

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

Industrial Relations Act 1999 - s. 698 - reprint of award

MASTERS AND ENGINEERS' AWARD - PORT OF BRISBANE 2003

Following the Declaration of the General Ruling in the 2010 State Wage Case (matter numbers B/2010/20 and B/2010/21), the Masters and Engineers' Award - Port of Brisbane 2003 is hereby reprinted, pursuant to s. 698 of the *Industrial Relations Act 1999*.

I hereby certify that the Award contained herein is a true and correct copy of the Masters and Engineers' Award - Port of Brisbane 2003 as at 1 September 2010.

Dated 1 November 2010.

[L.S.] G.D. Savill
Industrial Registrar

MASTERS AND ENGINEERS' AWARD - PORT OF BRISBANE 2003

PART 1 - APPLICATION AND OPERATION

1.1 Title

This Award is known as the Masters and Engineers' Award - Port of Brisbane 2003.

1.2 Arrangement

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1.3 Application of award

- 1.3.1 This Award applies to Masters, Engineers, Principals in Charge and Launch Masters in charge of steam or motor vessels operating within the limits of the Port of Brisbane, including such vessels engaged at any time in towage of barges, lighters, punts or other craft or floating material or engaged in the conveyance of passengers who are not covered by any other Award and to their employers.
- 1.3.2 As to the employers named in the Schedules 1 and 2 to this Award the provisions of this Award are modified in accordance with the requirements of the individual Orders listed in such Schedule.

1.4 Date of operation

This Award takes effect from 28 April 2003.

1.5 Parties bound

This Award is binding upon the employees as prescribed by clause 1.3 and their employers, and upon the Australian Institute of Marine and Power Engineers, Union of Employees, Queensland District, and the Merchant Service Guild of Australia, Queensland Branch, Union of Employees and their members.

1.6 Definitions

1.6.1 The "Act" shall be taken to mean the *Industrial Relations Act 1999* as amended or replaced from time to time.

1.6.2 "Commission" means the Queensland Industrial Relations Commission.

1.6.3 "Union" means the Australian Institute of Marine and Power Engineers, Union of Employees, Queensland District, or the Merchant Service Guild of Australia, Queensland Branch, Union of Employees.

PART 2 - FLEXIBILITY

2.1 Elimination of inefficient practices

2.1.1 The parties acknowledge that the employer must attain a level of efficiency to be able to compete successfully in the marketplace. This requires the employer and the employees to work together to eliminate inefficient work practices which have arisen outside of Award provisions. Masters will ensure that all crew co-operate in reducing inefficient work practices which cause additional costs to the employer.

2.2 Proficiency in job roles

2.2.1 All employees are required to become proficient in job roles on the employer's vessels in connection with routine and preventative maintenance.

2.2.2 To prevent the public from being disadvantaged all employees shall work as a team during repairs and breakdowns. Masters shall assist the Engineers in facilitating such repairs with expediency, so that timetables are maintained.

2.2.3 Engineers shall assist Masters wherever possible but without neglecting their duties to maintain the greatest efficiency.

2.3 Enterprise flexibility

2.3.1 As part of a process of improvement in productivity and efficiency, discussion should take place at each enterprise to provide more flexible working arrangements, improvement in the quality of working life, enhancement of skills, training and job satisfaction and to encourage consultative mechanisms across the workplace.

2.3.2 The consultative processes established in an enterprise in accordance with clause 2.3 may provide an appropriate mechanism for consideration of matters relevant to clause 2.3.1. Union delegates at the place of work may be involved in such discussions.

2.3.3 Any proposed genuine agreement reached between an employer and employee/s in an enterprise is contingent upon the agreement being submitted to the Commission in accordance with Chapter 6 of the Act and is to have no force or effect until approval is given.

PART 3 - COMMUNICATION, CONSULTATION AND DISPUTE RESOLUTION

3.1 Grievance and dispute settling procedures

The matters to be dealt with in this procedure shall include all grievances or disputes between an employee and an employer in respect to any industrial matter and all other matters that the parties agree on and are specified herein. Such procedures shall apply to a single employee or to any number of employees.

3.1.1 In the event of an employee having a grievance or dispute the employee shall in the first instance attempt to resolve the matter with the immediate Supervisor, who shall respond to such request as soon as reasonably practicable under the circumstances. Where the dispute concerns alleged actions of the immediate Supervisor the employee/s may bypass this level in the procedure.

- 3.1.2 If the grievance or dispute is not resolved under clause 3.1.1, the employee or the employee's representative may refer the matter to the next higher level of management for discussion. Such discussion should, if possible, take place within 24 hours after the request by the employee or the employee's representative.
- 3.1.3 If the grievance involves allegations of unlawful discrimination by a Supervisor the employee may commence the grievance resolution process by reporting the allegations to the next level of management beyond that of the Supervisor concerned. If there is no level of management beyond that involved in the allegation the employee may proceed directly to the process outlined at clause 3.1.5.
- 3.1.4 If the grievance or dispute is still unresolved after discussions mentioned in clause 3.1.2, the matter shall, in the case of a member of a Union, be reported to the relevant officer of that Union and the senior management of the employer or the employer's nominated industrial representative. An employee who is not a member of a Union may report the grievance or dispute to senior management or the nominated industrial representative. This should occur as soon as it is evident that discussions under clause 3.1.2 will not result in resolution of the dispute.
- 3.1.5 If, after discussion between the parties, or their nominees mentioned in clause 3.1.4, the dispute remains unresolved after the parties have genuinely attempted to achieve a settlement thereof, then notification of the existence of the dispute is to be given to the Commission in accordance with the provisions of the Act.
- 3.1.6 Whilst all of the above procedure is being followed, normal work shall continue except in the case of a genuine safety issue.
- 3.1.7 The *status quo* existing before the emergence of the grievance or dispute is to continue whilst the above procedure is being followed.
- 3.1.8 All parties to any dispute shall give due consideration to matters raised or any suggestion or recommendation made by the Commission with a view to the prompt settlement of the dispute.
- 3.1.9 Any Order or Decision of the Commission (subject to the parties' right of appeal under the Act) will be final and binding on all parties to the dispute.
- 3.1.10 Discussions at any stage of the procedure shall not be unreasonably delayed by any party, subject to acceptance that some matters may be of such complexity or importance that it may take a reasonable period of time for the appropriate response to be made. If genuine discussions are unreasonably delayed or hindered, it shall be open to any party to give notification of the dispute in accordance with the provisions of the Act.

PART 4 - EMPLOYER AND EMPLOYEES' DUTIES, EMPLOYMENT RELATIONSHIP AND RELATED ARRANGEMENTS

4.1 Contract of employment

At the point of engagement of each employee, the employer shall specify in writing whether the engagement is on a full-time, part-time or casual basis and whether any other conditions such as probation apply.

