

Pacific Tug Group Pty Ltd

Harbour Towage Agreement 2024

1. TITLE

1.1 This Agreement shall be known as the Pacific Tug Harbour Towage Agreement 2024.

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3. DEFINITIONS

“Act”	means the Fair Work Act 2009 (Cth) (as varied or replaced).
“AIMPE”	means the Australian Institute of Marine and Power Engineers.
“AMOU”	means the Australian Maritime Officers Union.
“Award”	means the Marine Towing Award 2020.
“Agreement”	means the Pacific Tug (Harbour Towing Agreement, 2024).
“Company” or “Employer”	means Pacific Tug Group Pty Ltd.
“Contract Towing”	coastal and international port to port towing (including emergency and specialist towing)
“Employee”	means an employee of the Company to whom this Agreement applies, who is employed in the classifications as specified in the schedules contained in Clause 15 of this Agreement.
“FWC”	means the Fair Work Commission or its successor.
“Harbour Towing operations.”	means any work on tug boats, in conjunction with harbour towing ship-assist operations.
“Home-Port”	means a port at which the Employee was engaged or at any other port mutually agreed upon between the employer and the Employee.
“MUA”	means the Construction, Forestry, Maritime, Mining and Energy Union (CFMMEU) – Maritime Division (MUA)
“NES”	means the National Employment Standards as contained in part 2-2 of the Fair Work Act 2009.
“Port”	includes a bay, river and or area within harbour limits.
“Tug”	means a self-propelled vessel which is engaged in the towing of trading ships for harbour towing operations
“Union”	means the AMOU or AIMPE or MUA respectively.

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

4. APPLICATION & SCOPE

- 4.1 The Agreement applies to the following parties:
- 4.1.1. Pacific Tug Group Pty Ltd of Suite 8, 119 Colburn Avenue, Victoria Point, Qld 4165 (“the employer” or “the Company”);
 - 4.1.2. The AMOU, AIMPE and MUA providing that, in approving the agreement, FWC notes that the Agreement covers the respective Union; and
 - 4.1.3. Employees (as defined) engaged to work on vessels owned or operated by the employer in Harbour Towage Operations.
- 4.2 This Agreement applies in Australian Ports where the Company may operate in respect of work performed by Employees engaged in harbour towage operations or between ports for this purpose, other than the major ports listed in clause 5.1.
- 4.3 This Agreement is binding on the parties to this Agreement and shall apply to Employees engaged in the classifications set out in the Agreement where employed in Harbour Towage Operations.
- 4.4 This Agreement contains a statement of mutual rights and obligations applying to the Parties and is intended to cover all matters pertaining to wages and conditions of the Employees. Whilst it remains in force, this Agreement shall operate to the exclusion of any other agreement or award including the Pacific Tug (Aust) Regional Ports Harbour Towage Agreement 2019 that may have application to the Employees’ employment now or in the future unless stated otherwise.
- 4.5 The National Employment Standards (NES) apply to all employees as a minimum standard. Where there is an inconsistency between the NES and a clause in this agreement, the NES will apply and the clause of the agreement will not apply, except to the extent that the clause in the agreement provides for a more beneficial outcome for employees than the NES.
- 4.6 The parties agree that up to the nominal expiry date of this Agreement, the Employees, the Union or the Company will not pursue any extra claims relating to salaries, allowances or changes in conditions of employment or any other matters related to the employment of Employees, whether dealt with in this Agreement or not.

5. EXCLUSIONS

- 5.1 This Agreement does not cover Harbour Towage operations in the following major ports:

Port of Melbourne
Port of Newcastle
Port Botany
Port of Gladstone
Fremantle
Port Jackson (Sydney)
Adelaide

Should the company enter into any of these ports on a permanent basis we would develop a port specific Enterprise Agreement to cover that port.

- 5.2 This Agreement does not cover employees employed by Pacific Tug Group Pty Ltd for non-harbour towage operations.

- 5.3** For clarification this Agreement does not cover employees employed by Pacific Tug Group Pty Ltd in the following cases:
- 5.3.1** in work on dredging operations (covered by the Dredging Industry Award 2020 or its successor);
 - 5.3.2** in work on tug and barge operations (covered by the PHEW award or its successor);
 - 5.3.3** on any contract towage operations; or
 - 5.3.4** any form of emergency towage or salvage work as defined in the Marine Towage Award 2020.

6. TERM OF AGREEMENT

- 6.1** This Agreement will operate on and from the 7th day after the date of its approval by the FWC and will have a nominal expiry date of 30 June 2028.

7. ACCESS TO AGREEMENT

- 7.1** Copies of this Agreement will be made available to all Employees who will be covered by this Agreement.

8. OBJECTS OF THE AGREEMENT

- 8.1** This Agreement represents an agreement between the parties to ensure that regional ports can remain competitive and continue the modernisation of the industry by adopting contemporary industrial practices, and recognising that operations in regional ports can be sporadic in nature.
- 8.2** The parties acknowledge that the security of the Employees, and the commercial viability of the Company, is best served by the efficient and reliable provision of towage services to the approval of the port's customers and of the port management.
- 8.3** The objectives of this Agreement are to contribute to the long term improvement in the Company's performance and Employee security in terms of:
- 8.3.1** financial viability;
 - 8.3.2** safety and quality; and
 - 8.3.3** providing an environment that better meets the needs of Employees including continuity of employment and enhanced career prospects.
- 8.4** In developing this Agreement the parties recognise and adopt the following objectives:
- 8.4.1** The parties agree to continually review this Agreement and change workplace practices in order to adopt a culture of continuous development and improvement.
 - 8.4.2** To promote a collective and consultative approach between the parties to foster an environment of trust and open communication.
 - 8.4.3** To utilise the Settlement of Disputes Procedure to resolve grievances or disputes.
- 8.5** This Agreement is established to achieve these objectives
- In a way that is fair and equitable to both the Employees and to the Company.
 - To ensure that the terms and conditions of employment are clearly defined.
 - To ensure a safe and harmonious working environment for all Employees.
 - To allow the management of the Company to conduct its operations consistent with the Agreement.

- 8.6** The parties have a common objective of a safe working environment, of achieving an injury free workplace and the goal of achieving no absences due to workers compensation.
- 8.7** All employees will work in a co-operative manner to ensure safe and efficient operations.
- 8.8** This Agreement contains the flexibility to negotiate port operating practices and allowances for ports that the company are not currently working in, in the interest of job security and in order to be able to successfully tender for, and secure works.
- 8.9** The parties recognise the complexities of Port Operating Practices in differing ports around Australia and additional relevant POP's may be appended as agreed by the parties.

9. CONSULTATION

9.1 This term applies if the employer:

- 9.1.1.** has made a definite decision to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the employees; or
- 9.1.2.** proposes to introduce a change to the regular roster or ordinary hours of work of employees.

Major change

9.2 For a major change referred to in subclause 9.1.1

- 9.2.1.** the employer must notify the relevant employees of the decision to introduce the major change; and
- 9.2.2.** subclauses 9.3 to 9.9 apply.

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

9.4 If:

- 9.4.1.** a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
- 9.4.2.** the employee or employees advise the employer of the identity of the representative; the employer must recognise the representative.

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

- 9.5.1.** discuss with the relevant employees:
- (i) the introduction of the change; and
 - (ii) the effect the change is likely to have on the employees; and
 - (iii) measures the employer is taking to avert or mitigate the adverse effect of the change on the employees; and
- 9.5.2.** for the purposes of the discussion—provide, in writing, to the relevant employees:
- (i) all relevant information about the change including the nature of the change proposed; and
 - (ii) information about the expected effects of the change on the employees; and
 - (iii) any other matters likely to affect the employees.

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

- 9.7** The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
- 9.8** If a term in this agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the employer, the requirements set out in paragraph 9.2.1 and subclauses 9.3 and 9.5 are taken not to apply.
- 9.9** In this term, a major change is likely to have a significant effect on employees if it results in:
- 9.9.1.** the termination of the employment of employees; or
 - 9.9.2.** major change to the composition, operation or size of the employer’s workforce or to the skills required of employees; or
 - 9.9.3.** the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
 - 9.9.4.** the alteration of hours of work; or
 - 9.9.5.** the need to retrain employees; or
 - 9.9.6.** the need to relocate employees to another workplace; or
 - 9.9.7.** the restructuring of jobs.

Change to regular roster or ordinary hours of work

- 9.10** For a change referred to in subclause 9.1.2
- 9.10.1.** the employer must notify the relevant employees of the proposed change; and
 - 9.10.2.** subclauses 9.11 to 9.15 apply.
- 9.11** The relevant employees may appoint a representative for the purposes of the procedures in this term.
- 9.12** If:
- 9.12.1.** a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - 9.12.2.** the employee or employees advise the employer of the identity of the representative;
- the employer must recognise the representative.
- 9.13** As soon as practicable after proposing to introduce the change, the employer must:
- 9.13.1.** discuss with the relevant employees the introduction of the change; and
 - 9.13.2.** for the purposes of the discussion—provide to the relevant employees:
 - (i) all relevant information about the change, including the nature of the change; and
 - (ii) information about what the employer reasonably believes will be the effects of the change on the employees; and
 - (iii) information about any other matters that the employer reasonably believes are likely to affect the employees; and
 - 9.13.3.** invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
- 9.14** However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- 9.15** The employer must give prompt and genuine consideration to matters raised about the change by the relevant employees.
- 9.16** In this term:

relevant employees means the employees who may be affected by a change referred to in subclause 9.1.

10. SETTLEMENT OF DISPUTES PROCEDURE

10.1 In the event of any dispute arising under this Agreement, in relation to the interpretation or application of this agreement or the NES, or arising in the course of employment, the following procedures will apply.

