

The Seagoing Industry Award—Exposure Draft was first published on 15 January 2016. Subsequent amendments to the draft are as follows:

Publication date	Reason for amendments	Clauses affected
08 March 2019	Incorporate changes resulting from PR598110	Schedule E
	Incorporate changes resulting from [2018] FWCFB 3500 , PR606448 , PR606598	14, 16, 17, Schedule A, Schedule B
	Incorporates changes resulting from [2018] FWCFB 3936 , PR609456	20 (deleted)
	Incorporates changes resulting from PR701683	Schedule E
	Incorporates changes resulting from [2018] FWCFB 6863 , PR701525	6
	Incorporate changes resulting from [2016] FWC 7768 and [2017] FWCFB 3433	12.5(a), 14.2, Schedule B, Schedule H (move to clause 2)
	Incorporate changes resulting from [2018] FWCFB 4704 ; PR610289	5, 29, 26, 27, 28
	Administrative changes by Modern Awards team	10.4 (deleted), 14.4, 15
	Incorporates changes resulting from [2018] FWCFB 4735 , PR610157	15
	Exposure Draft	
29 January 2020	Incorporating changes resulting from [2015] FWCFB 4658 at [57]	16, 17
	Incorporating changes resulting from [2019] FWCFB 1333 at [35]	1.5 (deleted)
	Incorporating plain language amendments to clause content resulting from [2019] FWCFB 2698	1.4 (deleted), B.1.1
	Incorporating changes resulting from [2019] FWCFB 3500 , PR707554 , PR707767	14, 16, 17, Schedule A
	Incorporating changes resulting from [2019] FWCFB 5144	24
	Administrative changes made by Modern Awards team to the document structure, Part and clause titles, and clause content in accordance with [2019] FWCFB 5409 at [6] and Attachment A	Part 1—, 1.4 (deleted), 2, 4, 7, 8, 10, 11, 12, 13, 14, 15, 16, 17, 19, Part 5—, Part 7—, 29, 30, Schedule A, Schedule B, Schedule D—National Training Wage (deleted), Schedule H—Definitions (moved)

The Seagoing Industry Award—Exposure Draft was first published on 15 January 2016. Subsequent amendments to the draft are as follows:

Publication date	Reason for amendments	Clauses affected
	Incorporates changes resulting from [2019] FWCFB 5409	4.4, 4.5, Schedule A
	Incorporates changes resulting from [2019] FWCFB 5409 , PR711475 .	30
	Incorporates changes resulting from [2019] FWCFB 6572 , PR713079 .	29.2 (deleted)
	Incorporates changes resulting from [2019] FWCFB 7854 and [2019] FWCFB 8398	4.6
	Incorporating changes resulting from [2019] FWCFB 8491 , PR715201	Schedule E
	Administrative change made by Modern Awards team to correct typographical error	14.1(a)
	Administrative changes made by Modern Awards team.	16, 17, B.2.1
	Administrative changes made by Modern Awards team to incorporate previous A clauses into the numbering of the exposure draft	6, 15 ,27

EXPOSURE DRAFT

Seagoing Industry Award 20XX

This exposure draft has been prepared by staff of the Fair Work Commission based on the *Seagoing Industry Award 2010* (the Seagoing award) as at 7 November 2016 and incorporates award updates up to 19 December 2019. This exposure draft does not seek to amend any entitlements under the Seagoing award. Instead, it has been prepared to address some of the structural issues identified in modern awards and to apply plain language drafting principles and techniques.

The review of this award in accordance with section 156 of the *Fair Work Act 2009* is being dealt with in matter [AM2014/243](#). Additionally a number of common issues are being dealt with by the Commission which may affect this award. Some transitional provisions have been deleted as a result of decisions made during the review.

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

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DRAFT

Part 1—Application and Operation of this Award

1. Title and commencement

Clause 1.4 deleted as a result of re-structure [\[2019\] FWCFB 5409](#) at [6]. Clause 1.5 deleted in accordance with [\[2019\] FWCFB 1333](#) at [35].

- 1.1 This award is the *Seagoing Industry Award 20XX*.
- 1.2 This modern award commenced operation on 1 January 2010. The terms of the award have been varied since that date.
- 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 H 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. Definitions

2.1 ~~This schedule Clause 2~~ applies to all employers to which this award applies irrespective of whether the vessel was granted a temporary licence.

2.2 In this award, unless the contrary intention appears:

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

AOV means all other vessels.

approved course of study is a Certificate of Competency, including an Endorsement, as prescribed by the *Navigation Act 2012* (Cth) or regulations made thereunder, conducted by the Australian Maritime College or an approved technical institution or academy.

cargo includes all freight carried in a ship but does not include bunker fuel and other articles carried for the vessel's use.

day means from 12 midnight to the following 12 midnight.

default fund employee means an employee who has no chosen fund within the meaning of the *Superannuation Guarantee (Administration) Act 1992* (Cth).

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

employee means national system employee within the meaning of the [Act](#).

employer means national system employer within the meaning of the [Act](#).

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

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

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.

research vessel means fisheries research vessels and vessels used by the CSIRO, universities and similar institutions or governments for oceanographic research and which may carry non-maritime personnel engaged in research related activities including from time to time activities normally performed by maritime personnel.

seafarer means a seaman as defined in section 14 of the *Navigation Act 2012* (Cth) or the master of a ship.

The definition of 'seagoing industry' is being considered in matter AM2016/5, see [draft determination](#). Comments are due by 31 January 2020.

seagoing industry has the meaning given in clause 4.3.

standard rate means the aggregate annual salary for the Integrated rating classification for dry cargo vessels of up to 19 000 tonnes (AOV) in clause 14.1(a) divided by 52.

swing cycle work means a cycle made up of working and non-working days.

trappings means articles of equipment or dress, especially of an ornamental character, such as hats, epaulettes and lanyards and other than required uniforms and protective clothing.

temporary licence means a temporary licence granted under the *Coastal Trading (Revitalising Australian Shipping) Act 2012* (Cth).

vessel means any kind of vessel used in navigation other than air navigation.

3. The National Employment Standards and this award

- 3.1 The [National Employment Standards](#) (NES) and this award contain the minimum conditions of employment for employees covered by this award.
- 3.2 Where this award refers to a condition of employment provided for in the [NES](#), the [NES](#) definition applies.
- 3.3 The employer must ensure that copies of the 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.

4. Coverage

Clause 4 is being considered in matter AM2016/5, see [draft determination](#). Comments are due by 31 January 2020.

Clauses 4.3 and 4.4 amended in accordance with [\[2019\] FWCFB 5409](#) at [6] and [118].

Clause 4.5 amended in accordance with [\[2019\] FWCFB 7854](#) at [7] and [\[2019\] FWCFB 8398](#) at [8]

- 4.1** This industry award covers employers which are engaged in the seagoing industry and their employees in the classification listed in clause 14—Classifications and minimum rates and clause A.1.1—Classifications and minimum rates

Clause A.1.1 – alleged NES inconsistency is being considered in matter AM2014/243, see [\[2018\] FWCFB 129](#) and attached draft determination.

- 4.2** Classifications and minimum rates to the exclusion of any modern award.
- 4.3** For the purposes of clause 4.1, **seagoing industry** means the operation of vessels trading as cargo vessels, passenger vessels or operated as research vessels which, in the course of such trade or operation, proceed to sea (on voyages outside the limits of bays, harbours or rivers).
- 4.4** This award covers any employer which supplies labour on an on-hire basis in the seagoing industry ~~set out in clauses 4.1 and 4.2~~ 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—Clause~~ 4.4 operates subject to the exclusions from coverage in this award.
- 4.5** This award covers employers which provide group training services for trainees engaged in the seagoing industry and/or parts of that industry ~~set out at clauses 4.1 and 4.2~~ and those trainees engaged by a group training service hosted by a company to perform work at a location where the activities described herein are being performed. ~~This subclause—Clause~~ 4.5 operates subject to the exclusions from coverage in this award.
- 4.6** This award does not cover:
- (a) 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;
 - (b) 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;
 - (c) an employee excluded from award coverage by the [Act](#);
 - (d) employers covered by the following awards:
 - (i) the *Coal Export Terminals Award 20XX*;
 - (ii) the *Dredging Industry Award 20XX*;

- (iii) the *Marine Towing Award 20XX*;
 - (iv) the *Maritime Offshore Oil and Gas Award 20XX*;
 - (v) the *Port Authorities Award 20XX*;
 - (vi) the *Ports, Harbours and Enclosed Water Vessels Award 20XX*;
 - (vii) the *Stevedoring Industry Award 20XX*; or
- (e) maintenance contractors covered by the *Manufacturing and Associated Industries and Occupations Award 20XX*.

