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9 April 2015

Our Ref: NK:TM:1403007

Attention: Anastasia Kyriakidis
Associate to the President, Justice Ross

Fair Work Commission
11 Exhibition Street
MELBOURNE VIC 3000

By email: chambers.ross.j@fwc.gov.au; amod@fwc.gov.au

Dear Associate,

RE: AM 2014/223 – DREDGING INDUSTRY AWARD 2010

We refer to conference before His Honour on 30 March 2015.

In the conference we indicated that we would provide our comments in relation to matters raised by the FWO in their letter dated 2 March 2015. For ease of reference we adopt the item number in the Summary of Proposed Variations Table published by the Fair Work Commission on 27 March 2015.

ITEM	CLAUSE	SUMMARY OF ISSUE
1	14.3	Weekly aggregated wage Unclear what is meant by term "weekly aggregated wage" Use of term in clause 14.3 differs from clause 14.1 and 14.2 which both provide "minimum weekly rates" in respect of different categories of employees In the absence of a definition of "weekly aggregated wage" it may be unclear which entitlements have been "aggregated" (and as a result it may be unclear which, if any entitlements remain separately payable)

PRINCIPALS: • W G McNALLY Acc. Spec. (Employment & Industrial Law) • D. T. TRAINOR Acc.Spec. (Personal Injury.)
• R. F. BRENNAN • M. E. JALOUSSIS LLB, B.Com. (Industrial Relations),
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The source of clause 14.3 is clause 3 of Part C of the AP787991 - Maritime Industry Dredging Award 1998. We attach a copy of that award for ease of reference.

Clause 3.1.2 of Part C of the AP787991 - Maritime Industry Dredging Award 1998 provided:

The aggregate wages prescribed in this Part are minimum rates and have been fixed on the basis that, except where otherwise provided in the award, they take account of all aspects and conditions of employment both general and Particular and incorporate the dredging industry allowance.

Accordingly the term "weekly aggregated wage" in clause 14.3 of the Dredging Industry Award 2010 should have the same meaning.

Yours faithfully,

W G McNALLY JONES STAFF



NATHAN KEATS

Email: nathan@mcnally.com.au

AP787991 - Maritime Industry Dredging Award 1998

This Fair Work Australia consolidated award incorporates all amendments up to and including 4 October 2007 (variation [PR979201](#)).

Note: This award was terminated on 27 July 2011 (see [PR512243](#)) in accordance with item 3 of Schedule 5 of the *Fair Work (Transitional Provisions and Consequential Amendments Act) 2009*.

Clauses affected by the most recent amendment(s) are:

Part A

[9. Victualling and accommodation allowances](#)

[12. Protective and industrial clothing](#)

[13. Travelling - local](#)

[14. Travel other than local](#)

[18. Hard-lying allowance](#)

[Schedule I](#)

[Schedule II](#)

[Schedule III](#)

Part B

[5. Meals and meal intervals](#)

[7. Special allowances](#)

Part C

[3. Aggregate wages](#)

[5. Meals and meal intervals](#)

[8. Meals and meal intervals](#)

[10. Vessels proceeding from port to port](#)

About this Award:

This award consolidates AW787991 Maritime Industry Dredging Award 1988.

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Disclaimer:

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AP787991 [Pre-reform FWA Consolidation]

AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION

Workplace Relations Act 1996
s.33 action on the Commission's own motion
(C No. 20454 of 1998)

Application under item 49 of Part 2 of Schedule 5 of the *Workplace relations and Other
Legislation Amendment Act 1996*

Condreco Pty Ltd
(C No. 22117 of 1998)

MARITIME INDUSTRY DREDGING AWARD 1988
(ODN C No. 01896 0F 1987)
[Print H6076 [M0141]]

Various employees

Maritime industry

COMMISSIONER WILKS

SYDNEY, 30 JUNE 1998

Allowable award matters

ORDER

A. Further to the decision issued on 17 June 1998 [Print Q2445] the above award is varied as follows:

1. By deleting all clauses, schedules and roping-in awards of the award and inserting the following:

PART A - GENERAL PROVISIONS

APPLICATION OF PART A

The provisions of Part A shall apply to persons and operations to which Parts B and C apply and shall be read and construed in conjunction with the provisions of those Parts, provided that where a general provision of this Part is inconsistent with a provision of Part B or Part C, the latter shall to the extent of the inconsistency and to the extent that it is binding upon the Parties prevail.

1. AWARD TITLE

This award may be referred to as the Maritime Industry Dredging Award 1998.

2. ARRANGEMENT

This award is arranged as follows:

Part A - General provisions

Application of Part A

1. Award title
2. Arrangement
3. Definitions
4. Application of award
5. Operative date and period of award
6. Previous awards superseded
7. Rates of wages [\[PR966738\]](#)
8. Types of employment and termination
9. Victualling and accommodation allowances [\[PR979201\]](#)
10. Payment of wages
11. Time and wages records
12. Protective and industrial clothing [\[PR979201\]](#)
13. Travelling - local [\[PR979201\]](#)
14. Travel other than local [\[PR979201\]](#)
15. Sickness and accident benefits
16. Bereavement leave
17. Special rates - confined areas
18. Hard-lying allowance [\[PR979201\]](#)
19. Mixed functions
20. Redundancy/severance
21. Settlement of disputes
22. Respondents to the award [\[PR933086\]](#)

Schedule I

1. Application
2. Shipkeeping
3. Dual certificate allowance [\[PR979201\]](#)
4. Radar observer's allowance [\[PR979201\]](#)

Schedule II

1. Application
2. Shipkeeping
3. Fire-fighting allowance [\[PR975128\]](#)

Schedule III

1. Application
2. Duties of crew attendant
3. Fire-fighting allowance [\[PR979201\]](#)
4. Additional allowances [\[PR979201\]](#)
5. Protective clothing

Part B - Vessels laid up

1. Application of part B
2. Rates of wages
3. Hours of duty

4. Overtime
5. Meals and meal intervals [PR979201]
6. Saturday and Sunday work
7. Special allowances [PR979201]
8. Holidays and work on public holidays

Part C - Vessels fully operational

1. Application of part c
2. Hours of duty
3. Aggregate wages [PR979201]
4. Calculation of daily and hourly rates
5. Special allowances [PR979201]
6. Work on public holidays
7. Extended working hours and recalls
8. Meals and meal intervals [PR979201]
9. Absences from duty
10. Vessels proceeding from port to port [PR979201]

3. DEFINITIONS

In this award, unless a contrary intention appears:

“**Act**” means the *Workplace Relations Act, 1996* as amended from time to time.

“**Casual**” means an employee who is engaged for a period, the duration of which is less than four weeks and who is so notified on the first day of his employment or who is dismissed through no fault of his own within four weeks of the commencement of his employment.

“**Day**” means the 24 hours - midnight to midnight.

