

The Exposure Draft was first published on 23 September 2014. Subsequent amendments to the draft are as follows:

Publication date	Reason for amendments	Clauses affected
30 October 2015	Incorporate changes resulting from [2014] FWCFB 9412 and PR557581	1.1, 1.5, 2.1,3.6, 5.1, 9.3(d) (deleted), 16, 17, 18, 19, 20, Schedule B, Schedule E, Schedule F.
	Incorporates changes resulting from [2015] FWCFB 3500 , PR566764 , PR566895	9, 10, 11, Schedule A, Schedule B
	Incorporate changes resulting from [2015] FWCFB 4658	1, 9, 14
	Incorporate changes resulting from [2015] FWCFB 6656	1.5
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13 June 2017	Correct error	19.2
	Incorporate changes resulting from [2016] FWCFB 3500 , PR579867 and PR579590	9, 10, 11, Schedule A, Schedule B
	Incorporate changes resulting from PR580863	Schedule E
	Incorporate changes resulting from PR588747	5.2(c), 5.2(d), 14.2, 14.3, Schedule C, Schedule D
Changes agreed to by parties appear in red text. Underlined text indicates new text that is to be included. Strikethrough text indicates existing text that is to be deleted.		

EXPOSURE DRAFT

Maritime Offshore Oil and Gas Award 2015

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

The review of this award in accordance with s.156 of the *Fair Work Act 2009* is being dealt with in matter [AM2014/77](#). Additionally a number of common issues are being dealt with by the Commission which may affect this award. Transitional provisions have not been included in this exposure draft pending the outcome of the review.

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

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Part 1—Application and Operation

1. Title and commencement

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

2. The National Employment Standards and this award

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

3. Coverage

- 3.1 This industry award covers employers throughout Australia in the maritime offshore oil and gas industry and their employees in the classifications listed in clause 9—Minimum wages and classifications to the exclusion of any other modern award.
- 3.2 The **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.
- 3.3 This award does not cover employers in the following industries:
- (a) *Coal Export Terminals Award 2015*;
 - (b) *Dredging Industry Award 2015*;
 - (c) *Manufacturing and Associated Industries and Occupations Award 2014/2015*;
 - (d) *Marine Towing Award 2015*;

- (e) *Port Authorities Award 2015*;
- (f) *Ports, Harbours and Enclosed Water Vessels Award 2015*;
- (g) *Seagoing Industry Award 2015*; or
- (h) *Stevedoring Industry Award 2015*.

3.4 This award covers any employer which supplies labour on an on-hire basis in the industry set out in clause 3.1 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.

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

3.6 This award does not cover:

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

3.7 Where an employer is covered by more than one award, an employee of that employer is covered by the award classification which is most appropriate to the work performed by the employee and to the environment in which the employee normally performs the work.

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

4. Award flexibility

4.1 Notwithstanding any other provision of this award, an employer and an individual employee may agree to vary the application of certain terms of this award to meet the genuine individual needs of the employer and the individual employee. The terms the employer and the individual employee may agree to vary the application of, are those concerning:

- (a) arrangements for when work is performed;
- (b) overtime rates;

- (c) penalty rates;
- (d) allowances; and
- (e) leave loading.

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

4.3 The agreement between the employer and the individual employee must:

- (a) be confined to a variation in the application of one or more of the terms listed in clause 4.1; and
- (b) result in the employee being better off overall at the time the agreement is made than the employee would have been if no individual flexibility agreement had been agreed to.

4.4 The agreement between the employer and the individual employee must also:

- (a) be in writing, name the parties to the agreement and be signed by the employer and the individual employee and, if the employee is under 18 years of age, the employee's parent or guardian;
- (b) state each term of this award that the employer and the individual employee have agreed to vary;
- (c) detail how the application of each term has been varied by agreement between the employer and the individual employee;
- (d) detail how the agreement results in the individual employee being better off overall in relation to the individual employee's terms and conditions of employment; and
- (e) state the date the agreement commences to operate.

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

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

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

4.8 The agreement may be terminated:

- (a) by the employer or the individual employee giving 13 weeks' notice of termination, in writing, to the other party and the agreement ceasing to operate at the end of the notice period; or
- (b) at any time, by written agreement between the employer and the individual employee.

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

- 4.9** The notice provisions in clause 4.8(a) only apply to an agreement entered into from the first full pay period commencing on or after 4 December 2013. An agreement entered into before that date may be terminated in accordance with clause 4.8(a), subject to four weeks' notice of termination.
- 4.10** The right to make an agreement pursuant to this clause is in addition to, and is not intended to otherwise affect, any provision for an agreement between an employer and an individual employee contained in any other term of this award.