4.7 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.

5. Individual flexibility arrangements

5.1 Despite anything else in this award, an employer and an individual employee may agree to vary the application of the terms of this award relating to any of the following in order to meet the genuine needs of both the employee and the employer:

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

5.2 An agreement must be one that is genuinely made by the employer and the individual employee without coercion or duress.

5.3 An agreement may only be made after the individual employee has commenced employment with the employer.

5.4 An employer who wishes to initiate the making of an agreement must:

- (a) give the employee a written proposal; and
- (b) if the employer is aware that the employee has, or reasonably should be aware that the employee may have, limited understanding of written English, take reasonable steps (including providing a translation in an appropriate language) to ensure that the employee understands the proposal.

5.5 An agreement must result in the employee being better off overall at the time the agreement is made than if the agreement had not been made.

- 5.6** An agreement must do all of the following:
- (a) state the names of the employer and the employee; and
 - (b) identify the award term, or award terms, the application of which is to be varied; and
 - (c) set out how the application of the award term, or each award term, is varied; and
 - (d) set out how the agreement results in the employee being better off overall at the time the agreement is made than if the agreement had not been made; and
 - (e) state the date the agreement is to start.
- 5.7** An agreement must be:
- (a) in writing; and
 - (b) signed by the employer and the employee and, if the employee is under 18 years of age, by the employee’s parent or guardian.
- 5.8** Except as provided in clause 5.7(b), an agreement must not require the approval or consent of a person other than the employer and the employee.
- 5.9** The employer must keep the agreement as a time and wages record and give a copy to the employee.
- 5.10** The employer and the employee must genuinely agree, without duress or coercion to any variation of an award provided for by an agreement.
- 5.11** An agreement may be terminated:
- (a) at any time, by written agreement between the employer and the employee; or
 - (b) by the employer or employee giving 13 weeks’ written notice to the other party (reduced to 4 weeks if the agreement was entered into before the first full pay period starting on or after 4 December 2013).
- NOTE: If an employer and employee agree to an arrangement that purports to be an individual flexibility arrangement under this award term and the arrangement does not meet a requirement set out in section 144 then the employee or the employer may terminate the arrangement by giving written notice of not more than 28 days (see section 145 of the [Act](#)).
- 5.12** An agreement terminated as mentioned in clause 5.11(b) ceases to have effect at the end of the period of notice required under that clause.
- 5.13** The right to make an agreement under clause 5 is additional to, and does not affect, any other term of this award that provides for an agreement between an employer and an individual employee.

6. Requests for flexible working arrangements

6.1 Employee may request change in working arrangements

Clause 6 applies where an employee has made a request for a change in working arrangements under section 65 of the [Act](#).

NOTE 1: Section 65 of the [Act](#) provides for certain employees to request a change in their working arrangements because of their circumstances, as set out in section 65(1A). Clause 6 supplements or deals with matters incidental to the [NES](#) provisions.

NOTE 2: An employer may only refuse a section 65 request for a change in working arrangements on ‘reasonable business grounds’ (see section 65(5) and (5A)).

NOTE 3: Clause 6 is an addition to section 65.

6.2 Responding to the request

Before responding to a request made under section 65, the employer must discuss the request with the employee and genuinely try to reach agreement on a change in working arrangements that will reasonably accommodate the employee’s circumstances having regard to:

- (a) the needs of the employee arising from their circumstances;
- (b) the consequences for the employee if changes in working arrangements are not made; and
- (c) any reasonable business grounds for refusing the request.

NOTE 1: The employer must give the employee a written response to an employee’s section 65 request within 21 days, stating whether the employer grants or refuses the request (section 65(4)).

NOTE 2: If the employer refuses the request, then the written response must include details of the reasons for the refusal (section 65(6)).

6.3 What the written response must include if the employer refuses the request

- (a) Clause 6.3 applies if the employer refuses the request and has not reached an agreement with the employee under clause 6.2.
- (b) The written response under section 65(4) must include details of the reasons for the refusal, including the business ground or grounds for the refusal and how the ground or grounds apply.
- (c) If the employer and employee could not agree on a change in working arrangements under clause 6.2, then the written response under section 65(4) must:
 - (i) state whether or not there are any changes in working arrangements that the employer can offer the employee so as to better accommodate the employee’s circumstances; and

- (ii) if the employer can offer the employee such changes in working arrangements, set out those changes in working arrangements.

6.4 What the written response must include if a different change in working arrangements is agreed

If the employer and the employee reached an agreement under clause 6.2 on a change in working arrangements that differs from that initially requested by the employee, then the employer must provide the employee with a written response to their request setting out the agreed change(s) in working arrangements.

6.5 Dispute resolution

Disputes about whether the employer has discussed the request with the employee and responded to the request in the way required by clause 6, can be dealt with under clause 28—Dispute resolution.

7. Facilitative provisions

7.1 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 an employer and the majority of employees in the enterprise or part of the enterprise concerned.

7.2 Facilitative provisions in this award are contained in the following clauses:

Clause	Provision	Agreement between an employer and:
A.4.2(e)	Public holidays substitute days (Vessels Granted a Temporary Licence only)	An employee
20.2	Annual leave in advance	An individual
20.3	Cashing out of annual leave	An individual
A.4.2(c)	<u>Public holidays substitute days (Vessels Granted a Temporary Licence only)</u>	<u>An employee</u>

8. Effect of Temporary Licences

Items 3, 4, 17 and 18 of the [revised Submission Summary](#) relating to clause 8 and Schedule A) remain outstanding. See [MIAL submission - 14/4/16](#), [MIAL submission – 3/10/16](#), [AIG submission – 5/5/16](#). See also conference transcript of [4 August 2016](#) at PNs 612-644.

Parties are asked to confirm if this claim is pressed. This may be addressed in the Tranche 3 submission process.

Administrative change made by Modern Awards team to clause 8.3.

8.1 A **temporary licence** is a temporary licence granted under the *Coastal Trading (Revitalising Australian Shipping) Act 2012* (Cth).

- 8.2** The provisions contained within Schedule A—Vessels Granted a Temporary Licence, apply exclusively to vessels granted a temporary licence.
- 8.3** The following parts of this award do not apply to vessels granted a temporary licence:
- (a) Part 2—Types of Employment;
 - (b) Part 3—Hours of Work;
 - (c) Part 4—Wages and Allowances;
 - (d) Part 5—Leave and Public Holidays ; and
 - ~~(e)~~ ~~—National Training Wage ; and~~
 - ~~(f)~~(e) Schedule E—Part-day Public Holidays.

Part 2—Types of Employment

9. Types of employment

9.1 Employees under this award will be employed in one of the following categories:

- (a) full-time employment; or
- (b) relief employment.

9.2 At the time of engagement an employer will inform each employee of the terms of their engagement and, in particular, whether they are to be a full-time or relief employee.

10. Full-time employees

A full-time employee is engaged to work at least 38 ordinary hours per week, plus reasonable additional hours.

11. Relief employees

11.1 A relief employee is specifically engaged as a relief employee.

11.2 A relief employee receives, on a pro rata basis, equivalent pay and conditions to those of full-time employees.

Part 3—Hours of Work

12. Ordinary hours of work and rostering

12.1 ~~This~~ Clause 12 provides industry specific detail and supplements the [NES](#) provisions which deal with maximum weekly hours.

12.2 For the purposes of the [NES](#) an employee's weekly hours may be averaged over a period of up to 52 weeks.

12.3 The ordinary hours for operational and maintenance work will be ~~eight~~ 8 hours per day each day of the week. Employees may be required to work in excess of the ordinary hours to meet the requirements of the vessel.