Full-time employees shall be provided with a minimum of 40 hours employment or payment therefor in each week.

4.2 Part-time employment

4.2.1 A part-time employee is an employee who:

- (a) is employed for not less than 8 hours per week and for not more than 32 ordinary hours per week; and
- (b) is rostered for a minimum of 4 consecutive hours on any shift or day.

4.2.2 At the time of engagement the employer and the part-time employee will agree in writing the number of ordinary hours worked each week.

4.2.3 Any agreed variation to the number of ordinary hours worked will be recorded in writing.

4.2.4 A part-time employee's roster may be altered by the employer giving notice to the employee in accordance with clause 6.2:

Provided that the agreed number of ordinary hours per week can only be amended in accordance with 4.2.3.

4.2.5 All time worked outside the ordinary daily and weekly hours specified in the employee's roster will be overtime and paid for at the rates prescribed in clause 6.3 (Overtime) of this Award.

- 4.2.6 A part-time employee employed under the clause 4.2 must be paid for ordinary hours worked at the rate of 1/40 of the weekly rate prescribed for the class of work performed.
- 4.2.7 A part-time employee will receive proportionate pay and employment conditions to those of full-time employees.
- 4.2.8 Where a public holiday falls on a day upon which an employee is normally employed, that employee shall be paid the appropriate rate for the number of hours normally worked on that day. An employee's regular roster will not be altered to avoid this obligation.
- 4.2.9 Where an employee and their employer agree in writing, part-time employment may be converted to full-time, and vice-versa on a permanent basis or for a specified period of time. If such an employee transfers from full-time to part-time (or vice-versa), all accrued award and legislative entitlements shall be maintained. Following transfer to part-time employment accrual will occur in accordance with the provisions relevant to part-time employment.

4.3 Casual employment

- 4.3.1 Casual employees shall be paid at the rate of ordinary time, plus 23%, with a minimum of 4 hours' employment.
- 4.3.2 Any casual employee working 36 ordinary working hours, or over, shall not be deemed a casual worker:
- 4.3.3 A casual employee may be engaged to relieve a full-time employee for absences of sick leave, annual leave, long service leave and workers' compensation leave on the basis of 40 hours per week over the normal spread of hours, with a maximum of 6 weeks in any one instance.

4.4 Work practices and requirements

- 4.4.1 All employees shall undertake such duties in relation to the operation of tourist vessels, including public relations, which are consistent with the running of tourist vessels. Improved co-operation between employees and the extra effort towards improving passengers' convenience and comfort should lead to improved productivity and positive, immediate and future benefits to the employer's business.

4.5 Incidental and peripheral tasks

- 4.5.1 An employer may direct an employee to carry out such duties as are reasonably within the limits of the employee's skill, competence and training.
- 4.5.2 An employer may direct an employee to carry out such duties and use such tools and equipment as may be required provided that the employee has been properly trained in the use of such tools and equipment (where relevant).
- 4.5.3 Any direction issued by an employer pursuant to clause 4.5.1 and 4.5.2 shall be consistent with the employer's responsibilities to provide a safe and healthy working environment.

4.6 Anti-discrimination

- 4.6.1 It is the intention of the parties to this Award to prevent and eliminate discrimination, as defined by the *Anti-Discrimination Act 1991* and the *Industrial Relations Act 1999* as amended from time to time, which includes:
- (a) discrimination on the basis of sex, marital status, family responsibilities, pregnancy, parental status, age, race, impairment, religion, political belief or activity, trade union activity, lawful sexual activity and association with, or relation to, a person identified on the basis of any of the above attributes;
 - (b) sexual harassment; and
 - (c) racial and religious vilification.
- 4.6.2 Accordingly, in fulfilling their obligations under the grievance and dispute settling procedure in clause 3.1, the parties to this Award must take reasonable steps to ensure that neither the Award provisions nor their operation are directly or indirectly discriminatory in their effects.
- 4.6.3 Under the *Anti-Discrimination Act 1991* it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- 4.6.4 Nothing in clause 4.6 is to be taken to affect:

- (a) any different treatment (or treatment having different outcomes) which is specifically exempted under the *Anti-Discrimination Act 1991*;
- (b) an employee, employer or registered organisation, pursuing matters of discrimination, including by application to the Human Rights and Equal Opportunity Commission/Anti-Discrimination Commission Queensland.

4.7 Termination of employment

4.7.1 Statement of employment

The employer shall, in the event of termination of employment, provide upon request to an employee who has been terminated a written statement specifying the period of employment and the classification or type of work performed by the employee.

4.7.2 Termination by employer

- (a) In order to terminate the employment of an employee the employer shall give the following notice:

Period of Continuous Service	Period of Notice
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

- (b) In addition to the notice in clause 4.7.2(a), employees over 45 years of age at the time of giving of notice and with not less than 2 years' continuous service, shall be entitled to an additional week's notice.

- (c) Payment in lieu of notice shall be made if the appropriate notice is not given:

Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.

- (d) In calculating any payment in lieu of notice the ordinary time rate of pay for the employee concerned shall be used.

- (e) The period of notice in clause 4.7.2 shall not apply in the case of dismissal for misconduct or other grounds that justify instant dismissal, or in the case of casual employees, or employees engaged for a specific period of time or for a specific task or tasks.

4.7.3 Return to place of engagement

If the employment of any employee is terminated by the employer elsewhere than at the place of engagement, for any reason other than misconduct, the employer shall be responsible for conveying the employee to the place of engagement where necessary.

4.7.4 Notice of termination by employee

The notice of termination required to be given by employees (other than casuals) will be one week.

If an employee fails to give notice the employer will have the right to withhold monies due to the employee with the maximum amount equal to the ordinary time rate for the period of notice.

4.8 Continuity of service - transfer of calling

In cases where a transfer of calling occurs, continuity of service should be determined in accordance with sections 67-71 of the Act as amended from time to time.

