



Industrial Report

April 2021

MEMBERS' MONTHLY MEETINGS

Please note that a nationwide virtual meeting will be held from 1300-1500 hours AEST on Tuesday 27th April with Melbourne members able to attend physically at the same times.



AMOU

Australian Maritime
Officers Union

Federal Report

Mark Davis

Executive Officer

Nationwide virtual/Brisbane physical meeting

We trialled a virtual & physical monthly meeting on 24th February which was made available to all full financial members to attend. Seven local members attended physically and 13 attended virtually. Feedback was positive so the Executive Council has decided to make it the formula whereby a national virtual element will accompany a port rotation of physical meetings. The next meeting which will be held from 1300 to 1500 hours AEST on Tuesday 27th April. The physical meeting will be convened in the AMOU/AIMPE Melbourne Office located at **202/20 Convention Centre Place, South Wharf, Vic 3006**. It can be tricky to find so please ring Jarrod Moran on 0417 316 370 if directions are necessary.

All financial members are invited to express an interest in attending the meeting virtually. Please email me at mark@amou.com.au and you will be sent a Teams conference link on Monday. Members wanting to attend physically should also let me know by email with cc to jarrod@amou.com.au.

The meeting will be chaired virtually by AMOU President Ken Blackband and it will be attended in some form by available Executive Councillors and industrial staff. The agenda is as follows:

Commencement at 1300 hours AEST

Apologies

1. *Agenda and any other business to be notified & dealt with under item 5.*
2. *Membership and finances.*
3. *Latest news – 1 main subject per industrial staff member*
4. *Matters arising from the Industrial Report.*
5. *Any other business*

Conclusion at 1500 hours

Times:

QLD, NSW, VIC & TAS	1300 hours
SA & NT	1330 hours
WA	1100 hours

Total Response/Northwest Sanderling incident

A Northwest Shelf Continuity of Operations Agreement delegation is convening shipboard meetings on all four of the Project's LNG tankers to discuss training and upskilling options in the lead up to the departure of the tankers in March 2024. This delegation assembled on 31st March to undertake an accommodation ladder transfer from the TAMS-owned tender

Total Response to the *Northwest Sanderling*. After an aborted stern-first attempt the Master regrouped to try bow-first but lost astern thrust on approach and t-boned the tanker at 9+knots. None of the delegation was seated or prepared in any way to brace for the collision. MUA Sydney Deputy Secretary was catapulted down a flight of stairs from the wheelhouse and broke two vertebrae in his lower spine, Arbitrator Brian Lacy hit the stern deck and sustained a cut on his hand, over his eye and a shiner, AIMPE Federal President Martin Byrne sprained his wrist and bruised his ribs, most others had some bruising. I was totally uninjured as I watched powerless as STAPL Manager Anil Ahluwalia flew over the back of the seat seemingly in slow motion until the recoil from the collision propelled him back to where he started. The transfer was aborted, and *Total Response* headed back to Karratha where an ambulance took Paul and Brian to hospital.

It appears that there was some misunderstanding between by the agent as to the nature of the transfer and the wrong tender was deployed. The Master had tried to effect some repair to the morse cable prior to the collision and in hindsight the operation should not have proceeded as stern thrust had been lost and regained slightly prior to the final attempt. Various investigations are on foot. The *Total Response* AMSA incident report lists mechanical failure and minor injuries.

This incident from a maritime industrial advocate's viewpoint has considerable significance as it has provided a very clear perspective on just how potentially perilous the industry can be and the necessity for all possible safety precautions to be taken. Something that is drilled into all seagoing members and likely second nature. Whilst there was no doubt commercial pressure on the Master to expedite the transfer of the delegation, it would be interesting to analyse the incident through the prism of the vessel's SMS and any other operating procedures.

I called the Master (who is not an AMOU member) some days after the incident to see how he was tracking and if he needed any support or advice and he said the P&I Club lawyer had been in touch and the owner and Master were on the same page and his own support network had kicked into action.

I have been in touch with Paul Garrett, and he advises that he is *"moving slowly, but recovering nevertheless. Still very stiff and in pain but am responding well to physiotherapy."* This is a massive relief. Brian Lacy is fine and convened the shipboard meeting aboard *Northwest Snipe* last week. It was decided very shortly after the incident that all ship visits would henceforth be conducted with the tanker alongside Karratha Gas Plant.

Trident LNG

Negotiations to renew the AMOU and AIMPE collective agreements will likely be scheduled for 3rd & 4th May just prior to the *Northwest Stormpetrel* shipboard visit. Jarrod Lacco will accompany me as AMOU delegate.

OTSI Safety Advisory on Helicopter operations involving Domestic Commercial Vessels

The incident

On 17 February 2021, OTSI received a report of a collision between a privately operated charter ferry and a Blackhawk helicopter operated by Australian Defence Forces. The Blackhawk was hovering in close proximity above the ferry conducting a planned counter terrorism exercise, when a main rotor blade struck the vessel's mast. Following the impact, the Blackhawk made an emergency landing in a public park in Watsons Bay.

Operator follow-up

The Chief Investigator requested further information from the ferry operator on the risk management plan in place for the exercise. A review of the information supplied highlighted several areas where risk management processes could be improved. Vessel-helicopter operations present a distinctive set of risks for mariners which need to be mitigated to ensure safe operations. These risks are not normally encountered in day-to-day marine operations.

Key points for DCV operators

To provide a safe environment for the crew, vessel, and others in the vicinity of such exercises, effective risk identification and assessment should take place well in advance. Additionally, relevant authorities such as the Ports Authority of NSW and Transport for NSW should also be advised by DCV operators of such exercises. This will allow for the establishment of an exclusion zone or an appropriate aquatic licence if needed. In addition, this will enable other vessels operating in the vicinity to be notified. The Australian Maritime Safety Authority (AMSA) provides guidance for vessel – helicopter operations in Marine Notice 09/2016. This Marine Notice contains guidance to ensure vessel-helicopter operations are conducted with a high degree of operational awareness and safety. Aspects to consider include:

- Communication;
- Designated clear spaces on the deck to serve as landing/winch areas; and
- Firefighting and rescue equipment that meets recommendations contained in International Chamber of Shipping (ICS) *Guide to Helicopter/Ship Operations*, 4th Edition, 2008 (ICS Guide).

