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| Publication date | Reason for amendments | Clauses affected |
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| 2 November 2015 | Incorporate changes resulting from [2014] FWCFB 9412 , PR557581 | 1.2, 1.5, 2.1, 2.3, 5.1, 6.5(c)(iv), 16, 17, 18, 19, 20, 22, 23, Schedule E, Schedule F, Schedule G |
| | Incorporate changes resulting from [2015] FWCFB 1729 and PR566699 | 19 |
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| 13 June 2017 | Correct errors and proposed change agreed by parties indicated in red text | 5.2(a), 14.6(c), 22.2, A.6.2 (deleted) |
| | Further incorporating changes as a result of [2014] FWCFB 9412 | 6.5(c), 18 |
| | Further incorporating changes as result of [2015] FWCFB 4658 | 11.1, Schedule G |
| | Amending changes incorporated as result of [2015] FWCFB 1729 and PR566699 | 19 |
| | Incorporate changes resulting from [2016] FWCFB 3500 , PR579823 , PR581528 and PR579557 | 10, 11, Schedule B, Schedule C, Schedule E |
| | Incorporate changes resulting from PR580863 | Schedule F |
| | Incorporate changes resulting from PR583080 | 16, Schedule H, Schedule I |
| | Incorporate changes resulting from PR584156 | 14.13, Schedule J |

Changes agreed to by parties appear in red text. Underlined text indicates new text that is to be included. Strikethrough text indicates existing text that is to be deleted.

EXPOSURE DRAFT

Stevedoring Industry Award 2015

This exposure draft has been prepared by staff of the Fair Work Commission based on the *Stevedoring Industry Award 2010* (the Stevedoring award) as at 29 October 2015. This exposure draft does not seek to amend any entitlements under the Stevedoring award but has been prepared to address some of the structural issues identified in modern awards.

The review of this award in accordance with s.156 of the *Fair Work Act 2009* is being dealt with in matter [AM2014/90](#). Additionally a number of common issues are being dealt with by the Commission which may affect this award. Transitional provisions have not been included in this exposure draft pending the outcome of the review.

This draft does not represent the concluded view of the Commission in this matter.

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Part 1—Application and Operation

1. Title and commencement

- 1.1 This award is the *Stevedoring Industry Award 2015*.
- 1.2 This modern award, as varied, commenced operation on 1 January 2010.
- 1.3 A variation to this award does not affect any right, privilege, obligation or liability that a person acquired, accrued or incurred under the award as it existed prior to that variation.
- 1.4 Schedule G—Definitions sets out definitions that apply in this award.
- 1.5 Neither the making of this award nor the operation of any transitional arrangements is intended to result in a reduction in the take-home pay of employees covered by the award. On application by or on behalf of an employee who suffers a reduction in take-home pay as a result of the making of this award or the operation of any transitional arrangements, the Fair Work Commission may make any order it considers appropriate to remedy the situation.

2. The National Employment Standards and this award

- 2.1 The [National Employment Standards](#) (NES) and this award contain the minimum conditions of employment for employees covered by this award.
- 2.2 Where this award refers to a condition of employment provided for in the NES, the NES definition applies.
- 2.3 The employer must ensure that copies of this award and the NES are available to all employees to whom they apply, either on a notice board which is conveniently located at or near the workplace or through accessible electronic means.

3. Coverage

This provision may be reviewed in [AM2014/90](#)

- 3.1 This industry award covers employers throughout Australia in the stevedoring industry and their employees in the classifications listed in Schedule A—Classification Definitions to the exclusion of any other modern award.
- 3.2 **Stevedoring industry** means the loading and unloading of cargo into or from a ship including its transporting and storage at or adjacent to a wharf.
- 3.3 The award does not cover:
- (a) employers and employees wholly or substantially covered by the following awards:
- (i) the *Port Authorities Award 2015*;

(ii) the *Coal Export Terminals Award 2015*; and

(iii) the *Sugar Industry Award 2015*; or

(b) maintenance contractors covered by the following awards:

(i) the *Manufacturing and Associated Industries and Occupations Award 2015*; or

(ii) the *Electrical, Electronic and Communications Contracting Award 2015*.

3.4 This award covers any employer which supplies labour on an on-hire basis in the industry set out in clauses 3.1 and 3.2 in respect of on-hire employees in classifications covered by this award, and those on-hire employees, while engaged in the performance of work for a business in that industry. This subclause operates subject to the exclusions from coverage in this award.

3.5 This award covers employers which provide group training services for apprentices and/or trainees engaged in the industry and/or parts of industry set out at clauses 3.1 and 3.2 and those apprentices and/or trainees engaged by a group training service hosted by a company to perform work at a location where the activities described in clauses 3.1 and 3.2 are being performed. This subclause operates subject to the exclusions from coverage in this award.

3.6 This award does not cover:

(a) employees excluded from award coverage by the *Fair Work Act 2009* (Cth) (the Act);

(b) employees who are covered by a modern enterprise award or an enterprise instrument (within the meaning of the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth)), or employers in relation to those employees; or

(c) employees who are covered by a State reference public sector modern award or a State reference public sector transitional award (within the meaning of the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth)), or employers in relation to those employees.

3.7 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.

NOTE: Where there is no classification for a particular employee in this award it is possible that the employer and that employee are covered by an award with occupational coverage.

4. Award flexibility

4.1 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 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.

4.2 The employer and the individual employee must have genuinely made the agreement without coercion or duress. An agreement under this clause can only be entered into after the individual employee has commenced employment with the employer.

4.3 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 4.1; and
- (b) result in the employee being better off overall at the time the agreement is made than the employee would have been if no individual flexibility agreement had been agreed to.

4.4 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 results in the individual employee being better off overall in relation to the individual employee's terms and conditions of employment; and
- (e) state the date the agreement commences to operate.

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

4.6 Except as provided in clause 4.4(a) the agreement must not require the approval or consent of a person other than the employer and the individual employee.

4.7 An employer seeking to enter into an agreement must provide a written proposal to the employee. Where the employee's understanding of written English is limited the employer must take measures, including translation into an appropriate language, to ensure the employee understands the proposal.

4.8 The agreement may be terminated:

- (a) by the employer or the individual employee giving 13 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.

NOTE: If any of the requirements of [s.144\(4\)](#), which are reflected in the requirements of this clause, are not met then the agreement may be terminated by either the employee or the employer, giving written notice of not more than 28 days (see [s.145](#) of the Act).

- 4.9** The notice provisions in clause 4.8(a) only apply to an agreement entered into from the first full pay period commencing on or after 4 December 2013. An agreement entered into before that date may be terminated in accordance with clause 4.8(a), subject to four weeks' notice of termination.
- 4.10** 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.

5. Facilitative provisions

- 5.1** A facilitative provision provides that the standard approach in an award provision may be departed from by agreement between an employer and an individual employee, or the majority of employees in the enterprise or part of the enterprise concerned.
- 5.2** Facilitative provisions in this award are contained in the following clauses:
- (a) clause [8.4\(b\)](#) 8.4—Rostering arrangements—shiftwork; and
- (b) clause 15.5(c)—Employees working double headers.

Part 2—Types of Employment and Classifications

6. Types of employment

- 6.1** Employees under this award will be employed in one of the following categories:
- (a) full-time;
- (b) guaranteed wage; or
- (c) casual.
- 6.2** The type of employment must be established at or prior to the commencement of employment.
- 6.3 Full-time employees**
- A full-time employee is engaged to perform a full week's work each week.
- 6.4 Guaranteed wage employees**
- (a) A guaranteed wage employee is an employee who is guaranteed a minimum number or an average number of full shifts each week, or instead of that engagement, is provided the equivalent payment.

- (b) For the purposes of leave accruals under the NES, a guaranteed wage employee's ordinary hours of work will be deemed to be the hours actually worked by the employee over the qualifying period for the leave.

6.5 Casual employees

- (a) A casual employee is an employee who is engaged and paid as a casual employee.
- (b) The minimum payment for a casual employee will be for one shift on any one day that the employee is required to work.

(c) **Casual loading**

For each ordinary hour worked, a casual employee must be paid:

- (i) the ordinary hourly rate; and
- (ii) a loading of 25% of the ordinary hourly rate,
- for the classification in which they are employed.

6.5(c)(iii) &(iv) deleted in accordance with para [69] [\[2014\] FWCFB 9412](#)

~~(iii) The casual loading is paid instead of annual leave, paid personal/carer's leave, notice of termination, redundancy benefits and the other conditions of full-time or part-time employment.~~

~~(iv) The following provisions of this award do not apply to casual employees:~~

- ~~• Clause 16 Annual leave~~
- ~~• Clause 22 Termination of employment~~
- ~~• Clause 23 Redundancy~~

7. Classifications

7.1 The classification structure and descriptors for the classifications under this award are set out at Schedule A—Classification Definitions.

7.2 Re-grading

- (a) An employee who does not retain the competency, skills or qualifications necessary for the employee's grade may be re-graded downwards to the next grade below for which the employee qualifies, provided that:
- (i) there is notice in writing to the employee of the intention to apply this clause containing particulars of the lost competency, skills or qualifications;
- (ii) a re-grading under this clause will not take place before the employee has had a reasonable opportunity to recover the lost competency, skills or qualifications; and
- (iii) if the employee raises with the employer a grievance concerning the re-grading within three days after it is to take effect the re-grading will be

deemed not to have taken effect until it has been determined under clause 25—Dispute resolution

- (b) This clause will not apply to an employee:
 - (i) whose loss of competency, skills or qualifications results directly from an injury or illness for which the employee is entitled to workers compensation; or
 - (ii) who, upon the written advice of a medical practitioner is no longer capable of performing the duties or functions for which the employee is classified, provided that in these circumstances the employer may nominate the medical practitioner and in addition the employer may require, or the employee may request, periodic medical reviews which may include reference to a specialist medical practitioner.
- (c) In circumstances where clause 7.2(b) applies, the employee will retain the higher rate of pay.

Part 3—Hours of Work

8. Ordinary hours of work and rostering

8.1 Ordinary hours of work

- (a) The ordinary hours of work for a full-time employee are an average of 35 hours per week.
- (b) The ordinary hours of work for a guaranteed wage or casual employee will be in accordance with clause 6—Types of employment.

8.2 Day workers—other than shiftworkers

- (a) **Day work** means work performed by employees other than shiftworkers, where the ordinary hours of work are worked between 7.00 am and 5.00 pm Monday to Friday inclusive.
- (b) Ordinary hours for day workers are worked between 7.00 am to 5.00 pm, Monday to Friday.

8.3 Ordinary hours for shiftworkers

- (a) Shiftwork means where the ordinary hours of work are work between the commencement of night shift on Sunday and either:
 - (i) the end of the evening shift on the following Friday;
 - (ii) the end of the evening shift on the following Saturday; or
 - (iii) the end of the evening shift the following Sunday (which is seven day continuous shiftwork).
- (b) There are three types of shifts:
 - (i) **day shift** commences between 6.00 am and 9.00 am;

- (ii) **evening shift** commences between 1.00 pm and 5.00 pm; and
 - (iii) **night shift** commences at or after 10.00 pm.
- (c) **Seven day continuous shiftwork** means work performed on shifts on each of the seven days of the week and may be worked for one, two or three shifts on each day.
- (d) Unless otherwise agreed in accordance with clause 8.4(b)(ii), the normal length of each shift will be seven hours.
- (e) Except in the case of emergency:
- (i) an employee who has worked a night shift will not be required to work the next succeeding evening shift; and
 - (ii) an employee who has worked a day shift will not be required to work the next succeeding night shift.
- (f) Where 12 hour shifts are introduced, the ordinary hours must not exceed an average of 35 hours per week. Twelve hour shifts are inclusive of meal breaks and rest periods.

8.4 Rostering arrangements—shiftwork

- (a) An employer may roster employees to perform shiftwork in accordance with this award.
- (b) The employer may agree with the union or a majority of affected employees at the workplace the following:
 - (i) five, six or seven day shift arrangements with either irregular or regular rostering;
 - (ii) changes to the length of each shift provided that the ordinary hours of work will not exceed a weekly average of 35 hours;
 - (iii) where a seven day continuous shiftwork roster is to be worked, inclusion in the ordinary hours of work of shifts worked on public holidays, as prescribed by clause 19—Public holidays, as well as Saturdays and Sundays, provided that payment for such shifts is in accordance with this award;
 - (iv) provisions for the timing of meal breaks or rest periods;
 - (v) provisions for the extension of shifts provided that all such extensions will be paid at overtime rates;
 - (vi) notification and cancellation arrangements; and
 - (vii) staggering of shift start and finish times.
- (c) No rostering arrangement will require an employee to change shifts if the change would necessitate the working of two consecutive shifts, or to work more than one shift on any one day.

8.5 Day and shiftwork interchange

- (a) Where day work has been implemented, the employer may change employees from day work to shiftwork or from shiftwork to day work on seven days’ notice.
- (b) Where an employee is changed from shiftwork to day work, they will not forfeit any shiftwork conditions including paid meal breaks and additional annual leave in clauses 8.4, 8.5, 9.2, 11.2(f) and 16.2.

8.6 An employee working day work may not work in a relieving capacity for shiftworkers except by agreement between the employer and an individual employee.

8.7 Travelling and washing time

Travelling and washing time, where applicable, will be paid and taken before or after the normal commencing or finishing times of a shift or the usual working hours and will be paid at the rate applicable to the shift.