PART 5 - WAGES AND WAGE RELATED MATTERS

5.1 Wages

- 5.1.1 The minimum weekly wages to be paid to Masters, Engineers, Principals in Charge and Launch Masters shall be:

Classification	Award Rate Per Week	
	Master	Engineer
	\$	\$

On motor boats or motor vessels up to 100B.H.P./74.5 kW B.P.	652.80	647.60
On motor boats or motor vessels exceeding 101 B.H.P./74.5 kW B.P. but not exceeding 282 B.H.P./210 kW B.P.	661.10	658.20
On motor boats or motor vessels exceeding 283 B.H.P./210 kW B.P. but not exceeding 480 B.H.P./360 kW B.P.	669.40	669.40
On motor boats or motor vessels exceeding 481 B.H.P./360 kW B.P. but not exceeding 800 B.H.P./596 kW B.P.	682.20	682.20
On motor boats or motor vessels exceeding 801 B.H.P./596 kW B.P. but not exceeding 1130 B.H.P./845 kW B.P.	694.00	694.00
On motor boats or motor vessels exceeding 1131 B.H.P./845 kW B.P. but not exceeding 1450 B.H.P./1083 kW B.P.	709.40	709.40
On motor boats or motor vessels exceeding 1451 B.H.P./1083 kW B.P. but not exceeding 1850 B.H.P./1345 kW B.P.	726.80	726.80
On motor boats or motor vessels exceeding 1851 B.H.P./1345 kW B.P. but not exceeding 2150 B.H.P./1606 kW B.P.	751.20	751.20
On motor boats or motor vessels exceeding 2151 B.H.P./1606 kW B.P. but not exceeding 2500 B.H.P./1866 kW B.P.	775.80	775.80

5.1.2 In addition to the above weekly rates of pay employees working on vessels required to undertake trips where delays and/or hours of work are affected by tidal influences shall be paid a loading of 10% to compensate for disabilities of irregular hours etc. whilst so employed:

Provided that such loading shall not be taken into consideration in computation of overtime.

5.1.3 In this Award the engine power rating of the vessel means the total engine power.

NOTE: The rates of pay in this Award are intended to include the arbitrated wage adjustment payable under the 1 September 2010 Declaration of General Ruling and earlier Safety Net Adjustments and arbitrated wage adjustments. This arbitrated wage 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 payments include wages payable pursuant to certified agreements, currently operating enterprise flexibility agreements, Queensland workplace agreements, award amendments 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 State Wage Cases or under the current Statement of Principles, excepting those resulting from enterprise agreements, are not to be used to offset arbitrated wage adjustments.

5.2 Allowances

5.2.1 *Meals* - The employer shall supply meals or \$9.60 in cash for every complete 24 hour day on vessels employed on Bay trips or Bay and River work, whereby the employee is away from home during such day.

This shall include meals of suitable meat, vegetables in season, and desert, together with tea or coffee.

5.2.2 *Meal allowance*

(a) Any employee, unless notified the previous day that they will be required to work overtime, shall be paid \$9.60 for every meal while working overtime.

(b) The following employers:

- Pioneer Concrete (Queensland) Pty. Ltd.
- Marine Pacific Australia Pty. Ltd.
- Stradbroke Ferries
- Boral Resources (Qld.) Pty. Ltd.

shall pay to their employees on rostered overtime for 3 or more days per week, a weekly rate of 3 times the amount specified in clause 5.2.2(a) as reimbursement for meals purchased during overtime periods.

This payment shall apply in lieu of any entitlement to meal allowances except in circumstances where employees are called in to work overtime on a rostered day off or work overtime without being notified the previous day in which case the meal allowance shall apply.

5.2.3 Telephone expenses

Each employee shall be reimbursed the amount of \$56.25 per annum for telephone calls made by them on the employer's business. This payment may be made on a weekly or fortnightly basis. An employee who resigns or retires shall be paid *pro rata* of the above amount.

5.3 Payment of wages

5.3.1 Payment of wages shall be made weekly on a day fixed by mutual agreement between the employer and the employee, and shall be made in the employer's time:

Provided that where there is mutual agreement between the employer and the employee or the majority of employees concerned, wages may be paid fortnightly.

5.3.2 Wages may be paid by cash or by electronic funds transfer into the employee's nominated bank, credit union or building society account:

Provided that where payment is made by electronic funds transfer, the employee's wages in full must be available to the employee in the nominated account on the agreed payday.

5.4 Superannuation

5.4.1 *Application* - In addition to the rates of pay prescribed by this Award, eligible employees (as defined in clause 5.4.3(b)) shall be entitled to occupational superannuation benefits, subject to the provisions of clause 5.4.

5.4.2 Contributions

(a) Amount - As from 1 January 2005 every employer shall contribute on behalf of each eligible employee an amount calculated at 9% of the employee's ordinary time earnings, into an approved fund, as defined in this clause. Each such payment of contributions shall be rounded off to the nearest ten (10) cents:

Provided that where an employee is absent and is receiving by way of workers' compensation an amount of money no less than the award rate of pay the contribution shall be calculated at 3%.

(b) Regular payment - The employer shall pay such contributions to the credit of each eligible employee at least once each calendar month or in accordance with the requirements of the approved fund trust deed.

(c) Minimum level of earnings - As from 1 January 2005 no employer shall be required to pay superannuation contributions on behalf of any eligible employee in respect of any month during which the employee's ordinary time earnings, as defined, is less than \$450.00.

(d) Absences from work - Contributions shall continue to be paid on behalf of an eligible employee during any absence on paid leave such as annual leave, long service leave, public holidays, sick leave and bereavement leave, but no employer shall be required to pay superannuation contributions on behalf of any eligible employee during any unpaid absences except in the case of absence on workers' compensation.

(e) Other contributions - Nothing in clause 5.4 shall preclude an employee from making contributions to a fund in accordance with the provisions of the trust deed of the fund.

(f) Cessation of contributions - An employer shall not be required to make any further contributions on behalf of an eligible employee for any period after the end of the ordinary working day upon which the contract of employment ceases to exist.

(g) No other deductions - No additional amounts shall be paid by the employer for the establishment, administration, management or any other charges in connection with the fund other than the remission of

contributions as prescribed in clause 5.4.

5.4.3 Definitions

- (a) "Approved fund" means a fund (as defined in clause 5.4.3(c)) approved for the purposes of clause 5.4 by the Commission as one to which occupational superannuation contributions may be made by an employer on behalf of an employee, as required by clause 5.4. Such approved fund may be individually named or may be identified by naming a particular class or category.
- (b) "Eligible employee" means any employee who has been employed by the employer during 5 consecutive weeks and who has worked a minimum of 50 hours during that period. After completion of the above qualifying period, superannuation contributions shall then be made in accordance with clause 5.4.2 effective from the commencement of that qualifying period.
- (c) "Fund" means a superannuation fund satisfying the Commonwealth legislation for occupational superannuation funds and satisfying the superannuation fund conditions in relation to a year of income, as specified in the relevant Act and complying with the operating standards as prescribed by Regulations made under the relevant Act. In the case of a newly established fund, the term shall include a superannuation fund that has received a notice of preliminary listing from the Insurance and Superannuation Commissioner.
- (d) "Ordinary time earnings" for the purposes of clause 5.4 means the actual ordinary time rate of pay the employee receives for ordinary hours of work including shift loading, skill allowances and leading hand allowances, where applicable. The term includes any over-award payment as well as casual rates received for ordinary hours of work. Ordinary time earnings shall not include overtime, disability allowances, commission, bonuses, lump sum payments made as a consequence of the termination of employment, annual leave loading, penalty rates for public holiday work, fares and travelling time allowances or any other extraneous payments of a like nature.

