

Maritime Offshore Oil and Gas Award 2010

This Fair Work Commission consolidated modern award incorporates all amendments up to and including 19 December 2019 ([PR715191](#)).

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

Schedule C—Part-day Public Holidays

Current review matter(s): [AM2014/47](#); [AM2014/77](#); [AM2014/190](#); [AM2014/196](#); [AM2014/197](#); [AM2014/301](#); [AM2015/2](#), [AM2016/8](#); [AM2016/15](#); [AM2016/17](#)

Table of Contents

[Varied by [PR991595](#), [PR994463](#), [PR532631](#), [PR544519](#), [PR546288](#), [PR557581](#), [PR573679](#), [PR588747](#), [PR609410](#), [PR610251](#), [PR701489](#)]

Part 1— Application and Operation.....	3
1. Title	3
2. Commencement and transitional	3
3. Definitions and interpretation.....	4
4. Coverage.....	7
5. Access to the award and the National Employment Standards	8
6. The National Employment Standards and this award	8
7. Individual flexibility arrangements	8
Part 2— Consultation and Dispute Resolution.....	10
8. Consultation about major workplace change	10
8A. Consultation about changes to rosters or hours of work	11
9. Dispute resolution.....	11
Part 3— Types of Employment and Termination of Employment.....	12
10. Types of employment.....	12
11. Termination of employment.....	13
12. Redundancy	13
Part 4— Minimum Wages and Related Matters	14
13. Classifications and minimum wage rates	14
14. Allowances	20
15. Payment of wages.....	27
16. National training wage	28

Part 5— Hours of Work and Related Matters	28
17. Superannuation	28
18. Hours of work	28
18A. Requests for flexible working arrangements	29
Part 6— Leave and Public Holidays	30
19. Leave factor	30
20. Personal/carer’s leave and compassionate leave	32
21. Community service leave.....	32
22. Public holidays.....	32
23. Annual leave	32
24. Leave to deal with Family and Domestic Violence	34
Schedule A —Transitional Provisions.....	36
Schedule B —National Training Wage	41
Schedule C —Part-day Public Holidays	42
Schedule D —Agreement to Take Annual Leave in Advance	44
Schedule E —Agreement to Cash Out Annual Leave	45

Part 1—Application and Operation

1. Title

This award is the *Maritime Offshore Oil and Gas Award 2010*.

2. Commencement and transitional

[Varied by [PR991595](#), [PR542206](#)]

2.1 This award commences on 1 January 2010.

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 [PR542206](#) 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 [PR542206](#) 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 varied by [PR542206](#) ppc 04Dec13]

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 [PR994463](#), [PR997772](#), [PR503735](#), [PR546069](#)]

3.1 In this award, unless the contrary intention appears:

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

[Definition of **agreement-based transitional instrument** inserted by [PR994463](#) from 01Jan10]

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

at sea means being outside the harbour limits of a port, on location or the time between entering and leaving a port on the same day

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

day means from 12 midnight to the following 12 midnight

[Definition of **default fund employee** inserted by [PR546069](#) 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 [PR546069](#) 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 [PR503735](#) 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

[Definition of **employer** substituted by [PR997772](#) from 01Jan10]

employer means national system employer within the meaning of the Act

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

floating production facility is a floating vessel usually engaged at sea, whether propelled or non-propelled, and which may be disconnectable or permanently fixed to

Maritime Offshore Oil and Gas Award 2010

a mooring riser and which is used to recover, receive, process, store and despatch hydrocarbons to a shuttle tanker

home port means a port at which the employee was engaged or any other port mutually agreed

in port means within the time after arrival providing the vessel does not depart the same day

location means a place at sea where a floating production facility is usually attached to a mooring riser. It includes on location and means attending or standing by oil rigs, platforms, floating production facilities or other vessels engaged in or in association with offshore oil and gas operations whether the attending vessel is under way or at anchor or secured to another vessel or structure whether inside or outside the defined limits of a port. Where a vessel is a MODU, location means the area in which the MODU is to drill.

main port means one of the following: Brisbane, Cairns, Darwin, Fremantle, Hobart, Launceston, Melbourne, Newcastle, Port Adelaide, Port Kembla, Sydney, Townsville, Broome, Port Hedland, Dampier, Withnell Bay or Barry Beach

maritime offshore oil and gas industry means the operation, utilisation, control, maintenance, repair, and service of vessels (as defined) in or in connection with offshore oil and gas operations

MODU means a Mobile Offshore Drilling Unit

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

non-propelled vessel means a MODU which is provided with personnel in accordance with Marine Order 47 as recognised by the Australian Maritime Safety Authority

officer means a person engaged or employed by an employer in the classification or capacity of deck officer or marine engineer

[Definition of **on-hire** inserted by [PR994463](#) from 01Jan10]

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

port includes a bay, a river, a roadstead, a place and a harbour

rating means a person engaged or employed by an employer in the classification or capacity of Chief Integrated Rating, Integrated Rating, Marine Cook, Chief Steward/Caterer or Caterer

repatriation means the provision by the employer, at the employer's cost, of transport to and from the home port

seismic survey vessel means a vessel whose primary function is the collection of data utilising survey techniques

Maritime Offshore Oil and Gas Award 2010

specialist vessel means a vessel, not otherwise defined by this clause, designed or required to undertake specific operations in the maritime offshore oil and gas industry e.g. specialist dive support vessel or specialist pipelaying vessel

standard rate means the minimum salary for Integrated Rating on support vessels—Division 1 in clause 13.1 divided by 52

stand-by/utility vessel means a vessel whose function is the provision of a safety and rescue service to offshore oil and gas installations

supply vessel means a vessel designed and equipped for its primary function of transporting cargo and supplies to and from rigs, platforms, offshore installations or other vessels engaged in or in association with offshore oil and gas operations

support vessel means a vessel designed and equipped to perform anchor handling tug support that is engaged in or in association with offshore oil and gas operations and provides all related services such as anchor handling, towage, carriage of cargo, underwater inspection, seabed clearance, remotely operated vehicle operations, pipe reel operations, etc.