12.4 In port, cargo duties or gear turns will be worked in shifts of not more than 12 hours' duration, except where it is impractical due to crew shortages.

12.5 Minimum hours of rest

(a) For the purpose of clause 8.5, **seafarer** means a seaman as defined in section 14 of the *Navigation Act 2012* (Cth) or the master of a ship.

(b) An employer shall comply with the requirements of Marine Order 28 that states that unless AMSA has granted an exemption under section 6 or emergency or drill or other overriding operational conditions as defined in section 13 exist:

(i) The minimum hours of rest for a seafarer must be:

- 10 hours in any 24 hours; and
- 77 hours in any 7 days.

(ii) The minimum hours of rest may be divided into ~~two~~ 2 periods, of which one period must be at least 6 hours.

(iii) The interval between consecutive periods of rest must not exceed 14 hours.

(c) **Joining a vessel overseas**

An employee required to travel overseas to join a vessel will be provided with adequate rest before commencing duties.

12.6 Swing cycle

(a) **Swing cycle work** (or work cycle) means a cycle made up of working and non-working days.

(b) Notwithstanding any other provision of this award, employees who go to sea may be engaged to work on a swing cycle.

13. Breaks

13.1 Meal breaks will be one hour and uninterrupted where practical.

13.2 Employees may be required to shorten their meal breaks to meet the operational requirements of the vessel.

13.3 No employee will be required to work for more than ~~six~~6 hours without being allowed a break for a meal.

13.4 Meal breaks will be provided to employees, other than catering employees, during the following span of hours:

Meal break	Span of meal break
Breakfast	7.00 am – 9.00 am
Lunch	12.00 pm – 2.00 pm
Dinner	5.00 pm – 7.00 pm

13.5 Meal breaks may only be shortened or altered where the Master or another officer deems it necessary to meet the operational requirements of the vessel.

13.6 Catering employees will take their meal breaks within the spread of hours in clause 13.4 where practical.

Part 4—Wages and Allowances

14. Classifications and minimum rates

Monetary amounts adjusted as a result of AWR 2019—changes not tracked.

Clause 14.4 amended in accordance with [\[2019\] FWCFB 5409](#) at [6]

Item 11 of the [revised Submission Summary](#) relating to an additional classification was referred to the Full Bench in matter [AM2016/5](#), see [\[2017\] FWCFB 3433](#) at [310]. See also [draft determination](#) issued on 30 June 2017.

A determination relating to classification items will be issued in its final form in due course.

14.1 An employee under this award, except as otherwise stated, will be paid at the rate of the aggregate annual salary prescribed in accordance with ~~this~~clause 14 appropriate to that employee’s classification. For the purposes of the following tables, **18** means vessels manned at 18 or below.

(a) Dry cargo vessels of up to 19,000 tonnes (D.C. Cat 1)

Classification	Manning	Minimum salary <u>(full-time employee)</u>	Aggregate overtime component	Aggregate annual salary
		\$	\$	\$
Master	18	73,948	27,984	101,932
Master	AOV	72,179	27,313	99,492

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Chief engineer	18	72,734	27,524	100,258
Chief engineer	AOV	71,001	26,868	97,869
First mate/First engineer	18	63,026	23,851	86,877
First mate/First engineer	AOV	61,579	23,302	84,881
Second mate/Second engineer	18	58,305	22,064	80,369
Second mate/Second engineer	AOV	56,998	21,569	78,567
Third mate/Third engineer	18	55,879	21,145	77,024
Third mate/Third engineer	AOV	54,642	20,677	75,319
Chief integrated rating/Chief cook/Chief steward	18	52,847	19,998	72,845
Chief integrated rating/Chief cook/Chief steward	AOV	51,696	19,561	71,257
Second cook	AOV	48,283	18,271	66,554
Integrated rating/Assistant steward/Catering attendant	18	48,128	18,212	66,340
Integrated rating/Assistant steward/Catering attendant	AOV	47,106	17,823	64,929*

* Standard rate = aggregate annual salary for an integrating-Integrated rating rate (AOV)-rate/52

(b) Dry cargo vessels of between 19,000 and 39,000 tonnes (D.C. Cat 2)

Classification	Manning	Minimum salary (full-time employee)	Aggregate overtime component	Aggregate annual salary
		\$	\$	\$
Master	18	76,223	28,843	105,066
	AOV	74,389	28,147	102,536
Chief engineer	18	74,963	28,368	103,331
	AOV	73,167	27,686	100,853
First mate/First engineer	18	64,891	24,556	89,447
	AOV	63,385	23,988	87,373
Second mate/Second engineer	18	59,855	22,651	82,506
	AOV	58,635	22,186	80,821

Classification	Manning	Minimum salary <u>(full-time employee)</u>	Aggregate overtime component	Aggregate annual salary
		\$	\$	\$
Third mate/Third engineer	18	57,472	21,748	79,220
	AOV	56,189	21,263	77,452
Chief integrated rating/Chief cook/Chief steward	18	53,696	20,320	74,016
	AOV	52,523	19,876	72,399
Second cook	AOV	48,997	18,542	67,539
Integrated rating/Assistant steward/Catering attendant	18	48,819	18,472	67,291
	AOV	47,776	18,080	65,856

(c) **Dry cargo vessels over 39,000 tonnes (D.C. Cat 3)**

Classification	Manning	Minimum salary <u>(full-time employee)</u>	Aggregate overtime component	Aggregate annual salary
		\$	\$	\$
Master	18	78,896	29,855	108,751
	AOV	76,988	29,131	106,119
Chief engineer	18	77,585	29,359	106,944
	AOV	75,714	28,653	104,367
First mate/First engineer	18	67,084	25,384	92,468
	AOV	65,517	24,793	90,310
Second mate/Second engineer	18	61,835	23,399	85,234
	AOV	60,422	22,865	83,287
Third mate/Third engineer	18	58,688	22,209	80,897
	AOV	57,371	21,710	79,081
Chief integrated rating/Chief cook/Chief steward	18	54,094	20,470	74,564
	AOV	52,908	20,021	72,929
Second cook	AOV	49,891	18,881	68,772
Integrated rating/Assistant steward/Catering	18	49,033	18,553	67,586
	AOV	47,979	18,156	66,135

Classification	Manning	Minimum salary <u>(full-time employee)</u>	Aggregate overtime component	Aggregate annual salary
		\$	\$	\$
attendant				

(d) Crude tankers

Classification	Manning	Minimum salary <u>(full-time employee)</u>	Aggregate overtime component	Aggregate annual salary
		\$	\$	\$
Master	18	89,412	33,834	123,246
	AOV	86,483	32,726	119,209
Chief engineer	18	87,893	33,259	121,152
	AOV	85,021	32,173	117,194
First mate/First engineer	18	74,948	28,361	103,309
	AOV	72,578	27,463	100,041
Second mate/Second engineer	18	69,617	26,344	95,961
	AOV	67,452	25,523	92,975
Third mate/Third engineer	18	65,050	24,615	89,665
	AOV	63,058	23,861	86,919
Chief integrated rating/Chief cook/Chief steward	18	58,331	22,071	80,402
	AOV	56,603	21,419	78,022
Second cook	AOV	52,940	20,031	72,971
Integrated rating/Assistant steward/Catering attendant	18	52,239	19,768	72,007
	AOV	50,276	19,026	69,302

(e) Other (product) tankers

Classification	Manning	Minimum salary <u>(full-time employee)</u>	Aggregate overtime component	Aggregate annual salary
		\$	\$	\$
Master	18	92,899	35,153	128,052
	AOV	89,107	33,719	122,826

Classification	Manning	Minimum salary <u>(full-time employee)</u>	Aggregate overtime component	Aggregate annual salary
		\$	\$	\$
Chief engineer	18	91,307	34,549	125,856
	AOV	87,589	33,144	120,733
First mate/First engineer	18	76,975	29,127	106,102
	AOV	73,942	27,981	101,923
Second mate/Second engineer	18	71,400	27,018	98,418
	AOV	68,630	25,970	94,600
Third mate/Third engineer	18	67,419	25,513	92,932
	AOV	64,840	24,536	89,376
Chief integrated rating/Chief cook/Chief steward	18	60,249	22,799	83,048
	AOV	58,151	22,003	80,154
Second cook	AOV	54,359	20,569	74,928
Integrated rating/Assistant steward/Catering attendant	18	54,815	20,743	75,558
	AOV	52,841	19,994	72,835