“**Day worker**” means an employee who works day work in accordance with this award and does not include a shift worker on day shift.

“**Employee**” means a person eligible to be a member of the Australian Maritime Officers Union, The Australian Institute of Marine and Power Engineers or The Maritime Union of Australia, employed by an employer.

“**Free passage**” means for travel by rail-first class including sleeper berth where so provided; for travel by air-commercial aircraft economy class.

“**Fully operational**” means the period between the time employees go on to 12-hour shifts for the mobilisation of a vessel until the completion of the demobilisation period. Such period shall include the delivery voyage of the vessel, preparation on-site for operations, dredging operations, running repairs and maintenance carried out during the course of the contract and return voyage if required to the home or another port where appropriate, but does not include scheduled breaks in the contract program where the vessel is not required.

“**AMOU**” means the Australian Maritime Offices Union.

“**Home port**” means the port at which the employee is originally engaged or the port mutually agreed upon between the employer and the employee concerned. In the event of any disagreement it shall be the port determined by the Commission. At the time of engagement of the employee, agreement shall be reached between the employer and the employee as to the employee’s home port.

“**Industrial Registrar**” has the same meaning as in the Act.

“**Laid up**” means all times when a vessel is not fully operational, as defined, and includes periods when a vessel is laid up out of commission or laid up under repair and maintenance between dredging contracts or during scheduled breaks in the contract program where the vessel is not required, but does not include essential repairs and maintenance if required at the conclusion of a project.

“Marine Engineers’ Institute” means The Australian Institute of Marine and Power Engineers.

“Month” means a calendar month.

“Officer” means a person eligible to be a member of the Australian Maritime Officers Union or the Marine Engineers’ Institute, employed by an employer.

“Organization” has the same meaning as in the Act.

“Remanned vessel” means a vessel on which the manning has been reduced as a direct consequence of major modifications introducing new technology.

“MUA” means The Maritime Union of Australia.

“Shift worker” means an employee who works shift work in accordance with this award as Part of a two or three shift system.

“Shipkeeping” means being on board and available for the performance of any duty.

“The Commission” has the same meaning as in the Act.

“Union” means any one of the AMOU, Marine Engineers’ Institute or MUA and “unions” refers to all of the said unions collectively.

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

4. APPLICATION OF AWARD

- 4.1** With the exceptions hereinafter specified, this award applies to and is binding upon each of the employers named as respondents hereto and upon each of the AMOU, Marine Engineers' Institute and MUA and the persons eligible to be members of the said organizations in respect to the employment of the said employees or any of them by an employer in or in connection with barges, self-propelled dredges, tugs or other self-propelled vessels, used in connection with the dredging of ports, harbours, bays, estuaries, rivers and channels in all States and Territories of the Commonwealth requiring travelling to or from a dumping area, or whilst moving from port to port.
- 4.2** The general provisions of this award shall be read and construed in conjunction with and subject to the provisions contained in the schedules hereof and when a general provision is inconsistent with a provision of the said schedule, the latter to the extent of the inconsistency and to the extent that is, binding upon the Parties, prevail.
- 4.3** Nothing in this award shall be construed as limiting the rights of any employee under the *Navigation Act 1912*, as amended.

5. OPERATIVE DATE AND PERIOD OF AWARD

This Award shall come into force on and from 1 July 1998 and shall remain in force until 1 March, 1999. Nothing herein contained shall be construed as indicating an intention that this award shall not continue in force thereafter pursuant to the provisions of the Act.

6. PREVIOUS AWARDS SUPERSEDED

This award shall, unless a contrary intention appears, operate to the exclusion of and shall supersede all prior awards and agreements and all customs and practices inconsistent with this award, but no right, obligation or liability accrued or incurred under any such prior provision shall be affected.

7. RATES OF WAGES

[Pt A:7.1.1 varied by [PR966738](#) ppc 12Dec05]

Other than casual employees

7.1.1 The ordinary minimum rate of weekly wage payable shall be that assigned to the groups in which their Particular classification falls:

Group	Wage Per Week
	\$
1	701.40
2	680.10
3	612.20
4	588.90
5	573.90
6	558.10

Group 1 applies to the following classifications:

Trailer master Chief engineer

Group 2 applies to the following classifications:

Trailer shift master
Tug master "W.H. Reliance" or equivalent
Senior 2nd engineer
Electrical engineer "Humber River" or equivalent
Engineer "W.H. Reliance" or equivalent

Group 3 applies to the following classifications:

Trailer mate
Tug master, tug engineer
Junior 2nd engineer, electrical engineer
Pump operator, A.B./welder, deckhand/welder dredgehand/welder
Bosun/driller

Group 4 applies to the following classifications:

Launch driver

Group 5 applies to the following classifications:

assistant pump operator
a.b./driller, deckhand/driller
bosun
chief cook

Group 6 applies to the following classifications:

A.B. deckhand
Deckhand/assistant driller
A.B. seamen, deckhand, dredge hand, greaser, fireman, motorman,
crew attendant
Second cook

[Pt A:7.2 varied by [PR966738](#) ppc 12Dec05]

7.2 The rates of pay in this award include the arbitrated safety net adjustment payable under the Safety Net Review - Wages June 2005 decision [PR002005]. This arbitrated safety net adjustment may be offset against any equivalent amount in rates of pay received by employees whose wages and conditions of employment are regulated by this award which are above the wage rates prescribed in the award. Such above-award payments include wages payable pursuant to certified agreements, currently operating enterprise flexibility agreements, Australian workplace agreements, award variations to give effect to enterprise agreements and overaward arrangements. Absorption which is contrary to the terms of an agreement is not required.

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

7.3 Remanned vessels

[Pt A:7.3.1 varied by [PR966738](#) ppc 12Dec05]

7.3.1 Employees on remanned vessels, as defined, shall be paid the following ordinary rates in lieu of those provided in the table in hereof:

Group	Wage Per Week \$
1	728.40
2	706.00
3	632.80
4	610.40
5	596.60
6	580.10

8. TYPES OF EMPLOYMENT AND TERMINATION

- 8.1** The contract of employment of an employee to which this award applies may be terminated in accordance with the provisions of this clause and not otherwise.
- 8.2** Notwithstanding the provisions of 8.1 hereof the employer shall have the right to dismiss any employee without notice for misconduct and in such cases the wages shall be paid up to the time of dismissal only.
- 8.3** An employer or an employee may, on any day, give to the other Party five working days' notice of termination of employment.
- 8.4** In lieu of giving the notice referred to in 8.3 of this clause, employment may be terminated by the payment or forfeiture of one week's ordinary wages at the rate prescribed by 7 – Rates of wages of this Part.

9. VICTUALLING AND ACCOMMODATION ALLOWANCES

9.1 If required by the employer, an employee shall live aboard a vessel and the employer shall accommodate and keep the employee without cost to the employee.

