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Sent: Friday, 7 October 2016 1:44 PM
To: 'Nathan Niven' (nniven@aimpe.asn.au); members@awu.net.au; 'Nathan@mcnally.com.au'
Cc: Chambers - Ross J
Subject: AM2014/223 – Dredging Industry Award 2010

Dear parties,

[AM2014/223](#) – Dredging Industry Award 2010

Further to the conference before Justice Ross on 4 August 2016 (see [transcript](#) at PN135–138) and in relation to item 12 of the [revised summary of submissions](#) published 24 June 2016, the attached Full Bench Decision issued on 3 April 1985 (Print F8045) provides a definition of aggregate wage as follows:

'The aggregate wage includes payment for 7 days a week at ordinary time and for overtime Monday to Friday based on the current standard working week of 40 hours.'

In their [submission](#) of 14 April 2016, at paragraph 5, the MUA proposed an alternative to the above definition as follows:

'Aggregate rate means the minimum rate that has been fixed on the basis that, except where otherwise provided in the award, it takes account of all aspects and conditions of employment both general and particular and incorporates the dredging industry allowance.'

In addition to the inclusion of a definition, the exposure draft asked parties to make submissions on how the aggregate wage is calculated. In their 2009 submissions (attached), the MUA outlined how these rates were originally calculated in the pre-reform award when they were introduced in 1985. Since their introduction the relationship between the minimum and aggregate rates has been altered due to the application of flat dollar wage increases by the AIRC. Accordingly the rates in the modern award may not accurately reflect the intended ratio between the minimum rates for employees on other than a fully operation vessel (in clause 14.2) and the aggregate rates in clause 14.3. The calculations in the attached spreadsheet notionally apply the 'MUA methodology' to the current minimum award rates to calculate the aggregate rates. Parties are asked to confirm if the MUA's methodology is correct and if so, is it proposed that the modern award rates be adjusted accordingly.

Regards,

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IN THE AUSTRALIAN CONCILIATION AND ARBITRATION COMMISSION

Conciliation and Arbitration Act 1904

In the matter of a notification of an industrial dispute between the

Merchant Service Guild of Australia and others

and

Australian Dredging and General Works Pty Ltd and others

in relation to wages and working conditions (hours part only section 31)

(C No. 3991 of 1983)

And in the matter of the

Maritime Industry Dredging Award, 1984(1)

MR DEPUTY PRESIDENT McKENZIE

MR JUSTICE MARKS

MR COMMISSIONER TURBET

MELBOURNE, 3 APRIL 1985

REASONS FOR DECISION

The matter before us concerns alterations to the hours of work provisions for persons employed under the Maritime Industry Dredging Award, 1984 (the Award). The Award covers the self-propelled side of the dredging industry. The proposed provisions are part of an agreed package settling a dispute going to wages and working conditions, the other aspects of the settlement being approved by Commissioner Turbet in February last. At the conclusion of the proceedings on 18 March 1985 we indicated that we were prepared to approve the alterations but that we would deliver our reasons later.

The proposed hours provisions differ in quantum and concept from those which have applied by virtue of clause 8 - Hours of duty, of the Maritime Industry Dredging Award, 1981 (the 1981 Award).(2) This clause provides for a 40-hour week and applies the same provisions to operations both when a vessel is fully operational and when it is laid up. It is now proposed to distinguish these two situations and provide for a 38-hour week when a vessel is laid up.

The provisions to apply when a vessel is fully operational - Part C, clause 2 - are based on hours of duty of 12 hours a day, 7 days a week. They cover day workers, shift workers and marine cooks, and formalise the round-the-clock working which has been an integral part of major dredging operations in Australian waters. Linked with this, an aggregate wage system is introduced for all classifications for both day and shift workers and there are revised provisions governing leave with pay. The aggregate wage includes

payment for 7 days a week at ordinary time and for overtime Monday to Friday based on the current standard working week of 40 hours. The provisions on leave with pay likewise reflect existing standards, encompassing leave in lieu of payment for weekend work and public holidays worked, annual leave and public holidays not worked.

(1)Print F7925 [M141] (2)Print E8504[M141]; (1982) 269 CAR 284
2 DECISION - MARITIME INDUSTRY DREDGING AWARD 1984

There is no alteration in the existing standard hours where a vessel is operational and no increase in the wages and costs under the amended provisions. Indeed, the latter was one of the employers' conditions in agreeing in principle to introduce an aggregate wage system (see section 19 of Terms of Settlement, Aggregate Wage and Leave).

The provisions to apply when a vessel is laid up, Part B, clause 3, are virtually those applying under the 1981 Award except for a 38-hour week in lieu of a 40-hour week. They cover both day workers and shift workers. Provisions going to leave with pay are also amended to reflect a 38-hour week. The current rates of wages are unchanged.

When the vessel is laid up, manning is at a minimal level and therefore it is said if there is any additional cost with the reduction in hours from 40 to 38 in those circumstances, it is not great. Two offsets have been agreed between the parties. Maximum flexibility is provided in the method of applying the reduced hours. We add only that we regard it as implicit in the clause that in the absence of agreement any party may refer the matter to the Commission for resolution. The second, and the main practical cost-offset relates to the inclusion in the Award of specific provisions for vessels proceeding from port to port. Up to now this has been a matter of individually negotiated agreements. Information was put before us to support the view that the costs currently involved in such voyages would be reduced, especially those of short duration. In addition to this reduction in direct costs, there is the reduced risk due to delay, because it will no longer be necessary to negotiate with the three unions involved on each occasion. All in all, any net additional cost because of reduced hours is, the parties submitted, negligible.

We were informed that the negotiations have been genuine, extending over some 18 months, and have been conducted with an absence of industrial action. Moreover, the outcome was not contrived. The parties contend that there will be increased efficiency and productivity as well as benefits for the general industrial relations environment.

We are satisfied, following close examination of what has been submitted, that the proposed provisions are not contrary to the Commission's Wage Fixing Principles(3) nor to the public interest. Accordingly, the Commission is prepared to make the necessary order, by consent. It will be settled by Commissioner Turbet.

AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION

Workplace Relations Act 1996

Award Modernisation

Maritime Industry

(AM2008/41)

FURTHER SUBMISSIONS OF THE MARITIME UNION OF AUSTRALIA

AND

THE AUSTRALIAN INSTITUTE OF MARINE AND POWER ENGINEERS

IN SUPPORT OF THE MAKING OF THE DREDGING INDUSTRY AWARD 2010

1. We are the lawyers for the Maritime Union of Australia and the Australian Institute of Marine and Power Engineers. These submissions are made following the public consultations before Commissioner Raffaelli on 19 March 2009. The submissions are only directed to answering the matters raised in those consultations in so far as they relate to our proposed Dredging Industry Award 2010.

