

Polaris Marine and the MUA Division of the CFMMEU NSW

Enterprise Agreement 2023

TABLE OF CONTENTS

PART A – PROVISIONS APPLYING TO ALL EMPLOYEES	4
1 THE AGREEMENT	4
1.1 TITLE	4
1.2 DEFINITIONS.....	4
2 ADMINISTRATION OF AGREEMENT	4
2.1 PARTIES BOUND & SCOPE	4
2.2 PERIOD OF OPERATION.....	4
2.3 AIMS & OBJECTIVES OF AGREEMENT	4
2.4 RELATIONSHIP TO AWARD & NES.....	5
2.5 National Employment Standards	5
3 EXPLANATION OF THE OPERATION OF THIS AGREEMENT’S PARTS	5
3.1 ARRANGEMENT.....	5
3.2 OPERATION OF THE AGREEMENT’S PARTS	6
4 TYPES OF EMPLOYMENT	6
4.1 APPOINTMENT	6
4.2 PERIOD OF PROBATION	6
4.3 FULL TIME EMPLOYMENT	6
4.4 PART TIME EMPLOYMENT	7
4.5 CASUAL EMPLOYMENT	7
4.6 CONTRACTORS, SUB CONTRACTORS & LABOUR HIRE	8
5 CLASSIFICATION STRUCTURE, WAGES & ALLOWANCES	9
5.1 CLASSIFICATION STRUCTURES	9
5.2 WAGE INCREASES.....	9
5.3 ALLOWANCES.....	10
6 TERMINATION OF EMPLOYMENT	12
6.1 NOTICE	12
6.2 REDUNDANCY/SEVERANCE.....	12
7 LEAVE AND RELATED MATTERS	14
7.1 LEAVE – WHEN WORKING UNDER PART D ON A SWING CYCLE	14
7.2 LEAVE – WHEN WORKING UNDER PART B & PART C.....	14
7.3 ANNUAL LEAVE	14
7.4 PUBLIC HOLIDAYS.....	16
7.5 PERSONAL/CARER’S LEAVE & COMPASSIONATE LEAVE	16
7.6 COMMUNITY SERVICE LEAVE AND JURY SERVICE	16
7.7 PARENTAL LEAVE	16
7.8 FAMILY AND DOMESTIC VIOLENCE LEAVE	16
7.9 LONG SERVICE LEAVE.....	17
8 PAYMENT OF WAGES AND RELATED MATTERS	17
8.1 PAYMENT OF WAGES	17
8.2 SUPERANNUATION	17
8.3 HIGHER DUTIES	18
8.4 PREFERENCE FOR WORK.....	19
9 BREAKS.....	20
9.1 REST PERIODS AND MEAL BREAKS.....	20
10 RECRUITMENT	20
11 DISPUTE PROCESSES	21
11.1 DISPUTE SETTLEMENT PROCEDURE.....	21
12 INDIVIDUAL FLEXIBILITY ARRANGEMENT & CONSULTATION	23
12.1 INDIVIDUAL FLEXIBILITY AGREEMENT	23
12.2 CONSULTATION AND CHANGE.....	24
13 UNION DELEGATES COMMITTEE.....	26
14 WORKPLACE REPRESENTATION	27
14.1 General.....	27
14.2 Union Delegates.....	27
14.3 Union Delegate Rights.....	27

14.4	Paid Trade Union Training Leave	27
15	FITNESS FOR DUTY	28
15.1	FITNESS FOR WORK.....	28
16	DRILLS	28
17	TRAINING	28
18	PROTECTIVE CLOTHING AND EQUIPMENT	29
19	WORK HEALTH & SAFETY	29
20	OTHER PROVISIONS	30
20.1	COUNSELLING SERVICES	30
21	NO EXTRA CLAIMS	30
PART B – PROVISIONS APPLYING TO PORT AND HARBOUR WORK		31
22	HOURS OF WORK & RELATED MATTERS	31
22.1	ORDINARY HOURS OF WORK	31
22.2	MINIMUM WAGES	31
22.3	OVERTIME	31
PART C – PROVISIONS APPLYING TO OTHER WORK		32
23	HOURS OF WORK & RELATED MATTERS	32
23.1	HOURS OF WORK	32
23.2	MINIMUM WAGES	32
24	WORKING AWAY	32
24.1	WORKING AWAY	32
24.2	BOARD AND LODGING ON WHILST WORKING AWAY.....	32
24.3	VICTUALLING.....	33
24.4	CONFIRMATION OF HOME PORT	33
25	SEAGOING TRIPS GREATER THAN 72 HOURS	34
PART D – PROVISIONS APPLYING TO PROJECT WORK		35
26	HOURS OF WORK AND RELATED MATTERS	35
26.1	HOURS OF WORK	35
26.2	ORDINARY HOURS OF WORK	36
26.3	MINIMUM WAGES	36
26.4	OVERTIME	36
27	WORKING AWAY	37
27.1	WORKING AWAY	37
27.2	TRAVELLING TO WORK AWAY.....	37
27.3	BOARD AND LODGING ON WHILST WORKING AWAY.....	37
27.4	VICTUALLING.....	38
27.5	CONFIRMATION OF HOME PORT	38
28	LEAVE	38
28.2	CALCULATION OF LEAVE	39
28.3	TAKING OF LEAVE.....	39
28.4	LEAVE IN ADVANCE: EMPLOYER DIRECTION.....	40
29	ENDORSEMENT OF AGREEMENT	41
30	SCHEDULE 1 (PART B – PORT & HARBOUR WORK) – CLASSIFICATION STRUCTURE & WAGE RATES	44
30.1	Classification Structure - Full Time, Part Time & Casual Employees.....	44
30.2	Wage Tables	45
SCHEDULE 1 (PART B – PORT & HARBOUR WORK) – WAGE RATES		46
31	SCHEDULE 2 (PART C – OTHER WORK) – CLASSIFICATION STRUCTURE & WAGE RATES	50
31.1	Classification Structure - Full Time and Part Time & Casual Employees.....	50
SCHEDULE 2 (PART C – OTHER WORK) – WAGE RATES		51
32	SCHEDULE 3 (PART D – PROJECT WORK) – CLASSIFICATION STRUCTURE & WAGE RATES	52
32.1	Classification Structure - Full Time and Part Time Employee & Casual Employees.....	52
SCHEDULE 3 (PART D – PROJECT WORK) –WAGE RATES		53
SCHEDULE 4 – DEFINITIONS		57
33	CONSTRUCTION	59

PART A – PROVISIONS APPLYING TO ALL EMPLOYEES

1 THE AGREEMENT

1.1 TITLE

This Agreement shall be known as the Polaris Marine and the MUA Division of the CFMMEU NSW Enterprise Agreement 2023 (**the Agreement**).

1.2 DEFINITIONS

Refer to Schedule 4.

2 ADMINISTRATION OF AGREEMENT

2.1 PARTIES BOUND & SCOPE

2.1.1 This Agreement shall be binding upon the following parties:

2.1.1.1 The Trustee for The Polaris Marine Trust No. 1 (ABN 84 343 204 460) ("**Employer**"); and

2.1.1.2 Employees employed by the Employer engaged in any of the classifications listed in the Agreement and who are engaged in the operation of vessels of any type wholly or substantially within a port, harbour or other body of water within the NSW coastline, ordinarily covered by the *Ports, Harbours and Enclosed Water Vessels Award 2020* ("**Employee/s**"); and

2.1.1.3 The Maritime Union of Australia, Sydney Branch (**MUA**), a division of the Construction, Forestry, Maritime, Mining and Energy Union (**CFMMEU**).

2.1.2 This Agreement does not cover employees engaged in the wild catch fishing industry, being any commercial operation of the employer to catch fish and other seafood that has grown to maturity in its natural environment.

2.2 PERIOD OF OPERATION

2.2.1 This Agreement shall operate on and from a date that is 7 days after approval of the Agreement by the Fair Work Commission and remain in force for a period of four (4) years.

2.3 AIMS & OBJECTIVES OF AGREEMENT

2.3.1 The principle aims and objectives of this Agreement are:

2.3.1.1 To implement one comprehensive industrial instrument that regulates the employment conditions of the Employees of the Employer whose work is covered by the scope of this Agreement and the classifications contained within this Agreement.

2.3.1.2 To promote a collective and consultative approach between the parties to foster an environment of trust and open communication;

- 2.3.1.3 To consistently strive towards and achieve better safety standards and quality standards including the implementation of Work Health and Safety practices and procedures as required to ensure a safe place of work and safe systems of work for Employees;
 - 2.3.1.4 To develop a workforce that is highly motivated, flexible and skilled;
 - 2.3.1.5 To establish practices that will enable and facilitate cooperative, productive and flexible workplace practices.
- 2.3.2 Employees can, under the terms of this Agreement, be utilised in a flexible manner by being called upon to work in any part of the Employer's operations covered by this Agreement, provided they are paid no less than the relevant classification pertaining to those duties and are properly qualified to perform such work.

2.4 RELATIONSHIP TO AWARD & NES

- 2.4.1 The terms and conditions of the *Ports, Harbours and Enclosed Water Vessels Award 2020 (Award)* are hereby expressly incorporated as a term of this Agreement as if the same were set out in full herein and shall be binding upon the parties during the currency of the Agreement, by operation of this Agreement.
- 2.4.2 In the event of any inconsistency between the terms and conditions of the Award which are incorporated into this Agreement by the operation of 2.4.1 above and another provisions of this Agreement, the express provision/s of this Agreement will prevail to the extent of such inconsistency, unless the express provision of the Agreement provides otherwise or unless contrary to law.

2.5 National Employment Standards

- 2.5.1 This Agreement will be read and interpreted in conjunction with the National Employment Standards (**NES**). Nothing in this Agreement is intended to reduce an employee's entitlements pursuant to the NES. If any provision has the effect of reducing an employee's entitlement under the NES, the greater benefit under the NES shall prevail.

3 EXPLANATION OF THE OPERATION OF THIS AGREEMENT'S PARTS

3.1 ARRANGEMENT

- 3.1.1 The Agreement is arranged into four (4) parts:
- 3.1.1.1 Part A – common provisions applicable to all employees covered by this Agreement;
 - 3.1.1.2 Part B – applying to work conducted by employees on any vessel wholly or substantially within a port, harbour or other body of water the location of which allows the Employee to return to their usual place of residence at the completion of any day or shift, and/or work conducted by employees on any vessel proceeding outside of a port, harbour or bay for less than 12 hours (**Port and Harbour Work**);
 - 3.1.1.3 Part C – applying to work conducted by employees on any vessel that is bed levelling (or performing work ancillary to bed levelling) or work conducted by employees on any vessel proceeding outside of a port, harbour or bay

for 12 hours of more or work conducted by employees on any vessel proceeding offshore for any period of time to another established port (**Other Work**); and

- 3.1.1.4 Part D – applying to work conducted by employees on any vessel as part of a dedicated project, within a port, harbour or other body of water and in circumstances where employees are required to be accommodated ashore or on board a vessel and not able to reside at their usual place of residence at the completion of any day or shift (**Project Work**).
- 3.1.2 Nothing in this clause shall be construed to limit the flexible use of any employee in any of the different parts of the business or operations or tasks, covered by this Agreement. Employee may be engaged across activities covered by the different Parts of the Agreement from time to time.

3.2 OPERATION OF THE AGREEMENT'S PARTS

- 3.2.1 Part A shall operate at all times regardless of whether Part B, Part C or Part D is also in operation.
- 3.2.2 Part A and Part B shall operate together for Port and Harbour Work.
- 3.2.3 Part A and Part C shall operate together for Other Work.
- 3.2.4 Part A and Part D shall operate together for Project Work.

4 TYPES OF EMPLOYMENT

It is the intention of the company to employ workers as permanent employees as the primary category of employment.

4.1 APPOINTMENT

- 4.1.1 Employees shall either be employed as a Full-Time Employee, Part Time Employee or a Casual Employee.
- 4.1.2 All employees are expected to be multi skilled and expected to utilise all of their relevant skills and training to enhance productivity with a view to actively assisting the Employer in achieving its schedules and targets and the Aims and Objectives of this Agreement and the schedules and targets of its clientele.
- 4.1.3 At the time of engagement, the Employer will inform each employee, in writing, of the terms of their engagement, their classification under this Agreement and, in particular, whether they are to be a Full-Time Employee, Part Time Employee or a Casual Employee.

4.2 PERIOD OF PROBATION

- 4.2.1 The appointment of an Employee shall initially be subject to a probationary period of three (3) months. During the probationary period the Employee's employment may be terminated by either the Employee or the Employer giving of one weeks' notice of termination, or payment or forfeiture of the equivalent monetary value of one weeks' notice.

4.3 FULL TIME EMPLOYMENT

- 4.3.1 A Full-Time Employee shall be engaged to perform 38 ordinary hours per week plus reasonable additional hours as required by the Employer.
- 4.3.2 An Employee may refuse to work additional hours where those hours are not reasonable. In determining whether the additional hours are reasonable, the parties shall have regard to the relevant circumstances and full list of considerations outlined in the National Employment Standards (**NES**), which includes:
 - 4.3.2.1 any risk to employee health and safety from working the additional hours;
 - 4.3.2.2 the employee's personal circumstances, including family responsibilities;
 - 4.3.2.3 the needs of the workplace or enterprise in which the employee is employed;
 - 4.3.2.4 any notice given by the employer of any request or requirement to work the additional hours and any notice given by the employee of the intention to refuse to work the additional hours; and
 - 4.3.2.5 the nature of the employee's role, and the employee's level of responsibility.

