



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

**Quicksilver Connections Limited T/A Quicksilver, Great Adventures,
Silver Series, Poseidon, Wavedancer And Ocean Spirit**
(AG2023/2037)

**QUICKSILVER CONNECTIONS AMOU & AIMPE MARINE
AGREEMENT 2023 – 2025**

Marine tourism and charter vessels

COMMISSIONER SPENCER

BRISBANE, 13 JULY 2023

*Application for approval of the Quicksilver Connections AMOU & AIMPE Marine Agreement
2023 – 2025*

[1] An application has been made for approval of an enterprise agreement known as the *Quicksilver Connections AMOU & AIMPE Marine Agreement 2023 – 2025* (the Agreement). The application was made pursuant to section 185 of the *Fair Work Act 2009* (the Act). It has been made by Quicksilver Connections Limited T/A Quicksilver, Great Adventures, Silver Series, Poseidon, Wavedancer And Ocean Spirit (the Applicant). The Agreement is a single enterprise agreement.

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

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

[4] Pursuant to section 202(4) of the Act, the model flexibility term prescribed by the *Fair Work Regulations 2009* is taken to be a term of the Agreement.

[5] The Agreement is approved and, in accordance with section 54 of the Act, will operate from 20 July 2023. The nominal expiry date of the Agreement is 31 March 2025.



COMMISSIONER

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Note - the model flexibility term is taken to be a term of this agreement and can be found at the end of the agreement.

QUICKSILVER CONNECTIONS

AMOU & AIMPE

MARINE AGREEMENT

2023 - 2025

The following shall be known as the:

**QUICKSILVER CONNECTIONS
AMOU & AIMPE
MARINE AGREEMENT 2023 - 2025**

MADE BETWEEN

Quicksilver Connections Ltd (ACN 010434269)

AND

Employees of Quicksilver Connections Ltd (ACN 010434269)

AND

Australian Maritime Officers Union

AND

Australian Institute of Marine and Power Engineers

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PART 1 – PRELIMINARY

1.1 TITLE

This Agreement will be known as the 'QUICKSILVER CONNECTIONS AMOU & AIMPE MARINE AGREEMENT 2023 – 2025'

1.2 DEFINITIONS

"Agreement" means the 'QUICKSILVER CONNECTIONS AMOU & AIMPE MARINE AGREEMENT 2023 - 2025

"Casual" means any Employee who is engaged as such on an hourly or as needs basis as set out in the Agreement.

"Completed or acquired level of competency" means the level of training, skills, and work performance required to be appointed to a particular job grade.

"Employees" means an Employee of Quicksilver Connections Ltd (ACN 010434269) for whom classifications exist under this agreement.

"Employer" or "Company" means Quicksilver Connections Ltd (ACN 010434269).

"FWC" means Fair Work Commission

"Family and Domestic Violence Leave" means violent, threatening or other abusive behaviour by an employee's close relative, a current or former intimate partner, or a member of their household that both:

- a) Seeks to coerce or control the employee
- b) Causes them harm or fear.

"Full-time" means an Employee engaged on the terms and conditions set out in this Agreement.

"Grade" means the Job Grade or Classification to which an Employee is assigned, and may include any one or more functions in any lower grade at any time, if required.

"Immediate family or household" means:

- a) Spouse (including a former spouse, a de facto spouse and a former de facto spouse of the Employee. A de facto spouse means a person who lives with the Employee as their partner in a bona fide domestic basis.
- b) Child or an adult child (including an adopted child, a step child or an ex-nuptial child), parent, grandparent, grandchild or sibling of the Employee or spouse of the Employee.

“Mutual Agreement” means a written agreement reached between the Employee and the Company. This may include the initialling of the roster by the Employee and the Employee’s Supervisor or Manager. Or include other forms of two way communication such as text messages.

“NES” means National Employment Standards.

“Part-time Employee” means an Employee engaged on the terms and conditions set out in this Agreement.

“Probationary Employee” means an Employee engaged in a trial period of up to 3 months specified on or before the date of commencement of their employment.

“Public Holiday” means New Year’s Day, Australia Day, Anzac Day, Good Friday, Easter Saturday, Easter Sunday, Easter Monday, Labour Day, Cairns Show Day or Mossman Show Day (as applicable, Sovereign’s Birthday, Christmas Day and Boxing Day.

“Rostered day off” means twenty four (24) hours clear, off duty, from the time a full-time Employee ceases work, regardless of whether this is the Employee’s ordinary shift or associated overtime.

“Timesheets” means any time keeping record including electronic time keeping devices.

“Union(s)” means Australian Maritime Officers Union and the Australian Institute of Marine and Power Engineers.

1.3 TERMS AND OPERATION OF AGREEMENT

This Agreement shall be an Enterprise Agreement made in accordance with the *Fair Work Act 2009* (Fair Work Act or the Act) and will operate 7 days after the date of approval by Fair Work Commission. The nominal expiry period of this Agreement will be 31st March 2025.

Unless otherwise specified in this Agreement, it is the intention of the parties to this Agreement, that it will replace all terms and conditions and any Award, or Industrial Instrument or any variations thereto (other than the NES) that covers Employees classified under this Agreement.

The Parties to this Agreement and their nominated representatives agree to meet and commence negotiations for a replacement Agreement no later than 90 days prior to the nominal expiry date to this Agreement.

1.4 AGREEMENT SCOPE

This Agreement applies to, binds and covers:

- a) The Employer
- b) The Employees
- c) The Unions

1.5 NATIONAL EMPLOYMENT STANDARDS

- 1.5.1 The National Employment Standards (NES) contained in the Fair Work Act apply to all employees covered by the Agreement.
- 1.5.2 Should any term of this Agreement be detrimental to any employee in relation to the National Employment Standards, that term of the Agreement shall be replaced by the National Employment Standards.

1.6 AGREEMENT OBJECTIVES

The objectives of this Agreement are to promote real gains in productivity, efficiency, flexibility and co-operation in the workplace and this process is directed in the best interests of the Employees and Employer by:

- a) Ensuring good management and work practices.
- b) Removing any demarcation that impedes upon the productivity and efficiency of the Employer and its Employees.
- c) Reducing lost time through absenteeism and injury by the promotion of a better, safer work environment.
- d) Maximising staff retention through good work practices, training and career development aimed at providing appropriate employment opportunities for Employees.
- e) Establishing closer links with both customers and suppliers to ensure all aspects of the service chain are focused on improving customer satisfaction.
- f) Improving the efficiency and productivity of the Employee and the Employer by ensuring that good management and labour practices are implemented to achieve common employment conditions that are more closely attuned to the current and future needs of the Employer and Employees.

1.7 SAVINGS CLAUSE

No full-time or part-time Employee will suffer a reduction in ordinary time earnings as a result of the introduction of this Agreement.

1.8 NO FURTHER INCREASES

The Employees and the Union(s) undertake not to pursue any further wage increases or claims until expiry of the nominal period of this Agreement.

PART 2 – TERMS AND CONDITIONS

2.1 CONTRACT OF EMPLOYMENT

- 2.1.1 Each Employee shall, on or prior to commencing employment, be provided by the Employer with a written statement outlining the Employee's:
- a) Employment category, which will be full-time, part-time or casual.
 - b) Classification.

- c) Hours of Duty.
- d) Aggregate Salary/Rates of Pay.
- e) A probationary period of 3 months.
- f) Date of appointment.
- g) Place of engagement.

