

CITATION: *Masters, Mates and Engineers' Award, Motor Vessels 2500 B.H.P./1866 kW.B.P. and under - State (Excluding the Port of Brisbane) 2003*  
*Reprint of Award - 10 December 2009*  
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QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

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

**MASTERS, MATES AND ENGINEERS' AWARD, MOTOR VESSELS 2500 B.H.P./1866 kW.B.P. AND UNDER - STATE (EXCLUDING THE PORT OF BRISBANE) 2003**

Pursuant to s. 698 of the *Industrial Relations Act 1999*, Masters, Mates and Engineers' Award, Motor Vessels 2500 B.H.P./1866 kW.B.P. and under - State (Excluding the Port of Brisbane) 2003 with all amendments as at 10 December 2009, is hereby reprinted.

I hereby certify that the Award contained herein is a true and correct copy of the Masters, Mates and Engineers' Award, Motor Vessels 2500 B.H.P./1866 kW.B.P. and under - State (Excluding the Port of Brisbane) 2003 as at 10 December 2009.

Dated 10 December 2009.

G.D. Savill  
Industrial Registrar

**MASTERS, MATES AND ENGINEERS' AWARD, MOTOR VESSELS 2500 B.H.P./1866 kW.B.P. AND UNDER - STATE (EXCLUDING THE PORT OF BRISBANE) 2003**

**PART 1 - APPLICATION AND OPERATION**

**1.1 Title**

This Award is known as the Masters, Mates and Engineers' Award, Motor Vessels 2500 B.H.P./1866 kW.B.P. and under - State (Excluding the Port of Brisbane) 2003.

**1.2 Arrangement**

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### **1.3 Application of award**

This Award applies to Masters, Mates, Engineers, Principals-In-Charge and Launch Masters of motor vessels not over 2500 B.H.P./1866 kW.B.P. operating on the Coast of and in the Ports of Queensland (excluding the Port of Brisbane) and engaged in the excursion trade, passenger trade, cargo trade on towage of barges, lighters, punts or other floating material and who are not covered by any other award of this Commission.

### **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, the Merchant Service Guild of Australia, Queensland Section, 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 Enterprise flexibility**

- 2.1.1 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.
- 2.1.2 The consultative processes established in an enterprise in accordance with clause 2.1 may provide an appropriate mechanism for consideration of matters relevant to clause 2.1.1. Union delegates at the place of work may be involved in such discussions.
- 2.1.3 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 Employment categories**

- 4.1.1 Employees covered by this Award shall be advised in writing of their employment category upon appointment. Employment categories are:
- (a) full-time;
  - (b) part-time (as defined); or
  - (c) casual (as defined).
- 4.1.2 The employer will specify the place of engagement prior to the employee commencing work.
- 4.1.3 Full-time employees shall be provided with a minimum of 40 hours employment, or payment in lieu of, 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 amendment 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 the provisions of clause 6.2:
- Provided that the agreed number of ordinary hours per week can only be amended in accordance with clause 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 provisions of this clause 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 1/40th the rate of ordinary time provided for in clause 5.1 plus 23% with a minimum payment of 4 hours' employment.
- 4.3.2 Any employee working in excess of 36 ordinary working hours in any week, shall not be deemed a casual employee:
- 4.3.3 A casual employee may be engaged to relieve a permanent employee for absences of sick leave, annual leave, long service leave and workers' compensation leave on the basis of 40 ordinary hours per week over the normal spread of hours, with a maximum of 6 weeks in any one instance.

### **4.4 Termination of employment**

#### *4.4.1 Statement of employment*

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

#### *4.4.2 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 and over	4 weeks

- (b) In addition to the notice in (a) above, 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 weeks' 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 this clause shall not apply in the case of dismissal for misconduct or other grounds that justified instant dismissal, or in the case of casual or seasonal employees, or to employees on daily hire, or employees engaged for a specific period of time or for a specific task or tasks.

#### *4.4.3 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.

#### *4.4.4 Notice of termination by employee*

The notice of termination required to be given by employees (other than a casual) 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.

### **4.5 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.

### **4.6 Work practices and requirements**

- 4.6.1 *Co-operation and productivity* - 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. Company standing orders will be strictly adhered to.

4.6.2 *Elimination of inefficient practices* - The parties acknowledge that the employer must attain a level of efficiency to be able to compete successfully in the market-place. 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.

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

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

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

#### **4.7 Incidental and peripheral tasks**

4.7.1 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.

4.7.2 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).

4.7.3 Any direction issued by an employer pursuant to clause 4.7.1 and 4.7.2 shall be consistent with the employer's responsibilities to provide a safe and healthy working environment.

#### **4.8 Anti-discrimination**

4.8.1 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.

