Seagoing Industry Award 2010

This Fair Work Commission consolidated modern award incorporates all amendments up to and including 17 October 2019 (PR713079).

Clause(s) affected by the most recent variation(s):

11—Termination of employment

Current review matter(s): AM2014/47; AM2014/190; AM2014/196; AM2014/197; AM2014/243; AM2014/300; AM2014/301; AM2015/1; AM2015/2; AM2016/5; AM2016/8; AM2016/15; AM2016/17

Table of Contents

[Varied by PR530596, PR532631, PR544519, PR546288, PR557581, PR588751, PR609456, PR610289, PR701525]

Part 1— Application and Operation........................................................................................................3
1. Title .................................................................................................................................................. p3
2. Commencement and transitional......................................................................................................3
3. Definitions and interpretation..........................................................................................................4
4. Coverage...........................................................................................................................................6
5. Access to the award and the National Employment Standards .....................................................7
6. The National Employment Standards and this award .................................................................7
7. Individual flexibility arrangements ...............................................................................................7

Part 2— Consultation and Dispute Resolution.......................................................................................9
8. Consultation about major workplace change ..................................................................................9
8A. Consultation about changes to rosters or hours of work .............................................................10
9. Dispute resolution..........................................................................................................................10

PART A—ALL VESSELS NOT GRANTED A TEMPORARY LICENCE..............................................11

Part 3— Types of Employment and Termination of Employment.......................................................11
10. Types of employment.....................................................................................................................11
11. Termination of employment..........................................................................................................12
12. Redundancy ....................................................................................................................................13

Part 4— Minimum Wages and Related Matters....................................................................................14
13. Classifications and minimum wage rates ....................................................................................14
14. Allowances ....................................................................................................................................19
15. Payment of wages..........................................................................................................................26
Seagoing Industry Award 2010

16. National training wage ................................................................. 27
17. Superannuation ........................................................................ 27

Part 5—Hours of Work and Related Matters ......................................... 27
18. Ordinary hours of work ............................................................. 27
19A. Requests for flexible working arrangements ................................ 29

Part 6—Leave and Public Holidays ..................................................... 30
20. Leave ..................................................................................... 30
21. Annual leave .......................................................................... 32
22. Personal/carer’s leave and compassionate leave ............................ 34
23. Community service leave .......................................................... 34
24. Public holidays ....................................................................... 34
24A. Leave to deal with Family and Domestic Violence ..................... 34

Schedule A—Transitional Provisions ................................................... 37
Schedule B—National Training Wage .................................................. 42
Schedule C—Part-day Public Holidays ................................................. 43

PART B—VESSELS GRANTED A TEMPORARY LICENCE ...................... 44

Part 7—Minimum Wages and Related Matters ................................... 44
25. Classifications and minimum wage rates .................................. 44
26. Allowances ............................................................................ 44

Part 8—Hours of Work and Related Matters ...................................... 45
27. Ordinary hours of work ............................................................ 45
28. Overtime ............................................................................... 45
29. Rest periods .......................................................................... 45

Part 9—Leave and Public Holidays ................................................... 45
30. Leave .................................................................................... 45
31. Public holidays ...................................................................... 46

Schedule D—Agreement to Take Annual Leave in Advance ................ 47
Schedule E—Agreement to Cash Out Annual Leave ........................... 48
Part 1—Application and Operation

1. Title

This award is the Seagoing Industry Award 2010.

2. Commencement and transitional

[Varied by PR530596, PR542242]

[2.1 varied by PR530596 ppc 21Aug12]

2.1 This award commences on 1 January 2010 excepting that this award commences on 1 January 2011 in respect of vessels granted a permit under the Navigation Act 1912 (Cth). From 1 July 2012, Part VI of the Navigation Act 1912 (Cth) was repealed and replaced by the Coastal Trading (Revitalising Australian Shipping) Act 2012 (Cth).

2.2 The monetary obligations imposed on employers by this award may be absorbed into overaward payments. Nothing in this award requires an employer to maintain or increase any overaward payment.

2.3 This award contains transitional arrangements which specify when particular parts of the award come into effect. Some of the transitional arrangements are in clauses in the main part of the award. There are also transitional arrangements in Schedule A. The arrangements in Schedule A deal with:

• minimum wages and piecework rates
• casual or part-time loadings
• Saturday, Sunday, public holiday, evening or other penalties
• shift allowances/penalties.

[2.4 varied by PR542242 ppc 04Dec13]

2.4 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.

[2.5 varied by PR542242 ppc 04Dec13]

2.5 The Fair Work Commission may review the transitional arrangements in this award and make a determination varying the award.
2.6 The Fair Work Commission may review the transitional arrangements:

(a) on its own initiative; or

(b) on application by an employer, employee, organisation or outworker entity covered by the modern award; or

(c) on application by an organisation that is entitled to represent the industrial interests of one or more employers or employees that are covered by the modern award; or

(d) in relation to outworker arrangements, on application by an organisation that is entitled to represent the industrial interests of one or more outworkers to whom the arrangements relate.

3. Definitions and interpretation

[Varied by PR997772, PR503627, (PR538111 quashed by PR543695), PR546129, PR551329]

3.1 In this award, unless the contrary intention appears:

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

agreement-based transitional instrument has the meaning in the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth)

AOV means all other vessels

award-based transitional instrument has the meaning in the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth)

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

[Definition of default fund employee inserted by PR546129 ppc 01Jan14]

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

[Definition of defined benefit member inserted by PR546129 ppc 01Jan14]

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

[Definition of Division 2B State award inserted by PR503627 ppc 01Jan11]

Division 2B State award has the meaning in Schedule 3A of the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth)

[Definition of employee substituted by PR997772 from 01Jan10]

employee means national system employee within the meaning of the Act
Seagoing Industry Award 2010

[Definition of employer substituted by PR997772 from 01Jan10]

definition of employer means national system employer within the meaning of the Act

definition of enterprise award-based instrument has the meaning in the Fair Work (Transitional Provisions and Consequential Amendments) Act 2009 (Cth)

definition of 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

Definition of NES means the National Employment Standards as contained in sections 59 to 131 of the Fair Work Act 2009 (Cth)

definition of 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

definition of repatriation means the provision of transport to and from the home port of an employee at the employer’s cost

[Definition of research vessel inserted by PR551329 ppc 14Feb14]
definition of 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

Definition of seagoing industry substituted by PR551329 ppc 14Feb14]
definition of 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)

definition of 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 13.1(a) divided by 52

definition of swing cycle work (or work cycle) means a cycle made up of working and non-working days

[Definition of temporary licensed ship inserted by (PR538111 quashed by PR543695)]
definition of transitional minimum wage instrument has the meaning in the Fair Work (Transitional Provisions and Consequential Amendments) Act 2009 (Cth)
definition of vessel means any kind of vessel used in navigation other than air navigation

3.2 Where this award refers to a condition of employment provided for in the NES, the NES definition applies.
4. **Coverage**

[Varyed by PR530596]

[4.1 substituted by PR530596 ppc 21Aug12]

**4.1** This industry award covers employers which are engaged in the seagoing industry and their employees in the classification listed in clause 13 and clause 25—Classifications and minimum wage rates to the exclusion of any modern award.

**4.2** This award covers any employer which supplies labour on an on-hire basis in the industry set out in clause 4.1 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.