All parties will, without exception, consult in good faith in an effort to reach an expeditious resolution of the matter.

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

10.2.1 Any grievance, claim or dispute which arises in relation to a matter/s other than those prescribed and intended to be covered by the procedure prescribed by Clause 10.7(HSE related) shall, where possible, be settled by discussion on the job between the Employee(s) or his/ her/ their on-board nominated representative and the Master of the Vessel. If an Employee raises a claim or dispute whilst on leave, the issue will be dealt with either by the Master of the Vessel upon the Employee's return to work or by his/her immediate Supervisor or Manager either while the Employee is still absent on leave and/or following his/her return.

10.2.2 Any grievance, claim or dispute which arises in relation to or includes a matter/s concerning an Employee's health, safety and/or the work environment in which the Employee is operating (HSE issues), shall be dealt with in accordance with the prescriptions of Clause 10.7.

10.2.3 If a matter/s in Clause 10.2.1 is not resolved at that level, the matter will be further discussed between the affected Employee(s), his/her/their on-board nominated representative and senior management and/or the manager responsible for industrial relations or their representative.

10.2.4 Should the matter still not be resolved, the affected Employees and his/ her/ their representative shall discuss the matter with senior management and/or the manager responsible for industrial relations.

10.2.5 In the event that the proceeding steps have failed to resolve the matter and/or dispute, any person covered by this Agreement or other nominated representative may refer the dispute to the Fair Work Commission (FWC) for conciliation and/or arbitration pursuant to Section 739 and Section 595 of the Act.

10.2.6 It is the intention of the parties that in fulfilment of this clause, the FWC shall exercise any of its power and functions including but not limited to those normally associated with conciliation and private arbitration and Section 739(4). Accordingly, the parties expressly confer upon FWC a full range of powers and functions necessary to resolve the matter or matters in dispute or in breach.

10.3 By agreement between the parties covered by this Agreement any or all of the above steps may be bypassed in the interest of speedy resolution of the dispute and or matter.

10.4 Whilst the foregoing procedure is being followed, work shall continue normally. No party shall be prejudiced as to the final settlement by the continuance of work in accordance with this clause.

10.5 Where the Employees involved in the dispute or their nominated representative (if applicable) wish to call a meeting for the purpose of reporting to Employees involved in the dispute, the progress of a matter under this procedure, the Employees or the nominated representative (if applicable) shall agree with the management of the Employer as to the most appropriate time to hold such a meeting so that there is no interruption to the productivity of the Tug or associated equipment.

- 10.6** The employer shall ensure that all practices applied during the operation of the procedure are in accordance with safe working practices and consistent with established practices at the workplace. Notwithstanding the foregoing, no Employee shall be required to perform work, which is said to be unsafe pending the resolution of any bona fide safety issues.

Health, Safety and Environment Issues (HSE)

- 10.7** The following steps in the dispute resolution procedure prescribed below shall apply in relation to matters concerning Health, Safety and the Working Environment in accordance with Clause 10.2.1.
- 10.8** All personnel are encouraged to raise any legitimate concerns they feel are relevant to their health or safety or which concerns the work environment. If the HSE issue cannot be immediately resolved or further consultation is required to resolve safety issue / hazard, then immediate interim measures shall be initiated to ensure there is no risk to Employees or subcontractors from the unresolved hazard or safety issue. All persons have the responsibility to ensure that they do not expose themselves or others to a safety risk.
- 10.9** The parties agree that the provisions of Clause 10.6 shall apply to matters/issues raised in accordance with Clause 10.8 and the parties are committed to and agree that Employees shall continue to perform work consistent with safe work practices until the resolution of legitimate HSE issues raised in accordance with Clause 10.8.
- 10.10** All HSE safety issues should be raised with the immediate Supervisor or the HSE Manager who will take steps to resolve the HSE issue. The following steps outline the process to be followed in relation to matters/issues raised in accordance with Clause 10.8 until such time as the matter/issue is resolved.
- 10.10.1** Any safety matter will in the first instance be discussed between the Employee/s and the Master or immediate Supervisor involved.
- 10.10.2** If the matter is not resolved then the HSE issue is to be discussed between the Supervisor or other nominated representative and the HSE Manager.
- 10.10.3** Where the matter in dispute remains unresolved then the Designated Person Ashore (DPA) and or the Master shall conduct a Risk Assessment in relation to the HSE issue.
- 10.10.4** In the event that the preceding steps have failed to resolve the matter and/or dispute, the procedure for resolution of safety matters as contained in the applicable Occupational Health & Safety Legislation will apply.
- 10.11** The parties may seek external 3rd party specialist advice in relation to resolving the HSE issue and/or the parties may refer the matter to the FWA in accordance with the provisions of Clause 10.2.5.
- 10.12** The employee representative will play an active role with the vessel Masters, project staff and HSE Manager to resolve all HSE issues.
- 10.13** In a case which is after review is determined not to be a legitimate safety issue, an Employee shall not be paid wages for any time he/she declined to perform the duties disputed.

11. TYPES OF EMPLOYMENT & EMPLOYEE DUTIES

- 11.1** An Employee engaged under this Agreement may be engaged as a Permanent Full Time, Permanent Part Time, Fixed Term/Specific Task or Casual Employee as follows:
- 11.1.1** A Permanent Full Time Employee is an Employee who is engaged to work on a full-time basis in accordance with the operating roster or leave in running arrangements in the port in which the Employee is engaged.
- 11.1.2** A Permanent Part Time Employee is an Employee who is engaged for an agreed proportion of full-time employment. The details of employment will be provided to the Employee at the commencement of employment.

- (i) Any entitlements and benefits payable will be adjusted to reflect actual days worked.
- (ii) Any additional days worked will be by agreement with the Employee.

11.1.3 An Employee engaged for a Fixed Term or a Specific Task is an Employee who works on either a full time or part time basis, but is engaged for a fixed term or to perform a specific task.

11.1.4 A Casual Employee is an Employee who is not regularly rostered to work, but is engaged in single periods of work. A casual employee will be employed for a minimum of a half day in accordance with Clause 15.7 and 16.1.3.

11.1.5 Casual Employees employed by the company may have their casual employment converted to permanent employment, which may be either full-time or part-time employment, in accordance with Part 2-2, Division 4A – 'Offers and Requests for Casual Conversion' of the Act as varied from time to time.

11.2 Permanent Part Time employment may facilitate job sharing arrangements where there has been consultation and mutual agreement between the Employees concerned and the Company.

11.3 At the time of engagement an Employee will be advised in which category he or she is to be engaged and where appropriate, the duration of the Fixed Term or Specific Task.

11.4 Employee Duties

11.4.1 An Employee will be required to carry out all duties which are within the Employee's skills, certification, competence, training and applicable legislation. All Employees will work in a co-operative manner to ensure the safe and efficient operation of the vessel.

11.4.2 Employee duties will be in line with the Job Descriptions for Harbour Towage Operations as amended from time to time.

11.4.3 A summary of the duties associated with the positions of Master, Marine Engineer and General Purpose Hand respectively are appended to this Agreement at Schedule 1.

12. OCCUPATIONAL HEALTH AND SAFETY

12.1 This Agreement will in no way conflict with relevant statutory Occupational Health and Safety requirements that confer a duty of care on the Parties.

12.2 The Company will provide a safe working environment by taking reasonable measures to minimise the risks associated with identified hazards and by investigating all hazardous occurrences and incidents in accordance with the applicable legislation. Employees will comply with all reasonable requirements of the Company in these respects.

12.3 Employees will undertake to follow OH&S and Environmental policies and procedures as set by the Company and co-operate fully in all safety initiatives implemented.

12.4 Employees must exercise duty of care to both themselves and others in the workplace and perform their jobs in a safe and environmentally responsible manner.

12.5 The Company will provide injury management services in accordance with applicable legislation in order to expedite the full recovery and the earliest possible return to work of an injured Employee.

12.6 If an injury occurs, Employees will cooperate in injury management and rehabilitation programs in order to achieve full recovery and an early return to work.

12.7 The Parties agree that:

12.7.1 Employees will complete the Company safety induction program

12.7.2 The Employees will comply with the Company safety systems and procedures

12.7.3 The Company will implement regular safety audits and

12.7.4 The Company will endeavour to maintain the highest standards of safety.

Fitness for Work

- 12.8** Employees are responsible for ensuring that they are fit to undertake their duties, before commencing and during their work each day. This includes having had sufficient sleep and being rested, alert and focussed on their duties.
- 12.9** The Company does not tolerate Employees working under the influence of alcohol and other drugs that could impair their performance or the safety of themselves and fellow Employees.
- 12.10** The parties agree that Employees are required to and will adhere to the Company's Drug and Alcohol Policy and / or the Port's Drug & Alcohol Policy, whichever is the more stringent, at all times while engaged by the employer. This may include pre-shift, random, for cause and incident-specific alcohol and drug testing.

Industrial Clothing and Protective Equipment

- 12.11** Protective and industrial clothing, which may have a company logo, will be supplied by the Company free of cost to Employees.
- 12.12** The Company will provide all Permanent Employees with work clothing and required PPE (Personal Protective Equipment) at the commencement of employment. Employees shall maintain and take care of clothing and PPE at all times. This equipment will be replaced as necessary on a fair wear and tear basis in accordance with clause 12.18.
- 12.13** The protective clothing above described shall at all times remain the property of the Employer and shall be returned by the Employee to the employer at the completion of the Employee's service.
- 12.14** The Company shall provide safety sunglasses suitable for maritime use in lieu of an annual allowance; however, there shall be reimbursement of equivalent monies to that of supply cost of safety sunglasses for Permanent Employees who wear prescription safety glasses.
- 12.15** Each Casual Employee will be provided with a reasonable issue of clothing sufficient to perform his/her work with adequate protection.
- 12.16** Each Employee shall be solely responsible for the safe keeping of each article supplied for his/her own use.
- 12.17** All Employees are required to wear safety/protective/industrial clothing, footwear and equipment as provided by the Company including long sleeved shirts and trousers or coveralls. Further they are to present to work with a neat and tidy appearance and maintain the Company image.
- 12.18** The Company shall be obliged to replace any of the above items if the Employee satisfies the Employer that the article concerned has been destroyed or rendered unusable without the fault and or neglect of the Employee in the course of carrying out their duties; or that the item concerned was damaged and/or stolen without the fault or neglect of the Employees whilst onboard the tug or that Employee has outgrown the article concerned and that it is unsuitable for proper use.
- 12.19** Sunscreen will be provided for all Employees.