5.4.4 For the purposes of this Award, an approved fund shall be:

- (a) Sunsuper; or
- (b) Any named Fund as is agreed to between the relevant employer/Unions parties to this Award and as recorded in an approved Industrial Agreement.
- (c) In the case of a minority group of employees of a particular employer, any industry, multi-industry or other fund which has been approved in an award or an agreement approved by an Industrial Tribunal whether State or Federal jurisdiction which has already had practical application to the majority of award employees of that employer.
- (d) As to employees who belong to the religious fellowship known as the Brethren, who hold a Certificate issued pursuant to section 115 of the Act and are employed by an employer who also belongs to that fellowship any fund nominated by the employer and approved by the Brethren.
- (e) Any Fund agreed between an employer and an employee who holds a Certificate issued pursuant to section 115 of the Act where membership of a fund cited in this Award would be in conflict with the conscientious beliefs of that employee in terms of section 115 of the Act.
- (f) In relation to any particular employer, any other established fund to which that employer was already actually making regular and genuine contributions in accordance with clause 5.4.2 on behalf of at least a significant number of that employer's employees covered by this Award as at 29 September 1989 and continues to make such contribution.
- (g) The employer and employee may agree to have the employee's superannuation contributions made to an approved superannuation fund, other than those specified in this Award.
 - (i) Any such agreement must be recorded in writing and signed by the employer and employee and kept on the employee's file.
 - (ii) A person must not coerce someone else to make an agreement.
 - (iii) Such agreement, where made, will continue until such time as the employer and employee agree otherwise, and shall be made available to relevant persons for the purposes of sections 371 and 373 (inspection of time and wage records) of the Act.
 - (iv) Any dispute arising out of this process will be handled in accordance with the grievance and dispute settlement procedure in clause 3.1.

5.4.5 *Challenge of a fund*

- (a) An eligible employee being a member or a potential member of a fund, as well as the relevant Union, may by notification of a dispute to the Commission challenge a fund on the grounds that it does not meet the requirements of clause 5.4.
- (b) Notwithstanding that the Commission determines that a particular fund does not meet the requirements of clause 5.4, the Commission may in its discretion and subject to any recommendation, direction or order it may make, recognise any or all of the contributions previously made to that fund as having met the requirements or part thereof of clause 5.4.2 up to and including the date of that determination.
- (c) In the event of any dispute over whether any fund complies with the requirements of clause 5.4, the onus of proof shall rest upon the employer.

5.4.6 *Fund selection*

- (a) No employer shall be required to make or be prevented from making, at any one time, contributions into more than one approved fund. Such fund, other than a fund referred to in clauses 5.4.4(c), (d), (e), (f) and (g) shall be determined by a majority decision of employees.
- (b) Employees who are members of an established fund covered by clause 5.4.4(f) shall have the right by majority decision to choose to have the contributions specified in clause 5.4.2 paid into a fund as provided for elsewhere in clause 5.4.4 in lieu of the established fund to which clause 5.4.4(f) has application.
- (c) The initial selection of a fund recognised in clause 5.4.4 shall not preclude a subsequent decision by the majority of employees in favour of another fund recognised under that clause where the long term performance of the fund is clearly disappointing.
- (d) Where this provision has been utilised and as a result another approved fund is determined, access to a further re-appraisal of the fund for the purpose of favouring yet another fund shall not be available until a period of 3 years has elapsed after that utilisation of this provision.

5.4.7 *Enrolment*

- (a) Each employer to whom clause 5.4 applies shall as soon as practicable as to both current and future eligible employees:
 - (i) notify each employee of the employee's entitlement to occupational superannuation;
 - (ii) consult as may be necessary to facilitate the selection by employees of an appropriate fund within the meaning of clause 5.4.4;
 - (iii) take all reasonable steps to ensure that upon the determination of an appropriate fund, each eligible employee receives, completes, signs and returns the necessary application form/s provided by the employer, to enable that employee to become a member of the fund; and
 - (iv) submit completed application form/s and any other relevant material to the trustees of the fund.
- (b) Each employee upon becoming eligible to become a member of a fund determined in accordance with clause 5.4 shall:
 - (i) complete and sign the necessary application form/s to enable that employee to become a member of that fund; and
 - (ii) return such form/s to the employer within 28 days of receipt of the application form/s in order to be entitled to the benefit of the contributions prescribed in clause 5.4.2.
- (c) Where an employer has complied with the requirements of clause 5.4.7(a) and an eligible employee fails to complete, sign and return the application form/s within 28 days of the receipt by the employee of that form/s, then that employer shall:
 - (i) Advise the eligible employee in writing of the non-receipt of the application form/s and further advise the eligible employee that continuing failure to complete, sign and return such form/s within 14 days could jeopardise the employee's entitlement to the occupational superannuation benefit prescribed by clause 5.4.
 - (ii) In the event that the eligible employee fails to complete, sign and return such application form/s within the specified period of 14 days be under no obligation to make any occupational superannuation

contributions in respect of such eligible employee excepting as from any subsequent date from which the completed and signed application form/s is received by the employer.

- (iii) In the event that the eligible employee fails to return a completed and signed application form/s within a period of 6 months from the date of the original request by the employer, again advise that eligible employee in writing of the entitlement and that the receipt by the employer of a completed and signed application form/s is a pre-requisite to the payment of any occupational superannuation contributions.
 - (iv) At the same time as advising the eligible employee pursuant to clause 5.4.7(c)(iii) submit both to the Chief Industrial Inspector, Brisbane and to the relevant Union a copy of each letter forwarded by the employer to the eligible employee pursuant to clauses 5.4.7(c)(i) and 5.4.7(c)(iii).
- (d) Where an employer fails to provide an eligible employee with an application form/s in accordance with clause 5.4.7(a)(iii) the employer shall be obliged to make contributions as from the date the employee became an eligible employee provided that the eligible employee completes, signs and returns to the employer an application form/s within 28 days of being provided with the application form/s by the employer. Where the eligible employee fails to complete, sign and return an application form/s within such period of 28 days the provisions of clause 5.4.7(c) shall apply.

5.4.8 *Unpaid contributions*

Subject to Chapter 11, Part 2, Division 5 of the Act and to clause 5.4.5, where the discretion of the Commission has been exercised, should it be established that the employer has failed to comply with the requirements of clause 5.4.2 in respect of any eligible employee such employer shall be liable to make the appropriate contributions retrospectively to the date of eligibility of the employee, plus an amount equivalent to the rate of return those contributions would have attracted in the relevant approved fund, or as necessary a fund to be determined by the Commission under clause 5.4.5, had they been paid on the due dates.