4.4 PART TIME EMPLOYMENT

- 4.4.1 A Part-time Employee shall mean an Employee who is engaged to work a reasonably predictable regular pattern of hours of less than 38 ordinary hours per week.
- 4.4.2 Upon engagement, the Employer and the Employee shall agree in writing on the Employees' proposed regular pattern of work, including, the number of hours to be worked by the Employee, the days on which the Employee will be work, and the starting and finishing time of the Employee.
- 4.4.3 The agreement under clause 4.4.2 may be varied by written agreement between the Employee and the Employer.
- 4.4.4 Part Time Employees shall be entitled on a pro rata basis to equivalent pay and conditions to those of a Full Time Employee based on a Full Time Weekly Employee's ordinary hours of work being 38 hours per week.
- 4.4.5 Part Time Employees shall have a minimum engagement of 4 hours on any shift.
- 4.4.6 A Part-time Employee who is required to perform hours in excess of, or outside of the hours agreed under clauses 4.4.2 and 4.4.3 shall be entitled to be paid Overtime for such hours worked.
- 4.4.7 Part-time employment may be converted to full-time employment and/or full-time employment may be converted to Part-time employment by mutual agreement between the parties to this Agreement. The Employee's accruals shall be maintained as at the agreed date of conversion and thereafter, all future accruals shall accrue in accordance with the employees new engagement type.

4.5 CASUAL EMPLOYMENT

- 4.5.1 A casual employee is an employee who:
 - 4.5.1.1 Is provided with an offer of employment on the basis that the Employer makes no firm advance commitment to continuing and indefinite work according to an agreed pattern of work; and
 - 4.5.1.2 the Employee accepts the offer on that basis.

- 4.5.2 For each ordinary hour worked, a casual employee shall be paid the hourly rate of pay for the casual classification in which they are employed. The prescribed rates of pay in this Agreement include a casual loading of 20% of their ordinary hourly rate.
- 4.5.3 The 20% Casual Loading is paid as compensation for each of the following entitlements:
- 4.5.3.1 annual leave and annual leave loading,
 - 4.5.3.2 paid personal/carer's leave,
 - 4.5.3.3 redundancy benefits; and,
 - 4.5.3.4 the allowances prescribed by clause 5.3.1.
- 4.5.4 Casual Employees shall have a minimum engagement of 4 hours on any shift.
- 4.5.5 Conversion from casual employment to full time or part time employment shall be in accordance with the relevant NES provision prescribed by the Act.
- 4.6 CONTRACTORS, SUB CONTRACTORS & LABOUR HIRE
- 4.6.1 The parties recognise that the Employer uses a range of resources to perform its business, including direct employment, contractors, sub-contractors and labour hire. The Employer recognises that in certain circumstances the use of contractors and labour hire could affect the job security of employees.
- 4.6.2 Therefore, in circumstances where the Employer engages contractors, sub-contractors and/or labour hire, it will require those persons to agree to engage employees on lawful terms and conditions of employment which are no less favourable than the conditions of employment which an employee of the Company would receive under this Agreement for work of the same or similar type.
- 4.6.3 The Employer acknowledges that it is not its intention to use labour hire or contractors to undermine the employment security and terms and conditions of employment under this Agreement.

5 CLASSIFICATION STRUCTURE, WAGES & ALLOWANCES

5.1 CLASSIFICATION STRUCTURES

- 5.1.1 All Employees covered by this Agreement shall be classified in accordance with the classification structure prescribed by either Schedule 1, Schedule 2 or Schedule 3, as applicable. The applicable classification structure shall be read in conjunction with the corresponding wage schedule in order to determine the applicable wage payable to each employee. Employees may move between the classifications in Schedule 1, Schedule 2 or Schedule 3 because they may work across Parts B, C and D of this Agreement from time to time.
- 5.1.2 The classification structures shall be flexible in their application to employees covered by this Agreement and classification levels shall be determined on a “best fit” approach. In determining an applicable classification level for each employee, regard shall be had to the employee’s experience, skills, competencies and the requirements of the position he or she is employed to perform. Particular focus shall be paid to the job/position that the employee is engaged to perform (any contract of employment or letter of offer that assists in determining the employee’s classification shall be evidence of the correct classification). Where employees swap between the various parts of this Agreement and classification structures (including classification levels), the applicable classification level shall be determined by the employer and shall reflect the position the employee is required to perform, at the relevant time only.
- 5.1.3 An employee shall not fall under a classification level simply because he or she has the skills, qualifications, or experience to perform under that classification. If the employee is engaged to perform a lesser position than that which he or she is qualified for, the lesser classification shall apply to the employee’s work.
- 5.1.4 Advancement between classification levels shall be at the Employer’s discretion. In exercising the Employer’s discretion, it shall have regard to its operational requirements, project based requirements, costs and other factors relevant to a determination. Having achieved the classification criteria does not translate into being elevated to that classification.

5.2 WAGE INCREASES

- 5.2.1 Wages prescribed by the applicable Schedules to this Agreement have been calculated to include a yearly percentage increase on the following basis:
- 5.2.1.1 Upon commencement of this Agreement – as indicated by the applicable schedule;
 - 5.2.1.2 First Full Pay Period on or after September 1st 2024 – 3.5 per cent or CPI capped at 5%;
 - 5.2.1.3 First Full Pay Period on or after September 1st 2025 – 3.5 per cent or CPI capped at 5%;
 - 5.2.1.4 First Full Pay Period on or after September 1st 2026 – 3.5 per cent or CPI capped at 5%.
- 5.2.2 The increase in salary shall take effect from the first full pay period on or after the dates specified in 5.2.1. The increased wage rate schedules are set out in each of the applicable Schedules.
- 5.2.3 In return for an increase in wages, the Employees agree and acknowledge that they take all necessary steps to be multi skilled in the performance of their duties and utilise all of their relevant skills and

training to enhance productivity of the Employer, with a view to actively assisting the Employer in achieving its aims and objectives, being awarded new work and achieving project targets and project schedules, as applicable from time to time.

- 5.2.4 In circumstances where an Employee fails to maintain a valid and non-expired ticket or licence relevant to their day to day duties, or they are deemed to be unfit for work (either as a result of an employer required medical assessment or following a medical evaluation required for a maritime licence or ticket), the Employee may be stood down by the Employer, without pay, until such time as they are either deemed fit for work or renew their licence, ticket or applicable certification.

5.3 ALLOWANCES

5.3.1 All In

Unless otherwise expressly prescribed as payable under this Agreement, the following allowances have been consolidated into the wages payable to Employees under this Agreement (being "all in" rates of pay):

- a) Dual Capacity Allowance
- b) Dirty or offensive work allowance
- c) Wet Work Allowance
- d) Bilge Allowance
- e) Chipping Hammers Allowance
- f) Waiting Orders
- g) Towing – either towing or carrying explosives
- h) Towing – Master engaged in towing non-propelled barges greater than 400 tonnes
- i) Meal Allowance for Overtime (1st one half hours)
- j) Ship stranded or wrecked or on fire

- 5.3.2 All Allowances payable to an employee pursuant to this Agreement shall be increased each year at the time stated by clause 5.2.1 and by the same percentage increase.

5.3.3 Charge Hand

5.3.3.1 Charge Hands appointed by the Employer to act as a Charge Hand shall receive an allowance of:

- a) \$32.38 per week when supervised by a foreman; or
- b) \$48.18 per week when not supervised by a foreman.

5.3.4 Dirty Work – Alongside discharging

5.3.4.1 Instead of paying the Dirty Work – Standard Allowance, for all work an employee is required to perform alongside vessels in discharging alumina, petroleum, coke, sulphur, anhydrous ammonia and all phosphates, the employee will be paid an allowance of \$1.79 per hour from the time the barge ties up to their vessel until their vessel returns to its berth (or as otherwise directed).

5.3.5 Loading/unloading Garbage

5.3.5.1 An employee called upon to work at loading or unloading garbage and/or ashes or other like material will be paid an allowance of \$0.70 per hour.

5.3.6 First Aid

5.3.6.1 An Employee who holds a certificate from the St John Ambulance or its equivalent for a first aid qualification and who is required by the Employer to perform first aid will be paid an allowance of \$16.89 per week.

5.3.7 Personal Effects Allowance

5.3.7.1 If:

- a) by fire, explosion, foundering, shipwreck, collision, stranding or accident (not caused by the employee's own wilful neglect or fault) an employee should sustain damage to or loss of their personal effects or equipment;
- b) where an Employee's personal effects are lost through breaking or entering while securely stored at the employer's direction in a room or building on the employer's premises, vessel or workshop

the employer will compensate them for such damage or loss by a payment equivalent to the value thereof, not exceeding \$2080.

5.3.8 Diving

For each day an Employee is required to perform the duties of diving to clean glass bottom boats or to clear obstructions from boats propeller, the Employee shall be paid an allowance of \$5.46 per day.

5.3.9 Employee Vehicle

An Employee required by the Employer to use their own motor vehicle to travel for the Employer at its direction, shall be entitled to an allowance of \$0.91 per kilometre. An Employee will not be entitled to the above allowance in circumstances where they are offered the opportunity to use an Employer owned vehicle by the Employer and refuse.

5.3.10 Overtime Meal Allowance

Where an employee is required to work overtime, without being notified the previous day (or earlier), and the overtime results in the employee working 5.5 hours beyond the employees usual ceasing time on the day, the employee shall be entitled to a meal allowance of \$18.19. This meal allowance shall not apply to work performed under Part C or Part D or in circumstances where the employee has received a meal or compensation for a meal under any Part of this Agreement.

6 TERMINATION OF EMPLOYMENT

6.1 NOTICE

6.1.1 Weekly Employees

6.1.1.1 The Employer or the Employee shall give notice of termination in accordance with the following table:

Employee's period of continuous service with the Employer at the end of the day the notice is given	Period
Not more than 1 year	1 week
More than 1 year but not more than 3 years	2 weeks
More than 3 years but not more than 5 years	3 weeks
More than 5 years	4 weeks

6.1.2 The period of notice stated in 6.1.1.1 shall increase by 1 week, for the Employer terminating an Employee, if the Employee:

6.1.2.1 is over 45 years old; and

6.1.2.2 has completed at least 2 years of continuous service with the Employer.

6.1.3 Where an Employee is guilty of serious misconduct, the provisions regarding notice of termination do not apply and wages shall only be payable to the Employee for all time worked up until the time of dismissal only.

6.1.4 Where the Employer or the Employee fails to give the required notice (except in the case of serious misconduct), the Employee's employment may be terminated by the payment or forfeiture of the prescribed notice or by a combination of notice and forfeiture.

6.1.5 All Employees upon cessation of employment are required to return to the Employer's office, all uniforms, keys and, confidential information, intellectual property and equipment issued to them by the Employer.

6.1.6 Subject to any Order of the Fair Work Commission or a Court of competent jurisdiction or any legislation to the contrary, final payment of termination entitlements will only be made once all Employer owned property has been returned, but in any case, no later than seven (7) days following the date of termination.

6.1.7 Employer owned property which is found to be damaged or is not returned will result in the value of the property being deducted from final termination payment (excluding fair wear and tear).

6.2 REDUNDANCY/SEVERANCE

6.2.1 This clause applies to all employees except those identified in section 123 of the Act.

6.2.2 A redundant employee will receive redundancy/severance payments, calculated in accordance with the National Employment Standards (NES) and such notice or payment in lieu of notice as prescribed and calculated by clause 6.1.

6.2.3 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 payment instead of an amount equal to the difference between the former ordinary time rate of pay and the ordinary time rate of pay for the number of weeks of notice still owing.

6.2.4 Employee leaving during notice period

An employee given notice of termination in circumstances of redundancy may terminate their employment during the period of notice. The employee is entitled to receive the benefits and payments they would have received under this clause had they remained in employment until the expiry of the notice, but is not entitled to payment instead of notice.

6.2.5 Redundancy Selection Criteria

6.2.5.1 Redundant Employees shall be selected on the basis of competency and skill using the following:

- a) The Employer will identify the position or positions that are no longer required and which will become redundant.
- b) The Employer will then select Employees to be made redundant on the basis of its need to retain the most competent, most skilled and most productive Employees so as to maintain and enhance the Employer's productivity, efficiency and profitability.

6.2.5.2 The Employer may call for nominations for voluntary redundancies from affected employees but is not required to prioritise or accept those nominations where it does not consider those voluntary nominations to be in the interest of the Employer.

6.2.5.3 Where potential redundancies would result in the application of the Consultation and Change provision in clause 12.2 as a "major change", the Employer shall duly apply the provision of the said clause.

6.2.6 Job search entitlement

6.2.6.1 An employee given notice of termination in circumstances of redundancy must be allowed up to one day's time off without loss of pay, which may be a day of leave, during each week of notice for the purpose of seeking other employment.

6.2.6.2 Where the employee is working pursuant to Part C or D of this Agreement, appointments under this clause 6.2.6, for suitable future employment should be made during an Employee's off swing leave and non-working hours however, subject to 6.2.6.3, time off may be taken at times during working hours provided it is convenient to the Employer and operations.

6.2.6.3 Failure by an Employee to demonstrate to the satisfaction of the Employer that appointments under 6.2.6.1 for suitable future employment could not be made during non-working hours or off swing leave periods will result in permission to attend during working hours being declined. Where an employee received paid time off under this clause the Employee will demonstrate to the satisfaction of the Employer and produce proof of attendance at an interview or they will not be entitled to payment for the time absent. The entitlement to a day's leave per week under this clause is not cumulative.

