

The Maritime Offshore Oil and Gas Award—Exposure Draft was first published on 23 September 2014. Subsequent amendments to the draft are as follows:

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	Incorporates changes resulting from PR593849	Schedule B (deleted)
	Incorporates changes resulting from [2018] FWCFCB 3500 , PR606411 PR606564	13, 15, 16, Schedule A
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	Incorporate changes resulting from PR598110	Schedule D
	Incorporates changes resulting from [2018] FWCFCB 3802	11.1(c),
	Incorporates changes resulting from [2018] FWCFCB 3936 , PR609410	18A (deleted)
	Incorporates changes resulting from [2018] FWCFCB 4704 , PR610251	5, 28, 25, 26, 27
	Incorporates changes resulting from [2018] FWCFCB 4735 , PR610120	14
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	Incorporates changes resulting from [2018] FWCFCB 6863 , PR701489	6
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Exposure Draft		
14 October 2019	Incorporating changes resulting from [2015] FWCFCB 4658	15, 16
	Incorporating changes resulting from [2019] FWCFCB 1333	1.5 (deleted)
	Incorporating plain language amendments to clause content resulting from [2019] FWCFCB 2698	1.4 (deleted), 4.4, 4.4, 11, 15, 16, 18
	Incorporating changes resulting from [2019] FWCFCB 3500 , PR707499 , PR707727	13, 15, 16, Schedule A
	Incorporating changes resulting from [2019] FWCFCB 5144	23
	Incorporating changes resulting from [2019] FWCFCB 5409 , PR711476 .	4.4, 4.5

The Maritime Offshore Oil and Gas Award—Exposure Draft was first published on 23 September 2014. Subsequent amendments to the draft are as follows:		
	Incorporating changes resulting from [2019] FWCFB 5409 , PR711476 .	29
	Incorporating changes resulting from [2019] FWCFB 6572	28
	Incorporating changes resulting from [2019] FWCFB 6899 and [2019] FWCFB 6935	11.1(c), 11.2
	Administrative changes made by Modern Awards team to the document structure and Part and clause titles in accordance with [2019] FWCFB 5409 at [6] and Attachment A	Part 1—, 2, 9, 10, 11, 13, 13.3, 14, 15, 16, 18, Part 5—, 22, 22, Part 7—, 28, 29, Schedule A, Schedule B—National Training Wage (deleted), Schedule F—Definitions (moved)
	Administrative changes made by Modern Awards team to incorporate previous A clauses into the numbering of the exposure draft	6, 14, 26

EXPOSURE DRAFT

Maritime Offshore Oil and Gas Award 20XX

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 and incorporates award updates up to 20 August 2019. This exposure draft does not seek to amend any entitlements under the Maritime award. Instead, it has been prepared to address some of the structural issues identified in modern awards and to apply plain language drafting principles and techniques.

The review of this award in accordance with section 156 of the *Fair Work Act 2009* is being dealt with in matter [AM2014/77](#). Additionally a number of common issues are being dealt with by the Commission which may affect this award. Some transitional provisions have deleted as a result of decisions made during the review.

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

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DRAFT

Part 1—Application and Operation of this Award

1. Title and commencement

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

- 1.1** This award is the *Maritime Offshore Oil and Gas Award 20XX*.
- 1.2** This modern award commenced operation on 1 January 2010. The terms of the award have been varied since that date.
- 1.3** A variation to this award does not affect any right, privilege, obligation or liability that a person acquired, accrued or incurred under the award as it existed prior to 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. Definitions

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 has the meaning given in clause 4.2

MODU means a Mobile Offshore Drilling Unit

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

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 13.1(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)

3. The National Employment Standards and this award

- 3.1 The [National Employment Standards](#) (NES) and this award contain the minimum conditions of employment for employees covered by this award.
- 3.2 The employer must ensure that copies of this award and the [NES](#) are available to all employees to whom they apply.
- 3.3 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.

4. Coverage

Clauses 4.4 and 4.5 amended in accordance with [\[2019\] FWCFB 5409](#) at [118].