The making of such contributions satisfies the requirements of clause 5.4 excepting that resort to clause 5.4.8 shall not limit any common law action which may be available in relation to death, disablement or any similar cover existing within the terms of a relevant fund.

5.4.9 *Exemptions*

- (a) An employer may apply to the Commission for exemption from all or any of the provisions of clause 5.4 in the following circumstances:
 - (i) Incapacity to pay the costs associated with its implementation; or
 - (ii) Any special or compelling circumstances peculiar to the business of the employer.

PART 6 - HOURS OF WORK, BREAKS, OVERTIME, WEEKEND WORK

6.1 Hours of work

- 6.1.1 The ordinary working hours of employees on vessels remaining in port shall be 8 hours per day between the hours of 6.00 a.m. and 6.00 p.m. from Monday to Friday inclusive.
- 6.1.2 The ordinary working hours of employees who are engaged on pleasure cruises, or excursions or conveying passengers and/or cargo, extending beyond 24 hours away from their home port, shall not exceed 8 hours per day nor 40 hours per week, worked between the hours of 6.30 a.m. and 6.30 p.m. Mondays to Sundays inclusive.
- 6.1.3 The ordinary working hours of employees who are engaged on pleasure cruises, or excursions or conveying passengers, shall not exceed 8 hours per day nor 40 hours per week, worked between the hours of 5.30 a.m. and 7.30 p.m. Mondays to Sundays inclusive.
- 6.1.4 All work performed on a Saturday shall be paid for at the rate of time and a-half for the first 3 hours and double time thereafter.
- 6.1.5 All work performed on a Sunday shall be paid for at the rate of double time with a minimum payment of 4 hours.
- 6.1.6 There shall be no break in the ordinary hours on any day:

Provided that when vessels are away from the recognized home port, on completion of the ordinary days work of 8 hours, the employee shall be paid at the appropriate overtime rates.

6.2 Rosters

- 6.2.1 Every employee shall be rostered off for one clear day in each week. Such day to be nominated by the employer in each week's roster. Should an employee be required to work on their clear day off, they shall be paid at the rate of double time with a minimum payment as for 5 hours. Such clear day once nominated shall not be altered except with the agreement of employer and employee.
- 6.2.2 A weekly work roster, to be displayed on a notice board accessible to all employees, shall be posted each Thursday by 4 p.m. for the next week's work. Employees not having access to a notice board shall be supplied with a typed sheet setting out the next week's work roster each Thursday by 4 p.m.:

Provided that in circumstances where it is not possible for the employer to establish a roster, agreement shall be reached between the employer and the employee(s) directly affected as to the method of arranging working hours and the notification to be given to employees and failing agreement the matter may be processed through the grievance and dispute settling procedure in this Award.

6.3 Overtime

- 6.3.1 All time worked in excess of that provided for in clause 6.1 (Hours of work) or before the ordinary starting time or after the ordinary ceasing time shall be deemed overtime. Each day to stand by itself when overtime is being computed, except where an employee commences overtime on one day and continues to work such overtime into the next day.
- 6.3.2 All overtime, except as herein provided, shall be paid for at one and a-half times the ordinary rate for the first 3 hours, after which double time shall be paid until the ordinary starting time next morning.
- 6.3.3 A minimum payment of 3 hours' overtime at the appropriate rate will apply except where overtime is continuous with ordinary working hours.
- 6.3.4 Employees shall be paid at overtime rates in 15 minute periods with the qualifying period being work in excess of 5 minutes in each 15 minute period.

Note: A 15 minute period is 1/4 hour, 1/2 hour, 3/4 hour.

6.3.5 Minimum break

- (a) Employees shall receive a minimum break of 8 hours between trips.
- (b) If an employee is recalled to work after the cessation of work on one trip, without having had an 8 hour break, the employee shall be paid for the break and the trip as though they are a continuation of the previous trip.
- (c) When an employee is informed that their services are not required after the employee has actually reported for work, at the prior direction of their employer, the employee shall be paid as for 4 hours at the applicable rate.

6.4 Meal intervals

- 6.4.1 *Other than passenger vessels* - An employee shall be allowed a meal interval of one hour between the fourth and sixth hour of their ordinary day's work. If required to work overtime for more than one hour after normal ceasing time one hour shall be allowed for a meal. Such meal hours shall not be counted as working time.
- 6.4.2 Should an employee be required to work during such meal hour, they shall, in addition to their wages, receive double time for the time worked during such meal hour.
- 6.4.3 *Passenger vessels* - On passenger vessels, the meal hours shall be:
- Breakfast - one hour between 7 a.m. and 9 a.m.; dinner - one hour between 12 noon and 2 p.m.
- 6.4.4 When an employee is required to continue working after 6 p.m. the employee shall be provided with one hour for tea immediately following 6 p.m.:

Provided that in the case of passenger vessels returning alongside the wharf between 5 p.m. and 7 p.m., the provision for such meal hour shall not apply.

- 6.4.5 Should an employee be not allowed a full hour for meals, the employee shall be paid double rates for the time worked during the meal hour.

6.5 Rest pause

Every employee governed by this Award shall be entitled to a paid rest pause of not less than 10 minutes' duration in the first and second half of their daily work. Such rest pauses shall be taken at such times as will not interfere with continuity of work where the employer considers continuity is necessary.

PART 7 - LEAVE OF ABSENCE AND PUBLIC HOLIDAYS

7.1 Annual leave

7.1.1 Every employee (other than a casual employee) covered by this Award shall at the end of each year of employment be entitled to an annual leave on full pay of 4 weeks.

7.1.2 Such annual leave shall be exclusive of any public holiday which may occur during the period of that annual leave and (subject to clause 7.1.5) shall be paid for by the employer in advance:

(a) In the case of any and every employee in receipt immediately prior to that leave of ordinary pay at a rate in excess of the ordinary rate payable under this Award, at that excess rate; and

(b) In every other case, at the ordinary rate payable to the employee concerned immediately prior to that leave under this Award.

7.1.3 If the employment of any employee is terminated at the expiration of a full year of employment, the employer shall be deemed to have given the leave to the employee from the date of the termination of the employment and shall forthwith pay to the employee in addition to all other amounts due, payment calculated in accordance with 7.1.5, for 4 weeks and also their ordinary pay for any public holiday occurring during such period of 4 weeks.

7.1.4 If the employment of any employee is terminated before the expiration of a full year of employment, such employee shall be paid, in addition to all other amounts due, an amount equal to one-twelfth of their pay for the period of employment calculated in accordance with clause 7.1.5.

7.1.5 Calculation of annual leave pay

(a) Annual leave pay (including any proportionate payments) shall be no less than the employee's ordinary wage rate as prescribed by this Award, excluding weekend penalty payments for the period of the annual leave plus a loading of 17.5%.