(f) Gas carriers

Classification	Manning	Minimum salary <u>(full-time employee)</u>	Aggregate overtime component	Aggregate annual salary
		\$	\$	\$
Master	18	90,807	34,361	125,168
	AOV	89,697	33,940	123,637
Chief engineer	18	90,414	34,211	124,625
	AOV	88,170	33,364	121,534
First mate/First engineer	18	76,246	28,852	105,098
	AOV	74,412	28,158	102,570
Second mate/Second engineer	18	70,738	26,769	97,507
	AOV	69,063	26,133	95,196
Third mate/Third engineer	18	67,979	25,724	93,703
	AOV	66,388	25,122	91,510

Classification	Manning	Minimum salary <u>(full-time employee)</u>	Aggregate overtime component	Aggregate annual salary
		\$	\$	\$
Chief integrated rating/Chief cook/Chief steward	18	62,075	23,490	85,565
	AOV	60,654	22,951	83,605
Second cook	AOV	57,734	21,848	79,582
Integrated rating/Assistant steward/Catering attendant	18	56,700	21,456	78,156
	AOV	55,439	20,981	76,420

(g) **Research vessels**

Classification	Minimum salary <u>(full-time employee)</u>	Aggregate overtime component	Aggregate annual salary
	\$	\$	\$
Master	68,610	24,109	92,719
Chief engineer	67,374	23,672	91,046
First mate/First engineer	57,390	20,163	77,553
Second mate/Second engineer/ Electrical engineer	52,504	18,448	70,952
Third mate/Third engineer	50,353	17,692	68,045
Bosun/Chief steward/Chief cook/Chief integrated rating	48,115	16,812	64,927
Integrated rating/ AB/Greaser/Second cook	44,370	15,589	59,959

14.2 The training, qualifications, roles and responsibilities of the classification of employees included in the tables above are incorporated in Australian Marine Orders 70–73, the *Navigation Act 2012* (Cth) and other relevant State Flag requirements.

14.3 The annual salaries have been fixed on an aggregate basis taking into account all aspects and conditions of employment. The aggregate salaries are based on work for 10 hours per day (70 hours per week) for 27 weeks per year over ~~seven~~7 days a week with:

- (a) ~~eight~~8 hours per day at the minimum hourly rate;
- (b) ~~two~~2 hours per day at **200%** of the minimum hourly rate; and

- (c) the balance of hours above 38 ordinary hours per week (56 hours less 38 ordinary hours) at **200%** of the minimum hourly rate.

14.4 National training wage

- (a) Schedule E to the [Miscellaneous Award 20XX10](#) sets out minimum wage rates and conditions for employees undertaking traineeships.
- (b) This award incorporates the terms of Schedule E to the [Miscellaneous Award 20XX10](#) as at 1 July ~~2019-2018~~. Provided that any reference to “this award” in Schedule E to the [Miscellaneous Award 20XX10](#) is to be read as referring to the *Seagoing Industry Award 20XX10* and not the [Miscellaneous Award 20XX10](#).

15. Payment of wages

Frequency of payment of wages is being considered in matter [AM2016/8](#).

NOTE: Regulations 3.33(3) and 3.46(1)(g) of *Fair Work Regulations 2009* set out the requirements for pay records and the content of payslips including the requirement to separately identify any allowance paid.

15.1 The employer will pay the employee’s wages, penalties and allowances at a frequency of not longer than monthly by electronic funds transfer into the employee’s nominated bank or other recognised financial institution account.

15.2 An employer may deduct from any amount required to be paid to an employee under ~~this~~-clause_15 the amount of any overpayment of wages or allowances.

15.3 Salaries will be calculated in the following way:

- (a) the monthly rate—by dividing the annual rate by 12;
- (b) the fortnightly rate—by dividing the annual rate by 26; and
- (c) the daily rate for fortnightly paid employees—by dividing the fortnightly rate by 14.

15.4 Withholding of wages

- (a) An employee will not be entitled to payment of any wages or salary or any other allowance or payment for any period during which a refusal or failure to work as required continues.
- (b) The non-entitlement will be at the hourly rate of each hour or part of an hour that the employee refuses or fails to work.
- (a) The hourly rate for the purposes of ~~this~~-clause_15.4 will be 1/24th of the appropriate daily rate.

15.5 Payment on termination of employment

- (a) The employer must pay an employee no later than 7 days after the day on which the employee’s employment terminates:

- (i) the employee’s wages under this award for any complete or incomplete pay period up to the end of the day of termination; and
 - (ii) all other amounts that are due to the employee under this award and the [NES](#).
- (b) The requirement to pay wages and other amounts under ~~paragraph (a) clause 15.5(a)~~ is subject to further order of the Commission and the employer making deductions authorised by this award or the [Act](#).

NOTE 1: Section 117(2) of the [Act](#) provides that an employer must not terminate an employee’s employment unless the employer has given the employee the required minimum period of notice or “has paid” to the employee payment instead of giving notice.

NOTE 2: ~~Paragraph (b) Clause 15.5(b)~~ allows the Commission to make an order delaying the requirement to make a payment under ~~this clause 15.5~~. For example, the Commission could make an order delaying the requirement to pay redundancy pay if an employer makes an application under section 120 of the [Act](#) for the Commission to reduce the amount of redundancy pay an employee is entitled to under the [NES](#).

NOTE 3: State and Territory long service leave laws or long service leave entitlements under section 113 of the [Act](#), may require an employer to pay an employee for accrued long service leave on the day on which the employee’s employment terminates or shortly after.

16. Allowances—wage-related

Note inserted in accordance with [\[2015\] FWCFB 4658](#) at [57].

Administrative changes made by Modern Awards team to clause 16.

NOTE: Regulations 3.33(3) and 3.46(1)(g) of Fair Work Regulations 2009 set out the requirements for pay records and the content of payslips including the requirement to separately identify any allowance paid.

16.1 Employers must pay to an employee the allowances the employee is entitled to under ~~this clause 16~~.

NOTE: See Schedule B—Summary of Monetary Allowances for a summary of monetary allowances and method of adjustment.

~~16.1~~**16.2 Tanker allowance**

- (a) An employee will receive a tanker allowance of **\$10.36** for each day of duty on a tanker.
- (b) This payment includes a travelling allowance and is instead of any other such allowance.

16.216.3 Handling/securing cargo allowances

An employee who is required to perform manual work involving handling cargo in port (handling), or work consisting of the securing or lashing of cargo (securing or lashing), will be paid an allowance under ~~this~~ clause 16.3.

(a) Handling/securing cargo between 7.00 am and 5.00 pm on Monday to Friday

Unless watches are being kept and work is done outside an employee's watch on duty:

- (i) handling cargo—\$14.61 per hour; or
- (ii) securing or lashing cargo—\$5.12 per hour,

(b) At any other time Monday to Friday; or where watches are being kept and work is outside an employees' watch on duty; or on Saturdays, Sundays or public holidays (except where work is performed in the circumstances outlined in clause 16.3(c)):

- (i) handling cargo—\$18.60 per hour; or
- (ii) securing or lashing cargo—\$5.99 per hour,

(c) Handling/securing cargo between 11.00 pm and 7.00 am

The allowances in clauses 16.3(d) and 16.3(e)(i) are payable:

- (i) for work performed after 11.00 pm on any day where the work has already extended for at least ~~four~~ 4 hours at 11.00 pm;
- (ii) where the work has extended for ~~four~~ 4 hours ending at any time between 11.00 pm and 7.00 am or the commencement of ordinary duty on the following day; or
- (iii) for work after 11.00 pm where watches are being kept and ~~four~~ 4 hours' work has already been performed off watch after 11.00 pm.

(d) Handling/securing cargo between 11.00 pm and 7.00 am

In the circumstances of clause 16.3(c):

- (i) handling cargo—\$23.35 per hour; or
- (ii) securing or lashing cargo—\$7.12 per hour.

