

Address: level 9, 65 Berry Street  
North Sydney

Dated: 18/05/2021

**EXECUTION PAGE**

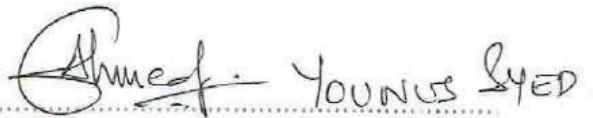
**SIGNED** by as authorised representative for the **OFFICERS**



By executing this agreement the signatory warrants that the signatory is duly authorised to execute this agreement on behalf of the Officers

in the presence of:

Witness signature:



Name:

FERDINAND P. MENDOZA

Occupation:

CHIEF ENGINEER

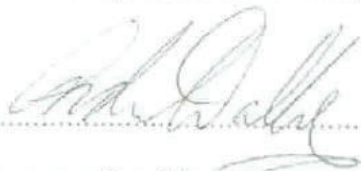
Address:



C/-Level 9  
65 Berry St  
North Sydney NSW2060

Dated: 19 / 05 / 2021


**SIGNED** by as authorised representative for **INCO SHIPS PTY LTD**



By executing this agreement the signatory warrants that the signatory is duly authorised to execute this agreement on behalf of Inco Ships Pty Ltd.

in the presence of:

Witness signature:



Name:

Andrew Dally

Occupation:

Managing Director

Address:

level 9, 65 Berry Street  
North Sydney

Dated: 18 / 05 / 2021

**EXECUTION PAGE**

**SIGNED** by as authorised representative for the **OFFICERS**

  
.....


By executing this agreement the signatory warrants that the signatory is duly authorised to execute this agreement on behalf of the Officers

in the presence of:

Witness signature:  Ronald Rivera  
.....

Name: GABRIEL G. CALOT  
.....

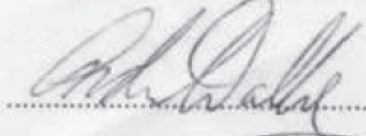
Occupation: SHIP'S ENGINEER  
.....

Address: 

C/-Level 9  
65 Berry St  
North Sydney NSW2060

Dated: 1 / /2021

**SIGNED** by as authorised representative for **INCO SHIPS PTY LTD**

  
.....

By executing this agreement the signatory warrants that the signatory is duly authorised to execute this agreement on behalf of Inco Ships Pty Ltd.

in the presence of:

Witness signature:  Kelly Lawrence  
.....

Name: Andrew Dally  
.....

Occupation: Managing Director  
.....

Address: level 9, 65 Berry Street  
North Sydney  
.....

Dated: 18/05/2021





**EXECUTION PAGE**

**SIGNED** by as authorised representative for the **OFFICERS**



By executing this agreement the signatory warrants that the signatory is duly authorised to execute this agreement on behalf of the Officers

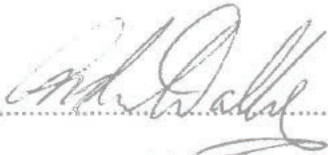
in the presence of:

Witness signature: Miss Albante MA KRISTINE BARTE  
Name: ALFREDO BARTE  
Occupation: CHIEF ENGINEER  
Address: [REDACTED]

C/-Level 9  
65 Berry St  
North Sydney NSW2060

Dated: 19 / 05 / 2021

**SIGNED** by as authorised representative for **INCO SHIPS PTY LTD**



By executing this agreement the signatory warrants that the signatory is duly authorised to execute this agreement on behalf of Inco Ships Pty Ltd.

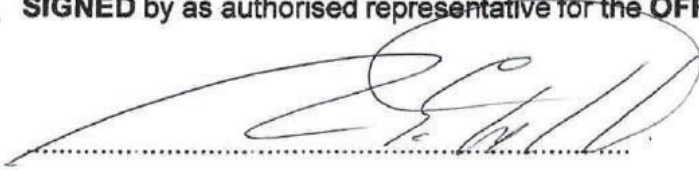
in the presence of:

Witness signature: Kelly Lawrence  
Name: Andrew Dally  
Occupation: Managing Director  
Address: level 9, 65 Berry Street  
north Sydney

Dated: 18 / 05 / 2021


**EXECUTION PAGE**

**SIGNED** by as authorised representative for the **OFFICERS**



By executing this agreement the signatory warrants that the signatory is duly authorised to execute this agreement on behalf of the Officers

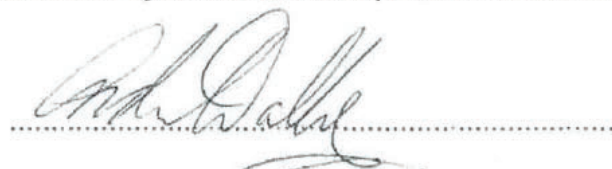
in the presence of:

Witness signature: Daylo Estrella  
Name: SIMON ESTELLA  
Occupation: MASTER  
Address: 

C/-Level 9  
65 Berry St  
North Sydney NSW2060

Dated: 21 15 /2021

**SIGNED** by as authorised representative for **INCO SHIPS PTY LTD**



By executing this agreement the signatory warrants that the signatory is duly authorised to execute this agreement on behalf of Inco Ships Pty Ltd.

in the presence of:

Witness signature: Kelly Lawrence  
Name: Andrew Dally  
Occupation: Managing Director  
Address: level 9, 65 Berry Street  
North Sydney

Dated: 18 / 05 / 2021



Dear Commissioner

*Inco Ships Pty Ltd Officer Collective Agreement 2021, Shipping Services for ICS Allegiance*  
**Written undertakings under section 190 of the Fair Work Act 2009**

Inco Ships Pty Ltd hereby undertakes the following in relation to the *Inco Ships Pty Ltd Officer Collective Agreement 2021, Shipping Services for ICS Allegiance*:

**Termination**

For the purposes of clause 2.3.6 the employer will apply the definition of serious misconduct set out in Reg. 1.07 in the case of dismissal for conduct that justifies instant dismissal.

**Notice of termination (abandonment of employment)**

For the purposes of clause 2.3.6(b) desertion of the vessel on which an employee is employed will be applied in accordance with the termination provisions of the National Employment Standards as they apply to termination for serious misconduct.

Signed for and on behalf of the employer

A handwritten signature in blue ink, appearing to read "Andrew Dally".

**Andrew Dally**  
Managing Director  
Date: 26/05/21