(b) The 17.5% loading shall not apply to:

(i) any period or periods of annual leave exceeding 4 weeks; or

(ii) employees who receive an annual leave bonus, loading or other annual leave payment which is not less favourable.

7.2 Sick leave

7.2.1 Entitlement

(a) Every employee, except casuals is entitled to 8 days' sick leave for each completed year of their employment with their employer;

(b) This entitlement will accrue at the rate of one day's sick leave for each 6 weeks of employment.

(c) Payment for sick leave will be made based on the number of ordinary time hours which would have been worked if the employee were not absent on sick leave.

(d) Sick leave may be taken for part of a day.

(e) Sick leave shall be cumulative, but unless the employer and employee otherwise agree, no employee shall be entitled to receive, and no employer shall be bound to make, payment for more than 13 weeks' absence from work through illness in any one year.

(f) "Day" means each period of 24 hours from the commencement of the job.

7.2.2 Employee must give notice

The payment of sick leave is subject to the employee promptly advising their employer of their absence and its expected duration.

7.2.3 Evidence supporting a claim

When the employee's absence is for more than 2 days the employee is required to give the employer a doctor's certificate, or other reasonably acceptable evidence, about the nature and approximate duration of the illness.

7.2.4 *Accumulated sick leave*

An employee's accumulated sick leave entitlements are preserved when:

- (a) The employee is absent from work on unpaid leave granted by the employer;
- (b) The employer or employee terminates the employee's employment and the employee is re-employed within 3 months;
- (c) The employee's employment is terminated because of illness or injury and the employee is re-employed by the same employer without having been employed in the interim.

The employee accumulates sick leave entitlements whilst absent from work on paid leave granted by the employer.

7.2.5 *Workers' compensation*

Where an employee is in receipt of workers' compensation, the employee is not entitled to payment of sick leave.

7.3 Long service leave

All employees covered by this Award are entitled to long service leave on full pay under, subject to, and in accordance with, the provisions of Chapter 2, Part 3, sections 42-58 of the Act as amended from time to time.

7.4 Bereavement leave

7.4.1 *Full-time and part-time employees*

Full-time and part-time employees shall, on the death of a member of their immediate family or household in Australia, be entitled to paid bereavement leave up to and including the day of the funeral of such person. Such leave will be without deduction of pay for a period not exceeding the number of hours worked by the employee in 2 ordinary days of work. Proof of such death is to be furnished by the employee to the satisfaction of the employer.

7.4.2 *Long-term casual employees*

- (a) A long-term casual employee is entitled to at least 2 days unpaid bereavement leave on the death of a member of the person's immediate family or household in Australia.
- (b) A "long-term casual employee" is a casual employee engaged by a particular employer, on a regular and systematic basis, for several periods of employment during a period of at least one year immediately before the employee seeks to access an entitlement under clause 7.4.2.

7.4.3 "Immediate family" includes:

- (a) A spouse (including a former spouse, a *de facto* spouse and a former *de facto* spouse, spouse of the same sex) of the employee; and
- (b) A child or an adult child (including an adopted child, a foster child, an ex-foster child, a stepchild or an ex-nuptial child), parent, grandparent, grandchild or sibling of the employee or spouse of the employee.

7.4.4 *Unpaid leave*

An employee with the consent of the employer, may apply for unpaid leave when a member of the employee's immediate family or household in Australia dies and the period of bereavement leave entitlement provided above is insufficient.

7.5 Family leave

The provisions of the Family Leave Award apply to and are deemed to form part of this Award.

7.5.1 It is to be noted that:

- (a) part-time work can be performed by agreement in the circumstances specified in the Family Leave Award;
- (b) a copy of the Family Leave Award is required to be displayed in accordance with section 697 of the Act.

7.5.2 The Family Leave Award also provides for the terms and conditions of leave associated with:

- (a) Maternity leave
- (b) Parental leave
- (c) Adoption leave
- (d) Special responsibility leave for the care and support of the employee's immediate family or household.

7.6 Public holidays

7.6.1 All work done by any employee on:

- the 1st January;
- the 26th January;
- Good Friday;
- Easter Saturday (the day after Good Friday);
- Easter Monday;
- the 25th April (Anzac Day);
- The Birthday of the Sovereign;
- Christmas Day;
- Boxing Day; or
- any day appointed under the *Holidays Act 1983*, to be kept in place of any such holiday

will be paid for at the rate of double time and a-half with a minimum of 4 hours.

7.6.2 Labour Day

All employees covered by this Award are entitled to be paid a full day's wage for Labour Day (the first Monday in May or other day appointed under the *Holidays Act 1983*, to be kept in place of that holiday) irrespective of the fact that no work may be performed on such day, and if any employee concerned actually works on Labour Day, such employee will be paid a full day's wage for that day and in addition a payment for the time actually worked by the employee at one and a-half times the ordinary time rate of pay prescribed for such work with a minimum of 4 hours.

7.6.3 Annual show

All work done by employees in a district specified from time to time by the Minister by notification published in the *Industrial Gazette* on the day appointed under the *Holidays Act 1983*, to be kept as a holiday in relation to the annual agricultural, horticultural or industrial show held at the principal city or town, as specified in such notification of such district will be paid for at the rate of double time and a-half with a minimum of 4 hours.

In a district in which a holiday is not appointed for an annual agricultural, horticultural or industrial show, the employee and employer must agree on an ordinary working day that is to be treated as a show holiday for all purposes.

7.6.4 Double time and a-half

For the purposes of clause 7.6 "double time and a-half" means one and a-half day's wages in addition to the employee's ordinary time rate of pay or *pro rata* if there is more or less than a day.

7.6.5 Stand down

Any employee, with 2 weeks or more of continuous service, whose employment has been terminated by the employer or who has been stood down by the employer during the month of December, and who is re-employed in January of the following year, shall be entitled to payment at the ordinary rate payable to that employee when they were dismissed or stood down, for any one or more of the following holidays, namely, Christmas Day, Boxing Day and the 1st January (New Year's Day).

7.6.6 Employees shall be entitled to payment for the aforesaid holidays (but not for Easter Saturday except where that day forms part of the ordinary working week) irrespective of the fact that no work may be required to be performed on any such day.

7.6.7 All time worked on any of the aforesaid holidays outside the ordinary starting and ceasing times prescribed by this Award for the day of the week on which such holiday falls shall be paid for at double the rate prescribed by this Award for such time when worked outside the ordinary starting and ceasing times on an ordinary working day.