5. Facilitative provisions

5.2(c) and (d) inserted in accordance with [PR588747](#)

- 5.1** A facilitative provision provides that the standard approach in an award provision may be departed from by agreement between an employer and an individual employee, or the majority of employees in the enterprise or part of the enterprise concerned.:-
- 5.2** Facilitative provisions in this award are contained in the following clause:
- (a) clause 10.5—Study allowance
 - (b) clause 13.3—Maximum leave accrual
 - (c) clause 14.2—Annual leave in advance
 - (d) clause 14.3—Cashing out of annual leave

Part 2—Types of Employment

6. Types of employment

- 6.1** Employees under this award will be employed in one of the following categories:
- (a) full-time employees; or
 - (b) relief employees.
- 6.2** At the time of engagement, an employer will inform each employee of the terms of their engagement and in particular whether they are to be full-time or relief employees.
- 6.3 Full-time employees**
- A full-time employee is engaged to work an average of 38 ordinary hours per week plus reasonable additional hours

6.4 Relief employees

A relief employee is engaged to work:

- (a) one-off periods of relief; or
- (b) on a project with a finite life; and

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

Part 3—Hours of Work

7. Ordinary hours of work

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

7.1 Ordinary hours

- (a) Ordinary hours are worked between Monday to Sunday.
- (b) For the purposes of [s.63](#) of the Act, an employee's weekly hours may be averaged over a period of up to 52 weeks.
- (c) Employees may be required to work up to eight ordinary hours per day. The employer may extend the employee's ordinary hours of duty to 12 hours per day.

7.2 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.

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

8. Breaks

8.1 Unpaid meal breaks

- (a) An employee is entitled to an unpaid meal break of not less than 30 minutes for each meal.

- (b) The employer will not require the employee to work more than six hours before the first meal break is taken, or between subsequent meal breaks, if any.
- (c) Employees may be required to curtail their meal breaks where operational requirements of the vessel dictate. Breaks will be scheduled by the Master based upon operational requirements so as to ensure continuity of operations.

Part 4—Wages and Allowances

9. Minimum wages and classifications

Rates updated as a result of AWR 2016.

9.1 Except as otherwise stated in this award, an employer must pay employees the following aggregate annual salaries:

(a) **Facilities**

Classification	Minimum salary	Aggregate overtime component	Aggregate annual salary
	\$	\$	\$
Master	64,230	48,042	112,272
Facility Master	64,230	48,042	112,272
Chief Engineer	67,348	50,380	117,728
Chief Officer	53,797	40,217	94,014
Second Officer	51,503	38,496	89,999
First Engineer	58,030	43,392	101,422
Second Engineer	55,738	41,672	97,410
Electrical Engineer	55,738	41,672	97,410
Deck/Communication Officer	51,503	38,496	89,999
Chief Integrated Rating	52,302	39,096	91,398
Integrated Rating	49,695	37,140	86,835
Chief Caterer	52,302	39,096	91,398
Chief Cook	52,302	39,096	91,398
Cook	49,695	37,140	86,835
Chief Steward	52,302	39,096	91,398
Caterer	49,695	37,140	86,835

(b) **Support vessels**

Classification	Minimum salary	Aggregate overtime component	Aggregate annual salary
	\$	\$	\$
Division 1—64 metres or less			
Master	61,517	38,857	100,374
First Mate	55,537	34,863	90,400
Second Mate	50,642	31,594	82,236
Chief Engineer	60,430	38,131	98,561
First Engineer	55,537	34,863	90,400
Second Engineer	50,642	31,594	82,236
Integrated Rating	43,031	26,511	69,542
Division 2—more than 64 metres			
Master	65,324	41,399	106,723
First Mate	58,923	37,124	96,047
Second Mate	53,687	33,628	87,315
Chief Engineer	64,159	40,622	104,781
First Engineer	58,923	37,124	96,047
Second Engineer	53,687	33,628	87,315
Integrated Rating	45,543	28,189	73,732

(c) **Supply vessels**

Classification	Minimum salary	Aggregate overtime component	Aggregate annual salary
	\$	\$	\$
Master	57,712	36,315	94,027
Chief Engineer	56,698	35,638	92,336
First Mate/-First Engineer	52,148	32,599	84,747
Second Mate/Second Engineer	47,599	29,561	77,160
Integrated Rating	43,031	26,511	69,542

(d) **Stand-by/utility vessels**

Classification	Minimum salary	Aggregate overtime component	Aggregate annual salary
	\$	\$	\$
Master	56,081	35,226	91,307
Chief Engineer	55,100	34,571	89,671