4.8.2 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.

4.8.3 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.

4.8.4 Nothing in clause 4.8 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.

### **PART 5 - WAGES AND WAGE RELATED MATTERS**

#### **5.1 Wages**

The following shall be the minimum rates of wages payable to employees under this Award:

Where the home port is within the Southern Division

Engine Size	Mates Per Week \$	Masters/Engineers Per Week \$
35 BHP/26 kWBP and Under	-	623.70
36 BHP/26.8 kWBP to 60 BHP/45kWBP	-	631.30
61 BHP/45.5 kWBP to 170 BHP/127 kWBP	-	640.60
171 BHP/127.5 kWBP to 480 BHP/360 kWBP	639.30	650.60
481 BHP/360.5 kWBP to 800 BHP/597 kWBP	639.30	663.80
801 BHP/598 kWBP to 1130 BHP/845 kWBP	639.30	675.90
1131 BHP/845.5 kWBP to 1450 BHP/1083 kWBP	639.30	691.30
1451 BHP/1084 kWBP to 1800 BHP/1345 kWBP	639.30	707.90
1801 BHP/1345 kWBP to 2150 BHP/1606 kWBP	639.30	731.80
2151 BHP/1606 kWBP to 2500 BHP/1866 kWBP	639.30	757.50

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

NOTE 1: The rates of pay in this Award are intended to include the arbitrated wage adjustment payable under the 1 September 2009 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.

NOTE 2: The inclusion in the Schedule of Wages of the classification of Mate is to provide a wage for such classification on vessels which are required by the Marine Board of Queensland to carry a Mate or Mates in the minimum safety manning of the vessels or where the employer requires a mate to be carried.

## 5.2 Divisions and districts

5.2.1 Northern Division - that portion of the coastline north of 21st parallel south latitude.

5.2.2 Mackay Division - that portion of the coastline between 21 degrees and 22 degrees 30 minutes of south latitude.

5.2.3 Southern Division - that portion of the coastline between 22 degrees 30 minutes and 27 degrees south latitude.

5.2.4 *Divisional and District Allowances*

Where the home port is within the Mackay Division, employees shall be paid \$0.90 per week in addition to the rate prescribed above and where the home port is within the Northern Division employees shall be paid \$1.05 per week in addition to the rate prescribed above.

## 5.3 Allowances

5.3.1 *Tools*

- (a) Employees covered by this Award shall receive a weekly tool allowance of \$1.95 to cover the cost of supply and replacement of personal tools used by the employee.
- (b) Tools of Trade for Masters include polaroid sunglasses and binoculars.
- (c) Tools of Trade for Engineers include Kit of Tools and polaroid sunglasses.
- (d) The employer shall provide all necessary specialist tools for routine and emergency maintenance. Should the

employer require the employee to provide additional tools of a basic nature (i.e. multi-meter, shifting spanner, screwdrivers, pocket knife etc.) then a tool allowance in addition to the \$1.95 will be negotiated depending on the scope of toolkit required. Any grievances arising from this clause will be processed through the grievance and disputes settling procedure at clause 3.1

### 5.3.2 *Loading and discharge of cargo and supplies*

An employee directed by the employer to load or discharge cargo including personal belongings of passengers, foodstuffs, beverages, or laundry, shall be paid in addition to wages the amounts set out below when so engaged:

- (a) On vessels including barges and landing craft transporting passengers and cargo including fuel and/or water and roll on/roll off cargoes between the mainland and island resort/s:
  - (i) \$21.20 per week of 5 working days
  - (ii) Where an employee is so engaged in any week in excess of 5 days he/she shall be paid an additional \$4.29 per day
- (b) On vessels (including barges and landing craft) transporting cargo only between the mainland and island resort/s or between island resorts: \$37.04 per trip
- (c) On vessels engaged in overnight cruises
  - one to 6 nights: \$14.25 per trip
- (d) On vessels engaged in overnight cruises
  - over 6 nights: \$21.26 per trip

Provided that:

- (i) an additional amount shall be not payable where the loading or discharge is restricted to ships stores, fuel and/or water cargoes, incidental personal belongings of passengers, or other items required on board exclusively for a day cruise;
- (ii) an employee may be required to supervise the loading or discharge (including roll on/roll off cargoes) where such work is part of their normal duties, without additional payment.

## 5.4 **Payment of wages**

5.4.1 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.

5.4.2 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 pay day.

## 5.5 **Mixed functions**

An employee engaged for more than 4 hours during one day or shift on duties carrying a higher rate than their ordinary classification shall be paid the higher rate for such day or shift. If for 4 hours or less during one day or shift the employee shall be paid the higher rate for 4 hours.