13. HOURS OF WORK AND RELATED MATTERS

- 13.1** There will be a set of Port Operating Practices in each port the company has ongoing operations in. Rosters of work will be established in accordance with the port operating practices for that port.

- 13.2** The parties agree that the rosters of work are subject to change because of changes to service, operational and port requirements. Changes to the rosters of work (and operating practices) will not constitute a variation to this agreement.
- 13.3** The normal working day to meet the operational needs of the harbour tug operations shall be up to 12 hour shifts or any other shift arrangement by agreement. Scheduled hours of work should not exceed 12 hours.
- 13.4** As a general guide, Employees will be provided at least 10 hours rest per day of work. This can be split into several periods providing that one period is a minimum of 6 hours. Appropriate rest periods while performing voyages will be taken based on meeting operational requirements and practical considerations. No Employee shall be required to work if he or she is fatigued or has not had sufficient rest to perform the work in a safe manner.
- 13.5** As towage operations in regional ports are generally sparse and non-continuous, crews will be engaged for a towage operation or a number of towage operations consistent with clause 13.4. Where facilities are available, crews may be accommodated on board between successive towage operations and will be provided suitable rest periods.
- 13.6** Other than in exceptional circumstances, an Employee shall not work for more than 14 hours continuously. After such a 14-hour continuous work period the Employee shall have 10 hours off.
- 13.7** If the 10-hour break is to result in an Employee not being available to commence work at their planned start time on the next shift, the Employee is required to immediately advise the Company of his/her delayed start time.
- 13.8** An Employee must be provided with minimum aggregate rest of 77 hours in every 7-day period.
- 13.9** Employees will be entitled to a meal break on completion of 5 hours of duty. The meal break will not constitute a break when assessing unbroken duty. Meal breaks must be taken flexibly. For the avoidance of doubt meal breaks must not be taken in a manner or at a time that would interrupt port operations or towage requirements.
- 13.10** Employees have a right to disconnect under the terms and conditions as set out section 333M of the Act.

14. ROSTERED LEAVE

- 14.1** This clause operates in conjunction with the NES. The provisions in this clause are intended to satisfy the provisions of the NES concerning maximum weekly hours of work, annual leave and public holidays.
- 14.2** The roster that prevails in the port under the applicable Port Operating Practices will provide for the number of days free of duty set out in clause 14.3 averaged over the applicable roster cycle.
- 14.3** Entitlement to leave
- 14.3.1** A Permanent Full Time Employee will be entitled to 182 days free of duty in each year (which may be averaged over the applicable roster cycle) or to proportionate leave for any continuous service.
- 14.3.2** A Permanent Part Time Employee will be entitled to rostered leave as granted to a Permanent Full Time Employee but on a pro-rata basis.
- 14.3.3** A Permanent Employee, who is engaged for a specific period of time or a specified task, will be entitled pro-rata to the leave granted to a Permanent Full Time Employee but only for the period of engagement.
- 14.4** The leave prescribed in this clause includes:

- 14.4.1 104 days, being in lieu of weekends;
- 14.4.2 five weeks of paid annual leave for shift workers under the NES;
- 14.4.3 public holiday entitlements under the NES;
- 14.4.4 an additional 28 days leave in recognition of the 35-hour week; and
- 14.4.5 a further entitlement as agreed by the Company to bring the total days of leave per annum to 182 days to reflect industry work pattern standards

- 14.5 Despite the provisions of this clause, the value of any leave given to an Employee in advance will be deducted from any money owing to an Employee.
- 14.6 Casual Employees will not be entitled to leave, but will be compensated by a 100% loading on remuneration as detailed in clause 15.7.
- 14.7 By mutual consent between the Company and Employee, "leave without pay" may be granted, but no leave will accrue during leave taken "without pay".

15. SALARIES

- 15.1 From the commencement of this Agreement, Permanent Full Time Employees covered by this Agreement will be paid in accordance with the below Salary Schedule:

Salary Schedule

Harbour Towage	Current	01/07/2024
Classification		3.75%
Master / Chief Engineer	\$142,000.00	\$147,325.00
Mate / 1 st Engineer	\$118,000.00	\$122,425.00
GPH	\$99,000.00	\$102,712.50

- 15.2 The salaries in Clause 15.1 include an increase of 3.75% in line with the National Wage Review for 2024 and will be further adjusted as follows:
 - 1 July 2025: Percentage of National Wage Review for 2025 (issued in June 2025)
 - 1 July 2026: Percentage of National Wage Review for 2026 (issued in June 2026)
 - 1 July 2027: Percentage of National Wage Review for 2027 (issued in June 2027)
- 15.3 Where the company starts long term or ongoing operations in a new port, applicable port operating practices will be negotiated between the parties.
- 15.4 The annual salary in this clause is an all-inclusive payment which constitutes the whole of an Employee's remuneration and which compensates Employees for all aspects of employment including ordinary hours, overtime and any penalty or other payments or allowances (including meals, telephone and travel allowances), unless otherwise specifically provided for in this Agreement.
- 15.5 Permanent Part Time Employees will be paid, pro-rata, the equivalent salary and leave to that of a Permanent Full Time Employee.
- 15.6 An Employee engaged for a specified period of time or specified task will be paid as a Permanent Full Time Employee or as a Permanent Part Time Employee, depending on their mode of engagement, for the period they are employed.
- 15.7 Casual Employees will be paid One Day's Pay in accordance with clause 15.11 (or clause 19 if applicable) plus a casual loading of 100% of the daily salary rate per 24 hour period of

engagement worked, except where the work is 4 hours or less in which case 0.5 of one day's pay plus 100% loading of the daily salary rate will apply (in accordance with Clause 16.1.3). The casual loading is paid instead of leave (including annual leave, paid personal/carer's leave), notice of termination, redundancy benefits and the other attributes of Permanent Full Time and Permanent Part Time employment. A Casual Employee will not receive any other entitlements, including allowances, except as otherwise provided for in this Agreement.

- 15.8** The salary will be increased subject to the satisfactory implementation of the terms and requirements of this Agreement. Should any party consider that the terms and requirements of this Agreement are not being fully implemented then they may exercise their rights under the provisions of this Agreement and the Act.
- 15.9** Salaries will be paid by electronic funds transfer into an account nominated by the Employee each fortnight in arrears.
- 15.10** The fortnightly salary rate shall be calculated as 1/26th of the annual rate for the appropriate classification, as specified in Clause 15.1.
- 15.11** The daily salary rate shall be calculated as 1/364th of the applicable annual salary as specified in Clause 16.1.
- 15.12** An "hourly rate" shall be calculated as 1/12th of 1/364th of the annual rate as specified in Clause 15.1.
- 15.13** Payment for additional days not comprising a complete pay period will be paid at the daily rate.
- 15.14** Pay Slips shall be provided to the Employee in accordance with the Act.

Induction / Master Training Payment

- 15.15** An Employee newly recruited into the Company towage operations under this Agreement who is engaged in the port on a supernumerary basis (that is, other than as part of the normal crew complement) because the Employee is required to complete a period of induction or to complete a necessary period of familiarisation with a new vessel will be paid the amount set out in clause 15.19 for each day worked during the induction period.
- 15.16** The induction period will not exceed one (1) month or 28 working days.
- 15.17** An Employee undertaking training requested by the Company to further their skills or to upskill to the position of Master will be paid the amount set out in clause 15.19 for each day on such training.
- 15.18** This payment will be paid in lieu of the otherwise applicable salary under clause 15.1.
- 15.19** The Induction / Master training payment in clause 15.15 and 15.17 is an amount equivalent to 50% of the prevailing annual salary that would apply to a full-time Employee in the port under clause 15.1.

16. OPERATIONAL ARRANGEMENTS

16.1 Work performed shall be paid as follows:

- 16.1.1** In the case of a Permanent Employee, 1 day will be deducted from the 182 days of work that the Employee is required to work each year for each day worked, except that where the work is 4 hours or less only 0.5 of one day will be deducted.
- 16.1.2** In the case a Permanent Employee has worked more than 182 days for the year each subsequent day of work shall be paid at the rate of an additional 2 Day's Pay as prescribed for a Permanent Employee except where the work is 4 hours or less in which case one additional day's pay will apply.

16.1.3 In the case of a casual Employee, each day of work shall be paid at the rate of 1 day's pay plus casual loading as prescribed for a casual Employee in clause 15.7 except where that the work is 4 hours or less in which case 0.5 of one day's pay will apply.

16.2 If working on a Leave in Running arrangement, Maintenance will be performed when appropriate during periods of shipping but otherwise on non-shipping days, Monday to Friday excluding public holidays.

17. SUPERANNUATION & SALARY SACRIFICE

17.1 The Company shall make an Employer Superannuation Contribution of 13.5% of an Employee's gross base annual salary as determined by reference to the appropriate amount in Clause 15 to a statutorily compliant fund of the Employee's choice.