2.2 TERMINATION

2.2.1 The amount of notice, or compensation in lieu of notice, depends on the Employee's length of continuous service with the Employer, and his or her age. The employment of full-time or part-time employees may be terminated in accordance with the following required notice periods:

Length of Employment	Employee Under 45	Employee 45 or over
Less than 1 year	1 week	1 week
1 year but less than 2 years	2 weeks	2 weeks
2 years but less than 3 years	2 weeks	3 weeks
3 years but less than 5 years	3 weeks	4 weeks
5 years and over	4 weeks	5 weeks

2.2.2 The compensation to be paid to the Employee if the Employer does not require the Employee to work out the notice period is equal to the whole or part of the notice period and the wages the Employee would have earned had this period been worked.

2.2.3 The notice of termination required to be given by an Employee will be the same as that required of the Employer with the exception that employees over 45 do not need to give an extra week's notice. If the Employee fails to give notice, or fails to complete their notice period, the Employer will have the right to withhold monies due to the Employee with a maximum amount equal to the appropriate aggregate salary rate for that notice period or the remainder of their notice period; provided that the Employer may waive part or all of the above required notice period depending on the Employee's individual circumstances.

Casuals, and probationary Employees or Employees employed for a specific period or task do not have to give notice to the Employer.

2.2.4 The Employer may, depending on the circumstances, terminate the Employee's employment without notice for serious misconduct. Serious misconduct will include, but not be limited to the following:

- a) Failure to follow a reasonable and lawful direction.
- b) Unauthorised removal or wilful destruction of the Employer's property.
- c) Theft, fraud, or attempted theft or fraud against the Employer for example, falsification of the Employee's time sheet, guest accounts, or credits.
- d) Commencing a rostered shift or working under the influence of alcohol and/or illegal substances or intoxicants.
- e) Consumption, use, or sale of illegal substances or intoxicants at the workplace
- f) Fighting at the workplace, for example physical altercation.
- g) Deliberate or serious breaches of workplace health and safety.

- h) Disclosure of confidential information without the consent of the Employer.
- i) Deliberate misrepresentations in order to obtain employment with the Employer.
- j) Any serious breach of the *Privacy Act 1988*.
- k) Any breach of the Employee's duty of good faith or confidential information without the consent of the Employer.
- l) Conviction of any serious crime(s) that could be related to the responsibilities of their position.
- m) All forms of discrimination, sexual harassment, and/or workplace bullying.

2.2.5 Except in the case on an Employee being dismissed on a day outside the Employer's normal banking hours, an Employee on termination will be paid all monies due within 24 hours of ceasing work. If such monies due are not paid within 24 hours, all waiting time in excess of that period will be paid for at the appropriate hourly rate. Alternatively, by mutual agreement, all wages and entitlements due upon termination can be forwarded to an Employee via the weekly payroll Electronic Funds Transfer.

2.2.6 The Employer is not required to give notice to casuals, probationary Employees, or Employees employed for a specific period or task.

2.2.7 If the employment of any Employee is terminated by the Employer, other than at the place of engagement, for any reason other than serious misconduct, the Employer will be responsible for conveying the Employee to the place of engagement where necessary.

2.3 GRIEVANCE PROCEDURES

2.3.1 All workplace grievances or disputes, about this Agreement or on any other matter, (including work, health and safety matters or any other matters such as the National Employment Standards), will be dealt with in accordance with the following steps:

Step 1 Any Employee with any enquiry, grievance or complaint regarding any aspect of their employment may raise the matter with their immediate work supervisor.

Step 2 If the matter cannot be resolved at Step 1, then the Employee will discuss the matter with the next higher level of management.

Step 3 If agreement has not been reached within 14 days after the matter has been dealt with in accordance of Step 2, either the employee (or their representative or the Employer may refer the matter to Fair Work Commission for resolution. The Employee and the Employer may mutually agree that the matter be referred to a third party other than FWC for resolution.

2.3.2 Whilst any of the above steps are being followed the status quo will prevail and work will continue normally, if safe, until settlement is reached. No party will be

prejudiced as to the final settlement by the continuance of work in accordance with sub-clause.

- 2.3.3 The Employee will be advised that they can be represented by a representative of their choice at any of the above stages. No discussions will be entered into until all parties are present. A copy of the final document will be given to the Employee. The Employee is not required to sign the document should they disagree with it.
- 2.3.4 The parties agree that if either the Employer or Employee (or their representative refers the matter to conciliation, both the Employer and the Employee will participate in the process in good faith.
- 2.3.5 It is the intention of the parties that in fulfilment of this clause, FWC shall exercise the functions and powers normally associated with private arbitration. Accordingly, the parties expressly confer upon FWC, the full range of conciliation and arbitration powers necessary to resolve the matter or matters in dispute.
- 2.3.6 For the avoidance of doubt, the parties consent to FWC exercising any powers or functions reasonably incidental to the conciliation and/or arbitration of disputes.

The parties agree that any decision or determination of FWC under this clause shall be binding and final by virtue of this clause, subject to either party exercising a right to appeal against the decision to a Full Bench of FWC.

2.4 ENTERPRISE FLEXIBILITY

- 2.4.1 Notwithstanding any other provision of this Agreement, the Employer and an individual employee may agree to vary the application of certain terms of this Agreement to meet the genuine individual needs of the Employer and the individual Employee. The terms the Employer and the individual Employee may agree to vary are those concerning individual rostering arrangements.
- 2.4.2 The Employer and the individual Employee must have genuinely made the Agreement without coercion or duress and provided the Employee is better off overall.
- 2.4.3 The Employer must ensure that the individual flexibility arrangement:
 - a) Is in writing.
 - b) Includes the name of the Employer and the Employee.
 - c) Is signed by the Employer and the Employee and if the Employee is under the age of 18 years of age, signed by a parent or a guardian of the Employee.
 - d) includes details of:
 - i. The terms of the Enterprise Agreement that will be varied by the arrangement.
 - ii. How the arrangement will vary the effect of the terms.
 - 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.
 - e) States the day on which the arrangement commences.

- 2.4.4 The Employer must give the Employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 2.4.5 The Employer or the Employee may terminate the individual flexibility arrangement:
- a) By giving no less than 28 days written notice to the other party to the arrangement.
 - b) If the Employer and the Employee agree in writing – at any time.
- 2.4.6 The Employer is responsible for ensuring that all of the requirements of clause 2.4.3 are met.
- 2.4.7 The Employer will, as required by law or with the consent of an affected employee, provide a copy of any applicable flexibility arrangements made under this clause to the Union(s).

2.5 CONSULTATION

- 2.5.1 This term applies if the employer:
- a) Has made a definite decision to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the employee.
 - b) Proposes to introduce a change to the regular roster or ordinary hours of work of employees.

Major change

- 2.5.2 For a major change referred to in paragraph 2.5.1 a):
- a) The employer must notify the relevant employees of the decision to introduce the major change.
 - b) Subclauses 2.5.3 to 2.5.9 apply.
- 2.5.3 The relevant employees may appoint a representative for the purposes of the procedures in this term.
- 2.5.4 If:
- a) A relevant employee appoints, or relevant employees appoint, a representative (including either Australian Maritime Officers Union or the Australian Institute of Marine and Power Engineers) for the purposes of consultation.
 - b) The employee or employees advise the employer of the identity of the representative.
- The employer must recognise the representative.

2.5.5 As soon as practicable after making its decision, the employer must:

- a) Discuss with the relevant employees:
 - i. The introduction of the change.
 - ii. The effect the change is likely to have on the employees.
 - iii. Measures the employer is taking to avert or mitigate the adverse effect of the change on the employees.
- b) For the purposes of the discussion—provide, in writing, to the relevant employees:
 - i. All relevant information about the change including the nature of the change proposed.
 - ii. Information about the expected effects of the change on the employees.
 - iii. Any other matters likely to affect the employees.