- 4.1 This industry award covers employers throughout Australia in the maritime offshore oil and gas industry and their employees in the classifications listed in clause 13—Minimum rates and classifications to the exclusion of any other modern award.
- 4.2 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.
- 4.3 This award does not cover employers in the following industries:
- (a) *Coal Export Terminals Award 20XX*;

- (b) *Dredging Industry Award 20XX*;
- (c) *Manufacturing and Associated Industries and Occupations Award 20XX*;
- (d) *Marine Towing Award 20XX*;
- (e) *Port Authorities Award 20XX*;
- (f) *Ports, Harbours and Enclosed Water Vessels Award 20XX*;
- (g) *Seagoing Industry Award 20XX*; or
- (h) *Stevedoring Industry Award 20XX*.

4.4 This award covers any employer which supplies labour on an on-hire basis in the maritime offshore oil and gas 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~~ Clause 4.4 operates subject to the exclusions from coverage in this award.

4.5 This award covers employers which provide group training services for trainees engaged in the maritime offshore oil and gas industry and/or parts of that 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 in clause 4.2 are being performed. ~~This subclause~~ Clause 4.5 operates subject to the exclusions from coverage in this award.

4.6 This award does not cover:

- (a) employees excluded from award coverage by 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.

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

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

5. Individual flexibility arrangements

- 5.1** Despite anything else in this award, an employer and an individual employee may agree to vary the application of the terms of this award relating to any of the following in order to meet the genuine needs of both the employee and the employer:
- (a) arrangements for when work is performed; or
 - (b) overtime rates; or
 - (c) penalty rates; or
 - (d) allowances; or
 - (e) annual leave loading.
- 5.2** An agreement must be one that is genuinely made by the employer and the individual employee without coercion or duress.
- 5.3** An agreement may only be made after the individual employee has commenced employment with the employer.
- 5.4** An employer who wishes to initiate the making of an agreement must:
- (a) give the employee a written proposal; and
 - (b) if the employer is aware that the employee has, or reasonably should be aware that the employee may have, limited understanding of written English, take reasonable steps (including providing a translation in an appropriate language) to ensure that the employee understands the proposal.
- 5.5** An agreement must result in the employee being better off overall at the time the agreement is made than if the agreement had not been made.
- 5.6** An agreement must do all of the following:
- (a) state the names of the employer and the employee; and
 - (b) identify the award term, or award terms, the application of which is to be varied; and
 - (c) set out how the application of the award term, or each award term, is varied; and
 - (d) set out how the agreement results in the employee being better off overall at the time the agreement is made than if the agreement had not been made; and
 - (e) state the date the agreement is to start.
- 5.7** An agreement must be:
- (a) in writing; and
 - (b) signed by the employer and the employee and, if the employee is under 18 years of age, by the employee's parent or guardian.

- 5.8** Except as provided in clause 5.7(b) , an agreement must not require the approval or consent of a person other than the employer and the employee.
- 5.9** The employer must keep the agreement as a time and wages record and give a copy to the employee.
- 5.10** The employer and the employee must genuinely agree, without duress or coercion to any variation of an award provided for by an agreement.
- 5.11** An agreement may be terminated:
- (a) at any time, by written agreement between the employer and the employee; or
 - (b) by the employer or employee giving 13 weeks' written notice to the other party (reduced to 4 weeks if the agreement was entered into before the first full pay period starting on or after 4 December 2013).

NOTE: If an employer and employee agree to an arrangement that purports to be an individual flexibility arrangement under this award term and the arrangement does not meet a requirement set out in section 144 then the employee or the employer may terminate the arrangement by giving written notice of not more than 28 days (see section 145 of the [Act](#)).

- 5.12** An agreement terminated as mentioned in clause 5.11(b) ceases to have effect at the end of the period of notice required under that clause.
- 5.13** The right to make an agreement under clause 5 is additional to, and does not affect, any other term of this award that provides for an agreement between an employer and an individual employee.

6. Requests for flexible working arrangements

6.1 Employee may request change in working arrangements

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

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

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

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

6.2 Responding to the request

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

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

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

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

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

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

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

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

6.5 Dispute resolution

Disputes about whether the employer has discussed the request with the employee and responded to the request in the way required by clause 6, can be dealt with under clause 27—Dispute resolution.