9.2 Where the employer provides victualling and accommodation, the allowances prescribed in this clause shall not be paid.

9.3 Accommodation allowance

9.3.1 At the time of engagement of the employee, agreement shall be reached between the employer and the employee as to the employee's home port.

[Pt A:9.3.2 varied by [PR900371](#) [PR966738](#) [PR975128](#); [PR979201](#) ppc 01Oct07]

9.3.2 If an employee is required by the employer to live away from the agreed "home port", he shall be paid \$278.30 per week in lieu of accommodation.

[Pt A:9.3.3 varied by [PR900371](#) [PR966738](#) [PR975128](#); [PR979201](#) ppc 01Oct07]

9.3.3 Where it is not practicable for the weekly rate prescribed herein to be paid, the employee shall be paid at the rate of \$77.70 per night in lieu of accommodation and this rate shall continue to be paid until the employer notifies the employee that thereafter the employee shall be paid at the weekly rate of \$278.30 per week.

[Pt A:9.3.4 inserted by [PR933091](#) ppc 27May03]

9.3.4 Where, following a request by any employee, the employer arranges to provide comfortable accommodation at the employer's expense, and the employee(s) use the accommodation for the duration of the contract the employee(s) shall not be entitled to the accommodation allowance set out above.

9.4 Victualling allowance

[Pt A:9.4.1 varied by [PR900371](#) [PR966738](#) [PR975128](#); [PR979201](#) ppc 01Oct07]

9.4.1 Where victualling is not provided by an employer, an employee shall be paid an amount of \$278.40 per week in lieu of victualling.

[9.4.2 varied by [PR900371](#) [PR966738](#) [PR975128](#); [PR979201](#) ppc 01Oct07]

9.4.2 Where it is not practicable for the weekly rate prescribed in 9.4.1 herein to be paid, the employee shall be paid the following amounts per day:

Breakfast	\$15.60
Lunch	\$19.10
Dinner	\$24.80

[Pt A:9.4.3 varied by [PR900371](#) [PR966738](#) [PR975128](#); [PR979201](#) ppc 01Oct07]

9.4.3 These rates shall continue to be paid until the employer notifies the employee that thereafter the employee shall be paid at the weekly rate of \$278.40 per week in lieu of victualling.

9.5 The allowances prescribed by this clause are not payable during leave periods.

10. PAYMENT OF WAGES

- 10.1.1** Wages shall be paid weekly or fortnightly, by electronic funds transfer into an employee's account at a bank or other financial institution. Any charge made by the bank or financial institution in connection with such deposit shall be paid by the employer.
- 10.1.2** When a dredge is on contract work, an employer, if so requested by an employee, shall pay wages partly in cash and partly by electronic funds transfer. The amount of the cash payment shall be that advised to the employer by the employee. Such amount will be paid each pay period and will only be varied by seven days' advance notice given by the employee.
- 10.2** At or before the time at which the employee receives his wages he shall be issued with a slip showing the gross amount of wages and allowances due to him, all deductions therefrom, the total amount of hours worked including the number of overtime hours or for employees under Part C the number of extended working hours and the rate at which such overtime has been paid.

11. TIME AND WAGES RECORDS

11.1 The employer shall keep or cause to be kept a record or records in accordance with the Workplace Relations Act Regulations including the following:

- The name and classification of each worker.
- The starting and finishing time on each day.
- The hours worked.
- The wage and overtime (if any) period.
- The amount of fares and travelling time and other allowances paid.
- Deductions.
- Leave accrual.

11.2 The time and wages record shall be open for inspection by an employee or a duly accredited representative of the employee's union, during the usual office hours, at the employer's office or other convenient place and he shall be allowed to take extracts therefrom.

11.3 The employer's works shall be deemed to be a convenient place for the purpose of time records and if for any reason the record is not available at the works when the official calls in to inspect it, it shall be made available for inspection within twelve hours, either at the employer's office or at the works.

12. PROTECTIVE AND INDUSTRIAL CLOTHING

[Pt A:12.1 varied by [PR900371](#) [PR966738](#) [PR975128](#); [PR979201](#) ppc 01Oct07]

- 12.1** Employees shall be paid an allowance of \$23.00 per week and shall provide themselves with adequate industrial clothing including footwear, shirts, singlets, overalls and shorts.
- 12.2** Where conditions require, employees shall also provide necessary protective clothing and equipment including:
- oilskins, sea boots, goggles, gloves and southwester.
- 12.3** The reasonable cost of such protective clothing and equipment shall be reimbursed to the employee by the employer.
- 12.4** 12.3 shall not apply where the employer supplies the protective clothing and equipment.
- 12.5** The protective clothing above described 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.
- 12.6** The allowance prescribed by this clause is not payable during leave periods.

13. TRAVELLING - LOCAL

- 13.1** When a vessel is so remote from the shore that some means of a conveyance between the vessel and shore is necessary to enable an employee to pass from one to the other before starting or after finishing work upon the vessel at the due time for starting and finishing work and the time occupied with a minimum payment of 30 minutes by the employee before the due time for starting and/or after the due time for finishing work in travelling by or in necessarily waiting for such means of conveyance, shall be paid for at ordinary rates, but shall not count as Part of the daily working time.
- 13.2** When an employee, who in the ordinary course of his employment begins work for the day at a particular place, is required to finish work at a place other than that particular place, he shall be paid any reasonable travelling expense incurred by him in returning to his home in excess of his ordinary travelling expenses and shall also be paid at ordinary rates of pay for any travelling time occasioned beyond his ordinary travelling time.

[Pt A:13.3 varied by [PR900371](#) [PR966738](#) [PR975128](#); [PR979201](#) ppc 01Oct07]

- 13.3** An employee shall be paid \$10.60 per day for excess fares incurred on any day upon which he is directed to work.
- 13.4** The provisions of this clause shall not apply to employees who are required by the employer to live aboard a vessel.

14. TRAVEL OTHER THAN LOCAL

14.1 An employee proceeding from the place of engagement to and from a port at which the dredge is working shall be provided by the employer with a free passage.

14.1.1 Provided that if the employee terminated his employment, or employment is terminated by the employer for misconduct within six weeks or the period of the work cycle whichever occurs first from the commencement of the employment, the cost of the free passage shall be deducted from any payments due to the employee. Provided further that the employer shall not be obligated to provide return passage for the employee in such circumstances.

14.2 The provisions of 14.1.1 hereof shall likewise apply in respect to an employee who returns to his place of employment following an absence on account of accumulated and/or annual leave.

14.3 The time spent in travelling between the place of engagement and the place at which the dredger is working and the agreed home port of the employee shall be paid for at the ordinary rate for the time so occupied, with a maximum payment of eight hours in any 24 hours.