Coverage

2. All parties interested in the dredging industry now accept that it should be regulated by a single, separate modern award drafted along industry lines.¹

¹ Mr McCarthy who represents the Dredging Industry Industrial Secretariat ("DIIS") in discussions on 25 March 2009 advised that they had altered their prior position recorded at PN59 that there should be two industry dredging awards.

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Amendments to the draft award

3. We have prepared a further draft of the proposed Dredging Industry Award 2010 which is attachment "A" to these submissions. That draft:

a. Inserts classifications descriptors of:

- i. Chief Operator
- ii. 1st Operator
- iii. 2nd Operator
- iv. Leading Hand (reclamation)
- v. Dredgehand
- vi. Leading driller
- vii. Driller
- viii. Drilling technician
- ix. Assistant driller
- x. Crew attendant
- xi. Mechanical attendant
- xii. Pump operator, welder, /welder dredge hand/welder
- xiii. Driller
- xiv. Assistant pump operator
- xv. driller, deckhand/driller
- xvi. Assistant driller

These descriptors are new to the industry.

- b. Relocates the description of the industry to the definition clause (clause 3). This is consistent with the approach of the AIRC in making the majority of the modern awards that have been made to date.
 - c. Regroups the rates of pay for each of the classifications
 - d. Adopts the current order for classifications and minimum wage rates
4. We are yet to receive comment from the DIIS on the content of the award and accordingly had not been able to reach agreement on the categories of employment.

Termination

5. We are instructed that our proposed clause 12.5 "return to place of engagement" represents current standard practices in the industry. We acknowledge it is not a term found in any of the three awards that currently regulate the industry.

Redundancy

6. Our proposed clause 13 "Redundancy" reflects the current industry entitlements. The clause is in the same terms as:
- a. clause 20 of the Maritime Industry Dredging Award 1998;
 - b. clause 20 of the Marine Engineers (Non-propelled) Dredge Award 1998; and
 - c. clause 20 of Dredging Industry (AWU) Award 1998
7. The Fair Work Act 2009 provides that an industry specific redundancy scheme can be included in a modern award. (section 141) The Full Bench has included industry specific redundancy schemes in:
- a. Black Coal Mining Industry Award 2010;
 - b. Higher Education Industry—Academic Staff—Award 2010

8. The industry specific scheme reflects the intermittent nature of projects in this industry and should be retained. Essentially work is project based and dependent on major infrastructure projects that are carried out by Port Authorities.

Aggregate wage

9. The nature of the aggregate wage was explained by the Full Bench of the Commission in Print F8045 as “including payment for 7 days a week at ordinary time and overtime Monday to Friday based on current standard week of 40 hours.”
10. The apparent oddity that day workers are paid a higher aggregate wage to shift workers is resolved by the fact that shift workers work a rotating day/night shift pattern. The relevant calculations are reproduced below:

AGGREGATE WAGE FORMULAE

PERMANENT DAY WORKERS				Proportion of weeks pay	
Ordinary time hours:	7 x 8	=	56/40	=	1.4
Overtime hours:	7 x 4 x 2	=	56/38	=	<u>1.4737</u>
					<u>2.8737</u>
Weekly Aggregate Wage	=				

$$\frac{26 [(2.8737 \times \text{base rate}) + \text{Dredging Industry Allowance}] + 26 (\text{base rate} \times 1.5)}{52}$$

52

2.8737 factor is based on:

56 hours ordinary time

28 hours overtime paid at double time the weekly rate divided by 38

26 Factor is based on:

26 weeks work and 26 weeks of leave

1.5 factor is based on:

Leave being paid with a 50% loading.

SHIFT WORKERS (ROTATING DAY SHIFT AND NIGHT SHIFT)

<u>Day Shift</u>					<u>Proportion of weeks pay</u>
Ordinary time hours:	7 x 8	=	56/40	=	1.4
Overtime hours:	7 x 4 x 2	=	56/38	=	<u>1.4737</u>
Night Shift					
Ordinary time hours:	6 x 8	=	48/40	=	1.2
Overtime hours:	6 x 4 x 2	=	48/38	=	1.2632
Shift penalty	30%	=		=	<u>.3</u>
	Total for 2 weeks			=	<u>5.6369</u>
	Average per week			=	2.8185

Weekly Aggregate Wage =

$$\frac{26[(2.8185 \times \text{base rate}) + \text{Dredging Industry allowance}] + 26(\text{base rate} \times 1.5)}{52}$$

2.8185 factor is based on:

56 hours ordinary time one week and 48 hours ordinary time the next week

28 hours overtime one week and 24 hours overtime the next week, both paid at double time the weekly rate divided by 38

30% of the base rate shift penalty one week and no shift penalty the other week

26 factor is based on:

26 weeks work and 26 weeks of leave

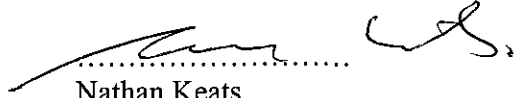
1.5 factor is based on:

Leave being paid on a 50% loading

Dated: 8 April 2009



.....
William Grant McNally
Solicitor for the Maritime Union of Australian and
The Australian Institute of Marine and Power Engineers



.....
Nathan Keats

Attachment "A"

Dredging Industry Award 2010

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Part 1—Application and Operation

1. Title

This award is the *Dredging Industry Award 2010*.

2. Commencement date

This award commences on 1 January 2010.

3. Definitions and interpretation

3.1 In this award, unless the contrary intention appears:

Act means the *Workplace Relations Act 1996* (Cth).

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

Day means the 24 hours midnight to midnight.

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

Dredging Industry means:

- (a) employers engaged in or in connection with vessels operated in or in connection with dredging or sluicing work generally and including such work in relation to land reclamation, metalliferous mining and oil drilling; and
- (b) employers engaged in or in connection with barges, self-propelled dredges, tugs or other self-propelled vessels, used in connection with the dredging of ports, harbours, bays, estuaries, rivers and channels requiring travelling to or from a dumping area, or whilst moving from port to port.

employee has the meaning in the Act

employer has the meaning in the Act

enterprise award has the meaning in the Act

Free Passage means for travel by rail – first class including sleeper berth when so provided; for travel by air – commercial aircraft, economy class.

Fully operational means the period between the time employees go on to twelve hour shifts for the mobilisation of a vessel until the completion of the demobilisation period. Such period shall include the preparation on site for operations, dredging operations, running repairs and maintenance carried out during the course of the

contract but does not include scheduled breaks in the contract program where the vessel is not required.

Home port means the port at which the employee is originally engaged or mutually agreed upon between the employer and the employee concerned.

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

Month means a calendar month.

NES means National Employment Standards

Senior assistant driller means an assistant driller with nine months service or more with the employer on a drill rig.