Support vessel—Division 1 means a support vessel whose length is 64 metres or less

Support vessel—Division 2 means a support vessel whose length is more than 64 metres

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

tow means for an anchored MODU the time between the lifting of the last anchor and the setting of the first anchor and for a jack up MODU the time during which the MODU is clear of the seabed and not anchored

[Definition of **transitional minimum wage instrument** inserted by [PR994463](#) from 01Jan10]

transitional minimum wage instrument has the meaning in the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth)

vessel means a propelled or non-propelled vessel that may, but is not limited to, be used in navigation, construction or drilling and includes a ship, barge, drilling vessel or rig, crane vessel, floating production facility, tug boat, support vessel, supply vessel, stand-by/emergency vessel, pipe laying vessel, diving support vessel, lighter or like vessels, or any other vessel used in offshore and gas operations

vessels engaged in operations in the north-west shelf coastal areas means tugs, and shallow draught vessels, such as landing craft, utility vessels and multifunction vessels operated by an employer in or in association with oil and gas operations in the north-west shelf coastal areas:

- coastal areas and islands between North West Cape and Dampier Archipelago;
- coastal areas and islands enclosed by latitudes 20° and 22° south, longitudes 114° and 117° east; and
- coastal areas associated with Onslow and local oil and gas field developments (including Barrow, Thevenard, Airlie and Lowendal Islands)

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

4. Coverage

[Varied by [PR994463](#)]

- 4.1** This industry award covers employers throughout Australia who are engaged in the maritime offshore oil and gas industry and their employees in the classifications listed in clause 13—Classifications and minimum wage rates, to the exclusion of any other modern award.

4.2 Exclusions

The 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) an employee excluded from award coverage by the Act;

[4.2(c) inserted by [PR994463](#) from 01Jan10]

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

[4.2(c) renumbered as 4.2(d) by [PR994463](#) from 01Jan10]

- (d) employers covered by the following awards:
 - (i) *Coal Export Terminals Award 2010*;
 - (ii) *Dredging Industry Award 2010*;
 - (iii) *Manufacturing and Associated Industries and Occupations Award 2010*;
 - (iv) *Marine Towing Award 2010*;
 - (v) *Port Authorities Award 2010*;
 - (vi) *Ports, Harbours and Enclosed Water Vessels Award 2010*;
 - (vii) *Seagoing Industry Award 2010*; or
 - (viii) *Stevedoring Industry Award 2010*.

[4.3 and 4.4 inserted by [PR994463](#) from 01Jan10]

- 4.3** 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.

4.4 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.

[4.3 renumbered as 4.5 by [PR994463](#) from 01Jan10]

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 [PR542206](#); 7—Award flexibility renamed and substituted by [PR610251](#) 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:

Maritime Offshore Oil and Gas Award 2010

- (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 [PR610251](#) 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
- (f) the need for employees to be retrained or transferred to other work or locations;
or
- (g) job restructuring.

8.6 Where this award makes provision for alteration of any of the matters defined at clause 8.5, such alteration is taken not to have significant effect.

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

[8A inserted by [PR610251](#) 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 [PR542206](#); substituted by [PR610251](#) 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 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 employees; or
 - (ii) relief employees.
- (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 an average of 38 ordinary hours per week plus reasonable additional hours.

10.3 Relief employment

A relief employee is an employee who:

- (a) is engaged to cover one-off periods of relief; or
- (b) is engaged to work on a project with a finite life; and
- (c) receives, on a pro rata basis, equivalent pay and conditions to those of full-time employees.

11. Termination of employment

[11 substituted by [PR610251](#) ppc 01Nov18; varied by [PR713078](#)]

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 1—Period of notice

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

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

- (c) In 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.

[11.2 deleted by [PR713078](#) ppc 24Oct19]

[11.3 deleted by [PR713078](#) ppc 24Oct19]

12. Redundancy

[Substituted by [PR711476](#) 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.

Part 4—Minimum Wages and Related Matters

13. Classifications and minimum wage rates

[Varied by [PR997991](#), [PR509117](#), [PR522948](#), [PR530901](#), [PR531038](#), [PR531768](#), [PR536751](#), [PR551674](#), [PR566764](#), [PR579867](#), [PR592186](#), [PR606411](#), [PR707499](#)]

- 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.