9. Breaks

9.1 Paid/unpaid meal/rest breaks—day workers

- (a) Except as provided in clause 9.1(b), an employee who is working day work is entitled to:
 - (i) an unpaid meal break of 30 minutes; and
 - (ii) a paid rest break of 15 minutes.
- (b) An employee who was engaged in the stevedoring industry on 25 November 1991 maintains their entitlement to paid meal breaks and rest breaks.
- (c) A day work employee required to continue working during a break will be paid overtime at **100% of the ordinary hourly rate** in addition to the rate applicable to the hours worked. The employee will continue to be paid overtime until the break is taken.

9.2 Paid rest breaks—shiftworkers

- (a) A paid rest break (or breaks) must be provided as follows during the ordinary hours of work:

| Length of shift | Length of breaks |
|------------------------|-------------------------|
| 7 hours | 45 minutes |
| 8 hours | 60 minutes |

- (b) Where an employee who is working shiftwork is required to work more than one hour’s overtime prior to the commencement, or following the conclusion, of their normal starting or finishing time, the employee is entitled to an additional 15 minute paid rest break.
- (c) Meal and rest breaks will be taken at a time and manner agreed between the employer and the employee and may be staggered.

- (d) An employee required to continue working during a rest break will be paid overtime at **100% of the ordinary hourly rate** in addition to the rate applicable to the shift worked. The employee will continue to be paid overtime until the break is taken.

9.3 Paid meal breaks for employees who work a double header

An employee who works a double header will be entitled to a paid meal break of one hour to be taken immediately following the conclusion of the first shift. The meal break will be paid as time worked. An employee who is unable to take a meal break will be paid an additional three hours at the ordinary hourly rate.

9.4 Minimum rest periods

- (a) A minimum rest period after overtime is provided in clause 14.11.
- (b) A minimum rest period after call back is provided in clause 14.12(c).

Part 4—Wages and Allowances

10. Minimum wages

Rates updated as a result of AWR 2016

- 10.1 An employer must pay employees the following minimum wages for ordinary hours worked by the employee:

| Stevedoring employee | Minimum weekly rate | Minimum hourly rate ¹ |
|----------------------|---------------------|----------------------------------|
| | \$ | \$ |
| Grade 1 | 672.70 | 19.22 |
| Grade 2 | 697.30 | 19.92 |
| Grade 3 | 734.30 | 20.98 |
| Grade 4 | 777.50 | 22.21 |
| Grade 5 | 793.80 | 22.68 |
| Grade 6 | 846.50 | 24.19 |
| Grade 7 | 953.00 | 27.23 |

¹Minimum hourly rate and casual hourly rate are based on a 35 hour week.

10.2 Hourly rate

The applicable hourly rate of pay will be determined by dividing the total weekly wage for the classification by 35.

10.3 Apprentices

- (a) Apprentices who commenced before 1 January 2014 will be paid as follows:

| Year of apprenticeship | Percentage of Grade 4 rate |
|-------------------------------|-----------------------------------|
| | % |
| 1st year | 42 |
| 2nd year | 55 |
| 3rd year | 75 |
| 4th year | 88 |

- (b) Apprentices who commenced on or after 1 January 2014 will be paid as follows:

| Year of apprenticeship | Percentage of Grade 4 rate per week for apprentices who have not completed year 12 | Percentage of Grade 4 rate per week for apprentices who have completed year 12 |
|-------------------------------|-------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------|
| | % | % |
| 1st year | 50.4 | 55.4 |
| 2nd year | 60.44 | 65.48 |
| 3rd year | 75 | 75 |
| 4th year | 88 | 88 |

- (c) Apprentices will receive the same conditions of employment which apply to tradespersons.
- (d) Apprentices will be paid allowances in accordance with the provisions of this award.
- (e) Apprentices will receive full day time training without loss of pay. The employer will pay all technical college fees.
- (f) Where an apprentice is required to attend block release training for training identified in or associated with their training contract, and such training requires an overnight stay, the employer must pay for the excess reasonable travel costs incurred by the apprentice in the course of travelling to and from such training. Provided that this clause will not apply where the apprentice could attend an alternative Registered Training Organisation (RTO) and the use of the more distant RTO is not agreed between the employer and the apprentice.
- (g) For the purposes of 10.3(f) above, excess reasonable travel costs include the total costs of reasonable transportation (including transportation of tools where required), accommodation costs incurred while travelling (where necessary) and reasonable expenses incurred while travelling, including meals, which exceed those incurred in travelling to and from work. For the purposes of this subclause, excess travel costs do not include payment for travelling time or expenses incurred while not travelling to and from block release training.

- (h) The amount payable by an employer under 10.3(f) may be reduced by an amount the apprentice is eligible to receive for travel costs to attend block release training under a Government apprentice assistance scheme. This will only apply if an apprentice has either received such assistance or their employer has advised them in writing of the availability of such assistance.
- (i) All training fees charged by an RTO for prescribed courses and the cost of all prescribed textbooks (excluding those textbooks which are available in the employer's technical library) for the apprenticeship, which are paid by an apprentice, shall be reimbursed by the employer within six months of the commencement of the apprenticeship or the relevant stage of the apprenticeship, or within three months of the commencement of the training provided by the RTO, whichever is the later, unless there is unsatisfactory progress.
- (j) An employer may meet its obligations under 10.3(i) by paying any fees and/or cost of textbooks directly to the RTO.
- (k) Time spent by an apprentice in attending any training and/or assessment specified in, or associated with, the training contract is to be regarded as time worked for the employer for the purposes of calculating the apprentice's wages and determining the apprentice's employment conditions. This subclause operates subject to the provisions of Schedule D—School-based apprentices.
- (l) **Adult apprentices**
- (i) An **adult apprentice** is an apprentice who is 21 years of age or over at the commencement of their apprenticeship.
- (ii) A person who has been employed by an employer for at least six months as a full-time employee or 12 months as a part-time or regular and systematic casual employee immediately prior to entering into a training agreement as an adult apprentice with the employer, must not suffer a reduction in their minimum wage by virtue of entering into the training agreement. For the purpose only of fixing a minimum wage, the adult apprentice must continue to receive the minimum wage that applies to the classification specified in clause 10.1 in which the adult apprentice was engaged immediately prior to entering into the training agreement.
- (iii) The minimum wage of an adult apprentice who commenced on or after 1 January 2014 and is in the first year of their apprenticeship must be:
- 80% of the standard rate; or
 - the rate prescribed by clause 10.3(b) for the relevant year of the apprenticeship,
- whichever is the greater.
- (iv) The minimum wage of an adult apprentice who commenced on or after 1 January 2014 and is in the second and subsequent years of their apprenticeship must be:

- the rate for the lowest adult classification in clause 10.1; or
- the rate prescribed by clause 10.3(b) for the relevant year of the apprenticeship,

whichever is the greater.

10.4 Supported wage system

For employees who because of the effects of a disability are eligible for a supported wage, see Schedule C—Supported Wage System.

10.5 School based apprentices

For school-based apprentices, see Schedule D—School-based Apprentices.

10.6 National training wage

For employees undertaking a traineeship, see Schedule E—National Training Wage.

11. Allowances

Employers must pay to an employee such allowances as the employee is entitled to under this clause. See Schedule B for a summary of monetary allowances and method of adjustment.

11.1 Wage related allowances

11.1 amended in accordance with para [35] and [91] [\[2015\] FWCFB 4658](#)

(a) All purpose allowances

Allowances paid for **all purposes** are included in the rate of pay of an employee who is entitled to the allowance, when calculating any penalties, loadings or payment while they are on annual leave. The following allowances are paid for all purposes under this award:

- Electrician's licence allowance (clause 11.1(b)); and
- Specialist functions allowance (clause 11.1(c)).

(b) Electrician's licence allowance

Monetary amounts in this clause adjusted as a result of AWR 2016

An electrician's licence allowance of **\$35.38** per week is payable to an electrical mechanic who holds, and in the course of their duties may be required to use, an unrestricted licence.

(c) Specialist functions allowance

Monetary amounts in this clause adjusted as a result of AWR 2016

- (i) A stevedoring employee Grade 3 or 4 will be paid an allowance of **\$22.31** per week where the employee is trained, competent and required to perform specialist functions of both an operational and clerical nature undertaken by employees within that grade.
- (ii) The specialist functions allowance is not payable merely for the performance of incidental clerical functions by an operational employee and vice versa.
- (iii) The allowance is payable for all purposes of the award.

(d) First aid allowance

Monetary amounts in this clause adjusted as a result of AWR 2016

- (i) An employee who has been trained to provide first aid and who is the current holder of appropriate first aid qualifications such as a certificate from the St John Ambulance or similar body will be paid an allowance of **\$16.56** per week if required by their employer to perform first aid duties.
- (ii) This allowance will not be payable to an employee who is classified as a stevedoring employee Grade 3 who performs first aid duties as a primary function.

(e) Leading hand tradesperson

Monetary amounts in this clause adjusted as a result of AWR 2016

A tradesperson placed in charge of others will be paid the following:

| In charge of | \$ per week |
|------------------------|--------------------|
| 3–10 employees | 31.72 |
| 11–20 employees | 47.19 |
| more than 20 employees | 60.33 |

(f) Maintenance tradesperson undertaking accredited training

Monetary amounts in this clause adjusted as a result of AWR 2016

A maintenance tradesperson employed as a stevedoring employee Grade 4 who is undertaking accredited training towards an appropriate post-trade certificate which would justify reclassification to stevedoring employee Grade 6 will be eligible for the following weekly rates:

- (i) upon completion of 33% of the modules required—**\$797.30** (105% of Grade 4 (\$759.30)); and
- (ii) upon completion of 66% of the modules required—**\$835.20** (110% of Grade 4 (\$759.30))

(g) Roll-on and roll-off vessel allowance

Monetary amounts in this clause adjusted as a result of AWR 2016

An allowance of **\$1.40** per hour is payable to an employee who works on a roll-on and roll-off vessel to compensate for noise to which the employee is exposed.

(h) Stevedoring operations allowance—other than in terminal operations

Monetary amounts in this clause adjusted as a result of AWR 2016

Employees engaged in stevedoring operations other than in terminal operations will receive the following extra rates per hour when working on the cargoes or in the circumstances referred to below.

| Nature of work | \$ per hour |
|---------------------------------------------------------------------------|--------------------|
| Explosives | 2.02 |
| Bulk grain – barley and oats | 2.72 |
| Bulk grain – others | 2.10 |
| Freezer cargoes - the temperature in the place of work is below -12°C | 1.79 |
| Freezer cargoes - the temperature in the place of work is -12°C and above | 0.86 |
| Nickel concentrates | 5.75 |
| First aid employees | 3.73 |

(i) Telephone allowance

Monetary amounts in this clause adjusted as a result of AWR 2016

A telephone allowance of **\$10.57** per week is payable to an employee who is required to telephone for allocation or cancellation or to be available for contact by telephone.

(j) Terminal operation allowance

Monetary amounts in this clause adjusted as a result of AWR 2016

(i) Each employee engaged in a terminal operation will receive the following allowance per week:

| Classification | | Per week |
|-----------------------|-------------|-----------------|
| | | \$ |
| Grade 1 to 5 | Operational | 19.28 |
| Grade 3 to 5 | Clerical | 10.03 |
| Grade 4, 6 and 7 | Maintenance | 34.29 |
| Grade 6 and 7 | Supervisory | 19.28 |
| Grade 3 | Security | 14.85 |

- (ii) The terminal operation allowances in clause 11.1(j)(i) are consolidated disability allowances which compensate employees for disabilities incurred in the performance of their work, including, but not limited to the following:
 - (iii) An allowance of **\$19.28** per week is payable to stevedoring employees Grades 1 to 5 Operational and Grades 6 and 7 Supervisory for working in the rain, wearing wet weather clothing, working on hot or cold days, working in dirty or obnoxious conditions, working where a danger rate would normally apply, working oiling or greasing and to cover abnormal costs incurred by the employee where, due to irregularity of public transport, the employee is involved in excess payments in order to present themselves for work at the place of employment.
 - (iv) An allowance of **\$10.03** per week is payable to stevedoring employees Grades 3 to 5 Clerical, working on hot or cold days for working in dirty or obnoxious conditions and to cover abnormal costs incurred by the employee where, due to irregularity of public transport, the employee is involved in excess payments in order to present themselves for or return from work at the place of employment.
 - (v) An allowance of **\$34.29** per week is payable to stevedoring employees Grades 4, 6 and 7 Maintenance for unusually dirty work, confined spaces, heights, weather conditions (working in wet and windy conditions), hazardous working positions, for example outside safety rails, activating limit switches and or releasing spreaders on stacked containers, etc., working in hours of darkness, for example in relation only to the hazards of working in hours of darkness, working in or near live equipment, vertical climbs to towers, working under pressure when ships are loading, using explosive powered tools, soot from ship's funnels, noisy conditions in machinery houses, workshops, portainer cranes, and ro/ro vessels, working in and about areas containing insulwool, periodic heavy lifts when equipment is in such a position that it is only possible for one employee to work in the area and not possible to place lifting gear, travelling and fares allowance to cover call backs and other overtime, the supply and maintenance of tools ordinarily required in the performance of their work and any other job disabilities that may occur that would normally attract a disability allowance.
 - (vi) An allowance of **\$14.85** per week is payable to stevedoring employees Grade 3 Security for working in wet, hot, cold and windy conditions, wearing wet weather gear, patrol work in hours of darkness, noise and fumes from heavy vehicles, etc., transport difficulties associated with travelling on shiftwork.
- (k) **Allowances to apply only when employee available for or works in the stevedoring industry**

The allowances prescribed for operational, clerical and maintenance stevedoring employees will only apply in respect of a week or part thereof in which the employee is available for or performs work in the stevedoring industry.