7. Facilitative provisions

- 7.1** A facilitative provision provides that the standard approach in an award provision may be departed from by agreement between an employer and an individual employee, or the majority of employees in the enterprise or part of the enterprise concerned.

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

- (a) clause 15.5—Study allowance
- (b) clause 18.3—Maximum leave accrual
- (c) clause 19.2—Annual leave in advance
- (d) clause 19.3—Cashing out of annual leave

Part 2—Types of Employment

8. Types of employment

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

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

8.2 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.

9. Full-time employees

A full-time employee is engaged to work an average of 38 ordinary hours per week plus reasonable additional hours

10. Relief employees

10.1 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

11. Ordinary hours of work

Typographical error in clause 11.1(c) corrected in accordance with [\[2019\] FWCFB 6899](#) at [9] and [\[2019\] FWCFB 6935](#)

Clause 11.2 amended in accordance with [\[2019\] FWCFB 6899](#) at [19] and [\[2019\] FWCFB 6935](#)

~~This e~~Clause 11 provides industry specific detail and supplements the [NES](#) which deals with maximum weekly hours.

11.1 Ordinary hours

- (a) Ordinary hours are worked between Monday to Sunday.
- (b) For the purposes of [section 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~~8 ordinary hours per day. Subject to clause ~~29.1~~25.2 the employer may extend the employee's ordinary hours of duty to 12 hours per day.

11.2 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 per day provided:

- (a) an employee must not be required to be continuously on active duty for more than 18 hours per day;
- (b) where an employee has been continuously on active duty for 18 hours per day 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 11.2 is not broken by meal times or breaks of not more than ~~four~~4 hours per day which include a meal break.

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

12. Breaks

12.1 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~~6 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

13. Minimum rates and classifications

Monetary amounts have been adjusted as a result of AWR 2019 – changes not tracked.

- 13.1 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	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
First Engineer	63,904	47,784	111,688
Second 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

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
First Engineer	61,159	38,392	99,551
Second Engineer	55,768	34,792	90,560
Integrated Rating	47,387	29,194	76,581
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
First Engineer	64,887	40,882	105,769
Second Engineer	59,122	37,032	96,154
Integrated Rating	50,154	31,042	81,196

(c) Supply vessels

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/First Engineer	57,427	35,899	93,326
Second Mate/Second Engineer	52,418	32,554	84,972
Integrated Rating	47,387	29,194	76,581

(d) Stand-by/utility vessels

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/First Engineer	55,829	34,832	90,661
Integrated Rating	47,387	29,194	76,581

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

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
First Engineer	61,159	38,392	99,551
Second 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

Classification	Minimum salary	Aggregate overtime component	Aggregate annual salary
	\$	\$	\$
Second Mate	58,642	36,711	95,353
Radio Officer	58,642	36,711	95,353
Chief Engineer	70,068	44,343	114,411
First Engineer	64,359	40,529	104,888
Second Engineer	58,642	36,711	95,353
Marine Electrician	58,642	36,711	95,353
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**

Classification	Minimum salary	Aggregate overtime component	Aggregate annual salary
	\$	\$	\$
Master	67,744	42,790	110,534
First Mate/First Engineer	66,547	41,991	108,538
Second Mate/Second 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

Classification	Minimum salary	Aggregate overtime component	Aggregate annual salary
	\$	\$	\$
Provisional IR— over 18 years	38,640	22,897	61,537

(g) **Non-propelled MODUs under tow**

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**

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 Classifications

The training, qualifications, roles and responsibilities of the classifications of employees included in the tables in clause 13.1 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.

13.3 National training wage

- (a) Schedule E to the *Miscellaneous Award 20~~10XX~~* sets out minimum wage rates and conditions for employees undertaking traineeships.
- (b) This award incorporates the terms of Schedule E to the *Miscellaneous Award 20~~10XX~~* as at ~~1 July 2018~~ 1 July 2019. Provided that any reference to “this award” in Schedule E to the *Miscellaneous Award 20~~10XX~~* is to be read as referring to the *Maritime Offshore Oil and Gas Award 20~~10XX~~* and not the *Miscellaneous Award 20~~10XX~~*.