17.2 An Employee may elect, by advice in writing to the Company, to make an Employee Superannuation Contribution by way of salary sacrifice to the same Employee nominated fund to the maximum allowed by Superannuation and Taxation laws where at no cost to the Company.

17.3 All superannuation contributions will be remitted on a monthly basis to the fund and will also apply during periods of workers compensation payments.

17.4 An Employee may change his/her choice of superannuation not more than once in every 12-month period.

17.5 Where a compliant Superannuation fund has not been nominated by the employee, the Pacific Tug default fund will be an Australian Super accredited fund.

18. TRAVEL EXPENSES / VICTUALLING & ACCOMMODATION IN OUT-PORTS

Travel Expenses

18.1 Employees will be entitled to reasonable travel and accommodation expenses in the following circumstances:

18.1.1 where travel is undertaken at the requirement of Pacific Tug for any reason; or

18.1.2 where the Employee's service begins or ends elsewhere than at the Employee's home port;

and Pacific Tug does not provide transport or accommodation.

18.2 Travel by air will be economy class, and be booked by Pacific Tug. Accommodation will be of a standard equal to that generally provided in major motel chains. Other means of transport may be used where practical.

18.3 Where Pacific Tug authorises an Employee (prior to the Employee undertaking the travel) to utilise the Employee's personal vehicle to undertake travel under clause 18.1, the Employee will be entitled to receive a rate of 74c/km in respect of such travel.

18.4 Travel and reasonable expenses may be withheld by Pacific Tug where an Employee's employment is terminated on the grounds of misconduct on the part of the Employee.

18.5 Notwithstanding the provision for the payment of travel and reasonable expenses (in lieu of victualling and accommodation allowances) as set out in this clause, alternative arrangements may be applied by agreement between Pacific Tug and an Employee in special circumstances.

Victualling & Accommodation Allowances

- 18.6** Where an Employee is required by the Company to work or participate in on-board operational training in another port, other than their home port, they will be entitled to be paid the following victualling and/or accommodation allowance per day unless otherwise provided.

	/ day
Victualling	\$80.00
Accommodation	\$160.00

- 18.7** The Allowances contained in Clause 18.3 and 18.6 will be adjusted on the 1st July each year during the term of this Agreement by the annual percentage movement in the Consumer Price Index (weighted average of the eight (8) capital cities) for the 12 months ending March in the preceding year.
- 18.8** No allowance will be paid if the Company provides accommodation and pays for all meals.
- 18.9** An Employee will only be entitled to the accommodation allowance if:
- 18.9.1** the place at which the Employee sleeps is not their usual place of residence; and
 - 18.9.2** the Employee produces evidence to the reasonable satisfaction of the Company that the Employee has properly incurred the expenditure for accommodation for the night or nights in question.

Travel

- 18.10** Where an employee, other than a permanent Employee, is required to travel in excess of 100kms from their place of residence to join the Tug, the time spent in travelling between the agreed home port of the Employee and the place at which the Tug is working shall be paid for at the hourly rate for the time so occupied, with a maximum payment in any 24 hours of:
- 18.10.1** For travel Intrastate – Four (4) hours at the hourly rate; and
 - 18.10.2** For travel Interstate – Eight (8) hours at ordinary time
- 18.11** The travel time detailed in Clause 18.10 will not be paid when that travel is undertaken within a paid work day.
- 18.12** For the purposes of travel, an hourly rate will be calculated as 1/12th of 1/364th of the applicable annual salary.

19. Continuous Duty Allowance

- 19.1** An employee who performs work on a vessel that is required for a voyage of more than 12 hours and where watches are required will be entitled to the following allowance per day.

Operations over 12 hours	/ day
Master /Ch. Engineer	\$273.00
Mate /1st Engineer	\$227.00
GPH	\$191.00

- 19.2 The Allowance contained in Clause 19.1 will be adjusted on the 1st July each year during the term of this Agreement by the National Wage Review Increase percentage.
- 19.3 If an additional port becomes a port serviced by the Company and where vessels remain in the port, specific port operating practices for that port will be agreed by the parties and attached to the agreement.

20. HARBOUR TOWAGE PENALTY PAYMENTS

- 20.1 The allowance in this clause only apply to employees working in harbour towage operations and does not apply to employees in receipt of an allowance for Continuous Duty Allowance under clause 19.
- 20.2 Where an employee is required to undertake work in one of the following circumstances, an hourly penalty payment will be calculated in accordance with the table in Clause 20.3.
 - 20.2.1 Where the Company requires an employee to work continuously for more than 12 hours to meet operational requirements, the employee will receive a penalty payment for each hour or part thereof by which those hours are exceeded.
 - 20.2.2 An employee who performs emergency maintenance work on board a tug, as required or requested by the Company, outside Ordinary Hours, will be paid a penalty payment for each hour or part thereof by which those hours are exceeded.
- 20.3 The penalty payment that will apply for Harbour Towage operations as detailed in Clause 20.2 will be calculated in accordance with the following table:

Harbour Towage Allowance / Penalty Payment	per hour
	01/07/2024
Master /Ch. Engineer	\$72.52
Mate /1 st Engineer	\$60.26
GPH	\$50.56

- 20.4 The Allowance contained in Clause 20.3 will be adjusted on the 1st July each year during the term of this Agreement by the National Wage Review Increase percentage.
- 21. **REDUNDANCY**
 - 21.1 This clause applies to Permanent Full Time and Permanent Part Time Employees only and does not apply to employees engaged for a specified period of time / task, or to casual Employees.
 - 21.2 Redundancy occurs when the Company no longer requires the position currently filled by an Employee or Employees to be filled by anyone.
 - 21.3 Where the Company makes a decision that it no longer requires a position or positions to continue to be filled by anyone, it will advise the relevant Union as to the number of Employees who are surplus to requirements.
 - 21.4 Following consultation between the Company and the Union (or any other nominated representative) the Company may, if it so chooses, give effect to the required number of redundancies as follows:
 - 20.4.1 Call for expressions of interest from volunteers and where sufficient volunteers are available give effect to the redundancies.

20.4.2 If there are insufficient expressions of interest for voluntary redundancy, redundancies shall take place on a last on, first off basis for the Port.

21.5 In circumstances where a Permanent Employee is or would be entitled to Redundancy Pay under the NES, Redundancy Pay for that employee will be calculated according to the following table:

Years of continuous service	Severance entitlement
0-15 years' service	4 weeks' salary per year
16-25 years' service	3 weeks' salary per year
26-30 years' service	2 weeks' salary per year
31 years' service and over	1 weeks' salary per year

22. MANNING

22.1 Manning of tugs shall at all times be determined having regard to operational requirements and be consistent with the Company's obligation to provide all employees with a safe workplace and a safe system of work.

22.2 Tugs shall be manned at all times during normal harbour towage operations with:

22.2.1 one Master;

22.2.2 one Marine Engineer; and

22.2.3 one General Purpose Hand.

22.3 One will not replace the other if shorthanded.

22.4 In some circumstances a second GPH may be utilised.

23. RECRUITMENT AND SELECTION

23.1 The Employer may use a range of recruitment methods in the selection of Permanent Employees. The parties to the agreement recognise the importance of the Employee Assistance Schemes and other recruitment schemes, including unemployed member's details offered by the parties to this agreement. In identifying suitable candidates for a position, the Employer may utilise the recruitment systems of any of the parties. Other methods of recruitment may include referrals, advertising and/or any other source.

23.2 Applicants will be screened and reference checks completed.

23.3 Successful applicants will be chosen on the basis of merit, qualifications and experience.

23.4 On commencement as a new Employee with the Company, Employees will be subject to a probationary period of three months during which time the Company may evaluate their performance. The evaluation will consider not only the actual performance of tasks but also their attitude to those tasks and persons associated with the Company.

23.5 At the conclusion of the three-month period of probation the Company will, subject to the satisfactory performance of the Employee during the probationary period, confirm the appointment. Where the Company considers that the performance of the Employee was not satisfactory during the probationary period, it may, at its discretion, not offer permanent employment or extend the probationary period for up to 3 months.

23.6 If the performance of the Employee during the initial period or the extended period of probation is deemed unsatisfactory by the Company it may terminate the Employee's employment during that period. In this case, the Employee will not be entitled to any severance pay.

- 23.7 During the probationary period either party may terminate the employment by the giving, or making payment in lieu, of one week's notice.
- 23.8 The Company will maintain a list of suitably qualified casual candidates that have been screened and reference checked to facilitate selection and engagement of casual employees.

24. TERMINATION OF EMPLOYMENT

- 24.1 Each employee shall be subject to an initial 3-month probationary period in accordance with Clause 23.4.
- 24.2 Subject to Clause 24.4, following the completion of an employee's probationary period, the Company or an employee shall give notice of termination in accordance with the following table:

Employee's period of continuous service	Period of Notice
Less than one year	1 week
More than one year, but less than three	2 weeks
More than three years, but less than five	3 weeks
More than five years' service	4 weeks

- 24.3 This period of notice shall increase by one week if the employee is over 45 and has completed at least two years of continuous service.
- 24.4 Nothing shall prevent the Company from terminating an employee's employment summarily in the case of serious or wilful misconduct. In such circumstances no notice will be provided or be payable in lieu.
- 24.5 In lieu of notice of termination of employment under this clause, payment or part payment may be made by the Company.
- 24.6 If an employee fails to give the required notice, the Company may withhold salary due to the Employee for the notice period not provided.

25. REDUCTION, CESSATION OR GROWTH IN BUSINESS

- 25.1 The parties have entered into this agreement in the expectation that the terms of this Agreement will apply for the life of the Agreement.
- 25.2 However, if circumstances affecting the business will lead to a sustained reduction, cessation or growth of port business, Pacific Tug and the Union will confer in an attempt to resolve any issues arising from the change in circumstances. The parties will attempt to resolve such issues in accordance with clause.10 (Settlement of Disputes Procedure) of this Agreement, including by reference to FWC to have FWC determine the reasonableness of any proposals to address the changed circumstances. Where found to be reasonable by FWC, the Company proposals will be implemented.