7.7 Jury service

- (a) An employee, other than a casual employee, required to attend for jury service during their ordinary working hours shall be reimbursed by the employer an amount equal to the difference between the amount paid in respect of their attendance for such jury service and the ordinary pay the employee would have been paid if the employee was not absent on jury service.
- (b) Alternatively, by agreement, fees (other than meal allowance) received by the employee to attend jury service will be paid to the employer and the employer will continue to pay the employee their ordinary pay for the time the employee was absent on jury service.
- (c) Employees shall notify their employer as soon as practicable of the date upon which they are required to attend for jury service and shall provide their employer with proof of such attendance, the duration of such attendance and the amount received in respect thereof.
- (d) If the employee is not required to serve on a jury for a day or part of a day after attending for jury service and the employee would ordinarily be working for all or part of the remaining day, the employee must, if practicable, present for work at the earliest reasonable opportunity.
- (e) "Ordinary pay" means the rate of pay that an employee would normally expect to receive for working ordinary hours on an ordinary day of the week, including any over-award payment. "Ordinary pay" excludes overtime, penalty rates of all types - including those attaching to working ordinary hours (for example) on a Saturday, disability allowances, shift allowances, special rates, fares and travelling time allowances, bonuses and other ancillary payments of a like nature.

PART 8 - TRANSFERS, TRAVELLING AND WORKING AWAY FROM USUAL PLACE OF WORK

8.1 Travelling

An employee travelling to or from their work before public transport has commenced or after public transport has ceased shall be entitled to transport to and from their home at the employer's expense or the employer shall pay to the employee an allowance of \$9.50 per day for supplying their own transport.

PART 9 - TRAINING AND RELATED MATTERS

9.1 Commitment to training and careers

9.1.1 The parties to this Award recognise that in order to increase the efficiency and productivity of the enterprise and also the national and international competitiveness of the industries covered by this Award, a greater commitment to training and skill development is required. Accordingly, the parties commit themselves to:

- (a) developing a more highly skilled and flexible workforce;
- (b) providing employees with career opportunities through appropriate training to acquire additional skills; and
- (c) removing barriers to the use of skills acquired.

PART 10 - OCCUPATIONAL HEALTH AND SAFETY MATTERS, EQUIPMENT, TOOLS AND AMENITIES

10.1 Loss of personal effects

If an employee sustains loss or damage of or to their personal effects, tools or other equipment by fire, foundering, shipwreck, collision, explosion, stranding or by the ingress of oil or water during or in the course of their employment, the employer shall compensate the employee concerned for such loss or damage by a cash payment equivalent to the value of the effects, tools or other equipment so lost or damaged but any such payment shall not exceed the amount of \$200.00.

10.2 Protective clothing

Employees shall be provided, free of charge, with the following items of protective clothing:

- rain coats and trousers;
- sou'wester;
- sea boots;
- working gloves.

10.3 Tools

10.3.1 Where employees are required to provide and use their own tools, the employer shall be responsible for the replacement of such tools broken, worn out, lost or stolen in the course of employment.

10.3.2 Engineers shall maintain a personal tool kit (but not specialist tools) which will allow them to execute basic repairs necessary to keep the vessels running to timetables and to carry out routine maintenance as required.

10.4 Safety courses

All employees will participate in courses specifically directed to the safety of passengers, crew members and the vessels as required. Masters and Engineers will be personally responsible to attend a Safety at Sea Course and a First Aid Course as required by Statutory Authority and to keep these qualifications valid.

10.5 Bedding

10.5.1 When vessels are away from Brisbane during the night, the employer shall supply a mattress, 2 blankets, 2 sheets, one pillow, one pillow slip, towel and soap. Laundering to be the responsibility of the employer.

10.5.2 On termination of employment an employee will be required to hand in to depot office all articles on issue to them. Should the employee fail to produce one or more articles to the employer then the employee will be required to pay to the employer the cost of such articles.

10.6 Accommodation

A wheelhouse, suitable sanitary accommodation, mess room, washbasin, stove, supply of boiling water, refrigerator, or ice-box, and sleeping accommodation, with permanent bunks, shall be installed on all vessels, provided that the foregoing items, in the case of vessels already operating under the terms of this Award, shall be installed where it is reasonable and practicable.

PART 11 - AWARD COMPLIANCE AND UNION RELATED MATTERS

Preamble

Clauses 11.1 and 11.2 replicate legislative provisions contained within the Act. In order to ensure the currency of existing legal requirements parties are advised to refer to sections 366, 372 and 373 of the Act as amended from time to time.

11.1 Right of entry

11.1.1 Authorised industrial officer

- (a) An "Authorised industrial officer" is any Union official holding a current authority issued by the Industrial Registrar.
- (b) Right of entry is limited to workplaces where the work performed falls within the registered coverage of the relevant Union.

11.1.2 Entry procedure

- (a) The authorised industrial officer is entitled to enter the workplace during normal business hours as long as:
 - (i) the authorised industrial officer alerts the employer or other person in charge of the workplace to their presence; and
 - (ii) shows their authorisation upon request.
- (b) Clause 11.1.2(a)(i) does not apply if the authorised industrial officer establishes that the employer or other person in charge is absent.
- (c) A person must not obstruct or hinder any authorised industrial officer exercising their right of entry.
- (d) If the authorised industrial officer intentionally disregards a condition of clause 11.1.2 the authorised industrial officer may be treated as a trespasser.

11.1.3 Inspection of records

- (a) An authorised industrial officer is entitled to inspect the time and wages record required to be kept under section 366 of the Act.

- (b) An authorised industrial officer is entitled to inspect such time and wages records of any former or current employee except if the employee:
 - (i) is ineligible to become a member of the relevant Union; or
 - (ii) is a party to a QWA or ancillary document, unless the employee has given written consent for the records to be inspected; or
 - (iii) has made a written request to the employer that the employee does not want that employee's record inspected.
- (c) The authorised industrial officer may make a copy of the record, but cannot require any help from the employer.
- (d) A person must not coerce an employee or prospective employee into consenting, or refusing to consent, to the inspection of their records by an authorised industrial officer.

11.1.4 *Discussions with employees*

An authorised industrial officer is entitled to discuss with the employer, or a member or employee eligible to become a member of the relevant Union:

- (a) matters under the Act during working or non-working time; and
- (b) any other matter with a member or employee eligible to become a member of the relevant Union, during non-working time.

11.1.5 *Conduct*

An authorised industrial officer must not unreasonably interfere with the performance of work in exercising a right of entry.

11.2 Time and wages record

11.2.1 An employer must keep, at the place of work in Queensland, a time and wages record that contains the following particulars for each pay period for each employee, including apprentices and trainees:

- (a) the employee's award classification;
- (b) the employer's full name;
- (c) the name of the award under which the employee is working;
- (d) the number of hours worked by the employee during each day and week, the times at which the employee started and stopped work, and details of work breaks including meal breaks;
- (e) a weekly, daily or hourly wage rate - details of the wage rate for each week, day, or hour at which the employee is paid;
- (f) the gross and net wages paid to the employee;
- (g) details of any deductions made from the wages; and
- (h) contributions made by the employer to a superannuation fund.