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

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

Standard rate means the minimum wage for the classification of A.B Deckhand in clause 14.2(a).

- 3.2 Where this award refers to a condition of employment provided for in the NES the reference is to the condition as defined in the NES.

4. Coverage

- 4.2 This industry award covers employers in the Dredging Industry and their employees in the classifications within Schedule A to the exclusion of any other modern award. The award does not cover employers in the following industries:

- (a) Offshore Oil & Gas;
- (b) Port, Harbour and Enclosed Waters;
- (c) Port Authority and Port Construction;
- (d) Seagoing;
- (e) Stevedoring; and
- (f) Tug;

- 4.3 The award does not cover an employee excluded from award coverage by the Act.

- 4.4 The award does not cover an employer bound by an enterprise award with respect to any employee who is covered by the enterprise award.

- 4.5 Where an employer is covered by more than one award, an employee of that employer is covered by the award classification which is most appropriate to the work performed by the employee and to the environment in which the employee normally performs the work.

5. Access to the award

- 5.1 The employer must ensure that copies of this award and the NES are available to all employees to whom they apply either on a noticeboard which is conveniently located at or near the workplace or through electronic means, whichever makes them more accessible

6. The National Employment Standards and this award

The NES and this award combine to form the minimum conditions of employment for employees to whom this award applies.

7. Award flexibility

- 7.1 Notwithstanding any other provision of this award an employer and an individual employee may agree to vary the application of certain terms of this award to meet the genuine individual needs of the employer and the individual employee. The terms of the employer and the individual employee may agree to vary the application of are those concerning:

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

- 7.2 The employer and the individual employee must have genuinely made the agreement without coercion or duress.

- 7.3 The agreement between the employer and the individual employee must:

- (a) Be confined to a variation in the application of one or more of the terms listed in clause 7.1; and
- (b) Not disadvantage the individual employee in relation to the individual employee's terms and conditions of employment.

- 7.4 For the purposes of clause 7.3(b) the agreement will be taken not to disadvantage the individual employee in relation to the individual employee's terms and conditions of employment if:

- (a) The agreement does not result, on balance, in a reduction in the overall terms and conditions of employment of the individual employee under this award and any applicable agreement made under the Act, as those instruments applied as at the date the agreement commences to operate; and

- (b) The agreement does not result in a reduction in the terms and conditions of employment of the individual employee under any other relevant laws of the Commonwealth or any relevant laws of a State or Territory.

7.5 The Agreement between the employer and the individual employee must also:

- (a) Be in writing, name the parties to the agreement and be signed by the employer and the individual employee and, if the employee is under 18 years of age, the employee's parent or guardian;
- (b) State each term of this award that the employer and the individual employee have agreed to vary;
- (c) Detail how the application of each term has been varied by agreement between the employer and the individual employee;
- (d) Detail how the agreement does not disadvantage the individual employee in relation to the individual employee's terms and conditions of employment; and
- (e) State the date the agreement commences to operate.

7.6 The employer must give the individual employee a copy of the agreement and keep the agreement as a time and wages record.

7.7 The agreement may be terminated:

- (a) By the employer or the individual employee giving four weeks' notice of termination, in writing, to the other party and the agreement ceasing to operate at the end of the notice period; or
- (b) At any time, by written agreement between the employer and the individual employee.

7.8 The right to make an agreement pursuant to this clause is in addition to, and is not intended to otherwise affect, any provision for an agreement between an employer and an individual employee contained in any other term of this award.

Part 2—Consultation and Dispute Resolution

8. Consultation regarding major workplace change

8.1 Employers to notify

- (a) Where an employer has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the employer must notify the employees who may be affected by the proposed changes and their representatives, if any.
- (b) **Significant effect** include termination of employment, major changes in composition, operation or size of the employer's workforce or in the skills required; the elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations and the restructuring of jobs. Provided that where this award makes provisions for alteration of any of the matters referred to herein an alteration is deemed to not have significant effect.

8.2 Employers to discuss change

- (a) The employer must discuss with the employees affected and their representatives, if any, the introduction of the changes referred to in clause 8.1 of this award and the effects the changes are likely to have on employees, measures to avert or mitigate the adverse effects of such changes on employees and must give prompt consideration to matters raised by the employees and/or their representatives in relation to the change.
- (b) The discussions must commence as early as practicable after a definite decision has been made by the employer to make the changes referred to in clause 8.1 of this award.

8.3 For the purposes of such discussion, the employer must provide in writing to the employees concerned and their representatives all relevant information about the changes including the nature of the changes proposed; the expected effects of the changes on employees and any other matters likely to affect employees provided that no employer is required to disclose confidential information the disclosure of which would be contrary to the employer's interests.

9. Dispute resolution

- 9.1** In the event of a dispute in relation to a matter arising under this award, or the NES, in the first instance the parties will attempt to resolve the matter at the workplace by discussions between the employee or employees concerned and the relevant supervisor. If such discussions do not resolve the dispute, the parties will endeavour to resolve the dispute in a timely manner by discussions between the employee or employees concerned and more senior levels of management as appropriate.
- 9.2** If a dispute in relation to a matter arising under this award is unable to be resolved at the workplace, and all appropriate steps under clause 9.1 have been taken, a party to the dispute may refer the dispute to the Commission.
- 9.3** The parties may agree on the process to be utilised by the Commission including mediation, conciliation and consent arbitration.
- 9.4** Where the matter in dispute remains unresolved the Commission may exercise any method of dispute resolution permitted by the Act it considers appropriate to ensure the settlement of the dispute.
- 9.5** An employer or employee may appoint another person, organisation or association to accompany and/or represent them for the purpose of this clause.
- 9.6** While the dispute resolution procedure is being conducted work must continue normally unless an employee has a reasonable concern about an imminent risk to his or her health or safety. Subject to applicable occupational health and safety legislation, an employee must not unreasonably fail to comply with a direction by the employer to perform other available work, whether at the same or another workplace that is safe and appropriate for the employee to perform.

Part 3—Types of Employment and Termination of Employment

10. Employment categories

10.1 General

- (a) Employees under this award will be employed in one of the following categories:
 - (i) Full Time Employees; or
 - (ii) Casual Employees; or
- (b) At the time of engagement an Employer will inform each Employee of the terms of their engagement and in particular whether they are to be Full-Time, or Casual Employees.

10.2 Casual Employment

- (a) A Casual Employee is an Employee engaged as such.
- (b) A Casual Employee for working within the ordinary hours of work (pursuant to Clause 20) shall be paid per hour for the work performed plus 25% loading which incorporates the casual Employees' entitlements to annual leave, annual leave loading and any other rates and allowances contained in this award except overtime and shift allowances.
- (c) Casual Employees must be paid at the termination of each engagement, but may agree to be paid weekly or fortnightly.
- (d) On each occasion a Casual Employee is required to attend work he or she is entitled to a minimum payment for two hours work.