Safety message

Domestic Commercial Vessel operators intending to conduct vessel-helicopter operations should carry out a risk assessment on the intended operation and put in place procedures to mitigate any identified risks. Marine Notice 09/2016 is the relevant information source for the conduct of a risk assessment into vessel-helicopter operations. Appropriate authorities should also be notified.

Poseidon Sea Pilots

AMOU President Ken Blackband and I met informally with PSP representatives (Steve Pelecanos and John Watkinson) to gain a better understanding of their proposed business model and proposed employment arrangements.

Interviewing of pilot candidates commenced on 14th April and the interview panel Pelecanos, Watkinson, Rob Buck and HP rep Jenny Walker.

Some items of interest to members are:

- PSP is describing employment conditions to be Gladstone Pilot equivalent. This is not the case, and this was highlighted by the AMOU.

Examples include: remuneration is lower (by about \$50K), proposed pilot numbers are significantly lower and pilots will be employed on individual contracts.

- The AMOU highlighted the advantages of enterprise agreements but this was not responded to by PSP other than to confirm that HR advice is to employ pilots on individual contracts. It is the view of the AMOU that individual contracts do not reflect best practice industrial relations.
- PSP will be initiating an *ab initio* training arrangement. This is inconsistent with presently mandated State Government requirements. It is unclear who has authorised any such changes, the most recent communications from the General Manager of Maritime Safety Queensland confirmed no such changes had been made to licencing and training.

The meeting was cordial but the AMOU remains deeply concerned about the potential future implications for all members if the displacement of an established and proven safe workforce occurs, in the manner that appears to have been proposed.

The AMOU will continue to work in support of members interests through engagement with relevant stakeholders.

Teekay Marine Resources

AMOU and AIMPE are tentatively scheduled to meet with Teekay on 30th April for the next round of negotiations to renew the EAs for *Sycamore*, *Ocean Protector*, *Ocean Shield* and *Coral Knight*. This first meeting will likely be of a preliminary nature to establish bargaining order and protocols. It is likely that *Sycamore* will be the first EA we undertake, having failed to conclude an agreement in 2020 primarily due to the company's reluctance to invest financial resources short of the announcement of the DMSS contract, which has still not happened.

Maritime Career Training

Maritime Career Training Director Barry Barnes has asked that I publish the following for him:

About Maritime Career Training

Maritime Career Training (MCT) was originally approved by AMSA to deliver Certificate of Safety Training in 2010. At MCT we have our own fireground and therefore do not rely on any third party in delivering fire training courses. Our Training Centre of nearly 9,000 sq metres is located at Kulangoor, just North of Nambour on the Sunshine Coast in Queensland.

Courses that we offer:

- Certificate of Safety Training (CoST);
- 1 Day CoST Refresher Training (for candidates with qualifying sea time) and 2 Day CoST
- Revalidation courses (for people without qualifying sea time);
- Certificate of Competency (CoC) Refresher Training for Engineer, Chief Integrated Ratings and Deck Officers and Masters (with qualifying sea time)
- Certificate of Proficiency (CoP) Refresher Training for Ratings other than Chief Integrated Ratings (with qualifying sea time).

Qualifying Sea Time

3 months in the previous 6 months or 1 year in the previous 5 years to the date on which you lodge your application to AMSA for revalidation.

Online Learning

All the theory components of our courses are delivered online at your convenience.

For the full CoST it is 40 hours including the Final Assessments

For CoST Refresher Training it is 6 hours of online learning

For CoST Revalidation Training it is 20 hours of online learning and Final Assessments

For the CoC and CoP Refresher Training it is 9 hours of online learning.

Cost

Full CoST course	\$2,295;
1 Day CoST Refresher course	\$970;
2 Day CoST Revalidation Course	\$1,700;
CoC Refresher course	\$1,700;
CoP Refresher Course	\$1,400.

Weekly courses

Full CoST	Tuesday and Wednesday
1 Day CoST Refresher	Wednesday
2 Day CoST Revalidation	Tuesday and Wednesday
CoC Refresher	Wednesday and Thursday
CoP Refresher	Wednesday and Thursday morning.

To Enrol

1. Go to stcw95.net using a computer
2. Select 'Login/Enrol'
3. Select 'Register'
4. Read the prompts carefully and call Barry Barnes on 0418 243 042 during office hours for help.

All Enquiries

Barry Barnes

Phone during office hours: 0418 243 042

Email anytime: bb@stcw95.net

Western Area

Glenn Andersen

Western Area Secretary & Organiser

Toll Energy

Those following the Capt. Sam Frogley story will not be surprised to hear that under MLC (Maritime Labour Convention) legislation “*Shipowners shall be liable to pay the burial expenses in the case of death occurring on board or ashore during the period of engagement*”. The circumstances of Sam’s passing make any form of workers compensation being paid to his family very, very remote, however the MLC legislation does not clear the Shipowner of liability to pay funeral costs, even if the employee dies as a result of their own action - that is a reasonable conclusion to reach when reading the legislation. A Toll employee (now ex-employee) started up a Go-Fund-Me page - on behalf of the family - to cover the funeral costs. Whilst the AMOU is not saying the employee had nothing but altruistic intent when setting up the page, a sceptical mind could think someone higher-up in Toll saw this as a way of escaping liability. According to the widow, Toll said they would consider their obligations as to funeral costs. With the resources available to a big company like Toll it should be abundantly clear exactly what their MLC related responsibilities are. There has been no effort made by Toll to refund the \$14,000 in funeral costs to a devastated family now suffering with serious financial problems - Toll did not even pay the \$5,000 cost to repatriate the body from Darwin to the Gold Coast. Toll became a player in the Offshore Oil & Gas Industry with the charter of the *Skandi Sotra* and the arrival of the *Toll Provider* in 2018. Toll won a contract off MMA and placed the *Provider* on that contract. The fact that the *Provider* has no dedicated ships cook surely gave Toll the competitive edge when MMA lost the contract. The MMA vessel employed two dedicated ship’s cooks in a two-crew system. Compared to their footprint in the industry Toll related issues have taken up a large amount of AMOU resources. The turnover of staff in Toll’s Perth office is amazing. The industrial relations practice this company displays is far from the best.