[Pt A:14.4 varied by [PR900371](#) [PR966738](#) [PR975128](#); [PR979201](#) ppc 01Oct07]

14.4 The employee shall be entitled to reimbursement of taxi fares reasonably incurred up to a maximum of \$48.70 subject to the production of receipts for travel between the transport terminal at the employee's home port and his home on each of the forward and return journeys. Where an employee's residence is in other than his home port, such payment will be limited to the journey between the home port transport terminal and any other public transport terminal necessary for further travel to his place of residence.

15. SICKNESS AND ACCIDENT BENEFITS

- 15.1** The provisions of section 127 and section 132 of the *Navigation Act 1912*, as amended, shall apply in all respects to an employee covered by this award. The relevant sections of the Act whether in fact or in law shall apply to such an employee.
- 15.1.1** Provided that where an employee is landed at a port other than his home port, he is to receive, in addition to the benefits prescribed by the said Act his keep or the victualling and accommodation allowance referred to in 9 – Victualling and accommodation allowances of this Part until his arrival at his home port.
- 15.2** An employee who is entitled to the benefits provided by 15.1.1 hereof shall receive payment at the rate prescribed by 15.6 hereof. This weekly rate shall apply until the employee ceases to be covered by section 127 to section 132 (inclusive) of the *Navigation Act 1912*, as amended, after which he will become entitled to the benefits provided by the *Seamen's Compensation Act 1911*, as amended.
- 15.3** An employee covered by this award shall be deemed a “seaman” and falling within the definition of a “seaman” as prescribed by section 3 of the *Seamen's Compensation Act 1911*, as amended.
- 15.3.1** The craft on which such an employee is working shall be deemed to be a “ship” or a “vessel” prescribed by the *Seamen's Compensation Act 1911*, as amended.
- 15.4.1** Where an employee covered by this award is in receipt of periodical payments of compensation under the provisions of the *Seamen's Compensation Act 1911*, as amended, in respect of his employment by an employer respondent to this award, the following provisions shall apply.
- 15.4.2** For the purpose of this clause daily rate means the rate prescribed by 15.6 hereof.
- 15.4.3** Subject to the succeeding provisions of this clause, where an employee receives a periodical payment of seamen's compensation for total or partial incapacity for work in respect of any day of the said employment and the amount of that periodical payment (including periodical payments in respect of the employee and in respect of any person who is totally or partially dependent upon the employee for support) together with the amount of any wages or remuneration paid or payable to the employee pursuant to any other provisions of this award in respect of that day is less than the employee's daily rate for that employment during that day, the employer shall pay or cause to be paid to the employee an allowance equal to the deficiency. In calculating the allowance, payments to the employee in reimbursement of costs of hospital, medical or ambulance services or in respect of damage to clothing shall be disregarded.

- 15.4.4** Where an employee becomes entitled to receive a lump sum by way of compromise of a claim for or an award of damages in respect of the illness or injury which gave rise to his entitlement to seamen's compensation payments and the periodical payments of seamen's compensation are deductible from the lump sum payment, the employer shall be entitled (in addition to any other deduction that may lawfully be made) to deduct from that lump sum an amount equal to the whole of the allowance paid or payable pursuant to this clause to the employee.
- 15.5** The maximum number of days in respect of which an employer shall be required to make payments of any allowance pursuant to this clause to an employee in respect of any one personal injury by accident within the meaning of the *Seamen's Compensation Act 1911*, shall be 365 days provided that such period of 365 days shall be reduced by any period in respect of which the employee has received payment pursuant to section 132 of the *Navigation Act 1912*.
- 15.6** For the purpose of this clause, the weekly and daily rate shall be as follows:
- 15.6.1** An employee working under Part B of this award shall receive payment at the weekly rate for his classification as provided in 7 – Rates of wages of Part A. The daily rate shall be one-fifth of the weekly rate.
- 15.6.2** An employee working under Part C of this award shall receive payment at the following rate: In the case of accidents at work, for the first three months of absence at the weekly aggregate wage for a day worker in his classification as provided in 3 – Aggregate wages of Part C. The daily rate shall be calculated in accordance with 4 – Calculation of daily and hourly rates of Part C.
- 15.6.3** In all other cases, at 75% of the weekly aggregate wage for a day worker for his classification as provided in 3 – Aggregate wages of Part C. The daily rate shall be 75% of the daily rate calculated in accordance with 4 – Calculation of daily and hourly rates of Part C.
- 15.7** Unless a doctor certifies that an illness puts other crew members at unnecessary risk, a sick or injured employee will remain on board if required to do so by the employer until recovered or repatriated to his home port.

16. BEREAVEMENT LEAVE

- 16.1** An employee engaged by the week shall, on the death of a wife, husband, de facto spouse, father, mother, brother, sister, father-in-law or mother-in-law, child or step-child, be entitled on notice to leave up to and including the day after the funeral of such a relation. For an employee working under Part B of this award such leave shall be without deductions of pay for a period not exceeding the number of ordinary hours worked in three days. For an employee working under Part C of this award, each day of such leave shall be paid at eight hours' pay, calculated at the hourly rate prescribed in 4 – Calculation of daily and hourly rates of Part C hereof, up to a maximum of three days.
- 16.2** Proof of such death shall be furnished by the employee to the satisfaction of his employer. Provided, however that this clause shall have no operation while the period of entitlement to bereavement leave coincides with any other period of entitlement to leave.

17. SPECIAL RATES - CONFINED AREAS

17.1 Boiler workers etc. - For any of the following work an employee shall, in addition to any other ordinary or overtime rate payable under this award, be paid at the rate of 99c per hour for the time so occupied:

- working inside boilers or furnaces;
- working inside the casing of internal combustion engines;
- working inside oil tanks in motor vessels;
- working in bilges (including rose boxes) and coffer dams;
- working inside of impeller pump casings and dredging pipes;
- working under engine room or pump room deck plates.

18. HARD-LYING ALLOWANCE

[Pt A:18 varied by [PR966738](#) [PR975128](#); [PR979201](#) ppc 01Oct07]

Employees required to live aboard a vessel and share a cabin with another employee shall be paid a hard-lying allowance of \$18.30 per week. The allowance shall not be subject to any penalties or premium prescribed by this award.

19. MIXED FUNCTIONS

- 19.1** An employee directed by the employer to carry out any duties carrying a higher rate than his ordinary classification shall be paid at that higher rate for the time he is so engaged, but if he is so engaged as directed for more than two hours of any day or shift he shall be paid the higher rate for the whole day or shift.
- 19.2** Notwithstanding anything contained in 19.1 hereof, no employee shall be entitled to a higher rate when relieving an employee for meal intervals, crib time, rest pauses, toilet relief or any other relief of a like nature.