11. Employer and employee duties

- 11.1 An employer may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training consistent with the classification structure of this award provided that such duties are not designed to promote de-skilling.
- 11.2 An employer may direct an employee to carry out such duties and use such tools and equipment as may be required provided that such employee has been properly trained in the use of such tools and equipment.
- 11.3 Any direction issued by an employer pursuant to 11.1 and 11.2 shall be consistent with the employer's responsibilities to provide a safe and healthy working environment.

12. Termination of employment

12.1 Termination of employment

- 12.2 Notice of termination is provided for in the NES.

12.3 Notice of termination by an employee

The notice of termination required to be given by an employee is the same as that required of an employer except that there is no requirement on the employee to give additional notice based on the age of the employee concerned. If an employee fails to give the required notice the employer has the right to withhold pay to a maximum amount equal to the amount the employee would have received under the terms of the NES.

12.4 Job search entitlement

Where an employer has given notice of termination to an employee, an employee will be allowed up to one day's time off without loss of pay for the purpose of seeking other employment. The time off will be taken at times that are convenient to the employee after consultation with the employer.

12.5 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.

13. Redundancy

13.1 The redundancy arrangements in this award are an industry-specific redundancy scheme and, as such, Subdivision B of Division 10 of the NES does not apply.

13.2 This clause applies to employees other than casual employees who remain in employment until the completion of a contract unless transferred by the employer.

13.3 At the completion of each contract an employee shall become entitled to a period of redundancy leave. Such leave shall be calculated on the employee's service during the period of dredging work on a contract.

13.4 Leave shall be granted only on the termination of employment.

13.5 The leave shall be paid at the rate of three weeks' leave for each year of continuous service or pro rata calculated on completed months of service. Such leave shall be paid at the rate prescribed 14.1(d) for a day worker.

Part 4—Minimum Wages and Related Matters

14. Classifications and minimum wage rates

14.1 Adult employees

(a) The classifications in which employees may be employed are set out in Schedule A.

(b) A full-time adult employee engaged on a non-propelled dredge must be paid a minimum weekly rate as set out below:

Classification	Wage per week
	\$
Chief Engineer Chief Operator	729.8
1st Engineer 1st operator	714.6
Drilling technician	694.4
Engineer Mechanical attendant	680.2
Crane operator/mechanical	673.6
Electrician	671.6
Leading driller	666.6
2nd Engineer 2nd Operator Leading hand (reclamation)	651.6
Driller	633.3
3rd Engineer	621.4
Dredgehand Greaser Assistant driller Crew attendant	610.7

- (c) A full-time adult employee engaged on a dredge other than a non-propelled dredge that is not fully operational must be paid a minimum weekly rate as set out below:

Group	Wage Per Week
	\$
Trailer master Chief engineer	777.40

Trailer shift master Tug master "W.H. Reliance" or equivalent Senior 2nd engineer Electrical engineer "Humber River" or equivalent Engineer "W.H. Reliance" or equivalent	755.00
Trailer mate Tug master, tug engineer Junior 2nd engineer, electrical engineer Pump operator, A.B./welder, deckhand/welder dredgehand/welder Bosun/driller	692.20
Launch driver	669.80
assistant pump operator a.b./driller, deckhand/driller bosun chief cook	656.00
A.B. deckhand Deckhand/assistant driller A.B. seamen, deckhand, dredge hand, greaser, fireman, motorman, crew attendant Second cook	639.50

- (d) A full-time adult employee engaged on a dredge other than a non-propelled dredge that is fully operational must be paid the weekly aggregate wage as set out below:

Group	Day Workers	Shift Workers
	\$	\$
Trailer master Chief engineer	\$1,940.70	
Trailer shift master Tug master "W.H. Reliance" or equivalent Senior 2nd engineer Electrical engineer "Humber River" or equivalent Engineer "W.H. Reliance" or equivalent	\$1,871.91	\$1,850.74
Trailer mate Tug master, tug engineer Junior 2nd engineer, electrical engineer Pump operator, A.B./welder, deckhand/welder dredgehand/welder Bosun/driller	\$1,652.89	\$1,634.31
Launch driver	\$1,577.85	\$1,560.06
assistant pump operator a.b./driller, deckhand/driller bosun chief cook	\$1,535.74	\$1,518.53

A.B. deckhand		
Deckhand/assistant driller		
A.B. seamen, deckhand, dredge hand, greaser, fireman, motorman, crew attendant		
Second cook	\$1,484.88	\$1,466.99

15. Allowances

15.1 Victualling and accommodation allowances

- (a) If required by the employer, an employee shall live aboard a vessel and the employer shall accommodate and keep the employee without cost to the employee.
- (b) Where the employer provides victualling and accommodation, the allowances prescribed in this clause shall not be paid.
- (c) **Accommodation allowance**
- (i) At the time of engagement of the employee, agreement shall be reached between the employer and the employee as to the employee's home port.
- (ii) If an employee is required by the employer to live away from the agreed "home port", they shall be paid 46.70% of the SR per week in lieu of accommodation.
- (iii) Where it is not practicable for the weekly rate prescribed herein to be paid, the employee shall be paid at the rate of 13.04% of the SR per night in lieu of accommodation and this rate shall continue to be paid until the employer notifies the employee that thereafter the employee shall be paid at the weekly rate of 46.70% of the SR per week.
- (iv) Where, following a request by any employee, the employer arranges to provide comfortable accommodation at the employer's expense, and the employee(s) use the accommodation for the duration of the contract the employee(s) shall not be entitled to the accommodation allowance set out above.
- (d) **Victualling allowance**
- (i) Where victualling is not provided by an employer, an employee shall be paid an amount of 46.72% of the SR per week in lieu of victualling.
- (ii) Where it is not practicable for the weekly rate prescribed in (a) herein to be paid, the employee shall be paid the following amounts per day:

	% of SR
Breakfast	2.62
Lunch	3.21
Dinner	4.16

- (iii) These rates shall continue to be paid until the employer notifies the employee that thereafter the employee shall be paid at the weekly rate of 46.72% of the SR per week in lieu of victualling.
- (iv) The allowances prescribed by this clause are not payable during leave periods.

15.2 Protective and industrial clothing

- (a) Employees shall be paid an allowance of 3.85% of the SR per week and shall provide themselves with adequate industrial clothing including footwear, shirts, singlets, overalls and shorts.
- (b) Where conditions require, employees shall also provide necessary protective clothing and equipment including:
- (c) oilskins, sea boots, goggles, gloves and southwester.
- (d) The reasonable cost of such protective clothing and equipment shall be reimbursed to the employee by the employer.
- (e) 15.2(c) shall not apply where the employer supplies the protective clothing and equipment.
- (f) The protective clothing above described shall at all times remain the property of the employer and shall be returned by the employee to the employer at the completion of the said employee's service.
- (g) The allowance prescribed by this clause is not payable during leave periods.