Vessel Inspections and ship visits

Melbourne, Geelong: *Siem Sapphire*

DOF Subsea

As I have been completing a deferred period of annual leave my colleague Glenn Walsh took part in the latest round of negotiations. Some progress was made, although for some strange reason DOF refuse to commit to paper any union claims they agree to at the meeting. This obstructionist behaviour only serves to slow-down negotiations. Due to the unavailability of the AIMPE representative the 28 April meeting is being rescheduled.

Go Offshore

We are waiting for the company to contact us with future meeting dates.

Westug

The delayed combined Unions/Westug EBA talks took place on Monday 19th April via a Teams hook-up. As mentioned in the previous report Westug indicated they would supply the unions with a draft copy of what their preferred EBA would look like. This did not happen. Westug now say they were unable to produce the said draft because they are uncomfortable with following that concept without consulting their *Sea Crewing* EBA employees beforehand, given some of the main points involve *clawbacks* to existing conditions. It was also stated they have just been unable to find enough time to work on it. What we need to accept is that in all EBA negotiations there is no agreement until all is agreed. That’s if the parties are able to agree. One sticking point is the future of the *Sea Crewing* EBA. The unions would like to see it chucked in the bin, whereas Westug are now talking about keeping it on as an Australia-wide *national* employment agreement. If the AMOU is to advise members to accept any company *clawbacks* there needs to be some give on the company side. It was mentioned that employees, in the recent past, had voted to forgo a nearly 4% salary increase: their reward: the *Partnership* campaign. On the good side Westug are no longer sticking to an earlier position of maintaining two identical EBA’s in the North-West region. Westug now intend to follow the traditional pathway by issuing a NERR to all *Sea Crewing* employees. That process will then involve AMOU claims, and Westug counterclaims, all normal parts of the bargaining process. Westug will then consult with employees, as will the unions. Despite this slight change of course all parties remain committed to a speedy resolution. My last report ended by saying both sides were reaching out for the switch to turn on the light at the end of the tunnel, we may now have our fingers on the switch.

Two crew system

From time to time I hear of deck officers working extended swings, both permanent and casuals. Whereas you could understand a casual officer doing an extra few days on a finishing project, to extend a regular four or five week swing to eight or even ten weeks is not only just plain self-interest but inadvertently increases the chances of foreign officers taking jobs off locals. And this is why:

- The deck officer denied work by a *gangway-hopper* or *double-header* cannot accumulate sea-time in order to maintain a valid AMSA certificate.
- The unemployed officer is denied the opportunity to accumulate the required DP time to revalidate every five years.

- As local deck officers give up trying to constantly accumulate sea-time and DP time, and are lost to the industry, a real shortage will emerge. What will the *gangway-hoppers* and *double-headers* do when they are told they will *have* to do extended swings? Complain to the union?
- When genuine deck officer shortages become commonplace vessel operators, and their clients, will head for the Immigration Department with real examples of skill shortages. The Home Affairs Minister Karen Andrews will say “*how many visas would you like?*”

Some companies encourage *double-headers*. Recently two deck officers reportedly completed 8-week swings, another managed a 10-week swing. Other departments onboard followed their EBA's and stuck to 3 and 4 weeks. Companies also pressure casual officers into accepting no *over-cycle* payment deals *before* they are accepted for casual placements. No wonder, at a recent briefing, one company in particular became very edgy when I informed them the upcoming EBA negotiation will include an AMOU claim to initiate a FWC dispute without the current requirement to name a complainant.

Western Area

Glenn Walsh

Industrial Officer (Fremantle)

Southern Ports Authority - Albany Pilots EA

We are still waiting for delivery of the final draft document prior to lodgement with FWC. The Albany pilots have achieved significant improvements for a range of terms and conditions. In particular, the 5% annual salary increase upon the cessation of the WA state government wages policy. This augurs well for the pending Bunbury and Esperance Pilots' enterprise agreements.

Pilbara Ports Authority Port Hedland General Staff EA

Parties have reached in principle agreement on substantive terms and conditions and will roll through the editing stage in the coming weeks. Staff have achieved significant gains in relation to a range of housing and cost of living benefits, along with significantly improved entitlements such as parental leave, partner leave and primary care givers leave. Upon the cessation of the WA State government wages policy, employees will variously receive 3-5% annual wages increases for the life of this agreement.

Mid-West Ports Authority General Staff & Maintenance, Operator & Marine Specialist EAs

The clock is ticking for the parties to reach in principle agreement. In addition to the mandatory \$1000 wage increase provided under the WA state government wages policy, MWPA have agreed to an additional \$2000 sign on bonus if in principle agreement is reached on or before 30 June 2021.

Upon the cessation of the WA State government wages policy, employees will receive 2.5% annual wage increases for the life of these agreements. Employees will further be provided with opportunities for incremental advancement via the new pay progression structure. For many, this is the first time that MWPA has provided such a benefit. The only impediment to employee progression is the need for employees to show evidence of above average performance to be granted incremental advancement. Despite the Unions pointing out the myriad other ports with enterprise agreements where progression occurs annually, MWPA remains ideologically opposed to rewarding their staff for anything less than above average performance. We ask whether management is being held to the same standards.