Maritime Offshore Oil and Gas Award 2010

(a) Facilities

[13.1(a) varied by [PR997991](#), [PR509117](#), [PR522948](#), [PR536751](#), [PR551674](#), [PR566764](#), [PR579867](#), [PR592186](#), [PR606411](#), [PR707499](#) ppc 01Jul19]

Classification	Minimum salary	Aggregate overtime component	Aggregate annual salary
	\$	\$	\$
Master	70,732	52,905	123,637
Facility Master	70,732	52,905	123,637
Chief Engineer	74,165	55,479	129,644
Chief Officer	59,243	44,288	103,531
Second Officer	56,717	42,393	99,110
Second Engineer	63,904	47,784	111,688
Third Engineer	61,380	45,891	107,271
Electrical Engineer	61,380	45,891	107,271
Deck/Communication Officer	56,717	42,393	99,110
Chief Integrated Rating	57,597	43,054	100,651
Integrated Rating	54,726	40,900	95,626
Chief Caterer	57,597	43,054	100,651
Chief Cook	57,597	43,054	100,651
Cook	54,726	40,900	95,626
Chief Steward	57,597	43,054	100,651
Caterer	54,726	40,900	95,626

(b) Support vessels

[13.1(b) varied by [PR997991](#), [PR509117](#), [PR522948](#), [PR536751](#), [PR551674](#), [PR566764](#), [PR579867](#), [PR592186](#), [PR606411](#), [PR707499](#) ppc 01Jul19]

Classification	Minimum salary	Aggregate overtime component	Aggregate annual salary
	\$	\$	\$
Division 1—64 metres or less			
Master	67,744	42,790	110,534
First Mate	61,159	38,392	99,551
Second Mate	55,768	34,792	90,560
Chief Engineer	66,547	41,991	108,538
Second Engineer	61,159	38,392	99,551
Third Engineer	55,768	34,792	90,560
Integrated Rating	47,387	29,194	76,581

Maritime Offshore Oil and Gas Award 2010

Classification	Minimum salary	Aggregate overtime component	Aggregate annual salary
	\$	\$	\$
Division 2—more than 64 metres			
Master	71,937	45,590	117,527
First Mate	64,887	40,882	105,769
Second Mate	59,122	37,032	96,154
Chief Engineer	70,654	44,734	115,388
Second Engineer	64,887	40,882	105,769
Third Engineer	59,122	37,032	96,154
Integrated Rating	50,154	31,042	81,196

(c) Supply vessels

[13.1(c) varied by [PR997991](#), [PR509117](#), [PR522948](#), [PR536751](#), [PR551674](#), [PR566764](#), [PR579867](#), [PR592186](#), [PR606411](#), [PR707499](#) ppc 01Jul19]

Classification	Minimum salary	Aggregate overtime component	Aggregate annual salary
	\$	\$	\$
Master	63,554	39,991	103,545
Chief Engineer	62,438	39,246	101,684
First Mate/Second Engineer	57,427	35,899	93,326
Second Mate/Third Engineer	52,418	32,554	84,972
Integrated Rating	47,387	29,194	76,581

(d) Stand-by/utility vessels

[13.1(d) varied by [PR997991](#), [PR509117](#), [PR522948](#), [PR536751](#), [PR551674](#), [PR566764](#), [PR579867](#), [PR592186](#), [PR606411](#), [PR707499](#) ppc 01Jul19]

Classification	Minimum salary	Aggregate overtime component	Aggregate annual salary
	\$	\$	\$
Master	61,759	38,793	100,552
Chief Engineer	60,677	38,070	98,747
First Mate/Second Engineer	55,829	34,832	90,661
Integrated Rating	47,387	29,194	76,581

Maritime Offshore Oil and Gas Award 2010

(e) Self-propelled drilling vessels and thruster assisted vessels

[13.1(e) varied by [PR997991](#), [PR509117](#), [PR522948](#), [PR530901](#); corrected by [PR531038](#); varied by [PR536751](#), [PR551674](#); substituted by [PR566764](#) ppc 01Jul15; varied by [PR579867](#), [PR592186](#), [PR606411](#), [PR707499](#) ppc 01Jul19]

Classification	Minimum salary	Aggregate overtime component	Aggregate annual salary
	\$	\$	\$
Semi-submersible			
Master	67,744	42,790	110,534
First Mate	61,159	38,392	99,551
Second Mate	55,768	34,792	90,560
Radio Officer	55,768	34,792	90,560
Chief Engineer	66,547	41,991	108,538
Second Engineer	61,159	38,392	99,551
Third Engineer	55,768	34,792	90,560
Marine Electrician	55,768	34,792	90,560
Bosun/Chief Integrated Rating	52,777	32,793	85,570
Bosun's Mate	50,981	31,594	82,575
Integrated Rating	49,782	30,794	80,576
Provisional IR—under 18 years	29,188	17,039	46,227
Provisional IR—over 18 years	38,640	22,951	61,591
Chief Cook	52,777	32,793	85,570
Second Cook	49,782	30,794	80,576
Chief Caterer	52,777	32,793	85,570
Caterer	49,782	30,794	80,576
Drill ships			
Master	71,337	45,190	116,527
First Mate	64,359	40,529	104,888
Second Mate	58,642	36,711	95,353
Radio Officer	58,642	36,711	95,353
Chief Engineer	70,068	44,343	114,411
Second Engineer	64,359	40,529	104,888
Third Engineer	58,642	36,711	95,353
Marine Electrician	58,642	36,711	95,353