**4.3** This award covers employers which provide group training services for trainees engaged in the industry and/or parts of industry set out at clause 4.1 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 operates subject to the exclusions from coverage in this award.

**4.4** **Exclusions**

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 2010*;

(ii) the *Dredging Industry Award 2010*;

(iii) the *Marine Towage Award 2010*;

(iv) the *Maritime Offshore Oil and Gas Award 2010*;

(v) the *Port Authorities Award 2010*;

(vi) the *Ports, Harbours and Enclosed Water Vessels Award 2010*;

(vii) the *Stevedoring Industry Award 2010*; or

(e) maintenance contractors covered by the *Manufacturing and Associated Industries and Occupations Award 2010*. 
4.5 Where an employer is covered by more than one award, an employee of that employer is covered by the award classification which is most appropriate to the work performed by the employee and to the environment in which the employee normally performs the work.

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. **Access to the award and the National Employment Standards**

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

6. **The National Employment Standards and this award**

The NES and this award contain the minimum conditions of employment for employees covered by this award.

7. **Individual flexibility arrangements**

[Varied by PR542242; 7—Award flexibility renamed and substituted by PR610289 ppc 01Nov18]

7.1 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.

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

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

7.4 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.
7.5 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.

7.6 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.

7.7 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.

7.8 Except as provided in clause 7.7(b), an agreement must not require the approval or consent of a person other than the employer and the employee.

7.9 The employer must keep the agreement as a time and wages record and give a copy to the employee.

7.10 The employer and the employee must genuinely agree, without duress or coercion to any variation of an award provided for by an agreement.

7.11 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 s.144 then the employee or the employer may terminate the arrangement by giving written notice of not more than 28 days (see s.145 of the Act).

7.12 An agreement terminated as mentioned in clause 7.11(b) ceases to have effect at the end of the period of notice required under that clause.

7.13 The right to make an agreement under clause 7 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.
Part 2—Consultation and Dispute Resolution

8. Consultation about major workplace change

[8—Consultation regarding major workplace change renamed and substituted by PR546288. 8—Consultation renamed and substituted by PR610289 ppc 01Nov18]

8.1 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.

8.2 For the purposes of the discussion under clause 8.1(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.

8.3 Clause 8.2 does not require an employer to disclose any confidential information if its disclosure would be contrary to the employer’s interests.

8.4 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 8.1(b).

8.5 In clause 8:

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
8A. Consultation about changes to rosters or hours of work

[8A inserted by PR610289 ppc 01Nov18]

8A.1 Clause 8A 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.

8A.2 The employer must consult with any employees affected by the proposed change and their representatives (if any).

8A.3 For the purpose of the consultation, the employer must:

(a) provide to the employees and representatives mentioned in clause 8A.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.

8A.4 The employer must consider any views given under clause 8A.3(b).

8A.5 Clause 8A is to be read in conjunction with any other provisions of this award concerning the scheduling of work or the giving of notice.

9. Dispute resolution

[Varied by PR542242; substituted by PR610289 ppc 01Nov18]

9.1 Clause 9 sets out the procedures to be followed if a dispute arises about a matter under this award or in relation to the NES.

9.2 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.

9.3 If the dispute is not resolved through discussion as mentioned in clause 9.2, 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.

9.4 If the dispute is unable to be resolved at the workplace and all appropriate steps have been taken under clauses 9.2 and 9.3, a party to the dispute may refer it to the Fair Work Commission.
9.5 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.

9.6 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.

9.7 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 9.

9.8 While procedures are being followed under clause 9 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.

9.9 Clause 9.8 is subject to any applicable work health and safety legislation.

PART A—ALL VESSELS NOT GRANTED A TEMPORARY LICENCE

[Heading and preamble to Part A substituted by PR530596 ppc 21Aug12]

The following provisions (Part 3 to Part 6, Schedule A and Schedule B) are to apply to all vessels except those which have been granted a temporary licence under the Coastal Trading (Revitalising Australian Shipping) Act 2012 (Cth).

Part 3—Types of Employment and Termination of Employment

10. Types of employment

10.1 General

(a) Employees under this award will be employed in one of the following categories:

(i) full-time employment; or

(ii) relief employment.

(b) At the time of engagement an employer will inform each employee of the terms of their engagement and in particular whether they are to be full-time or relief employees.

10.2 Full-time employment

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

A relief employee is an employee who is specifically engaged as such and receives, on a pro rata basis, equivalent pay and conditions to those of full-time employees.

11. Termination of employment

[11 substituted by PR610289 ppc 01Nov18; varied by PR713079]

Note: The NES sets out requirements for notice of termination by an employer. See ss.117 and 123 of the Act.

11.1 Notice of termination by an employee

(a) This clause applies to all employees except those identified in ss.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>
<thead>
<tr>
<th>Column 1</th>
<th>Column 2 Period of notice</th>
</tr>
</thead>
<tbody>
<tr>
<td>Employee’s period of continuous service with the employer at the end of the day the notice is given</td>
<td></td>
</tr>
<tr>
<td>Not more than 1 year</td>
<td>1 week</td>
</tr>
<tr>
<td>More than 1 year but not more than 3 years</td>
<td>2 weeks</td>
</tr>
<tr>
<td>More than 3 years but not more than 5 years</td>
<td>3 weeks</td>
</tr>
<tr>
<td>More than 5 years</td>
<td>4 weeks</td>
</tr>
</tbody>
</table>

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 paragraph (b) continuous service has the same meaning as in s.117 of the Act.

(d) If an employee who is at least 18 years old does not give the period of notice required under paragraph (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 paragraph (b), then no deduction can be made under paragraph (d).

(f) Any deduction made under paragraph (d) must not be unreasonable in the circumstances.
12. Redundancy

[Substituted by PR711475 ppc 30Aug19]

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

12.1 Transfer to lower paid duties on redundancy

(a) Clause 12.1 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 paragraph (c).

(c) If the employer acts as mentioned in paragraph (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.

12.2 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 12 or under sections 119–123 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.
Seagoing Industry Award 2010

Part 4—Minimum Wages and Related Matters

13.  **Classifications and minimum wage rates**

[Variied by PR997966, PR509153, PR522984, PR536787, PR551329, PR551710, PR566802, PR579917, PR592225, PR606448, PR707554]

13.1  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 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)**

[V13.1(a) varied by PR997966, PR509153, PR522984, PR536787, PR551329, PR551710, PR566802, PR579917, PR592225, PR606448, PR707554 ppc 01Jul19]