11.2 Expense related allowances

(a) Transport home

When an employee working on the evening shift ceases duty at a time when the usual or reasonable means of transport home are not available, the employer will pay or alternatively reimburse the cost associated with providing such transport. Payment or reimbursement is not payable where the employer provides reasonable transport home.

(b) Vehicle allowance

Monetary amounts in this clause adjusted as a result of AWR 2016

Where an employee is required by the employer to use their own vehicle on the employer's business, the employer will pay the employee **\$0.78** per kilometre travelled.

(c) Expenses for stevedoring employees Grade 7

Monetary amounts in this clause adjusted as a result of AWR 2016

In addition to other allowances in clause 11, Stevedoring employees Grade 7 will receive:

- (i) a vehicle allowance of **\$76.00** per week where the employee is required by the employer to use their own vehicle whilst on company business;
- (ii) reimbursement for telephone rental, business local and business long distance calls; and
- (iii) any other reasonable expense incurred on behalf of, or in the services of, the employer.

(d) Laundry allowance

Monetary amounts in this clause adjusted as a result of AWR 2016

A laundry allowance of **\$9.20** per week is payable to an employee for each set of overalls or other clothing issued by the employer, up to a maximum of two sets of such clothing. This allowance is payable instead of a laundry or cleaning allowance.

(e) Meal allowance—day worker working overtime

Monetary amounts in this clause adjusted as a result of AWR 2016

A meal allowance of **\$18.60** is payable to a day work employee who works overtime on a Saturday, Sunday or public holiday, unless the employer provides a reasonable hot meal.

(f) Meal allowance—shiftworker and double header

Monetary amounts in this clause adjusted as a result of AWR 2016

A meal allowance of **\$13.30** per meal is payable (in addition to overtime payment) to a shiftwork employee who works:

- (i) more than one hour before or after their normal commencing or finishing time;
- (ii) a double header; or
- (iii) overtime on a day shift on a Saturday or any shift on a Sunday or public holiday,

unless the employer provides a reasonable hot meal.

(g) Licenses, trade certificates and other qualifications allowance

Employees who are required by the employer to obtain or maintain a licence, trades certificate or other qualification, will be reimbursed for the cost associated with obtaining and maintaining such licence, trades certificate or qualification. An employee so required will not suffer loss of pay.

(h) Safety footwear and clothing allowance

The employer must reimburse the employee for the cost of purchasing protective clothing, provided that there will be no reimbursement for protective clothing over and above:

- (i) one pair of safety boots or shoes each year;
- (ii) two pairs of overalls each year which, at the employee's discretion, may be replaced by shorts and a shirt or trousers and a shirt;
- (iii) a winter jacket every two years;
- (iv) a wide brimmed summer hat every three years;
- (v) a hard hat and safety vest as a personal issue replaced on a needs basis; and
- (vi) three pairs of general duties gloves, plus a pair of driving gloves each year.

This clause will not apply where the protective clothing and other articles are provided by the employer.

11.3 Training costs

- (a) Costs in connection with off-the-job training required by the employer, including prescribed fees and text books will be reimbursed by the employer.
- (b) Travel costs incurred by an employee undertaking training required by the employer which exceed those normally incurred in travelling to and from work will be reimbursed by the employer.
- (c) This clause 11.3 does not apply to costs associated with training that in connection with an apprentice's training contract. Such costs are subject to clause 10.3 and not this clause.

11.4 Expense related allowances—Outports

Monetary amounts in this clause adjusted as a result of AWR 2016

- (a) An employee may be required to transfer to work in an outport.
- (b) Where an employee is required to stay overnight in an outport, the employer will:
 - (i) where accommodation and necessary meals are provided by the employer:
 - reimburse the employee **\$33.19** per day to cover out of pocket expenses;
 - (ii) where accommodation and necessary meals are not provided by the employer:
 - pay the employee an allowance of **\$114.33** per day in circumstances where the transfer is for a defined number of days; or
 - pay the employee an allowance of **\$155.66** per day in circumstances where the transfer is for a flexible number of days.
- (c) Where an employer requires an employee to remain in an outport on a Saturday, Sunday or public holiday, but does not require the employee to work, the employee:
 - (i) will be paid an allowance of **\$99.82** per day; or
 - (ii) may, at the employer's discretion, be returned to their home port at the employer's expense.
- (d) The time occupied in travelling to and from an outport will be paid at the ordinary rate of pay or, in circumstances where the transfer is for a flexible number of days, be paid at the rate appropriate to the first shift worked for the outward journey, and at the rate appropriate to the last shift worked on the homeward journey.
- (e) An employee required to travel on the day shift in excess of three hours and work an evening shift will be paid for the second shift as if working a double header in accordance with clause 15—Double header.
- (f) An employee required by the employer to use their own motor vehicle will be paid an allowance of **\$0.78** per kilometre while travelling to and from the outport.
- (g) Employees other than Grade 7 employees will not be required to stay in an outport for longer than seven days. A Grade 7 employee will not be required to stay in an outport beyond 10 days provided this period may be extended by 24 hours to complete a vessel including travelling time to the employee's home port.

11A. Accident pay

11A.1 Definitions

For the purposes of this clause, the following definitions will apply:

- (a) **Accident pay** means a weekly payment made to an employee by the employer that is the difference between the weekly amount of compensation paid to an employee pursuant to the applicable workers' compensation legislation and the weekly amount that would have been received had the employee been on paid personal leave at the date of the injury (not including over award payments) provided the latter amount is greater than the former amount.
- (b) **Injury** will be given the same meaning and application as applying under the applicable workers' compensation legislation covering the employer.

11A.2 Entitlement to accident pay

The employer must pay accident pay where an employee suffers an injury and weekly payments of compensation are paid to the employee under the applicable workers' compensation legislation for a maximum period of 52 weeks.

11A.3 Calculation of the period

- (a) The 52 week period commences from the date of injury. In the event of more than one absence arising from one injury, such absences are to be cumulative in the assessment of the 52 week period.
- (b) The termination by the employer of the employee's employment within the 52 week period will not affect the employee's entitlement to accident pay.
- (c) For a period of less than one week, accident pay (as defined) will be calculated on a pro rata basis.

11A.4 When not entitled to payment

An employee will not be entitled to any payment under this clause in respect of any period of paid annual leave or long service leave, or for any paid public holiday.

11A.5 Return to work

If an employee entitled to accident pay under this clause returns to work on reduced hours or modified duties, the amount of accident pay due will be reduced by any amounts paid for the performance of such work.

11A.6 Redemptions

In the event that an employee receives a lump sum payment in lieu of weekly payments under the applicable workers' compensation legislation, the liability of the employer to pay accident pay will cease from the date the employee receives that payment.

11A.7 Damages independent of the Acts

Where the employee recovers damages from the employer or from a third party in respect of the said injury independently of the applicable workers' compensation

legislation, such employee will be liable to repay to the employer the amount of accident pay which the employer has paid under this clause and the employee will not be entitled to any further accident pay thereafter.

11A.8 Casual employees

For a casual employee, the weekly payment referred to in clause 15.1(a) will be calculated using the employee's average weekly ordinary hours with the employer over the previous 12 months or, if the employee has been employed for less than 12 months by the employer, the employee's average weekly ordinary hours over the period of employment with the employer. The weekly payment will include casual loading but will not include over award payments.

12. Superannuation

12.1 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.

12.2 Employer contributions

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.

12.3 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 12.2.
- (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 12.3(a) or (b) no later than 28 days after the end of the month in which the deduction authorised under clauses 12.3(a) or (b) was made.

12.4 Superannuation fund

Unless, to comply with superannuation legislation, the employer is required to make the superannuation contributions provided for in clause 12.2 to another superannuation fund that is chosen by the employee, the employer must make the superannuation contributions provided for in clause 12.2, and pay the amount authorised under clauses 12.3(a) or (b), to one of the following superannuation funds or its successor:

- (a) Maritime Super;
- (b) 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 and is a fund that offers a MySuper product or is an exempt public sector superannuation scheme; or
- (c) a superannuation fund or scheme which the employee is a defined benefit member of.

12.5 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 12.2 and pay the amount authorised under clauses 12.3(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—Penalties and Overtime

13. Penalty rates

13.1 Definitions

- (a) There are three types of shift work:
 - (i) **day shift** commences between 6.00 am and 9.00 am;
 - (ii) **evening shift** commences between 1.00 pm and 5.00 pm; and
 - (iii) **night shift** commences at or after 10.00 pm.
- (b) **Seven day continuous shiftwork** means work performed on shifts on each of the seven days of the week and may be worked over one, two or three shifts on each day.

13.2 Payment for shiftworkers

An employee will be paid the following penalty rates for all ordinary hours worked by the employee during the following periods:

- (a) day shift on Monday to Friday—**100% of the ordinary hourly rate;**
- (b) day shift on Saturday—**200% of the ordinary hourly rate;**
- (c) day shift on Sunday—**250% of the ordinary hourly rate;**
- (d) evening shift on Monday to Friday—**150% of the ordinary hourly rate;**
- (e) evening shift on Saturday—**200% of the ordinary hourly rate;**
- (f) evening shift on Sunday—**250% of the ordinary hourly rate;**
- (g) night shift on Sunday to Friday **200% of the ordinary hourly rate;** and
- (h) night shift on Saturday—**250% of the ordinary hourly rate.**

13.3 Additional requirements

- (a) An employee who, by direction of the employer, reports at the commencing time of the day shift but is not employed and is instructed to report back for work on the following evening or night shift, will be paid for four hours at the ordinary hourly rate of pay to compensate for reporting at the commencement of the day shift in addition to their weekly wage.
- (b) An employee who, by direction of the employer, reports for work at the commencing time of the evening or night shift, will be paid the shift penalty for the full shift.
- (c) An employee who, by direction of the employer, reports for work on a Saturday, Sunday or public holiday will be paid for a minimum of seven hours at the appropriate rate.
- (d) Except in the case of emergency:
 - (i) an employee who has worked a night shift will not be required to work the next succeeding evening shift; and
 - (ii) an employee who has worked a day shift will not be required to work the next succeeding night shift.

13.4 12 hour shifts

Where 12 hour shifts are introduced, the ordinary hours must not exceed an average of 35 hours per week. Twelve hour shifts are inclusive of meal breaks and rest periods.

14. Overtime

14 amended in accordance with [PR584156](#) (14.13 inserted)

14.1 Definition of overtime—day work employees

- (a) For a day work employee overtime is any time worked:
- (i) outside the span of the employee’s ordinary hours as defined in clause 8.2(a); or
 - (ii) in excess of an average of 35 hours per week.

14.2 Definition of overtime—shiftwork employees

Overtime work is any work performed:

- (a) before or after a shift during which the employee’s ordinary hours of work are performed; or
- (b) in excess of an average of 35 hours per week.

14.3 Overtime rates—day workers

- (a) A day worker required to work overtime on Monday to Saturday will be paid **200% of the ordinary hourly rate** for all hours worked.
- (b) A day worker required to work overtime on Sunday or a public holiday will be paid **250% of the ordinary hourly rate**.

14.4 Overtime rates—shiftwork employees

- (a) A shiftwork employee required to work overtime that is continuous with the commencement or conclusion of a shift in which their ordinary hours of work are performed will be paid **100% of the ordinary hourly rate** in addition to the rate appropriate to the shift in which the overtime is worked.
- (b) A shiftworker required to work overtime that is not continuous with the commencement or conclusion of a shift in which their ordinary hours of work are performed will be paid:
 - (i) **200% of the ordinary hourly rate** for Monday to Saturday;
 - (ii) **250% of the ordinary hourly rate** for Sunday;
 - (iii) **250% of the ordinary hourly rate** for day and evening shifts worked on a public holiday; and
 - (iv) **300% of the ordinary hourly rate** of the ordinary hourly rate on a night shift on a public holiday.

14.5 Minimum payment for overtime

An employer who requires an employee to work overtime continuous with the employee's ordinary hours of work must pay the employee the following minimum payments:

(a) Day work employees

One, two or three hours

(b) Shiftwork employees—overtime continuous with a day shift

- (i)** one or two hours where a seven hour shift is worked, provided that the shift may be extended up to three hours by agreement; or
- (ii)** one hour where a shift of less than seven hours is worked, provided that the shift may be extended up to two or three hours by agreement; and
- (iii)** for shiftwork employees for overtime continuous with the evening or night shift – one hour, provided that the shift may be extended up to two or three hours by agreement.

(c) Overtime not continuous

An employer who requires an employee to work overtime which is not continuous with the ordinary hours of work must pay the employee a minimum payment of seven hours.

(d) Employee required to start earlier/finish later

Where an employee is required to start work earlier than their normal commencement time or continue working after their normal finishing time for the purpose of:

- (i)** preparatory work such as removing hatches and unlashng cargo, and closing work such as replacing hatches and lashing cargo;
- (ii)** providing continuity between shifts including preparatory work and handover to reliefs; or
- (iii)** refuelling and or starting up machines or equipment or carrying out minor repairs forming part of any necessary preparatory work,

the minimum overtime payment will be 30 minutes at the appropriate overtime rate.