Maritime Offshore Oil and Gas Award 2010

Classification	Minimum salary	Aggregate overtime component	Aggregate annual salary
	\$	\$	\$
Bosun/Chief Integrated Rating	55,471	34,593	90,064
Bosun's Mate	53,566	33,320	86,886
Integrated Rating	52,296	32,473	84,769
Provisional IR—under 18 years	29,188	17,039	46,227
Provisional IR—over 18 years	38,640	22,951	61,591
Chief Cook	55,471	34,593	90,064
Second Cook	52,296	32,473	84,769
Chief Caterer	55,471	34,593	90,064
Caterer	52,296	32,473	84,769

(f) Seismic survey vessels

[13.1(f) varied by [PR997991](#), [PR509117](#), [PR522948](#), [PR530901](#); corrected by [PR531768](#); varied by [PR536751](#), [PR551674](#), [PR566764](#), [PR579867](#), [PR592186](#), [PR606411](#), [PR707499](#) ppc 01Jul19]

Classification	Minimum salary	Aggregate overtime component	Aggregate annual salary
	\$	\$	\$
Master	67,744	42,790	110,534
First Mate/Second Engineer	66,547	41,991	108,538
Second Mate/Third Engineer	61,159	38,392	99,551
Integrated Ratings	55,768	34,792	90,560
Chief Cook/Chief Caterer	51,578	31,994	83,572
Caterer Cook	47,387	29,194	76,581
Provisional IR—under 18 years	28,667	16,692	45,359
Provisional IR—over 18 years	38,640	22,897	61,537

Maritime Offshore Oil and Gas Award 2010

(g) Non-propelled MODUs under tow

[13.1(g) varied by [PR997991](#), [PR509117](#), [PR522948](#), [PR536751](#), [PR551674](#), [PR566764](#), [PR579867](#), [PR592186](#), [PR606411](#), [PR707499](#) ppc 01Jul19]

Classification	Minimum salary	Aggregate overtime component	Aggregate annual salary
	\$	\$	\$
Master	67,744	42,790	110,534
Mate	61,159	38,392	99,551
Integrated Rating	47,387	29,194	76,581

(h) Vessels engaged in operations in the north-west shelf coastal areas

[13.1(h) varied by [PR997991](#), [PR509117](#), [PR522948](#), [PR536751](#), [PR551674](#), [PR566764](#), [PR579867](#), [PR592186](#), [PR606411](#), [PR707499](#) ppc 01Jul19]

Classification	Minimum salary	Aggregate overtime component	Aggregate annual salary
	\$	\$	\$
Mary Anne tide or equivalent			
Master	63,554	39,991	103,545
Mate	57,427	35,899	93,326
Chief Engineer	62,438	39,246	101,684
Deckhand/Integrated Rating	47,387	29,194	76,581
Utility vessels including landing barges			
Master	60,677	37,857	98,534
Mate	54,004	33,884	87,888
Chief Engineer	59,465	36,635	96,100
Deckhand/Integrated Rating	47,387	29,194	76,581
Mooring assistant/utility vessels			
Master	57,745	36,111	93,856
Chief Engineer	56,590	35,182	91,772
Mate	51,394	31,663	83,057
Deckhand/Integrated Rating	47,387	29,194	76,581

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 such that they take into account all aspects and conditions of employment. The aggregate salaries are based on an even time roster of 12 hours per day over seven days of the week, travelling time and an allowance for miscellaneous functions. The aggregate salaries are based on:

- (a) all hours worked in excess of 7.6 hours per day are calculated on the basis of time and a half for the first two hours and double time thereafter;
- (b) Saturday work at time and a half for the first two hours and double time thereafter;
- (c) Sunday work at double time;
- (d) public holidays at time and a half which is applied to five public holidays given the even time roster; and
- (e) 63.38 equivalent ordinary hours pay per week.

14. Allowances

To view the current monetary amounts of work-related allowances refer to the [Allowances Sheet](#).

[Varied by [PR994463](#), [PR998097](#), [PR509238](#), [PR523068](#), [PR536871](#), [PR551794](#), [PR566895](#), [PR579590](#), [PR592341](#), [PR606564](#), [PR704169](#), [PR707727](#)]

14.1 Meal and accommodation allowance

[14.1(a) varied by [PR998097](#), [PR509238](#), [PR523068](#), [PR536871](#), [PR551794](#), [PR566895](#), [PR579590](#), [PR592341](#), [PR606564](#), [PR704169](#), [PR707727](#) ppc 01Jul19]

- (a) If an employee is required by the employer to take a meal or meals ashore, the employee will be reimbursed for meal costs on the following basis:

	\$
Breakfast	19.50
Lunch	23.39
Dinner	39.03

Provided that if the above allowances do not cover the receipted cost of meals in the accommodation provided by the employer then the employer will meet the reasonable cost of the employee's meal. Alcohol will not be included.

[14.1(b) varied by [PR998097](#); corrected by [PR507985](#); varied by [PR509238](#), [PR523068](#), [PR536871](#), [PR551794](#), [PR566895](#), [PR579590](#), [PR592341](#), [PR606564](#), [PR704169](#), [PR707727](#) ppc 01Jul19]

- (b) Employees who are required to live ashore away from their home port may elect to provide their own accommodation in which event they will be reimbursed an allowance of \$221.57 per day made up as follows:

	\$
Breakfast	19.50
Lunch	23.39

Maritime Offshore Oil and Gas Award 2010

	\$
Dinner	39.03
Accommodation	139.65

[14.1(c) substituted by [PR994463](#) from 01Jan10]

(c) Foreign port conditions

- (i) Two clear rest and recreation days will be allowed at the foreign port of call where a vessel is delivered overseas.
- (ii) The employer will reimburse the employee the cost of reasonable accommodation at the foreign port including bed, breakfast and laundry.