2.5.6 However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.

2.5.7 The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.

2.5.8 If a term in this agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the employer, the requirements set out in paragraph (2) a) and subclauses (3) and (5) are taken not to apply.

2.5.9 In this term, a major change is likely to have a significant effect on employees if it results in:

- a) The termination of the employment of employees.
- b) Major change to the composition, operation or size of the employer's workforce or to the skills required of employees.
- c) The elimination or diminution of job opportunities (including opportunities for promotion or tenure).
- d) The alteration of hours of work.
- e) The need to retrain employees.
- f) The need to relocate employees to another workplace.
- g) The restructuring of jobs.

Change to regular roster or ordinary hours of work

2.5.10 For a change referred to in paragraph 2.5.1 b):

- a) The employer must notify the relevant employees of the proposed change.
- b) Subclauses 2.5.11 to 2.5.15 apply.

2.5.11 The relevant employees may appoint a representative for the purposes of the procedures in this term.

2.5.12 If:

- a) A relevant employee appoints, or relevant employees appoint, a representative for the purpose of consultation.
- b) The employee or employees advise the employer of identity of the representative.

The employer must recognise the representative.

2.5.13 As soon as practicable after proposing to introduce the change, the employer must:

- a) Discuss with the relevant employees the introduction of the change; and
- b) for the purposes of the discussion—provide to the relevant employees:
 - i. All relevant information about the change, including the nature of the change.
 - ii. Information about what the employer reasonably believes will be the effects of the change on the employees.
 - iii. Information about any other matters that the employer reasonably believes are likely to affect the employees.
- c) Invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).

2.5.14 However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.

2.5.15 The employer must give prompt and genuine consideration to matters raised about the change by the relevant employees.

2.5.16 In this term:

Relevant employees means the employees who may be affected by a change referred to in subclause 2.5.1.

2.6 REDUNDANCY

- a) Where the Employer decides that the Employer no longer wishes the job an Employee has been doing to be done by anyone, and this is not due to the ordinary and customary turnover of labour, and that decision may lead to termination of employment, the Employer will, as required by law or with the consent of an affected Employee, consult with the Union(s) and the affected Employee.
- b) The consultation shall take place as soon as it is practicable after the Employer has made a decision, in accordance with the provision of the clause 2.5, and shall cover the reasons for the proposed terminations, measure to avoid or minimise the terminations and/or their adverse effects on the Employees concerned.
- c) For the purpose of the consultation the Employer shall, as soon as practicable, provide in writing to the Employees concerned and the Union(s), all relevant information about the proposed terminations including the reasons for the

proposed terminations, the number and categories of Employees likely to be affected, the number of workers normally employed and the period over which the terminations are likely to be carried out; provided that any Employer shall not be required to disclose confidential information, the disclosure of which would be adverse to the Employer's interests.

- d) The Employer will also arrange discussions with the Union(s) bound by the Agreement on the method of identifying positions as redundant, having regard to the efficient and economical working of the Enterprise; and advice and the timing of that advice to the Employees.

2.6.1 Severance Pay

In addition to the period of notice prescribed for ordinary termination in 2.2.1 of the "Termination" clause, an Employee whose employment is terminated for reasons set out in 2.6 a) of the "Redundancy" clause, shall be entitled to the following amounts of severance pay:

Period of Continuous Service	Severance Pay
1 year or less	Nil
1 year and up to the completion of 2 years	4 weeks' pay
2 years and up to the completion of 3 years	6 weeks' pay
3 years and up to the completion of 4 years	7 weeks' pay
4 years and up to the completion of 5 years	8 weeks' pay
5 years and up to the completion of 6 years	10 weeks' pay
6 years and up to the completion on 7 years	11 weeks' pay
7 years and up to the completion of 8 years	13 weeks' pay
8 years and up to the completion of 9 years	14 weeks' pay
9 years and up to the completion of 10 years	16 weeks' pay
10 years and up to the completion of 11 years	16 weeks' pay
11 years and up to the completion of 12 years	16 weeks' pay
12 years and up to the completion of 13 years	16 weeks' pay

In addition to the entitlements stated above, Employees will be entitled to an additional one 'week's payment' for every year of continuous service over 13 years. By example, if an Employee has completed 18 years of service at the commencement of this Agreement then they will be entitled to an additional 5 weeks payment on the entitlement set out in the clause above. For employees whose service commenced after 31st March 2023 Severance Pay will be capped at 26 weeks.

'Week's Payment' means the ordinary time rate of pay for the Employee concerned, provided that the following amounts are excluded from the calculation of the ordinary time rate of pay: overtime, penalty rates, disability allowances, shift allowances, special rates, fares and travelling time allowances, bonuses and any other paid ancillary payments.

2.6.2 Alternative Employment

An Employer, in a particular case, may make application to FWC to have the general severance pay prescription amended if the Employer obtains acceptable alternative employment for an Employee.

2.6.3 Employees with Less Than One Years' Service

Clause 2.6 does not apply to Employees with less than one year's continuous service and the general obligation on the Employer should be no more than to give relevant Employees an indication of the impending redundancy at the first reasonable opportunity, and to take such steps as may be reasonable to facilitate the obtaining by the Employees of suitable alternative employment.

2.6.4 Employees exempted

Clause 2.6 does not apply:

- a) Where employment is terminated as a consequence of misconduct on the part of the Employee.
- b) To employees engaged for a specific period or task(s).
- c) To casual Employees.

2.6.5 Exemption Where Transmission of Business

- a) The provision of the "Severance Pay" clause are not applicable where a business is transmitted from the Employer (transmittor) to another Employer (transmittee), in any of the following circumstances:
 - i. Where the Employee accepts employment with the transmittee which recognises the period of continuous service which the Employee had with the transmittor, and any prior transmittor, to be continuous service of the Employee with the transmittor.
 - ii. Where the Employee rejects an offer of employment with the transmittee:
- b) In which the terms and conditions are substantially similar and no less favourable, considered on an overall basis, than the terms and conditions applicable to the Employee at the time of ceasing employment with the transmitter.
- c) Which recognises the period of continuous service which the Employee had with the transmittor and any prior transmittor to be continuous service of the Employee with the transmittee.

2.6.6 Employee Leaving During Notice Period

An Employee whose employment is terminated by reason of redundancy may terminate the employment during the period of notice and, will be entitled to the same benefits and payments under this clause had they remained with the Employer until the expiry of such notice. However, in this circumstance the Employee will not be entitled to payment in lieu of notice unless there is an agreement between the Employer and Employee to vary this by mutual agreement.

2.6.7 Time Off During Notice Period

During the period of notice of termination given by the Employer an Employee will be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.

If the Employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the Employee will, at the request of the employer, be required to produce proof of attendance at an interview or they will not receive payment for the time absent. For this purpose a statutory declaration will be sufficient.

2.6.8 Transfer to Lower Paid Duties

Where an Employee is transferred to lower paid duties by reason of redundancy the same period of notice must be given as the Employee would have been entitled to if the employment had been terminated and the Employer may at the Employer's option, make paying in lieu thereof an amount equal to the difference between the former ordinary rate of pay and the new ordinary time rate for the number of weeks of notice still owing.

2.7 MULTI-SKILLING AND JOB ROTATION

2.7.1 In recognition of the operational and efficiency requirements of the Employer, and to create more varied and interesting work, it is a condition on employment that staff perform duties and functions for which they have the skills and training to perform and that they are prepared to undertake training to perform tasks outside their usual duties.

2.7.2 As the training of Employees increase, additional tasks and functions may be required to be performed subject to the operational needs of the enterprise at all times.

2.7.3 On the condition that Employees possess the required skills, the Employer may rotate an Employee from one vessel to another.