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Classification	Minimum salary	Aggregate overtime component	Aggregate annual salary
	\$	\$	\$
First Mate/-First Engineer	50,697	31,630	82,327
Integrated Rating	43,031	26,511	69,542

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

Classification	Minimum salary	Aggregate overtime component	Aggregate annual salary
	\$	\$	\$
Semi-submersible			
Master	61,517	38,857	100,374
First Mate	55,537	34,863	90,400
Second Mate	50,642	31,594	82,236
Radio Officer	50,642	31,594	82,236
Chief Engineer	60,430	38,131	98,561
First Engineer	55,537	34,863	90,400
Second Engineer	50,642	31,594	82,236
Marine Electrician	50,642	31,594	82,236
Bosun/Chief Integrated Rating	47,925	29,778	77,703
Bosun's Mate	46,294	28,689	74,983
Integrated Rating	45,206	27,963	73,169
Provisional IR—under 18 years	26,505	15,473	41,978
Provisional IR—over 18 years	35,088	20,841	55,929
Chief Cook	47,925	29,778	77,703
Second Cook	45,206	27,963	73,169
Chief Caterer	47,925	29,778	77,703
Caterer	45,206	27,963	73,169
Drill ships			
Master	64,779	41,035	105,814
First Mate	58,442	36,803	95,245
Second Mate	53,252	33,337	86,589
Radio Officer	53,252	33,337	86,589
Chief Engineer	63,627	40,267	103,894
First Engineer	58,442	36,803	95,245

Exposure draft – Maritime Offshore Oil and Gas Award 2015

Classification	Minimum salary	Aggregate overtime component	Aggregate annual salary
	\$	\$	\$
Second Engineer	53,252	33,337	86,589
Marine Electrician	53,252	33,337	86,589
Bosun/Chief Integrated Rating	50,372	31,413	81,785
Bosun's Mate	48,642	30,257	78,899
Integrated Rating	47,489	29,488	76,977
Provisional IR—under 18 years	26,505	15,473	41,978
Provisional IR—over 18 years	35,088	20,841	55,929
Chief Cook	50,372	31,413	81,785
Second Cook	47,489	29,488	76,977
Chief Caterer	50,372	31,413	81,785
Caterer	47,489	29,488	76,977

(f) Seismic survey vessels

Classification	Minimum salary	Aggregate overtime component	Aggregate annual salary
	\$	\$	\$
Master	61,517	38,857	100,374
First Mate/-First Engineer	60,430	38,131	98,561
Second Mate/-Second Engineer	55,537	34,863	90,400
Integrated Ratings	50,642	31,594	82,236
Chief Cook/Chief Caterer	46,837	29,053	75,890
Caterer Cook	43,031	26,511	69,542
Provisional IR—under 18 years	26,032	15,157	41,189
Provisional IR—over 18 years	35,088	20,792	55,880

(g) Non-propelled MODUs under tow

Classification	Minimum salary	Aggregate overtime component	Aggregate annual salary
	\$	\$	\$
Master	61,517	38,857	100,374.00

Classification	Minimum salary	Aggregate overtime component	Aggregate annual salary
	\$	\$	\$
Mate	55,537	34,863	90,400.00
Integrated Rating	43,031	26,511	69,542.00

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

Classification	Minimum salary	Aggregate overtime component	Aggregate annual salary
	\$	\$	\$
Mary Anne tide or equivalent			
Master	57,712	36,315	94,027.00
Mate	52,148	32,599	84,747.00
Chief Engineer	56,698	35,638	92,336.00
Deckhand/Integrated Rating	43,031	26,511	69,542.00
Utility vessels including landing barges			
Master	55,100	34,377	89,477.00
Mate	49,040	30,769	79,809.00
Chief Engineer	53,999	33,268	87,267.00
Deckhand/Integrated Rating	43,031	26,511	69,542.00
Mooring assistant/utility vessels			
Master	52,437	32,792	85,229.00
Chief Engineer	51,388	31,948	83,336.00
Mate	46,670	28,753	75,423.00
Deckhand/Integrated Rating	43,031	26,511	69,542.00

9.2 Classifications

The training, qualifications, roles and responsibilities of the classifications of employees included in the tables in clause 9.1—Minimum wages are set out in the Marine Orders 70, 71, 72 and 73 made under the *Navigation Act 2012* (Cth) and other relevant State Flag requirements.

9.3 Payment of wages

- (a) The employer will pay the employee's wages, penalties and allowances at least monthly by electronic funds transfer into the employee's bank (or other recognised financial institution) account nominated by the employee.
- (b) 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.

- (c) Salaries will be calculated in the following way:
- (i) the monthly rate—by dividing the annual rate by 12;
 - (ii) the fortnightly rate—by dividing the annual rate by 26;
 - (iii) the daily rate for fortnightly paid employees—by dividing the fortnightly rate by 14.