## 5.6 **Superannuation**

5.6.1 *Application* - In addition to the rates of pay prescribed by this Award, eligible employees (as defined in clause 5.6.3(b)) shall be entitled to occupational superannuation benefits, subject to the provisions of clause 5.6.

5.6.2 *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 5.6 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 5.6.

#### 5.6.3 Definitions

- (a) "Approved fund" means a fund (as defined in clause 5.6.3(c)) approved for the purposes of clause 5.6 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 5.6. 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 5.6.2 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 5.6 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.

#### 5.6.4 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 5.6.2 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.

#### 5.6.5 *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 5.6.
- (b) Notwithstanding that the Commission determines that a particular fund does not meet the requirements of clause 5.6, 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 5.6.2 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 5.6, the onus of proof shall rest upon the employer.

#### 5.6.6 *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 5.6.4(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 5.6.4(f) shall have the right by majority decision to choose to have the contributions specified in clause 5.6.2 paid into a fund as provided for elsewhere in clause 5.6.4 in lieu of the established fund to which clause 5.6.4(f) has application.
- (c) The initial selection of a fund recognised in clause 5.6.4 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.

#### 5.6.7 *Enrolment*

- (a) Each employer to whom clause 5.6 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 5.6.4;

- (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 5.6 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 5.6.2.
- (c) Where an employer has complied with the requirements of clause 5.6.7(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 5.6.
  - (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 5.6.7(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 5.6.7(c)(i) and 5.6.7(c)(iii).
- (d) Where an employer fails to provide an eligible employee with an application form/s in accordance with clause 5.6.7(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 5.6.7(c) shall apply.

#### 5.6.8 *Unpaid contributions*

Subject to Chapter 11, Part 2, Division 5 of the Act and to clause 5.6.5, 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 5.6.2 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 5.6.5, had they been paid on the due dates.

The making of such contributions satisfies the requirements of clause 5.6 excepting that resort to clause 5.6.8 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.

#### 5.6.9 *Exemptions*

- (a) An employer may apply to the Commission for exemption from all or any of the provisions of clause 5.6 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 of 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 and/or cargo, not 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 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:  
Provided that a minimum payment of 5 hours will apply to all full-time employees.
- 6.1.6 There shall be no break in the ordinary hours on any day except an interval which shall not exceed 4 hours.
- 6.1.7 When vessels are away from the recognised home port, on completion of the ordinary day's work, of 8 hours, the employee shall be paid \$47.27 per night for standing by. When required to perform active duty due to weather or mechanical breakdown the employee shall be paid at the appropriate overtime rates.
- 6.1.8 *Employee reporting for work*

Should an employee be ordered to return to the vessel and their services are not required, the employee shall be paid as for a minimum of 4 hours at the appropriate rate or 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 disputes settlement procedure in clause 3.1.
- 6.2.3 Subject to 24 hours' prior notice and provided there is agreement between the employer and the employees involved the weekly roster may be altered to suit operational requirements.

## **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 hereinafter provided, shall be paid for at one and a-half times the ordinary rate for the first 2 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 In the event of an employee being required to work more than 2 hours overtime, the employee shall, unless notified the previous day, be paid a meal allowance of \$9.60 or supplied by the employer with a reasonable meal in lieu of such payment.
- 6.3.6 An employee who works so much overtime between the termination of the employee's ordinary work on one day and the commencement of the employee's ordinary work on the next day that the employee has not at least 10 consecutive hours off duty between those times shall, subject to clause 6.3.6 be released after completion of such overtime until the employee has had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

If on the instructions of the employer such an employee resumes or continues work without having had such 10 consecutive hours off duty, the employee shall be paid double rates until the employee is released from duty for such period until the employee has had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

#### **6.4 Meal breaks and rest pauses**

##### *6.4.1 Continuous operations*

- (a) Employees shall be allowed a meal break of not less than 30 minutes without deduction of pay provided where practicable such meal breaks will be allowed between the fourth and sixth hours worked.
- (b) Employees shall arrange between themselves other necessary meal breaks so as to avoid any extra payment by the employer in respect thereof. However, such arrangements shall be subject to the Master's approval.
- (c) The present practices regarding supply of meals shall continue.

##### *6.4.2 Non-continuous operations*

- (a) A non-continuous operation means an operation where employees can be effectively rostered off or relieved to allow a meal break prescribed in clause 6.4.2(b).
- (b) Employees shall be allowed a meal break of a minimum of 30 minutes to a maximum of one hour between the fourth and sixth hours worked.
- (c) Employees shall arrange between themselves other necessary meal breaks so as to avoid any extra payment by the employer in respect thereof.
- (d) Should any employee be required to work during the meal break provided for in clause 6.4.2(b), such employee shall be paid at the rate of double time for such work.