7 LEAVE AND RELATED MATTERS

7.1 LEAVE – WHEN WORKING UNDER PART D ON A SWING CYCLE

7.1.1 An employee's entitlement to the leave prescribed by clauses 7.2 to 7.5 below (and other items as set out in Part D), shall be substituted and compensated by the entitlement prescribed by Part D when they are engaged in Project Work and working on a Swing Cycle. If no Swing Cycle is in operation clauses 7.2 to 7.5 below continue to operate.

7.2 LEAVE – WHEN WORKING UNDER PART B & PART C

7.2.1 Subject to eligibility requirements, notice requirements and all requirements of the Act, Employees shall be entitled to the forms of leave prescribed by paragraphs 7.3 – 7.9

7.3 ANNUAL LEAVE

7.3.1 Employees shall be entitled to Annual Leave in accordance with the Act.

7.3.2 Where an employee elects to take a week off of annual leave, they shall be entitled to be absent from work for a period of 7 days, but shall only be paid their ordinary hours in that week.

7.3.3 For the purposes of an additional weeks leave provided by the NES, a shiftworker means a Continuous Shiftworker as defined.

7.3.4 Payment of any annual leave amount shall be made by EFT in accordance with the usual pay cycle, unless otherwise agreed.

7.3.5 ANNUAL LEAVE LOADING

7.3.5.1 An Annual Leave Loading is payable in addition to an employee's payment for such leave, at the following rates:

- a) For employees who are not shiftworkers - 17.5% of the rate of pay
- b) For shiftworkers - 20% of the rate of pay

7.3.6 ANNUAL LEAVE IN ADVANCE

7.3.6.1 The Employer and Employee may agree in writing to the employee taking a period of paid annual leave before the employee has accrued an entitlement to the leave, provided that the Agreement to take such leave is committed to writing, states the amount of leave to be taken in advance (including when it is to commence) and is signed by both the employer and the employee (or if the employee is under 18, by the employees parent or guardian).

7.3.6.2 If, on the termination of the employee's employment, the employee has not accrued an entitlement to all of a period of paid annual leave already taken in advance, the employer may deduct from any money due to the employee on termination an amount equal to the amount that was paid to the employee in respect of any part of the period of annual leave taken in advance to which an entitlement has not been accrued.

7.3.7 LEAVE DURING DRY DOCKING

Whilst a vessel has ceased operation for the purpose of a survey, overhaul or docking, the employer may require an employee to proceed to their Home Port to take accrued leave and any leave in advance to the extent permitted by this Agreement.

7.3.8 CASHING OUT OF ANNUAL LEAVE

- 7.3.8.1 Paid annual leave must not be cashed out except in accordance with an agreement under this clause.
- 7.3.8.2 Each cashing out of a particular amount of paid annual leave must be the subject of a separate agreement.
- 7.3.8.3 The Employer and an employee may agree in writing to the cashing out of a particular amount of accrued paid annual leave by the employee.
- 7.3.8.4 An agreement must state:
 - a) the amount of leave to be cashed out and the payment to be made to the employee for it; and
 - b) the date on which the payment is to be made.
- 7.3.8.5 An agreement under this clause must be signed by the Employer and employee and, if the employee is under 18 years of age, by the employee's parent or guardian.
- 7.3.8.6 The payment must not be less than the amount that would have been payable had the employee taken the leave at the time the payment is made.
- 7.3.8.7 An agreement must not result in the employee's remaining accrued entitlement to paid annual leave being less than 4 weeks.
- 7.3.8.8 The maximum amount of accrued paid annual leave that may be cashed out in any period of 12 months is 2 weeks.
- 7.3.8.9 The employer must keep a copy of any agreement as an employee record.

7.3.9 EXCESSIVE ANNUAL LEAVE ACCRUALS

- 7.3.9.1 Where an Employee has more than eight (8) weeks of annual leave accruals (or ten (10) weeks for Shiftworkers), the Employer and the Employee shall confer to attempt to genuinely reach an agreement on how to reduce or eliminate any annual leave accrued. Where agreement cannot be reached, the following shall apply:
 - a) The Employer may direct the Employee to take one or more periods of annual leave provided:
 - i. The balance of the employees accrued annual leave must remain at or above 6 weeks;
 - ii. Any period of leave directed to be taken must be at least one week in value;
 - iii. The Employer provides at least 8 weeks' notice of the requirement to take leave (but no more than 12 months' notice);
 - iv. The direction is not inconsistent with any leave arrangements

agreed between the Employer and Employee.

- b) The Employee may request of the Employer to take one or more periods of annual leave (and the Employer must grant such leave) provided:
 - i. The Employer has not given a direction referred to in 7.3.9.1a) above; and
 - ii. The Employee has had leave above eight (8) weeks of annual leave accruals (or ten (10) weeks for Shiftworkers) for more than 6 months; and
 - iii. The Employees request satisfies each of the requirements in 7.3.9.1a); and
 - iv. The Employee's request does not require more than four (4) weeks annual leave (or five (5) weeks annual leave for a shiftworker) to be granted in any 12 month period.

7.4 PUBLIC HOLIDAYS

7.4.1 An Employee's entitlement to Public Holidays shall be in accordance with the Act.

7.4.2 Ordinary hours performed on a public holiday shall be paid at 250% of the ordinary hourly rate, with a minimum engagement of four (4) hours.

7.4.3 Hours of work performed immediately before or after a part-day public holiday, that form part of one continuous shift, are counted as part of the minimum engagement period.

7.5 PERSONAL/CARER'S LEAVE & COMPASSIONATE LEAVE

Employees shall be entitled to Personal Leave/ Carer's leave in accordance with the Act.

7.6 COMMUNITY SERVICE LEAVE AND JURY SERVICE

Employees shall be entitled to Community Service Leave in accordance with the Act.

7.7 PARENTAL LEAVE

Employees shall be entitled to Parental Leave in accordance with the Act.

7.8 FAMILY AND DOMESTIC VIOLENCE LEAVE

7.8.1 Employees shall be entitled to Family & Domestic Violence Leave in accordance with the Act.

7.8.2 An employee may also access the Family & Domestic Violence Leave entitlement in circumstances where a member of their Immediate Family is experiencing Family and Domestic violence (as defined by the Act) provided always that:

7.8.2.1 all other requirements of the Act have been met by the Employee; and

7.8.2.2 the Employee does not have to be repatriated to shore by the Employer, off a vessel, during its operation; and

7.8.2.3 the operation of this clause is at no cost to the employer, other than the Employees' wages whilst accessing the entitled period of leave.

7.9 LONG SERVICE LEAVE

An Employee's Long Service Leave entitlements shall be in accordance with the Act.

8 PAYMENT OF WAGES AND RELATED MATTERS

8.1 PAYMENT OF WAGES

- 8.1.1 Wages shall be paid weekly. Employee must complete a relevant timesheet or time recording entry for each week to ensure that wages are appropriately calculated and paid.
- 8.1.2 Payment will be by direct deposit/electronic funds transfer to a bank account nominated by the employee.
- 8.1.3 Where a payment in excess of the Employee's entitlement is made in error, the Employer shall notify the Employee of the error at the earliest opportunity and the Employer and the Employee shall reach agreement as to the period over which the excess payment shall be repaid to the Employer. In such cases, the Employee shall authorise the necessary deductions in writing and the Employee's payslips shall then show the amount deducted each pay period and the amount of excess payment which remains to be repaid. In the event that agreement cannot be reached, or the employee fails to authorise an amount in accordance with this clause, the excess payment shall be repaid in equal instalments over a period of no more than six (6) months.
- 8.1.4 On the termination of an Employee's employment, the Employer shall process the Employee's final pay, on the day of termination or where this is not practicable, within 7 days.
- 8.1.5 Averaging wage payments
 - 8.1.5.1 Where an employee's hours of work are structured to consist of periods of duty and non-duty periods, or as part of an RDO system, or where a Swing Cycle is in operation as anticipated by Part D, the Employer may average the Employees' wages over the specified work period, including periods of duty and non-duty, any RDO, Swing Cycle, or period as agreed (for example, if Employee's work a Swing Cycle of 2 weeks on and 2 weeks off, wage payments may be averaged over a 4 week period)

8.2 SUPERANNUATION

- 8.2.1 The Employer will make contributions on behalf of Employees to a complying superannuation fund which meets the Employer's statutory obligations under the *Superannuation Guarantee (Administration) Act 1992* and avoids the employer being required to pay a superannuation guarantee charge under any superannuation legislation.
- 8.2.2 An Employee may choose a preferred complying Superannuation Fund that Superannuation Guarantee Contributions will be deposited into by the Employer. Where an employee does not make an election as to a complying Superannuation Fund, the Employer may direct any contribution to the Default Fund. The Employer is not required to contribute into more than one fund at any one time.
- 8.2.3 For the purposes of this Agreement:
 - 8.2.3.1 "**Default Fund**" means: Host Plus
 - 8.2.3.2 "**Superannuation Legislation**" means collectively the Superannuation Guarantee (Administration) Act 1992, the Superannuation Guarantee Charge Act 1992, the

Superannuation Industry (Supervision) Act 1993 and the Superannuation (Resolution of Complaints) Act 1993 and any other amending legislation enacted from time to time.

8.2.4 Voluntary employee contributions

8.2.4.1 Subject to the governing rules of the relevant superannuation fund, an employee may, in writing, authorise the Employer to pay on behalf of the employee a specified amount from the post-taxation wages of the employee into the same superannuation fund as the Employer makes the superannuation contributions provided for above.

8.2.4.2 An employee may adjust the amount the employee has authorised the Employer to pay from the wages of the employee from the first of the month following the giving of three months' written notice to the Employer.

8.2.4.3 The Employer will pay any nominated amount pursuant to their obligations under the *Superannuation Guarantee (Administration) Act 1992*.

8.3 HIGHER DUTIES

8.3.1 An employee directed by the employer to carry out any duties carrying a higher rate than the employee's ordinary classification:

8.3.1.1 for a period of more than two hours – they shall be paid at the higher rate for 8 hours on that day;

8.3.1.2 for a period of two or less hours - they shall be paid at the higher rate for the time the employee is so engaged.

8.3.2 Notwithstanding anything contained in clause 8.3.1 hereof, no employee shall be entitled to a higher rate when:

8.3.2.1 participating in training to achieve a higher classification or relieving an employee for breaks, meal intervals, crib time, toilet relief or any other relief of a like nature; or

8.3.2.2 where a competent and certified Marine Motor Engineer is required to use their Certificate of Competency in their role, because an allowance (Dual Capacity Allowance) has already been provided for such activities (see clause 5.3.1a).

8.3.3 In circumstances where an Employee has been carrying out duties as part of a role that attracts a higher rate of pay and requires the application of greater skills and more responsibility, where the Employee has been performing that role on a regular and systematic basis for more than six (6) months, the Employee is entitled to request that the Employer permanently appoint the employee to that role.

8.3.3.1 The employer must give the employee a written response to the request within 21 days after the request is given to the employer, stating whether the employer grants or refuses the request.

8.3.3.2 Where a dispute exists in relation to the application of clause 8.3.3 it may be dealt with pursuant to the Dispute Settlement Procedure at clause 11.

8.4 PREFERENCE FOR WORK

8.4.1 The Employer shall, in consultation with its employees, implement a system to enable employees to declare their preference for the performance of overtime by declaring their availability (or unavailability) in advance:

8.4.1.1 for overtime that results from the extension of regular or ordinary time shift, Monday to Friday – in fortnightly blocks

8.4.1.2 for all other overtime (e.g weekend shifts) – in monthly blocks

8.4.1.3 for project work – as required

8.4.2 Determining Preferences

8.4.2.1 In circumstances where there are competing interests between employees wishing to perform the following work the following points systems has been agreed between the parties, with the process will be finalised between the Employer and the Delegates Committee within the first three months of approval of this Agreement:

- a) Overtime: lowest points first opportunity, subject to skills;
- b) Project Work: lowest points first opportunity, subject to skills;
- c) Offshore Work - lowest points first opportunity, subject to skills.

8.4.3 Skills and qualifications

8.4.3.1 The preference system referred to above shall not apply where an employee who has a preference for overtime does not hold the relevant skills and qualifications for the job to be performed.

8.4.4 Reasonable additional hours

8.4.4.1 The provisions of this clause are not intended to operate to limit or otherwise restrict the employer's ability to reasonably and lawfully require the performance of overtime and reasonable additional hours pursuant to the NES.

8.4.5 Allocation of Pick for rostering

8.4.5.1 The following will be the order in which employees will be allocated:

- a) Permanent employees rostered Mon to Fri
- b) Casual employees rostered Mon-Fri
- c) Permanent employees working overtime shifts
- d) Other Labour

9 BREAKS

9.1 REST PERIODS AND MEAL BREAKS

9.1.1 An employee will, where practical, be allowed the following breaks, during the specified period of time, for the prescribed duration, save an except for catering employees:

Breaks	When?	Duration	\$'s
Breakfast	At a time agreed within 4 hours of an employee's starting time	20 mins	Paid
Lunch	between 12.00 pm and 12.45 pm or as agreed with the Employer or as is custom at the relevant establishment	30	unpaid
Tea	If employees are engaged to perform work beyond 6pm	20 mins	Paid

9.1.2 Employees may be required to curtail their breaks where operational requirements of the vessel dictate. Breaks may only be curtailed or altered where the Master, another officer or management of the Employer deems it necessary to meet the operational requirements of the vessel. Breaks may be taken on board during the operation of a vessel.

9.1.3 No employee will be required to work for more than five hours without being allowed a break for a meal.

9.1.4 Catering employees will take their meal breaks, so far as is practical, within the spread of hours above but where this is not possible, due to the nature of their duties, they shall take the break on the first possible occasion immediately following the scheduled break time.