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

9.4 National training wage

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

10. Wage related allowances

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

10.1 Employers must pay to an employee the wage related allowances the employee is entitled to under this clause. See Schedule A for a summary of monetary allowances and method of adjustment.

10.2 Vessels wrecked or stranded

(a) In addition to any other entitlement under this award, an allowance of **\$24.33** per hour is to be paid to an employee in circumstances where:

- (i) a vessel becomes wrecked or stranded in the course of a voyage; and
- (ii) the employee is called upon for special efforts while the vessel is still wrecked or stranded

for the time during which the employee so assists.

10.3 Allowances specific to vessels other than floating production facilities

The following allowances cover all circumstances associated with living on board a self-propelled drilling vessel:

(a) Shared accommodation allowance

An allowance of **\$34.67** per day is to be paid to a crew member who is required to share a cabin, and who is not already in receipt of any monetary consideration, for each day they are required to share accommodation.

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

An allowance of **\$46.09** per day is to be paid to crew members in full compensation of all additional duties where a stand-by vessel is required to handle and carry cargo to or from an offshore installation.

(c) **Hard-lying allowance**

An allowance of **\$43.36** per day is to be paid to crew members who are accommodated on board in a two berth cabin and an allowance of **\$69.43** per day is to be paid to crew members who are accommodated on board in a four berth cabin.

10.4 Allowances specific to floating production facilities

(a) **Communication allowance**

An allowance of **\$4.14** per completed fortnight is to 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**

Except where it is provided, the employer must reimburse the employee for a death and personal accident insurance cover of **\$129,001.00** 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 65 to 73 of the *Navigation Act 2012* (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.

10.5 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;
- (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.
- (iv) An approved course of study is a Certificate of Competency, including an Endorsement, as prescribed by the *Navigation Act 2012* (Cth) or regulations made in accordance with the *Navigation Act 2012*, conducted by the Australian Maritime College or an approved technical institution or academy.

(b) Conditions for accessing entitlement

The entitlements set out in clause 10.5(c) 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.

(c) Entitlement

- (i) For approved study outside a 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 75% of the authorised period of study.
- (iii) An employer and an employee may agree to grant the additional leave under this clause 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 this clause. For these purposes, the employee's salary rate will be that rate applicable at the date of termination.

(d) 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, a living away from home allowance will be payable to the employee during the authorised period of study as follows:

- (i) **\$120.14** per week; or
- (ii) **\$169.40** per week (if the employee has a spouse or de facto partner and/or dependent children).

(e) 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).

11. Expense related allowances

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

11.1 Employers must pay to an employee the expense related allowances the employee is entitled to under this clause. See Schedule A for a summary of monetary allowances and method of adjustment.

11.2 Meal and accommodation allowance

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

Meal	\$
Breakfast	18.32
Lunch	21.97
Dinner	36.66

(i) If the above allowances do not cover the receipted cost of meals in the accommodation provided by the employer, the employer will meet the reasonable cost of the employee's meal. Alcohol will not be included.

(b) Employees who are required to live ashore away from their home port may elect to provide their own accommodation in which case they will be reimbursed an allowance of **\$209.67** per day made up as follows:

Meal	\$
Breakfast	18.32
Lunch	21.97
Dinner	36.66
Accommodation	132.72

(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) An employee's leave balance will remain unaffected by rest and recreation days.

(iii) The employer will reimburse the employee the cost of reasonable accommodation at the foreign port, including bed, breakfast and laundry; and

(iv) A victualling allowance of **\$142.91** is to be paid to the employee per rest and recreation day.

(d) Clause 11.2 will not apply where the employer provides meals and accommodation.

11.3 Travel expenses

- (a) Unless provided by the employer, the employer will reimburse the employee the cost of travelling 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 the costs of returning to the employee's home port.
- (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 **\$52.39** 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.

11.4 Industrial and protective clothing

- (a) An employee will be reimbursed for one third of the cost of designated protective and industrial clothing.
- (b) 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.

11.5 Vessels wrecked or stranded

If, under the conditions described in clause 10.2, 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 **\$4182.00**.

11.6 Damage to personal effects

- (a) Except as provided in clause 11.6(b) an employee will be reimbursed for damage to an employee's clothing or spectacles where the employee can prove that the damage was sustained during the course of work.
- (b) This clause will not apply when an employee is entitled to workers' compensation in respect of the damage.

11.7 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 inquiries 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.

11.8 Living away from home allowance during approved study leave

See clause 10.5(d) for the living away from home allowance payable when it is necessary for an employee to take up temporary residence away from their home port to undertake the approved study.