20. REDUNDANCY/SEVERANCE

- 20.1** This clause applies to employees other than casual employees who remain in employment until the completion of a contract unless transferred by the employer.
- 20.2** At the completion of each contract an employee shall become entitled to a period of redundancy leave. Such leave shall be calculated on the employee's service during the period of dredging work on a contract.
- 20.3** Leave shall be granted only on the termination of employment.
- 20.4** The leave prescribed herein shall be paid as follows:
- 20.4.1** For service on contracts prior to the commencement of this award, at the rate of one and a half week's leave for each year of continuous service or pro rata calculated on completed months of service. Such leave shall be paid at the rate of time and a half of the ordinary weekly wage prescribed by 7 – Rates of wages of Part A of this award.
- 20.4.2** For the purpose of 20.4.1, service on a contract which was current at 17 September 1981 shall be taken into account up to a maximum of two years prior to that date.
- 20.4.3** For service on dredging projects on which dredging commenced after the operative date of this award, at the rate of three weeks' leave for each year of continuous service or pro rata calculated on completed months of service. Such leave shall be paid at the rate prescribed in 3 – Aggregate wages of Part C for a day worker.

21. SETTLEMENT OF DISPUTES

21.1 All disputes or grievances shall be settled in accordance with the following procedure:

- 21.1.1** Any grievance, claim or dispute which arises shall, where possible, be settled by discussion on the job between the employee or his representative and the master of the vessel.
- 21.1.2** If the matter is not resolved at this level, the matter will be further discussed between the affected employee, the representative and the site superintendent.
- 21.1.3** If no agreement is reached, the representative will discuss the matter with the project manager.

21.2 Should the matter still not be resolved, the following procedure will be followed:

- 21.2.1** A joint discussion shall be held between the representative, the company officer responsible for industrial relations, and a representative of the Dredging Industry Industrial Secretariat.
- 21.2.2** If the matters are not finalised, they shall be referred to the Australian Industrial Relations Commission.
- 21.2.3** Whilst the foregoing procedure is being followed, work shall continue normally. No party shall be prejudiced as to the final settlement by the continuance of work in accordance with this subclause.
- 21.2.4** If a union wishes to call a short stopwork meeting for the purpose of reporting to members on the progress of a matter under the above procedure, the union will consult with management as to the most appropriate time for the meeting having regard to the productivity of the dredge.
- 21.2.5** Notwithstanding the foregoing, no employee shall be required to perform work which is said to be unsafe pending the resolution of any bona fide safety issue. In a case which is finally determined not to be a bona fide safety issue, an employee shall not be paid wages for the time he declined to perform the duties in dispute.

22. RESPONDENTS TO THE AWARD

[Pt A:22 varied by [PR933086](#) ppc 27May03]

Ballast Ham Dredging Pty Ltd
Boskalis Australia Pth Ltd
Dredeco Pty Ltd
Port Dredging Pty Ltd
Westham Dredging Company Pty Ltd

SCHEDULE I

1. APPLICATION

The provisions of this schedule shall apply only to persons eligible to be members of the AMOU employed as Masters, Mates and Engineers.

2. SHIPKEEPING

2.1 For shipkeeping in any port for all or part of the hours between 5.00 p.m. and 7.00 a.m. an employee shall be entitled to an extra twelve hours' pay at ordinary rates. For employees working under Part B of this award such pay shall be at the rates prescribed by 7 – Special allowances of this Part. For employees working under Part C of this award, such pay shall be at the rates prescribed by 4 – Calculation of daily and hourly rates of Part C.

2.2 If while shipkeeping an employee's services are used:

2.2.1 for the purpose of shifting ship;

2.2.2 in the supervision of loading or discharging stores or equipment;

2.2.3 in any way in connection with the repair or overhaul of the vessel, he shall be paid at the rates prescribed by 7 – Special allowances of this Part or 4 – Calculation of daily and hourly rates of Part C, as the case may be, for the time his services are so used calculated to the nearest quarter of an hour, but his payment for shipkeeping shall be reduced by one fifty-sixth for each quarter hour included in such overtime payment.

3. DUAL CERTIFICATE ALLOWANCE

[Sched I:3 varied by [PR966738](#) [PR975128](#); [PR979201](#) ppc 01Oct07]

A payment of an additional loading of \$21.60 per week shall be made to an employee working under Part B who acts in a dual capacity of master and engineer. The rate shall be treated as part of the wages for all purposes of this award.

4. RADAR OBSERVER'S ALLOWANCE

[Sched I:4.1 varied by [PR966738](#) [PR975128](#); [PR979201](#) ppc 01Oct07]

4.1 An allowance of \$21.60 per week shall be paid to masters and mates who are holders of a valid Radar Observer's Certificate when working on a vessel equipped with radar.

This allowance shall not be taken into account in calculating the rate of wage for shift work, overtime, annual leave, accumulated leave or redundancy/severance payments.

SCHEDULE II

1. APPLICATION

The provisions of this schedule shall only apply to persons eligible to be members of the Marine Engineers' Institute employed as engineers.

2. SHIPKEEPING

2.1 For shipkeeping in any port for all or Part of the hours between 5.00 p.m. and 7.00 a.m. an employee shall be entitled to an extra twelve hours' pay at ordinary rates. For employees working under Part B of this award such pay shall be at the rates prescribed by 7 – Special allowances of this Part. For employees working under Part C of this award, such pay shall be at the rates prescribed by 4 – Calculation of daily and hourly rates of Part C.

2.2 If while shipkeeping an employee's services are used:

2.2.1 for the purpose of shifting ship;

2.2.2 in the supervision of loading or discharging stores or equipment;

2.2.3 in any way in connection with the repair or overhaul of the vessel, he shall be paid at the rates prescribed by 7 – Special allowances of this Part or 4 – Calculation of hourly rates of Part C, as the case may be, for the time his services are so used calculated to the nearest quarter of an hour, but his payment for shipkeeping shall be reduced by one fifty-sixth for each quarter hour included in such overtime payment.

3. FIRE-FIGHTING ALLOWANCE

[Sched II:3.1 varied by [PR966738](#) [PR975128](#); [PR979201](#) ppc 01Oct07]

3.1 An allowance of \$21.60 per week shall be paid to engineers who hold a valid Fire-fighting Certificate or furnish proof of their attendance at an authorised fire-fighting course for marine personnel.

3.2 This allowance shall not be taken into account in calculating the rate of wage for shift work, overtime, annual leave, accumulated leave or redundancy/severance payments.

SCHEDULE III

1. APPLICATION

The provisions of this schedule apply to employees who are eligible to be members of The Maritime Union of Australia.

2. DUTIES OF CREW ATTENDANT

The duties of the crew attendant shall include the daily cleaning of all cabins, passageways, messrooms, bathrooms and toilets, the setting and clearing of tables, the washing of dishes and cutlery and assisting the cook.

3. FIRE-FIGHTING ALLOWANCE

[Sched III:3.1 varied by [PR966738](#) [PR975128](#); [PR979201](#) ppc 01Oct07]

3.1 An allowance of \$21.60 per week will be paid to the members of The Seamen's Union of Australia who hold a valid Fire-fighting Certificate or furnish proof of their attendance at an authorised fire-fighting course for marine personnel.