[14.1(c)(iii) varied by [PR998097](#), [PR509238](#), [PR523068](#), [PR536871](#), [PR551794](#), [PR566895](#), [PR579590](#), [PR592341](#), [PR606564](#), [PR704169](#), [PR707727](#) ppc 01Jul19]

- (iii) The employer will pay the employee a victualling allowance of \$152.14 per rest and recreation day.
- (iv) An employee's leave balance will remain unaffected by rest and recreation days.

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

14.2 Travel expenses

- (a) Unless provided by the employer, the employer will reimburse the employee the cost of repatriating to and from the employee's home port for the purpose of taking leave and to the employee's home port upon termination of their employment. Where an employee terminates their employment before completion of their first on duty cycle, the employee will be responsible for their own repatriation.

[14.2(b) varied by [PR998097](#), [PR523068](#), [PR536871](#), [PR551794](#), [PR566895](#), [PR606564](#), [PR704169](#), [PR707727](#) ppc 01Jul19]

- (b) An employee must be reimbursed for one taxi fare to the airport from their home and vice versa for the purposes of travelling to or from the vessel, upon production of receipt, up to a maximum of \$55.13 per trip.
- (c) Where an employee has to wait for four hours or more for a connecting flight whilst travelling between the vessel and their home port the employer will provide or reimburse the employee the cost of hotel accommodation where available.
- (d) In the event that the employer does not provide air travel the employee will be reimbursed the cost of economy class airfares.
- (e) Any additional travelling expenses reasonably incurred will be reimbursed.

14.3 Industrial and protective clothing

An employee will be reimbursed for one third of the cost of designated protective and industrial clothing. Unless provided by the employer, the employee will be reimbursed

the cost of two pairs of high visibility overalls per year, oil skins, sou'westers and sea boots.

14.4 Vessels wrecked or stranded

- (a) If a vessel in the course of a voyage becomes wrecked or stranded 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 2.94% of the standard rate per hour in addition to any other entitlement under this award.

[14.4(b) varied by [PR998097](#), [PR509238](#), [PR523068](#), [PR536871](#), [PR551794](#), [PR566895](#), [PR579590](#), [PR592341](#), [PR606564](#), [PR704169](#), [PR707727](#) ppc 01Jul19]

- (b) If under such conditions an employee sustains damage to or loses their equipment or personal effects, the employer will reimburse the employee for such loss, but the amount of the reimbursement will not exceed the sum of \$4410.

14.5 Damage to personal effects

Reimbursement to the extent of the damage sustained will be made by an employer to an employee in cases where an employee substantiates that in the course of work clothing or spectacles have been damaged or destroyed. Provided that this will not apply when an employee is entitled to workers compensation in respect of the damage.

14.6 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 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
 - (ii) 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 arise 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.

14.7 Study allowance

(a) Eligible employees

This allowance will apply to:

- (i) an employee Deck Officer who goes ashore to study and sit for an approved course of study qualifying such employee as a First Mate or Master of a ship;

Maritime Offshore Oil and Gas Award 2010

- (ii) an employee Marine Engineer, Marine Electrician or Electrical Engineer, who goes ashore to study and sit for an approved course of study of Marine Engineering; and
 - (iii) an employee Integrated Rating, who goes ashore to study and sit for an approved course of study to qualify such an employee as a Deck Officer or Marine Engineer.
- (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 14.7(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 provides 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 aggregate wages for the authorised period of study.
- (ii) For approved study during a 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 14.7(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 14.7(d)(i). For these purposes, the employee's salary rate will be that 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

Maritime Offshore Oil and Gas Award 2010

to the following living away from home allowance during the authorised period of study:

[14.7(e)(i) varied by [PR998097](#), [PR523068](#), [PR536871](#), [PR551794](#), [PR566895](#), [PR606564](#), [PR704169](#), [PR707727](#) ppc 01Jul19]

(i) \$126.40 per week; or

[14.7(e)(ii) varied by [PR994463](#), [PR998097](#), [PR523068](#), [PR536871](#), [PR551794](#), [PR566895](#), [PR606564](#), [PR704169](#), [PR707727](#) ppc 01Jul19]

(ii) \$178.24 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).

14.8 **Medicals and passport**

(a) 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 for the cost of the prescribed fees by the employer.

(b) An employee who is required by the employer to have and maintain a valid passport, any necessary visas and necessary vaccinations will be reimbursed by the employer for all reasonable charges, fees and expenses incurred by the employee in this respect.

14.9 **Allowances specific to vessels other than floating production facilities**

(a) **Shared accommodation allowance**

Where a crew member is required to share a cabin and is not already in receipt of any monetary consideration, they will be entitled to an additional allowance of 4.19% of the [standard rate](#) per day on each day they are so required to share accommodation.

(b) **Vessels temporarily engaged in carriage and handling of cargo allowance**

Where a stand-by vessel is required to handle and carry cargo to or from an offshore installation an additional allowance of 5.57% of the [standard rate](#) per day will be payable to all crew members in full compensation of all additional duties.