15.3 Travelling - local

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

- (c) An employee shall be paid 1.78% of the SR per day for excess fares incurred on any day upon which he is directed to work.
- (d) The provisions of this clause shall not apply to employees who are required by the employer to live aboard a vessel.

15.4 Travel other than local

- (a) An employee proceeding from the place of engagement to and from a port at which the dredge is working shall be provided by the employer with a free passage.
 - (i) Provided that if the employee terminated his employment, or employment is terminated by the employer for misconduct within six weeks or the period of the work cycle whichever occurs first from the commencement of the employment, the cost of the free passage shall be deducted from any payments due to the employee. Provided further that the employer shall not be obligated to provide return passage for the employee in such circumstances.
- (b) The provisions of 15.4(a) hereof shall likewise apply in respect to an employee who returns to his place of employment following an absence on account of accumulated and/or annual leave.
- (c) The time spent in travelling between the place of engagement and the place at which the dredger is working and the agreed home port of the employee shall be paid for at the ordinary rate for the time so occupied, with a maximum payment of eight hours in any 24 hours.
- (d) The employee shall be entitled to reimbursement of taxi fares reasonably incurred up to a maximum of 8.18% of the SR subject to the production of receipts for travel between the transport terminal at the employee's home port and his home on each of the forward and return journeys. Where an employee's residence is in other than his home port, such payment will be limited to the journey between the home port transport terminal and any other public transport terminal necessary for further travel to his place of residence.

15.5 Special rates - confined areas

- (a) Boiler workers etc. - For any of the following work an employee shall, in addition to any other ordinary or overtime rate payable under this award, be paid at the rate of 0.16% of the SR per hour for the time so occupied:
 - (i) working inside boilers or furnaces;
 - (ii) working inside the casing of internal combustion engines;
 - (iii) working inside oil tanks in motor vessels;
 - (iv) working in bilges (including rose boxes) and coffer dams;
 - (v) working inside of impeller pump casings and dredging pipes;
 - (vi) working under engine room or pump room deck plates.

15.6 Hard-lying allowance

Employees required to live aboard a vessel and share a cabin with another employee shall be paid a hard-lying allowance of 3.08% of the SR per week. The allowance shall not be subject to any penalties or premium prescribed by this award.

15.7 Shipkeeping

- (a) A master, mate or engineer shipkeeping in any port for all or part of the hours between 5.00 pm and 7.00 am shall be entitled to an extra twelve hours' pay at ordinary rates.
- (i) When the vessel is laid up the employees shall be paid a special allowance of:

	% of the SR
Remote areas:	29.36
Less remote areas:	19.53
Major ports (dredging industry allowance)	12.94

- (ii) When the vessel is fully operational the employees shall be paid a special allowance of:

	% of the SR
Remote areas:	16.42
Less remote areas:	6.57

A.1.1 This allowance shall not be taken into account in calculating the rate of wage for shift work, overtime, annual or accumulated or redundancy leave.

15.8 Dual certificate allowance

- (a) A payment of an additional loading of 3.63% of the SR per week shall be made to an employee working on a vessel laid up who acts in a dual capacity of master and engineer. The rate shall be treated as part of the wages for all purposes of this award.
- (b) A payment of an additional loading of 7.72% of the SR per week shall be made to an employee working on a fully operational vessel who acts in a dual capacity of master and engineer. The rate shall be treated as part of the wages for all purposes of this award.

15.9 Radar observer's allowance

- (a) An allowance of 3.63% of the SR per week shall be paid to masters and mates who are holders of a valid Radar Observer's Certificate when working on a vessel equipped with radar.
- (b) This allowance shall not be taken into account in calculating the rate of wage for shift work, overtime, annual leave, accumulated leave or redundancy/severance payments.

15.10 Fire-fighting allowance

- (a) An allowance of 3.63% of the SR per week shall be paid to engineers who hold a valid Fire-fighting Certificate or furnish proof of their attendance at an authorised fire-fighting course for marine personnel.
- (b) This allowance shall not be taken into account in calculating the rate of wage for shift work, overtime, annual leave, accumulated leave or redundancy/severance payments.

15.11 Additional allowances

- (a) An additional payment of 7.19% of the SR per week shall be payable to a chief cook whose duties include the ordering of stores and the issue of linen.
- (b) If a second cook is required to perform cleaning duties outside of the galley and storerooms, he shall be paid an allowance of 5.13% of the SR in addition to the rates fixed for his ordinary work.
- (c) These rates shall not be taken into account in calculation the rate of wage for shift work, overtime, annual leave, accumulated leave or redundancy/severance payments.
- (d) **Protective clothing**
 - (i) Marine cooks shall be reimbursed by the employer for the reasonable cost of providing the following protective clothing for working in freezers: gloves and freezer suit.
 - (ii) This provision shall not apply where the employer supplies the protective clothing.

15.12 Meals - overtime

- (a) An employee required to work overtime for more than one and a half hours after his ordinary finishing time shall be supplied with a meal by the employer or be paid 4.16% of the SR and if, owing to the amount of overtime worked, a second or subsequent meal is required, he shall be supplied with such meal by the employer or be paid 4.16% of the SR for each meal so required.

15.13 Vessels proceeding from port to port

- (a) Employees on vessels proceeding from one port (or its equivalent) to another port (or its equivalent) shall be paid:
 - (i) The aggregate wage prescribed in clause 14.2(c);

- (ii) The remote areas allowance prescribed in clause 15.7(a)(ii) and
- (iii) an allowance of 14.17 % of the SR per day or part of a day.
- (b) The rate of pay for the radio officer shall be equivalent to the trailer mate's rate.
- (c) Provisions of sections 127 and 132 of the *Navigation Act 1912-1970* shall apply in respect of all employees whether in fact or in law the Act of its own force applies to them.
- (d) Each crew member shall be covered by a personal accident policy for death risk, loss of limbs and corresponding benefits to the value of 22,366.41% of the SR. This amount is payable in addition to the amounts payable under the Seamen's Compensation Act.
- (e) Employees who are not offered employment immediately after the vessel's arrival at its destination will be repatriated to their home port.
- (f) Articles of Agreement as required by the Navigation Act shall be opened for the voyage.

16. Mixed functions

An employee engaged for more than two hours during one day on duties carrying a higher rate than his or her ordinary classification shall be paid the higher rate for such day. If engaged for two hours or less during one day he or she shall be paid the higher rate for the time so worked.

17. Payment of wages

Wages shall be paid weekly or fortnightly. Wages may be paid by cash or electronic funds transfer (EFT).