3.2 This allowance shall not be taken into account in calculating the rate of wage for shift work, overtime, annual leave, accumulated leave or redundancy/severance payments.

4. ADDITIONAL ALLOWANCES

[Sched III:4.1 varied by [PR966738](#) [PR975128](#); [PR979201](#) ppc 01Oct07]

4.1 An additional payment of \$42.80 per week shall be payable to a chief cook whose duties include the ordering of stores and the issue of linen.

[Sched III:4.2 varied by [PR966738](#) [PR975128](#); [PR979201](#) ppc 01Oct07]

4.2 If a second cook is required to perform cleaning duties outside of the galley and storerooms, he shall be paid an allowance of \$30.60 in addition to the rates fixed for his ordinary work.

4.3 The rates prescribed in 4.1 and 4.2 shall not be taken into account in calculation the rate of wage for shift work, overtime, annual leave, accumulated leave or redundancy/severance payments.

5. PROTECTIVE CLOTHING

5.1 Marine cooks shall be reimbursed by the employer for the reasonable cost of providing the following protective clothing for working in freezers: gloves and freezer suit.

5.1 shall not apply where the employer supplies the protective clothing.

PART B - VESSELS LAID UP

1. APPLICATION OF PART B

- 1.1** The provisions of Part B shall apply to persons and operations when a vessel is laid up. To the extent that the provisions of this Part are inconsistent with provisions of Part A, the following provisions shall prevail.
- 1.2** Where a vessel is fully operational, and the rostered hours of work of employees engaged thereon differ from those provided in Part C, the provisions of this Part shall apply in lieu of Part C until such time as an agreement is reached between the employer and the unions for an aggregate wage and leave provisions which reflects the change in working hours. Where such an agreement for an aggregate wage and leave provision is not reached, either Party may refer the matter to the Australian Industrial Relations Commission for determination.

2. RATES OF WAGES

2.1 Casual employees

2.1.1 A casual employee, for the purpose of this award, is an employee who is engaged for a period, the duration of which is less than four weeks, and who is so notified on the first day of his employment, or who is dismissed through no fault of his own within four weeks of the commencement of his employment.

2.1.2 The hourly rate of pay for a casual employee shall be one thirty-eighth of the appropriate rate prescribed for his classification, plus twenty per cent.

2.2 Non-casual employees

The ordinary rate of weekly wage payable to employees under this Part shall be that set out in 7 – Rates of wages of Part A of this award.

3. HOURS OF DUTY

Subject to the provisions of this clause, the ordinary hours of work shall be as follows:

3.1 Day workers

3.1.1 Subject to 3.1.3, the ordinary hours of day workers shall not exceed 38 per week to be worked not more than eight hours per day Monday to Friday inclusive, between the hours of 8.00 a.m. and 4.30 p.m. each day, or between the hours of 7.00 a.m. and 5.00 p.m. when not engaged in dredging duties.

3.2 Shift workers

3.2.1 Subject to 3.3.1, the ordinary hours of shift workers shall not exceed eight hours during any consecutive 24 hours or 38 hours per week.

3.2.2 Employees working shift work and which shift commences at or after 6.00 p.m. on any Monday to Friday inclusive shall be paid for such work at the additional rate of 30% calculated on the ordinary rates. This subclause shall apply where two shifts per day are worked. If a three shift per day system is worked the additional rate of 15% shall be payable in respect of the afternoon and night shifts.

3.2.3 Actual work of rostered shifts shall commence and finish on the vessel.

3.2.4 The penalty prescribed in 3.2.2 hereof shall not apply to shift workers who complete a shift at or before 6.00 p.m. Monday to Friday inclusive.

3.2.5 For the purpose of 3.2.1 hereof a “night shift” shall mean a shift the ordinary hours of which commence at or before midnight and finish at or before 8.00 a.m.

3.3 Implementation of 38-hour week

3.3.1 The ordinary hours provided in this clause shall be worked under one of the following systems:

3.3.1.1 7 hours 36 minutes per day, Monday to Friday inclusive;

3.3.1.2 8 hours per day, Monday to Friday inclusive, with 2 hours' leave accruing at ordinary rates for each full week worked and a proportion for a Part of a week;

3.3.1.3 a system of work and leave which provides an average of 38 hours per week over the work and leave cycle. Such system shall be agreed between the employer and the union.

4. OVERTIME

4.1.1 All time worked in excess of the daily limitations, or in excess of the weekly hours prescribed by 3 – Hours of duty of this Part, or before the ordinary commencing time or after the ordinary ceasing time shall be paid for at the rate of double time.

4.1.2 In computing the overtime each day shall stand alone, but when an employee works overtime which continues beyond midnight on any day, the time worked after midnight shall be deemed to be part of the previous day's work for the purpose of this subclause.

4.2 Avoidance of physical exhaustion

4.2.1 An employee shall not work for more than eighteen hours continuously. After such an eighteen hour continuous work period he shall have ten hours off (inclusive of two meal hours), subject to employees being available to ensure the continuous operation of the vessel. Less than four hours off shall not constitute a break in the work period of eighteen continuous hours hereinbefore mentioned. For the purpose of this subclause a passive shift shall not be counted as time worked.

4.3.1 An employee recalled to work overtime otherwise than in a consecutive extension before or after ordinary duty for the day, shall be paid a minimum of four hours' work at the appropriate rates.

4.3.2 If an employee is called back to work on more than one occasion between ceasing time one day and starting time the next day, he shall be paid for all time from the commencement of the first call out to the conclusion of the last call out at the double rate of pay. Overtime worked in the circumstances specified in this subclause shall not be regarded as overtime for the purpose of 4.2.1 hereof where the total actual time worked is less than three hours of such recalls.

4.4 An employer may require any employee to work reasonable overtime at overtime rates and such employee shall work overtime in accordance with such requirements.

4.5 When a worker is required to hold himself in readiness for a call to work or is required to report for work after ordinary hours, he shall be paid at ordinary rates for the time he so holds himself in readiness, with a minimum payment of four hours.

4.6 Provided that the provisions of this subclause shall not apply to a employee required to resume duty immediately following his meal break.

5. MEALS AND MEAL INTERVALS

- 5.1** Employees on other than dredging operations shall be allowed a meal break of not less than 45 minutes between the hours of 11.30 a.m. and 1.30 p.m., provided that if in an emergency decided by the master/engineer or their representative, the meal break cannot be taken, a paid meal time of 30 minutes will be allowed later and payment for the 45 minute meal break shall be made at overtime rates.

A worker shall not be compelled to work for more than five hours without a break for a meal.