(c) Hard-lying allowance

An allowance of 5.24% of the [standard rate](#) per day will be payable to crew members accommodated on board in a two berth cabin and an allowance of 8.39% of the [standard rate](#) per day will be payable to crew members accommodated on board in a four berth cabin.

- (d)** These allowances cover all circumstances associated with living on board a self-propelled drilling vessel.

14.10 Allowances specific to floating production facilities

(a) Communication allowance

An allowance of 0.5% of the [standard rate](#) per completed fortnight will be paid to all employees to facilitate communication between the employer and employee.

(b) Keep allowance

The employer will accommodate and keep the employee upon the facility at the employer's cost, or reimburse the employee for expenses incurred on the facility.

(c) Personal accident insurance allowance

[14.10(c) varied by [PR998097](#), [PR509238](#), [PR523068](#), [PR536871](#), [PR551794](#), [PR566895](#), [PR579590](#), [PR592341](#), [PR606564](#), [PR704169](#), [PR707727](#) ppc 01Jul19]

Except where it is provided, the employer must reimburse the employee for a death and personal accident insurance cover of \$136,035 for each employee's employment. Subject to the terms and exclusions of the policy or policies the cover provided will be based on the following:

- (i)** the schedule of compensation will contain provision for the following payments:
- in the case of temporary total disablement—an amount equivalent to an employee's ordinary award salary; or
 - in the case of temporary partial disablement—an amount of payment equivalent to an employee's ordinary award salary or an amount equivalent to 0.25% of the cover, whichever is the lesser amount,
- provided that payments made pursuant to the schedule of compensation must not exceed 100 weeks.
- (ii)** geographical limits—for accidents to be world-wide;
- (iii)** age coverage—16 to 64 years;
- (iv)** exemptions—charter aircraft, helicopters and motorcycles not to be exempt; and
- (v)** maximum liability—policies to have a liability sufficient to cover all lives involved in any one accident.

(d) Personal illness insurance allowance

Except where it is provided, the employer will reimburse the employee for insurance against loss of salary where an employee is unable to commence a duty period due to an illness, and where that illness does not attract any benefits pursuant to sections 123 to 134 of the *Navigation Act 1912* (Cth). Subject to the policy or policies purchased, the insurance will be based on the following conditions:

- (i) the insurance will commence from the time that an employee is unable to commence a duty period because of illness;
- (ii) during a period covered by this insurance an employee will neither accrue nor use leave;
- (iii) over the period of the insurance the employee will receive 65% of their normal award salary and loading if applicable;
- (iv) the insurance will not apply unless the employee is unfit for duty for more than seven on duty days from the commencement of the duty period;
- (v) in relation to any one illness the insurance will cease three calendar months from the commencement date or when the employee is certified as fit to resume duty by a qualified medical practitioner, whichever is the sooner; and.
- (vi) no medical expenses are payable under this insurance.

14.11 Adjustment of expense related allowances

[14.11 substituted by [PR994463](#) from 01Jan10]

- (a) At the time of any adjustment to the [standard rate](#), each expense related allowance will be increased by the relevant adjustment factor. The relevant adjustment factor for this purpose is the percentage movement in the applicable index figure most recently published by the Australian Bureau of Statistics since the allowance was last adjusted.
- (b) The applicable index figure is the index figure published by the Australian Bureau of Statistics for the Eight Capitals Consumer Price Index (Cat No. 6401.0), as follows:

Allowance	Applicable Consumer Price Index figure
Accommodation allowance	Domestic holiday travel and accommodation sub-group
Fares allowance	Domestic holiday travel and accommodation sub-group
Living away from home allowance	Domestic holiday travel and accommodation sub-group
Meal allowance	Take away and fast foods sub-group

Allowance	Applicable Consumer Price Index figure
Personal accident and insurance allowance	All groups
Victualling allowance	Take away and fast foods sub-group

15. Payment of wages

[Varied by [PR610120](#)]

- 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 bank (or other recognised financial institution) nominated by the employee.
- 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 Payment on termination of employment

[15.4 inserted by [PR610120](#) ppc 01Nove18]

- (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

[Varied by [PR991595](#); substituted by [PR593862](#) ppc 01Jul17; varied by [PR606411](#), [PR707499](#) ppc 01Jul19]

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

[16.2 varied by [PR606411](#), [PR707499](#) 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 *Maritime Offshore Oil and Gas Award 2010* and not the *Miscellaneous Award 2010*.

Part 5—Hours of Work and Related Matters

17. Superannuation

[New 17 inserted by [PR546069](#) 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.

18. Hours of work

[17 renumbered as 18 by [PR546069](#) ppc 01Jan14]

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

18.1 Ordinary hours of work

The ordinary hours of work will be eight hours per day Monday to Sunday, subject to the employer's right to extend the employee's ordinary hours of duty to 12 hours per day.

18.2 For the purposes of the NES an employee's weekly hours may be averaged over a period of 52 weeks.

18.3 Maximum working hours

In the case of rig shift, major machinery breakdown or in the case of an emergency employees may be required to work beyond 12 hours provided:

- (a) an employee must not be required to be continuously on active duty for more than 18 hours;
- (b) where an employee has been continuously on active duty for 18 hours they must not be required for further duty until they have had for the purpose of rest, a period of 10 consecutive hours off duty inclusive of meal breaks; and
- (c) continuous duty for the purpose of this clause is not broken by meal times or breaks of not more than four hours which include a meal break.