26. PERSONAL / CARER'S LEAVE

- 26.1 Personal/Carer's Leave set out in this clause is in satisfaction of any entitlement to Personal/Carer's leave under the Act.
- 26.2 In accordance with the Act, a Permanent Full Time Employee is entitled to Personal/Carer's Leave of 10 days per year of service (without loss of pay) to be used for either:
 - 26.2.1 Personal illness or injury affecting the Employee; or
 - 26.2.2 To provide care or support to a member of the Employee's immediate family or household who requires care or support because of a personal illness, personal injury or an unexpected emergency affecting the member.

- 26.3** A Permanent Part Time Employee shall be entitled to paid personal and carer's leave on a pro-rata basis of the number of days worked per annum to 183 days, to the maximum entitlement of a Full Time Employee.
- 26.4** A Casual Employee will not be entitled to paid personal/carer's leave, but will be eligible for unpaid personal/carer's leave on the conditions contained within this clause.
- 26.5** An Employee's entitlement to paid personal/carer's leave shall be subject to the following conditions:
- 26.5.1** The Employee must notify the Company as soon as practicable (and in any case before the Employee's rostered period of work) of his intention to take personal/carer's leave, the reasons for the absence and the expected duration of their absence.
- 26.5.2** The Company may require an Employee to provide evidence in the form of a medical certificate, statutory declaration, or otherwise as the Company reasonably requires, for absences greater than one day, that the Personal/Carer's Leave is being taken for a reason as specified in clauses 26.2.1 and 26.2.2.
- 26.6** In addition to paid personal/carer's leave, a Permanent Full Time Employee may, with the consent of the Company, take unpaid personal/carer's leave to provide care and support of an immediate family member. While unpaid personal/carer's leave is taken there will be no break in the continuity of employment of the Employee, but the period of unpaid leave will not be counted towards the length of the Employee's continuous service.
- 26.7** Leave related to domestic violence will be applicable to all employees in accordance with the National Employment Standards.
- 26.8** Leave related to mental health and employee wellness programs will be outlined in HR Policies which are applicable to all employees and updated as required to be consistent with applicable changes in legislation.
- 27. COMPASSIONATE LEAVE**
- 27.1** Compassionate Leave set out in this clause is in satisfaction of any entitlement to Compassionate Leave under the Act.
- 27.2** An Employee shall be entitled to a maximum of three days Compassionate Leave without deduction of pay when a member of the Employee's immediate family or a member of the Employee's household:
- 27.2.1** Contracts or develops a personal illness that poses a serious threat to his or her life; or
- 27.2.2** Sustains a personal injury that poses a serious threat to his or her life; or
- 27.2.3** Dies.
- 27.3** The Employee must give notice of the intention to take such leave as soon as reasonably practicable and may be required to produce satisfactory proof of the illness, injury or death of the family member.
- 27.4** Except as otherwise provided in the NES, the entitlement to Compassionate Leave in accordance with this clause will not apply during any period of leave.
- 27.5** A Casual Employee is entitled to 3 days unpaid Compassionate Leave in accordance with this clause.

28. PARENTAL LEAVE

28.1 Applications for parental leave will be considered and granted in accordance with the provisions of the Act and due and proper regard shall be given, by the parties to this Agreement to the nature of maritime employment and the need to ensure that leave arrangements and operational requirements are both accommodated.

29. LONG SERVICE LEAVE

29.1 The provisions of the relevant State long service leave legislation shall apply in respect of the long service leave entitlements for Employees.

29.2 For the purposes of accrual, where the relevant legislation refers to an entitlement in weeks, each week shall be equal to 5 days.

29.3 The Long Service entitlement of each employee who qualifies for Long Service Leave will be reduced by one day for each day of rostered duty taken as Long Service Leave.

29.4 Where a public holiday falls during a period of Long Service Leave the period of Long Service Leave will not be extended (due to the fact that leave entitlements under Clause 14 of this Agreement already includes public holiday entitlements).

29.5 Long Service Leave must be taken in blocks of days that conform with the roster pattern or plan applicable in the port concerned. Long Service Leave can only be taken during periods when the Employee is rostered on for duty.

29.6 In ports where the system of work relies on leave in running (unpredictable leave), the days on which long service leave is taken will be deemed to have been work days. For example, at the completion of 10 years' service if a full 8.67 weeks entitlement (43.35 days) of long service leave is taken, then the Employee will only be required to work 138.65 days of duty that year, whereas they ordinarily would be required to work 182 days.

30. COMMUNITY SERVICE LEAVE

30.1 Community service leave (which includes leave to attend jury service) is available under, and in accordance with, the terms and conditions, set out in the NES under the Act.

31. MEDICALS AND PASSPORT

31.1 The employer will reimburse an employee for the cost of any medical examination, eyesight or hearing test, passport (with associated vaccinations), MSIC Cards or visas, required at the employer's request.

31.2 Reimbursements are subject to receiving an original tax invoice or receipt.

32. EQUAL EMPLOYMENT OPPORTUNITY AND HARRASSMENT

32.1 The Company has a policy to seek to eliminate any discrimination and harassment practices that may exist or arise in the workplace. In accordance with this, the Company does not condone any form or harassment, discrimination or conduct that has the purpose or effect of interfering with an individual's work performance or creating an intimidating, hostile or offensive work environment. Any such behaviour or action will be considered a matter for counselling and/or disciplinary action by the Company.

33. COMPENSATION FOR PERSONAL EFFECTS LOST OR DAMAGED

33.1 If an Employee sustains damage or loss of personal effects or equipment, in the course of performing their work, the Company will compensate the Employee for such damage or loss, by a

cash payment equivalent to the value of the damage or loss up to a maximum of \$2,700. Provided that this clause shall not apply when an employee is entitled to other compensation in respect of the damage.

33.2 Compensation will not be provided for loss of or any damage to any item in circumstances where the item was prohibited from the worksite or operational area and/or where the loss or damage was caused by the Employee.

33.3 The maximum compensation payable for any single article is limited to \$852.

34. RECORDS

34.1 The Employer shall keep or cause to be kept records in accordance with the Act.

34.2 Records shall be made available for inspection by the Employer in accordance with the Act.

35. WORKPLACE DELEGATES' RIGHTS

35.1 Clause 35 provides for the exercise of the rights of workplace delegates set out in section 350C of the Act.

NOTE: Under section 350C(4) of the Act, the employer is taken to have afforded a workplace delegate the rights mentioned in section 350C(3) if the employer has complied with clause 35.

35.2 In Clause 35:

35.2.1 employer means the employer of the workplace delegate;

35.2.2 delegate's organisation means the employee organisation in accordance with the rules of which the workplace delegate was appointed or elected; and

35.2.3 eligible employees means members and persons eligible to be members of the delegate's organisation who are employed by the employer in the enterprise.

35.3 Before exercising entitlements under clause 35, a workplace delegate must give the employer written notice of their appointment or election as a workplace delegate. If requested, the workplace delegate must provide the employer with evidence that would satisfy a reasonable person of their appointment or election.

35.4 An employee who ceases to be a workplace delegate must give written notice to the employer within 14 days.

35.5 Right of representation

A workplace delegate may represent the industrial interests of eligible employees who wish to be represented by the workplace delegate in matters including:

35.5.1 consultation about major workplace change;

35.5.2 consultation about changes to rosters or hours of work;

35.5.3 resolution of disputes;

35.5.4 disciplinary processes;

35.5.5 enterprise bargaining where the workplace delegate has been appointed as a bargaining representative under section 176 of the Act or is assisting the delegate's organisation with enterprise bargaining; and

35.5.6 any process or procedure within an award, enterprise agreement or policy of the employer under which eligible employees are entitled to be represented and which concerns their industrial interests.

35.6 Entitlement to reasonable communication

35.6.1 A workplace delegate may communicate with eligible employees for the purpose of representing their industrial interests under clause 35.5. This includes discussing membership of the delegate's organisation and representation with eligible employees.

35.6.2 A workplace delegate may communicate with eligible employees during working hours or work breaks, or before or after work.

35.7 Entitlement to reasonable access to the workplace and workplace facilities

35.7.1 The employer must provide a workplace delegate with access to or use of the following workplace facilities:

- (i)** a room or area to hold discussions that is fit for purpose, private and accessible by the workplace delegate and eligible employees;
- (ii)** a physical or electronic noticeboard;
- (iii)** electronic means of communication ordinarily used in the workplace by the employer to communicate with eligible employees and by eligible employees to communicate with each other, including access to Wi-Fi;
- (iv)** a lockable filing cabinet or other secure document storage area; and
- (v)** office facilities and equipment including printers, scanners and photocopiers.

35.7.2 The employer is not required to provide access to or use of a workplace facility under clause 35.7.1 if:

- (i)** the workplace does not have the facility;
- (ii)** due to operational requirements, it is impractical to provide access to or use of the facility at the time or in the manner it is sought; or
- (iii)** the employer does not have access to the facility at the enterprise and is unable to obtain access after taking reasonable steps.

35.8 Entitlement to reasonable access to training

Unless the employer is a small business employer, the employer must provide a workplace delegate with access to up to 5 days of paid time during normal working hours for initial training and at least one day each subsequent year, to attend training related to representation of the industrial interests of eligible employees, subject to the following conditions:

35.8.1 In each year commencing 1 July, the employer is not required to provide access to paid time for training to more than one workplace delegate per 50 eligible employees.