18. Superannuation

18.1 Superannuation legislation

- (a) Superannuation legislation, including the *Superannuation Guarantee (Administration) Act 1992* (Cth), the *Superannuation Guarantee Charge Act 1992* (Cth), the *Superannuation Industry (Supervision) Act 1993* (Cth) and the *Superannuation (Resolution of Complaints) Act 1993* (Cth), deals with the superannuation rights and obligations of employers and employees. Under superannuation legislation individual employees generally have the opportunity to choose their own superannuation fund. If an employee does not choose a superannuation fund, any superannuation fund nominated in the award covering the employee applies.
- (b) The rights and obligations in these clauses supplement those in superannuation legislation.

18.2 Employer contributions

- (a) An employer must make such superannuation contributions to a superannuation fund for the benefit of an employee as will avoid the employer being required to pay the superannuation guarantee charge under superannuation legislation with respect to that employee.

18.3 Voluntary employee contributions

- (a) Subject to the governing rules of the relevant superannuation fund, an employee may, in writing, authorise their employer to pay on behalf of the employee a specified amount from the post-taxation wages of the employee into the same superannuation fund as the employer makes the superannuation contributions provided for in clause 18.2.
- (b) An employee may adjust the amount the employee has authorised their employer to pay from the wages of the employee from the first of the month following the giving of three months' written notice to their employer.
- (c) The employer must pay the amount authorised under clauses 18.3(a) or (b) no later than 28 days after the end of the month in which the deduction authorised under clauses 18.3(a) or (b) was made.

18.4 Superannuation fund

Unless, to comply with superannuation legislation, the employer is required to make the superannuation contributions provided for in clause 18.2 to another superannuation fund that is chosen by the employee, the employer must make the superannuation contributions provided for in clause 18.2 and pay the amount authorised under clauses 18.3(a) or (b) to one of the following superannuation funds:

- (a) the Stevedoring Employees Retirement Fund (SERF); or
- (b) the Seafarer's Retirement Fund (SRF) (REST); or
- (c) AMP Superannuation Savings Trust [MOST, AIMPE or MODIF]; or
- (d) any superannuation fund to which the employer was making superannuation contributions for the benefit of its employees before 12 September 2008, provided the superannuation fund is an eligible choice fund.

18.5 Absence from work

Subject to the governing rules of the relevant superannuation fund, the employer must also make the superannuation contributions provided for in clause 18.2 and pay the amount authorised under clauses 18.3(a) or (b):

- (a) **Paid leave**—while the employee is on any paid leave;
- (b) **Work-related injury or illness**—for the period of absence from work (subject to a maximum of 52 weeks) of the employee due to work-related injury or work-related illness provided that:
 - (i) the employee is receiving workers compensation payments or is receiving regular payments directly from the employer in accordance with the statutory requirements; and
 - (ii) the employee remains employed by the employer.

Part 5—Hours of Work and Related Matters

19. Ordinary hours of work and rostering

19.1 This clause supplements Division 2 of the NES which deals with maximum weekly hours.

19.2 Span of hours

(a) Ordinary hours may be worked between 8am and 4:30pm for up to 8 hours per day, Monday to Friday inclusive or between 7am and 5pm when not engaged in dredging duties.

19.3 Span of hours – vessels fully operational

(a) Day workers' hours of duty shall consist of twelve hours per day on each of seven days per week between 6.00 a.m. and 6.00 p.m. or such other starting and finishing times as may be mutually agreed.

(b) Shift workers' hours of duty shall consist of one week of day shifts alternating with one week of night shifts. The day shift cycle shall comprise twelve-hour shifts on each of seven days per week between 6.00 a.m. and 6.00 p.m. The night shift cycle shall comprise twelve-hour shifts on each of six days per week between 6.00 p.m. and 6.00 a.m.

(c) Marine cooks' hours of duty shall consist of twelve hours per day on each of seven days per week.

20. Breaks

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

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

20.3 Shift workers

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

20.5 Maximum hours

- (a) Employees shall not work for more than eighteen hours continuously. After such an eighteen hour continuous work period he shall have ten hours off (inclusive of two meal hours), subject to employees being available to ensure the continuous operation of the vessel. Less than four hours off shall not constitute a break in the work period of eighteen continuous hours hereinbefore mentioned. For the purpose of this subclause a passive shift shall not be counted as time worked.
- (b) An employee recalled to work overtime otherwise than in a consecutive extension before or after ordinary duty for the day, shall be paid a minimum of four hours' work at the appropriate rates.
- (c) If an employee is called back to work on more than one occasion between ceasing time one day and starting time the next day, he shall be paid for all time from the commencement of the first call out to the conclusion of the last call out at the double rate of pay.

21. Overtime and penalty rates

21.1 Employees will be entitled to be paid:

- (a) A loading of 100% of the ordinary hourly base rate of pay for any time worked outside of ordinary hours on a Monday to Sunday, except for public holidays.

21.2 Public holidays

An employee will be paid a loading of 150% of the ordinary hourly base rate of pay, for any hours, ordinary and overtime, worked on a public holiday with a minimum payment for 4 hours work.

21.3 Shift work penalties

An employee working shift work and which shift commences at or after 6.00 p.m. on any Monday to Friday inclusive, shall be paid a loading of 30% of the standard rate per hour. If a three shift per day system is worked the additional rate of fifteen per cent shall be payable in respect of the afternoon and night shifts.

Part 6—Leave and Public Holidays

22. Annual leave

Annual leave is provided for in Division 6 of the NES.

23. Personal/carer's leave and compassionate leave

23.1 This clause supplements the provisions of Division 6 of the NES.

23.2 Employees shall be entitled to 3 days compassionate leave.

24. Community service leave

Community Service leave is provided for in Division 7 of the NES.

25. Public holidays

25.1 Public holiday entitlements are provided for in Division 9 of the NES.

25.2 An employee shall be paid at the rate of double time and one half with a minimum payment of four hours when required to work on a public holiday. Provided that where a twelve hour shift or period of duty is commenced on a public holiday the payment of double time and a half shall be discharged by the actual payment of the first eight hours at single time and the remaining hours at double time and the accumulation of 0.35 of a week's leave.

Schedule A—Classifications

A.1 Master (includes a trailer master, trailer shift master and a tug master)

A master is an employee who holds a certificate of competency in accordance with Marine Orders –Part 3 or as recognised by the Australian Maritime Safety Authority or an equivalent authority of a Flag State or where relevant an equivalent State of Territory authority.

A.2 Chief Engineer

A chief engineer is an employee who holds a certificate of competency in accordance with Marine Orders –Part 3 or as recognised by the Australian Maritime Safety Authority or an equivalent authority of a Flag State or where relevant an equivalent State of Territory authority

A.3 First Engineer

A first engineer is an employee who holds a certificate of competency in accordance with Marine Orders –Part 3 or as recognised by the Australian Maritime Safety Authority or an equivalent authority of a Flag State or where relevant an equivalent State of Territory authority.