5.2 Shift workers

- 5.2.1** Shift workers shall be allowed a meal break of 30 minutes, which shall be taken within five hours or at a time otherwise agreed upon from the commencement of the shift. The meal breaks prescribed in this subclause shall be counted as time worked. Provided that if in any emergency decided by the master/engineer or their representative, the meal time cannot be taken, payment for the 30 minutes shall be made at overtime rates. Provided further that the incidence of meal time shall not interrupt the working of the dredger and attendant craft. Where a dredger and attendant craft are in continuous operation and it is impracticable on any shift to allow the meal time prescribed herein, employees shall be paid one hour at ordinary time rate.

[Pt B:5.3 varied by [PR900371](#) [PR966738](#) [PR975128](#); [PR979201](#) ppc 01Oct07]

- 5.3** An employee required to work overtime for more than one and a half hours after his ordinary finishing time shall be supplied with a meal by the employer or be paid \$24.80 and if, owing to the amount of overtime worked, a second or subsequent meal is required, he shall be supplied with such meal by the employer or be paid \$24.80 for each meal so required.
- 5.4** The provisions of 5.3 of this clause shall not apply when the employer is providing victualling and accommodation or paying the victualling allowance as provided by 9 – Victualling and accomodation allowances of Part A.

6. SATURDAY AND SUNDAY WORK

6.1. An employee shall be entitled for each hour worked on a shift or a period of duty which commences on a Saturday or a Sunday to be paid at the rate of double time.

6.1.1 The payment of double time for the first eight hours shall be discharged by the actual payment of wages at ordinary time and in addition the accumulation of 0.35 of a week's leave.

6.1.2 An employee shall be paid at the rate of double time in respect of all hours worked in excess of the first eight hours on a Saturday or a Sunday.

6.1.3 Employees shall work on a Saturday or a Sunday if so required by the employer. If an employee is required to work on a Saturday or a Sunday and refuses to do so, that day shall be regarded as a day off for the purpose of 6.1.2 of this clause.

7. SPECIAL ALLOWANCES

[Pt B:7.1 varied by [PR966738](#); [PR975128](#) pc 01Dec06]

7.1 In addition to the weekly rate prescribed in 7 – Rates of wages of Part A, the following special allowances shall be paid:

[Pt B:7.1.1 varied by [PR966738](#) [PR975128](#); [PR979201](#) ppc 01Oct07]

	Per week
	\$
Remote areas:	\$174.90
Less remote areas:	\$116.30
Major ports (dredging industry allowance)	\$77.10

7.1.1 Each of the allowances prescribed above includes the sum of \$77.10 per week as a dredging industry allowance to compensate for the disabilities of dredging including the nature of the work, weather and sea conditions and work in confined spaces other than those specified in 18 – Hard-lying allowance of Part A.

7.2 No other allowance shall be paid in addition to the provisions of 7.1 unless so determined by the Industrial Relations Commission.

7.3 The rates prescribed herein shall not be taken into account in calculating the rate of wage for shift work, overtime, annual or accumulated or redundancy leave.

8. HOLIDAYS AND WORK ON PUBLIC HOLIDAYS

- 8.1** The days on which New Year's Day, Australia Day, Good Friday, Easter Monday, Eight Hour Day (or Labour Day), Seamen's Picnic Day, Queen's Birthday, Anzac Day, Christmas Day and Boxing Day are observed together with all days proclaimed by a State or Commonwealth authority as a public holiday applicable to the location where the employee is working, shall be holidays and shall be paid for at ordinary rates if not worked.
- 8.2** Where an employee is absent from his employment on the working day before or the working day after a public holiday without reasonable excuse, or without the consent of the employer, the employee shall not be entitled to payment for such holiday.
- 8.3** If different days are observed or used as holidays in different ports in respect of any one of such named days and the vessel is in port on more than one of such days, the day first observed or used shall be the holiday hereunder.
- 8.4** An employee shall be paid at the rate of double time and one half with a minimum payment of four hours in respect of work performed on any of the holidays prescribed in 8.1 hereof.
- 8.4.1** Provided that where a twelve-hour shift or period of duty is commenced on a public holiday the payment of double time and a half shall be discharged by the actual payment of the first eight hours at single time and the remaining hours at double time and the accumulation of 0.35 of a week's leave.

PART C - VESSELS FULLY OPERATIONAL

1. APPLICATION OF PART C

- 1.1** The provisions of Part C shall apply to persons and operations when a vessel is fully operational. To the extent that the provisions of this Part are inconsistent with the provisions of Part A, the following provisions shall prevail.
- 1.2** Provided that the provisions of this Part shall only apply when the rostered hours of work are the same as those prescribed herein.

2. HOURS OF DUTY

- 2.1** Day workers' hours of duty shall consist of twelve hours per day on each of seven days per week between 6.00 a.m. and 6.00 p.m. or such other starting and finishing times as may be mutually agreed.
- 2.2** Shift workers' hours of duty shall consist of one week of day shifts alternating with one week of night shifts. The day shift cycle shall comprise twelve-hour shifts on each of seven days per week between 6.00 a.m. and 6.00 p.m. The night shift cycle shall comprise twelve-hour shifts on each of six days per week between 6.00 p.m. and 6.00 a.m.
- 2.3** Marine cooks' hours of duty shall consist of twelve hours per day on each of seven days per week.
- 2.4** The aggregate wages and leave provided by this Part are based on the hours of work prescribed by this clause. Where the hours of work on a project significantly differ from those prescribed herein the Parties may by mutual agreement vary the provisions of this Part to reflect the hours worked. Pending such agreement Part B of the award shall apply. Where the Parties are unable to reach an agreement either Party may refer the matter to the Australian Industrial Relations Commission for determination.

3. AGGREGATE WAGES

3.1 Other than casual employees

3.1.1 An employee shall be paid at the weekly aggregate wage assigned to the group in which his classification falls as defined in 7 – Rates of wages of Part A of this award.

3.1.2 The aggregate wages prescribed in this Part are minimum rates and have been fixed on the basis that, except where otherwise provided in the award, they take account of all aspects and conditions of employment both general and Particular and incorporate the dredging industry allowance.

[Pt C:3.1.3 varied by [PR966738](#) ppc 12Dec05]

Weekly aggregate wage

Group	Day Workers	Shift Workers
	\$	\$
1	1607.70	-
2	1550.70	1533.20
3	1369.30	1353.80
4	1307.00	1292.30
5	1272.20	1258.00
6	1230.00	1216.10

[Pt C:3.2 varied by [PR966738](#) [PR975128](#); [PR979201](#) ppc 01Oct07]

3.2 An additional amount of \$47.70 shall be added to the weekly aggregate wage of an employee who acts in a dual capacity of master and engineer.

3.2.1 Casual employees

3.2.1.1 A casual employee shall be paid at the rate of the appropriate aggregate wage prescribed for his classification plus 10% whilst working.