14.6 Maximum duration of overtime

An employee will not, unless working a double header (see clause 15—Double header), be required to work for a period in excess of:

- (a)** 10 hours, where the overtime attaches to a day shift; or
- (b)** eight hours, where the overtime attaches to an evening shift; or
- (c)** nine hours, where the overtime attaches to a night shift.

14.7 Employees not required to work overtime

An employee who has worked two hours or more overtime prior to the commencement of the shift or the ordinary working hours may elect not to work overtime at the end of a shift.

14.8 Grade 7 employees

A Grade 7 employee who is required to present at or liaise with a pickup centre to implement labour orders outside their ordinary shift hours, must be paid a minimum payment of four hours at the appropriate rate. If such payment is made for Saturday, Sunday or a public holiday, the outports allowance provided in clause 11.4(c)(i) does not apply.

14.9 Additional day off/day work

Where an employee works overtime on a Saturday or Sunday and has worked on seven consecutive days (including the overtime) the employee will be entitled to a day of paid leave on a working day in the following 14 days, or any other working day by agreement between the employee and employer.

14.10 Normal transport not available

When an employee ceases duty after working overtime and at a time when the usual or reasonable means of transport home is not available, the employer will provide or alternatively reimburse the costs associated with providing such transport to the employee's place of residence. Payment or reimbursement is not payable where the employer provides reasonable transport home.

14.11 Rest period after overtime

An employee who has worked overtime (including a double header) must not be required to report for duty for at least nine hours after the employee ceased work on overtime.

14.12 Call back

Call back occurs when a maintenance employee is recalled to work overtime after leaving the employer's business premises (whether notified before or after leaving the premises) but does not include where an employee is notified and works overtime in accordance with the overtime provisions of this award.

(a) Minimum payment for a call back

The minimum payment for each time the employee is recalled is as follows:

- (i) four hours at the appropriate overtime rate;
- (ii) if the call back is for a period of between four and six hours, six hours at the appropriate overtime rate; or

(iii) if the call back is for a period of more than six hours, the minimum payment is for a full shift at the appropriate overtime rate. If the job for which the employee was recalled to perform is completed within a shorter period, the employee will not be required to work the full shift, except in the case of unforeseen circumstances arising.

(b) For the purposes of calculating an employee's payment when recalled, an employee will be paid from the time the employee leaves home until the time they return home.

(c) **Rest periods**

An employee must have a 10 hour rest period after each call back before 5.00 am unless:

- (i) it is customary for an employee to return to their employer's premises to perform a specific job outside their reasonable working hours; or
- (ii) the overtime is continuous (subject to a reasonable meal break) with the completion or commencement of ordinary working time.

14.13 Time off instead of payment for overtime

(a) An employee and employer may agree in writing to the employee taking time off instead of being paid for a particular amount of overtime that has been worked by the employee.

(b) Any amount of overtime that has been worked by an employee in a particular pay period and that is to be taken as time off instead of the employee being paid for it must be the subject of a separate agreement under clause 14.13.

(c) An agreement must state each of the following:

- (i) the number of overtime hours to which it applies and when those hours were worked;
- (ii) that the employer and employee agree that the employee may take time off instead of being paid for the overtime;
- (iii) that, if the employee requests at any time, the employer must pay the employee, for overtime covered by the agreement but not taken as time off, at the overtime rate applicable to the overtime when worked;
- (iv) that any payment mentioned in subparagraph (iii) must be made in the next pay period following the request.

Note: An example of the type of agreement required by this clause is set out at Schedule J. There is no requirement to use the form of agreement set out at Schedule J. An agreement under clause 14.13 can also be made by an exchange of emails between the employee and employer, or by other electronic means.

(d) The period of time off that an employee is entitled to take is the same as the number of overtime hours worked.

EXAMPLE: By making an agreement under clause 14.13 an employee who worked 2 overtime hours is entitled to 2 hours' time off.

- (e) Time off must be taken:
 - (i) within the period of 6 months after the overtime is worked; and
 - (ii) at a time or times within that period of 6 months agreed by the employee and employer.
- (f) If the employee requests at any time, to be paid for overtime covered by an agreement under clause 14.13 but not taken as time off, the employer must pay the employee for the overtime, in the next pay period following the request, at the overtime rate applicable to the overtime when worked.
- (g) If time off for overtime that has been worked is not taken within the period of 6 months mentioned in paragraph (e), the employer must pay the employee for the overtime, in the next pay period following those 6 months, at the overtime rate applicable to the overtime when worked.
- (h) The employer must keep a copy of any agreement under clause 14.13 as an employee record.
- (i) An employer must not exert undue influence or undue pressure on an employee in relation to a decision by the employee to make, or not make, an agreement to take time off instead of payment for overtime.
- (j) An employee may, under section 65 of the Act, request to take time off, at a time or times specified in the request or to be subsequently agreed by the employer and the employee, instead of being paid for overtime worked by the employee. If the employer agrees to the request then clause 14.13 will apply, including the requirement for separate written agreements under paragraph (b) for overtime that has been worked.

Note: If an employee makes a request under section 65 of the Act for a change in working arrangements, the employer may only refuse that request on reasonable business grounds (see section 65(5) of the Act).

- (k) If, on the termination of the employee's employment, time off for overtime worked by the employee to which clause 14.13 applies has not been taken, the employer must pay the employee for the overtime at the overtime rate applicable to the overtime when worked.

Note: Under section 345(1) of the Act, a person must not knowingly or recklessly make a false or misleading representation about the workplace rights of another person under clause 14.13.

15. Double header

15.1 Double header is where a shiftwork employee works two consecutive shifts. A double header may only be worked where there is no suitable relief available.

15.2 An employee may only work a double header following a day shift.

15.3 Double header eligibility

- (a) An employee who has worked overtime prior to the commencement of a shift may elect not to work a double header.

- (b) An employee may only be required to work two double headers a week.
- (c) An employee must not work double headers on consecutive days.

15.4 Payment for double headers

- (a) Double headers will be paid as follows:
 - (i) Monday to Friday, **100% of the ordinary hourly rate** plus the rate appropriate to the additional shift worked; and
 - (ii) Saturdays, Sundays and public holidays, **50% of the ordinary hourly rate** and the rate appropriate to the additional shift worked.
- (b) Where employees work a second double header in a week, they can elect to be paid only the rate appropriate to the additional shift worked (not including the penalty in clause 15.4(a)) and accrue a day of paid leave.

15.5 Additional conditions

- (a) Where confirmation of a requirement to work a double header has been given, such requirement cannot be cancelled without payment for the double header as though worked.
- (b) No employee will be required to work a double header against the employee's will if there is another suitably skilled employee available in the appropriate classification who is willing to work the double header.
- (c) Unless otherwise agreed by the employer and the employees, no employee will be required to work any further overtime following the double header.

15.6 Meal breaks and allowances

- (a) An employee who works a double header will be entitled to a paid meal break of one hour to be taken immediately following the conclusion of the first shift. The meal break will be paid as time worked. An employee who is unable to take a meal break will be paid an additional three hours at the ordinary rate of pay.
- (b) An employee who works a double header will be paid a meal allowance as prescribed by clause 11.2(f).

Part 6—Leave, Public Holidays and Other NES Entitlements

16. Annual leave

16 amended in accordance with [PR583080](#) (old clauses 16.8 renumbered as 16.13; new clause 16.8 inserted; clauses 16.9 to 16.12 inserted)

16.1 Annual leave is provided for in the NES. The following provisions supplement Division 6 of the NES.

16.2 Shiftworkers

For the purpose of Division 6 of the NES a shiftworker is an employee who is available to work on any shift Monday to Sunday and who actually attends for work as required from time to time on both Saturday and Sunday.

16.3 Additional leave for employees engaged in stevedoring industry on 25 November 1991

An employee who was engaged in the stevedoring industry on 25 November 1991 maintains their entitlement to an additional week's annual leave.

16.4 Annual leave may be taken in separate periods

An employee may elect to take annual leave in three separate periods each of at least one week's duration if agreed by the employer.

16.5 Public holidays falling during annual leave

- (a) If a public holiday falls during an employee's annual leave, and is on a day which the employee would otherwise have worked as ordinary time, then:
 - (i) an extra day should be added to the employee's annual leave; or
 - (ii) an extra day may be taken separately at a mutually agreed time within the following 12 months.
- (b) The employee will not receive the extra day instead of the public holiday unless:
 - (i) the employee is available to start work at the next rostered shift on the first working day after their annual leave ends; or
 - (ii) the employee has reasonable cause for not being available.

16.6 Payment for annual leave

- (a) During a period of annual leave, the employer must pay the employee at the employee's ordinary hourly rate of pay for the employee's ordinary hours in the period.
- (b) A loading of 27.5% is payable in addition to the payment for the leave.

NOTE: Where an employee is receiving overaward payments such that the employee's base rate of pay is higher than the rate specified under this award, the

employee is entitled to receive the higher rate while on a period of paid annual leave (see ss.16 and 90 of the Act).

16.7 Pay rises occurring during a period of annual leave

In the event that a pay increase commences during an employee's annual leave, the employee is entitled to be paid the additional entitlement for the period of the annual leave occurring on or after the date of the increase at the new rate plus the loading (in clause 16.6(b)).

16.8 Annual leave in advance

- (a) An employer and employee may agree in writing to the employee taking a period of paid annual leave before the employee has accrued an entitlement to the leave.
- (b) An agreement must:
 - (i) state the amount of leave to be taken in advance and the date on which leave is to commence; and
 - (ii) be signed by the employer and employee and, if the employee is under 18 years of age, by the employee's parent or guardian.

Note: An example of the type of agreement required by clause 16.8 is set out at Schedule H. There is no requirement to use the form of agreement set out at Schedule H.

- (c) The employer must keep a copy of any agreement under clause 16.8 as an employee record.
- (d) If, on the termination of the employee's employment, the employee has not accrued an entitlement to all of a period of paid annual leave already taken in accordance with an agreement under clause 16.8, the employer may deduct from any money due to the employee on termination an amount equal to the amount that was paid to the employee in respect of any part of the period of annual leave taken in advance to which an entitlement has not been accrued.

16.9 Cashing out of annual leave

- (a) Paid annual leave must not be cashed out except in accordance with an agreement under clause 16.9.
- (b) Each cashing out of a particular amount of paid annual leave must be the subject of a separate agreement under clause 16.9.
- (c) An employer and an employee may agree in writing to the cashing out of a particular amount of accrued paid annual leave by the employee.
- (d) An agreement under clause 16.9 must state:
 - (i) the amount of leave to be cashed out and the payment to be made to the employee for it; and
 - (ii) the date on which the payment is to be made.

- (e) An agreement under clause 16.9 must be signed by the employer and employee and, if the employee is under 18 years of age, by the employee’s parent or guardian.
- (f) The payment must not be less than the amount that would have been payable had the employee taken the leave at the time the payment is made.
- (g) An agreement must not result in the employee’s remaining accrued entitlement to paid annual leave being less than 4 weeks.
- (h) The maximum amount of accrued paid annual leave that may be cashed out in any period of 12 months is 2 weeks.
- (i) The employer must keep a copy of any agreement under clause 16.9 as an employee record.

Note 1: Under section 344 of the Fair Work Act, an employer must not exert undue influence or undue pressure on an employee to make, or not make, an agreement under clause 16.9.

Note 2: Under section 345(1) of the Fair Work Act, a person must not knowingly or recklessly make a false or misleading representation about the workplace rights of another person under clause 16.9.

Note 3: An example of the type of agreement required by clause 16.9 is set out at Schedule I. There is no requirement to use the form of agreement set out at Schedule I.

16.10 Excessive leave accruals: general provision

Note: Clauses 16.10 to 16.12 contain provisions, additional to the National Employment Standards, about the taking of paid annual leave as a way of dealing with the accrual of excessive paid annual leave. See Part 2.2, Division 6 of the Fair Work Act.

- (a) An employee has an **excessive leave accrual** if the employee has accrued more than 8 weeks’ paid annual leave (or 10 weeks’ paid annual leave for a shiftworker, as defined by clause 16.2).
- (b) If an employee has an excessive leave accrual, the employer or the employee may seek to confer with the other and genuinely try to reach agreement on how to reduce or eliminate the excessive leave accrual.
- (c) Clause 16.11 sets out how an employer may direct an employee who has an excessive leave accrual to take paid annual leave.
- (d) Clause 16.12 sets out how an employee who has an excessive leave accrual may require an employer to grant paid annual leave requested by the employee.

16.11 Excessive leave accruals: direction by employer that leave be taken

- (a) If an employer has genuinely tried to reach agreement with an employee under clause 16.10(b) but agreement is not reached (including because the employee refuses to confer), the employer may direct the employee in writing to take one or more periods of paid annual leave.
- (b) However, a direction by the employer under paragraph (a):

- (i) is of no effect if it would result at any time in the employee’s remaining accrued entitlement to paid annual leave being less than 6 weeks when any other paid annual leave arrangements (whether made under clause 16.10, 16.11 or 16.12 or otherwise agreed by the employer and employee) are taken into account; and
 - (ii) must not require the employee to take any period of paid annual leave of less than one week; and
 - (iii) must not require the employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the direction is given; and
 - (iv) must not be inconsistent with any leave arrangement agreed by the employer and employee.
- (c) The employee must take paid annual leave in accordance with a direction under paragraph (a) that is in effect.
 - (d) An employee to whom a direction has been given under paragraph (a) may request to take a period of paid annual leave as if the direction had not been given.