A.4 Second Engineer

A second engineer is an employee who holds a certificate of competency in accordance with Marine Orders –Part 3 or as recognised by the Australian Maritime Safety Authority or an equivalent authority of a Flag State or where relevant an equivalent State of Territory authority.

A.5 Third Engineer

A third engineer is an employee who holds a certificate of competency in accordance with Marine Orders –Part 3 or as recognised by the Australian Maritime Safety Authority or an equivalent authority of a Flag State or where relevant an equivalent State of Territory authority

A.6 Engineer

An engineer is an employee who holds a certificate of competency in accordance with Marine Orders –Part 3 or as recognised by the Australian Maritime Safety Authority or an equivalent authority of a Flag State or where relevant an equivalent State of Territory authority

A.7 Electrical Engineer

An electrical engineer is an employee who holds a certificate of competency in accordance with Marine Orders –Part 3 or as recognised by the Australian Maritime Safety Authority or an equivalent authority of a Flag State or where relevant an equivalent State of Territory authority

A.8 Electrician

An electrician is an employee who holds an AQF III Certificate or equivalent certificate of competency of a relevant Australian Authority or an equivalent authority of a Flag State.

A.9 Bosun

A bosun is an employee who holds a certificate of competency in accordance with Marine Orders –Part 3 or as recognised by the Australian Maritime Safety Authority or an equivalent authority of a Flag State or where relevant an equivalent State of Territory authority

A.10 Deckhand

A deckhand is an employee who holds a certificate of competency in accordance with Marine Orders –Part 3 or as recognised by the Australian Maritime Safety Authority or an equivalent authority of a Flag State or where relevant an equivalent State of Territory authority

A.11 Launch driver

A launch driver is an employee who holds a certificate of competency in accordance with Marine Orders –Part 3 or as recognised by the Australian Maritime Safety Authority or an equivalent authority of a Flag State or where relevant an equivalent State of Territory authority

A.12 Chief Cook

A chief cook is an employee who holds an AQF III Certificate or equivalent certificate of competency of a relevant Australian Authority or an equivalent authority of a Flag State.

A.13 Second Cook

A second cook is an employee who holds an AQF III Certificate or equivalent certificate of competency of a relevant Australian Authority or an equivalent authority of a Flag State.

A.14 Greaser

A greaser is an employee who holds a certificate of competency in accordance with Marine Orders –Part 3 or as recognised by the Australian Maritime Safety Authority or an equivalent authority of a Flag State or where relevant an equivalent State of Territory authority.

A.15 Fireman

A fireman is an employee who holds a certificate of competency in accordance with Marine Orders –Part 3 or as recognised by the Australian Maritime Safety Authority or an equivalent authority of a Flag State or where relevant an equivalent State of Territory authority.

A.16 Able Seaman

A able seaman is an employee who holds a certificate of competency in accordance with Marine Orders –Part 3 or as recognised by the Australian Maritime Safety Authority or an equivalent authority of a Flag State or where relevant an equivalent State of Territory authority.

A.17 Motorman

An employee responsible for maintaining the engines that power the drilling equipment. The Motorman also assists in general cleaning and maintenance work as required.

A.18 Crane Operator

An employee certificated who operates and maintains the rig deck crane and who directs the work of the roustabouts.

A.19 Chief Operator

An employee who is in charge of the operation of a dredge.

A.20 1st Operator

An employee who works under the supervisions of the Chief Operator.

A.21 2nd Operator

An employee who works under the supervision of the Chief Operator and the 1st Operator.

A.22 Leading Hand (reclamation)

An employee in charge of one or more employees

A.23 Dredgehand

A dredgehand is an employee who holds an AQF III Certificate.

A.24 Leading driller

An employee in charge of one or more drillers.

A.25 Driller

An employee who assembles, positions and operates drilling rigs and holds an AQF II certificate

A.26 Drilling technician

An employee who provides technical support and services to the employee in charge of the drilling operation.

A.27 Assistant driller

An employee who assists a driller.

A.28 Crew attendant

A crew attendant is an employee who holds an AQF III Certificate.

A.29 Mechanical attendant

A mechanical attendant is an employee who holds an AQF III Certificate.

A.30 Pump operator, welder, /welder dredge hand/welder

An employee who cuts, shapes, joins and repairs metal components of iron and steel structures, boilers, pressure vessels and pipes, ships and other vessels and holds an AQF III certificate

A.31 Assistant pump operator

An employee who assists a pump operator and holds an AQF III certificate.

AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION

Workplace Relations Act 1996

Award Modernisation

Maritime Industry

(AM2008/41)

Re: DREDGING INDUSTRY AWARD 2010 EXPOSURE DRAFT

SUBMISSIONS OF THE MARITIME UNION OF AUSTRALIA

AND

THE AUSTRALIAN INSTITUTE OF MARINE AND POWER ENGINEERS

1. We rely upon our earlier submissions lodged on 6 March 2009, 18 March 2009 and 8 April 2009.
2. We make the following additional submissions.

Aggregate wage for fully operational vessels

3. In paragraphs 9 and 10 of our submissions dated 8 April 2009 we explained the components of the aggregate wage. In response to the indication that the basis or components of such rates were not readily ascertainable (paragraph 123 of the Statement of Full Bench issued 22 May 2009) we make the following additional submissions:
 - a. Employees in the industry either are day workers or shift workers. Day workers work 12 hours a day, 7 days a week for 26 weeks of the year. In other words 168 hours per fortnight. Shift workers work the 12 hours a day on a rotating day/night shift pattern, 7 days a week for 26 weeks of the year. In other words 156 hours per fortnight.
 - b. All overtime is calculated at double time;

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- c. The Dredging Industry Allowance was an amount of money ordered by the Commission that did not attract overtime or other penalties to reflect work value changes in the industry. It was in lieu of an increase in wages.
 - d. Ordinary hours were divided by 40 as that reflected the hours of work provisions in the award at the time;
 - e. Overtime hours were divided by 38 as that was the agreed manner of performing the calculation.
4. The aggregate weekly wage is the wage payable whenever the dredge is fully operational. The non-aggregated wage is only used when the vessel is laid up. It is the weekly aggregate wage that is relevant to employees and should be included in the award for all purposes.

Shipkeeping allowance and the Definitions of Remote and Less Remote – clause 15.7

5. The difference between “remote” and “less remote” relates to ready access to goods and services of a major city or town with “remote” place not having that access. We propose that “remote” be defined as “a place that does not have ready access to goods and services of a major city or town and include: Weipa, Archer Point, Cooktown, Port Alma, Carnarvon, Cape Cuvier, Dampier, Port Headland, Broome, Yampi, Wyndham and Hay Point.”