11.9 Medical examinations

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

11.10 Passport, visas and vaccinations

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.

12. Superannuation

12.1 Superannuation contributions for defined benefit members

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

Part 5—Leave, Public Holidays and Other NES Entitlements

13. Leave

13.1 Leave factor and entitlement to leave

- (a) Subject to clause 13.2(c), an employee is entitled to accrue 1.153 days of paid leave for:
- (i) each day of duty on a vessel; and

- (ii) each day the employee is necessarily involved in travelling to or from the vessel or place of work, as required by the employer.
- (b) For the purposes of clause 13.1(a):
 - (i) The on duty period commences the day the employee joins the vessel.
 - (ii) The off duty period commences the day the employee leave the vessel.

13.2 Calculation of leave entitlement

- (a) The leave entitlement in clause 13.1 gives effect to, amongst other things:
 - (i) paid leave for weekends and public holidays worked;
 - (ii) paid annual leave 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 day spent travelling.
- (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.

13.3 Maximum leave accrual

- (a) The maximum amount of leave an employee may accrue under clause 13 is:
 - (i) 84 days, where an employee is scheduled on the basis of four weeks on, four week off; or
 - (ii) 105 days, for all other rostering arrangements.
- (b) Unless agreement has been reached between the employee and employer, an employee will be required to take time off to ensure that the maximum amount of leave set out in clause 13.3(a) is not exceeded.

13.4 Taking 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) Where the leave granted:
- (i) is more than is actually due – the difference will be debited to the employee as less time off to be granted;
 - (ii) is less than is actually due – the difference will be credited to the employee as additional time off to be granted,

provided that the employee may not be required to take more than seven days of leave in advance.

13.5 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.

14. Annual leave

14 amended in accordance with [PR588747](#).

This provision may be affected by [AM2014/47](#) and [AM2014/75](#) – see [draft determination](#)

14.1 Clause 13 gives full effect to the NES entitlements to annual leave.

NOTE: Where an employee is receiving overaward payments such that the employee's base rate of pay is higher than the rate specified under this award, the employee is entitled to receive the higher rate while on a period of paid annual leave (see ss.16 and 90 of the Act).

14.2 Annual leave in advance

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

Note: An example of the type of agreement required by clause 14.2 is set out at Schedule C. There is no requirement to use the form of agreement set out at Schedule C.

- (c) The employer must keep a copy of any agreement under clause 14.2 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 14.2, 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.

14.3 Cashing out of annual leave

- (a) Paid annual leave must not be cashed out except in accordance with an agreement under clause 14.3.
- (b) Each cashing out of a particular amount of paid annual leave must be the subject of a separate agreement under clause 14.3.
- (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 14.3 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 14.3 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 14.3 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 14.3.

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 14.3.

Note 3: An example of the type of agreement required by clause 14.3 is set out at Schedule D. There is no requirement to use the form of agreement set out at Schedule D.

15. Personal/carer's leave and compassionate leave

- 15.1** Clause 13 gives full effect to the NES entitlements to personal/carer's leave and compassionate leave.
- 15.2** Arrangements for taking of sick leave will be governed by the *Part 5 Division 3 – Health of the Navigation Act 2012* (Cth).
- 15.3** Upon request, in the event of serious illness or death of a member of the employee's immediate family, the employer will return 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.

16. Parental leave and related entitlements

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

17. Public holidays

17.1 Clause 13 gives full effect to the NES entitlements to public holidays.

17.2 Part-day public holidays

17.2 inserted on 8 September 2016

For provisions relating to part-day public holidays see Schedule E—2016 Part-day Public Holidays.

18. Community service leave

Community service leave is provided for in the NES.

19. Termination of employment

19.1 Notice of termination is provided for in the NES.

19.2 Notice of termination by an employee

The notice of termination required to be given by an employee is the same as that required of an employer except that there is no requirement on the employee to give additional notice based on the age of the employee concerned. If an employee fails to give the required notice, the employer may withhold from any monies ~~money~~ due to the employee on termination under this award or the NES, an amount not exceeding the amount the employee would have been paid under this award in respect of the period of notice required by this clause, less any period of notice actually given by the employee.

20. Redundancy

20.1 Redundancy pay is provided for in the NES.

20.2 Transfer to lower paid duties

Where an employee is transferred to lower paid duties by reason of redundancy, the same period of notice must be given as if the employment had been terminated and the employer may, at the employer's option, make payment instead. The payment will be equal to the difference between the former ordinary time rate of pay and the ordinary time rate of pay for the number of weeks of notice still owing.