Note 1: Paid annual leave arising from a request mentioned in paragraph (d) may result in the direction ceasing to have effect. See clause 16.11(b)(i).

Note 2: Under section 88(2) of the Fair Work Act, the employer must not unreasonably refuse to agree to a request by the employee to take paid annual leave.

16.12 Excessive leave accruals: request by employee for leave

- (a) Clause 16.12 comes into operation from 29 July 2017.
- (b) If an employee has genuinely tried to reach agreement with an employer under clause 16.10(b) but agreement is not reached (including because the employer refuses to confer), the employee may give a written notice to the employer requesting to take one or more periods of paid annual leave.
- (c) However, an employee may only give a notice to the employer under paragraph (b) if:
 - (i) the employee has had an excessive leave accrual for more than 6 months at the time of giving the notice; and
 - (ii) the employee has not been given a direction under clause 16.11(a) that, when any other paid annual leave arrangements (whether made under clause 16.10, 16.11 or 16.12 or otherwise agreed by the employer and employee) are taken into account, would eliminate the employee’s excessive leave accrual.
- (d) A notice given by an employee under paragraph (b) must not:
 - (i) if granted, result in the employee’s remaining accrued entitlement to paid annual leave being at any time less than 6 weeks when any other paid annual leave arrangements (whether made under clause 16.10, 16.11 or 16.12 or otherwise agreed by the employer and employee) are taken into account; or

- (ii) provide for the employee to take any period of paid annual leave of less than one week; or
 - (iii) provide for the employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the notice is given; or
 - (iv) be inconsistent with any leave arrangement agreed by the employer and employee.
- (e) An employee is not entitled to request by a notice under paragraph (b) more than 4 weeks' paid annual leave (or 5 weeks' paid annual leave for a shiftworker, as defined by clause 16.2) in any period of 12 months.
- (f) The employer must grant paid annual leave requested by a notice under paragraph (b).

16.13 Payment of accrued annual leave on termination

The NES provides for payment of accrued annual leave upon termination. For the full NES entitlement see [s.90\(2\)](#) of the Act.

17. Personal/carer's leave and compassionate leave

17.1 Personal/carer's leave and compassionate leave are provided for in the NES.

17.2 Payment for accrued personal/carer's leave on retirement

Where an employee:

- (a) dies, retires, is made redundant or resigns their employment after 10 years' service; or
- (b) is accepted by their superannuation fund as totally or permanently disabled;

the employee (or in the case of death, the employee's personal legal representative) will be paid an amount equivalent to the employee's unused accumulated personal/carer's leave entitlement at the ordinary rate of pay.

17.3 Payment for excess accrued sick leave

Where an employee has accumulated as at 1 July of any year more than 28 days unused sick leave, the employee may elect to receive an amount equivalent to all or part of the accumulated sick leave in excess of 28 days at the ordinary rate of pay instead of actual leave.

17.4 Evidence requirements

- (a) The employee will, if required by the employer, establish by the production of a statutory declaration, that the employee was unable to work because of injury or personal illness.
- (b) In the case where the period of absence is extensive or where the employee failed to report for duty in circumstances where, in the employer's opinion, a requirement for confirmation for the reason for the absence is justified, the employer may require the employee to produce a legally qualified medical

practitioner's certificate that the employee was unable, in the medical practitioner's opinion, to attend for work through personal illness or injury.

18. Parental leave and related entitlements

18 amended in accordance with paragraph [35] of [\[2014\] FWCFB 9412](#)

Parental leave and related entitlements are provided for in the NES.

~~18.1 Parental leave and related entitlements are provided for in the NES. The NES provides up to 12 months' unpaid leave to eligible employees, plus a right to request an additional 12 months' unpaid leave, plus other forms of maternity, paternity and adoption-related leave.~~

~~18.2 For the full NES parental leave entitlement see [ss.67–85](#) of the Act.~~

19. Public holidays

This provision may be reviewed in [AM2014/301](#)

19.1 Public holidays are provided for in the NES.

19.2 Where an employee works on a public holiday they will be paid in accordance with clause 14.3(b) or 14.4(b).

19.3 deleted in accordance with paragraph [117] of [\[2015\] FWCFB 1729](#)

~~19.3 An employee who performs work on Christmas Day, Good Friday, Anzac Day or Labour Day (as gazetted or proclaimed), in addition to the payments prescribed by clause 14, will accrue an additional day's leave which will be taken at a time agreed between the employee and the employer or taken consecutively with annual leave.~~

19.4 (former 19.5) reinserted – deleted in error in [2 November 2015](#) Exposure Draft.

19.4 Rostered day off for a shiftworker on a public holiday

A shiftworker who is rostered off on the day on which a public holiday prescribed by this clause falls will be paid at the ordinary rate for the public holiday in addition to the ordinary weekly wage.

19.5 **Outports**

An employee required to work in an outport on a day on which a public holiday occurs in their home port will be paid public holiday rates for such work. An employee who works in an outport on a day which is a public holiday in the outport but is not a public holiday in the employee's home port will be paid at the rate applicable in the employee's home port.

19.6 **Day instead of holiday for seven-day continuous shiftworkers**

Tradespersons who are seven-day continuous shiftworkers will accrue a day instead of a holiday to be taken by mutual agreement between the employer and employee in respect of any shift worked on a public holiday.

19.7 Part-day public holidays

For provisions relating to part-day public holidays see Schedule F—2016 Part-day public holidays.

20. Community service leave

Community service leave is provided for in the NES.

21. Leave for attendance at repatriation centres

21.1 An employee, being ex-service personnel, will be allowed, as time worked, lost time incurred while attending repatriation centres for medical examination and or treatment, provided that:

- (a) such lost time does not exceed four hours; and
- (b) an employee produces evidence, satisfactory to the employer, that the employee is so required and/or does attend a repatriation centre.

22. Termination of employment

22.2 amended to reflect wording in current award

22.1 Notice of termination is provided for in the NES.

22.2 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 may withhold from any money-monies due to the employee on termination under this award or the NES, an amount not exceeding the amount the employee would have been paid under this award in respect of the period of notice required by the NES, less any period of notice actually given by the employee.

22.3 Job search entitlement

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

23. Redundancy

23.1 Redundancy pay is provided for in the NES.

23.2 Transfer to lower paid duties

Where an employee is transferred to lower paid duties by reason of redundancy, the same period of notice must be given as if the employment had been terminated and

the employer may, at the employer's option, make payment instead. The payment will be equal to the difference between the former ordinary time rate of pay and the ordinary time rate of pay for the number of weeks of notice still owing.

23.3 Employee leaving during notice period

An employee given notice of termination in circumstances of redundancy may terminate their employment during the period of notice. The employee is entitled to receive the benefits and payments they would have received under this clause had they remained in employment until the expiry of the notice, but is not entitled to payment instead of notice.

23.4 Job search entitlement

- (a) An employee given notice of termination in circumstances of redundancy must be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.
- (b) If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee must, at the request of the employer, produce proof of attendance at an interview or they will not be entitled to payment for the time absent. For this purpose a statutory declaration is sufficient.
- (c) This entitlement applies instead of clause 22.3.

Part 7—Consultation and Dispute Resolution

24. Consultation

24.1 Consultation regarding major workplace change

(a) Employers to notify

- (i) 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.
- (ii) **Significant effects** include termination of employment; major changes in the 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 provision for alteration of any of these matters an alteration is deemed not to have significant effect.

(b) Employers to discuss change

- (i) The employer must discuss with the employees affected and their representatives, if any, the introduction of the changes referred to in clause 24.1(a), the effects the changes are likely to have on employees

and 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 changes.

- (ii) 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 24.1(a).
- (iii) For the purposes of such discussion, the employer must provide in writing to the employees concerned and their representatives, if any, 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.

24.2 Consultation about changes to rosters or hours of work

- (a) Where an employer proposes to change an employee's regular roster or ordinary hours of work, the employer must consult with the employee or employees affected and their representatives, if any, about the proposed change.
- (b) The employer must:
 - (i) provide to the employee or employees affected and their representatives, if any, information about the proposed change (for example, information about the nature of the change to the employee's regular roster or ordinary hours of work and when that change is proposed to commence);
 - (ii) invite the employee or employees affected and their representatives, if any, to give their views about the impact of the proposed change (including any impact in relation to their family or caring responsibilities); and
 - (iii) give consideration to any views about the impact of the proposed change that are given by the employee or employees concerned and/or their representatives.
- (c) The requirement to consult under this clause does not apply where an employee has irregular, sporadic or unpredictable working hours.
- (d) These provisions are to be read in conjunction with other award provisions concerning the scheduling of work and notice requirements.

25. Dispute resolution

- 25.1** In the event of a dispute about a matter under this award, or a dispute in relation to the NES, in the first instance the parties must 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.
- 25.2** If a dispute about a matter arising under this award or a dispute in relation to the NES is unable to be resolved at the workplace, and all appropriate steps under clause 25.1 have been taken, a party to the dispute may refer the dispute to the Fair Work Commission.
- 25.3** The parties may agree on the process to be utilised by the Fair Work Commission including mediation, conciliation and consent arbitration.
- 25.4** Where the matter in dispute remains unresolved, the Fair Work Commission may exercise any method of dispute resolution permitted by the Act that it considers appropriate to ensure the settlement of the dispute.
- 25.5** An employer or employee may appoint another person, organisation or association to accompany and/or represent them for the purposes of this clause.
- 25.6** While the dispute resolution procedure is being conducted, work must continue in accordance with this award and the Act. Subject to applicable occupational health and safety legislation, an employee must not unreasonably fail to comply with a direction by the employer to perform work, whether at the same or another workplace, that is safe and appropriate for the employee to perform.

Schedule A—Classification Definitions

A.1 Grade 1

A Grade 1 employee is an employee who is undergoing induction and initial training prior to appointment as a stevedoring employee Grade 2.

A.2 Grade 2

A Grade 2 employee is an employee who has completed induction and initial training, has demonstrated competence and who performs such functions as required by the employer from time to time in relation to:

- (a) the operation of ITV's, small fork-lifts, bobcats and other small mechanical equipment;
- (b) shipboard and wharf duties, lashing and unlashings, packing and unpacking of containers, and other general duties;
- (c) basic servicing of equipment incidental to the performance of functions at this grade;
- (d) basic security duties incidental to the performance of functions at this grade;
- (e) clerical tasks incidental to the performance of functions at this grade;
- (f) other basic clerical tasks; and
- (g) where appropriate, functions associated with a higher grade as part of a training program.

A.3 Grade 3

A Grade 3 employee is an employee who has attained the level of stevedoring employee Grade 2 and who has:

- (a) completed additional training and has demonstrated competence in clerical and/or operational skills at this grade, and performs such functions as required by the employer from time to time in relation to:
 - (i) operation of heavy mechanical equipment such as heavy fork-lifts, straddle carriers, transtainers, front-end loaders, excavators or fuel trucks;
 - (ii) the operation of ships gear;
 - (iii) basic servicing of equipment incidental to the performance of functions at this grade;
 - (iv) clerical tasks incidental to the performance of functions at this grade;
 - (v) semi-skilled maintenance such as equipment and vehicle servicing and the use of hand tools in relation to that maintenance, and incidental tasks;
 - (vi) general and routine clerical duties requiring the exercise of limited initiative, performed under supervision involving functions such as the processing of information or documents associated with the receipt and

delivery of cargo/containers; the loading and discharge of ships, the location of cargo in sheds or the wharf; the sorting and stacking of cargo/containers; time keeping;

- (vii) security/watching duties where this is required to be carried out as a primary function of an employee;
 - (viii) first aid duties where this is required to be carried out as a primary function of an employee;
 - (ix) where appropriate in respect to paragraphs (ii), (iii), (iv), (v) or (vi), functions associated with a higher grade as part of a training program;
- (b) been trained and selected for appointment to the classification of stevedoring employee Grade 3 in accordance with the operational requirements of the employer's enterprise.

A.4 Grade 4

A.4.1 A Grade 4 employee is an employee who has attained the level of stevedoring employee Grade 3 and who has:

- (a) completed additional training and has demonstrated competence in clerical, operational and or mechanical skills at this grade and performs such functions as are required by the employer from time to time in relation to:
 - (i) operation of specialised and complex ship's gear and or heavy shorebased cranes or gantry cranes such as a portainer crane or heavy-lift mobile wharf cranes; and
 - (ii) basic servicing of equipment incidental to the performance of functions at this grade; and
 - (iii) clerical tasks incidental to the performance of functions at this grade; or
 - (iv) clerical duties performed under general supervision requiring the exercise of initiative and a sound knowledge and experience of the tasks and procedures performed within the work area involving duties such as the processing of information and documents relating to a wide range of cargo handling functions and/or cargo availability, labour allocation and payroll; or
 - (v) is a maintenance tradesperson as defined and performs operational and or clerical functions on an incidental basis as required; or
 - (vi) monitoring and controlling the operation of refrigeration plant and its ancillary equipment under general supervision and the performance of routine mechanical maintenance in connection therewith, and any work incidental thereto; or
 - (vii) where appropriate in respect to paragraphs (i), (ii), (iii) or (iv), functions associated with a higher grade as part of a training program;
- (b) been trained and selected for appointment to the classification of stevedoring employee Grade 4 in accordance with the operational requirements of the employer's enterprise.