(e) Handling/securing cargo—mail, passengers' luggage or motor cars

For work where the cargo is mail, passengers' luggage or passengers' motor cars, the following allowances are payable:

- (i) in circumstances outline in clause 16.3(c):

	\$ per hour
Handling	19.23
Securing or lashing	6.12

(ii) at any other time:

	\$ per hour
Handling	14.61
Securing or lashing	5.12

16.316.4 ~~Disturbance of sleep allowance~~

- (a) When the rest of an employee sleeping onboard a vessel is seriously disturbed by noise from cargo operations between the hours of 11.00 pm and 6.00 am, or during an ~~eight-8~~ hour rest period, the employee will be paid an allowance of \$23.35 per night or rest period affected.
- (b) In determining the applicability of this allowance, the Master or officer in charge will carefully assess the merits of each claim.

16.416.5 ~~Vessels wrecked or stranded allowance~~

If a vessel becomes wrecked or stranded in the course of a voyage and an employee is called upon for special efforts while the vessel is still wrecked or stranded, the employee will, for the time during which the employee so assists, be paid at the rate of \$16.23 per hour in addition to any other entitlement under this award.

~~See Schedule B—Summary of Monetary Allowances for a summary of monetary allowances~~

17. Allowances—expense-related

Monetary amounts adjusted as a result of AWR 2018.
Note inserted in accordance with [2015] FWCFB 4658 at [57].
Administrative changes made by Modern Awards team to clause 17.

~~NOTE: Regulations 3.33(3) and 3.46(1)(g) of Fair Work Regulations 2009 set out the requirements for pay records and the content of payslips including the requirement to separately identify any allowance paid.~~

17.1 ~~Employers must pay to an employee the allowances the employee is entitled to under this clause 17.~~

NOTE: See Schedule B—Summary of Monetary Allowances for a summary of monetary allowances and method of adjustment.

17.117.2 Study allowance

- (a) An **approved course of study** is a Certificate of Competency, including an Endorsement, as prescribed by the *Navigation Act 2012* (Cth) or regulations made thereunder, conducted by the Australian Maritime College or an approved technical institution or academy.

(b) **Eligibility**

This allowance will apply to:

- (i) a Deck officer who goes ashore to study and sit for an approved course of study qualifying the employee as a First mate (Chief deck officer) or Master of a ship; and
- (ii) a Marine engineer, Marine electrician or Electrical engineer who goes ashore to study and sit for an approved course of marine engineering study.

(c) **Conditions for accessing entitlement**

The entitlements prescribed in clause 17.2(d) will only be payable by the employer if the following conditions are met:

- (i) an application has been made by the employee in writing and has been approved in writing by the employer;
- (ii) the employee has been employed by the employer for the 12 months prior to commencing the period of study;
- (iii) if the employer desires, the employee will enter into a written undertaking that the employee will remain in the employer's employment for a period of at least 12 months after sitting for the certificate in question;
- (iv) the entitlement will be confined to the first attempt to obtain the certificate in question; and
- (v) the employee will provide the employer with reasonable proof of satisfactory attendance at the course of study and examination.

(d) **Entitlement**

- (i) For approved study outside period of accrued leave—**75%** of the eligible employee's salary or wages for the authorised period of study.
- (ii) For approved study during period of accrued leave—a period of additional leave (immediately following the sitting for each certificate), equal to **75%** of the authorised period of study.
- (iii) An employer and an employee may agree to grant the additional leave under clause 17.2(d)(ii) as payment instead of leave.
- (iv) Where an application by an employee to undertake an approved course of study has been approved by the employer, and the employee is

subsequently retrenched, the employee will be entitled to payment in accordance with clause 17.2(d)(i). For these purposes, the employee's salary rate will be the rate applicable at the date of termination.

(e) Living away from home

When it is necessary for an employee to take up temporary residence away from their home port to undertake the approved study, the employee will be entitled to the following living away from home allowance during the authorised period of study:

- (i) **\$123.48** per week; or
- (ii) **\$174.12** per week (if the employee has a spouse or de facto partner and/or dependent children).

(f) Authorised period of study

The authorised period of study for eligible employees under ~~this~~ clause 17.2(f) will consist of:

- (i) the period of their attendance at the course of study for each certificate;
- (ii) the prescribed examination times; and
- (iii) vacation times or holidays of not more than ~~seven~~7 consecutive days (including Saturdays, Sundays and public holidays).

17.217.3 Meal and accommodation allowance

(a) An employee will be entitled to the relevant meal or accommodation allowance set out in clause 17.3(d), in the following circumstances:

- (i) an employee in a vessel is required by the employer to take a meal ashore and/or be accommodated ashore at a port other than at the employee's home port; or
- (ii) subject to clause 17.3(c) an employee is directly travelling to their home port at the employer's expense pursuant to clause 17.3(a) or any applicable legislation; or
- (iii) an employee is undertaking travel in accordance with clause 17.4.

(b) Employees in their home port

Employees in a vessel in their home port will only be entitled to the accommodation allowance set out in clause 17.3(d) when:

- (i) their usual place of residence is not actually located in their home port;
- (ii) accommodation is not provided; and
- (iii) they produce evidence to the reasonable satisfaction of the employer that they properly incurred the particular expenditure.

(c) Meals while travelling by air

An employee will only be entitled to payment of the respective meal allowance set out in clause 17.3(d) when:

- (i) the employee is travelling at the employer’s expense in accordance with clause 17.3(a); and
- (ii) an in-flight airline meal is not available to the employee whilst travelling during breakfast hours (7.00 am to 9.00 am) and/or lunch hours (12.00 pm to 2.00 pm) and/or dinner hours (5.00 pm to 7.00 pm).

(d) Entitlement

- (i) An employee’s entitlement under clause 17.3 will be as follows:

Daily rates	\$
Breakfast	21.60
Lunch	26.06
Dinner	43.17
Accommodation	145.93
Accommodation and meals	236.76
Weekly rates	\$
Meals	454.28
Accommodation	729.73

- (ii) ~~This e~~Clause 17.3(d) will not apply where the employer provides meals and accommodation.

17.317.4 Travel expenses

Subject to the employee producing evidence to the reasonable satisfaction of the employer that expenditure claimed was properly incurred by the employee, the employer will reimburse the reasonable travel expenses of an employee when the employee is travelling:

- (a) as required by and for the purposes of the employer; or
- (b) to and/or from the employee’s home port in the following circumstances:
 - (i) incidentally to the taking of leave as required by the employer;
 - (ii) pursuant to the application of the *Navigation Act 2012* (Cth);
 - (iii) when the employee’s employment is terminated by the employer, except where the employee is dismissed for misconduct and the dismissal is not subsequently overturned; or
 - (iv) when the employee terminates their employment at the same time that articles of agreement expire through the passing of time at any port other than at the employee’s home port.

- (c) Clause 17.4 will not apply where the employer provides free travel.

17.417.5 Personal effects allowance

An employee who sustains damage or loss of their personal effects or equipment due to fire, explosion, foundering, shipwreck, collision or stranding, will be compensated by the employer for the damage or loss by a payment equivalent to the value thereof, not exceeding \$4410.00.

17.517.6 Conveyance

- (a) Where a vessel lies at anchorage or at any buoy within port limits and is not duly treated as being at sea while there, the employer will reimburse the employee the cost of conveyance between the vessel and a safe landing place.
- (b) Clause 17.6(a) will not apply where the employer provides the conveyance or the Master considers it unreasonable in the circumstances at the time.

17.617.7 Medical expenses

An employee who undergoes a medical examination by a medical inspector of seamen, at the requirement of the employer, or pursuant to requirements under the *Navigation Act 2012* (Cth) and relevant Marine Orders, will be reimbursed the cost of the applicable fees by the employer.

17.717.8 Passports/travel document expenses

The employer will reimburse an employee for all reasonable charges, fees and expenses incurred by an employee who is required by the employer to have and maintain:

- (a) a valid passport;
- (b) any necessary visas; and
- (c) any necessary vaccinations.