Southern Ports Authority - Port of Bunbury Tender for Harbour Towage Services

We have been reliably informed that at least 5 towage companies have expressed keen interest in taking over the Port of Bunbury towage service. Evidently, some of these companies intend to introduce partnership models if successful. Unsurprisingly, the maritime unions and the former Minister for Ports - Alannah MacTiernan, are all vehemently opposed to partnerships.

Our experience with other partnership-based towage companies has taught us to avoid such arrangements like the plague as they are poisonous for workers and are bad for the towage industry.

We trust that the Southern Ports Authority will heed the many warnings given by the Unions and will award the tender to a professional organisation with experience in working across numerous ports under decent enterprise agreements. In our view the choice ought to be straightforward as only one of these companies is providing safe and viable towage operations in Albany, Fremantle, Geraldton, and numerous other ports in WA and around Australia.

AMG Dampier Pilots - General Protections Claim

Hall Payne lawyers and Lisa Doust SC appeared for the AMOU at the directions hearing to determine the programming of the substantive hearing. The matter was listed for hearing from 8-10 February 2022 in the Perth Federal Circuit Court before Judge Lucev.

In latest developments, it appears that our members who were made redundant approximately 7 months ago, are being replaced by two new marine pilots doing exactly the same job, in exactly the same port, but probably for substantially less money. It appears that much like the *Titanic*, management will collide with immovable objects such as the AMOU and our legal team.

Fremantle Ports General Staff EA

We are awaiting a response from FPA management re the commencement of bargaining. It has been more than 3 months since the NERR was issued to FPA staff.

Southern Area

Chris Neiberding Senior Industrial Officer (Melbourne)

Svitzer National EA

The next Svitzer EBA meeting was due to take place on 23rd April, however due to the Fair Work arbitration taking place in Adelaide on the 22nd and 23rd (see Svitzer Whyalla report) Svitzer are rescheduling the meeting but no dates are settled yet. Initially Svitzer did want to go ahead with the meeting even though a number of the 3 Maritime union industrial staff and some delegates were going to be locked down in Adelaide in the Commission. We have no clue as to why Svitzer would have thought that was a good idea. Once we have the dates settled for the next meeting, we will let members know.

Svitzer Whyalla - Arbitration

On 22nd and 23rd April the 3 maritime unions were in a Fair Work Commission arbitration with Svitzer over the disputed Whyalla Port Operating Procedures that Svitzer was seeking to implement. Deputy President Anderson presided over the matter. Usually, the FWC would give the parties time to collect their evidence, draft and submit witness statements, agree on the facts of the case and most importantly the parties would agree on the question for arbitration. All of this can take weeks if not months. However, it was the DP's view that because of the pressing deadline for the CSL tender the arbitration should be heard early and his intention was to hand down a decision quickly.

It is worth noting that the Unions were able to argue away a proposed manning reduction from the POPs offer in conciliation prior to the arbitration. Although the issue has not completely gone away, it has been postponed until after the successful tenderer has been announced.

Unions and company formulated a question for arbitration which not surprisingly found no favour with the other party and therefore we submitted them all to the DP for his decision. The DP decided that he would allow both parties to argue their case relevant to the questions they put forward. The Svitzer (represented by Australian Business Lawyers) argument rested on their belief that they were capable of implementing changes to the POPs, had fulfilled their obligations for consultation, had a pressing economic need to implement the POPS (to suit the CSL tender) and that the changes sought were already contemplated under the EBA. Our argument was that as the POPS formed part of the EBA any changes the company was seeking would trigger clause 13 Reduction, Cessation and Growth in Business and therefore the crews would have the capacity to alter salary levels in line with the changes requested. Therefore, monetary increases should accrue for the increase in hours and flexibility.

Late on the final day Svitzer offered a deal that the increased maintenance hours would be taken off the table and the existing provisions would continue to apply. They were not offering changes or salary increases. At first the offer was only presented to the unions for a limited amount of time and Svitzer were content to go back to the arbitration, but the DP granted more time for conciliation as he saw there was merit in the parties reaching an agreement on their own accord.

We considered our options with Svitzer having withdrawn the claim for maintenance hours. This was a win for us but the case for any monetary increase became difficult to pursue. The offer came with the further proviso that the unions were not to take industrial action in Whyalla for the rest of the year.

Svitzer saw this as an important aspect in securing the CSL tender. Initially this killed the deal but then the claim was reduced to 3 months, meaning the tender process would be finalized and hopefully secured. Finally, this was agreed. The parties went back to the DP who recorded the settlement, thereby ending the matter. The final settlement was as follows:

"Amendments to 10 March 2021 Proposal:

In addition to the changes underlined in 1.11 of Svitzer's submissions dated 20 April 2021, the Svitzer, AIMPE, AMOU and CFMMEU (Maritime Division) agree to amend the 10 March 2021 Port Operating Procedures for Spencer Gulf Whyalla Operations as follows:

1. 6.1(a)(i) Delete reference to 1630 and replace with 1200.

The original claim from Svitzer was to have the POPs read - 6.1 During periods where Transhipment assets are demobilized, whether partially or fully: (a) Day and night shift crews will perform tasks including, but not limited to: (i) Vessel maintenance (corrective and planned) normally within ordinary hours 0730-1630 Monday to Friday. This clause has now reverted back to its original position.

2. 6.1(a)(i) Add to the last line: "... crews shall be available to work to 1630 to meet specific or unscheduled maintenance requirements, as determined by management, the Master, or Engineer."

This line has been added for clarity and is currently part of the EBA and working POPs.

3. 4.6 Add to the end of the first sentence the following words "from the times set out below for day shift and night shift and the finish time will be adjusted by the corresponding amount."

This means that if a start time is moved forward or backwards the finish time will correspond by the same amount. This can only be moved by 1 hour.

4. The operation of items 4.6 and 6.1(b) and (d) will be reviewed by local representatives or other persons as agreed in 9 months from 23 April 2021. The review does not commit either party to any outcome.