<table>
<thead>
<tr>
<th>Classification</th>
<th>Manning</th>
<th>Minimum salary</th>
<th>Aggregate overtime component</th>
<th>Aggregate annual salary</th>
</tr>
</thead>
<tbody>
<tr>
<td>Master</td>
<td>18</td>
<td>73,948</td>
<td>27,984</td>
<td>101,932</td>
</tr>
<tr>
<td></td>
<td>AOV</td>
<td>72,179</td>
<td>27,313</td>
<td>99,492</td>
</tr>
<tr>
<td>Chief engineer</td>
<td>18</td>
<td>72,734</td>
<td>27,524</td>
<td>100,258</td>
</tr>
<tr>
<td></td>
<td>AOV</td>
<td>71,001</td>
<td>26,868</td>
<td>97,869</td>
</tr>
<tr>
<td>First mate/First engineer</td>
<td>18</td>
<td>63,026</td>
<td>23,851</td>
<td>86,877</td>
</tr>
<tr>
<td></td>
<td>AOV</td>
<td>61,579</td>
<td>23,302</td>
<td>84,881</td>
</tr>
<tr>
<td>Second mate/Second engineer</td>
<td>18</td>
<td>58,305</td>
<td>22,064</td>
<td>80,369</td>
</tr>
<tr>
<td></td>
<td>AOV</td>
<td>56,998</td>
<td>21,569</td>
<td>78,567</td>
</tr>
<tr>
<td>Third mate/Third engineer</td>
<td>18</td>
<td>55,879</td>
<td>21,145</td>
<td>77,024</td>
</tr>
<tr>
<td></td>
<td>AOV</td>
<td>54,642</td>
<td>20,677</td>
<td>75,319</td>
</tr>
<tr>
<td>Chief integrated rating/Chief cook/Chief steward</td>
<td>18</td>
<td>52,847</td>
<td>19,998</td>
<td>72,845</td>
</tr>
<tr>
<td></td>
<td>AOV</td>
<td>51,696</td>
<td>19,561</td>
<td>71,257</td>
</tr>
<tr>
<td>Second cook</td>
<td>AOV</td>
<td>48,283</td>
<td>18,271</td>
<td>66,554</td>
</tr>
<tr>
<td>Integrated rating/Assistant steward/Catering attendant</td>
<td>18</td>
<td>48,128</td>
<td>18,212</td>
<td>66,340</td>
</tr>
<tr>
<td></td>
<td>AOV</td>
<td>47,106</td>
<td>17,823</td>
<td>64,929*</td>
</tr>
</tbody>
</table>

*standard rate* – see clause 3.1

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

[V13.1(b) varied by PR997966, PR509153, PR522984, PR536787, PR551329, PR551710, PR566802, PR579917, PR592225, PR606448, PR707554 ppc 01Jul19]

<table>
<thead>
<tr>
<th>Classification</th>
<th>Manning</th>
<th>Minimum salary</th>
<th>Aggregate overtime component</th>
<th>Aggregate annual salary</th>
</tr>
</thead>
</table>

MA000122 14
### Seagoing Industry Award 2010

<table>
<thead>
<tr>
<th>Classification</th>
<th>Manning</th>
<th>Minimum Salary</th>
<th>Aggregate Overtime Component</th>
<th>Aggregate Annual Salary</th>
</tr>
</thead>
<tbody>
<tr>
<td>Master</td>
<td>18</td>
<td>76,223</td>
<td>28,843</td>
<td>105,066</td>
</tr>
<tr>
<td>AOV</td>
<td></td>
<td>74,389</td>
<td>28,147</td>
<td>102,536</td>
</tr>
<tr>
<td>Chief engineer</td>
<td>18</td>
<td>74,963</td>
<td>28,368</td>
<td>103,331</td>
</tr>
<tr>
<td>AOV</td>
<td></td>
<td>73,167</td>
<td>27,686</td>
<td>100,853</td>
</tr>
<tr>
<td>First mate/First engineer</td>
<td>18</td>
<td>64,891</td>
<td>24,556</td>
<td>89,447</td>
</tr>
<tr>
<td>AOV</td>
<td></td>
<td>63,385</td>
<td>23,988</td>
<td>87,373</td>
</tr>
<tr>
<td>Second mate/Second engineer</td>
<td>18</td>
<td>59,855</td>
<td>22,651</td>
<td>82,506</td>
</tr>
<tr>
<td>AOV</td>
<td></td>
<td>58,635</td>
<td>22,186</td>
<td>80,821</td>
</tr>
<tr>
<td>Third mate/Third engineer</td>
<td>18</td>
<td>57,472</td>
<td>21,748</td>
<td>79,220</td>
</tr>
<tr>
<td>AOV</td>
<td></td>
<td>56,189</td>
<td>21,263</td>
<td>77,452</td>
</tr>
<tr>
<td>Chief integrated rating/Chief cook/Chief steward</td>
<td>18</td>
<td>53,696</td>
<td>20,320</td>
<td>74,016</td>
</tr>
<tr>
<td>AOV</td>
<td></td>
<td>52,523</td>
<td>19,876</td>
<td>72,399</td>
</tr>
<tr>
<td>Second cook</td>
<td>AOV</td>
<td>48,997</td>
<td>18,542</td>
<td>67,539</td>
</tr>
<tr>
<td>Integrated rating/Assistant steward/Catering attendant</td>
<td>18</td>
<td>48,819</td>
<td>18,472</td>
<td>67,291</td>
</tr>
<tr>
<td>AOV</td>
<td></td>
<td>47,776</td>
<td>18,080</td>
<td>65,856</td>
</tr>
</tbody>
</table>

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

[13.1(c) varied by PR997966, PR509153, PR522984, PR536787, PR551710, PR566802, PR579917, PR592225, PR606448, PR707554 ppc 01Jul19]
### Seagoing Industry Award 2010

#### Classification

<table>
<thead>
<tr>
<th>Classification</th>
<th>Manning</th>
<th>Minimum salary</th>
<th>Aggregate overtime component</th>
<th>Aggregate annual salary</th>
</tr>
</thead>
<tbody>
<tr>
<td>Second cook</td>
<td>AOV</td>
<td>$49,891</td>
<td>$18,881</td>
<td>$68,772</td>
</tr>
<tr>
<td>Integrated rating/Assistant steward/Catering attendant</td>
<td>18</td>
<td>$49,033</td>
<td>$18,553</td>
<td>$67,586</td>
</tr>
<tr>
<td></td>
<td>AOV</td>
<td>$47,979</td>
<td>$18,156</td>
<td>$66,135</td>
</tr>
</tbody>
</table>

(d) **Crude tankers**

[13.1(d) varied by PR997966, PR509153, PR522984, PR536787, PR551710, PR566802, PR579917, PR592225, PR606448, PR707554 ppc 01Jul19]

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

[13.1(e) varied by PR997966, PR509153, PR522984, PR536787, PR551710, PR566802, PR579917, PR592225, PR606448, PR707554 ppc 01Jul19]

<table>
<thead>
<tr>
<th>Classification</th>
<th>Manning</th>
<th>Minimum salary</th>
<th>Aggregate overtime component</th>
<th>Aggregate annual salary</th>
</tr>
</thead>
<tbody>
<tr>
<td>Master</td>
<td>18</td>
<td>92,899</td>
<td>35,153</td>
<td>128,052</td>
</tr>
<tr>
<td></td>
<td>AOV</td>
<td>89,107</td>
<td>33,719</td>
<td>122,826</td>
</tr>
<tr>
<td>Chief engineer</td>
<td>18</td>
<td>91,307</td>
<td>34,549</td>
<td>125,856</td>
</tr>
<tr>
<td></td>
<td>AOV</td>
<td>87,589</td>
<td>33,144</td>
<td>120,733</td>
</tr>
<tr>
<td>First mate/First engineer</td>
<td>18</td>
<td>76,975</td>
<td>29,127</td>
<td>106,102</td>
</tr>
<tr>
<td></td>
<td>AOV</td>
<td>73,942</td>
<td>27,981</td>
<td>101,923</td>
</tr>
<tr>
<td>Second mate/Second engineer</td>
<td>18</td>
<td>71,400</td>
<td>27,018</td>
<td>98,418</td>
</tr>
<tr>
<td></td>
<td>AOV</td>
<td>68,630</td>
<td>25,970</td>
<td>94,600</td>
</tr>
<tr>
<td>Third mate/Third engineer</td>
<td>18</td>
<td>67,419</td>
<td>25,513</td>
<td>92,932</td>
</tr>
<tr>
<td></td>
<td>AOV</td>
<td>64,840</td>
<td>24,536</td>
<td>89,376</td>
</tr>
<tr>
<td>Chief integrated rating/Chief cook/Chief steward</td>
<td>18</td>
<td>60,249</td>
<td>22,799</td>
<td>83,048</td>
</tr>
<tr>
<td></td>
<td>AOV</td>
<td>58,151</td>
<td>22,003</td>
<td>80,154</td>
</tr>
<tr>
<td>Second cook</td>
<td>AOV</td>
<td>54,359</td>
<td>20,569</td>
<td>74,928</td>
</tr>
<tr>
<td>Integrated rating/Assistant steward/Catering attendant</td>
<td>18</td>
<td>54,815</td>
<td>20,743</td>
<td>75,558</td>
</tr>
<tr>
<td></td>
<td>AOV</td>
<td>52,841</td>
<td>19,994</td>
<td>72,835</td>
</tr>
</tbody>
</table>