35.8.2 The number of eligible employees will be determined on the day a delegate requests paid time to attend training, as the number of eligible employees who are:

- (i)** full-time or part-time employees; or
- (ii)** regular casual employees.

35.8.3 Payment for a day of paid time during normal working hours is payment of the amount the workplace delegate would have been paid for the hours the workplace delegate would have been rostered or required to work on that day if the delegate had not been absent from work to attend the training.

35.8.4 The workplace delegate must give the employer not less than 5 weeks' notice (unless the employer and delegate agree to a shorter period of notice) of the dates, subject matter, the daily start and finish times of the training, and the name of the training provider.

35.8.5 If requested by the employer, the workplace delegate must provide the employer with an outline of the training content.

- 35.8.6** The employer must advise the workplace delegate not less than 2 weeks from the day on which the training is scheduled to commence, whether the workplace delegate's access to paid time during normal working hours to attend the training has been approved. Such approval must not be unreasonably withheld.
- 35.8.7** The workplace delegate must, within 7 days after the day on which the training ends, provide the employer with evidence that would satisfy a reasonable person of their attendance at the training.

35.9 Exercise of entitlements under clause 35

- 35.9.1** A workplace delegate's entitlements under clause 35 are subject to the conditions that the workplace delegate must, when exercising those entitlements:
 - 35.9.2** comply with their duties and obligations as an employee;
 - 35.9.3** comply with the reasonable policies and procedures of the employer, including reasonable codes of conduct and requirements in relation to occupational health and safety and acceptable use of ICT resources;
 - 35.9.4** not hinder, obstruct or prevent the normal performance of work; and
 - 35.9.5** not hinder, obstruct or prevent eligible employees exercising their rights to freedom of association.
- 35.9.6** Clause 35 does not require the employer to provide a workplace delegate with access to electronic means of communication in a way that provides individual contact details for eligible employees.
- 35.9.7** Clause 35 does not require an eligible employee to be represented by a workplace delegate without the employee's agreement.

NOTE: Under section 350A of the Act, the employer must not:

- (i)** unreasonably fail or refuse to deal with a workplace delegate; or
- (ii)** knowingly or recklessly make a false or misleading representation to a workplace delegate; or
- (iii)** unreasonably hinder, obstruct or prevent the exercise of the rights of a workplace delegate under the Act or clause 35.

36. FLEXIBILITY CLAUSE

Individual Flexibility Arrangement

- 36.1** Notwithstanding any other provision of this Agreement, the Employer and an individual Employee may agree to vary the terms of this Agreement ("the flexibility arrangement") relating to the arrangements for the taking of leave provided that the flexibility arrangement:
 - 36.1.1** is genuinely agreed to by the Employer and the individual Employee; and
 - 36.1.2** does not disadvantage the individual Employee in relation to the individual Employee's terms and conditions of employment.
- 36.2** For the flexibility arrangement to come into operation, it must
 - 36.2.1** be in writing, name the parties to the Agreement and be signed by the Employer and the individual Employee;
 - 36.2.2** state each term of this Agreement that the Employer and the individual Employee have agreed to vary;

- 36.2.3** detail how the application of each term has been varied by the flexibility arrangement between the Employer and the individual Employee;
 - 36.2.4** detail how the Agreement does not disadvantage the individual Employee in relation to the individual Employee's terms and conditions of employment; and
 - 36.2.5** state how the flexibility arrangement can be terminated; and
 - 36.2.6** state the date the flexibility arrangement commences.
- 36.3** The Employer will give the individual Employee a copy of the flexibility arrangement and keep the Agreement as a time and wages record.
- 36.4** The flexibility arrangement may be terminated:
- 36.4.1** by the Employer or the individual Employee giving 28 days' notice of termination, in writing, to the other party; or
 - 36.4.2** at any time, by written agreement between the Employer and the individual Employee.

Flexibility Working Arrangements

- 36.5** An eligible Employee may request (in writing) for a change in working arrangements to assist the Employee to care for a child if the Employee:
- 36.5.1** is a parent or has responsibility to care for a child under school age; or
 - 36.5.2** is a parent or has responsibility to care for a child under 18 who has a disability.
- 36.6** An eligible employee is a Permanent Employee or long-term Casual Employee who has a reasonable expectation of continuing employment with the Company on a regular and systematic basis at the date of the written request.

Schedule 1: Employee Duties

1. This schedule lists the main duties and responsibilities of Employees under the three categories of Master, Marine Engineer, and General Purpose Hand (GPH). Full Job Descriptions will be provided to crew prior to confirmation of employment.

1.1 Master

The duties and responsibilities of a Master include but are not limited to:

- The overriding responsibility for the management and function of the tug and has the responsibility to efficiently execute the proposed operation or voyage.
- Ensure all crew are inducted prior to commencing any work on the tug.
- Induction training of visitors and other persons authorised by the Company to access the tug.
- Read, understand and comply with all Company policies and current SMS procedures.
- Ensure Company policies and procedures, and the SMS are implemented, understood and maintained by all personnel on board the vessel.
- Compliance with port operating practices agreed between the parties and consistent with statutory obligations, including Quality Assurance and ISM procedures in so far as they relate to the employee's duties.
- When assisting a ship in harbour towage the tug is to be manoeuvred in accordance with Pilot / Master's orders in a timely & efficient manner. Full details of this requirement can be found in the "Ship Assist Safety Guidelines".
- Ensure that all reasonable measures are taken to protect the vessel, crew, equipment and the environment.
- Issue appropriate orders and instructions for the safe and efficient operation and maintenance of the tug.
- Maintain order and discipline on board
- Plan, conduct, undertake and record emergency drills required by the SMS and Flag or Class requirements.
- Ensure compliance with Flag state, Class and local requirements. Vessel's certificates should be held on board in one folder and be available for inspection at any time.
- Ensure appropriate log books and records are correctly filled out and maintained.
- Ensure that crew members are assigned emergency stations and duties, understand emergency procedures, and are trained in the operation and application of all lifesaving, firefighting and other emergency equipment provided on the vessel.
- Participation in safety training, skills and competency training, including the training of other crew members.
- Ensure that safety equipment, including all emergency and protective equipment, is maintained in good order and stowed properly.
- Supervision and assistance with tug maintenance as necessary.
- Keep current and maintain compliance with industry standards, practices, and methodologies, as well as regulatory marine requirements.
- Wear the industrial and protective clothing provided in accordance with Company procedures, as well as any additional protective equipment agreed between the parties as necessary.
- Ensure a professional image of yourself, your crew and your vessel is always maintained, including acting professionally and maintaining good conduct while representing the Company, on the tug, ashore or in transit.

1.2 (Marine) Engineer

The duties of a Marine Engineer include but are not limited to:

- Compliance with port operating practices agreed between the parties and consistent with statutory obligations, including Quality Assurance and ISM procedures in so far as they relate to the employee's duties.
- Ensure that all machinery (deck and engine) is maintained to operational standards at all times.
- Ensure the safe operation of the tugs engines, generators and associated machinery and equipment.
- To take responsibility for ensuring that the agreed planned maintenance system (MEX) is carried out onboard.
- Responsibility for signing off on maintenance work completed and maintaining machinery maintenance logs and the planned maintenance system.
- Ensure appropriate log books and records are correctly filled out and maintained. The Marine Engineer is to make sure the Oil Record Book for machinery spaces is accurately kept.
- To assist on deck when vessel operations require assistance and / or as directed by the Master.
- Chair the monthly Safety Meeting and ensure that it is held on time, relevant information discussed and appropriate information communicated to shore based management.
- Plan, conduct, undertake and record emergency Engine Room drills required by the SMS and statutory requirements.
- Participation in agreed skills and competency or safety training, including the training of other crew members.
- Keep current and maintain compliance with industry standards, practices, and methodologies, as well as regulatory marine requirements.
- Ensure day to day compliance with relevant environmental regulations.
- Wear the industrial and protective clothing provided in accordance with Company procedures, as well as any additional protective equipment agreed between the parties as necessary.
- Always act professionally and maintain good conduct while representing the Company, on the tug, ashore and in transit.

1.3 General Purpose Hand (GPH)

The duties of a GPH include but are not limited to:

- Carry out all forms of deck and general purpose duties and vessel securing activities such as rope handling, towage preparedness, manual handling and deck maintenance.
- Perform maintenance and upkeep of the tug, towing equipment, firefighting equipment and environmental protection equipment and relevant shore facilities under the direction of the Master and / or Marine Engineer.
- Assistance in the engine room.
- Maintain the cleanliness and general housekeeping of all crew quarters, wheelhouse, galley and deck.
- Willing and able to prepare meals for all members of the crew.
- Maintain working deck in a neat, tidy, safe and professional manner, including all ropes, towing equipment and tools.
- Operation of firefighting equipment and the provision of assistance to firefighting personnel.
- Operation of oil spill and other environmental protection equipment.
- Take part in emergency on-board training and drills required in accordance with the SMS and statutory requirements.

- Maintain compliance with safety and environmental regulations on board.
 - Wear the industrial and protective clothing provided in accordance with Company procedures, as well as any additional protective equipment agreed between the parties as necessary.
 - Always act professionally and maintain good conduct while representing the Company, on the vessel, ashore and in transit.
- 1.4** Overriding all of the above, Employees will undertake such duties as are reasonably required by the Company, provided that the duties are within the skill, competence and training of the Employee concerned.
- 1.5** Where required, Employees will undertake training in order to maintain and enhance their skills.