A.4.2 Maintenance tradesperson

Maintenance tradesperson means a person who holds a Trade Certificate or Tradesperson's Rights Certificate as:

- (a) an engineering tradesperson – level 1 as defined in the *Manufacturing and Associated Industries and Occupation Award 2015*; or
- (b) a mechanical fitter, motor mechanic, boilermakers, shipwright, welder, electrical fitter, electrical mechanic, automotive electrician, or mechanical engineering tradesperson;

and who exercises the skills and knowledge of that trade to the level of his or her training.

A.5 Grade 5

A Grade 5 employee is an employee who has attained the level of stevedoring employee Grade 3 or 4 and who has:

- (a) completed additional training and has demonstrated competence in the skills required at this grade and performs such functions as are required by the employer from time to time; and
 - (i) is the, or one of the key operational employees engaged on a shift and is experienced in the operation of equipment, assists and co-ordinates the work of others; works from a work plan or sequence, liaises with supervisory employees, and performs operational and incidental clerical tasks as required; or
 - (ii) in the case of an employee who works primarily in clerical functions, assists, co-ordinates or directs the work of other clerical employees, monitors the work flow in the area of responsibility, liaises with supervisory employees; performs clerical functions as required;
 - (iii) in relation to paragraphs (i) or (ii) where appropriate, performs functions associated with a higher grade as part of a training program;
- (b) been trained and selected for appointment to the classification of stevedoring employee Grade 5 in accordance with the operational requirements of the employer's enterprise.

A.6 Grade 6

A.6.1 A Grade 6 employee is an employee who has attained the level of either stevedoring employee Grade 4 or 5 and who has:

- (a) completed additional training and has demonstrated competence in the skills required at this grade and performs such functions as are required by the employer from time to time in relation to:
 - (i) co-ordinating and supervising stevedoring operations and personnel as required by the employer, and compiles records, reports and information in connection therewith; or

- (ii) in the case of an employee who works primarily in clerical functions, supervising the overall operation of clerical work area(s), including any planning or organising in connection therewith; or
 - (iii) is a maintenance tradesperson special class as defined;
 - (iv) as required in respect to paragraphs (i), (ii) or (iii), performs operational and or clerical functions on an incidental basis;
 - (v) as required in respect to paragraphs (i), (ii) or (iii), performs functions associated with a higher grade as part of a training program;
- (b) been trained and selected for appointment to the classification of stevedoring employee Grade 6 in accordance with the operational requirements of the employer's enterprise.

~~A.6.2 – Maintenance Tradesperson Special Class~~

~~A maintenance tradesperson special class is an employee who is a maintenance tradesperson who has completed additional training to the level of an engineering tradesperson – special class level II as defined in the *Manufacturing and Associated Industries and Occupations Award 2014*, and who exercises the skills and knowledge required of an engineering tradesperson – special class level II.~~

A.7 Grade 7

A Grade 7 employee is an employee who has attained the level of stevedoring employee Grade 6 and who has:

- (a) completed additional training and has demonstrated competence in the skills required at this grade and performs such functions as are required by the employer from time to time in relation to:
 - (i) planning, controlling, co-ordinating and integrating stevedoring operations (including maintenance operations) and stevedoring employees in connection with vessels and or cargoes as allocated by the employer from time to time and compiles records, reports and information in connection therewith; and
 - (ii) operational, clerical and maintenance functions on an incidental basis; and
 - (iii) where appropriate, performs functions associated with a higher grade as part of a training program;
- (b) been trained and selected for appointment to the classification of stevedoring employee Grade 7 in accordance with the operational requirements of the employer's enterprise.

Schedule B—Summary of Monetary Allowances

See clause 11 for full details of allowances payable under this award.

Monetary amounts in this clause adjusted as a result of AWR 2016

B.1 Wage related allowances

The following wage-related allowances are based on the weekly standard rate defined in Schedule G—Definitions as the minimum weekly wage for a Stevedoring employee Grade 4 in clause 10 = **\$777.50**. These rates are to be paid in accordance with clauses 11 and 11.2

| Allowance | Clause | % of standard rate \$777.50 | \$ per week unless stated otherwise |
|-----------------------------------------------------------|---------------|----------------------------------------|--------------------------------------------|
| Specialist functions allowance ¹ | 11.1(a)(ii) | 2.87 | 22.31 |
| Electrician's licence allowance ¹ | 11.1(b) | 4.55 | 35.38 |
| First aid allowance | 11.1(d) | 2.13 | 16.56 |
| Leading hand tradesperson in charge of: | 11.1(e) | | |
| 3 to 10 employees | | 4.08 | 31.72 |
| 11 to 20 employees | | 6.07 | 47.19 |
| More than 20 employees | | 7.76 | 60.33 |
| Roll-on and roll-off vessel allowance | 11.1(g) | 0.18 | 1.40 per hour |
| Stevedoring operations—other than in terminal operations: | 11.1(h) | | |
| Explosives | | 0.26 | 2.02 per hour |
| Bulk grain—barley and oats | | 0.35 | 2.72 per hour |
| Bulk grain—others | | 0.27 | 2.10 per hour |
| Freezer cargoes— below -12 ⁰ C | | 0.23 | 1.79 per hour |
| Freezer cargoes— -12 ⁰ C and above | | 0.11 | 0.86 per hour |
| Nickel concentrates | | 0.74 | 5.75 per hour |
| First aid employees | | 0.48 | 3.73 per hour |
| Telephone allowance | 11.1(i) | 1.36 | 10.57 |
| Terminal operation allowance: | 11.1(j) | | |
| Grade 1 to 5—Operational | | 2.48 | 19.28 |
| Grade 3 to 5—Clerical | | 1.29 | 10.03 |

| Allowance | Clause | % of standard rate \$777.50 | \$ per week unless stated otherwise |
|------------------------------|--------|--------------------------------|-------------------------------------|
| Grade 4, 6 and 7—Maintenance | | 4.41 | 34.29 |
| Grade 6 and 7—Supervisory | | 2.48 | 19.28 |
| Grade 3—Security | | 1.91 | 14.85 |

¹These allowances apply for all purposes of this award.

B.1.1 Adjustment of wage related allowances

Wage related allowances are adjusted in accordance with increases to wages and are based on percentage of the standard rate as specified.

B.2 Expense related allowances

The following expense related allowances will be payable to employees in accordance with clause 11.2:

| Allowance | Clause | \$ per week unless stated otherwise |
|---------------------------------------------------------------------|---------|----------------------------------------------------------------------------------------------|
| Vehicle allowance | 11.2(b) | 0.78 per km |
| Expenses for stevedoring employees Grade 7—car allowance | 11.2(b) | 76.00 per week |
| Laundry allowance | 11.2(d) | 9.20 per week per set of overalls or other issued clothing (limited to two sets of overalls) |
| Day work—overtime meal allowance—Saturday, Sunday or public holiday | 11.2(e) | 18.60 per occasion |
| Shiftwork—meal allowance | 11.2(f) | 13.30 per occasion |
| Outports allowance: | 11.2(g) | |
| Overnight stay—out of pocket expenses | | 33.19 per day |
| Overnight stay—transfer for defined number of days | | 114.33 per day |
| Overnight stay—transfer for flexible number of days | | 155.66 per day |
| Saturday, Sunday or holiday | | 99.82 per day |
| Use of own motor vehicle | | 0.78 per km |

B.2.1 Adjustment of expense related allowances

At the time of any adjustment to the standard rate, each expense related allowance will be increased by the relevant adjustment factor. The relevant adjustment factor for this purpose is the percentage movement in the applicable index figure most recently published by the Australian Bureau of Statistics since the allowance was last adjusted.

The applicable index figure is the index figure published by the Australian Bureau of Statistics for the Eight Capitals Consumer Price Index (Cat No. 6401.0), as follows:

| Allowance | Applicable Consumer Price Index figure |
|--------------------|-----------------------------------------------|
| Outports allowance | All groups |
| Meal allowance | Take away and fast foods sub-group |
| Vehicle allowance | Private motoring sub-group |
| Laundry allowance | Clothing and footwear group |

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Schedule C—Supported Wage System

Rates updated as a result of AWR 2016

- C.1** This schedule defines the conditions which will apply to employees who because of the effects of a disability are eligible for a supported wage under the terms of this award.
- C.2** In this schedule:
- approved assessor** means a person accredited by the management unit established by the Commonwealth under the supported wage system to perform assessments of an individual's productive capacity within the supported wage system
- assessment instrument** means the tool provided for under the supported wage system that records the assessment of the productive capacity of the person to be employed under the supported wage system
- disability support pension** means the Commonwealth pension scheme to provide income security for persons with a disability as provided under the *Social Security Act 1991* (Cth), as amended from time to time, or any successor to that scheme
- relevant minimum wage** means the minimum wage prescribed in this award for the class of work for which an employee is engaged
- supported wage system** (SWS) means the Commonwealth Government system to promote employment for people who cannot work at full award wages because of a disability, as documented in the Supported Wage System Handbook. The Handbook is available from the following website: www.jobaccess.gov.au
- SWS wage assessment agreement** means the document in the form required by the Department of Social Services that records the employee's productive capacity and agreed wage rate
- C.3 Eligibility criteria**
- C.3.1** Employees covered by this schedule will be those who are unable to perform the range of duties to the competence level required within the class of work for which the employee is engaged under this award, because of the effects of a disability on their productive capacity and who meet the impairment criteria for receipt of a disability support pension.
- C.3.2** This schedule does not apply to any existing employee who has a claim against the employer which is subject to the provisions of workers compensation legislation or any provision of this award relating to the rehabilitation of employees who are injured in the course of their employment.
- C.4 Supported wage rates**
- C.4.1** Employees to whom this schedule applies will be paid the applicable percentage of the relevant minimum wage according to the following schedule:

| Assessed capacity (clause D.5) | Relevant minimum wage |
|---------------------------------------|------------------------------|
| % | % |
| 10 | 10 |
| 20 | 20 |
| 30 | 30 |
| 40 | 40 |
| 50 | 50 |
| 60 | 60 |
| 70 | 70 |
| 80 | 80 |
| 90 | 90 |

C.4.2 Provided that the minimum amount payable must be not less than \$82 per week.

C.4.3 Where an employee’s assessed capacity is 10%, they must receive a high degree of assistance and support.

C.5 Assessment of capacity

C.5.1 For the purpose of establishing the percentage of the relevant minimum wage, the productive capacity of the employee will be assessed in accordance with the Supported Wage System by an approved assessor, having consulted the employer and employee and, if the employee so desires, a union which the employee is eligible to join.

C.5.2 All assessments made under this schedule must be documented in an SWS wage assessment agreement, and retained by the employer as a time and wages record in accordance with the Act.

C.6 Lodgement of SWS wage assessment agreement

C.6.1 All SWS wage assessment agreements under the conditions of this schedule, including the appropriate percentage of the relevant minimum wage to be paid to the employee, must be lodged by the employer with the Fair Work Commission.

C.6.2 All SWS wage assessment agreements must be agreed and signed by the employee and employer parties to the assessment. Where a union which has an interest in the award is not a party to the assessment, the assessment will be referred by the Fair Work Commission to the union by certified mail and the agreement will take effect unless an objection is notified to the Fair Work Commission within 10 working days.

C.7 Review of assessment

The assessment of the applicable percentage should be subject to annual or more frequent review on the basis of a reasonable request for such a review. The process of review must be in accordance with the procedures for assessing capacity under the supported wage system.

C.8 Other terms and conditions of employment

Where an assessment has been made, the applicable percentage will apply to the relevant minimum wage only. Employees covered by the provisions of this schedule will be entitled to

the same terms and conditions of employment as other workers covered by this award on a pro rata basis.

C.9 Workplace adjustment

An employer wishing to employ a person under the provisions of this schedule must take reasonable steps to make changes in the workplace to enhance the employee's capacity to do the job. Changes may involve re-design of job duties, working time arrangements and work organisation in consultation with other workers in the area.

C.10 Trial period

- C.10.1** In order for an adequate assessment of the employee's capacity to be made, an employer may employ a person under the provisions of this schedule for a trial period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding four weeks) may be needed.
- C.10.2** During that trial period the assessment of capacity will be undertaken and the percentage of the relevant minimum wage for a continuing employment relationship will be determined.
- C.10.3** The minimum amount payable to the employee during the trial period must be no less than \$82 per week.
- C.10.4** Work trials should include induction or training as appropriate to the job being trialled.
- C.10.5** Where the employer and employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment will be entered into based on the outcome of assessment under clause D.5.

Schedule D—School-based apprentices

- D.1** This schedule applies to school-based apprentices. A school-based apprentice is a person who is undertaking an apprenticeship in accordance with this schedule while also undertaking a course of secondary education.
- D.2** A school-based apprenticeship may be undertaken in the trades covered by this award under a training agreement or contract of training for an apprentice declared or recognised by the relevant State or Territory authority.
- D.3** The relevant minimum wages for full-time junior and adult apprentices provided for in this award, calculated hourly, will apply to school-based apprentices for total hours worked including time deemed to be spent in off-the-job training.
- D.4** For the purposes of clause D.3, where an apprentice is a full-time school student, the time spent in off-the-job training for which the apprentice must be paid is 25% of the actual hours worked each week on-the-job. The wages paid for training time may be averaged over the semester or year.
- D.5** A school-based apprentice must be allowed, over the duration of the apprenticeship, the same amount of time to attend off-the-job training as an equivalent full-time apprentice.
- D.6** For the purposes of this schedule, off-the-job training is structured training delivered by a Registered Training Organisation separate from normal work duties or general supervised practice undertaken on the job.
- D.7** The duration of the apprenticeship must be as specified in the training agreement or contract for each apprentice but must not exceed six years.
- D.8** School-based apprentices progress through the relevant wage scale at the rate of 12 months progression for each two years of employment as an apprentice or at the rate of competency-based progression, if provided for in this award.
- D.9** The apprentice wage scales are based on a standard full-time apprenticeship of four years (unless the apprenticeship is of three years duration) or stages of competency based progression, if provided for in this award. The rate of progression reflects the average rate of skill acquisition expected from the typical combination of work and training for a school-based apprentice undertaking the applicable apprenticeship.
- D.10** If an apprentice converts from school-based to full-time, the successful completion of competencies (if provided for in this award) and all time spent as a full-time apprentice will count for the purposes of progression through the relevant wage scale in addition to the progression achieved as a school-based apprentice.
- D.11** School-based apprentices are entitled pro rata to all of the other conditions in this award

Schedule E—National Training Wage

Rates updated as a result of AWR 2016

This schedule is being reviewed in matter [AM2016/17](#)

E.1 Title

This is the *National Training Wage Schedule*.