9.1.5 Any Employee directed to work during their scheduled or agreed meal break or rest period, shall be paid at the rate of 200% of their ordinary hourly rate until such time as their break is taken or they are released from duty. This clause shall not apply where the relevant establishment's custom and practice would otherwise make the application of this clause inconsistent with their practices.

9.1.6 It is the intent of the Employer to ensure that breaks are taken and not requiring payment pursuant to clause 9.1.5. As such, the parties will identify and develop, during the term of this Agreement, better practices and principles to ensure breaks are taken.

10 RECRUITMENT

10.1.1 The Employer will select and recruit employees to fill the workforce requirements.

10.1.2 Any vacancies, including promotional opportunities, as they arise will be filled by trained and suitable employees from within the Employer's business, where suitable employees are available.

10.1.3 The filling of vacancies, including promotional opportunities shall be determined at the sole discretion

of the Employer.

10.1.4 The Employer may use a range of recruitment methods in the selection of employees or in identifying suitable candidates for a position. This may include use of Employment Assistance System (EAS) collated by the MUA, where the MUA makes this System available to it for use.

11 DISPUTE PROCESSES

11.1 DISPUTE SETTLEMENT PROCEDURE

11.1.1 The aim of this procedure is to ensure that during the life of the Agreement, industrial grievances or disputes are prevented or resolved as quickly as possible at the level they occur in the workplace.

11.1.2 All disputes relating to matters arising under the Agreement, the National Employment Standards, in relation to the application of this Agreement or any matter pertaining to the employment relationship, shall be dealt with in accordance with the following procedure. A dispute may be raised by any party to this Agreement. The pre-dispute status quo shall prevail while the matter is being dealt with in accordance with this procedure.

STEP 1	In respect of any grievance there should be an attempt to resolve the grievance by the Employee(s) and the Master conferring on the issue. If the matter remains unresolved, follow Step 2.
STEP 2	The matter shall be discussed between: <ul style="list-style-type: none"> • the Employee(s); • if requested by the Employee(s), another Employee nominated by the Employee(s) which may be their elected, appointed or chosen representative; • an Employer Representative. If the matter remains unresolved, follow Step 3.
STEP 3	The matter shall be discussed between: <ul style="list-style-type: none"> • the Employee(s); • if requested by the Employee(s), the employees chosen Union Branch Official; • Employer Representative/s. If the matter remains unresolved, follow Step 4.

STEP 4	<p>The matter in dispute shall be referred by either party to the Fair Work Commission (FWC) to conciliate. The FWC will seek to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation.</p> <p>If the dispute is not resolved by conciliation, the FWC shall deal with the dispute by arbitration and its decision shall be final, subject to any appeal to the Full Bench of FWC. If arbitration is necessary, FWC may exercise the procedural powers in relation to hearings, witnesses, evidence and submissions which are necessary to make the arbitration effective and which are given to it under the Act and/or this Agreement. Subject to the Act, either party may appeal the decision of FWC at arbitration under this clause to the Full Bench of the FWC, which may substitute its decision for that of the member at first instance.</p> <p>Any decision made by the FWC or its Full Bench pursuant to this procedure must be consistent, the extent that such Codes & Guidelines apply to the circumstances, with the provisions of the National Code of Practice for the Construction Industry, Code for the Tendering and Performance of Building Work, and the Australian Government</p>
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	Implementation Guidelines, as amended from time to time and in operation as at the time of the dispute occurring or being heard, whichever is the latest.
NOTE 1	In order to allow for a peaceful resolution of grievances, the parties shall be committed to avoiding stoppages of work, lockouts or any other bans or limitation on the performance of work while Steps in the above Dispute Resolution Procedure are being followed.
NOTE 2	<p>The Employer shall ensure that all practices applied during the operation of the procedure are in accordance with safe working practices.</p> <p>Where the grievance/issue involves a bona fide safety issue, the Employees and Employer shall co-operate to ensure that:-</p> <ul style="list-style-type: none"> • There is compliance with applicable Work Health and Safety laws; • All Employees are effectively isolated from the safety risk and the normal operations at the relevant place will continue in all other areas or tasks while the issue is resolved; • All reasonable steps are taken to correct the safety issue; and • The parties confer as soon as possible about the safety issue in accordance with the above disputes procedure, which will include the observance of Notes 1 and 2 of this Procedure. <p>While the dispute resolution procedure is being conducted, work must continue in accordance with this Agreement and the Act and applicable law.</p>
NOTE 3	Notwithstanding anything set out above as part of the Dispute Settlement Procedure, an Employee may personally process an individual grievance in accordance with this Dispute Settlement Procedure.
REPRESENTATION	A party to any dispute processed through this Dispute Settlement Procedure may appoint another person, delegate, organisation, firm or association to accompany or represent them in any meeting or proceedings relating to the dispute.

12 INDIVIDUAL FLEXIBILITY ARRANGEMENT & CONSULTATION

12.1 INDIVIDUAL FLEXIBILITY AGREEMENT

12.1.1 The Employer and an Employee may agree to make an individual flexibility arrangement to vary the effect of terms of the Agreement if:

12.1.1.1 the Agreement deals with 1 or more of the following matters:

- a) arrangements about when work is performed;
- b) overtime rates;
- c) penalty rates;
- d) allowances;
- e) leave loading; and

12.1.1.2 the arrangement meets the genuine needs of the Employer and Employee in relation to 1 or more of the matters mentioned in paragraph 12.1.1.1; and

12.1.1.3 the arrangement is genuinely agreed to by the Employer and Employee.

12.1.2 The Employer must ensure that the terms of the individual flexibility arrangement:

12.1.2.1 are about permitted matters under section 172 of the *Fair Work Act 2009*; and

12.1.2.2 are not unlawful terms under section 194 of the *Fair Work Act 2009*; and

12.1.2.3 result in the Employee being better off overall than the Employee would be if no arrangement was made.

12.1.3 The Employer must ensure that the individual flexibility arrangement:

12.1.3.1 is in writing; and

12.1.3.2 includes the name of the Employer and Employee; and

12.1.3.3 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

12.1.3.4 includes details of:

- a) the terms of the Enterprise Agreement that will be varied by the arrangement; and
- b) how the arrangement will vary the effect of the terms; and
- c) 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
- d) states the day on which the arrangement commences.

12.1.4 The Employer must give the Employee a copy of the individual flexibility arrangement. The employer will keep a copy of the agreement as a time and wages record.

12.1.5 The Employer or Employee may terminate the individual flexibility arrangement:

12.1.5.1 by giving 28 days' written notice to the other party to the arrangement; or

12.1.5.2 if the Employer and Employee agree in writing — at any time.

12.1.6 An employer seeking to enter into an agreement must provide a written proposal to the employee. Where the employee's understanding of written English is limited the employer must take measures, including translation into an appropriate language, to ensure the employee understands the proposal.

12.2 CONSULTATION AND CHANGE

12.2.1 This clause applies if:

12.2.1.1 the Employer 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 Employees of the enterprise; or

12.2.1.2 proposes to introduce a change to the regular roster or ordinary hours of work of employees.

12.2.2 Major change

12.2.2.1 For a major change referred to in paragraph 12.2.1.1

a) the employer must notify the relevant employees of the decision to introduce the major change; and

b) subclauses 12.2.3 to 12.2.9 apply.

12.2.3 The relevant Employees may appoint a representative for the purposes of the procedures in this term. A reference to the employee under this clause includes a reference to their representative if one is appointed or acting for an employee or employees.

12.2.4 If:

12.2.4.1 a relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation; and

12.2.4.2 the Employee or Employees advise the Employer of the identity of the representative;

the Employer must recognise the representative.

12.2.5 As soon as practicable after making its decision, the Employer must:

12.2.5.1 discuss with the relevant Employees:

a) the introduction of the change; and

b) the effect the change is likely to have on the Employees; and

c) measures the Employer is taking to avert or mitigate the adverse effect of the change on the Employees; and

12.2.5.2 for the purposes of the discussion — provide, in writing, to the relevant Employees:

a) all relevant information about the change including the nature of the change proposed; and,

- b) information about the expected effects of the change on the Employees;
and
- c) any other matters likely to affect the Employees.

12.2.6 However, the Employer is not required to disclose confidential or commercially sensitive information to the relevant Employees.

12.2.7 The Employer must give prompt and genuine consideration to matters raised about the major change by the relevant Employees.

12.2.8 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 clause 12.2.2.1a) and 12.2.3 and 12.2.5 are taken not to apply.

12.2.9 In this term, a major change is *likely to have a significant effect* on Employees if it results in:

- 12.2.9.1 the termination of the employment of Employees; or
- 12.2.9.2 major change to the composition, operation or size of the Employer's workforce or to the skills required of Employees; or
- 12.2.9.3 the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
- 12.2.9.4 the alteration of hours of work; or
- 12.2.9.5 the need to retrain Employees; or
- 12.2.9.6 the need to relocate Employees to another workplace, location or type of work; or
- 12.2.9.7 the restructuring of jobs.

12.2.10 Change to regular roster or ordinary hours of work

12.2.10.1 For a change referred to in paragraph 12.2.1.2:

- a) the employer must notify the relevant employees of the proposed change;
and
- b) subclauses 12.2.11 to 12.2.15 apply.

12.2.11 The relevant employees may appoint a representative for the purposes of the procedures in this term. A reference to the employee under this clause includes a reference to their representative if one is appointed or acting for an employee or employees.

12.2.12 If:

- 12.2.12.1 a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
- 12.2.12.2 the employee or employees advise the employer of the identity of the representative;

the employer must recognise the representative.

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

12.2.13.1 discuss with the relevant employees the introduction of the change; and

12.2.13.2 for the purposes of the discussion--provide to the relevant employees:

- a) all relevant information about the change, including the nature of the change; and
- b) information about what the employer reasonably believes will be the effects of the change on the employees; and
- c) information about any other matters that the employer reasonably believes are likely to affect the employees; and

12.2.13.3 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).

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

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

12.2.16 In this clause 12, **relevant Employees** means the Employees who may be affected by the major change.

12.2.17 The provisions of this clause are not intended to remove or limit the Employer's prerogative to introduce change to its business and/or reduce the speed at which change needs to be introduced in the particular circumstances. This clause shall not act as a barrier to the workplace changes that may be introduced by the agreement of the Employer and its Employees.

13 UNION DELEGATES COMMITTEE

13.1.1 The Employees may form a Union Delegates Committee and hold Union Delegate Committee meetings up to six times per year.

13.1.2 A representative of the Employer shall agree to attend the Union Delegate Committee meetings. Such meetings shall be organised and arranged by the relevant delegates having regard to the Employer Representative's diary.

13.1.3 The Union Delegate Committee may determine its own rules for the proceeding of such meetings and the selection of the Union delegates shall be determined by the Union and advised to the Employer. The Union Delegates Committee should consist of no more than 2 union delegates.

14 WORKPLACE REPRESENTATION

14.1 General

14.1.1 The Parties to this Agreement acknowledge that good communication between the Company, the Employees and Employee Representatives is an important mechanism in assisting the parties to resolve grievances and disputes in a timely fashion and to ensure the smooth operation of this Agreement.

14.2 Union Delegates

14.2.1 The Parties recognise the role a Union Delegate can have in seeking to ensure industrial harmony in the workplace. Where the Union appoints a delegate, the Employer agrees that it will treat them fairly, recognise their role and allow them to perform their role as delegate without discrimination. This however does not prevent an Employee raising an issue either directly with the Employer and the Employer dealing directly with individual employees (as is necessary).

14.3 Union Delegate Rights

14.3.1 Where a delegate is appointed by the Union, the Employer will recognise that the delegate will:

- 14.3.1.1 Represent and/or assist employees (where requested to do so) in grievances, disputes or discussions with the Employer;
- 14.3.1.2 Place union material on notice boards in the workplace;
- 14.3.1.3 Speak on behalf of union members in the workplace;
- 14.3.1.4 Take adequate paid time to prepare and participate in collective bargaining on behalf of those they represent;
- 14.3.1.5 Take reasonable paid time during normal working hours to consult with union members.

14.4 Paid Trade Union Training Leave

14.4.1 Subject to the provisions of this clause, an employee nominated by the Branch Secretary of the Union, shall be entitled to paid trade union leave without loss of earnings. Paid trade union leave shall include but not limited to union training, union education, conferences and/or participation in the operation of the Union.

14.4.2 The Manager of the Employer shall not unreasonably withhold approval for such leave provided that the Branch Secretary forwards reasonable written notice setting out the date/s, venue and general description of the paid trade union leave.

14.4.3 Unless otherwise agreed to by the Manager, paid trade union leave under this Clause shall be limited to 10 days leave between the relevant employee's nominated in each year from the date of implementation of this Agreement. There shall be no more than 2 employees nominated in any year.