2.7.4 Employees who work at higher-grade duties will be paid at the rate of pay for the higher grade for the time worked at those higher duties. Where an Employer performs lower grade duties they will continue to be paid their aggregate salary hourly rate. This will not apply to casual/part-time Engineers that mutually agree to work as Glass Bottom Boat Operators as additional shifts to Engineers duties.

2.8 COUNSELLING PROCEDURES

2.8.1 The following counselling procedures will apply to all Employees covered by the Agreement:

Step 1 If a misdemeanour occurs, the Employee will be formally counselled and warned. This counselling need not be in writing but can be a formal verbal exchange. A record of this meeting will be placed on the Employees Personnel file.

Step 2 If a misdemeanour continues or other misdemeanours occur, the Employee will depending on the circumstances receive a formal written warning. A record of this meeting will be placed on the Employee's Personnel file.

Step 3 If a misdemeanour continues or other misdemeanours occur, the Employee will depending on the circumstances will receive a final written warning. A record of this meeting will be put on the Employee's Personnel file.

Step 4 If the Employees performance does not improve, their employment may be terminated.

2.8.2 A Union delegate or an Employee representative may be present at any stage on request by the Employee.

2.8.3 Nothing in this procedure limits the Employer's rights under the Agreement or at common law. Depending on the seriousness of the situation the Employer reserves the right to effect summary dismissal or such lesser action as the Employer deems appropriate (which may include suspension).

PART 3 – JOB GRADES AND AGGREGATE SALARIES

3.1 JOB GRADES

3.1.1 Marine Officer Grade 1

The classification of a Marine Officer Grade 1 will mean an Employee who has completed or acquired the competency to perform the tasks with the position descriptions assigned to this grade and are employed as:

- a) A Master who holds a minimum or a Certificate of Competency as Master <45M or equivalent.
- b) An Engineer who holds a minimum of a Certificate of Competency as a Marine Engine Driver Grade 1, or equivalent.

3.1.2 Marine Officer Grade 2

The classification of a Marine Officer Grade 2 will mean an Employee who has completed or acquired the competency to perform the tasks within the position descriptions assigned to this grade are employed as a;

- a) Master who holds a minimum of a Certificate of Competency as Master <24M or equivalent.
- b) An Engineer who holds a minimum of a Certificate of Competency as Marine Engine Driver Grade 2, or equivalent.

3.1.3 Marine Officer Grade 3

The classification of a Marine Officer Grade 3 will mean an Employee who has completed or acquired the competency to perform the tasks within the position descriptions assigned to this grade and are employed as a Mate, or Relief Master, or Relief Med 2 who holds a

minimum of a Certificate of Competency as Master <24M or equivalent or Marine Engine Driver Grade 2, or equivalent.

3. 2 AGGREGATE WEEKLY SALARIES

3.2.1 The aggregate weekly salary for each classification of Employee for the purpose of this Agreement will be as follows:

AGGREGATE SALARY RATES OPERATIVE FROM THE FIRST FULL PAY PERIOD ON OR AFTER THE DATES SET OUT IN THE TABLE BELOW

- a) Employees who are permanently appointed to work on vessels under the trading name of Great Adventures, Silver Series, Poseidon and/or Ocean Spirit, and on the vessel Jamali:

		\$	\$	\$	\$
	DATE %	1 April 2020	5 July 2022 7.62	1 April 2023 4.0	1 April 2024 4.0
MO Grade 1	Annual	89,257.76	96,063.66	99,906.21	103,902.46
	Weekly	1,710.67	1841.20	1,914.85	1,991.44
MO Grade 2	Annual	78,544.47	84,533.49	87,914.83	91,431.42
	Weekly	1,505.35	1620.00	1,684.80	1,752.19
MO Grade 3	Annual	68,885.42	74,137.93	77,103.45	80,187.59
	Weekly	1,320.32	1420.80	1,477.63	1,536.74

- b) Employees who are permanently appointed to work on vessels under the trading name of Quicksilver and Wavedancer:

		\$	\$	\$	\$
	DATE %	1 April 2020	5 July 2022 7.62	1 April 2023 4.0	1 April 2024 4.0
MO Grade 1	Annual	81,282.52	87,480.31	90,979.52	94,618.17
	Weekly	1,557.82	1,676.80	1,743.67	1,885.95
MO Grade 2	Annual	71,526.70	76,980.61	80,059.83	83,262.23
	Weekly	1,370.85	1475.20	1,534.21	1,595.58
MO Grade 3	Annual	62,823.98	67,614.31	70,318.88	73,131.64
	Weekly	1,204.06	1296.00	1,348.46	1,401.75

3.2.2 The aggregate salary for each full-time classification of Employee incorporates:

Great Adventures, Silver Series, Ocean Spirit, Poseidon or Jamali

- a) 40 base hours (38 ordinary hours plus 2 additional hours per week);
- b) 6.66 hour overtime per week.
- c) All applicable loadings, penalties and allowances.

Quicksilver or Wavedancer

- a) 40 base hours (38 ordinary hours plus 2 additional hours per week);
- b) 2.5 hour overtime per week.
- c) All applicable loadings, penalties and allowances.

3.2.3 The aggregate salary or wage for each Employee will be paid weekly on the nominated pay day by electronic funds transfer into the Employee's nominated bank account.

3.2.4 Employees may be required to remain on shore for maintenance or other duties. Such change will only be on a temporary basis, and not reflect a permanent change. Unless otherwise mutually agreed, shore based work will be undertaken in accordance with employee's usual roster. Employees who are directed by the Employer to work shore based hours outside of their usual roster will be paid overtime in accordance with the terms of this Agreement.

3.2.5 Night shift is to be a seven (7) hour shift from 1700 hours to 2400 hours and is to be classed as a standard ten-hour shift and as such will not attract any additional penalty. Charters outside normal working hours (i.e. 0730 hours to 2400 hours) are to be by negotiation.

3.3 PART-TIME EMPLOYEES

3.3.1 Part-time Employees will be paid for the time actually worked with a minimum of 4 hours.

3.3.2 Part-time Employees will be guaranteed a minimum number of hour's equivalent to 9 days work for each 6-week roster cycle.

3.3.3 The hourly rate for a part-time Employee engaged on or after the commencement of this Agreement will be calculated by dividing the applicable aggregate salary by 40.

3.3.4 The provisions of this Agreement in respect of annual leave, sick leave, and bereavement leave will apply on a pro-rate basis to part-time Employees.

3.3.5 All other provisions of this Agreement not expressly varied by this clause will have application to part-time Employees.

3.3.6 A part-time employee who has over a calendar period of at least 12 months worked a consistent pattern of 40 hours per week may apply to the employer to convert to full-time employment.

3.3.7 Any request under this subclause must be in writing and provided to the Employer.

3.3.8 The Employer may agree to or refuse the request, but the request may only be refused on reasonable grounds and after there has been consultation with the employee.

- 3.3.9 Reasonable grounds for refusal include that:
- a) It is known or reasonably foreseeable that the part-time position will cease to exist within the next 12 months.
 - b) It is known or reasonably foreseeable that the hours of work which the part-time employee is required to perform will be significantly reduced in the next 12 months.
 - c) It is known or reasonably foreseeable that there will be a significant change in the days and/or times at which the employee's hours of work are required to be performed in the next 12 months which cannot be accommodated within the days and/or hours during which the employee is available to work.
- 3.3.10 Where the Employer refuses a part-time employee's request to convert, the employer must provide the employee with the Employer's reasons for refusal in writing within 21 days of the request being made. If the employee does not accept the employer's refusal, this will constitute a dispute that will be dealt with under the dispute resolution procedure in clause 2.3. Under that procedure, the employee or the employer may refer the matter to the Fair Work Commission if the dispute cannot be resolved at the workplace level.
- 3.3.11 The date from which the conversion will take effect is the commencement of the next pay cycle following such agreement being reached unless otherwise agreed.
- 3.3.12 Once a part-time employee has converted to full-time employment, the employee may only revert to part-time employment with the written agreement of the Employer.
- 3.3.13 Nothing in this clause obliges a part-time employee to convert to full-time employment, nor permits the Employer to require a part-time employee to so convert.
- 3.3.14 Nothing in this clause requires the Employer to increase the hours of a part-time employee seeking conversion to full-time employment.