11.2.2 The time and wages record must also contain:

- (a) the employee's full name and address;
- (b) the employee's date of birth;
- (c) details of sick leave credited or approved, and sick leave payments to the employee;
- (d) the date when the employee became an employee of the employer;
- (e) if appropriate, the date when the employee ceased employment with the employer; and

- (f) if a casual employee's entitlement to long service leave is worked out under section 47 of the Act - the total hours, other than overtime, worked by the employee since the start of the period to which the entitlement relates, worked out to and including 30 June in each year.

11.2.3 The employer must keep the record for 6 years.

11.2.4 Such records shall be open to inspection during the employer's business hours by an inspector of the Department of Industrial Relations, in accordance with section 371 of the Act or an authorised industrial officer in accordance with sections 372 and 373 of the Act.

11.3 Union encouragement

Clause 11.3 gives effect to section 110 of the Act in its entirety. Consistent with section 110 a Full Bench of the Commission has issued a Statement of Policy on Union Encouragement (reported 165 QGIG 221) that encourages an employee to join and maintain financial membership of an organisation of employees that has the right to represent the industrial interests of the employees concerned.

11.3.1 Documentation to be provided by employer

At the point of engagement, an employer to whom this Award applies shall provide employees with a document indicating that a Statement of Policy on Union Encouragement has been issued by the Commission, a copy of which is to be kept on the premises of the employer in a place readily accessible by each employee.

The document provided by the employer shall also identify the existence of a union encouragement clause in this Award.

11.3.2 Union delegates

Union delegates and job representatives have a role to play within a workplace. The existence of accredited Union delegates and/or job representatives is encouraged.

The employer shall not unnecessarily hinder accredited Union delegates and/or job representatives in the reasonable and responsible performance of their duties.

11.3.3 Deduction of union fees

Where arrangements can be entered into, employers are encouraged to provide facilities for the deduction and remittance of Union fees for employees who signify in writing to their employer, their desire to have such membership fees deducted from their wages.

SCHEDULE 1

Schedule 1 applies employees employed by:

- Boral Resources (Qld.) Pty. Ltd.,
- Moreton Tug and Barge Co. Pty. Ltd.,
- Pioneer Concrete (Queensland) Pty. Ltd.,
- Marine Pacific Australia Pty. Ltd.,
- MERG Pty. Ltd., Bowen Tug and Bunkering Pty. Ltd.,
- Monarch Sands Pty. Ltd; and

to their employers.

Schedule 1 also applies to any contractor or subcontractor and such contractor's and subcontractor's employees who are engaged by any of the aforesaid employers.

Schedule 1 is to be read and interpreted in conjunction with the above Award provided that where there is an inconsistency between this Schedule and this Award, the Schedule will take precedence.

S1. Hours

S1.1 The ordinary working hours of employees covered by this part of the Award shall be 40 hours per week, and shall be worked between 12 midnight Sunday and 12 midnight Friday.

S1.2 The ordinary daily working hours shall be the same as is clause 6.1 in any period of 24 hours, calculated from 12 midnight Sunday or where work is commenced in any week later than 12 midnight Sunday the actual starting time thereafter.

S2. Overtime

- S2.1 All time worked by employees in excess of 40 hours between midnight Sunday and midnight Friday, or in excess of 8 hours in any period of 24 hours calculated as in clause S1.2 of Schedule 1 shall be deemed to be overtime and shall be paid for at the rate of time and a-half for the first 2 hours and double time thereafter.
- S2.2 All work performed on Saturdays shall be paid for at the rate of time and a-half for the first 2 hours and double time thereafter.
- S2.3 All work performed on Sundays shall be paid for at the rate of double time.
- S2.4 In respect to work performed on Saturdays or Sundays not being continuous with trips the major portion of which are worked on Fridays or Mondays respectively, a minimum payment as for 4 hours shall apply as from the commencement of such work.
- S2.5 When an employee is required to continue work beyond 24 continuous hours and into the next 24 hour period, calculated as in clause S1 of Schedule 1, the employee shall be paid as follows:
- (a) the first 3 hours of the next 24 hour period shall be paid for at the applicable rate plus a loading of 50% at ordinary time rates.
 - (b) the balance of time worked shall be paid for at the applicable rate plus a loading of 100 per cent at ordinary rates.
- S2.6 In calculating overtime, payment shall be rounded off to the nearest 15-minute period.
- Note: A 15-minute period is 1/4 hour, 1/2 hour, and 3/4 hour.

S3. Meal breaks

- S3.1 Employees shall be allowed a meal break of not less than 30 minutes without deduction of pay provided that where practicable such meal breaks shall be allowed between the 4th and 6th hours after commencement of work. If required to work overtime for more than one hour after normal ceasing time employees shall be allowed a further meal break of not less than 30 minutes without deduction of pay.

S4. Call-outs and rest period

- S4.1 Employees shall receive a minimum break of 8 hours between trips.
- S4.2 If an employee is recalled to work after the cessation of work on one trip, without having had an 8 hour break, the employee shall be paid for the break and the trip as though it is a continuation of the previous trip.
- S4.3 Where an employee is required to work an additional trip for which the employee was not rostered on, employee shall be paid at the rate of double time until the completion of such trip:
- Provided that the employee shall not be entitled to this payment if such employee had received 24 hours' prior notice of such alteration to the weekly roster.
- S4.4 When an employee is informed that their services are not required after the employee has actually reported for work, at the prior direction of his employer, the employee shall be paid as for 4 hours at the applicable rate.

S5. Hours allowance

- S5.1 For all time worked between midnight Sunday and midnight Friday before 6 a.m. or after 10 p.m. an allowance at the rate of 25% the ordinary rates set out in clause 5.1 of this Award (Wages) shall be paid for the period in question.
- The provisions of clause 5.1.2 of this Award shall not apply.

S6. Tools

- S6.1 Where employees are required to provide and use their own tools the employer shall be responsible for the replacement of such tools broken, worn out, lost or stolen in the course of employment.

SCHEDULE 2

List of employers with 2nd Tier Orders which to varying degrees modify the provisions of this Award.

<u>Employer</u>	<u>Case No.</u>	<u>Date of Order</u>
B.M.G. Resources Limited	B762/88	22.09.88
Pioneer Concrete (Qld) Pty. Ltd.	B61/89	20.02.89
Stradbroke Ferries Pty. Ltd.	B595/89	15.08.89
Pacific Tug (Aust.) Pty. Ltd.	B800/89	16.10.89

Dated 27 February 2003.

By the Commission,
[L.S.] E. EWALD,
Industrial Registrar.

Operative Date: 28 April 2003