3.2.1.2 A casual employee shall not be entitled to any form of leave prescribed by this award.

Remanned vessels

[Pt C:3.3.1 varied by [PR966738](#) ppc 12Dec05]

3.3.1 Employees on remanned vessels, as defined shall be paid the following aggregate rates in lieu of those provided in the table in 3.1.1 hereof:

Group	Day	Shift
	\$	\$
1	1743.20	-
2	1681.40	1666.40
3	1484.70	1468.00
4	1417.30	1401.30
5	1379.50	1364.00
6	1333.80	1317.70

4. CALCULATION OF DAILY AND HOURLY RATES

4.1 For the purposes of this Part, except for 9 – Victualling and accomodation allowances and for the purposes of 13 - Travelling - local, 14 - Travel other than local, 16 - Bereavement leave, 21 - Mixed functions of Part A and 2 - Shipkeeping of schedules I and II, daily and hourly rates shall be calculated as follows:

4.1.1 Hourly rate:1/84th of the weekly aggregate wage of a day worker of the same classification.

4.1.2 Daily rate: twelve times the hourly rate.

4.2 Where a new employee or a casual employee works only part of a week, the aggregate wage shall be adjusted in accordance with 9.2 of Part C for that Part of the week not worked.

5. SPECIAL ALLOWANCES

[Pt C:5.1 varied by [PR966738](#) [PR975128](#); [PR979201](#) ppc 01Oct07]

5.1 The aggregate wages prescribed in this Part include the dredging industry allowance of \$77.10 per week to compensate for the disabilities of dredging including the nature of the work, weather and sea conditions and work in confined spaces other than those specified in 19 – Mixed functions of Part A.

5.2 The following additional allowances shall be paid:

[Pt C:5.2 varied by [PR966738](#) [PR975128](#); [PR979201](#) ppc 01Oct07]

5.2.1 remote areas - \$97.80 per week

5.2.2 less remote areas - \$39.20 per week

5.3 No other allowance shall be paid in addition to the provisions of 5.2 unless so determined by the Industrial Relations Commission.

5.4 The additional allowances prescribed herein shall not be taken into account in calculating the rate of wage for extended working hours or any form of leave.

[Pt C:5.5 varied by [PR966738](#) [PR975128](#); [PR979201](#) ppc 01Oct07]

5.5 Employees of Westham Dredging Co. Pty Ltd whilst engaged on the Southern Gold Coast Beach Nourishment 1989 - Stage 1 - Project shall be paid an allowance of \$199.90 per week in lieu of the amount prescribed by 5.2.

6. WORK ON PUBLIC HOLIDAYS

The aggregate wage and leave prescribed by this Part take into account and compensate for work performed on public holidays and public holidays falling during the leave period.

7. EXTENDED WORKING HOURS AND RECALLS

7.1 All time worked in excess of the hours prescribed in 2 – Hours of duty of this Part shall be paid at double the hourly rate provided in 4 – Calculation of daily and hourly rates of this Part.

7.2 Avoidance of physical exhaustion

7.2.1 An employee shall not work for more than eighteen hours continuously. After such an eighteen hour continuous work period he shall have ten hours off (inclusive of two meal hours), subject to employees being available to ensure the continuous operation of the vessel. Less than four hours off shall not constitute a break in the work period of eighteen continuous hours hereinbefore mentioned. For the purpose of this subclause a passive shift shall not be counted as time worked.

7.3.1 An employee recalled to work extended hours otherwise than in a consecutive extension before or after ordinary duty for the day, shall be paid half a day's aggregate wage for up to four hours' work including other recalls within the four hours. If the work on such recall exceeds four hours or if there is a second or subsequent recall outside the four hours, a full day's aggregate wage shall be paid in lieu of the foregoing payment.

7.3.2 Extended hours worked in the circumstances specified in this subclause shall not be regarded as overtime for the purpose of 7.2.1 hereof.

8. MEALS AND MEAL INTERVALS

8.1 Employees on dredging operations shall be allowed a meal break of 30 minutes, which shall be taken within five hours or at a time otherwise agreed upon from the commencement of the shift. The meal breaks prescribed in this subclause shall be counted as time worked. Provided that if in any emergency decided by the master/engineer or their representative, the meal time cannot be taken, payment for the 30 minutes shall be made at double the hourly rate. Provided further that the incidence of meal time shall not interrupt the working of the dredger and attendant craft. Where a dredger and attendant craft are in continuous operation and it is impracticable on any shift to allow the meal time prescribed herein, employees shall be paid one hour at the hourly rate.

[Pt C:8.2 varied by [PR900371](#) [PR966738](#) [PR975128](#); [PR979201](#) ppc 01Oct07]

8.2 An employee required to work extended hours for more than one and a half hours after his ordinary finishing time shall be supplied with a meal by the employer or be paid \$24.80 and if, owing to the amount of extended hours worked, a second or subsequent meal is required, he shall be supplied with such meal by the employer or be paid \$24.80 for each meal so required.

8.3 The provisions of 8.2 of this clause shall not apply when the employer is providing victualling and accommodation or paying the victualling allowance as provided by 9 – Victualling and accomodation allowances of Part A.

9. ABSENCES FROM DUTY

- 9.1** An employer shall be under no obligation to pay for time not worked for which the worker is required to present himself for duty, except when such absences are authorised by this award, in which event payment for such time will be prescribed by the relevant clause.
- 9.2** Deductions made for employees on an aggregate wage shall be calculated by the proportion the time lost bears to the employees' rostered hours for the week.

10. VESSELS PROCEEDING FROM PORT TO PORT

10.1 The wages and conditions of employees on vessels proceeding from one port (or its equivalent) to another port (or its equivalent) shall be as prescribed by this clause in lieu of a separate delivery voyage agreement.

10.1.1 In addition to the weekly aggregate wage for day workers prescribed in 3 – Aggregate Wages of this Part, employees shall be paid:

10.1.1.1 the remote areas allowance prescribed by 5 – Special Allowances of this Part; and

[Pt C:10.1.1.2 varied by [PR966738](#) [PR975128](#); [PR979201](#) ppc 01Oct07]

10.1.1.2 an allowance of \$84.40 per day or part of a day.

10.1.2 The other provisions of Part C shall apply.

10.1.3 The rate of pay for the radio officer shall be equivalent to the trailer mate's rate.

10.1.4 Provisions of sections 127 and 132 of the *Navigation Act 1912-1970* shall apply in respect of all employees whether in fact or in law the Act of its own force applies to them.

[Pt C:10.1.5 varied by [PR966738](#) [PR975128](#); [PR979201](#) ppc 01Oct07]

10.1.5 Each crew member shall be covered by a personal accident policy for death risk, loss of limbs and corresponding benefits to the value of \$133,259. This amount is payable in addition to the amounts payable under the Seamen's Compensation Act.

10.1.6 Employees who are not offered employment immediately after the vessel's arrival at its destination will be repatriated to their home port in accordance with the provision of 14 – Travel other than local of Part A of this award.

10.1.7 Articles of Agreement as required by the Navigation Act shall be opened for the voyage.

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