3.4 CASUAL EMPLOYEES

- 3.4.1 A casual Employee will be paid for the time actually worked with a minimum of 4 hours. Each engagement will stand alone.
- 3.4.2 Casual hourly rates for Employees will be calculated by dividing the applicable aggregate salary by 40, and adding 25%.
- 3.4.3 A regular casual employee may request that their employment be converted to full-time or part-time employment.
- 3.4.4 A regular casual employee is a casual employee who has over a calendar period of at least 12 months worked a pattern of hours on an ongoing basis which, without significant adjustment, the employee could continue to perform as a full-time employee or part-time employee under the provisions of this award.

- 3.4.5 A regular casual employee who has worked an average of 40 or more hours a week in the period of 12 months' casual employment may request to have their employment converted to full-time employment.
- 3.4.6 A regular casual employee who has worked at the rate of an average of less than 38 hours a week in the period of 12 months casual employment may request to have their employment converted to part-time employment consistent with the pattern of hours previously worked.
- 3.4.7 Any request under this subclause must be in writing and provided to the employer.
- 3.4.8 Where a regular casual employee seeks to convert to full-time or part-time employment, the employer may agree to or refuse the request, but the request may only be refused on reasonable grounds and after there has been consultation with the employee.
- 3.4.9 Reasonable grounds for refusal include that:
- a) It would require a significant adjustment to the casual employee's hours of work in order for the employee to be engaged as a full-time or part-time employee in accordance with the provisions of this award – that is, the casual employee is not truly a regular casual as defined in paragraph 3.4.6.
 - b) It is known or reasonably foreseeable that the regular casual employee's position will cease to exist within the next 12 months.
 - c) It is known or reasonably foreseeable that the hours of work which the regular casual employee is required to perform will be significantly reduced in the next 12 months.
 - d) It is known or reasonably foreseeable that there will be a significant change in the days and/or times at which the employee's hours of work are required to be performed in the next 12 months which cannot be accommodated within the days and/or hours during which the employee is available to work.
- 3.4.10 Where the employer refuses a regular casual employee's request to convert, the employer must provide the casual employee with the employer's reasons for refusal in writing within 21 days of the request being made. If the employee does not accept the employer's refusal, this will constitute a dispute that will be dealt with under the dispute resolution procedure in clause 2.3. Under that procedure, the employee or the employer may refer the matter to the Fair Work Commission if the dispute cannot be resolved at the workplace level.
- 3.4.11 Where it is agreed that a casual employee will have their employment converted to full-time or part-time employment as provided for in this clause, the employer and employee must discuss and record in writing:
- a) The form of employment to which the employee will convert – that is, full-time or part-time employment.
 - b) If it is agreed that the employee will become a part-time employee, the matters referred to in clause 2.1.

- 3.4.12 The date from which the conversion will take effect is the commencement of the next pay cycle following such agreement being reached unless otherwise agreed.
- 3.4.13 Once a casual employee has converted to full-time or part-time employment, the employee may only revert to casual employment with the written agreement of the employer.
- 3.4.14 A casual employee must not be engaged and/or re-engaged (which includes a refusal to re-engage, or have his or her hours reduced or varied, in order to avoid any right or obligation under this clause.
- 3.4.15 Nothing in this clause obliges a regular casual employee to convert to full-time or part-time employment, nor permits an employer to require a regular casual employee to so convert.
- 3.4.16 Nothing in this clause requires an employer to increase the hours of a regular casual employee seeking conversion to full-time or part-time employment.
- 3.4.17 An employer must provide a casual employee, whether a regular casual employee or not, with a copy of the provisions of this subclause within the first 12 months of the employee's first engagement to perform work.
- 3.4.18 A casual employee's right to convert is not affected if the employer fails to comply with the notice requirements in subclause 3.4.17.

3.5 SUPERANNUATION

- 3.5.1 Marine Officers will be paid superannuation entitlements in accordance with the *Superannuation Guarantee (Administration) Act 1992*. The percentage of the Employer's contribution will be the percent required by legislation.
- 3.5.2 The Company will allow all Employees the choice of making Superannuation contributions into any fund as agreed with the Employer. Employees can change funds, to a maximum of one change per annum.
- 3.5.3 The Employer shall forward the Employer's superannuation contribution on a monthly basis to the Employee's nominated superannuation fund.
- 3.5.4 Salary Sacrifice for superannuation contributions will be made available by the Employer to either the Employee's nominated fund of choice or the default fund. Marine Officers salary sacrifice voluntary contributions will be deducted from the before tax (gross) aggregate salary. The salary sacrifice will not reduce or eliminate the amount of Employer contribution required to be paid by the Employer.

RECALL

3.5.5 Employees recalled to work outside of ordinary hours shall be paid a minimum of a half day pay at their aggregate pay rate for each recall. The Employer agrees that Employees will not be recalled for the specific purpose of undertaking a refuelling shift.

PART 4 – HOURS OF WORKS AND BREAKS

4.1 HOURS OF WORK – FULL-TIME AND PART-TIME EMPLOYEES

4.1.1 Hours will be worked to vessel's commitments and maintenance and will be carried out under a system, which is agreed between the Company and its Employees with a minimum of:

- a) For Employees permanently engaged on vessels operating under the trading names of Great Adventures, Silver Series, Poseidon and/or Ocean Spirit, and on the vessel Jamali, 6.0 hours and up to 10.5 hours in any one day, including meal breaks.
- b) For Employees permanently engaged on vessels operating under the trading name of Quicksilver and Wavedancer, 6.0 hours and up to 9 hours in any one day, including meal break.

4.1.2 A full-time or part-time employee and the Employer may agree to work extra hours outside of the hours of work set out in clause 4.1.1.

4.1.3 Extra hours will be paid to full-time and part-time Employees on the following basis:

- a) Extra hours worked by the Employee will be paid (on an hour by hour basis) to the Employee in the week it was worked.
- b) Alternatively, these extra hours can be banked as time off in lieu (on an hour for hour basis). Such leave may be taken at a time to be mutually agreed with management.

4.1.4 Employees may bank a maximum of 160 hours.

4.1.5 If the Employee's employment is terminated, the Employer will pay the Employee's banked or accrued extra hours on an hour for hour basis, together with other entitlements due to the Employee under this Agreement.

4.1.6 Employees will accrue leave entitlements on a maximum of 40 ordinary hours per week.

4.1.7 Subject to the operational requirements of the Employer, all Employees will be able to access their banked or accrued extra hours at any time, even in conjunction with any other leave listed in this agreement.

4.1.8 Banked or extra hour reports will be secured in the Department Managers or Payroll office, and accessible to Employees on request.

4.2 MEALS

All Employees will be entitled to meals whilst vessels are out of their respective Port, as follows:

- a) No specific time will be allowed for meal breaks, nor will any payment be made in lieu thereof, provided that, if any Employee is required to commence work prior to 0700 or finish after 2000 hours, such Employee will be supplied with a substantial meal for breakfast or dinner. Employees required to commence work at or prior to 1800 hours for night cruises, charters or schedules services will be supplied with a substantial meal for dinner no later than 2100 hours.
- b) Each Employee will be provided with a substantial meal for lunch. No specific times are prescribed for the above meals but Employees will be permitted a minimum of one-half hour to partake of such meals and such meals will be allowed, subject to operational requirements. Meal breaks will be arranged by the Master/Mate at such time as to suit daily requirements of the vessel.
- c) An employee required to remain on-board a vessel/pontoon overnight shall be provided adequate meals for dinner and breakfast.