(f) **Gas carriers**

[13.1(f) varied by PR997966, PR509153, PR522984, PR536787, PR551710, PR566802, PR579917, PR592225, PR606448, PR707554 ppc 01Jul19]

<table>
<thead>
<tr>
<th>Classification</th>
<th>Manning</th>
<th>Minimum salary</th>
<th>Aggregate overtime component</th>
<th>Aggregate annual salary</th>
</tr>
</thead>
<tbody>
<tr>
<td>Master</td>
<td>18</td>
<td>90,807</td>
<td>34,361</td>
<td>125,168</td>
</tr>
<tr>
<td></td>
<td>AOV</td>
<td>89,697</td>
<td>33,940</td>
<td>123,637</td>
</tr>
<tr>
<td>Chief engineer</td>
<td>18</td>
<td>90,414</td>
<td>34,211</td>
<td>124,625</td>
</tr>
<tr>
<td></td>
<td>AOV</td>
<td>88,170</td>
<td>33,364</td>
<td>121,534</td>
</tr>
<tr>
<td>First mate/First engineer</td>
<td>18</td>
<td>76,246</td>
<td>28,852</td>
<td>105,098</td>
</tr>
<tr>
<td></td>
<td>AOV</td>
<td>74,412</td>
<td>28,158</td>
<td>102,570</td>
</tr>
</tbody>
</table>
Seagoing Industry Award 2010

<table>
<thead>
<tr>
<th>Classification</th>
<th>Manning</th>
<th>Minimum salary</th>
<th>Aggregate overtime component</th>
<th>Aggregate annual salary</th>
</tr>
</thead>
<tbody>
<tr>
<td>Second mate/Second engineer</td>
<td>18</td>
<td>70,738</td>
<td>26,769</td>
<td>97,507</td>
</tr>
<tr>
<td></td>
<td>AOV</td>
<td>69,063</td>
<td>26,133</td>
<td>95,196</td>
</tr>
<tr>
<td>Third mate/Third engineer</td>
<td>18</td>
<td>67,979</td>
<td>25,724</td>
<td>93,703</td>
</tr>
<tr>
<td></td>
<td>AOV</td>
<td>66,388</td>
<td>25,122</td>
<td>91,510</td>
</tr>
<tr>
<td>Chief integrated rating/Chief cook/Chief steward</td>
<td>18</td>
<td>62,075</td>
<td>23,490</td>
<td>85,565</td>
</tr>
<tr>
<td></td>
<td>AOV</td>
<td>60,654</td>
<td>22,951</td>
<td>83,605</td>
</tr>
<tr>
<td>Second cook</td>
<td>AOV</td>
<td>57,734</td>
<td>21,848</td>
<td>79,582</td>
</tr>
<tr>
<td>Integrated rating/Assistant steward/Catering attendant</td>
<td>18</td>
<td>56,700</td>
<td>21,456</td>
<td>78,156</td>
</tr>
<tr>
<td></td>
<td>AOV</td>
<td>55,439</td>
<td>20,981</td>
<td>76,420</td>
</tr>
</tbody>
</table>

(g) Research vessels

[13.1(g) inserted by PR551329 ppc 14Feb14; varied by PR551710, PR566802, PR579917, PR592225, PR606448, PR707554 ppc 01Jul19]

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

13.2 The training, qualifications, roles and responsibilities of the classification of employees included in the tables above are incorporated in Australian Marine Orders—Part 3, the Navigation Act 1912 (Cth) and other relevant State Flag requirements.
13.3 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 days a week with:

(a) eight hours per day at ordinary time;
(b) two hours per day at double time; and
(c) the balance of hours above 38 ordinary hours per week (56 hours less 38 ordinary hours) at double time.

14. Allowances

To view the current monetary amounts of work-related allowances refer to the Allowances Sheet.

[Varied by PR994307, PR998162, PR509274, PR523104, PR536907, PR551830, PR579629, PR592375, PR606598, PR704208, PR707767]

14.1 Tanker allowance

(a) An employee will receive a tanker allowance of 0.83% of the standard rate for each day of duty on a tanker.

(b) This payment includes a travelling allowance and is instead of any other such allowance.

14.2 Handling/securing cargo allowances

(a) An employee who is required to perform manual work involving handling cargo in port will be paid an allowance of:

(i) 1.17% of the standard rate per hour between 7.00 am and 5.00 pm, unless the work is done outside the employee’s watch on duty if watches are being kept;

(ii) subject to clause 14.2(a)(iv), 1.49% of the standard rate per hour 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;

(iii) 1.17% of the standard rate per hour if the cargo is mail, passengers’ luggage or passengers’ motor cars; or

(iv) 1.87% of the standard rate per hour between 11.00 pm and 7.00 am (1.54% of the standard rate per hour if the cargo is mail, passengers’ luggage or passengers’ motor cars), in the following circumstances:

• after 11.00 pm on any day such work has already extended for at least four hours at 11.00 pm;

• after such work has extended for four hours ending at any time between 11.00 pm and 7.00 am or the commencement of ordinary duty on the following day; or
where watches are being kept, for work off watch after 11.00 pm where four hours’ work has already been performed off watch.

(b) In the case of cargo work, consisting of the securing or lashing of cargo, the following rates will be substituted for the rates contained in clause 14.2(a):

(i) 0.41% for 1.17%;
(ii) 0.48% for 1.49%;
(iii) 0.41% for 1.17%; and
(iv) 0.57% for 1.87% (or 0.49% for 1.54%).

14.3 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 hour rest period, the employee will be paid an allowance of 1.87% of the standard rate per night or rest period so affected.

(b) In determining the applicability of this allowance, the Master or officer in charge will carefully assess the merits of each claim and decide the matter.

14.4 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 1.3% of the standard rate per hour in addition to any other entitlement under this award.

14.5 Personal effects allowance

[14.5 varied by PR998162, PR509274, PR523104, PR536907, PR551830, PR566931, PR579629, PR592375, PR606598, PR704208, PR707767 ppc 01Jul19]

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.

14.6 Study allowance

(a) Eligible employees

This allowance will apply to:

(i) a Deck officer who goes ashore to study and sit for an approved course of study qualifying such employee as a First mate (Chief deck officer) or Master of a ship.