5. For a period 3 months from 23 April 2021, the AIMPE, AMOU and CFMMEU (Maritime Division) will not organise any industrial action in the Port of Whyalla."

Gippsland Ports

Although the Gippsland Ports agreement was submitted to Industrial Relations Victoria in February only recently have they given Gippsland Ports feedback on EBA wording changes. Anyone employed by a government organisation will understand how involved the process is to get an EBA approved or even to start bargaining, as there is a framework to follow for each government department involved. This time there are wording changes that the AMOU needs to examine before we can agree. Once done all the unions will give in principle agreement and then the port can start the voting process.

Disciplinary issues

There have been a number of disciplinary meetings recently and I would encourage members that find themselves in this position to get in touch with us early, leaving enough time to go over the issues thoroughly and examine any letters and questions to which your employer is seeking a response. Often I've found that due to the professionalism of members they are eager to respond when asked a question and they recite chapter and verse every detail of a situation when a 'Yes' or 'No' answer would do. Members can find themselves unwittingly caught up in further investigations and scrutiny when they have only tried to provide a full detailed response to the questions they have been asked. And if you think the employer is just having a quick 'fire side chat' or just 'a catch up' be aware you might find the response you give in these informal meetings are recorded and recited to you at a later date. This may not always be the case but there should be someone else at these meetings so please call your delegate.

Victorian Regional Channels Authority

Only a few meetings in to the VRCA EBA and now the Victorian government has directed all EBA negotiations be paused pending the approval of the new industrial arrangements for Ports Victoria post July 2021. Members understandably are feeling left high and dry and despite the government's direction they are keen to press on with the EBA. The AMOU continues to press for an EBA meeting however the VRCA has informed the union they would only be willing to discuss the employment arrangements outside the government framework until they have been given formal advice from the government. We will no doubt need to meet to find out what exact employee arrangements can be discussed, negotiated, changed and put into place without an EBA, or would this only be a temporary measure until such time the government wants to include the VRCA into a larger EBA arrangement. We don't have any of these answers yet.

ASP – RV Investigator

The AMOU and AIMPE submitted a joint log of claims to ASP for the *Investigator* EBA and met with the company on the 7th April in Hobart while the vessel was alongside. The big issue that the unions discussed with the company focused on swing lengths and how they often go over the 'in good faith agreement' identified in the EBA. Members are seeking that the swing lengths are brought back into line with the 42-day cycles, or an overcycle penalty payment is introduced in the form of extra leave. ASP has agreed that something needs to be done about the issue and has committed to look at it and provide their view as to how this could be resolved at the next meeting. Other issues include the opportunity to job share, travel and meal allowances payments, long service leave calculations to be increased, travel expenses, dead days for medical examinations, Southern Allowance and Masters' indemnity. We are pleased to note that as ASP has taken up the AMOU masters' indemnity clause in another ASP EBA, they accepted this addition to the *Investigator* EBA in the first meeting.

Southern Area

Jarrold Moran

Senior Industrial Officer (Melbourne)

Long Service Leave

We often get queries on Long Service Leave (LSL), mainly about when does an entitlement start. LSL is one of the 11 National Employment Standards that are provided to all employees. The amount of leave and when you can access it depends on which State legislation applies. Which one applies sometimes is not clear cut; is it the State you live in, that State you work in or the State your employer is based in? Entitlements also differ between States. The most common position is that after 10 years of service a full-time employee gets 3 months long service leave. Part-time and casual service can be used to calculate the 10 years and casuals and part-timers can get pro-rata leave.

Different legislation and which Agreement might apply also influence entitlements for less than 10 years' service and payouts on resignation. Some States allow double leave at half pay and some States allow the period of LSL to be taken as little as single days. Only about 1 in 4 workers stay with an employer longer than 10 years and unions are advocating schemes that make LSL portable within industries.

Serco - DMS

There is still no settlement of our dispute about pay for members working offshore in WA. We have had an FWC hearing and an offer from Serco to settle but members are concerned that we may be just delaying another dispute for a potential new operator when Navy announces the winners of the new DMSS contracts.

Our issue is that the EA defines Offshore Activity as 'Any period where a crew is required to work or live aboard a Crewed Vessel that is proceeding on a voyage outside defined Port Limits overnight for more than 24 hours.' Inshore work is 8 hours per day with overtime applied to hours after 8 hours and outside a span of hours (0600-1800). Offshore work is 7.6 hours at base rate, 4.4 hours of time in lieu and a 25% sea going allowance. SERCO is applying this as if a vessel goes outside of port limits at any time on a voyage of more than 24 hours then offshore rates apply.

The *Mercator* in NSW has similar but different issues to do with staying onboard overnight and the applicable reimbursements and we are dealing with this separately.

Finally, management provocation at Garden Island in Sydney continued in April. An AMOU member of more than 50 years standing was advised via group email that his current commission as long-term Master on a vessel was unilaterally changed and he was not being assigned to his usual vessel, with no clear idea each day where we would work or on which vessel. Once again Serco had made this change without any semblance of compliance with the EA or more basically any decency.

TT-Line – Shipwrights & Pursers

The current EA for the TT-Line Shipwrights and Pursers expired on 30 June 2020. We had our first EA meeting to discuss a replacement document on 21 April. Most matters raised are clarification issues and making the intent of the current agreement clearer although we have significant differences on how personal leave is used and how replacement shipwrights are employed. Enabling provisions to allow discussion on employment matters during dry docking and the delivery and start of operations of the new vessels are important matters members would like to see included. TT-Line has also raised matters to do with the duties of the Chief Purser and operationally where this position best fits in the management structure. They have acknowledged that there could be new duties put on the Chief Purser that theoretically push some current duties to the Pursers. First thoughts from TT-Line are that the Chief Purser positions could be transferred to ASP employment. No change is contemplated until after the EA we are currently discussing but we would need to protect members with clear guidelines on consultation. TT-Line forecast profit through 2020 has halved to \$30m.