4.3 ROSTERS

4.3.1 The roster will be posted in a conspicuous place accessible to all Employees and this roster will remain in force for the period stated.

4.3.2 Each Employee who works full-time hours will be rostered as follows:

- a) For Employees permanently engaged on vessels operating out of Cairns under the trading name of Great Adventures, Silver Series or Ocean Spirit: 4 consecutive days on duty and 2 consecutive days off duty, provided that the Employer and Employee may mutually agree to work a roster outside of this pattern.
- b) For Employees permanently engaged on vessels operating out of Port Douglas under the trading name of Quicksilver and Wavedancer: 5 consecutive days on duty and 2 consecutive days off duty, provided that the Employer and Employee may mutually agree to work a roster outside of this pattern.
- c) For Employees permanently engaged on vessels operating out of Port Douglas Silver Series, Poseidon and on the vessel Jamali trading under the name of Quicksilver: 4 consecutive days on duty and 2 consecutive days off duty, provided that the Employer and Employee may mutually agree to work a roster outside of this pattern.

4.3.3 It is agreed that employees are operationally required to work on public holidays, and have agreed to an enhanced annual leave provision under clause 5.1.1 to compensate for this requirement. Further, it is agreed that the provision of the roster constitutes a request to work on a public holiday, and that the request is reasonable.

- 4.3.4 Employees will have at least 7 days' notice of change of roster. Where an emergency arises, due to absenteeism, illness or unforeseen operational contingencies, no notice will be required to change an Employee's roster.
- 4.3.5 Suitably qualified deckhands shall be eligible to accept relief work to cover absences of masters, mates and engineers. The order of call for relief work shall be: first, permanently employed masters, mates and engineers; second, part time masters, mates and engineers; third, casual masters, mates and engineers, and; finally, suitably qualified deckhands or other members of crew.
- 4.3.6 When an Employee is required to be on duty to 2400 hours on any day or to continue duty beyond 2400 hours on any day, such Employee will not be required to recommence duty until the employee has had a period of a minimum of 10 hours off duty or such period as otherwise mutually agreed between the Employer and the Employee.
- 4.3.7 Should an Employee be required for duty on the Employee's rostered day off the Employee will be paid an additional day at the hourly rate of 1/40 of the weekly aggregate salary plus, at the employee's choice, either an additional 100% loading on the day, or equivalent time off in lieu. All time in lieu accrued under this clause must be authorised in advance by the Employer and to be taken at a mutually agreed time.
- 4.3.8 If an Employee is requested to report for duty on the Employee's rostered day(s) off and the Employee is then not required for duty, the Employee will be paid 1/10 of the aggregate weekly salary set out in clause 3.2.1 of this Agreement.

4.4 AVOIDANCE OF PHYSICAL EXHAUSTION

- 4.4.1 An Employee who has been on duty continuously, including meal breaks for more than 14 hours will not be required by the Employer to continue duty until the Employee has had a period of 10 hours off duty or such other period as mutually agreed between the Employer and the Employee.
- 4.4.2 For the purpose of this clause, continuity of an Employee's duty will not be regarded as broken, either by meal breaks taken by the Employee or by any other period the Employee is allowed off duty, unless the duration of such period is 4 hours or more.
- 4.4.3 When an Employee is required to be on duty to 2400 hours on any day or to continue duty beyond 2400 hours on any day, such Employee will not be required to recommence duty until the Employee has had a period of a minimum of 10 hours off duty or such period as otherwise mutually agreed between the Employer and the Employee.
- 4.4.4 This will extend for the period of such duty in addition to any payment due to the Employee, until such time as the 10 hours respite from duty commences or such period as otherwise mutually agreed between the Employer and the Employee.

4.4.5 Clause 4.4.1 of this Agreement will also apply to any Employees engaged in secondary hire within the enterprise to eliminate compromising vessel safety.

4.4.6 An Employee who works at the direction of the Employer after the Employee has been on duty continuously, including meal breaks, for more than:

- a) For Employees permanently engaged on vessels under the trading names of Great Adventures, Silver Series, Poseidon and/or Ocean Spirit, and on the vessel Jamali in excess of 10.5 hours in any one day, including meal breaks.
- b) For Employees permanently engaged on vessels under the trading name of Quicksilver and Wavedancer, hours in excess of 9.0 hours in any one day, including meal breaks will be entitled to be paid at the rate of 1/40th of the aggregate weekly salary set out in Clause 3.2 of this Agreement, plus a 50% loading for the first three hours. This will extend to 100% thereafter. This will extend for the period of such duty in addition to any payment due to the Employee, until such times as the 10 hours respite from duty commences or such period as otherwise mutually agreed between the Employer and the Employee.

4.5 TRAINING

4.5.1 The parties will co-operate in ensuring that appropriate training is available. The Employer will encourage all Employees to avail themselves of the benefits of such training. Accordingly, the parties commit themselves to:

- a) Developing a more highly skilled and flexible workforce.
- b) Providing Employees with career opportunities through appropriate training to acquire additional skills.
- c) Removing barriers to the utilisation of skills acquired.

4.5.2 The parties will develop appropriate training programs to facilitate skill enhancement based on the following procedures:

- a) Training that is required by the Employer will comply with the criteria and guidelines established by the Employer.
- b) Where training is undertaken during an Employee's rostered hours of work, the Employee will not suffer a loss of pay.
- c) With the exception of clause 4.5.2 (d), where training is undertaken outside of the Employee's rostered hours of work and is required by the Employer, such training will be paid at the Employee's ordinary rate and will not be regarded as overtime. Alternatively, if the Employer and the Employee agree, the time may be taken in lieu on a time for time basis.
- d) All training required as a condition of employment (prerequisite qualifications, as outlined in the Job Description) will be paid by the Employer. These courses will be conducted outside of the Employee's normal rostered hours for which no additional payment will be made. These prerequisite qualifications must have at least one year currency at time of employment otherwise the staff member will be required to undertake the refresher at their own expense if they have less than a year's validity at that time.

- e) All ongoing training undertaken by the Employee to revalidate their prerequisite qualification as outlined in their Job Description after one year's service will be paid for by the employer including wages to attend the training.
- f) If the staff member leaves within a year of this training, the cost of the training course shall be paid back to the Employer on a pro-rata basis.
- g) All training undertaken on a voluntary basis, outside of an Employee's rostered hours of work, will be unpaid.
- h) The Employer agrees to pay for all training, not including professional qualifications and the upkeep of those professional qualifications, required by an Employee to continue to perform their job except as detailed in clause 4.5.2 d).

4.5.3 The Employer commits itself to the provision of such training both via internal on-the-job training and through external training providers as is regarded by the Employer as appropriate.

4.5.4 The Employer will, all matters being equal, give preference to internal applicants when considering job vacancies before offering employment to external applicants.

PART 5 – LEAVE

5.1 ANNUAL LEAVE

5.1.1 All full-time and part-time Employees will be entitled to 32 days annual leave at their aggregate salary at the completion of 12 calendar months of continuous service. Such leave is comprised of 4 weeks base annual leave, and a further 12 days in lieu of public holidays.

5.1.2 If the service of any full-time or part-time Employee is terminated at the expiration of a full year of continuous service, the Employee will be paid in addition to all other amounts due to the Employee, the Employee's aggregate salary equivalent to the accrued annual leave entitlement.