Schedule 2: Bundaberg /Port Alma Port Operating Practices

1 PORT ROSTERS (AND CREWS)

- 1.1 Towage operations may be carried out on a 24 hour basis, which will be 7 days a week and 365 days per year in order to provide a 24 hour system of coverage for the customers in the port. The parties agree that at all times, towage requirements will be met while having regard for the safe operation of the vessel. Accordingly a 'Leave in Running' roster may be maintained.
- 1.2 Where practical and all parties agree, a rotating roster may be implemented to provide a consistent work structure. This may be a 2-week swing rotation or as agreed between the parties.
- 1.3 As the ports of Bundaberg and Port Alma are low use ports, Permanent crew will be employed on an as needs basis to ensure operational efficiency and maintenance of the harbour tugs.

2 WORK ORDERS

- 2.1 If a Leave in Running roster is maintained, (except where the Employee is on predictable leave and/or long service leave) a permanent Employee will make himself/herself available to meet all towage requirements in the port as they may arise. In order to meet this requirement, the employee will take leave (other than predictable leave totalling 35 days, and long service leave entitlements), as leave in running throughout the year. Where practicable the employee should submit an application to the Company for predictable leave and /or long service leave at least one month prior to the taking of such leave.
- 2.2 If a rotating roster is implemented, a permanent employee will be required to work on each day of their swing, for example if on a 2-week rotating roster, an employee will be required to work for 14 days irrespective of any weekends or public holidays.
- 2.3 In view of the number of ships requiring towage assistance in Bundaberg and Port Alma, the employee may be required to temporarily transfer to another Pacific Tug site or operation at any time provided the employee has not been granted predictable leave and/or long service leave. Such arrangements will be discussed and agreed between the Company and the employee.
- 2.4 Where there is no towage requirements on a particular day and there is no requirement to take leave, including leave in running, a Permanent Employee will carry out scheduled, planned and/or emergency maintenance between the hours of 08:00 to 16:00 Monday to Friday or such other 8 hour period as may have been determined by the Master in conjunction with the Engineer and the GPH, or make himself available to temporarily transfer out of the port in accordance with subclause 2.3 above.
- 2.5 Where emergency maintenance is required to be worked to ensure that the tug remains operationally ready, the employee will make himself/herself available to work such hours in excess of or outside rostered hours of duty as may be reasonably required to work to enable the tug to be repaired. Where it is considered appropriate the Company may engage contractors to perform breakdown maintenance to ensure that the tug is returned to a state of operational readiness as soon as practicable.
- 2.6 An employee shall carry out such duties and shall work such hours in excess of or outside rostered hours of duty as may be reasonably required to be worked to enable the tug to be operated and to be maintained in accordance with the Company's requirements after considering the proper and efficient management of fatigue.
- 2.7 A mobile phone will be supplied by the Company to each vessel for the purpose of communications between the Company and the vessels crew. These Company mobiles are not to be used for personal calls. The Company will not be liable for any additional costs or charges associated with maintaining a mobile phone or communications device(s), including:

- excess usage charges or
- loss or damage to mobile communications devices and related insurance.

2.8 For the absence of doubt, Pacific Tug will not provide any compensation for personal loss or damage to an employee’s communications device and clause 33 (Compensation for Personal Effects Lost) has no application to the employee’s mobile communications devices.

3 AVAILABILITY

- 3.1** A Permanent employee shall be entitled to 182 days free of duty per year of continuous service.
- 3.2** Where a Leave in Running roster is maintained, this leave with the exception of predictable leave amounting to 35 days per year of continuous service, will be taken as leave in running.
- 3.3** The taking of leave in running will be determined by Management in conjunction with the Master, Engineer & GPH. To ensure leave balances are maintained at a reasonable level, leave in running days are to be taken on a regular basis.
- 3.4** Entitlements to leave accrued as provided in sub clause 3.1 above, shall be exercised as mutually agreed between the employee concerned and management.
- 3.5** Where a rotating roster is implemented, employees must be available for their rostered swing dates or arrange alternate dates with their opposite crew in consultation with management.

4 PORT ALMA ALLOWANCE

- 4.1** In consideration of the lack of facilities and inability to depart the vessel when required to stay overnight in Port Alma, a disability allowance will be payable.
- 4.2** Where an Employee is required by the Company to remain in Port Alma overnight instead of returning to the base port of Bundaberg, they will be entitled to be paid the following allowance per night

	/ day
Port Alma Allowance	\$120.00

4.3 The Allowance contained in Schedule 2 - Clause 4.2 will be adjusted on the 1st July each year during the term of this Agreement by the National Wage Review Increase percentage.

5 PLANNED MAINTENANCE SYSTEM, ISM and STATUTORY REQUIREMENTS

- 5.1.** All employees will participate in achievement of the planned maintenance system, ISM and Statutory requirements as necessary and shall work as necessary to ensure the programs are met.
- 5.2.** Implementation of the planned maintenance program, ISM and statutory requirements shall remain the responsibility of the Master and Marine Engineer. In implementing these requirements, consultation between the Master, Marine Engineer and GPH will occur as part of the team to ensure that objectives are met.

6 RELIEF ARRANGEMENTS

- 6.1** To meet operational requirements, the parties agree the Company shall;
- (i) Utilise suitably trained and qualified existing employees or
 - (ii) Utilise suitably trained and qualified casuals

6.2 Employees covered by these Port Operating Practices may, if requested, and if approved by local management, transfer to other Pacific Tug Vessels to relieve as required and will receive for that relief, payment as specified in the current applicable EA.

6.3 Any entitlement(s) resulting from such relief is not to impact on the Port's operation

7 CONSULTATION and COMMUNICATION

7.1 Port discussions will be held on a needs basis to enable an informal process to facilitate open discussion, consideration and understanding of the Company's activities and enhance employee input into the problem solving and decision making process. The parties agree to respect the rights of any of the parties to determine the need for discussion and will make themselves available provided reasonable notice is given.

Schedule 3: Eden Port Operating Practices

1 PORT ROSTERS (AND CREWS)

- 1.1** Towage operations may be carried out on a 24 hour basis, which will be 7 days a week and 365 days per year in order to provide a 24 hour system of coverage for the customers in the port. The parties agree that at all times, towage requirements will be met while having regard for the safe operation of the vessel. Accordingly a 'Leave in Running' roster will be maintained.
- 1.2** As the port of Eden is a low use port, Permanent crew will be employed on an as needs basis to ensure operational efficiency and maintenance of the harbour tugs.

2 WORK ORDERS

- 2.1** Except where the Employee is on predictable leave and/or long service leave the permanent Employee will make himself/herself available to meet all towage requirements in the port as they may arise. In order to meet this requirement, the employee will take leave (other than predictable leave totalling 35 days, and long service leave entitlements), as leave in running throughout the year. Where practicable the employee should submit an application to the Company for predictable leave and /or long service leave at least one month prior to the taking of such leave.
- 2.2** In view of the number of ships requiring towage assistance in Eden, the employee may be required to temporarily transfer to another Pacific Tug site or operation at any time provided the employee has not been granted predictable leave and/or long service leave. Such arrangements will be discussed and agreed between the Company and the employee.
- 2.3** Where there is no towage requirements on a particular day and there is no requirement to take leave, including leave in running, a Permanent Employee will carry out scheduled, planned and/or emergency maintenance between the hours of 08:00 to 16:00 Monday to Friday or such other 8 hour period as may have been determined by the Master in conjunction with the Engineer and the GPH, or make himself available to temporarily transfer out of the port in accordance with subclause 2.3 above.
- 2.4** Where emergency maintenance is required to be worked to ensure that the tug remains operationally ready, the employee will make himself/herself available to work such hours in excess of or outside rostered hours of duty as may be reasonably required to work to enable the tug to be repaired. Where it is considered appropriate the Company may engage contractors to perform breakdown maintenance to ensure that the tug is returned to a state of operational readiness as soon as practicable.
- 2.5** An employee shall carry out such duties and shall work such hours in excess of or outside rostered hours of duty as may be reasonably required to be worked to enable the tug to be operated and to be maintained in accordance with the Company's requirements after considering the proper and efficient management of fatigue.
- 2.6** A mobile phone will be supplied by the Company to each vessel for the purpose of communications between the Company and the vessels crew. These Company mobiles are not to be used for personal calls. The Company will not be liable for any additional costs or charges associated with maintaining a mobile phone or communications device(s), including:
- excess usage charges or
 - loss or damage to mobile communications devices and related insurance.
- 2.7** For the absence of doubt, Pacific Tug will not provide any compensation for personal loss or damage to an employee's communications device and clause 33 (Compensation for Personal Effects Lost) has no application to the employee's mobile communications devices.

3 AVAILABILITY

- 3.1** A Permanent employee shall be entitled to 182 days free of duty per year of continuous service, which with the exception of predictable leave amounting to 35 days per year of continuous service, will be taken as leave in running.
- 3.2** The taking of leave in running will be determined by Management in conjunction with the Master, Engineer & GPH. To ensure leave balances are maintained at a reasonable level, leave in running days are to be taken on a regular basis.
- 3.3** Entitlements to leave accrued as provided in sub clause 3.1 above, shall be exercised as mutually agreed between the employee concerned and management.

4 PLANNED MAINTENANCE SYSTEM, ISM and STATUTORY REQUIREMENTS

- 4.1** All employees will participate in achievement of the planned maintenance system, ISM and Statutory requirements as necessary and shall work as necessary to ensure the programs are met.
- 4.2** Implementation of the planned maintenance program, ISM and statutory requirements shall remain the responsibility of the Master and Marine Engineer. In implementing these requirements, consultation between the Master, Marine Engineer and GPH will occur as part of the team to ensure that objectives are met.