INCO Ships

INCO was operating 3 bunker vessels in Australia *ICS Reliance*, *ICS Integrity* and *ICS Allegiance*. The COVID downturn in cruise ships has severely impacted INCO and as such the *ICS Reliance* is laid up until at least the end of 2021, the *ICS Integrity* is on the market and the *ICS Allegiance* which is currently dry-docking in China will replace the *ICS Integrity* in mid-April.

INCO is negotiating a 5-year contract with VIVA in Geelong to service the Ports of Melbourne and Geelong. VIVA require INCO to reduce costs and INCO have proposed to crews that they take a 10% wage cut. Discussions with INCO on a replacement EA to cover our members went well in late 2019 but were on hiatus in 2020. We have picked up the 2019 draft EA and had 2 meetings with INCO this month and are close to finalising a document.

A draft EA has been considered by members as acceptable and in return for agreeing to a pay cut, some other conditions (leave, accommodation) have been improved. The voting process will commence shortly. Our EA is a joint EA with AIMPE.

SeaRoad

The *Liekut* (replacement for *SeaRoad Tamar*) has started trade in Bass Strait. While SeaRoad flagged some changes to rosters with the start of operations of the *Liekut* nothing official has changed yet. Members are strictly logging their hours and once a reflective period has been worked, 4-6 weeks, we will see if the current arrangements continue to work.

Victoria International Container Terminal

VICT EA discussions continue between the employer and the Union Single Bargaining Unit of AMOU, MUA and ETU. Progress is being made but on wages is a sticking point. Coverage for AMOU during shifts to allow quality breaks has been acknowledged as a problem by VICT and members are working with their manager to resolve this.

Toll Shipping

Japan Post and Allegro Funds have agreed on terms for the transfer of ownership of Toll's Global Express unit. This includes Toll Shipping (Bass Strait). The deal was announced on 21 April and we have had the initial discussions with Toll about the transfer of employment to the new owner and the transfer of flag arrangements. We do not think much will change in the short term for members. The new EA which will be in place until June 2022 and is currently going through the Fair Work Commission approval process, will continue to apply to the new owner.

Spirit of Tasmania

The Tasmanian Government and TT-Line announced some time ago an intention to replace both *SPoT1* and *SPoT2* with brand new vessels. COVID-19 put a stop to the renewed move to commission the construction of new vessels. On 14 April TT-Line signed a contract with Rauma Marine Constructions (RMC), a shipyard in Finland, to build the replacement vessels. The new builds will be 212m long, carry 1,800 passengers and have dead weight tonnage of 48,000 (current vessels around 194m, 1,400 passengers and 28,000 DWT). The first of the new vessels is due in late 2023 and the second 12 months later. *Spot1* and *Spot2* are due for dry dock this year.

ASP -TT-Line

The joint AMOU/AIMPE EA that covers our members on *SPoT1* and *SPoT2* expires 31 July 2021. Members are well organised and have started internal meetings to discuss items for the replacement document. The new vessels construction, delivery and introduction to Bass Strait will be matters that need to be discussed. COVID-19 restrictions have made visiting members onboard difficult but hopefully something can be arranged in coming days.

TasPorts

The TasPorts Pilots EA expires in July 2021. We are required under the EA to meet with TasPorts 90 days before the expiry to commence discussion on a new document. We've had an initial discussion with TasPorts on how negotiations will occur but nothing yet that would be considered EA talks.

The Tasmanian State Election is on 1 May.

VICPORTS

Developments in the establishment of Ports Victoria have been quiet during April. In February the Victorian Government announced that this new body, which will merge Vicports and the Victorian Regional Channels Authority, would be up and running by 1 July 2021. The Vicports EA (VTS and other port workers) expires in August 2021 and members are keen to have a replacement which may be simply a roll over for 12 months as the new organisation seeds in. Official meetings between the AMOU and Vicports on the new body haven't taken place for a while. Management and Government officials are responding to all our queries and members are encouraged to get in touch with us if they have any matters they want raised.

Eastern Area

Marty McEvilly Industrial Officer (Sydney)

Transdev Sydney Ferries

We are in dispute with Transdev with regards to delegate coverage for the MCC. In recent MCC's, the AMOU had difficulty in getting full attendance due in part to our delegates being unable to be released from their full shift to attend. For over two months we have asked management to confirm the entitlements for delegates on the day of an MCC, to which they have refused to respond. This resulted in our decision to withdraw from the last MCC that was scheduled on 02 April 2021. TDSF made the decision to cancel the meeting. To date, we have still not received a complete response and the MCC has not been rescheduled. For a company that purports to emphasize consultation, they continually show disdain to the AMOU and employees on key issues. One of those issues is the new river vessels. Trials continue at the time of writing and the remaining concerns being engine stalling and wheelhouse glare at night. Our dispute regarding Master V positions is also live and we still have had no formal response from TDSF.

Transport for New South Wales / RMS

The Maritime branch restructure that was discussed at the end of 2020 has still not been initiated, with the top line changes initiated in early 2021 we had expected to hear more by now. Beyond this, we continue with regular meetings with the new acting Secretary regarding Covid-19 and the vaccine roll out to relevant employees, albeit on a less frequent basis.

NRMA – Fantasea and Manly Fast Ferry

We have written to NRMA management on behalf of members after hearing that Fantasea, the largely tourism focused branch of NRMA maritime, was only going to be used for minimal services during the upcoming whale watching season, without engaging in consultation with employees. For months, management has been using the promise of the increased hours they would receive during the season in conversation with staff as the light at the end of what has been a very difficult tunnel. To largely pull this away at the last minute was a firm kick in the guts for members. It appears that NRMA decision makers have listened to their employees somewhat and have now committed to running an increased number of shorter cruises (2 hours) from Wed to Sun operated by Fantasea, starting from 15 May. MFF will continue to run a longer, 3-hour service under the Whale Watching Sydney name. Let's hope it is a good season with minimal cancellations and members are able to finally start getting back to work on a consistent basis.