20.3 Employee leaving during notice period

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

Part 6—Consultation and Dispute Resolution

21. Consultation

21.1 Consultation regarding major workplace change

(a) Employers to notify

- (i)** Where an employer has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the employer must notify the employees who may be affected by the proposed changes and their representatives, if any.
- (ii)** **Significant effects** include termination of employment; major changes in the composition, operation or size of the employer's workforce or in the skills required; the elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations; and the restructuring of jobs. Provided that where this award makes provision for alteration of any of these matters an alteration is deemed not to have significant effect.

(b) Employers to discuss change

- (i)** The employer must discuss with the employees affected and their representatives, if any, the introduction of the changes referred to in clause 21.1(a), the effects the changes are likely to have on employees and measures to avert or mitigate the adverse effects of such changes on employees and must give prompt consideration to matters raised by the employees and/or their representatives in relation to the changes.
- (ii)** The discussions must commence as early as practicable after a definite decision has been made by the employer to make the changes referred to in clause 21.1(a).
- (iii)** For the purposes of such discussion, the employer must provide in writing to the employees concerned and their representatives, if any, all

relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees provided that no employer is required to disclose confidential information the disclosure of which would be contrary to the employer's interests.

21.2 Consultation about changes to rosters or hours of work

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

22. Dispute resolution

- 22.1** In the event of a dispute about a matter under this award, or a dispute in relation to the NES, in the first instance the parties must attempt to resolve the matter at the workplace by discussions between the employee or employees concerned and the relevant supervisor. If such discussions do not resolve the dispute, the parties will endeavour to resolve the dispute in a timely manner by discussions between the employee or employees concerned and more senior levels of management as appropriate.
- 22.2** If a dispute about a matter arising under this award or a dispute in relation to the NES is unable to be resolved at the workplace, and all appropriate steps under clause 22.1 have been taken, a party to the dispute may refer the dispute to the Fair Work Commission.
- 22.3** The parties may agree on the process to be utilised by the Fair Work Commission including mediation, conciliation and consent arbitration.

- 22.4** Where the matter in dispute remains unresolved, the Fair Work Commission may exercise any method of dispute resolution permitted by the Act that it considers appropriate to ensure the settlement of the dispute.
- 22.5** An employer or employee may appoint another person, organisation or association to accompany and/or represent them for the purposes of this clause.
- 22.6** While the dispute resolution procedure is being conducted, work must continue in accordance with this award and the Act. Subject to applicable occupational health and safety legislation, an employee must not unreasonably fail to comply with a direction by the employer to perform work, whether at the same or another workplace, that is safe and appropriate for the employee to perform.

DRAFT

Schedule A—Summary of Monetary Allowances

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

A.1 Wage related allowances

The wage related allowances in this award are based on the standard rate as defined in Schedule F—Definitions as the minimum salary for Integrated Rating on support vessels—Division 1 in clause 9.1(b), divided by 52 = **\$827.52**

Allowance	Clause	% of <u>standard rate</u>	\$ per day unless otherwise stated
Vessels wrecked or stranded	10.2	2.94	24.33 per hour
Allowances specific to vessels other than floating production facilities			
Shared accommodation	10.3(a)	4.19	34.67
Vessels temporarily engaged in carriage and handling of cargo	10.3(b)	5.57	46.09
Hard-lying two berth cabin	10.3(c)	5.24	43.36
Hard-lying four berth cabin	10.3(c)	8.39	69.43
Allowance specific to floating production facilities			
Communication	10.4(a)	0.5	4.14 per fortnight

A.2 Adjustment of wage-related allowances

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

A.3 Expense related allowances

The following expense related allowances will be payable to employees in accordance with clause 11:

Allowance	Clause	\$ per occasion
Meal	11.2	
Breakfast		18.32
Lunch		21.97
Dinner		36.66

Allowance	Clause	\$ per occasion
Meal and accommodation		
Breakfast		18.32
Lunch		21.97
Dinner		36.66
Accommodation		132.72
Total		Up to 209.67
Foreign port conditions - victualling	11.2(c)	142.91 per rest and recreation day
Travel	11.3	52.39 per taxi trip
Vessels wrecked or stranded	11.5	Up to 4182.00
Living away from home		
Temporary residence away from home port	10.5(d)	120.14 per week
Temporary residence away from home port - with spouse and/or dependent children	10.5(d)	169.40 per week
Personal accident insurance	10.4(c)	For cover of 129,001.00

A.3.1 Method of adjusting expense related allowances

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

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

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

Schedule B—National Training Wage

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

Rates updated as a result of AWR 2016

B.1 Title

This is the *National Training Wage Schedule*.