15 FITNESS FOR DUTY

15.1 FITNESS FOR WORK

- 15.1.1 Employees are responsible for ensuring that they are fit to undertake their duties, before commencing and during their work each day. This includes having had sufficient sleep and being rested, alert and focussed for their duties.
- 15.1.2 The Employer enforces a strict no tolerance policy for drugs and alcohol in the workplace. Any person found to be under the influence of illicit drugs and/or alcohol may face termination of employment or disciplinary action. Persons that are taking prescription medication must advise the Employer prior to commencing duty. The Employer may carry out drug and alcohol testing.
- 15.1.3 The Employer has a dry ship policy. This includes when off duty during rest periods during a Swing Cycle. The Employer has a strong commitment to the safe operation of its vessel and requires all employees to be alert and ready to respond to operational needs at any time of the day or night. Any shore leave will be at the discretion of the Master and where it is granted employees will not be permitted to consume alcohol. Any breach of this policy will be treated as serious misconduct and may result in dismissal.
- 15.1.4 The parties agree that employees are required to and will adhere to the Employer's Drug and Alcohol Policy and / or the Project or Clients Drug and Alcohol Policy, whichever is the more stringent, at all times while engaged by the employer. This may include random, casual and incident-specific alcohol and drug testing.
- 15.1.5 The employer will take steps to ensure that before the commencement of engagement of employees for a project that the employees are briefed on the employers D&A Policy and the D&A Policy of the Client.
- 15.1.6 In circumstances where an Employee is not, in the opinion of the Employer, fit for work or unable to carry out the requirements of their job, the Employer may, upon the giving of no less than 1 days' notice, direct that the Employee is to be absent from work, without pay, until such time as either the Employee demonstrates to the Employer (by way of medical evidence or another means acceptable to the Employer) that the Employee is fit to resume work and is capable performing his or her job or until the Employer authorises the Employee's return to work, whichever is the earliest. Before providing notice to an Employee under this clause, the Employer shall consider any applicable evidence before it that establishes the Employee is unfit for work at that time.
- 15.1.7 Disputes concerning the implementation and application of clause 15.1.1 shall be attempted to be resolved through the Dispute Resolution Procedure at first instance.

16 DRILLS

An employee shall attend when required any medical inspection, boat, fire, collision drills.

17 TRAINING

- 17.1.1 The Employer will prepare a Training Matrix, which will be based on the following principles:
- 17.1.1.1 A well-trained, skilled, competent and flexible workforce is essential to meet the objectives of the Employer and this agreement.

- 17.1.1.2 Training will be according to the present and future needs of the Employer.
- 17.1.1.3 Access to training will be on merit and according to the perceived potential of the crew member.
- 17.1.1.4 Courses are to be undertaken within leave periods or as agreed by the Employer.
- 17.1.1.5 Employees are to keep their certificates current and ensure all revalidation requirements are met.

18 PROTECTIVE CLOTHING AND EQUIPMENT

- 18.1.1 Protective and industrial clothing (excluding work boots), which may have an Employer logo, will be supplied by the Employer free of charge to the employees.
- 18.1.2 The Employer will provide all employees with work clothing and necessary PPE at the commencement of employment. Employee's shall maintain and take care of clothing and PPE at all times. This equipment will be replaced as necessary on a fair wear and tear basis.
- 18.1.3 Where conditions require, the employer shall provide necessary protective clothing and equipment including: Hard Hat, protective glasses, gloves, hearing protection, personal flotation device and a wet weather jacket.
- 18.1.4 The protective clothing shall at all times remain the property of the employer and shall be returned by the employee to the employer at the completion of the said employee's service.
- 18.1.5 Employees shall provide themselves with slip on steel cap safety boots. The Employer shall provide each full time or part time Employee with a \$200 per year allowance for safety boots, provided that the Employee provides evidence to the satisfaction of the Employer, of the purchase of relevant safety boots on each occasion.
- 18.1.6 The Employer shall be obliged to replace any of the above items if the employee satisfies the employer that the article concerned has been destroyed or rendered unusable without the fault and or neglect of the employee in the course of carrying out their duties; or that the item concerned was damaged and/or stolen without the fault or neglect of the employee's whilst on-board a vessel or that the employee has outgrown the article concerned and that it is unsuitable for proper use.
- 18.1.7 Sunscreen cream will be provided for all employees.

19 WORK HEALTH & SAFETY

- 19.1.1 The Employer has an obligation to provide a safe workplace including safe systems of work, safe and maintained equipment, relevant training, supervision and appropriate personal protective equipment for all Employees.
- 19.1.2 Employees have an obligation to work in a safe manner having regard to the wellbeing of others, to only undertake tasks for which they are trained and appropriately ticketed, to be available for training, to wear personal protective equipment as required and to report any matters which they believe present a safety risk.
- 19.1.3 All work health and safety issues will be resolved in strict accordance with the Employer's procedures

and relevant legislation.

- 19.1.4 If a safety problem arises, the matter shall be brought to the attention of the immediate supervisor who shall organise to have the problem rectified and the Employees relocated to safe work areas whilst rectification work is being carried out.
- 19.1.5 Where a safety problem exists, work shall cease only in the affected area. Work shall continue elsewhere unless there is no safe access to working areas. However, any problem of access shall be immediately rectified and the Employees will use alternate safe access to such working areas while the usual access is being rectified.
- 19.1.6 Should a dispute arise over a safety issue, immediate inspection of the disputed area involving both the Employer and the site Safety Representative and/or Safety Committee shall take place.
- 19.1.7 If there is more than one area thought to be unsafe, the Safety Committee and the Employer will nominate in order or priority the areas to be inspected. On verification that rectification has been completed, productive work will resume. Such resumption shall take place if necessary in stages as each area has been cleared.
- 19.1.8 Provided that any disagreements between the Employer and the site Health and Safety Representative(s) and/or Safety Committee which remain unresolved shall be determined by the recommendation of an inspector from the relevant State work health and safety regulator (such as Safework NSW), and provided the recommendation is consistent with the Code for the Tendering and Performance of Building Work 2016, as applicable.
- 19.1.9 The Employer shall ensure all Employees complete a Work Health and Safety Induction Course accredited by the relevant State work health and safety regulator.

20 OTHER PROVISIONS

20.1 COUNSELLING SERVICES

The Employer encourages employees to access the services of an independent counselling organization, Hunterlink, to provide assistance to employees where personal, financial or health related problems affect the employee or his or her immediate family. The service is free and confidential and where the parties identify an employee who may benefit from such a service, it is agreed that they will encourage the employee to take advantage of it, provided it is at no cost to the Employer in respect to time lost working, flights, accommodation etc. to access the service.

21 NO EXTRA CLAIMS

- 21.1.1 The Parties acknowledge and agree that this Agreement covers the field, and is in full and final settlement of all matters; claims and demands however described whether or not any matter, claim or demand is specifically addressed within this Agreement.
- 21.1.2 Subject to the rights of the parties pursuant to Part 2-4, Division 7 of the *Fair Work Act 2009*, it is a term of this Agreement that the Company, Employees and the Union signatory to this Agreement will not pursue any further claims during its period of operation in regard to any matters contained within this Agreement.

PART B – PROVISIONS APPLYING TO PORT AND HARBOUR WORK

22 HOURS OF WORK & RELATED MATTERS

22.1 ORDINARY HOURS OF WORK

22.1.1 The ordinary hours of work:

22.1.1.1 shall be an average of thirty-eight (38) hours per week;

22.1.1.2 may be worked between 6am and 6pm, Monday to Friday inclusive;

22.1.1.3 shall consist of up to eight hours of work per day.

22.1.2 The Employer will determine the actual method of working ordinary hours.

22.1.3 Ordinary hours of work shall be consecutive except for an unpaid meal breaks, which shall not exceed one hour.

22.2 MINIMUM WAGES

22.2.1 An Employee shall receive the wages prescribed by Schedule 1 for the performance of the Employee's ordinary hours of work. For casual employees, the prescribed hourly rate of pay is inclusive of a casual loading of 20%.

22.3 OVERTIME

22.3.1 All work outside of an employee's ordinary hours shall be overtime.

22.3.2 Overtime shall be payable as follows on an employee's ordinary hourly rate of pay:

22.3.2.1 Monday to Friday:

a) First two (2) hours – 150%

b) Thereafter – 200%

22.3.2.2 Saturday: first two (2) hours - 150%, thereafter 200%

22.3.2.3 Sunday: 200%

22.3.2.4 Public Holiday: 250%

22.3.3 All overtime hourly rates of pay prescribed by the applicable Schedule, have been calculated in accordance with clause 22.3.2.

22.3.4 Where an Employee is recalled to the employer's premises for the purposes of performing further overtime, having earlier left the premises at the end of their day or shift, the employee shall be paid a minimum of four (4) hours at the prevailing overtime rate.

PART C – PROVISIONS APPLYING TO OTHER WORK

23 HOURS OF WORK & RELATED MATTERS

23.1 HOURS OF WORK

23.1.1 The ordinary hours of work:

23.1.1.1 For the purposes of the NES, shall be an average of thirty-eight (38) hours per week over a work cycle of up to fifty-two weeks;

23.1.1.2 may be worked between 6am and 6pm, Monday to Sunday inclusive;

23.1.1.3 shall consist of up to twelve hours of work per day.

23.1.2 The Employer will determine the actual method of working hours.

23.2 MINIMUM WAGES

23.2.1 An Employee shall receive the wages prescribed by Schedule 2 for the performance of the Employee's hours of work. For casual employees, the prescribed hourly rate of pay is inclusive of a casual loading of 20%.

23.2.2 The wages prescribed by Schedule 2 are payable from the time the vessel leaves the wharf to proceed outside, or from the time the vessel commences bed levelling and take account of and compensate for all work performed (including overtime that would have been payable pursuant to the Award).

23.2.3 The prescribed "Per Day Rate" in Schedule 2 allows for and compensates for all hours of work performed within a Day, whilst engaged in work under Part C. The "Per Day Rate" shall be paid on occasions when the work being performed requires 1 or more Days to perform such work (including parts Days of at least 12 hours duty).

23.2.4 The prescribed "Block Rate" rate in Schedule 2 is payable when work under this Part of the Agreement extends beyond a Day (24 hours period) for less than 12 hours. In those circumstances, the "Block Rate" shall be payable for each four (4) hour portion of work performed in a Day (or part thereof).

24 WORKING AWAY

24.1 WORKING AWAY

24.1.1 This clause applies all employees who are required to work at a place away from their normal place of work and cannot reasonably return to their usual place of residence at the conclusion of any day or shift, thereby requiring the Employee to sleep at a place other than their usual place of residence.

24.2 BOARD AND LODGING ON WHILST WORKING AWAY

24.2.1 The Employer agrees at its discretion to either:

24.2.1.1 provide reasonable meals, board and lodging to the Employee whilst they are performing such work, including the provision of:

- a) proper meals and accommodation;
- b) eating utensils, bedding and soap
- c) bed linen and cleans towels (whilst at sea, if applicable)
- d) tea and coffee making equipment and supplies; or

24.2.1.2 in the alternative, pay for the actual employee costs incurred in purchasing reasonable board and lodging, to a maximum limit prescribed by clause 24.3 – VICTUALLING.

24.2.2 The provisions of clause 24.2.1.1 shall apply when employees can be accommodated on the relevant vessel. Reasonable meals shall be an Employer provided budget of \$45.00 per day/per person to purchase proper meals and/or ingredients on the employers account. This amount shall be increased each year at the time stated by clause 5.2.1 and by the same percentage increase.

24.3 VICTUALLING

24.3.1 Accommodated Shore & Meals Ashore

24.3.1.1 Where an employee is required by the employer to take a meal ashore and/or be accommodated ashore at a port other than the agreed Home Port and is not otherwise in receipt of meals, board and lodging under clause 24.2.1.1, the employee will be entitled to receive an allowance of \$79.47/day.

24.3.1.2 An employee who is required by the employer to take a meal ashore and/or be accommodated ashore in their Home Port, will not be entitled to the allowance prescribed above unless their usual place of residence is not situated within a reasonable distance of their Home Port and they produce evidence to the satisfaction of the employer that the expense was reasonably incurred.

24.3.1.3 Notwithstanding the above, this allowance shall not apply where the employer provides meals and/or accommodation.

24.4 CONFIRMATION OF HOME PORT

24.4.1 The Employee shall be required to provide a statement to the Employer, in writing, confirming/stating the Employee's:

24.4.1.1 Home Port;

24.4.1.2 Usual place of residence;

24.4.1.3 Current place of residence at the time the employee is to be initially engaged;

24.4.1.4 Whether the Employee will be relocating their place of residence for the purposes of employment with the Employer; and

24.4.1.5 Any other information deemed necessary by the Employer for the purposes of the application of this Agreement to the Employee's engagement.

24.4.2 For the purposes of this clause, documentary proof of address (such as long service leave registration

card or driver's license) may, at the Employer's sole discretion, be accepted by the Employer as proof of the Employee's usual place of residence in lieu of the statement in writing referred to above.

24.4.3 The employee shall inform the Employer in writing of any subsequent change in the information provided above. In the absence of providing the required information, the Employee's Home Port and usual place of residence shall be deemed to be Sydney, NSW.

25 SEAGOING TRIPS GREATER THAN 72 HOURS

Where an employee performs work under this Part of the Agreement and is away on a seagoing trip performing such work for 72 hours or more, upon the employee returning to their Home Port, the following day will be rostered as an unpaid day off unless by agreement.