Port Authority of NSW - Newcastle

We are yet to hear any updates with regards to VTS transition. Recruitment for a Deputy Harbour Master is on-going, and I am sure that once that is finalized then genuine consultation regarding VTS transition will begin. There are many issues that need to be addressed. Pilots remain in conversation with the Harbour Master on several issues. The question of a day pilot captivity and call-in roster relief proposals continue to be worked through by the group. On a personal note, we'd like to wish Malcolm Goodfellow all the best in his retirement after a long and distinguished career including over 18 years with the Port Authority.

Port Authority of NSW - Sydney

On 20 April 2021, the first EA negotiation meeting took place for a replacement *Port Authority of New South Wales Sydney Enterprise Agreement*. The existing agreement nominally expires on 30 June 2021, leaving us just over two months to try to negotiate a replacement. This is despite the EA requiring negotiations to start a minimum of three months before expiry. So, it hasn't got off to the greatest of starts. PANSW hid behind the fact that they did not receive their bargaining parameters from government until mid-April and spoke of the administrative burden that was involved in that process. Little information was shared, other than they must act within the bargaining parameters and wages policy with regards to salary and term, along with the fact that backdating of salary increases is unlikely. No firm details were shared by the PANSW, but they indicated that our two options were either to accept a 1-year roll over agreement with certainty of a pay increase, or if we wanted to engage in proper negotiations or look for a longer term, accept the fact that they could not offer any certainty over annual pay increases. I will write to members shortly to finalise our log of claims however this will be anything but a straightforward negotiation if PANSW continue with the process the way they have begun.

Port Authority of NSW – Port Kembla

EA negotiations are due to begin for a replacement for the Port Kembla EA. A NERR has now been issued and the first negotiation meeting is scheduled for 22 April 2021. We will get a sense for how PANSW is looking to approach the process, but we need them to address the obvious concerns for members, particularly appropriate compensation for VTSOs following registration as VTS. Delegates will continue to keep members informed as things progress.

NSW Marine Pilotage Code Review

Since the last update, only one further meeting has been held of the Marine Pilotage Code Review Workgroup. Each of the four sub-groups reported back to the larger working group but little new information was shared, and no decisions have been made. The Easter break was responsible for some of the delays. The next meeting of the training and technologies group meets on 22 April 2021 and the big issue of training requirements for an initial pilotage licence likely to be determined.

Port of Newcastle

A Consultative Committee meeting is expected to be called in the next week or so to discuss feedback that has been provided by the AMOU on a number of HR policy changes that PON have proposed. Outside of this, there has been little to report from PON industrially.

transition to retirement agreement outside of an EA, make sure the terms of an agreement are reviewed by the AMOU and ensure that it is clear about the conditions and grounds upon which it can be amended or cancelled and that it has a robust consultation requirement.

Captain Cook Cruises

Despite requests for clarity on next steps following the second rejection by employees of *Captain Cook Cruises Enterprise Agreement 2020* in February 2021, management has said they are focused on trying to get through the current period after losing the support of JobKeeper before returning their attention to negotiations.

Keolis Downer Hunter – Newcastle Ferries

There have been no further updates regarding our roster change dispute. As reported last month, KD advised us they would be seeking the intervention of the Fair Work Commission to resolve the matter. We have not received notice of a dispute and as a result it is status quo. If I were still an optimist, I would speculate that this is because they have realised that they have failed to consult in good faith and have refused our genuine and reasonable requests to conduct a fatigue study, thus appreciating that they may not be successful at the Commission. However, I suspect that they are just preparing their case and that we have not seen the end of this issue. The EA nominally expires in December 2021, so even if this does not proceed to the Commission now, we expect rosters and Master coverage to be a significant topic of discussion when negotiations begin in the second half of the year.

Individual Flexibility Arrangements

An IFA is one of the National Employment Standards and is included in all Awards and EAs. It gives an employee the right to request a change to their working conditions, which must be agreed to by employee and employer in writing and must be better off overall than an underlying EA or Award. So, they are very helpful tools for individuals and are typically seen in situations where employees would like reduced hours or places of work to assist with family commitments. They are also used in transition to retirement scenarios if there are no other arrangements in place. As such, we expect them to be used much more frequently in the future as we all look to improve work life balance.

I've dealt with a number of enquiries and disputes in recent months related to IFAs. These generally have come from either management not responding in writing to a request for an IFA within the required timeframe of 3 weeks or refusal to extend a previously approved agreement without reasonable grounds. There aren't a lot of protections for employees who are *on* an IFA under legislation. Employees are entitled to *request* an IFA and a company cannot 'unreasonably' refuse, but the test for *reasonable* really comes down to the employer. The commission has stated in several cases that they do not want to tell an employer how to operate their business and typically take on face value what management says is reasonable or not. A word of warning to all of those who are going onto an IFA or a

Eastern Area

Tracey Ellis

Organiser (Brisbane)

Darwin Port Pilotage

We met with Darwin Port for EA negotiations from 7-9 April where we reached agreement on an extra 0.5% Superannuation, relativities for the Trainee Pilot classification and DP agreed to pay for Master Unlimited Certificate of Competency revalidation up to the value of \$11,200. We will be meeting with the Port from 27-30 April in the hopes of finalising the outstanding claims which include the term of the agreement, salary increase and conditions for unrostered days off.

Bay Island Transit- SeaLink

The AMOU and MUA made it clear that our members are not happy with the reduction in pay that comes from the shorter shifts proposed in the new roster. We acknowledged that it was done for fatigue reasons, but we said that the increasing amount of violence directed at crews is also a safety issue that needs to be addressed. We called for an extra crew member on the vessels which, pre-COVID, carry 200 pax with only 2 crew.