17.817.9 Reimbursement of expenses

Upon production of evidence to the reasonable satisfaction of the employer that the expenditure claimed was properly incurred by the employee, the employer will reimburse an employee any expenses reasonably incurred by the employee in the performance of their duties and on behalf of the employer, including:

- (a) expenses in respect of fees incurred by a Master or Deck officer in obtaining or renewing a pilotage exemption certificate in the course of their service with the employer;
- (b) expenses associated with enquiries as to casualties or as to the conduct of employees and to proceedings for any alleged breach of any maritime or port or other regulations; and
- (c) reimbursement of reasonable legal costs incurred or fines imposed by a competent tribunal under any applicable environmental legislation provided

that the expenses incurred were not due to, or arising from, the employee's personal default or misconduct.

17.917.10 Industrial clothing

(a) Uniforms

If the employer requires an employee to wear a uniform, the employer must reimburse the employee for two-thirds of the cost of purchasing the clothing.

(b) Trappings

If an employer requires an employee to purchase any trappings, the employer must reimburse the employee for the full cost of purchasing the items. Any trappings will remain the property of the employer.

(c) Safety shoes and protective clothing

If an employer requires an employee to purchase any safety shoes and protective clothing (including overalls), the employer must reimburse the employee for the full cost of purchasing such items. Any such clothing will remain the property of the employer.

(d) Clause 17.10 will not apply where the industrial clothing is supplied to the employee wholly at the employer's expense.

~~See Schedule B—Summary of Monetary Allowances for a summary of monetary allowances~~

18. Superannuation

18.1 Superannuation contributions for defined benefit members

An employer is permitted to make superannuation contributions to a superannuation fund or scheme in relation to a default fund employee who is a defined benefit member of the fund or scheme.

Part 5—Leave and Public Holidays

19. Leave

19.1 Leave factor and entitlement to leave

(a) Subject to clause 19.1(c), for each day of duty on a vessel or a day during which the employee is involved in travelling to or from a vessel or place of work as required by the employer, an employee will accrue an entitlement to 0.926 of a day's leave without loss of pay.

(b) Where leave granted is less or more than that actually due, it will be debited or credited to the employee as less or additional leave.

(c) Leave will not accrue:

- (i) on a day when an employee is on leave;
- (ii) on a day, or that part of a day, during which an employee fails or refuses to attend for or perform work as lawfully required by the employer;
- (iii) on any day on which the employee is undertaking an approved course of study or training ashore;
- (iv) when an employee's engagement is less than one day;
- (v) on a day when an employee accepts shore-based secondment; or
- (vi) where a leave ratio higher than that contained in clause 19.1(a) operates, in order to give effect to an employee's leave entitlement:
 - days of joining or leaving a vessel; and
 - days of travel to and from a vessel or required place of work despite that work is performed on any such day.

19.2 Calculation of leave entitlement

The leave entitlement in clause 19.1(a) gives effect to, amongst other things:

- (a) leave with pay for weekends and public holidays worked;
- (b) annual leave with pay of ~~five~~ 5 weeks per year;
- (c) personal/carer's leave;
- (d) compassionate leave; and
- (e) a 35 hour working week.

19.3 Taking of leave

- (a) The taking of leave will, as far as practicable, be arranged to suit the running of the vessel in which the employee is engaged.
- (b) The period of leave granted will approximate as closely as possible both to the actual amount of leave due to the employee and to the date and time when the employee can most conveniently return to duty.
- (c) Unless otherwise agreed between the employer and the employee, the leave to which an employee is entitled under ~~this~~ clause 19 will be granted by the employer and taken by the employee not later than ~~eight~~ 8 months after it has commenced to accrue.

19.4 Leave in advance: employer direction

- (a) Where an employee's leave has expired, an employer may require an employee to take up to 14 days of leave in advance. An employee will not be required to take more than 14 days of leave in advance unless:
 - (i) there has been prior consent by the employee; or

- (ii) a swing cycle agreement applying to the employee provides otherwise.
- (b) The giving and taking of leave will be arranged having regard to:
 - (i) avoidance of delays to a vessel’s schedule, the voyaging pattern of the employee’s regular vessel and urgent needs or demands of the employer’s service;
 - (ii) the need to correct imbalances in leave and duty periods;
 - (iii) the employee’s home port;
 - (iv) the need to reduce costs of travel; and
 - (v) whether the employee has a right to accumulate leave under clause 19.5.

19.5 Accumulation of leave for study

A Deck officer or Marine engineer who wishes to take leave for the purposes of an approved course of study in circumstances where the study allowance provisions in clause 17.2 do not apply (e.g. for a second or subsequent attempt at a Certificate of Competency), may accumulate and take their accrued leave in one period, at the time so desired by the employee, provided the employee has given reasonable notice of their intention to the employer.

19.6 Leave during dry docking

Whilst a vessel has ceased operation for the purpose of a survey, overhaul or docking, the employer may require an employee to proceed to their home port to take accrued leave and any leave in advance to the extent permitted by clause 19.4.

19.7 Payment of leave on termination of employment

Upon termination of employment, an employee’s leave entitlement under ~~this~~ clause 19 will be paid at the salary rate for the last position in which the employee served.

20. Annual leave

20.1 Clause 19.1 of this award gives full effect to the [NES](#) entitlements to annual leave.

NOTE: Where an employee is receiving over-award 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 sections 16 and 90 of the [Act](#)).

20.2 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 20.2 is set out at Schedule C—Agreement to Take Annual Leave in Advance. There is no requirement to use the form of agreement set out at Schedule C—Agreement to Take Annual Leave in Advance.

- (c) The employer must keep a copy of any agreement under clause 20.2 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 20.2, 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.

20.3 Cashing out of annual leave

- (a) Paid annual leave must not be cashed out except in accordance with an agreement under clause 20.3.
- (b) Each cashing out of a particular amount of paid annual leave must be the subject of a separate agreement under clause 20.3.
- (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 20.3 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 20.3 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 20.3 as an employee record.

NOTE 1: Under section 344 of the [Act](#), an employer must not exert undue influence or undue pressure on an employee to make, or not make, an agreement under clause 20.3.

NOTE 2: 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 20.3.

NOTE 3: An example of the type of agreement required by clause 20.3 is set out at Schedule D—Agreement to Cash Out Annual Leave. There is no requirement to use the form of agreement set out at Schedule D—Agreement to Cash Out Annual Leave.

21. Parental leave and related entitlements

Parental leave and related entitlements are provided for in the [NES](#).

22. Personal/carer’s leave and compassionate leave

22.1 Clause 19.1 of this award gives full effect to the [NES](#) entitlements to personal/carer’s leave and compassionate leave.

22.2 Arrangements for taking of personal leave will be governed by the *Navigation Act 2012* (Cth).

23. Community service leave

Community service leave is provided for in the [NES](#).

24. **Unpaid family and domestic violence leave**

Clause 24 inserted in accordance with [\[2019\] FWCFB 5144](#) at [13].

Unpaid family and domestic violence leave is provided for in the NES.

NOTE 1: Information concerning an employee’s experience of family and domestic violence is sensitive and if mishandled can have adverse consequences for the employee. Employers should consult with such employees regarding the handling of this information.

NOTE 2: Depending upon the circumstances, evidence that would satisfy a reasonable person of the employee’s need to take family and domestic violence leave may include a document issued by the police service, a court or family violence support service, or a statutory declaration.

25. Public holidays

25.1 Clause 19.1 of this award gives full effect to the [NES](#) entitlements to public holidays.

25.2 Part-day public holidays

For provisions in relation to part-day public holidays see Schedule E—Part-day Public Holidays

Part 6—Consultation and Dispute Resolution

This part applies to all employers to which this award applies irrespective of whether the vessel was granted a temporary licence.

26. Consultation about major workplace change

26.1 If an employer makes a definite decision to make major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the employer must:

- (a) give notice of the changes to all employees who may be affected by them and their representatives (if any); and
- (b) discuss with affected employees and their representatives (if any):
 - (i) the introduction of the changes; and
 - (ii) their likely effect on employees; and
 - (iii) measures to avoid or reduce the adverse effects of the changes on employees; and
- (c) commence discussions as soon as practicable after a definite decision has been made.

26.2 For the purposes of the discussion under clause 26.1(b), the employer must give in writing to the affected employees and their representatives (if any) all relevant information about the changes including:

- (a) their nature; and
- (b) their expected effect on employees; and
- (c) any other matters likely to affect employees.