##### *6.4.3 Rest pauses*

Where practicable all employees shall be entitled to a rest pause of 10 minutes' duration in the first and second half of their shift. Such rest pauses shall be taken at times agreed with the Master so as to suit the operational requirements of the vessel.

### **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 holiday 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 7.1.6, 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 1/12th 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 the 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 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.

"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 more than 2 kilometres each way from their place of residence to work, where there is no public transport, before public transport has commenced, after public transport has ceased, or where the employee could not reasonably be required to use public transport, shall be entitled to transport to and from their place of residence at the employer's expense up to a distance of 24 kilometres from the employee's usual starting place; or the employer shall pay to the employee an allowance of \$7.70 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 Food and accommodation**

Whilst away from the vessel's home port an employer shall provide the employee with proper meals and accommodation on the vessel or else pay to the employee all reasonable expenses actually incurred for such meals and accommodation. Whilst at sea every employee shall be provided with proper meals, attendances, bedding and soap, and be supplied once a week with clean bed linen and twice a week with clean towels.

When employees are provided with meals and accommodation on the vessel during their days off the employer shall be entitled to deduct 30c per day from their wages.

### **10.2 Protective clothing**

10.2.1 Employees shall be provided with, free of cost, appropriate good quality protective clothing. The items of wet weather gear issued to the employee/s shall be replaced after fair wear and tear on request.

These items of protective clothing shall only be replaced under the following conditions:

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

### **10.3 Uniforms**

10.3.1 When required by the employer to wear a uniform, the employee shall be supplied with such uniform, free of cost. Such uniform shall be laundered by the employer:

Provided that, if an employee launders all or any part of the uniform such employee shall be paid an allowance of \$3.25 per week:

Provided further that such uniforms when supplied shall be worn as required by the employer.

10.3.2 Employees shall be provided each year with 3 pairs of trousers or shorts and 3 shirts.

10.3.3 Items of clothing, which are not serviceable, shall be replaced on a fair wear and tear basis by the employer upon the employee's surrendering the item/s in question.

## **10.4 Loss of personal effects**

If an employee sustains loss or damage of or to their personal effects, tools or other equipment by theft, fire, foundering, shipwreck, collision, explosion, stranding or by ingress of oil or water during or in the course of 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 \$890.00. The maximum payable for any one article to be limited to \$224.00.

### *10.4.1 Definition of ingress of oil and water*

(a) *Ingress of Oil* - Damage to personal effects shall be deemed to have occurred if oil enters the crew's quarters as the result of:

- (i) a malfunction; or
- (ii) bunkers overflowing during refuelling; or
- (iii) a bunker rupturing; or
- (iv) a fuel pipe leaking.

(b) *Ingress of water* - Damage to personal effects shall be deemed to have occurred if water enters the crew's quarters as the result of:

- (i) a cabin window or port breaking in bad weather; or
- (ii) a leak allowing bilges to flood; or
- (iii) a fresh water or ballast tank leaking; or
- (iv) a deck head leaking; or
- (v) a ballast, raw or fresh water pipe leaking.

## **10.5 Safety courses**

All employees will participate in courses specifically directed to the safety of passengers, crewmembers and the vessels as required. Masters, Mates 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.

## **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**

### **S1 Whitsunday Connections - Shute Harbour**

S1.1 Notwithstanding the provisions of clause 6.1.2 the following provisions shall apply to the Friday night cruise, Shute Harbour - South Molle Island - Shute Harbour conducted by Whitsunday Connections:

- (a) The spread of ordinary hours may be extended to midnight on Friday for the purpose of conducting the above cruise.
- (b) The ordinary hours for employees covered by this Award operating this cruise shall fall between 4.00 p.m. and 12 midnight on Friday.
- (c) In addition to payment for ordinary hours worked, employees operating such cruise shall receive further payment at half-time for hours worked between 7.30 p.m. and 9.30 p.m. and a further payment at single time for hours worked between 9.30 p.m. and midnight.

- (d) All time worked after midnight on Friday shall be paid at double time.
- (e) Should the Friday be a Public Holiday then the provisions of clause 7.6 (Public holidays) shall apply to the employees employed on that Friday night cruise.
- (f) The weekly roster must roster off the employees to undertake the Friday night cruise between 7.00 p.m. Thursday and 4.00 p.m. Friday and also on the Saturday and Sunday following the Friday evening cruise.
- (g) Cancellation of the Friday night cruise shall be advised prior to 5.00 p.m. on Wednesday in which case the employees' roster shall be altered to roster the employee for duty on Friday, subject to the employee's agreement Thursday may be substituted for Friday.

Dated 27 February 2003.

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

Operative Date: 28 April 2003