The company provided us with a new draft of the EA that includes the yearly pay increase to be in line with the Award so they can maintain relativity with the industry. SeaLink has agreed to grandfather some of the current casual provisions for example, the call out allowance and the compounding way the allowances are calculated and the provision giving long term casuals on a permanent roster notice if their employment is terminated. The company said they have been paying Super incorrectly and now want to pay it as per the Government Super Guarantee which is only on ordinary time instead of on all earnings. The unions asked for it to be grandfathered too so that all existing employees are paid as they used to be paid. SeaLink will hopefully respond to this request at the next meeting on 10 May.

River City Ferries

The AMOU and MUA have filed their replies to the company's submissions in the Fair Work Commission for the dispute about RiverCity Ferries refusing to pay overtime to part time employees who work an extra shift outside their ordinary rostered hours. We are waiting for the matter to be listed for hearing.

Following from the pressure the MUA and AMOU put on the company, Translink and Brisbane City Council to put a deckhand onto the KittyKats, RiverCity Ferries is currently undertaking a fresh risk assessment. We hope that the assessment highlights the safety concerns we have around timetable pressures, past incidents and the potential for future incidents while Masters are the sole crew member onboard.

Ports North

Ports North is still waiting for Government approval of the Pilot EA but has received approval for the *Administrative and Technical* and the *Operations and Maintenance* agreements. Both documents were voted up and will now go through the Fair Work Commission approval process.

Maritime Safety Queensland - Marine Enforcement Team

MSQ has hired their new MET officers and we have nearly finalised the agreement provisions for the roles. The AMOU, AIMPE and Together Queensland met with management to discuss how the new Marine Enforcement Team will fit into the current Agreement and pay structures, noting that MET Officers are required to work more weekends than other roles. The document is nearly ready for signatures.

Curtis Island Ferries

After the draft EA was voted down, SeaLink made a couple of changes including strengthening the indigenous trainee clause but have refused to reinstate the old indemnity provisions after the new clause watered them down. The Masters are willing to accept SeaLink's position of 2% per year in the interests of helping the company retain the contract. The draft will be put out to ballot again on 21 April 2021.

Sea Swift

The three maritime unions met with Sea Swift separately from the EA discussions about the Cargo Handling Allowance. We countered their \$5,000 per year spread across all crews with \$8,000. We told the company that we didn't agree with their low estimate of the cargo handling hours. Sea Swift will get back to us with their response at the next meeting on 12 May. Presently, the company has agreed to almost all of the shoreside claims. We will continue to press our claim for a separate Marine EA so the seafarers don't get outvoted.

Gladstone Pilots and Launch Masters

The first informal meeting about the Pilot and Launch Master enterprise agreements was held on 21 April 2021. GMPS/GPC were still waiting on Cabinet Budget Review Committee approval to start the formal bargaining process so weren't able to give us a formal offer, but they did say that they were not looking to take conditions and were hoping for a rollover with the Government Wages Policy pay increases of 3% per year over a 4-year agreement. The Pilots and Launch Masters put their log of claims forward for consideration which included meal allowance provisions, a private health insurance subsidy, a closer look at the redundancy clause and the ability for sick leave to be paid out. GMPS/GPC will get back to us with their response at the next meeting which is scheduled for 4 May 2021.

Australian Reef Pilots- Launch Vessels

Over the last few months, the AMOU and the MUA have been signing up the Launch Masters and Deckhands who wanted to bargain for an enterprise agreement instead of retaining common law employment contracts. Happily, nearly all Masters are now AMOU members. We had started preparations for applying for a Majority Support Determination but discussions with management were successful and ARP agreed to negotiate an EA without the need to seek the assistance of the Fair Work Commission. ARP is now preparing a draft EA ahead of our first meeting. No date has been set for the meeting yet.

Smit Lamnalco Gladstone

The AMOU is seeking further legal advice on the outstanding disputes we have in the Fair Work Commission with Deputy President Asbury. These disputes included paying the telephone allowance to casual employees, masters not being paid overtime when working more than 12 in 24 hours, casuals to be paid a twofer when going over shift and permanent part timer's ability to bank leave and their entitlements after going over shift and at the end of their agreed shifts. We are hoping to see which of these issues could be resolved during the next round of conciliation with Commissioner Booth. Unfortunately, the Commissioner has had to pull out of the conciliation due to personal reasons. The matter has been given to Commissioner Spencer and we should know the dates for the next round shortly.

MSQ VTSO Review

There weren't many VTSOs present at the VTSO review meeting on 13 April, including our delegate who wasn't allowed to attend because they were on leave. MSQ said that they wanted anyone who was on annual leave to be able to take their leave. We had a discussion on what happens if someone is on an RDO and MSQ said they only wanted people who were on shift to attend but will get back to us at the next meeting with their response because they acknowledge the AMOU's view that it's hard to get shift workers to attend at the same time while on shift, and we need the meetings to be productive, so VTSOs should be able to manage their own fatigue and be allowed to attend if they want.

We raised concerns about the extra workload and lack of training for VTSOs who may have to cover meal breaks from single operator centres. MSQ says this will be addressed when the external auditor talks to the VTSOs and does the risk assessments. Other than that, there was not much to the meeting. Hopefully the next ones will be more productive. The next meeting is set for 29 April.

Individual issues

I have seen a sharp increase in the number of unfair dismissals, suspicious looking redundancies and attacks from employers on individuals lately. Some of which have included non-members joining with grievances. These are treated on a case-by-case basis and much depends on whether there is an organising opportunity. We have also engaged Hall Payne lawyers on a number of individual issues, including briefing barristers, which comes at a huge cost to the AMOU. The advice is always to make sure you join the Union early and make sure your fees are up to date because, like insurance, you never know when you're going to need it and to what extent you'll be covered in the event of an expensive legal battle. More importantly, the union can help you resolve issues before they result in a termination. It is easier to save your job while you are still employed. If you know of anyone on the fence about joining, please encourage them to do it sooner rather than later.