E.2 Definitions

In this schedule:

adult trainee is a trainee who would qualify for the highest minimum wage in Wage Level A, B or C if covered by that wage level

approved training means the training specified in the training contract

Australian Qualifications Framework (AQF) is a national framework for qualifications in post-compulsory education and training

out of school refers only to periods out of school beyond Year 10 as at the first of January in each year and is deemed to:

- (a) include any period of schooling beyond Year 10 which was not part of or did not contribute to a completed year of schooling;
- (b) include any period during which a trainee repeats in whole or part a year of schooling beyond Year 10; and
- (c) not include any period during a calendar year in which a year of schooling is completed

relevant State or Territory training authority means the bodies in the relevant State or Territory which exercise approval powers in relation to traineeships and register training contracts under the relevant State or Territory vocational education and training legislation

relevant State or Territory vocational education and training legislation means the following or any successor legislation:

Australian Capital Territory: *Training and Tertiary Education Act 2003*;

New South Wales: *Apprenticeship and Traineeship Act 2001*;

Northern Territory: *Northern Territory Employment and Training Act 1991*;

Queensland: *Vocational Education, Training and Employment Act 2000*;

South Australia: *Training and Skills Development Act 2008*;

Tasmania: *Vocational Education and Training Act 1994*;

Victoria: *Education and Training Reform Act 2006*; or

Western Australia: *Vocational Education and Training Act 1996*

trainee is an employee undertaking a traineeship under a training contract

traineeship means a system of training which has been approved by the relevant State or Territory training authority, which meets the requirements of a training package developed by the relevant Industry Skills Council and endorsed by the National Quality Council, and which leads to an AQF certificate level qualification

training contract means an agreement for a traineeship made between an employer and an employee which is registered with the relevant State or Territory training authority

training package means the competency standards and associated assessment guidelines for an AQF certificate level qualification which have been endorsed for an industry or enterprise by the National Quality Council and placed on the National Training Information Service with the approval of the Commonwealth, State and Territory Ministers responsible for vocational education and training, and includes any relevant replacement training package

year 10 includes any year before Year 10

E.3 Coverage

E.3.1 Subject to clauses E.3.2 to E.3.6 of this schedule, this schedule applies in respect of an employee covered by this award who is undertaking a traineeship whose training package and AQF certificate level is allocated to a wage level by clause E.7 to this schedule or by clause E.5.4 of this schedule.

E.3.2 This schedule only applies to AQF Certificate Level IV traineeships for which a relevant AQF Certificate Level III traineeship is listed in clause E.7 to this schedule.

E.3.3 This schedule does not apply to:

- (a) the apprenticeship system;
- (b) qualifications not identified in training packages; or
- (c) qualifications in training packages which are not identified as appropriate for a traineeship.

E.3.4 This schedule does not apply to qualifications not identified in training packages or to qualifications in training packages which are not identified as appropriate for a traineeship.

E.3.5 Where the terms and conditions of this schedule conflict with other terms and conditions of this award dealing with traineeships, the other terms and conditions of this award prevail.

E.3.6 At the conclusion of the traineeship, this schedule ceases to apply to the employee.

E.4 Types of Traineeship

The following types of traineeship are available under this schedule:

E.4.1 a full-time traineeship based on 38 ordinary hours per week, with 20% of ordinary hours being approved training; and

E.4.2 a part-time traineeship based on less than 38 ordinary hours per week, with 20% of ordinary hours being approved training solely on-the-job or partly on-the-job and partly off-the-job, or where training is fully off-the-job.

E.5 Minimum Wages

E.5.1 Minimum wages for full-time traineeships

(a) Wage Level A

Subject to clause E.5.3 of this schedule, the minimum wages for a trainee undertaking a full-time AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Level A by clause E.7.1 are:

| | Highest year of schooling completed | | |
|------------------------------------|--------------------------------------------|-----------------|-----------------|
| | Year 10 | Year 11 | Year 12 |
| | per week | per week | per week |
| | \$ | \$ | \$ |
| School leaver | 302.20 | 332.80 | 396.50 |
| Plus 1 year out of school | 332.80 | 396.50 | 461.40 |
| Plus 2 years out of school | 396.50 | 461.40 | 537.00 |
| Plus 3 years out of school | 461.40 | 537.00 | 614.80 |
| Plus 4 years out of school | 537.00 | 614.80 | |
| Plus 5 or more years out of school | 614.80 | | |

(b) Wage Level B

Subject to clause E.5.3 of this schedule, the minimum wages for a trainee undertaking a full-time AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Level B by clause E.7.2 are:

| | Highest year of schooling completed | | |
|------------------------------------|--------------------------------------------|-----------------|-----------------|
| | Year 10 | Year 11 | Year 12 |
| | per week | Per week | per week |
| | \$ | \$ | \$ |
| School leaver | 302.20 | 332.80 | 385.80 |
| Plus 1 year out of school | 332.80 | 385.80 | 443.80 |
| Plus 2 years out of school | 385.80 | 443.80 | 520.40 |
| Plus 3 years out of school | 443.80 | 520.40 | 593.60 |
| Plus 4 years out of school | 520.40 | 593.60 | |
| Plus 5 or more years out of school | 593.60 | | |

(c) Wage Level C

Subject to clause E.5.3 of this schedule, the minimum wages for a trainee undertaking a full-time AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Level C by clause E.7.3 are:

| | Highest year of schooling completed | | |
|------------------------------------|--------------------------------------------|-----------------|-----------------|
| | Year 10 | Year 11 | Year 12 |
| | per week | per week | per week |
| | \$ | \$ | \$ |
| School leaver | 302.20 | 332.80 | 385.80 |
| Plus 1 year out of school | 332.80 | 385.80 | 434.30 |
| Plus 2 years out of school | 385.80 | 434.30 | 485.20 |
| Plus 3 years out of school | 434.30 | 485.20 | 540.60 |
| Plus 4 years out of school | 485.20 | 540.60 | |
| Plus 5 or more years out of school | 540.60 | | |

(d) AQF Certificate Level IV traineeships

- (i) Subject to clause E.5.3 of this schedule, the minimum wages for a trainee undertaking a full-time AQF Certificate Level IV traineeship are the minimum wages for the relevant full-time AQF Certificate Level III traineeship with the addition of 3.8% to those minimum wages.
- (ii) Subject to clause E.5.3 of this schedule, the minimum wages for an adult trainee undertaking a full-time AQF Certificate Level IV traineeship are as follows, provided that the relevant wage level is that for the relevant AQF Certificate Level III traineeship:

| Wage level | First year of traineeship | Second and subsequent years of traineeship |
|-------------------|----------------------------------|---------------------------------------------------|
| | per week | per week |
| | \$ | \$ |
| Wage Level A | 638.50 | 663.20 |
| Wage Level B | 616.00 | 639.70 |
| Wage Level C | 560.60 | 581.80 |

E.5.2 Minimum wages for part-time traineeships**(a) Wage Level A**

Subject to clauses E.5.2(f) and E.5.3 of this schedule, the minimum wages for a trainee undertaking a part-time AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Level A by clause E.7.1 are:

| | Highest year of schooling completed | | |
|------------------------------------|--------------------------------------------|-----------------|-----------------|
| | Year 10 | Year 11 | Year 12 |
| | per hour | per hour | per hour |
| | \$ | \$ | \$ |
| School leaver | 9.94 | 10.96 | 13.05 |
| Plus 1 year out of school | 10.96 | 13.05 | 15.19 |
| Plus 2 years out of school | 13.05 | 15.19 | 17.66 |
| Plus 3 years out of school | 15.19 | 17.66 | 20.21 |
| Plus 4 years out of school | 17.66 | 20.21 | |
| Plus 5 or more years out of school | 20.21 | | |

(b) Wage Level B

Subject to clauses E.5.2(f) and E.5.3 of this schedule, the minimum wages for a trainee undertaking a part-time AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Level B by clause E.7.2 are:

| | Highest year of schooling completed | | |
|------------------------------------|--------------------------------------------|-----------------|-----------------|
| | Year 10 | Year 11 | Year 12 |
| | per hour | per hour | per hour |
| | \$ | \$ | \$ |
| School leaver | 9.94 | 10.96 | 12.70 |
| Plus 1 year out of school | 10.96 | 12.70 | 14.60 |
| Plus 2 years out of school | 12.70 | 14.60 | 17.13 |
| Plus 3 years out of school | 14.60 | 17.13 | 19.54 |
| Plus 4 years out of school | 17.13 | 19.54 | |
| Plus 5 or more years out of school | 19.54 | | |

(c) Wage Level C

Subject to clauses E.5.2(f) and E.5.3 of this schedule, the minimum wages for a trainee undertaking a part-time AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Level C by clause E.7.3 are:

| | Highest year of schooling completed | | |
|----------------------------|--------------------------------------------|-----------------|-----------------|
| | Year 10 | Year 11 | Year 12 |
| | per hour | per hour | per hour |
| | \$ | \$ | \$ |
| School leaver | 9.94 | 10.96 | 12.70 |
| Plus 1 year out of school | 10.96 | 12.70 | 14.28 |
| Plus 2 years out of school | 12.70 | 14.28 | 15.95 |
| Plus 3 years out of school | 14.28 | 15.95 | 17.78 |

| | Highest year of schooling completed | | |
|------------------------------------|-------------------------------------|----------|----------|
| | Year 10 | Year 11 | Year 12 |
| | per hour | per hour | per hour |
| | \$ | \$ | \$ |
| Plus 4 years out of school | 15.95 | 17.78 | |
| Plus 5 or more years out of school | 17.78 | | |

(d) School-based traineeships

Subject to clauses E.5.2(f) and E.5.3 of this schedule, the minimum wages for a trainee undertaking a school-based AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Levels A, B or C by clause E.7 are as follows when the trainee works ordinary hours:

| Year of schooling | |
|-------------------|----------|
| Year 11 or lower | Year 12 |
| per hour | per hour |
| \$ | \$ |
| 9.94 | 10.96 |

(e) AQF Certificate Level IV traineeships

(i) Subject to clauses E.5.2(f) and E.5.3 of this schedule, the minimum wages for a trainee undertaking a part-time AQF Certificate Level IV traineeship are the minimum wages for the relevant part-time AQF Certificate Level III traineeship with the addition of 3.8% to those minimum wages.

(ii) Subject to clauses E.5.2(f) and E.5.3 of this schedule, the minimum wages for an adult trainee undertaking a part-time AQF Certificate Level IV traineeship are as follows, provided that the relevant wage level is that for the relevant AQF Certificate Level III traineeship:

| Wage level | First year of traineeship | Second and subsequent years of traineeship |
|--------------|---------------------------|--------------------------------------------|
| | per hour | per hour |
| | \$ | \$ |
| Wage Level A | 21.00 | 21.82 |
| Wage Level B | 20.24 | 21.03 |
| Wage Level C | 18.44 | 19.15 |

(f) Calculating the actual minimum wage

(i) Where the full-time ordinary hours of work are not 38 or an average of 38 per week, the appropriate hourly minimum wage is obtained by multiplying the relevant minimum wage in clauses E.5.2(a)–(e) of this schedule by 38 and then dividing the figure obtained by the full-time ordinary hours of work per week.

- (ii) Where the approved training for a part-time traineeship is provided fully off-the-job by a registered training organisation, for example at school or at TAFE, the relevant minimum wage in clauses E.5.2(a)–(e) of this schedule applies to each ordinary hour worked by the trainee.
- (iii) Where the approved training for a part-time traineeship is undertaken solely on-the-job or partly on-the-job and partly off-the-job, the relevant minimum wage in clauses E.5.2(a)–(e) of this schedule minus 20% applies to each ordinary hour worked by the trainee.

E.5.3 Other minimum wage provisions

- (a) An employee who was employed by an employer immediately prior to becoming a trainee with that employer must not suffer a reduction in their minimum wage per week or per hour by virtue of becoming a trainee. Casual loadings will be disregarded when determining whether the employee has suffered a reduction in their minimum wage.
- (b) If a qualification is converted from an AQF Certificate Level II to an AQF Certificate Level III traineeship, or from an AQF Certificate Level III to an AQF Certificate Level IV traineeship, then the trainee must be paid the next highest minimum wage provided in this schedule, where a higher minimum wage is provided for the new AQF certificate level.

E.5.4 Default wage rate

The minimum wage for a trainee undertaking an AQF Certificate Level I–III traineeship whose training package and AQF certificate level are not allocated to a wage level by clause E.7 is the relevant minimum wage under this schedule for a trainee undertaking an AQF Certificate to Level I–III traineeship whose training package and AQF certificate level are allocated to Wage Level B.