B.2 Definitions

In this schedule:

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

approved training means the training specified in the training contract

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

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

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

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

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

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

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

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

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

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

Tasmania: *Vocational Education and Training Act 1994*;

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

Western Australia: *Vocational Education and Training Act 1996*

trainee is an employee undertaking a traineeship under a training contract

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

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

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

year 10 includes any year before Year 10

B.3 Coverage

B.3.1 Subject to clauses B.3.2 to B.3.6 of this schedule, this schedule applies in respect of an employee covered by this award who is undertaking a traineeship whose training package and AQF certificate level is allocated to a wage level by clause B.1 to this schedule or by clause B.5.4 of this schedule.

B.3.2 This schedule only applies to AQF Certificate Level IV traineeships for which a relevant AQF Certificate Level III traineeship is listed in clause B.1 to this schedule.

B.3.3 This schedule does not apply to:

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

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

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

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

B.4 Types of Traineeship

The following types of traineeship are available under this schedule:

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

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

B.5 Minimum Wages

B.5.1 Minimum wages for full-time traineeships

(a) Wage Level A

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

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

(b) Wage Level B

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

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

(c) Wage Level C

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

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

(d) AQF Certificate Level IV traineeships

(i) Subject to clause B.5.3 of this schedule, the minimum wages for a trainee undertaking a full-time AQF Certificate Level IV traineeship are the minimum wages for the relevant full-time AQF Certificate Level III traineeship with the addition of 3.8% to those minimum wages.

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

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

B.5.2 Minimum wages for part-time traineeships

(a) Wage Level A

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

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

(b) Wage Level B

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

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

(c) Wage Level C

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

	Highest year of schooling completed		
	Year 10	Year 11	Year 12
	per hour	per hour	per hour
	\$	\$	\$
School leaver	9.94	10.96	12.70
Plus 1 year out of school	10.96	12.70	14.28
Plus 2 years out of school	12.70	14.28	15.95
Plus 3 years out of school	14.28	15.95	17.78
Plus 4 years out of school	15.95	17.78	

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

(d) School-based traineeships

Subject to clauses B.5.2(f) and B.5.3 of this schedule, the minimum wages for a trainee undertaking a school-based AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Levels A, B or C by clause B.1 are as follows when the trainee works ordinary hours:

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

(e) AQF Certificate Level IV traineeships

- (i) Subject to clauses B.5.2(f) and B.5.3 of this schedule, the minimum wages for a trainee undertaking a part-time AQF Certificate Level IV traineeship are the minimum wages for the relevant part-time AQF Certificate Level III traineeship with the addition of 3.8% to those minimum wages.
- (ii) Subject to clauses B.5.2(f) and B.5.3 of this schedule, the minimum wages for an adult trainee undertaking a part-time AQF Certificate Level IV traineeship are as follows, provided that the relevant wage level is that for the relevant AQF Certificate Level III traineeship:

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

(f) Calculating the actual minimum wage

- (i) Where the full-time ordinary hours of work are not 38 or an average of 38 per week, the appropriate hourly minimum wage is obtained by multiplying the relevant minimum wage in clauses B.5.2(a)–(e) of this schedule by 38 and then dividing the figure obtained by the full-time ordinary hours of work per week.
- (ii) Where the approved training for a part-time traineeship is provided fully off-the-job by a registered training organisation, for example at school or

at TAFE, the relevant minimum wage in clauses B.5.2(a)–(e) of this schedule applies to each ordinary hour worked by the trainee.

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

B.5.3 Other minimum wage provisions

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

B.5.4 Default wage rate

The minimum wage for a trainee undertaking an AQF Certificate Level I–III traineeship whose training package and AQF certificate level are not allocated to a wage level by clause B.1 is the relevant minimum wage under this schedule for a trainee undertaking an AQF Certificate to Level I–III traineeship whose training package and AQF certificate level are allocated to Wage Level B.

B.6 Employment conditions

B.6.1 A trainee undertaking a school-based traineeship may, with the agreement of the trainee, be paid an additional loading of 25% on all ordinary hours worked instead of paid annual leave, paid personal/carer's leave and paid absence on public holidays, provided that where the trainee works on a public holiday then the public holiday provisions of this award apply.

B.6.2 A trainee is entitled to be released from work without loss of continuity of employment and to payment of the appropriate wages to attend any training and assessment specified in, or associated with, the training contract.

B.6.3 Time spent by a trainee, other than a trainee undertaking a school-based traineeship, in attending any training and assessment specified in, or associated with, the training contract is to be regarded as time worked for the employer for the purposes of calculating the trainee's wages and determining the trainee's employment conditions.