(ii) a Marine engineer, Marine electrician or Electrical engineer who goes ashore to study and sit for an approved course of marine engineering study.
(b) An **approved course of study** is a Certificate of Competency, including an Endorsement, as prescribed by the *Navigation Act 1912* (Cth) or regulations made thereunder, conducted by the Australian Maritime College or an approved technical institution or academy.

(c) **Conditions for accessing entitlement**

The entitlements prescribed in clause 14.6(d) will only be payable by the employer if the following conditions are met:

(i) an application in writing has been made by the employee and has been approved in writing by the employer;

(ii) the employee has been in the employment of the employer for the 12 months prior to commencing the period of study;

(iii) if the employer so desires, the employee will enter into a written undertaking that the employee will remain in its 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 three quarters of the authorised period of study.

(iii) An employer and an employee may agree to grant the additional leave under clause 14.6(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 14.6(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 allowance**

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 will consist of:

(i) the period of their attendance at the course of study for each such certificate;

(ii) the prescribed examination times; and

(iii) vacation times or holidays of not more than seven consecutive days (including Saturdays, Sundays and public holidays).

14.7 **Meal and accommodation allowance**

(a) An employee will be entitled to the relevant meal or accommodation allowance set out in clause 14.7(d), in the following circumstances:

(i) where 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 14.7(c), where an employee is directly travelling to their home port at the employer’s expense pursuant to clause 14.7(a) or any applicable legislation.

(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 14.7(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 whilst travelling by air**

An employee will only be entitled to payment of the respective meal allowance set out in clause 14.7(d) when:

(i) the employee is travelling at the employer’s expense in accordance with clause 14.7(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**

An employee’s entitlement under clause 14.7 will be as follows:

(i) **Daily rates**

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Breakfast</strong></td>
<td>21.60</td>
</tr>
<tr>
<td><strong>Lunch</strong></td>
<td>26.06</td>
</tr>
<tr>
<td><strong>Dinner</strong></td>
<td>43.17</td>
</tr>
<tr>
<td><strong>Accommodation</strong></td>
<td>145.93</td>
</tr>
<tr>
<td><strong>Accommodation and meals</strong></td>
<td>236.76</td>
</tr>
</tbody>
</table>

(ii) **Weekly rates**

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Meals</strong></td>
<td>454.28</td>
</tr>
<tr>
<td><strong>Accommodation</strong></td>
<td>729.73</td>
</tr>
</tbody>
</table>

(iii) This clause will not apply where the employer provides meals and accommodation.

14.8 **Travel expenses**

(a) The employer will reimburse the reasonable travel expenses of an employee when the employee is travelling:

(i) as required by and for the purposes of the employer; or

(ii) to and/or from the employee’s home port in the following circumstances:

- incidentally to the taking of leave as required by the employer;
- pursuant to the application of the *Navigation Act 1912* (Cth);
- 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
- 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.

(iii) Clause 14.8(a) will not apply where the employer provides free travel.

(b) For meals and accommodation during travel, see clause 14.7.
(c) In order to claim an entitlement under this clause, an employee will produce evidence to the reasonable satisfaction of the employer that the expenditure claimed was properly incurred by the employee.

14.9 Conveyance

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

(b) Clause 14.9 will not apply where the employer provides the conveyance.

14.10 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 1912 (Cth) and relevant Marine Orders, will be reimbursed the cost of the applicable fees by the employer.

14.11 Passports/travel document expenses

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,

will be reimbursed by the employer for all reasonable charges, fees and expenses incurred by the employee in this respect.

14.12 Reimbursement of expenses

(a) 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.

(b) The entitlement under this clause will extend to:

(i) 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;

(ii) 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

(iii) 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.

(c) In order to claim a reimbursement under this clause, an employee will produce evidence to the reasonable satisfaction of the employer that the expenditure claimed was properly incurred by the employee.
14.13 Industrial clothing

(a) Uniforms

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

(b) Trappings

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

(c) Safety shoes and protective clothing

Where 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 14.13 will have no application where the industrial clothing is supplied to the employee wholly at the employer’s expense.

14.14 Adjustment of expense related allowances

(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:

<table>
<thead>
<tr>
<th>Allowance</th>
<th>Applicable Consumer Price Index figure</th>
</tr>
</thead>
<tbody>
<tr>
<td>Accommodation allowance</td>
<td>Domestic holiday travel and accommodation sub-group</td>
</tr>
<tr>
<td>Living away from home allowance</td>
<td>Domestic holiday travel and accommodation sub-group</td>
</tr>
<tr>
<td>Meal allowance</td>
<td>Take away and fast foods sub-group</td>
</tr>
<tr>
<td>Personal effects allowance</td>
<td>All groups</td>
</tr>
</tbody>
</table>
15. **Payment of wages**

[Varied by PR610157]

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 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 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. The non-entitlement will be at the hourly rate of each hour or part of an hour that the employee so refuses or fails to work. The hourly rate for the purposes of this clause will be 1/24th of the appropriate daily rate.

15.5 **Payment on termination of employment**

[15.5 inserted by PR610157 ppc 01Nov18]

(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) 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) allows the Commission to make an order delaying the requirement to make a payment under this clause. For example, the Commission could make an order delaying the requirement to pay redundancy pay if an employer makes an application under s.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 s.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. **National training wage**

[16 substituted by PR593890 ppc 01Jul17, varied by PR606448, PR707554]

16.1 Schedule E to the *Miscellaneous Award 2010* sets out minimum wage rates and conditions for employees undertaking traineeships.

[16.2 varied by PR606448, PR707554 ppc 01Jul19]

16.2 This award incorporates the terms of Schedule E to the *Miscellaneous Award 2010* as at 1 July 2019. Provided that any reference to “this award” in Schedule E to the *Miscellaneous Award 2010* is to be read as referring to the *Seagoing Industry Award 2010* and not the *Miscellaneous Award 2010*.

17. **Superannuation**

[New 17 inserted by PR546129 ppc 01Jan14]

17.1 **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—Hours of Work and Related Matters**

18. **Ordinary hours of work**

[Varied by PR533149; 17 renumbered as 18 by PR546129 ppc 01Jan14]

18.1 This clause provides industry specific detail and supplements the NES which deals with maximum weekly hours.

18.2 The ordinary hours for operational and maintenance work will be eight hours per day each day of the week. Subject to meeting the requirements of the vessel, employees may be required to work in excess of the ordinary hours.

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

18.4 For the purposes of the NES an employee’s weekly hours may be averaged over a period of up to 52 weeks.

18.5 **Minimum hours of rest**

[17.5 renamed by PR533149 ppc 15Jan13]

[17.5(a) varied by PR533149 ppc 15Jan13]

(a) The minimum hours of rest for a seafarer must be:
Seagoing Industry Award 2010

(i) 10 hours in any 24 hours and 77 hours in any seven days. The minimum hours of rest may be divided into two periods, of which one period must be at least six hours. The interval between consecutive periods of rest must not exceed 14 hours.

(ii) The requirements for rest periods laid down in clause 18.5(a)(i) need not be maintained in the case of an emergency or drill or in other overriding operational conditions.

(iii) seafarer means a seaman as defined in subsection 6(1) of the Navigation Act 1912 (Cth) or the master of a ship.