PART D – PROVISIONS APPLYING TO PROJECT WORK

26 HOURS OF WORK AND RELATED MATTERS

26.1 HOURS OF WORK

- 26.1.1 Employees covered by this agreement accept that the work they perform at a specific facility or on a specific project is to meet the specific requirements of the site, project or undertaking in addition to, the requirements of the vessel, its operation and in all prevailing weather events. Accordingly, it is critical that hours of work can be scheduled in ways that meet the needs of the client's site, project or undertaking.
- 26.1.2 An Employee's hours of work shall consist of:
- 26.1.2.1 Up to 38 hours per week (including periods of leave where a Swing Cycle is in operation); and,
 - 26.1.2.2 Reasonable additional hours, being those hours deemed necessary for the employee to work having regard to the operational requirements of the occupation, the Employer's requirements, the nature and level of responsibility of the role, the nature of any project, site or vessel on which the employee is engaged from time to time and other matters deemed reasonable considerations under the operation of the *Fair Work Act 2009*.
- 26.1.3 The normal working day arrangements can vary to suit the operational needs of the industry. Work under this Part D is variable and without limitation, may consist of:
- 26.1.3.1 work performed within and/or in excess/outside of the span of ordinary hours prescribed by 26.2;
 - 26.1.3.2 shift pattern arrangements consisting of a number of hours per day, over an amount of days per week and if necessary, for a required cycle of weeks, followed by or including one or more periods of leave (**Swing Cycle**);
 - 26.1.3.3 any variation of the arrangements contemplated by this clause.
- 26.1.4 Where a Swing Cycle is contemplated and/or in operation, the Swing Cycle arrangement may consist of or be substituted by any combination of shift/swing/leave parameters and working arrangements required from time to time (including not working Swing Cycles), having regard to the relevant vessels being used or the site/project/undertaking on which the Employer and the Employee is engaged to perform work.
- 26.1.5 An employee will be required to carry out all duties which are within the employee's skills, certification, competence, training and applicable legislation. All employees will work in a co-operative manner to ensure the safe and efficient operation of the vessel.
- 26.1.6 Consistent with and subject to whether the provisions of STCW as enacted by marine orders (and any exemption to those Marine Orders) are applicable, an employee shall have a minimum rest period of 10 hours per day (77 hours in any seven days); the period may be split into two periods, one of which shall not be less than 6 hours unless an employee is required to perform work for watch keeping purposes; drills or in the case of an emergency. If the 10-hour break is to result in an employee not being available to commence work at their usual start time on the next shift, the employee is to immediately advise the Employer and site supervisor of his/her delayed start time.

26.1.7 In the event an employee is working on a Swing Cycle and is required to remain on duty after completion of their rostered shift (on request by the employer), the maximum extension of the shift shall be up to 2 hours.

26.2 ORDINARY HOURS OF WORK

26.2.1 The ordinary hours of work:

26.2.1.1 Shall be an average of thirty-eight (38) hours per week over a work cycle of up to fifty-two weeks;

26.2.1.2 May be worked on any or all of the days of the week (Monday to Sunday inclusive);

26.2.1.3 Shall consist of up to eight hours of work per day.

26.2.2 The Employer will determine the actual method of working ordinary hours.

26.2.3 Where the Employer wishes to alter the working hours after the commencement of work on a Project or Site (in respect to any vessel), it may do so by agreement with the majority of employees affected by the change to the hours in such circumstances.

26.2.4 Ordinary hours of work shall be consecutive except for an unpaid meal breaks, which shall not exceed one hour.

26.3 MINIMUM WAGES

26.3.1 An Employee shall receive the wages prescribed by Schedule 3 for the performance of the Employee's ordinary hours of work.

26.3.2 Employees working under this Part of the Agreement shall have a minimum engagement period of 12 hours for work performed Monday to Friday.

26.4 OVERTIME

26.4.1 All work outside of an employee's ordinary hours shall be overtime.

26.4.2 Overtime shall be payable as follows on an employee's ordinary hourly rate of pay:

26.4.2.1 Monday to Sunday :

a) First two (2) hours – 150%

b) Thereafter – 200%

26.4.2.2 Public Holiday: 250%

26.4.3 All overtime hourly rates of pay prescribed by the applicable Schedule, have been calculated in accordance with clause 26.4.2.

27 WORKING AWAY

27.1 WORKING AWAY

27.1.1 This clause applies all employees who are required to work at a place away from their normal place of work, within a port, harbour or other body of water in circumstances where employees are required to be accommodated ashore and/or on a vessel and cannot reasonably return to their usual place of residence at the conclusion of any day or shift.

27.2 TRAVELLING TO WORK AWAY

27.2.1 Where the employee is required to travel away from their Home Port consistent with clause 27.1.1, and the employee does not travel to that place by vessel, the employer:

27.2.1.1 will, at its expense, provide economy class travel (including flight, rail, bus or other, as applicable to the circumstances) to and from the nearest major transit stop to where the employee joins or leaves their vessel and the employee's agreed Home Port (within NSW); and,

27.2.1.2 in respect to the time spent travelling between the place where the employee will be working and the agreed Home Port of the employee (and vice versa) shall be paid up to a maximum of 8 hours on any one day, except in circumstances where travel is undertaken on a Sunday or Public Holiday (at the direction of the Employer), in which case it shall be payable at 150% of the employee's ordinary hourly rate, up to a maximum of 8 hours of travel.

27.2.2 Travel provided pursuant to 27.2.1 shall be available for the purposes of ensuring employees arrive on time to commence their work duties and depart within a reasonable period once they have completed their duties. The Employer will endeavour to obtain the most appropriate mode of transport to coincide with, as far as reasonably practicable, the start and finish of the Employee's work duties.

27.2.3 Where the employee is required to travel away from their normal place of work consistent with clause 27.2.1, and the employee travels to that place by vessel (and vice versa), the employee shall be paid up to a maximum of 8 hours on any one day for performing any relevant duties on board the vessel whilst travelling and clauses 27.2.1.1 and 27.2.1.2 shall not apply.

27.3 BOARD AND LODGING ON WHILST WORKING AWAY

27.3.1 The Employer agrees at its discretion to either:

27.3.1.1 provide reasonable meals, board and lodging to the Employee whilst they are performing such work, including the provision of:

- a) proper meals and accommodation;
- b) eating utensils, bedding and soap
- c) bed linen and cleans towels (whilst at sea, if applicable)
- d) tea and coffee making equipment and supplies; or

27.3.1.2 in the alternative, pay for the actual employee costs incurred in purchasing reasonable board and lodging, to a maximum limit prescribed by clause 27.4 - VICTUALLING.

27.3.2 The provisions of clause 27.3.1.1 shall apply when employees can be accommodated on the relevant vessel. Reasonable meals shall be an Employer provided budget of \$45.00 per day/per person to purchase proper meals and/or ingredients on the employers account. This amount shall be increased each year at the time stated by clause 5.2.1 and by the same percentage increase.

27.4 VICTUALLING

27.4.1 Accommodated Shore & Meals Ashore

Where an employee is required by the employer to take a meal ashore and/or be accommodated ashore at a port other than the agreed Home Port and is not otherwise in receipt of meals, board and lodging under clause 27.2.1.1, the employee will be entitled to receive an allowance of \$79.47/day.

27.4.1.1 An employee who is required by the employer to take a meal ashore and/or be accommodated ashore in their Home Port, will not be entitled to the allowance prescribed above unless their usual place of residence is not situated within a reasonable distance of their Home Port and they produce evidence to the satisfaction of the employer that the expense was reasonably incurred

27.4.1.2 Notwithstanding the above, this allowance shall not apply where the employer provides meals and/or accommodation.

27.5 CONFIRMATION OF HOME PORT

27.5.1 The Employee shall be required to provide a statement to the Employer, in writing, confirming/stating the Employee's:

27.5.1.1 Home Port;

27.5.1.2 Usual place of residence;

27.5.1.3 Current place of residence at the time the employee is to be initially engaged;

27.5.1.4 Whether the Employee will be relocating their place of residence for the purposes of employment with the Employer; and

27.5.1.5 Any other information deemed necessary by the Employer for the purposes of the application of this Agreement to the Employee's engagement.

27.5.2 For the purposes of this clause, documentary proof of address (such as long service leave registration card or driver's license) may, at the Employer's sole discretion, be accepted by the Employer as proof of the Employee's usual place of residence in lieu of the statement in writing referred to above.

27.5.3 The employee shall inform the Employer in writing of any subsequent change in the information provided above. In the absence of providing the required information, the Employee's Home Port and usual place of residence shall be deemed to be Sydney, NSW.

28 LEAVE

28.1.1 This clause only applies in circumstances where the employee is working as part of a Swing Cycle (see clause 26.1.3)

- 28.1.2 Employees shall be entitled to Leave in accordance with swing arrangement agreed pursuant to 26.1.3, resulting in a work to leave ratio of at least 1:1. In such circumstances, clause 7.1 shall be operative.
- 28.1.3 Leave accrues in circumstances where the employee is performing work for the employer including travelling to and from a vessel during a swing (not including travel to commence a swing or upon completion of a swing), or as otherwise directed by the employer. Leave does not accrue in relation to the following:
- 28.1.3.1 a day when an employee is on leave (of any kind);
 - 28.1.3.2 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;
 - 28.1.3.3 any day on which the employee is undertaking an approved course of study or training ashore;
 - 28.1.3.4 when an employee's engagement is less than one day;
 - 28.1.3.5 a day when an employee accepts shore-based secondment; or
 - 28.1.3.6 days of joining or leaving a vessel; and
 - 28.1.3.7 days of travel to and from a vessel or required place of work despite that work is performed on any such day.
- 28.1.4 Any leave accrued and not taken at the time of an employee's termination, will be paid upon termination at the employee's ordinary rate prevailing at the time of termination.

28.2 CALCULATION OF LEAVE

- 28.2.1 The leave entitlement in clause 28.1.2 gives effect to and duly compensates an employee for:
- 28.2.1.1 leave with pay for weekends and public holidays worked;
 - 28.2.1.2 annual leave with pay of five weeks per year;
 - 28.2.1.3 personal/carer's leave;
 - 28.2.1.4 compassionate leave; and
 - 28.2.1.5 a 35 hour working week.
- 28.2.2 Given the operation of 28.2.1, whatsoever an Employee is working on a Swing Cycle, all forms of leave which are compensated for by the work to leave ratio, shall not additionally accrue, so as to avoid a double entitlement to such leave. Where an Employee stops working on a Swing Cycle, the forms of leave usually available to that type of employee shall again commence accruing in accordance with the relevant entitlement.

28.3 TAKING OF LEAVE

- 28.3.1 The taking of leave will, as far as practicable, be correlated with the running of the vessel on which the employee is engaged. The period of leave granted will approximate as closely as possible both to the actual amount of leave due to the employee and to the date and time when the employee can most conveniently return to duty.

28.4 LEAVE IN ADVANCE: EMPLOYER DIRECTION

28.4.1 Where an employee's leave has expired or not yet accrued, an employer may require an employee to take up to 14 days of leave in advance.

28.4.2 The giving and taking of leave will be arranged having regard to:

28.4.2.1 avoidance of delays to a vessel's schedule, the voyaging pattern of the employee's regular vessel and exigencies of the employer's service;

28.4.2.2 the need to correct imbalances in leave and duty periods;

28.4.2.3 the employee's Home Port;

28.4.2.4 the need to reduce costs of travel.

29 ENDORSEMENT OF AGREEMENT

The signatories below accept the terms of the Agreement:

SIGNED FOR AND ON BEHALF OF)
THE EMPLOYEES OF)
THE TRUSTEE FOR)
THE POLARIS MARINE TRUST NO. 1)

DocuSigned by:

8ED494656G2E46E.....


(Signature)
Patrick Charlton

(Print name)
135 cardigan st stanmore

.....
(Address)

Authority to sign: I have authority to sign this agreement on the basis that I am a bargaining representative and I am covered by the Agreement or, I am;

.....
.....
.....

DocuSigned by:

CAABB025270649F.....

(Signature)
Jack Silburn

(Print name)
45 Hall Avenue Collaroy Plateau
.2097.....

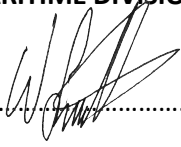
.....
(Address)

Authority to sign: I have authority to sign this agreement on the basis that I am a bargaining representative and I am covered by the Agreement or, I am;

.....
.....
.....

**SIGNED FOR AND ON BEHALF OF
THE CFMMEU (MARITIME DIVISION):**

)
)



.....
(Signature)

.....
(Signature)

Warren Smith

.....
(Print name)

.....
(Print name)

365-375 Sussex Street

.....
Sydney NSW 2000

.....
(Address)

.....
(Address)

Authority to sign: I have authority to sign this agreement on the basis that I am a bargaining representative and I am covered by the Agreement or, I am;

Authority to sign: I have authority to sign this agreement on the basis that I am a bargaining representative and I am covered by the Agreement or, I am;

Deputy National Secretary


.....
Maritime Union of Australia

.....
Division of the Construction Forestry and Maritime

.....
Employees Union

16/01/2024

SIGNED FOR AND ON BEHALF OF)
THE TRUSTEE FOR)
THE POLARIS MARINE TRUST NO. 1)

DocuSigned by:

.....8BD9C5335ABD441.....
(Signature)


Steve Kennedy
.....
(Print name)

Gate 2 James Craig Rd, Rozelle
Sydney, NSW 2039.....
.....
(Address)

Authority to sign: I have authority to
sign this agreement on the basis that
I am:

General Manager
.....
.....
.....

In the Presence of:

DocuSigned by:

.....C68D1D877E424D4.....
(Signature)

Brad Hosemans
.....
(Print name)

30 SCHEDULE 1 (PART B – PORT & HARBOUR WORK) – CLASSIFICATION STRUCTURE & WAGE RATES

30.1 Classification Structure - Full Time, Part Time & Casual Employees

Master 4

means an employee who holds a qualification as a Master Class 4, enabling the employee to command a marine commercial vessel up to 45 metres in length, operating in the Exclusive Economic Zone (EEZ), or a vessel up to 45 metres in length in inshore waters or to act as Chief mate or deck watchkeeper on vessels up to 100 metres long within the EEZ and as otherwise determined by the employees qualification restrictions.

Master 5

means an employee who holds a qualification as a Master Class 5, enabling the employee to command a marine vessel up to 24 metres in length, operating in the EEZ or to act as Chief mate or deck watchkeeper on vessels up to 45 metres long within the EEZ or up to 100 metres long in inshore waters and as otherwise determined by the employees qualification restrictions.

Coxswain

means an employee who holds a qualification as a Coxswain Grade 1 Near Coastal or higher

GPH

means an employee who holds a qualification as a General Purpose Hand or higher, or holds equivalent experience.