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

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

B.7 Allocation of Traineeships to Wage Levels

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

B.7.1 Wage Level A

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

Training package	AQF certificate level
Pulp and Paper Manufacturing Industries	III
Retail Services (including wholesale and Community pharmacy)	III
Telecommunications	II, III
Textiles, Clothing and Footwear	III
Tourism, Hospitality and Events	I, II, III
Training and Assessment	III
Transport and Logistics	III
Water Industry (Utilities)	III

B.7.2 Wage Level B

Training package	AQF certificate level
Animal Care and Management	I, II, III
Asset Maintenance	I, II, III
Australian Meat Industry	I, II, III
Automotive Industry Manufacturing	II, III
Automotive Industry Retail, Service and Repair	I, II, III
Beauty	II
Caravan Industry	II, III
Civil Construction	I
Community Recreation Industry	III
Entertainment	I, II, III
Extractive Industries	II, III
Fitness Industry	III
Floristry	II
Food Processing Industry	I, II
Forest and Forest Products Industry	I, II, III
Furnishing	I, II, III
Gas Industry	I, II
Health	II, III
Local Government (Operational Works)	I, II
Manufactured Mineral Products	I, II
Metal and Engineering (Production)	II, III
Outdoor Recreation Industry	I, II, III
Plastics, Rubber and Cablemaking	II
Printing and Graphic Arts	II, III
Property Services	I, II, III

Training package	AQF certificate level
Public Safety	I, II
Pulp and Paper Manufacturing Industries	I, II
Retail Services	I, II
Screen and Media	I, II, III
Sport Industry	II, III
Sugar Milling	I, II, III
Textiles, Clothing and Footwear	I, II
Transport and Logistics	II
Visual Arts, Craft and Design	I, II, III
Water Industry	I, II

B.7.3 Wage Level C

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

Schedule C—Agreement to Take Annual Leave in Advance

Schedule C inserted in accordance with [PR588747](#)

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

Name of employee: _____

Name of employer: _____

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

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

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

Signature of employee: _____

Date signed: ____/____/20____

Name of employer representative: _____

Signature of employer representative: _____

Date signed: ____/____/20____

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

I agree that:

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

Name of parent/guardian: _____

Signature of parent/guardian: _____

Date signed: ____/____/20____

Schedule D—Agreement to Cash Out Annual Leave

Schedule D inserted in accordance with [PR588747](#).

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

Name of employee: _____

Name of employer: _____

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

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

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

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

Signature of employee: _____

Date signed: ___/___/20___

Name of employer representative: _____

Signature of employer representative: _____

Date signed: ___/___/20___

Include if the employee is under 18 years of age:

Name of parent/guardian: _____

Signature of parent/guardian: _____

Date signed: ___/___/20___

Schedule E—2016 Part-day Public Holidays

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

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

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

E.1 Where a part-day public holiday is declared or prescribed between 7.00 pm and midnight on Christmas Eve (24 December 2016) or New Year's Eve (31 December 2016) the following will apply on Christmas Eve and New Year's Eve and will override any provision in this award relating to public holidays to the extent of the inconsistency:

- (a) All employees will have the right to refuse to work on the part-day public holiday if the request to work is not reasonable or the refusal is reasonable as provided for in the NES.
- (b) Where a part-time or full-time employee is usually rostered to work ordinary hours between 7.00 pm and midnight but as a result of exercising their right under the NES does not work, they will be paid their ordinary rate of pay for such hours not worked.
- (c) Where a part-time or full-time employee is usually rostered to work ordinary hours between 7.00 pm and midnight but as a result of being on annual leave does not work, they will be taken not to be on annual leave between those hours of 7.00 pm and midnight that they would have usually been rostered to work and will be paid their ordinary rate of pay for such hours.
- (d) Where a part-time or full-time employee is usually rostered to work ordinary hours between 7.00 pm and midnight, but as a result of having a rostered day off (RDO) provided under this award, does not work, the employee will be taken to be on a public holiday for such hours and paid their ordinary rate of pay for those hours.
- (e) Excluding annualised salaried employees to whom clause E.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 E.1(a), will not be entitled to another day off, another day's pay or another day of annual leave as a result of the part-day public holiday.
- (h) Nothing in this schedule affects the right of an employee and employer to agree to substitute public holidays.

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

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

DRAFT

Schedule F—Definitions

Schedule F renumbered following [PR588747](#).

In this award, unless the contrary intention appears:

Act means the *Fair Work 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

day means from 12 midnight to the following 12 midnight

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

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

employee means national system employee within the meaning of the Act

employer means national system employer within the meaning of the Act

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 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

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.

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

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

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

standard rate means the minimum salary for Integrated Rating on support vessels—Division 1 in clause 9.1(b) 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

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)