26.3 Clause 26.2 does not require an employer to disclose any confidential information if its disclosure would be contrary to the employer's interests.

26.4 The employer must promptly consider any matters raised by the employees or their representatives about the changes in the course of the discussion under clause 26.1(b).

26.5 In clause 26 **significant effects**, on employees, includes any of the following:

- (a) termination of employment; or

- (b) major changes in the composition, operation or size of the employer's workforce or in the skills required; or
- (c) loss of, or reduction in, job or promotion opportunities; or
- (d) loss of, or reduction in, job tenure; or
- (e) alteration of hours of work; or
- (f) the need for employees to be retrained or transferred to other work or locations; or
- (g) job restructuring.

26.6 Where this award makes provision for alteration of any of the matters defined at clause 26.5, such alteration is taken not to have significant effect.

27. Consultation about changes to rosters or hours of work

27.1 Clause 27 applies if an employer proposes to change the regular roster or ordinary hours of work of an employee, other than an employee whose working hours are irregular, sporadic or unpredictable.

27.2 The employer must consult with any employees affected by the proposed change and their representatives (if any).

27.3 For the purpose of the consultation, the employer must:

- (a) provide to the employees and representatives mentioned in clause 27.2 information about the proposed change (for example, information about the nature of the change and when it is to begin); and
- (b) invite the employees to give their views about the impact of the proposed change on them (including any impact on their family or caring responsibilities) and also invite their representative (if any) to give their views about that impact.

27.4 The employer must consider any views given under clause 27.3(b).

27.5 Clause 27 is to be read in conjunction with any other provisions of this award concerning the scheduling of work or the giving of notice.

28. Dispute resolution

28.1 Clause 28 sets out the procedures to be followed if a dispute arises about a matter under this award or in relation to the [NES](#).

28.2 The parties to the dispute must first try to resolve the dispute at the workplace through discussion between the employee or employees concerned and the relevant supervisor.

28.3 If the dispute is not resolved through discussion as mentioned in clause 28.2, the parties to the dispute must then try to resolve it in a timely manner at the workplace

through discussion between the employee or employees concerned and more senior levels of management, as appropriate.

- 28.4** If the dispute is unable to be resolved at the workplace and all appropriate steps have been taken under clauses 28.2 and 28.3, a party to the dispute may refer it to the Fair Work Commission.
- 28.5** The parties may agree on the process to be followed by the Fair Work Commission in dealing with the dispute, including mediation, conciliation and consent arbitration.
- 28.6** If the dispute remains unresolved, the Fair Work Commission may use any method of dispute resolution that it is permitted by the [Act](#) to use and that it considers appropriate for resolving the dispute.
- 28.7** A party to the dispute may appoint a person, organisation or association to support and/or represent them in any discussion or process under clause 28.
- 28.8** While procedures are being followed under clause 28 in relation to a dispute:
- (a) work must continue in accordance with this award and the [Act](#); and
 - (b) an employee must not unreasonably fail to comply with any direction given by the employer about performing work, whether at the same or another workplace, that is safe and appropriate for the employee to perform.
- 28.9** Clause 28.8 is subject to any applicable work health and safety legislation.

Part 7—Termination of Employment and Redundancy

29. Termination of employment

Clause 29.2 deleted in accordance with [\[2019\] FWCFB 6572](#) at [7] and [PR713079](#).

NOTE: The [NES](#) sets out requirements for notice of termination by an employer. See sections 117 and 123 of the [Act](#).

29.1 Notice of termination by an employee

- (a) Clause 29.1 applies to all employees except those identified in sections 123(1) and 123(3) of the [Act](#).
- (b) An employee must give the employer notice of termination in accordance with **Table 1—Period of notice** of at least the period specified in column 2 according to the period of continuous service of the employee specified in column 1.

Table 1—Period of notice

Column 1 Employee’s period of continuous service with the employer at the end of the day the notice is given	Column 2 Period of notice
Not more than 1 year	1 week
More than 1 year but not more than 3 years	2 weeks
More than 3 years but not more than 5 years	3 weeks
More than 5 years	4 weeks

NOTE: The notice of termination required to be given by an employee is the same as that required of an employer except that the employee does not have to give additional notice based on the age of the employee.

- (c) In clause 29.1(b) **continuous service** has the same meaning as in section 117 of the [Act](#).
- (d) If an employee who is at least 18 years old does not give the period of notice required under clause 29.1(b), then the employer may deduct from wages due to the employee under this award an amount that is no more than one week’s wages for the employee.
- (e) If the employer has agreed to a shorter period of notice than that required under clause 29.1(b), then no deduction can be made under clause 29.1(d).
- (f) Any deduction made under clause 29.1(d) must not be unreasonable in the circumstances.

~~29.2 — Job search entitlement~~

- ~~(a) Where an employer has given notice of termination to an employee, the employee must be allowed time off without loss of pay of up to one day for the purpose of seeking other employment.~~
- ~~(b) The time off under clause 29.2 is to be taken at times that are convenient to the employee after consultation with the employer.~~

30. Redundancy

Clause 30 substituted in accordance with [\[2019\] FWCFB 5409](#) at [93] and [PR711475](#).

NOTE: Redundancy pay is provided for in the NES. See sections 119 to 123 of the Act.

30.1 Transfer to lower paid duties on redundancy

- (a) Clause 30.1 applies if, because of redundancy, an employee is transferred to new duties to which a lower ordinary rate of pay applies.
- (b) The employer may:

- (i) give the employee notice of the transfer of at least the same length as the employee would be entitled to under section 117 of the Act as if it were a notice of termination given by the employer; or
 - (ii) transfer the employee to the new duties without giving notice of transfer or before the expiry of a notice of transfer, provided that the employer pays the employee as set out in clause 30.1(c).
- (c) If the employer acts as mentioned in clause 30.1(b)(ii), the employee is entitled to a payment of an amount equal to the difference between the ordinary rate of pay of the employee (inclusive of all-purpose allowances and penalty rates applicable to ordinary hours) for the hours of work the employee would have worked in the first role, and the ordinary rate of pay (also inclusive of all-purpose allowances and penalty rates applicable to ordinary hours) of the employee in the second role for the period for which notice was not given.

30.2 Employee leaving during redundancy notice period

- (a) An employee given notice of termination in circumstances of redundancy may terminate their employment during the minimum period of notice prescribed by section 117(3) of the Act.
- (b) The employee is entitled to receive the benefits and payments they would have received under clause 30 or under sections 119 to 123 of the Act had they remained in employment until the expiry of the notice.
- (c) However, the employee is not entitled to be paid for any part of the period of notice remaining after the employee ceased to be employed.

Schedule A—Vessels Granted a Temporary Licence

Items 3, 4, 17 and 18 of the [revised Submission Summary](#) relating to clause 8 and Schedule A) remain outstanding. See [MIAL submission - 14/4/16](#), [MIAL submission – 3/10/16](#), [AIG submission – 5/5/16](#). See also conference transcript of [4 August 2016](#) at PNs 612-644.

Parties are asked to confirm if this claim is pressed. This may be addressed in the Tranche 3 submission process.

Monetary amounts adjusted as a result of AWR 2019—changes not tracked.

Schedule A amended in accordance with [\[2019\] FWCFB 5409](#) at [141] to [145].

The following provisions are to apply to vessels granted a temporary licence under the *Coastal Trading (Revitalising Australian Shipping) Act 2012* (Cth).

A.1 Minimum ~~Wages-Rates~~ and Related Matters

Clause A.1.1 – alleged NES inconsistency is being considered in matter AM2014/243, see [\[2018\] FWCFB 129](#) and attached draft determination.

A.1.1 Classifications and minimum ~~wage~~ rates

Classification	Minimum weekly rate <u>rate</u> ¹ <u>(full-time employee)</u>
	\$
Master	1,417.60
Chief engineer	1,394.30
First mate/First engineer	1,208.80
Second mate/Second engineer/Radio Officer/Electrical Engineer	1,118.90
Third mate/Third engineer	1,072.40
Chief integrated rating/Bosun/ Chief cook/Chief steward/Carpenter/ Fitter/ Repairer/Donkeyman/Electrician	1,014.70
Integrated rating/Able seaman/ Fireman/Motorman/Pumpman/ Oiler greaser/Steward	924.70
OS/Wiper/Deckboy/Catering Boy/2nd Cook/Messroom Steward	779.90*

¹ Based on 40 hour week

A.2 Allowances

A.2.1 If, by fire, explosion, foundering, shipwreck, collision or stranding, an employee should sustain damage to or loss of their personal effects or equipment, the employer will compensate them for such damage or loss by a payment equivalent to the value thereof, not exceeding **\$4410.00**.