5.1.3 All annual leave requests shall be responded to within 14 days of submitting the form to the Company.

5.1.4 Where an employee has accrued more than 12 weeks annual leave and reduction of that accrual of leave cannot be reached through discussions with the employee, the employer may direct the employee to take up to 6 weeks of annual leave within any 6 month period, by providing at least 28 days notice, or such shorter period as is agreed, provided that the employee retains a balance of at least 6 weeks' accrued annual leave after the direction.

5.1.5 If the service of any full-time or part-time Employee is terminated before the expiration of a full year of continuous service, such Employee will be paid in addition to all other amounts due to the Employee, and amount calculated on the following bases: 6.4/45.6 of the Employee's total aggregate salary paid up until the date of termination.

- 5.1.6 An Employee may elect in writing to cash out annual leave provided that the employee's entitlement is not reduced below 4 weeks.
- 5.1.7 If the Employee elects to cash out leave, the proportion of leave paid or cashed out will result in necessary adjustments being made to the Employee's time and wages record.

5.2 PERSONAL LEAVE

- 5.2.1 All full-time or part-time Employees covered by this Agreement are entitled to 10 days personal leave per year.
- 5.2.2 Personal leave may be taken for absences due to personal illness or injury, or to care for members of the Employee's immediate family or household who have an illness or injury. The Employee will be entitled to payment equivalent to the Employee's normal roster hours per day when the following conditions are met:
- a) Where practical, the Employee is required to personally notify the Employee's Department Manager/Supervisor of the Employee's absence due to personal illness or injury at least 30 minutes prior to the commencement of the Employee's rostered shift and the likely duration of the Employee's absence.
 - b) The Employee may be required to produce a certificate from a duly qualified medical practitioner or other evidence of the illness or injury to the Employer's satisfaction specifying the nature and likely duration of the illness for any absence of more than 2 days; provided that Employees who have taken more than 4 personal leave days in any year of employment may be requested to produce a medical certificate stating the nature and likely duration of the illness or injury for any further absences.
 - c) The Employee has accrued the necessary personal leave entitlements.
- 5.2.3 Personal leave will be cumulative.
- 5.2.4 The continuity of employment of an Employee with an Employer for sick leave accumulation purposes will be deemed not to be broken by any of the following:
- a) Absences of less than 3 months from work on leave granted by the Employer.
 - b) The Employee having been dismissed or stood down by the Employer, or the Employee having terminated employment with the Employer, for any period not exceeding three (3) months, provided that the Employee will have been re-employed by that Employer.

The period during which the employment of the Employee with the Employer will have been interrupted or determined in any of the circumstances mentioned in paragraph (a) hereof, will not be taken into account in calculating the period of employment of the Employee with the Employer.

- 5.2.5 Personal Leave can be shared in exceptional circumstances where an Employee incurs a non-work injury/illness and does not have enough accruals (sick leave,

annual leave, time in lieu) to cover the Personal Leave period. The administration of shared leave is as follows:

- a) The transferor must supply written authority to payroll.
- b) The maximum number of Personal Leave days that can be transferred is 20.
- c) The transferee must use all leave accruals before leave sharing can take place.
- d) There can only be one transferor during any shared Personal Leave situation.
- e) The transferor must have a balance of 15 days after transferring Personal Leave.
- f) The transferor will have no entitlements to the Personal Leave days transferred and will sign a deed of release, releasing the Company from any claims or action in respect of the transferred Personal Leave days.

5.2.6 A full-time, salary or part-time Employee who is pregnant or whose partner is pregnant, may access Personal Leave for the purpose of attending medical appointments associated with the pregnancy. Notice Required:

- a) Where possible Employees should arrange appointments as close as possible to the beginning or the ending of their ordinary working hours.
- b) The Employee is to provide reasonable notice to their Manager or their requirement to take Personal Leave for this purpose. Personal Leave will be deducted from the Employee's accrued entitlement based on the actual time taken to attend each appointment.

5.2.7 All Employees will be entitled to access up to a maximum of 10 days of their accrued personal leave entitlements each year or take an agreed amount of unpaid leave to care for a sick member of their immediate family or household.

5.3 FAMILY AND DOMESTIC VIOLENCE LEAVE

All Employees are entitled to family and domestic violence leave in accordance with the NES.

5.4 LONG SERVICE LEAVE

Each Employee is entitled to 8.6667 weeks of long service leave after 10 years of continuous service.

5.4.1 If the Employee's service is terminated after 7 years of continuous service, the Employee will be entitled to pro rata long service leave if:

- a) The Employee's service is terminated by their death.
- b) The Employee terminates their service because of the Employee's illness, incapacity or due to a domestic or other pressing necessity.
- c) The Employer terminates their service for a reason other than the Employee's conduct, capacity or performance.

5.4.2 Long service leave shall be paid at the Employee's ordinary time rate of pay immediately prior to taking leave.

5.4.3 Employees may “cash in” up to 50% of their long service leave entitlements once in every calendar year provided that they have completed at least 10 years continuous service with the Employer.

5.5 COMPASSIONATE LEAVE

5.5.1 Compassionate leave may be taken in accordance with the provisions of the Fair Work Act.

5.5.2 Permanent Employees are entitled to 3 days paid leave upon each occasion of the death, or serious life-threatening illness or injury of the Employee’s immediate family or household member.

5.5.3 Compassionate leave will be based on the ordinary number of hours, which the Employee would have been rostered to work had the Employee not been absent on compassionate leave.

5.5.4 Proof of death, illness or injury may be required at the discretion of the Employer.

5.6 PARENTAL LEAVE

5.6.1 Unpaid parental leave may be taken in accordance with the provisions of the Fair Work Act.

5.6.2 All full-time or part-time Employees on Maternity Leave may request to return to work on a part-time basis, provided that the following conditions are met:

- a) The Employer must have a part-time position available to offer the Employee that is equivalent to the skills and or qualifications for this part-time position.
- b) The Employee must agree in writing at least 4 weeks before the Employee’s expected return to:
 - i. The position to which they can return: and
 - ii. The period of time the Employee will work in that position

5.6.3 The Employer will comply with any legislative scheme introduced during the life of the Agreement.

5.7 JURY SERVICE LEAVE

5.7.1 All full-time or part-time Employees required to attend for jury service during their working hours are entitled to jury service leave. The Employer will be required to reimburse the Employee an amount equal to the difference between the amount paid in respect to the attendance for such jury service and the amount the Employee would have received had the Employee not been on jury service.

5.7.2 The Employer requires that the Employee provide a statement of earnings from the Court in order to claim the above-mentioned difference. Provided that the Company

will only be required to make a maximum payment of 15 days (120 hours or pro-rata for part-time Employees).

- 5.7.3 The Employee may be required to produce evidence of the Employee's requirements to attend jury service.

PART 6 – MISCELLANEOUS

6.1 PROTECTIVE CLOTHING

- 6.1.1 Employees will be provided, free of cost, the appropriate good quality protective clothing in accordance with past custom and practice. The items of wet weather gear issued to the Employee will be retained by the Employee for the Employee's personal use on the vessel to which the Employee is rostered and the Employee will be responsible for the care of such items. These items of protective clothing will be replaced under the following conditions:

- a) If the item concerned has been destroyed or rendered unusable without fault or neglect by the Employee, in the course of carrying out the Employee's duties on the vessel.
- b) If the item was damaged or stolen, without fault or neglect by the Employee, whilst aboard the vessel.
- c) If the Employee has outgrown the item and it is too small for proper use by the Employee.