(b) Exception

[17.5(b) substituted by PR533149 ppc 15Jan13]

(i) Clause 18.5(a) does not apply to an employee engaged on a ship in relation to which the Australian Maritime Safety Authority has approved an exception pursuant to clause 15 of Marine Order 28, Issue 4.

(ii) In circumstances in which clause 18.5(b)(i) applies, an employee must be provided with rest breaks in accordance with the terms of the exception granted by the Australian Maritime Safety Authority.

(c) Joining a vessel overseas

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

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

19. Breaks

[18 renumbered as 19 by PR546129 ppc 01Jan14]

19.1 An employee will, where practical, be allowed 60 consecutive minutes for each meal. Employees may be required to curtail their meal breaks where operational requirements of the vessel dictate.

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

19.3 Meal breaks will be provided to employees, with the exception of catering employees, during the following span of hours:

<table>
<thead>
<tr>
<th>Meal breaks</th>
<th>Span of hours</th>
</tr>
</thead>
<tbody>
<tr>
<td>Breakfast</td>
<td>between 7.00 am and 9.00 am</td>
</tr>
<tr>
<td>Midday meal</td>
<td>between 12.00 pm and 2.00 pm</td>
</tr>
<tr>
<td>Evening meal</td>
<td>between 5.00 pm and 7.00 pm</td>
</tr>
</tbody>
</table>
19.4 Catering employees will take their meal breaks, so far as is practical, within the spread of hours in clause 19.3. Meal breaks may only be curtailed or altered where the Master or another officer deems it necessary to meet the operational requirements of the vessel.

19A. Requests for flexible working arrangements

[19A inserted by PR701525 ppc 01 Dec 18]

19A.1 Employee may request change in working arrangements

Clause 19A applies where an employee has made a request for a change in working arrangements under s.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 s.65(1A).

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

Note 3: Clause 19A is an addition to s.65.

19A.2 Responding to the request

Before responding to a request made under s.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 s.65 request within 21 days, stating whether the employer grants or refuses the request (s.65(4)).

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

19A.3 What the written response must include if the employer refuses the request

Clause 19A.3 applies if the employer refuses the request and has not reached an agreement with the employee under clause 19A.2.

(a) The written response under s.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.

(b) If the employer and employee could not agree on a change in working arrangements under clause 19A.2, the written response under s.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.

19A.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 19A.2 on a change in working arrangements that differs from that initially requested by the employee, the employer must provide the employee with a written response to their request setting out the agreed change(s) in working arrangements.

19A.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 19A, can be dealt with under clause 9—Dispute resolution.

Part 6—Leave and Public Holidays

20. Leave

[19 renumbered as 20 by PR546129 ppc 01Jan14; varied by PR588751]

20.1 Leave factor and entitlement to leave

(a) Subject to clause 20.1(c), for each day of duty on a vessel or a day during which the employee is necessarily 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 under this clause in relation to the following:

(i) a day when an employee is on leave;

(ii) 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) 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) a day when an employee accepts shore-based secondment; or

(vi) where a leave ratio higher than that contained in clause 20.1(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.

20.2 Calculation of leave entitlement

The leave entitlement in clause 20.1(a) gives effect to, amongst other things:

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

20.3 Taking of leave

The taking of leave will, as far as practicable, be correlated with the running of the vessel in which the employee is engaged. 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.

20.4 Leave in advance: employer direction

[20.4 renamed by PR588751 ppc 20Dec16]

(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 exigencies 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 20.5.

(c) Unless otherwise agreed between the employer and the employee, the leave to which an employee is entitled under this clause will be granted by the employer and taken by the employee not later than eight months after it has commenced to accrue.
20.5 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 14.6 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.

20.6 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 20.4.

20.7 Payment of leave on termination of employment

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

21. Annual leave

[20 renumbered as 21 by PR546129 ppc 01Jan14; varied by PR588751]

[Paragraph renumbered as 21.1 by PR588751 ppc 20Dec16]

21.1 Clause 20.1 of this award gives full effect to the NES entitlements to annual leave.

21.2 Annual leave in advance

[21.2 inserted by PR588751 ppc 20Dec16]

(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 21.2 is set out at Schedule D. There is no requirement to use the form of agreement set out at Schedule D.

(c) The employer must keep a copy of any agreement under clause 21.2 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 21.2, 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.

21.3 Cashing out of annual leave

[21.3 inserted by PR588751 ppc 20Dec16]

(a) Paid annual leave must not be cashed out except in accordance with an agreement under clause 21.3.

(b) Each cashing out of a particular amount of paid annual leave must be the subject of a separate agreement under clause 21.3.

(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 21.3 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 21.3 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 21.3 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 21.3.

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 21.3.

Note 3: An example of the type of agreement required by clause 21.3 is set out at Schedule E. There is no requirement to use the form of agreement set out at Schedule E.
22. Personal/carer’s leave and compassionate leave

[21 renumbered as 22 by PR546129 ppc 01Jan14]

22.1 Clause 20.1 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 1912* (Cth).

23. Community service leave

[22 renumbered as 23 by PR546129 ppc 01Jan14]

Community service leave is provided for in the NES.

24. Public holidays

[23 renumbered as 24 by PR546129 ppc 01Jan14]

Clause 20.1 of this award gives full effect to the NES entitlements to public holidays.

24A. Leave to deal with Family and Domestic Violence

[24A inserted by PR609456 ppc 01Aug18]

24A.1 This clause applies to all employees, including casuals.

24A.2 Definitions

(a) In this clause:

*family and domestic violence* means violent, threatening or other abusive behaviour by a family member of an employee that seeks to coerce or control the employee and that causes them harm or to be fearful.

*family member* means:

(i) a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the employee; or

(ii) a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the employee; or

(iii) a person related to the employee according to Aboriginal or Torres Strait Islander kinship rules.

(b) A reference to a spouse or de facto partner in the definition of family member in clause 24A.2(a) includes a former spouse or de facto partner.

24A.3 Entitlement to unpaid leave

An employee is entitled to 5 days’ unpaid leave to deal with family and domestic violence, as follows:
(c) the leave is available in full at the start of each 12 month period of the employee’s employment; and

(d) the leave does not accumulate from year to year; and

(e) is available in full to part-time and casual employees.

Note: 1. A period of leave to deal with family and domestic violence may be less than a day by agreement between the employee and the employer.

2. The employer and employee may agree that the employee may take more than 5 days’ unpaid leave to deal with family and domestic violence.

24A.4 Taking unpaid leave

An employee may take unpaid leave to deal with family and domestic violence if the employee:

(a) is experiencing family and domestic violence; and

(b) needs to do something to deal with the impact of the family and domestic violence and it is impractical for the employee to do that thing outside their ordinary hours of work.

Note: The reasons for which an employee may take leave include making arrangements for their safety or the safety of a family member (including relocation), attending urgent court hearings, or accessing police services.

24A.5 Service and continuity

The time an employee is on unpaid leave to deal with family and domestic violence does not count as service but does not break the employee’s continuity of service.

24A.6 Notice and evidence requirements

(a) Notice

An employee must give their employer notice of the taking of leave by the employee under clause 24A. The notice:

(i) must be given to the employer as soon as practicable (which may be a time after the leave has started); and

(ii) must advise the employer of the period, or expected period, of the leave.

(b) Evidence

An employee who has given their employer notice of the taking of leave under clause 24A must, if required by the employer, give the employer evidence that would satisfy a reasonable person that the leave is taken for the purpose specified in clause 24A.4.