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

18.5 An employee is entitled to an unpaid meal break of not less than 30 minutes for each meal. Employees may be required to curtail their meal breaks where operational requirements of the vessel dictate.

18.6 Breaks will be scheduled by the Master based upon operational requirements so as to ensure continuity of operations. The employer will not require an employee to work more than six hours before the first meal is taken or between subsequent meal breaks, if any.

18A. Requests for flexible working arrangements

[18A inserted by [PR701489](#) ppc 01Dec18]

18A.1 Employee may request change in working arrangements

Clause 18A 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 18A is an addition to s.65.

18A.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)).

18A.3 What the written response must include if the employer refuses the request

Clause 18A.3 applies if the employer refuses the request and has not reached an agreement with the employee under clause 18A.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 18A.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.

18A.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 18A.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.

18A.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 18A, can be dealt with under clause 9—Dispute resolution.

Part 6—Leave and Public Holidays

19. Leave factor

[18 renumbered as 19 by [PR546069](#) ppc 01Jan14]

19.1 Leave factor and entitlement to leave

- (a) Subject to clause 19.2(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 1.153 of a day's leave without loss of pay.
 - (i) The on duty period commences the day the employee joins the vessel; and
 - (ii) the off duty period commences the day the employee leaves the vessel.

- (b) The extent to which the leave granted is more or less than that actually due will be debited or credited to the employee as less or additional leave.

19.2 Calculation of leave entitlement

- (a) The leave entitlement in clause 19.1 gives effect to, amongst other things:
 - (i) leave with pay for weekends and public holidays worked;
 - (ii) annual leave with pay of five weeks per year;
 - (iii) personal/carer's leave;
 - (iv) compassionate leave; and
 - (v) time spent travelling in off duty time.
- (b) Where in connection with a crew change an employee spends more than one off duty day travelling to or from the vessel, the employee will accrue a day off for each additional day or part thereof spent.
- (c) In acknowledgement that the swing off day is an off duty day under the provisions of this clause and that an employee may be required to perform duties for all or part of the day, the employee will be entitled to an additional payment of one day's pay at the employee's normal rate of pay as full compensation for any work performed on each such crew change day.
- (d) The maximum time off an employee may accrue under this clause is 105 days. Unless agreement has been reached between the employee and employer, an employee will be required to take time off to ensure that the maximum of 105 days is not exceeded. Provided that where an employee who is scheduled on the basis of four weeks on, four weeks off, the maximum accrual will be 84 days.

19.3 Taking of leave

- (a) Any extended period of time off (i.e. outside of the normal swing) is to be taken at a mutually agreed time, having regard to the operational necessity of ensuring that only part of the permanent crew members in each department on the vessel take such time off at any one time, to ensure the continued operational efficiency of the vessel.
- (b) When proceeding on an extended period of time off, it will be the responsibility of the employee to ensure that they have sufficient entitlements due to enable them to draw continuous pay up to the day of the regular crew change when they are due to rejoin the vessel.
- (c) The extent to which time off granted is more or less than that due will be debited or credited to the employee as less or additional time off to be granted; provided that the employee may not be required to take more than seven days of leave in advance.

19.4 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.

20. Personal/carer's leave and compassionate leave

[19 renumbered as 20 by [PR546069](#) ppc 01Jan14]

- 20.1** Clause 19.1 of this award gives full effect to the NES entitlements to personal/carer's leave and compassionate leave.
- 20.2** Arrangements for taking of sick leave will be governed by the *Navigation Act 1912* (Cth).
- 20.3** Upon request, in the event of serious illness or death of a member of the employee's immediate family, the employer will repatriate the employee to the employee's home port as soon as reasonably practicable. The employer will endeavour to fill the resulting vacancy as promptly as possible.

21. Community service leave

[20 renumbered as 21 by [PR546069](#) ppc 01Jan14]

Community service leave is provided for in the NES.

22. Public holidays

[21 renumbered as 22 by [PR546069](#) ppc 01Jan14]

Clause 19.1 of this award gives full effect to the NES entitlements to public holidays.

23. Annual leave

[22 renumbered as 23 by [PR546069](#) ppc 01Jan14; 23 varied by [PR588747](#)]

[Paragraph renumbered as 23.1 by [PR588747](#) ppc 20Dec16]

23.1 Clause 19.1 of this award gives full effect to the NES entitlements to annual leave.

23.2 Annual leave in advance

[23.2 inserted by [PR588747](#) 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 23.2 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 23.2 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 23.2, 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.

23.3 Cashing out of annual leave

[23.3 inserted by [PR588747](#) ppc 20Dec16]

- (a) Paid annual leave must not be cashed out except in accordance with an agreement under clause 23.3.
- (b) Each cashing out of a particular amount of paid annual leave must be the subject of a separate agreement under clause 23.3.
- (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 23.3 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 23.3 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 23.3 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 23.3.

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 23.3.

Note 3: An example of the type of agreement required by clause 23.3 is set out at Schedule E. There is no requirement to use the form of agreement set out at Schedule E.

24. Leave to deal with Family and Domestic Violence

[24 inserted by [PR609410](#) ppc 01Aug18]

24.1 This clause applies to all employees, including casuals.

24.2 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 24.2(a) includes a former spouse or de facto partner.