5 RELIEF ARRANGEMENTS

- 5.1** To meet operational requirements, the parties agree the Company shall;
- (i) Utilise suitably trained and qualified existing employees or
 - (ii) Utilise suitably trained and qualified casuals
- 5.2** Employees covered by these Port Operating Practices may, if requested, and if approved by local management, transfer to other Pacific Tug Vessels to relieve as required and will receive for that relief, payment as specified in the current applicable EA.
- 5.3** Any entitlement(s) resulting from such relief is not to impact on the Port's operation

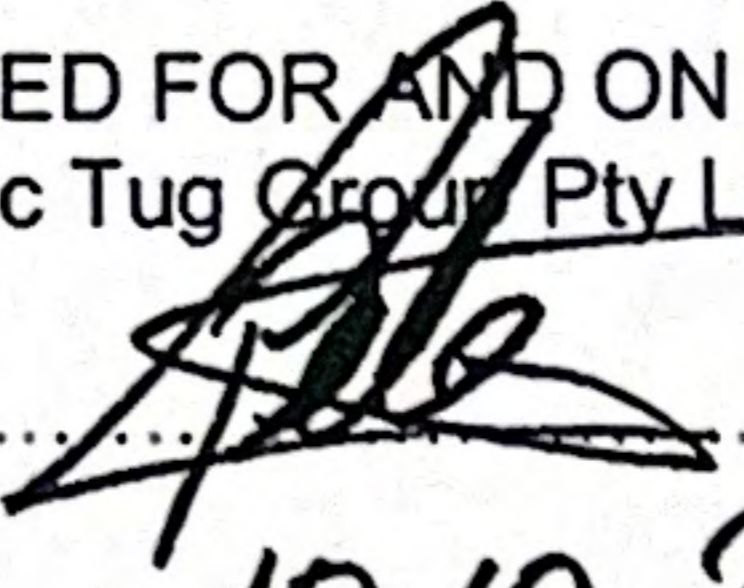
6 CONSULTATION and COMMUNICATION

- 6.1** Port discussions will be held on a needs basis to enable an informal process to facilitate open discussion, consideration and understanding of the Company's activities and enhance employee input into the problem solving and decision making process. The parties agree to respect the rights of any of the parties to determine the need for discussion and will make themselves available provided reasonable notice is given.

ENDORSEMENT OF AGREEMENT

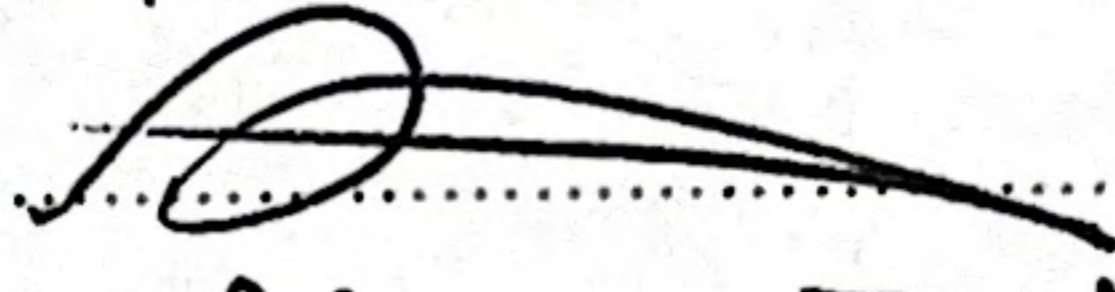
The signatories below accept the terms of the Agreement on behalf of their organisations and endorse its terms.

SIGNED FOR AND ON BEHALF OF
Pacific Tug Group Pty Ltd

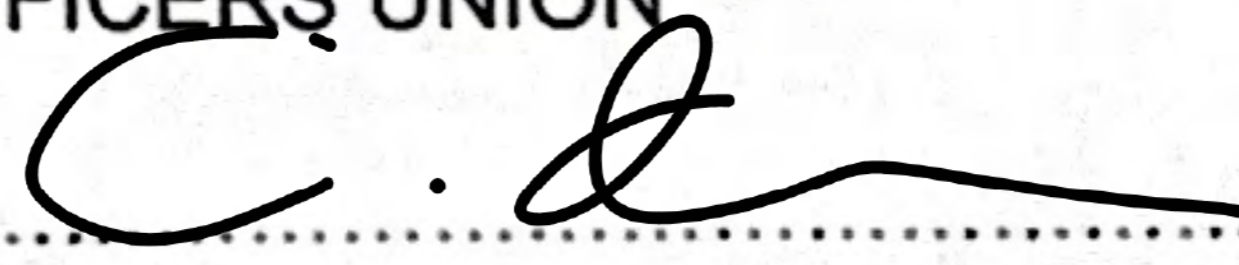

..... (Signature)
10.10.2024
..... (Date)

Chris Peters
CEO
Pacific Tug (Aust) Pty Ltd

In the presence of:

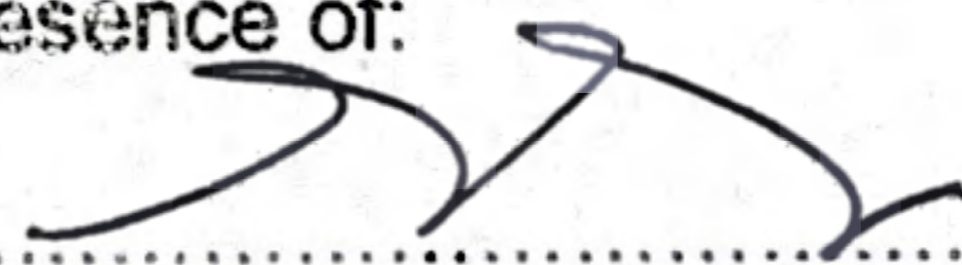

..... (Signature)
Kim Maree Jenkin
..... (Name/Title)

SIGNED FOR AND ON BEHALF OF MASTERS /
THE AUSTRALIAN MARITIME
OFFICERS UNION

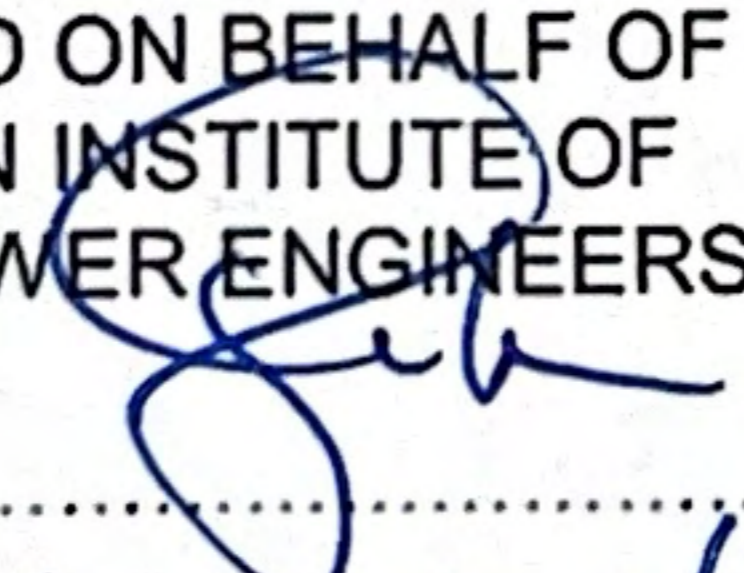

..... (Signature)
16 October 2024
..... (Date)

Mr Chris Claydon
Industrial Officer
Level 1 52 Buckingham Street,
Surry Hills, NSW 2010

In the presence of:

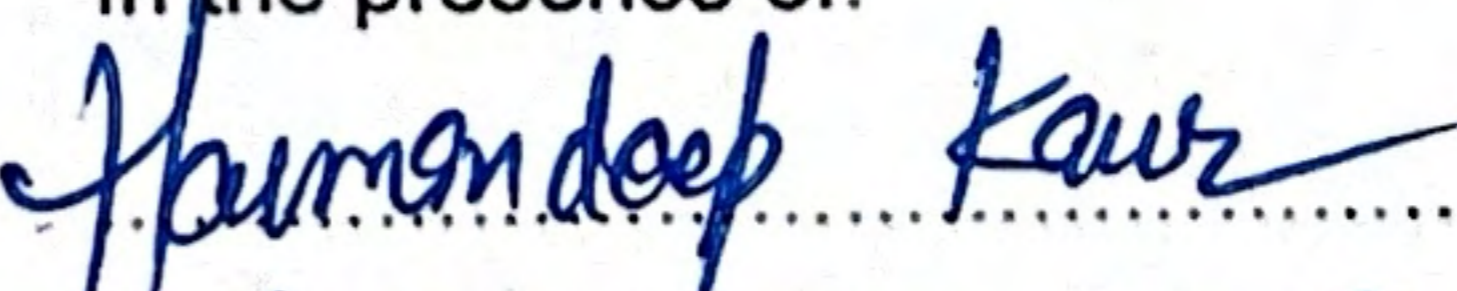

..... (Signature)
Tracey Ellis, Industrial Officer
..... (Name/Title)

SIGNED FOR AND ON BEHALF OF ENGINEERS /
THE AUSTRALIAN INSTITUTE OF
MARINE AND POWER ENGINEERS UNION


..... (Signature)
Gregory J. Yates.
15 October 2024.
..... (Date)

Mr Greg Yates
Snr National Organiser
Unit 14 "ROCKTON" 40 Brookes Street,
Bowen Hills, QLD 4006

In the presence of:


..... (Signature)
HARMANDEEP KAUR
..... (Name/Title)

SIGNED FOR AND ON BEHALF OF GENERAL PURPOSE HANDS /
THE MARITIME UNION OF AUSTRALIA (CFMMEU – Maritime Branch)

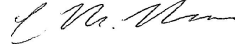


..... (Signature)

17 October 2024
..... (Date)

Mr Warren Smith
Deputy National Secretary
365-375 Sussex Street
Sydney NSW 2000

In the presence of:



..... (Signature)

Camilla Mason, Paralegal
..... (Name/Title)