E.6 Employment conditions

- E.6.1** A trainee undertaking a school-based traineeship may, with the agreement of the trainee, be paid an additional loading of 25% on all ordinary hours worked instead of paid annual leave, paid personal/carer's leave and paid absence on public holidays, provided that where the trainee works on a public holiday then the public holiday provisions of this award apply.
- E.6.2** A trainee is entitled to be released from work without loss of continuity of employment and to payment of the appropriate wages to attend any training and assessment specified in, or associated with, the training contract.
- E.6.3** Time spent by a trainee, other than a trainee undertaking a school-based traineeship, in attending any training and assessment specified in, or associated with, the training contract is to be regarded as time worked for the employer for the purposes of calculating the trainee's wages and determining the trainee's employment conditions.

Note: The time to be included for the purpose of calculating the wages for part-time trainees whose approved training is fully off-the-job is determined by clause E.5.2(f)(ii) and not by this clause.

- E.6.4** Subject to clause E.3.5 of this schedule, all other terms and conditions of this award apply to a trainee unless specifically varied by this schedule.

E.7 Allocation of Traineeships to Wage Levels

The wage levels applying to training packages and their AQF certificate levels are:

E.7.1 Wage Level A

| Training package | AQF certificate level |
|------------------------------------------------------------------------|-----------------------------------------------|
| Aeroskills | II |
| Aviation | I, II, III |
| Beauty | III |
| Business Services | I, II, III |
| Chemical, Hydrocarbons and Refining | I, II, III |
| Civil Construction | III |
| Coal Training Package | II, III |
| Community Services | II, III |
| Construction, Plumbing and Services Integrated Framework | I, II, III |
| Correctional Services | II, III |
| Drilling | II, III |
| Electricity Supply Industry—Generation Sector | II, III (III in Western Australia only) |
| Electricity Supply Industry—Transmission, Distribution and Rail Sector | II |
| Electrotechnology | I, II, III (III in Western Australia only) |
| Financial Services | I, II, III |
| Floristry | III |
| Food Processing Industry | III |
| Gas Industry | III |
| Information and Communications Technology | I, II, III |
| Laboratory Operations | II, III |
| Local Government (other than Operational Works Cert I and II) | I, II, III |
| Manufactured Mineral Products | III |
| Manufacturing | I, II, III |
| Maritime | I, II, III |
| Metal and Engineering (Technical) | II, III |
| Metalliferous Mining | II, III |

| Training package | AQF certificate level |
|--------------------------------------------------------------|------------------------------|
| Museum, Library and Library/Information Services | II, III |
| Plastics, Rubber and Cablemaking | III |
| Public Safety | III |
| Public Sector | II, III |
| Pulp and Paper Manufacturing Industries | III |
| Retail Services (including wholesale and Community pharmacy) | III |
| Telecommunications | II, III |
| Textiles, Clothing and Footwear | III |
| Tourism, Hospitality and Events | I, II, III |
| Training and Assessment | III |
| Transport and Logistics | III |
| Water Industry (Utilities) | III |

E.7.2 Wage Level B

| Training package | AQF certificate level |
|------------------------------------------------|------------------------------|
| Animal Care and Management | I, II, III |
| Asset Maintenance | I, II, III |
| Australian Meat Industry | I, II, III |
| Automotive Industry Manufacturing | II, III |
| Automotive Industry Retail, Service and Repair | I, II, III |
| Beauty | II |
| Caravan Industry | II, III |
| Civil Construction | I |
| Community Recreation Industry | III |
| Entertainment | I, II, III |
| Extractive Industries | II, III |
| Fitness Industry | III |
| Floristry | II |
| Food Processing Industry | I, II |
| Forest and Forest Products Industry | I, II, III |
| Furnishing | I, II, III |
| Gas Industry | I, II |

| Training package | AQF certificate level |
|-----------------------------------------|------------------------------|
| Health | II, III |
| Local Government (Operational Works) | I, II |
| Manufactured Mineral Products | I, II |
| Metal and Engineering (Production) | II, III |
| Outdoor Recreation Industry | I, II, III |
| Plastics, Rubber and Cablemaking | II |
| Printing and Graphic Arts | II, III |
| Property Services | I, II, III |
| Public Safety | I, II |
| Pulp and Paper Manufacturing Industries | I, II |
| Retail Services | I, II |
| Screen and Media | I, II, III |
| Sport Industry | II, III |
| Sugar Milling | I, II, III |
| Textiles, Clothing and Footwear | I, II |
| Transport and Logistics | II, III, IV |
| Visual Arts, Craft and Design | I, II, III |
| Water Industry | I, II |

E.7.3 Wage Level C

| Training package | AQF certificate level |
|----------------------------------|------------------------------|
| Agri-Food | I |
| Amenity Horticulture | I, II, III |
| Conservation and Land Management | I, II, III |
| Funeral Services | I, II, III |
| Music | I, II, III |
| Racing Industry | I, II, III |
| Rural Production | I, II, III |
| Seafood Industry | I, II, III |

Schedule F—2016 Part-day public holidays

This provision is being reviewed in [AM2014/301](#)

Schedule G amended in accordance with [PR580863](#)

This schedule operates in conjunction with award provisions dealing with public holidays.

- F.1** Where a part-day public holiday is declared or prescribed between 7.00 pm and midnight on Christmas Eve (24 December 2016) or New Year’s Eve (31 December 2016) the following will apply on Christmas Eve and New Year’s Eve and will override any provision in this award relating to public holidays to the extent of the inconsistency:
- (a) All employees will have the right to refuse to work on the part-day public holiday if the request to work is not reasonable or the refusal is reasonable as provided for in the NES.
 - (b) Where a part-time or full-time employee is usually rostered to work ordinary hours between 7.00 pm and midnight but as a result of exercising their right under the NES does not work, they will be paid their ordinary rate of pay for such hours not worked.
 - (c) Where a part-time or full-time employee is usually rostered to work ordinary hours between 7.00 pm and midnight but as a result of being on annual leave does not work, they will be taken not to be on annual leave between those hours of 7.00 pm and midnight that they would have usually been rostered to work and will be paid their ordinary rate of pay for such hours.
 - (d) Where a part-time or full-time employee is usually rostered to work ordinary hours between 7.00 pm and midnight, but as a result of having a rostered day off (RDO) provided under this award, does not work, the employee will be taken to be on a public holiday for such hours and paid their ordinary rate of pay for those hours.
 - (e) Excluding annualised salaried employees to whom clause F.1(f) applies, where an employee works any hours between 7.00 pm and midnight they will be entitled to the appropriate public holiday penalty rate (if any) in this award for those hours worked.
 - (f) Where an employee is paid an annualised salary under the provisions of this award and is entitled under this award to time off in lieu or additional annual leave for work on a public holiday, they will be entitled to time off in lieu or pro-rata annual leave equivalent to the time worked between 7.00 pm and midnight.
 - (g) An employee not rostered to work between 7.00 pm and midnight, other than an employee who has exercised their right in accordance with clause F.1(a), will not be entitled to another day off, another day’s pay or another day of annual leave as a result of the part-day public holiday.

- (h)** Nothing in this schedule affects the right of an employee and employer to agree to substitute public holidays.

This schedule is not intended to detract from or supplement the NES.

This schedule is an interim provision and subject to further review.

DRAFT

Schedule G—Definitions

This provision may be reviewed in [AM2014/90](#)

In this award, unless the contrary intention appears:

Act means the *Fair Work Act 2009* (Cth)

adult apprentice means an apprentice who is 21 years of age or over at the commencement of their apprenticeship

all purposes means the payment will be included in the rate of pay of an employee who is entitled to the allowance or loading, when calculating any penalties, loadings or payment while they are on annual leave (see clause 11.1(a))

cargo includes ships stores, fuel oil (whether for bunkers or not), passengers' luggage or mails

day shift means a shift which commences between 6.00 am and 9.00 am

day work means work performed by employees other than shiftworkers, where the ordinary hours of work are worked between 7.00 am and 5.00 pm Monday to Friday inclusive

defined benefit member has the meaning given by the *Superannuation Guarantee (Administration) Act 1992* (Cth)

double header is where a shiftwork employee works two consecutive shifts

employee means national system employee within the meaning of the Act

employer means national system employer within the meaning of the Act

evening shift means a shift which commences between 1.00 pm and 5.00 pm

exempt public sector superannuation scheme has the meaning given by the *Superannuation Industry (Supervision) Act 1993* (Cth)

maintenance tradesperson means a person who holds a Trade Certificate or Tradesperson's Rights Certificate as:

- (a) an engineering tradesperson – level 1 as defined in the *Manufacturing and Associated Industries and Occupation Award 2015*; or
- (b) a mechanical fitter, motor mechanic, boilermakers, shipwright, welder, electrical fitter, electrical mechanic, automotive electrician, or mechanical engineering tradesperson;

and who exercises the skills and knowledge of that trade to the level of his or her training.

maintenance tradesperson special class means an employee who is a maintenance tradesperson who has completed additional training to the level of an engineering tradesperson – special class level II and who exercises the skills and knowledge required of an engineering tradesperson – special class level II

MySuper product has the meaning given by the *Superannuation Industry (Supervision) Act 1993* (Cth)

NES means the National Employment Standards as contained in [ss.59 to 131](#) of the Act

night shift means a shift which commences at or after 10.00 pm

on-hire means the on-hire of an employee by their employer to a client, where such employee works under the general guidance and instruction of the client or a representative of the client

‘ordinary hourly rate’ amended in accordance with para [42] of [\[2015\] FWCFB 4658](#).

ordinary hourly rate means the hourly rate for an employee’s classification specified in clause 10, plus any allowances specified as being included in the employee’s ordinary hourly rate or payable for all purposes ~~inclusive of the industry allowance. Where an employee is entitled to an additional all purpose allowance, this allowance forms part of that employee’s ordinary hourly rate~~

outport means any port other than that at which the employee was engaged to work

seven day continuous shiftwork means work performed on shifts on each of the seven days of the week and may be worked over one, two or three shifts on each day

shiftwork employee means a person who performs shiftwork in accordance with clause 8.3 of this award

ship includes a barge, lighter, hulk or other vessel

standard rate means the minimum weekly wage for a Stevedoring employee Grade 4 in clause 10—Minimum wages

stevedoring industry means the loading and unloading of cargo into or from a ship including its transporting and storage at or adjacent to a wharf

wharf includes a pier, jetty, ramp, or shed, storage or stacking area comprising part of the wharf area used for stevedoring industry activities

Schedule H—Agreement to Take Annual Leave in Advance

Schedule I—Agreement to Take Annual Leave in Advance inserted in accordance with [PR583080](#)

Link to PDF copy of [Agreement to Take Annual Leave in Advance](#).

Name of employee: _____

Name of employer: _____

The employer and employee agree that the employee will take a period of paid annual leave before the employee has accrued an entitlement to the leave:

The amount of leave to be taken in advance is: ____ hours/days

The leave in advance will commence on: ____/____/20____

Signature of employee: _____

Date signed: ____/____/20____

Name of employer representative: _____

Signature of employer representative: _____

Date signed: ____/____/20____

[If the employee is under 18 years of age - include:]

I agree that:

if, on termination of the employee’s employment, the employee has not accrued an entitlement to all of a period of paid annual leave already taken under this agreement, then the employer may deduct from any money due to the employee on termination an amount equal to the amount that was paid to the employee in respect of any part of the period of annual leave taken in advance to which an entitlement has not been accrued.

Name of parent/guardian: _____

Signature of parent/guardian: _____

Date signed: ____/____/20____

Schedule I—Agreement to Cash Out Annual Leave

Schedule J—Agreement to Cash Out Annual Leave inserted in accordance with [PR583080](#)

Link to PDF copy of [Agreement to Cash Out Annual Leave](#).

Name of employee: _____

Name of employer: _____

The employer and employee agree to the employee cashing out a particular amount of the employee's accrued paid annual leave:

The amount of leave to be cashed out is: ____ hours/days

The payment to be made to the employee for the leave is: \$_____ subject to deduction of income tax/after deduction of income tax (strike out where not applicable)

The payment will be made to the employee on: ____/____/20____

Signature of employee: _____

Date signed: ____/____/20____

Name of employer representative: _____

Signature of employer representative: _____

Date signed: ____/____/20____

Include if the employee is under 18 years of age:

Name of parent/guardian: _____

Signature of parent/guardian: _____

Date signed: ____/____/20____

Schedule J—Agreement for Time Off Instead of Payment for Overtime

Schedule K— Agreement for time off instead of payment for overtime inserted in accordance with [PR584156](#)

Link to PDF copy of [Agreement for Time Off Instead of Payment for Overtime](#).

Name of employee: _____

Name of employer: _____

The employer and employee agree that the employee may take time off instead of being paid for the following amount of overtime that has been worked by the employee:

Date and time overtime started: ___/___/20___ am/pm

Date and time overtime ended: ___/___/20___ am/pm

Amount of overtime worked: _____ hours and _____ minutes

The employer and employee further agree that, if requested by the employee at any time, the employer must pay the employee for overtime covered by this agreement but not taken as time off. Payment must be made at the overtime rate applying to the overtime when worked and must be made in the next pay period following the request.

Signature of employee: _____

Date signed: ___/___/20___

Name of employer representative: _____

Signature of employer representative: _____

Date signed: ___/___/20___