30.2 Wage Tables

The following wage rate tables have been drafted to account for:

- [1.] casual employee wages (inclusive of a 20% casual loading); and,
- [2.] two (2) full time and part time employee options, based off the table below, being:
 - a. a prescribed wage that is ordinarily paid to an employee where an employee does not have, use, require or otherwise possess qualifications or tickets relevant to their employment; and
 - b. a prescribed wage amount (as prescribed by the table headed “*With ALL required tickets & two (2) ADDITIONAL Tickets*”) containing an increased wage amount that is to be paid where an employee meets the following qualifications grading table for their eligible classification and demonstrates such to the Employer.

FULL TIME & PART TIME EMPLOYEES’ QUALIFICATIONS GRADING
All employees receive an increased hourly rate by having all the Required qualifications and two Additional qualifications:
REQUIRED (All required) AMSA qualification applicable to position White Card Crane operator & Dogman (Coxswain & GPH only) Forklift Local Knowledge (Master only) 2 years experience in the tug and barge industry
ADDITIONAL (2 required only)
Confined space Working at Heights Manual handling Forklift First Aid
The additional payment shall only be payable in respect to all hours of work.

SCHEDULE 1 (PART B – PORT & HARBOUR WORK) – WAGE RATES

From the first pay period on or after commencement of Agreement

With ALL required tickets & two (2) ADDITIONAL Tickets						
Full time & Part time	Ordinary Hours Mon- Friday	Afternoon/ Night Shift	Permanent Night Shift	OT Mon-Fri (1st 2 hours) & Saturday	OT Mon-Fri (After 2 hours) & Sunday	Public Holidays
	Ord hourly rate	115%	130%	150%	200%	250%
Master 4	\$51.36	\$59.06	\$66.77	\$77.04	\$102.72	\$128.40
Master 5	\$49.15	\$56.52	\$63.90	\$73.73	\$98.30	\$122.88
Coxswain	\$47.28	\$54.37	\$61.46	\$70.92	\$94.56	\$118.20
GPH	\$44.85	\$51.58	\$58.31	\$67.28	\$89.70	\$112.13

without tickets						
Full time & Part time	Ordinary Hours Mon- Sun	Afternoon/ Night Shift	Permanent Night Shift	OT Mon-Fri (1st 2 hours) & Saturday	OT Mon-Fri (After 2 hours) & Sunday	Public Holidays
	Ord hourly rate	115%	130%	150%	200%	250%
Master 4	\$49.15	\$56.52	\$63.90	\$73.73	\$98.30	\$122.88
Master 5	\$47.28	\$54.37	\$61.46	\$70.92	\$94.56	\$118.20
Coxswain	\$44.85	\$51.58	\$58.31	\$67.28	\$89.70	\$112.13
GPH	\$41.66	\$47.91	\$54.16	\$62.49	\$83.32	\$104.15

All Casual Employees							
Casual	F/T (100% Rate)	Ordinary Hours Mon- Sun	Afternoon/ Night Shift	Permanent Night Shift	OT Mon-Fri (1st 2 hours) & Saturday	OT Mon-Fri (After 2 hours) & Sunday	Public Holidays
	100%	120%	135%	150%	170%	220%	270%
Master 4	\$49.15	\$58.98	\$66.35	\$73.73	\$83.56	\$108.13	\$132.71
Master 5	\$47.28	\$56.74	\$63.83	\$70.92	\$80.38	\$104.02	\$127.66
Coxswain	\$44.85	\$53.82	\$60.55	\$67.28	\$76.25	\$98.67	\$121.10
GPH	\$41.66	\$49.99	\$56.24	\$62.49	\$70.82	\$91.65	\$112.48

From the first pay period on or after 1 September 2024

(rates are inclusive of a minimum 3.5% increase)

With ALL required tickets & two (2) ADDITIONAL Tickets						
Full time & Part time	Ordinary Hours Mon-Friday	Afternoon/Night Shift	Permanent Night Shift	OT Mon-Fri (1st 2 hours) & Saturday	OT Mon-Fri (After 2 hours) & Sunday	Public Holidays
	Ord hourly rate	115%	130%	150%	200%	250%
Master 4	\$53.16	\$61.13	\$69.10	\$79.74	\$106.32	\$132.89
Master 5	\$50.87	\$58.50	\$66.13	\$76.31	\$101.74	\$127.18
Coxswain	\$48.93	\$56.28	\$63.62	\$73.40	\$97.87	\$122.34
GPH	\$46.42	\$53.38	\$60.35	\$69.63	\$92.84	\$116.05

without tickets						
Full time & Part time	Ordinary Hours Mon- Sun	Afternoon/Night Shift	Permanent Night Shift	OT Mon-Fri (1st 2 hours) & Saturday	OT Mon-Fri (After 2 hours) & Sunday	Public Holidays
	Ord hourly rate	115%	130%	150%	200%	250%
Master 4	\$50.87	\$58.50	\$66.13	\$76.31	\$101.74	\$127.18
Master 5	\$48.93	\$56.28	\$63.62	\$73.40	\$97.87	\$122.34
Coxswain	\$46.42	\$53.38	\$60.35	\$69.63	\$92.84	\$116.05
GPH	\$43.12	\$49.59	\$56.05	\$64.68	\$86.24	\$107.80

All Casual Employees							
Casual	F/T (100% Rate)	Ordinary Hours Mon- Sun	Afternoon/Night Shift	Permanent Night Shift	OT Mon-Fri (1st 3 hours) & Saturday	OT Mon-Fri (After 3 hours) & Sunday	Public Holidays
	100%	120%	135%	150%	170%	220%	270%
Master 4	\$50.87	\$61.04	\$68.67	\$76.31	\$86.48	\$111.91	\$137.35
Master 5	\$48.93	\$58.72	\$66.06	\$73.40	\$83.19	\$107.66	\$132.12
Coxswain	\$46.42	\$55.70	\$62.67	\$69.63	\$78.91	\$102.12	\$125.33
GPH	\$43.12	\$51.74	\$58.21	\$64.68	\$73.30	\$94.86	\$116.42

From the first pay period on or after 1 September 2025

(rates are inclusive of a minimum 3.5% increase)

With ALL required tickets & two (2) ADDITIONAL Tickets						
Full time & Part time	Ordinary Hours Mon- Friday	Afternoon/ Night Shift	Permanent Night Shift	OT Mon-Fri (1st 2 hours) & Saturday	OT Mon-Fri (After 2 hours) & Sunday	Public Holidays
	Ord hourly rate	115%	130%	150%	200%	250%
Master 4	\$55.02	\$63.27	\$71.52	\$82.53	\$110.04	\$137.55
Master 5	\$52.65	\$60.55	\$68.45	\$78.98	\$105.30	\$131.63
Coxswain	\$50.65	\$58.24	\$65.84	\$75.97	\$101.30	\$126.62
GPH	\$48.04	\$55.25	\$62.46	\$72.07	\$96.09	\$120.11

without tickets						
Full time & Part time	Ordinary Hours Mon- Sun	Afternoon/ Night Shift	Permanent Night Shift	OT Mon-Fri (1st 2 hours) & Saturday	OT Mon-Fri (After 2 hours) & Sunday	Public Holidays
	Ord hourly rate	115%	130%	150%	200%	250%
Master 4	\$52.65	\$60.55	\$68.45	\$78.98	\$105.30	\$131.63
Master 5	\$50.65	\$58.24	\$65.84	\$75.97	\$101.30	\$126.62
Coxswain	\$48.04	\$55.25	\$62.46	\$72.07	\$96.09	\$120.11
GPH	\$44.63	\$51.32	\$58.02	\$66.94	\$89.25	\$111.57

All Casual Employees							
Casual	F/T (100% Rate)	Ordinary Hours Mon- Sun	Afternoon/ Night Shift	Permanent Night Shift	OT Mon-Fri (1st 3 hours) & Saturday	OT Mon-Fri (After 3 hours) & Sunday	Public Holidays
	100%	120%	135%	150%	170%	220%	270%
Master 4	\$52.65	\$63.18	\$71.08	\$78.98	\$89.51	\$115.83	\$142.16
Master 5	\$50.65	\$60.78	\$68.37	\$75.97	\$86.10	\$111.42	\$136.75
Coxswain	\$48.04	\$57.65	\$64.86	\$72.07	\$81.68	\$105.70	\$129.72
GPH	\$44.63	\$53.55	\$60.25	\$66.94	\$75.87	\$98.18	\$120.49

From the first pay period on or after 1 September 2026

(rates are inclusive of a minimum 3.5% increase)

With ALL required tickets & two (2) ADDITIONAL Tickets						
Full time & Part time	Ordinary Hours Mon- Friday	Afternoon/ Night Shift	Permanent Night Shift	OT Mon-Fri (1st 2 hours) & Saturday	OT Mon-Fri (After 2 hours) & Sunday	Public Holidays
	Ord hourly rate	115%	130%	150%	200%	250%
Master 4	\$56.94	\$65.49	\$74.03	\$85.42	\$113.89	\$142.36
Master 5	\$54.49	\$62.67	\$70.84	\$81.74	\$108.99	\$136.23
Coxswain	\$52.42	\$60.28	\$68.15	\$78.63	\$104.84	\$131.05
GPH	\$49.73	\$57.18	\$64.64	\$74.59	\$99.45	\$124.31

without tickets						
Full time & Part time	Ordinary Hours Mon- Sun	Afternoon/ Night Shift	Permanent Night Shift	OT Mon-Fri (1st 2 hours) & Saturday	OT Mon-Fri (After 2 hours) & Sunday	Public Holidays
	Ord hourly rate	115%	130%	150%	200%	250%
Master 4	\$54.49	\$62.67	\$70.84	\$81.74	\$108.99	\$136.23
Master 5	\$52.42	\$60.28	\$68.15	\$78.63	\$104.84	\$131.05
Coxswain	\$49.73	\$57.18	\$64.64	\$74.59	\$99.45	\$124.31
GPH	\$46.19	\$53.12	\$60.05	\$69.28	\$92.38	\$115.47

All Casual Employees							
Casual	F/T (100% Rate)	Ordinary Hours Mon- Sun	Afternoon/ Night Shift	Permanent Night Shift	OT Mon-Fri (1st 3 hours) & Saturday	OT Mon-Fri (After 3 hours) & Sunday	Public Holidays
	100%	120%	135%	150%	170%	220%	270%
Master 4	\$54.49	\$65.39	\$73.57	\$81.74	\$92.64	\$119.89	\$147.13
Master 5	\$52.42	\$62.90	\$70.77	\$78.63	\$89.11	\$115.32	\$141.53
Coxswain	\$49.73	\$59.67	\$67.13	\$74.59	\$84.53	\$109.40	\$134.26
GPH	\$46.19	\$55.43	\$62.36	\$69.28	\$78.52	\$101.62	\$124.71

31 SCHEDULE 2 (PART C – OTHER WORK) – CLASSIFICATION STRUCTURE & WAGE RATES

31.1 Classification Structure - Full Time and Part Time & Casual Employees

Master

means an employee who holds a qualification as a Master Class 5 or higher.

Mate

Means an employee who is appointed to act in the position, being one position below that of a Master (holding the relevant ticket/qualifications) and is able to act as watchkeeper / deck officer on vessels.

Engineer

means an employee who holds a qualification as a Marine Engine Driver (MED) or class Engineer for the type of vessel being operated.

GPH

means an employee who holds a qualification as a General Purpose Hand or higher, or holds equivalent experience.

When performing work pursuant to this Part, an employee's classification will that deemed to be the classification required by the Employer (and appointed by the employer to the classification) for the work being performed at the time, regardless of the employee's qualification/ticket levels that may otherwise have entitled the employee to operate or perform work in a higher position or role.

SCHEDULE 2 (PART C – OTHER WORK) – WAGE RATES

From the first pay period on or after commencement of Agreement

All employees	Per Day Rate (up to 24 hours)	Block Rate (4 hour blocks)
		6
Master	\$910.00	\$151.67
Engineer	\$910.00	\$151.67
Mate	\$740.00	\$123.33
GPH	\$650.00	\$108.33

From the first pay period on or after 1 September 2024

(rates are inclusive of a minimum 3.5% increase)

All employees	Per Day Rate (up to 24 hours)	Block Rate (4 hour blocks)
		6
Master	\$941.85	\$156.98
Engineer	\$941.85	\$156.98
Mate	\$765.90	\$127.65
GPH	\$672.75	\$112.13

From the first pay period on or after 1 September 2025

(rates are inclusive of a minimum 3.5% increase)

All employees	Per Day Rate (up to 24 hours)	Block Rate (4 hour blocks)
		6
Master	\$974.81	\$162.47
Engineer	\$974.81	\$162.47
Mate	\$792.71	\$132.12
GPH	\$696.30	\$116.05

From the first pay period on or after 1 September 2026

(rates are inclusive of a minimum 3.5% increase)

All employees	Per Day Rate (up to 24 hours)	Block Rate (4 hour blocks)
		6
Master	\$1,008.93	\$168.16
Engineer	\$1,008.93	\$168.16
Mate	\$820.45	\$136.74
GPH	\$720.67	\$120.11

32 SCHEDULE 3 (PART D – PROJECT WORK) – CLASSIFICATION STRUCTURE & WAGE RATES

32.1 Classification Structure - Full Time and Part Time Employee & Casual Employees

Master 4

means an employee who holds a qualification as a Master Class 4, enabling the employee to command a marine commercial vessel up to 45 metres in length, operating in the Exclusive Economic Zone (EEZ), or a vessel up to 45 metres in length in inshore waters or to act as Chief mate or deck watchkeeper on vessels up to 100 metres long within the EEZ and as otherwise determined by the employees qualification restrictions.