National Training Wage - Clause 18

6. Special arrangements are in place in this industry in respect to training and remuneration in respect to trainees during such training and a national training wage is therefore irrelevant to the industry.

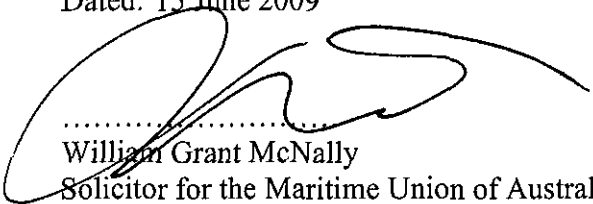
Classification descriptors

7. We initially attempted to create classification descriptions by reference to the Marine Orders, the Navigation Act and relevant flagged state requirements. Two difficulties arise from this approach. Firstly the Marine Orders do not differentiate between all the

classifications – for example between a second and third engineer. Secondly the Marine Orders essentially only set out qualification requirements. There is no impediment for an employer employing a person who holds a Chief Engineer’s certificate of competency as a third engineer. In those circumstances we are instructed to seek:

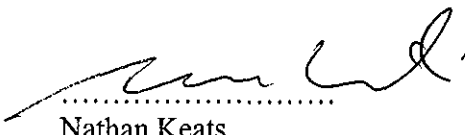
- the deletion of Clause 13 Classifications and effect consequential renumbering;
- the renumbering of Clause 14 as Clause 13 and change its title to Classifications and minimum wages;
- the deletion of Schedule A; and
- the deletion of the words “Schedule A –Classifications” and the substitution of the words Clause 13 –Classifications and minimum wages.

Dated: 15 June 2009



.....
William Grant McNally

Solicitor for the Maritime Union of Australian and
The Australian Institute of Marine and Power Engineers



.....
Nathan Keats

Notional calculation of aggregate rates using MUA method - 1 July 2016

MUA method

Day workers $(26 \times ((2.8737 \times \text{base rate}) + \text{Dredging Industry Allowance}) + 26 \times (\text{base rate} \times 1.5))/52$

Shiftworkers $(26 \times ((2.8185 \times \text{base rate}) + \text{Dredging Industry Allowance}) + 26 \times (\text{base rate} \times 1.5))/52$

14.3 Employee engaged on dredge other than non-propelled dredge that is fully operational

Classification	Fully operational		Other than fully operational clause 14.2 rates	Fully operational	
	Current modern award rates			Notionally adjusted using MUA method	
	Day workers	Shiftworkers		Day workers	Shiftworkers
	\$	\$	\$	\$	\$
Trailer master	2366.80		948.10	2124.17	2098.00
Chief engineer	2366.80		948.10	2124.17	2098.00
Trailer shift master	2285.50	2259.60	921.80	2066.65	2041.21
Tug master W.H. Reliance or equivalent	2285.50	2259.60	921.80	2066.65	2041.21
First engineer	2285.50	2259.60	921.80	2066.65	2041.21
Electrical engineer Humber River or equivalent	2285.50	2259.60	921.80	2066.65	2041.21
Trailer mate	2024.00	2001.20	847.60	1904.39	1881.00
Tug master, tug engineer	2024.00	2001.20	847.60	1904.39	1881.00
Second engineer, electrical engineer	2024.00	2001.20	847.60	1904.39	1881.00
Pump operator, welder, deckhand/welder, dred	2024.00	2001.20	847.60	1904.39	1881.00
Bosun/driller	2024.00	2001.20	847.60	1904.39	1881.00
Launch driver	1935.00	1913.20	821.40	1847.09	1824.42
Assistant pump operator	1884.60	1863.40	805.00	1811.23	1789.01
Driller, deckhand/driller	1884.60	1863.40	805.00	1811.23	1789.01
Bosun	1884.60	1863.40	805.00	1811.23	1789.01
Chief cook	1884.60	1863.40	805.00	1811.23	1789.01
Deckhand, assistant driller	1823.70	1801.70	785.40	1768.37	1746.69
Able seaman, deckhand, dredgehand, greaser, fi	1823.70	1801.70	785.40	1768.37	1746.69
Crew attendant	1823.70	1801.70	785.40	1768.37	1746.69
Second cook	1823.70	1801.70	785.40	1768.37	1746.69

Dredging industry allowance (now called major ports allowance = 12.94% of standard rate)

101.63

Dredging Industry Award 2010

Aggregate wage

9. The nature of the aggregate wage was explained by the Full Bench of the Commission in Print F8045 as "including payment for 7 days a week at ordinary time and overtime Monday to Friday based on current standard week of 40 hours."
 10. The apparent oddity that day workers are paid a higher aggregate wage to shift workers is resolved by the fact that shift workers work a rotating day/night shift pattern. The relevant calculations are reproduced below:

**AGGREGATE WAGE FORMULAE
 PERMANENT DAY WO**

				Proporti on of weeks pay
Ordinary time hours:	7 x 8	=	56/40	= 1.4
Overtime hours:	7 x 4 x 2	=	56/38	= 1.4737
				2.8737

Weekly Aggregate Wage

$$\frac{26 \times ((2.8737 \times \text{base rate}) + \text{Dredging Industry Allowance}) + 26 \times (\text{base rate} \times 1.5)}{52}$$

2.8737 factor is based on:

56 hours ordinary time
 28 hours overtime paid at double time the weekly rate divided by 38

26 Factor is based on:

26 weeks work and 26 weeks of leave

1.5 factor is based on:

Leave being paid with a 50% loading.

SHIFT WORKERS (ROTATING DAY SHIFT AND NIGHT SHIFT)

				Proporti on of weeks pay
Day Shift				
Ordinary time hours:	7 x 8	=	56/40	= 1.4
Overtime hours:	7 x 4 x 2	=	56/38	= 1.4737
Night Shift				
Ordinary time hours:	6 x 8	=	48/40	= 1.2
Overtime hours:	6 x 4 x 2	=	48/38	= 1.2632
Shift penalty	30%	=		0.3
Total for 2 weeks		=		5.6369
Average per week		=		2.8185

Weekly Aggregate Wage

$$\frac{26 \times ((2.8185 \times \text{base rate}) + \text{Dredging Industrv Allowance}) + 26 \times (\text{base rate} \times 1.5)}{52}$$

2.8185 factor is based on:

56 hours ordinary time one week and 48 hours ordinary time the next week
 28 hours overtime one week and 24 hours overtime the next week, both paid at double time the weekly rate divided by 38
 30% of the base rate shift penalty one week and no shift penalty the other week

26 Factor is based on:

26 weeks work and 26 weeks of leave

1.5 factor is based on:
Leave being paid with a 50% loading.

*** Note: base rate is the minimum weekly rate for the actual classification in cl 14.2