Note: Depending on the circumstances such evidence may include a document issued by the police service, a court or a family violence support service, or a statutory declaration.
24A.7 Confidentiality

(a) Employers must take steps to ensure information concerning any notice an employee has given, or evidence an employee has provided under clause 24A.6 is treated confidentially, as far as it is reasonably practicable to do so.

(b) Nothing in clause 24A prevents an employer from disclosing information provided by an employee if the disclosure is required by an Australian law or is necessary to protect the life, health or safety of the employee or another person.

Note: 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.

24A.8 Compliance

An employee is not entitled to take leave under clause 24A unless the employee complies with clause 24A.
Schedule A—Transitional Provisions

[Varied by PR503627]

A.1 General

A.1.1 The provisions of this schedule deal with minimum obligations only.

A.1.2 The provisions of this schedule are to be applied:

(a) when there is a difference, in money or percentage terms, between a provision in a relevant transitional minimum wage instrument (including the transitional default casual loading) or award-based transitional instrument on the one hand and an equivalent provision in this award on the other;

(b) when a loading or penalty in a relevant transitional minimum wage instrument or award-based transitional instrument has no equivalent provision in this award;

(c) when a loading or penalty in this award has no equivalent provision in a relevant transitional minimum wage instrument or award-based transitional instrument; or

(d) when there is a loading or penalty in this award but there is no relevant transitional minimum wage instrument or award-based transitional instrument.

A.2 Minimum wages – existing minimum wage lower

A.2.1 The following transitional arrangements apply to an employer which, immediately prior to 1 January 2010:

(a) was obliged,

(b) but for the operation of an agreement-based transitional instrument or an enterprise agreement would have been obliged, or

(c) if it had been an employer in the industry or of the occupations covered by this award would have been obliged

by a transitional minimum wage instrument and/or an award-based transitional instrument to pay a minimum wage lower than that in this award for any classification of employee.

A.2.2 In this clause minimum wage includes:

(a) a minimum wage for a junior employee, an employee to whom training arrangements apply and an employee with a disability;

(b) a piecework rate; and

(c) any applicable industry allowance.

A.2.3 Prior to the first full pay period on or after 1 July 2010 the employer must pay no less than the minimum wage in the relevant transitional minimum wage instrument and/or award-based transitional instrument for the classification concerned.
A.2.4 The difference between the minimum wage for the classification in this award and the minimum wage in clause A.2.3 is referred to as the transitional amount.

A.2.5 From the following dates the employer must pay no less than the minimum wage for the classification in this award minus the specified proportion of the transitional amount:

**First full pay period on or after**

<table>
<thead>
<tr>
<th>Date</th>
<th>Proportion</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 July 2010</td>
<td>80%</td>
</tr>
<tr>
<td>1 July 2011</td>
<td>60%</td>
</tr>
<tr>
<td>1 July 2012</td>
<td>40%</td>
</tr>
<tr>
<td>1 July 2013</td>
<td>20%</td>
</tr>
</tbody>
</table>

A.2.6 The employer must apply any increase in minimum wages in this award resulting from an annual wage review.

A.2.7 These provisions cease to operate from the beginning of the first full pay period on or after 1 July 2014.

A.3 **Minimum wages – existing minimum wage higher**

A.3.1 The following transitional arrangements apply to an employer which, immediately prior to 1 January 2010:

(a) was obliged,

(b) but for the operation of an agreement-based transitional instrument or an enterprise agreement would have been obliged, or

(c) if it had been an employer in the industry or of the occupations covered by this award would have been obliged

by a transitional minimum wage instrument and/or an award-based transitional instrument to pay a minimum wage higher than that in this award for any classification of employee.

A.3.2 In this clause minimum wage includes:

(a) a minimum wage for a junior employee, an employee to whom training arrangements apply and an employee with a disability;

(b) a piecework rate; and

(c) any applicable industry allowance.

A.3.3 Prior to the first full pay period on or after 1 July 2010 the employer must pay no less than the minimum wage in the relevant transitional minimum wage instrument and/or award-based transitional instrument for the classification concerned.

A.3.4 The difference between the minimum wage for the classification in this award and the minimum wage in clause A.3.3 is referred to as the transitional amount.
A.3.5 From the following dates the employer must pay no less than the minimum wage for the classification in this award plus the specified proportion of the transitional amount:

First full pay period on or after

<table>
<thead>
<tr>
<th>Date</th>
<th>Proportion</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 July 2010</td>
<td>80%</td>
</tr>
<tr>
<td>1 July 2011</td>
<td>60%</td>
</tr>
<tr>
<td>1 July 2012</td>
<td>40%</td>
</tr>
<tr>
<td>1 July 2013</td>
<td>20%</td>
</tr>
</tbody>
</table>

A.3.6 The employer must apply any increase in minimum wages in this award resulting from an annual wage review. If the transitional amount is equal to or less than any increase in minimum wages resulting from the 2010 annual wage review the transitional amount is to be set off against the increase and the other provisions of this clause will not apply.

A.3.7 These provisions cease to operate from the beginning of the first full pay period on or after 1 July 2014.

A.4 Loadings and penalty rates

For the purposes of this schedule loading or penalty means a:

- casual or part-time loading;
- Saturday, Sunday, public holiday, evening or other penalty;
- shift allowance/penalty.

A.5 Loadings and penalty rates – existing loading or penalty rate lower

A.5.1 The following transitional arrangements apply to an employer which, immediately prior to 1 January 2010:

(a) was obliged,
(b) but for the operation of an agreement-based transitional instrument or an enterprise agreement would have been obliged, or
(c) if it had been an employer in the industry or of the occupations covered by this award would have been obliged

by the terms of a transitional minimum wage instrument or an award-based transitional instrument to pay a particular loading or penalty at a lower rate than the equivalent loading or penalty in this award for any classification of employee.

A.5.2 Prior to the first full pay period on or after 1 July 2010 the employer must pay no less than the loading or penalty in the relevant transitional minimum wage instrument or award-based transitional instrument for the classification concerned.

A.5.3 The difference between the loading or penalty in this award and the rate in clause A.5.2 is referred to as the transitional percentage.
A.5.4 From the following dates the employer must pay no less than the loading or penalty in this award minus the specified proportion of the transitional percentage:

**First full pay period on or after**

<table>
<thead>
<tr>
<th>Date</th>
<th>Proportion</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 July 2010</td>
<td>80%</td>
</tr>
<tr>
<td>1 July 2011</td>
<td>60%</td>
</tr>
<tr>
<td>1 July 2012</td>
<td>40%</td>
</tr>
<tr>
<td>1 July 2013</td>
<td>20%</td>
</tr>
</tbody>
</table>

A.5.5 These provisions cease to operate from the beginning of the first full pay period on or after 1 July 2014.

A.6 Loadings and penalty rates – existing loading or penalty rate higher

A.6.1 The following transitional arrangements apply to an employer which, immediately prior to 1 January 2010:

(a) was obliged,

(b) but for the operation of an agreement-based transitional instrument or an enterprise agreement would have been obliged, or

(c) if it had been an employer in the industry or of the occupations covered by this award would have been obliged

by the terms of a transitional minimum wage instrument or an award-based transitional instrument to pay a particular loading or penalty at a higher rate than the equivalent loading or penalty in this award, or to pay a particular loading or penalty and there is no equivalent loading or penalty in this award, for any classification of employee.