Master 5

means an employee who holds a qualification as a Master Class 5, enabling the employee to command a marine vessel up to 24 metres in length, operating in the EEZ or to act as Chief mate or deck watchkeeper on vessels up to 45 metres long within the EEZ or up to 100 metres long in inshore waters and as otherwise determined by the employees qualification restrictions.

Coxswain

means an employee who holds a qualification as a Coxswain Grade 1 Near Coastal or higher

GPH

means an employee who holds a qualification as a General Purpose Hand or higher, or holds equivalent experience.

SCHEDULE 3 (PART D – PROJECT WORK) –WAGE RATES

From the first pay period on or after commencement of Agreement

With ALL required tickets & two (2) ADDITIONAL Tickets						
Full time & Part time	Ordinary Hours Mon- Friday	Afternoon/ Night Shift	Permanent Night Shift	OT Mon-Fri (1st 2 hours) & Saturday	OT Mon-Fri (After 2 hours) & Sunday	Public Holidays
	Ord hourly rate	115%	130%	150%	200%	250%
Master 4	\$51.36	\$59.06	\$66.77	\$77.04	\$102.72	\$128.40
Master 5	\$49.15	\$56.52	\$63.90	\$73.73	\$98.30	\$122.88
Coxswain	\$47.28	\$54.37	\$61.46	\$70.92	\$94.56	\$118.20
GPH	\$44.85	\$51.58	\$58.31	\$67.28	\$89.70	\$112.13

without tickets						
Full time & Part time	Ordinary Hours Mon- Sun	Afternoon/ Night Shift	Permanent Night Shift	OT Mon-Fri (1st 2 hours) & Saturday	OT Mon-Fri (After 2 hours) & Sunday	Public Holidays
	Ord hourly rate	115%	130%	150%	200%	250%
Master 4	\$49.15	\$56.52	\$63.90	\$73.73	\$98.30	\$122.88
Master 5	\$47.28	\$54.37	\$61.46	\$70.92	\$94.56	\$118.20
Coxswain	\$44.85	\$51.58	\$58.31	\$67.28	\$89.70	\$112.13
GPH	\$41.66	\$47.91	\$54.16	\$62.49	\$83.32	\$104.15

All Casual Employees							
Casual	F/T (100% Rate)	Ordinary Hours Mon- Sun	Afternoon/ Night Shift	Permanent Night Shift	OT Mon-Fri (1st 2 hours) & Saturday	OT Mon-Fri (After 2 hours) & Sunday	Public Holidays
	100%	120%	135%	150%	170%	220%	270%
Master 4	\$49.15	\$58.98	\$66.35	\$73.73	\$83.56	\$108.13	\$132.71
Master 5	\$47.28	\$56.74	\$63.83	\$70.92	\$80.38	\$104.02	\$127.66
Coxswain	\$44.85	\$53.82	\$60.55	\$67.28	\$76.25	\$98.67	\$121.10
GPH	\$41.66	\$49.99	\$56.24	\$62.49	\$70.82	\$91.65	\$112.48

From the first pay period on or after 1 September 2024

(rates are inclusive of a minimum 3.5% increase)

With ALL required tickets & two (2) ADDITIONAL Tickets						
Full time & Part time	Ordinary Hours Mon-Friday	Afternoon/Night Shift	Permanent Night Shift	OT Mon-Fri (1st 2 hours) & Saturday	OT Mon-Fri (After 2 hours) & Sunday	Public Holidays
	Ord hourly rate	115%	130%	150%	200%	250%
Master 4	\$53.16	\$61.13	\$69.10	\$79.74	\$106.32	\$132.89
Master 5	\$50.87	\$58.50	\$66.13	\$76.31	\$101.74	\$127.18
Coxswain	\$48.93	\$56.28	\$63.62	\$73.40	\$97.87	\$122.34
GPH	\$46.42	\$53.38	\$60.35	\$69.63	\$92.84	\$116.05

without tickets						
Full time & Part time	Ordinary Hours Mon- Sun	Afternoon/Night Shift	Permanent Night Shift	OT Mon-Fri (1st 2 hours) & Saturday	OT Mon-Fri (After 2 hours) & Sunday	Public Holidays
	Ord hourly rate	115%	130%	150%	200%	250%
Master 4	\$50.87	\$58.50	\$66.13	\$76.31	\$101.74	\$127.18
Master 5	\$48.93	\$56.28	\$63.62	\$73.40	\$97.87	\$122.34
Coxswain	\$46.42	\$53.38	\$60.35	\$69.63	\$92.84	\$116.05
GPH	\$43.12	\$49.59	\$56.05	\$64.68	\$86.24	\$107.80

All Casual Employees							
Casual	F/T (100% Rate)	Ordinary Hours Mon- Sun	Afternoon/Night Shift	Permanent Night Shift	OT Mon-Fri (1st 3 hours) & Saturday	OT Mon-Fri (After 3 hours) & Sunday	Public Holidays
	100%	120%	135%	150%	170%	220%	270%
Master 4	\$50.87	\$61.04	\$68.67	\$76.31	\$86.48	\$111.91	\$137.35
Master 5	\$48.93	\$58.72	\$66.06	\$73.40	\$83.19	\$107.66	\$132.12
Coxswain	\$46.42	\$55.70	\$62.67	\$69.63	\$78.91	\$102.12	\$125.33
GPH	\$43.12	\$51.74	\$58.21	\$64.68	\$73.30	\$94.86	\$116.42

From the first pay period on or after 1 September 2025

(rates are inclusive of a minimum 3.5% increase)

With ALL required tickets & two (2) ADDITIONAL Tickets						
Full time & Part time	Ordinary Hours Mon- Friday	Afternoon/ Night Shift	Permanent Night Shift	OT Mon-Fri (1st 2 hours) & Saturday	OT Mon-Fri (After 2 hours) & Sunday	Public Holidays
	Ord hourly rate	115%	130%	150%	200%	250%
Master 4	\$55.02	\$63.27	\$71.52	\$82.53	\$110.04	\$137.55
Master 5	\$52.65	\$60.55	\$68.45	\$78.98	\$105.30	\$131.63
Coxswain	\$50.65	\$58.24	\$65.84	\$75.97	\$101.30	\$126.62
GPH	\$48.04	\$55.25	\$62.46	\$72.07	\$96.09	\$120.11

without tickets						
Full time & Part time	Ordinary Hours Mon- Sun	Afternoon/ Night Shift	Permanent Night Shift	OT Mon-Fri (1st 2 hours) & Saturday	OT Mon-Fri (After 2 hours) & Sunday	Public Holidays
	Ord hourly rate	115%	130%	150%	200%	250%
Master 4	\$52.65	\$60.55	\$68.45	\$78.98	\$105.30	\$131.63
Master 5	\$50.65	\$58.24	\$65.84	\$75.97	\$101.30	\$126.62
Coxswain	\$48.04	\$55.25	\$62.46	\$72.07	\$96.09	\$120.11
GPH	\$44.63	\$51.32	\$58.02	\$66.94	\$89.25	\$111.57

All Casual Employees							
Casual	F/T (100% Rate)	Ordinary Hours Mon- Sun	Afternoon/ Night Shift	Permanent Night Shift	OT Mon-Fri (1st 3 hours) & Saturday	OT Mon-Fri (After 3 hours) & Sunday	Public Holidays
	100%	120%	135%	150%	170%	220%	270%
Master 4	\$52.65	\$63.18	\$71.08	\$78.98	\$89.51	\$115.83	\$142.16
Master 5	\$50.65	\$60.78	\$68.37	\$75.97	\$86.10	\$111.42	\$136.75
Coxswain	\$48.04	\$57.65	\$64.86	\$72.07	\$81.68	\$105.70	\$129.72
GPH	\$44.63	\$53.55	\$60.25	\$66.94	\$75.87	\$98.18	\$120.49

From the first pay period on or after 1 September 2026

(rates are inclusive of a minimum 3.5% increase)

With ALL required tickets & two (2) ADDITIONAL Tickets						
Full time & Part time	Ordinary Hours Mon- Friday	Afternoon/ Night Shift	Permanent Night Shift	OT Mon-Fri (1st 2 hours) & Saturday	OT Mon-Fri (After 2 hours) & Sunday	Public Holidays
	Ord hourly rate	115%	130%	150%	200%	250%
Master 4	\$56.94	\$65.49	\$74.03	\$85.42	\$113.89	\$142.36
Master 5	\$54.49	\$62.67	\$70.84	\$81.74	\$108.99	\$136.23
Coxswain	\$52.42	\$60.28	\$68.15	\$78.63	\$104.84	\$131.05
GPH	\$49.73	\$57.18	\$64.64	\$74.59	\$99.45	\$124.31

without tickets						
Full time & Part time	Ordinary Hours Mon- Sun	Afternoon/ Night Shift	Permanent Night Shift	OT Mon-Fri (1st 2 hours) & Saturday	OT Mon-Fri (After 2 hours) & Sunday	Public Holidays
	Ord hourly rate	115%	130%	150%	200%	250%
Master 4	\$54.49	\$62.67	\$70.84	\$81.74	\$108.99	\$136.23
Master 5	\$52.42	\$60.28	\$68.15	\$78.63	\$104.84	\$131.05
Coxswain	\$49.73	\$57.18	\$64.64	\$74.59	\$99.45	\$124.31
GPH	\$46.19	\$53.12	\$60.05	\$69.28	\$92.38	\$115.47

All Casual Employees							
Casual	F/T (100% Rate)	Ordinary Hours Mon- Sun	Afternoon/ Night Shift	Permanent Night Shift	OT Mon-Fri (1st 3 hours) & Saturday	OT Mon-Fri (After 3 hours) & Sunday	Public Holidays
	100%	120%	135%	150%	170%	220%	270%
Master 4	\$54.49	\$65.39	\$73.57	\$81.74	\$92.64	\$119.89	\$147.13
Master 5	\$52.42	\$62.90	\$70.77	\$78.63	\$89.11	\$115.32	\$141.53
Coxswain	\$49.73	\$59.67	\$67.13	\$74.59	\$84.53	\$109.40	\$134.26
GPH	\$46.19	\$55.43	\$62.36	\$69.28	\$78.52	\$101.62	\$124.71

SCHEDULE 4 – DEFINITIONS

In this Agreement, the following words have the meaning as defined below:

Term	Meaning
Act	the <i>Fair Work Act 2009</i> as amended.
Agreement	Polaris Marine and the MUA Division of the CFMMEU NSW Enterprise Agreement 2023
Award	<i>Ports, Harbours and Enclosed Water Vessels Award 2020</i>
Client/s	a client or customer of the Employer or a third party dealing with the employer and its business
Charge Hand	a person specifically appointed by the Employer to be a Charge Hand, responsible for the supervision and training of employees who the Charge Hand manages.
continuous shiftworker	an employee engaged to work Shiftwork in a system of consecutive shifts throughout the 24 hours of each of at least six consecutive days without interruption (except during breakdown or meal breaks or due to unavoidable causes beyond the control of the employer) and who is regularly rostered to work those shifts, including sundays and public holidays.
CPI	For the purpose of references to the Consumer Price Index (CPI) the applicable index figure is All Groups CPI for the weighted average of eight capital cities over the previous 12 months, measured at the previous September quarter as published by the Australian Bureau of Statistics.
Day	<ul style="list-style-type: none"> a) each of the twenty four hour periods, measured from one midnight to the next; or b) the 24 hour period from the time the employee commences work, when performing work under Part C of this Agreement.
Employee	an Employee of the Employer.
Employer	The Trustee for The Polaris Marine Trust No. 1. of Gate 1, James Craig Road, Rozelle, NSW 2039

Immediate Family	<p>(a) a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the person; or</p> <p>(b) a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the person.</p> <p>Where the meaning of any phrase used above is required, the definition shall be as prescribed by the Act (in the first instance), or where it is not defined by the Act, it shall have its ordinary meaning applied.</p>
Shiftwork	<p>a system of working whereby shiftworkers are employed on a shiftwork pattern of work where two or three or more shifts per day are worked over a period of 6 or 7 days per week including Sundays and public holidays, whereby the shifts rotate or alternate with a preceding or subsequent shift across the duration of the shiftwork period.</p>
Shiftworker	<p>an employee engaged as a shiftworker by the employer to perform Shiftwork, and includes a continuous shiftworker for the purposes of the NES</p>
NES	<p>National Employment Standards under the Act.</p>
Parties	<p>the persons described by clause 2.1</p>
Projects	<p>Work conducted under the terms stipulated in Schedule 3, and 'Part D – Provisions Applying to Project Work'</p>
Project Site / Site	<p>the physical location at which the Employer and its Employees are engaged on a Project/s or Site</p>
Union	<p>The Maritime Union of Australia, Sydney Branch (MUA), a division of the Construction, Forestry, Maritime, Mining and Energy Union (CFMMEU)</p>

33 CONSTRUCTION

33.1.1 Unless expressed to the contrary, in this document:

33.1.1.1 Words in the singular include the plural and vice versa;

33.1.1.2 If a word or phrase is defined its other grammatical forms have corresponding meanings;

33.1.1.3 “Includes” means includes without limitation;

33.1.1.4 A reference to:

- a) Any legislation includes subordinate legislation under it and includes that legislation and subordinate legislation as modified or replaced;
- b) “\$” or “dollars” is a reference to Australian currency;
- c) Writing includes any mode of representing or reproducing words in tangible and permanently visible form, and includes fax transmissions
- d) A gender or a gender neutral term or gender specific term includes each gender

33.1.2 Where time is to be calculated by reference to a day or event, that day or the day of that event is excluded.