A.2.2 The monetary amount in A.2.1 will be treated as a personal effects allowance and will be adjusted in accordance with clause B.2.

A.3 Hours of Work and Related Matters

A.3.1 Ordinary hours of work

Clause A.3.1 – alleged NES inconsistency is being considered in matter AM2014/243, see [\[2018\] FWCFB 129](#) and attached draft determination.

- (a) The ordinary hours of work will be ~~eight~~8 hours per day from Monday to Friday.
- (b) All hours worked in excess of ~~eight~~8 hours per day from Monday to Friday will be paid as overtime.
- (c) All hours worked on Saturdays, Sundays and public holidays will be paid for as overtime.

(d) Overtime

All overtime worked will be paid at **125%** of the minimum rate.

A.3.2 Rest periods

- (a) Each employee will have a minimum of 10 hours' rest in any 24 hour period and 77 hours in any ~~seven~~7 day period.
- (b) This period of 24 hours will begin at the time an employee starts work immediately after having had a period of at least 6 consecutive hours off duty.
- (c) The hours of rest may be divided into no more than ~~two~~2 periods, one of which will be at least ~~six~~6 hours in length, and the interval between consecutive periods of rest must not exceed 14 hours.

A.4 Leave and Public Holidays

A.4.1 Leave

A claim to clarify clause A.4.1 remains outstanding (see [MUA submission - 4/8/2017](#)).

Notwithstanding the [NES](#), each employee will be entitled to payment of leave of ~~eight~~8 days for each completed month of service and pro rata for any shorter period.

A.4.2 Public holidays

- (a) Public holiday entitlements are provided for in the [NES](#).
- (b) Where a public holiday falls on a Saturday or Sunday, the following working day(s) will be observed as a public holiday.
- (c) An employer and an individual employee may agree to the employee taking another day as the public holiday instead of the day provided in the [NES](#).

Schedule B—Summary of Monetary Allowances

Monetary amounts adjusted as a result of AWR 2019—changes not tracked.

Administrative changes made by Modern Awards team to clause B.2.1.

See clauses 16—Allowances—wage-related, 17—Allowances—expense-related and A.2 for full details of allowances payable

B.1 Wage-related allowances

B.1.1 The wage-related allowances in this award are based on the [standard rate](#) as defined in [Schedule H clause 2—Definitions](#) as the aggregate annual salary for the Integrated rating classification for dry cargo vessels of up to 19,000 tonnes (AOV) in clause 14.1 divided by 52 = **\$1248.63**.

Allowance	Clause	% of standard rate	\$	Payable
Tanker allowance	16.2(a)	0.83	10.36	per day
Cargo allowances—between 7.00am and 5.00pm, unless the work is done outside the employee’s watch on duty if watches are being kept—handling	16.3(a)(i)	1.17	14.61	per hour
Cargo allowances—between 7.00am and 5.00pm, unless the work is done outside the employee’s watch on duty if watches are being kept—securing or lashing	16.3(a)(ii)	0.41	5.12	per hour
Cargo allowances—at any other time, or if the work is done outside the employee’s watch on duty, if watches are being kept, or on Saturdays, Sundays or public holidays—handling	16.3(b)(i)	1.49	18.60	per hour
Cargo allowances—at any other time, or if the work is done outside the employee’s watch on duty, if watches are being kept, or on Saturdays, Sundays or public holidays—securing or lashing	16.3(b)(ii)	0.48	5.99	per hour
Cargo allowances—between 11.00pm and 7.00am if certain prescribed conditions are met—handling	16.3(d)(i)	1.87	23.35	per hour
Cargo allowances—between 11.00pm and 7.00am if certain prescribed conditions are met—securing or lashing	16.3(d)(ii)	0.57	7.12	per hour

Allowance	Clause	% of standard rate	\$	Payable
Cargo allowances—between 11.00pm and 7.00am if certain prescribed conditions are met and if the cargo is mail, passengers’ luggage or passengers’ motor cars—handling	16.3(e)(i)	1.54	19.23	per hour
Cargo allowances—between 11.00pm and 7.00am if certain prescribed conditions are met and if the cargo is mail, passengers’ luggage or passengers’ motor cars—securing or lashing	16.3(e)(i)	0.49	6.12	per hour
Cargo allowances—if the cargo is mail, passengers’ luggage or passengers’ motor cars—handling	16.3(e)(ii)	1.17	14.61	per hour
Cargo allowances—between 11.00pm and 7.00am if certain prescribed conditions are met—securing or lashing	16.3(e)(ii)	0.41	5.12	per hour
Disturbance of sleep allowance	16.4(a)	1.87	23.35	per night or rest period
Vessels wrecked or stranded allowance—special efforts	16.5	1.30	16.23	per hour

B.1.2 Adjustment of wage-related allowances

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

B.2 Expense-related allowances

B.2.1 The following expense-related allowances will be payable to employees in accordance with clauses 17—Allowances—expense-related and A.2:

Allowance	Clause	\$	Payable
Living away from home allowance	17.2(e)(i)	123.48	per week
Living away from home (with spouse, etc) allowance	17.2(e)(ii)	174.12	per week
Meal and accommodation allowance—daily rates—breakfast	17.3(d)(i)	21.60	per occasion
Meal and accommodation allowance—daily rates—lunch	17.3(d)(i)	26.06	per occasion

Allowance	Clause	\$	Payable
Meal and accommodation allowance—daily rates—dinner	17.3(d)(i)	43.17	per occasion
Meal and accommodation allowance—daily rates—accommodation	17.3(d)(i)	145.93	per night
Meal and accommodation allowance—daily rates— total accommodation and meals	17.3(d)(i)	236.76	per day
Meal and accommodation allowances—weekly rates—meals	17.3(d)(i)	454.28	per week
Meal and accommodation allowances—weekly rates—accommodation	17.3(d)(i)	729.73	per week
Personal effects allowance— an amount not exceeding	17.5	4410.00	per occasion
Personal effects allowance—vessels granted a temporary licence— an amount not exceeding	A.2.1	4410.00	per occasion

B.2.2 Adjustment of expense-related allowances payable under this award.

- (a) 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.
- (b) 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
Accommodation allowance	Domestic holiday travel and accommodation sub-group
Living away from home allowance	Domestic holiday travel and accommodation sub-group
Meal allowance	Take away and fast foods sub-group
Personal effects allowance	All groups

Schedule C—Agreement to Take Annual Leave in Advance

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 D—Agreement to Cash Out Annual Leave

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 E—Part-day Public Holidays

E.2 amended in accordance with [\[2019\] FWCFB 8491](#) and [PR715201](#)

E.1 This schedule operates in conjunction with award provisions dealing with public holidays.

E.2 Where a part-day public holiday is declared or prescribed between 6.00 pm and midnight, or 7.00 pm and midnight on Christmas Eve (24 December in each year) or New Year’s Eve (31 December in each year) 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 on the declared or prescribed part-day public holiday 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 on the declared or prescribed part-day public holiday but as a result of being on annual leave does not work, they will be taken not to be on annual leave during the hours of the declared or prescribed part-day public holiday 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 on the declared or prescribed part-day public holiday, 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 E.2(f) applies, where an employee works any hours on the declared or prescribed part-day public holiday 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 on the declared or prescribed part-day public holiday.

(g) An employee not rostered to work on the declared or prescribed part-day public holiday, other than an employee who has exercised their right in accordance with clause E.2(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.

~~E.2—Where a part day public holiday is declared or prescribed between 7.00 pm and midnight on Christmas Eve (24 December in each year) or New Year’s Eve (31 December in each year) 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 E.2(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 E.2(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.~~

E.3 This schedule is not intended to detract from or supplement the NES.