A.6.2 Prior to the first full pay period on or after 1 July 2010 the employer must pay no less than the loading or penalty in the relevant transitional minimum wage instrument or award-based transitional instrument.

A.6.3 The difference between the loading or penalty in this award and the rate in clause A.6.2 is referred to as the transitional percentage. Where there is no equivalent loading or penalty in this award, the transitional percentage is the rate in A.6.2.

A.6.4 From the following dates the employer must pay no less than the loading or penalty in this award plus the specified proportion of the transitional percentage:

**First full pay period on or after**

<table>
<thead>
<tr>
<th>Date</th>
<th>Proportion</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 July 2010</td>
<td>80%</td>
</tr>
<tr>
<td>1 July 2011</td>
<td>60%</td>
</tr>
<tr>
<td>1 July 2012</td>
<td>40%</td>
</tr>
<tr>
<td>1 July 2013</td>
<td>20%</td>
</tr>
</tbody>
</table>

A.6.5 These provisions cease to operate from the beginning of the first full pay period on or after 1 July 2014.
A.7  **Loadings and penalty rates – no existing loading or penalty rate**

A.7.1 The following transitional arrangements apply to an employer not covered by clause A.5 or A.6 in relation to a particular loading or penalty in this award.

A.7.2 Prior to the first full pay period on or after 1 July 2010 the employer need not pay the loading or penalty in this award.

A.7.3 From the following dates the employer must pay no less than the following percentage of the loading or penalty in this award:

<table>
<thead>
<tr>
<th>Date</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>First full pay period on or after 1 July 2010</td>
<td>20%</td>
</tr>
<tr>
<td>1 July 2011</td>
<td>40%</td>
</tr>
<tr>
<td>1 July 2012</td>
<td>60%</td>
</tr>
<tr>
<td>1 July 2013</td>
<td>80%</td>
</tr>
</tbody>
</table>

A.7.4 These provisions cease to operate from the beginning of the first full pay period on or after 1 July 2014.

A.8  **Former Division 2B employers**

[A.8 inserted by PR503627 ppc 01Jan11]

A.8.1 This clause applies to an employer which, immediately prior to 1 January 2011, was covered by a Division 2B State award.

A.8.2 All of the terms of a Division 2B State award applying to a Division 2B employer are continued in effect until the end of the full pay period commencing before 1 February 2011.

A.8.3 Subject to this clause, from the first full pay period commencing on or after 1 February 2011 a Division 2B employer must pay no less than the minimum wages, loadings and penalty rates which it would be required to pay under this Schedule if it had been a national system employer immediately prior to 1 January 2010.

A.8.4 Despite clause A.8.3, where a minimum wage, loading or penalty rate in a Division 2B State award immediately prior to 1 February 2011 was lower than the corresponding minimum wage, loading or penalty rate in this award, nothing in this Schedule requires a Division 2B employer to pay more than the minimum wage, loading or penalty rate in this award.

A.8.5 Despite clause A.8.3, where a minimum wage, loading or penalty rate in a Division 2B State award immediately prior to 1 February 2011 was higher than the corresponding minimum wage, loading or penalty rate in this award, nothing in this Schedule requires a Division 2B employer to pay less than the minimum wage, loading or penalty rate in this award.

A.8.6 In relation to a Division 2B employer this Schedule commences to operate from the beginning of the first full pay period on or after 1 January 2011 and ceases to operate from the beginning of the first full pay period on or after 1 July 2014.
Schedule B—National Training Wage

[Varied by PR997966, PR509153, PR522984, PR536787, PR545787, PR551710, PR566802, PR579917; deleted by PR593890 ppc 01Jul17]
Schedule C—Part-day Public Holidays

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

C.1 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 C.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 C.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.
PART B—VESSELS GRANTED A TEMPORARY LICENCE

[Heading and preamble to Part B substituted by PR530596 ppc 21Aug12; (preamble to Part B substituted by PR538111 quashed by PR543695)]

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

Part 7—Minimum Wages and Related Matters

25. Classifications and minimum wage rates

[24 varied by PR997966, PR509153, PR522984, PR532521, PR536787; 24 renumbered as 25 by PR546129 ppc 01Jan14; varied by PR551710; substituted by PR554316, PR566802 ppc 01Jul15; varied by PR579917, PR592225, PR606448, PR707554 ppc 01Jul19]

The classifications and minimum wages for an employee are set out in the following table:

<table>
<thead>
<tr>
<th>Classification</th>
<th>Minimum weekly wage $</th>
</tr>
</thead>
<tbody>
<tr>
<td>Master</td>
<td>1,417.60</td>
</tr>
<tr>
<td>Chief engineer</td>
<td>1,394.30</td>
</tr>
<tr>
<td>First mate/First engine</td>
<td>1,208.80</td>
</tr>
<tr>
<td>Second mate/Second engineer/Radio Officer/Electrical Engineer</td>
<td>1,118.90</td>
</tr>
<tr>
<td>Third mate/Third engineer</td>
<td>1,072.40</td>
</tr>
<tr>
<td>Chief integrated rating/Bosun/Chief cook/Chief steward/Carpenter/Fitter/Repairer/Donkeyman/Electrician</td>
<td>1,014.70</td>
</tr>
<tr>
<td>Integrated rating/Able seaman/Fireman/Motorman/Pumpman/</td>
<td>924.70</td>
</tr>
<tr>
<td>Oiler greaser/Steward</td>
<td></td>
</tr>
<tr>
<td>OS/Wiper/Deckboy/Catering Boy/2nd Cook/Messroom Steward</td>
<td>779.90*</td>
</tr>
</tbody>
</table>

* Minimum wage for 40 hours

26. Allowances

[Varied by PR998162, PR509274, PR523104, PR536907; 25 renumbered as 26 by PR546129 ppc 01Jan14; varied by PR551830, PR566931, PR579629, PR592375, PR606598, PR704208, PR707767]

[25.1 varied by PR998162, PR509274, PR523104, PR536907, 26.1 varied by PR551830, PR566931, PR579629, PR592375, PR606598, PR704208, PR707767 ppc 01Jul19]

26.1 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.
26.2 The monetary amount in 26.1 will be treated as a personal effects allowance and will be adjusted in accordance with clause 14.14.

Part 8—Hours of Work and Related Matters

27. Ordinary hours of work

The ordinary hours of work will be eight hours per day from Monday to Friday.

27.2 All hours worked in excess of eight hours per day from Monday to Friday will be paid as overtime.

27.3 All hours worked on Saturdays, Sundays and public holidays will be paid for as overtime.

28. Overtime

All overtime worked will be paid at time and a quarter.

29. Rest periods

Each employee will have a minimum of 10 hours’ rest in any 24 hour period and 77 hours in any seven day period.

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.

The hours of rest may be divided into no more than two periods, one of which will be at least six hours in length, and the interval between consecutive periods of rest must not exceed 14 hours.

Part 9—Leave and Public Holidays

30. Leave

Notwithstanding the NES, each employee will be entitled to payment of leave of eight days for each completed month of service and pro rata for any shorter period.
31. Public holidays

[30 renumbered as 31 by PR546129 ppc 01Jan14]

31.1 Public holidays are provided for in the NES.

31.2 Where a public holiday falls on a Saturday or Sunday, the following working days will be observed as a public holiday.

31.3 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 D—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 E—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___

Link to PDF copy of Agreement to Cash Out Annual Leave.