24.3 Entitlement to unpaid leave

An employee is entitled to 5 days' unpaid leave to deal with family and domestic violence, as follows:

- (a) the leave is available in full at the start of each 12 month period of the employee's employment; and
- (b) the leave does not accumulate from year to year; and
- (c) 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.

24.4 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.

24.5 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.

24.6 Notice and evidence requirements

(a) Notice

An employee must give their employer notice of the taking of leave by the employee under clause 24. 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 24 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 24.4.

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.

24.7 Confidentiality

- (a) Employers must take steps to ensure information concerning any notice an employee has given, or evidence an employee has provided under clause 24.6 is treated confidentially, as far as it is reasonably practicable to do so.
- (b) Nothing in clause 24 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.

24.8 Compliance

An employee is not entitled to take leave under clause 24 unless the employee complies with clause 24.

Schedule A—Transitional Provisions

[Varied by [PR991595](#), [PR503735](#)]

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

1 July 2010	80%
1 July 2011	60%
1 July 2012	40%
1 July 2013	20%

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

1 July 2010	80%
1 July 2011	60%
1 July 2012	40%
1 July 2013	20%

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

1 July 2010	80%
1 July 2011	60%
1 July 2012	40%
1 July 2013	20%

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

1 July 2010	80%
1 July 2011	60%
1 July 2012	40%
1 July 2013	20%

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:

First full pay period on or after

1 July 2010	20%
1 July 2011	40%
1 July 2012	60%
1 July 2013	80%

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 [PR503735](#) 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 [PR991595](#), [PR994463](#), [PR997991](#), [PR509117](#), [PR522948](#), [PR536751](#), [PR545787](#), [PR551674](#), [PR566764](#), [PR579867](#); deleted by [PR593862](#) ppc 01Jul17]

Schedule C—Part-day Public Holidays

[Sched C inserted by [PR532631](#) ppc 23Nov12; renamed and varied by [PR544519](#) ppc 21Nov13; renamed and varied by [PR557581](#), [PR573679](#), [PR580863](#), [PR598110](#), [PR701683](#) ppc 21Nov18; varied by [PR715191](#)]

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

[C.1 varied by [PR715191](#) ppc 18Nov19]

C.1 Where a part-day public holiday is declared or prescribed between 6.00 pm and midnight, or 7.00 pm and midnight on Christmas Eve (24 December in each year) or New Year's Eve (31 December in each year) the following will apply on Christmas Eve and New Year's Eve and will override any provision in this award relating to public holidays to the extent of the inconsistency:

- (a) All employees will have the right to refuse to work on the part-day public holiday if the request to work is not reasonable or the refusal is reasonable as provided for in the NES.

[C.1(b) varied by [PR715191](#) ppc 18Nov19]

- (b) Where a part-time or full-time employee is usually rostered to work ordinary hours on the declared or prescribed part-day public holiday but as a result of exercising their right under the NES does not work, they will be paid their ordinary rate of pay for such hours not worked.

[C.1(c) substituted by [PR715191](#) ppc 18Nov19]

- (c) Where a part-time or full-time employee is usually rostered to work ordinary hours on the declared or prescribed part-day public holiday but as a result of being on annual leave does not work, they will be taken not to be on annual leave during the hours of the declared or prescribed part-day public holiday that they would have usually been rostered to work and will be paid their ordinary rate of pay for such hours.

[C.1(d) varied by [PR715191](#) ppc 18Nov19]

- (d) Where a part-time or full-time employee is usually rostered to work ordinary hours on the declared or prescribed part-day public holiday, but as a result of having a rostered day off (RDO) provided under this award, does not work, the employee will be taken to be on a public holiday for such hours and paid their ordinary rate of pay for those hours.

[C.1(e) varied by [PR715191](#) ppc 18Nov19]

- (e) Excluding annualised salaried employees to whom clause C.1(f) applies, where an employee works any hours on the declared or prescribed part-day public holiday they will be entitled to the appropriate public holiday penalty rate (if any) in this award for those hours worked.

[C.1(f) varied by [PR715191](#) ppc 18Nov19]

- (f) Where an employee is paid an annualised salary under the provisions of this award and is entitled under this award to time off in lieu or additional annual leave for work on a public holiday, they will be entitled to time off in lieu or pro-rata annual leave equivalent to the time worked on the declared or prescribed part-day public holiday.

Maritime Offshore Oil and Gas Award 2010

[C.1(g) varied by [PR715191](#) ppc 18Nov19]

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

Schedule D—Agreement to Take Annual Leave in Advance

[Schedule D inserted by [PR588747](#) ppc 20Dec16]

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

Name of employee: _____

Name of employer: _____

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

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

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

Signature of employee: _____

Date signed: ____/____/20____

Name of employer representative: _____

Signature of employer representative: _____

Date signed: ____/____/20____

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

I agree that:

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

Name of parent/guardian: _____

Signature of parent/guardian: _____

Date signed: ____/____/20____

Schedule E—Agreement to Cash Out Annual Leave

[Schedule E inserted by [PR588747](#) ppc 20Dec16]

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

Name of employee: _____

Name of employer: _____

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

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

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

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

Signature of employee: _____

Date signed: ____/____/20____

Name of employer representative: _____

Signature of employer representative: _____

Date signed: ____/____/20____

Include if the employee is under 18 years of age:

Name of parent/guardian: _____

Signature of parent/guardian: _____

Date signed: ____/____/20____