6.2 UNIFORMS

- 6.2.1 Employees will be provided, free of charge, with the following items of clothing as part of the uniform:

- a) 4/5 pairs of trousers or shorts
- b) 4/5 shirts.
- c) 1 hat.
- d) 2 sets of working clothes.
- e) 1 jumper/windcheater.

The number of issued uniforms will be reflective of the rostering arrangements of the Employee. (i.e if on a 5 on 2 off roster 5 sets will be issued, whereas on a 4 on 2 off 4 sets of uniforms will be issued)

- 6.2.2 Engineers will also be supplied with 2 pairs of white overalls, earmuffs, Safety Boots and Safety Glasses.

- 6.2.3 Following the initial issue replacement items may be on a fair 'wear and tear' basis, but this may be altered at any time by mutual consent between Employer and Employees.

- 6.2.4 Items of clothing, which are not serviceable, will be replaced by the Employer upon the Employee surrendering the non-serviceable item(s). These replacements will

occur as and when required. Employees will wear the uniforms on all appropriate occasions.

6.2.5 Where and Employee performs a dual function role that is, either Deck/Mate/Master/Engineer they shall receive two sets of industrial clothing to cover the dual positions.

6.3 TOOLS

6.3.1 Subject to clause 6.3.2, where Employees are required to provide and use their own tools the Employer will be responsible for the replacement of such tools broken, worn out, lost or stolen in the course of employment.

6.3.2 The enable equitable replacement of an Employee's tools the Employer will maintain a tool register/inventory which will identify the Employees tools by their brand and model. If the tools are lost, stolen, worn out or broken and are registered the Employee will have those tools replaced by means of a reimbursement payment (based on the fair market value of the tools) by the Employer. Provided that the Employer has the right to reject such claim if it has reasonable ground to believe that the tools do not need replacement, were damaged by the Employee, or have not been lost or stolen.

6.4 LOSS OF PERSONAL EFFECTS

6.4.1 If an Employee sustains loss or damage to their personal effects by theft, fire, foundering, shipwreck, collision, explosion, stranding, or ingress of oil or water during or in the course of their employment the Employer will compensate the Employee concerned for such loss or damage by a cash payment equivalent to the value of their personal effects lost or damaged.

6.4.2 Provided that any payment will not exceed the amount of \$1,200.00. The maximum payable for any one article to be limited to \$300.00.

6.5 ANTI-DISCRIMINATION

The parties agree that the effect of this Agreement is not to allow any conduct or treatment, either direct or indirect that would –

- a) Contravene the *Anti-Discrimination Act 1991*.
- b) Discriminate on the basis of family responsibilities.

6.6 PERSONNEL FILES

The parties agree that all documents relating to their performance, which are 6 or more years old and are on an Employee's personnel file, will be able to, on request by that Employee, removed and destroyed. Employees will be requested to acknowledge by signature any relevant information placed on their personnel file. If the Employee declines to sign this information, a notation to this affect, signed by the Human Resources Manager will be placed on the personnel file.

6.7 IMMUNISATIONS

Employees may at their election request the Employer to provide for a 100% rebate on Hepatitis A/B immunisations and Annual Flu injections; provided that arrangements for such will be made by the Employer and will take place in the Employee's own time.

6.8 EXPENSES FOR LEGAL COSTS AND FINES

6.8.1 The employer shall reimburse all reasonable expenses incurred by an employee where the employee is subject to proceedings or an enquiry that is a direct result of the employee undertaking their duties as set out in their position description unless the employee has failed to follow any lawful instructions from the employer, failed to follow policies or procedures contained in the operational manuals, failed to comply with relevant regulations, legislation or by-laws or if the event has been found to be as a direct result of the employee's negligence, recklessness, misconduct or other deliberate misfeasance.

6.8.2 No such expenses shall be payable if the Employer at its own expense provides the Employee with legal representation before a court, tribunal or government agency.

6.9 TRAVEL TIME

6.9.1 Where:

- a) An Employee is directed by the Employer to work at a place other than his or her usual place of work, and
- b) as a consequence, the Employee's travel time to work is increased, the Employee will be paid for the difference in time for the travel between their home and their usual place of work, and their home and the new place of work at ordinary rates.

For example, if an Employee's travel time from their home to their usual place of work is 30 minutes, and they are directed to work at a place 45 minutes away from their home, they will be paid for the additional 15 minutes incurred at their ordinary rate.

6.9.2 Employees may also claim for the kilometrage incurred as result of the additional travel. Kilometrage will be paid in accordance with the Australian Tax Office scale relevant at the time of the claim. This must be approved in advance by a Manager.

6.10 CHRISTMAS DAY

All employees rostered to work Christmas Day shall be paid an ordinary day's pay plus an additional 50% loading on this day noting that a public holiday is also accrued in accordance with clause 5.1.1.

6.11 UNION REPRESENTATIVES

An official of the Union(s) may enter the Employer's premises for any purpose connected to this Agreement, including:

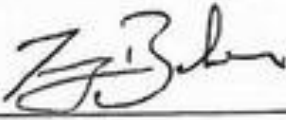
- a) Consultation with Employees covered by the Agreement about their rights and obligations under the Agreement.
- b) Consultation with Employees covered by the Agreement about the operation of the Agreement.
- c) To deal with disputes arising under the Agreement.
- d) To consult with Employees about the negotiations of a replacement Agreement.
- e) To participate in induction meetings for new Employees of the Employer.
- f) For any other purpose connected to the work of the Employees covered by this Agreement, or the relationship between the Union(s) and the Employer.

However, nothing in this clause provided the Union(s) with a right to enter premises contrary to section 194 (f) or (g) of the Fair Work Act.

PART 7 SIGNATORIES

Dated this Twelfth day of June 2023

Signed for and on behalf of
The Quicksilver Group
PO Box 878
Cairns QLD 4870



TONY BAKER
Managing Director


In the presence of



(Signature)


(Name in full)

Signed for and on behalf of the
Australian Maritime Officers Union
PO Box 407
Haymarket NSW 1240

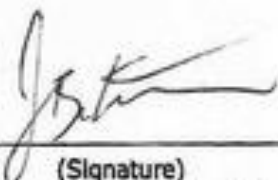


(Signature)
CHRISTOPHER CLAYDON

(Name in full)
ORGANISER

(Position)

Signed for and on behalf of the
Australian Institute of Marine and
Power Engineers
Suite 14, "Rockton", 40 Brookes Street
Bowen Hills QLD 4006



(Signature)
JOSEPHINE BUTCHER

(Name in full)
NATIONAL ORGANISER

(Position)

Schedule 2.2—Model flexibility term

(regulation 2.08)

Model flexibility term

- (1) An employer and employee covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:
 - (a) the agreement deals with 1 or more of the following matters:
 - (i) arrangements about when work is performed;
 - (ii) overtime rates;
 - (iii) penalty rates;
 - (iv) allowances;
 - (v) leave loading; and
 - (b) the arrangement meets the genuine needs of the employer and employee in relation to 1 or more of the matters mentioned in paragraph (a); and
 - (c) the arrangement is genuinely agreed to by the employer and employee.
- (2) The employer must ensure that the terms of the individual flexibility arrangement:
 - (a) are about permitted matters under section 172 of the *Fair Work Act 2009*; and
 - (b) are not unlawful terms under section 194 of the *Fair Work Act 2009*; and
 - (c) result in the employee being better off overall than the employee would be if no arrangement was made.
- (3) The employer must ensure that the individual flexibility arrangement:
 - (a) is in writing; and
 - (b) includes the name of the employer and 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 the enterprise agreement that will be varied by the arrangement; and
 - (ii) how the arrangement will vary the effect of the 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.
- (4) The employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- (5) The employer 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 employer and employee agree in writing—at any time.