14. Payment of wages

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.

14.1 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.

14.2 An employer may deduct from any amount required to be paid to an employee under ~~this~~ clause 14 the amount of any overpayment of wages or allowances.

14.3 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;
- (c) the daily rate for fortnightly paid employees—by dividing the fortnightly rate by 14.

14.4 Payment on termination of employment

- (a) The employer must pay an employee no later than 7 days after the day on which the employee’s employment terminates:
 - (i) the employee’s wages under this award for any complete or incomplete pay period up to the end of the day of termination; and
 - (ii) all other amounts that are due to the employee under this award and the [NES](#).
- (b) The requirement to pay wages and other amounts under ~~paragraph (a)~~ clause 14.4(a) is subject to further order of the Commission and the employer making deductions authorised by this award or the [Act](#).

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

NOTE 2: ~~Paragraph (b) Clause~~ 14.4(b) allows the Commission to make an order delaying the requirement to make a payment under ~~this clause~~ 14.4. For example, the Commission could make an order delaying the requirement to pay redundancy pay if an employer makes an application under section 120 of the [Act](#) for the Commission to reduce the amount of redundancy pay an employee is entitled to under the [NES](#).

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

15. Wage-related allowances

Monetary amounts adjusted as a result of AWR 2019 – changes not tracked.
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Note inserted in accordance with [2015] FWCFB 4658 at [57].

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

15.1 Employers must pay to an employee the wage-related allowances the employee is entitled to under ~~this clause~~ 15. See Schedule A—Summary of Monetary Allowances for a summary of monetary allowances and method of adjustment.

15.2 Vessels wrecked or stranded

(a) In addition to any other entitlement under this award, an allowance of **\$26.79** 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.

15.3 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 **\$38.18** 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 **\$50.76** 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 **\$47.75** per day is to be paid to crew members who are accommodated on board in a ~~two~~² berth cabin and an allowance of **\$76.46** per day is to be paid to crew members who are accommodated on board in a ~~four~~⁴ berth cabin.

15.4 Allowances specific to floating production facilities

(a) Communication allowance

An allowance of **\$4.56** 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 **\$136,135.00** 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~~7 on duty days from the commencement of the duty period;
- (v) in relation to any one illness the insurance will cease ~~three~~3 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.

15.5 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 15.5(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_15.5(c) 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_15.5(c). 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) **\$126.40** per week; or
- (ii) **\$178.24** 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_15.5 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~~7 consecutive days (including Saturdays, Sundays and public holidays).

16. Expense-related allowances

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

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

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

16.1 Employers must pay to an employee the expense-related allowances the employee is entitled to under ~~this~~ clause 16. See Schedule A—Summary of Monetary Allowances for a summary of monetary allowances and method of adjustment.

16.2 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	19.50
Lunch	23.39
Dinner	39.03

- (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 \$221.57 per day made up as follows:

<u>Meal and accommodation</u>	\$
Breakfast	19.50
Lunch	23.39
Meal	\$
Dinner	39.03
Accommodation	139.65

- (c) **Foreign port conditions**

- (i) ~~Two~~2 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 \$152.14 is to be paid to the employee per rest and recreation day.
- (d) Clause 16.2 will not apply where the employer provides meals and accommodation.

16.3 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 \$55.13 per trip.
- (c) Where an employee has to wait for ~~four~~4 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.

16.4 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~~2 pairs of high visibility overalls per year, oil skins, sou'westers and sea boots.

16.5 Vessels wrecked or stranded

If, under the conditions described in clause 15.2, 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 \$4410.00.

16.6 Damage to personal effects

- (a) Except as provided in clause 16.6(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~~ 16.6 will not apply when an employee is entitled to workers' compensation in respect of the damage.

16.7 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 16.7 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 16.7, an employee will produce evidence to the reasonable satisfaction of the employer that the expenditure claimed was properly incurred by the employee.

16.8 Living away from home allowance during approved study leave

See clause 15.5(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.

16.9 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.

16.10 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.

17. Superannuation

17.1 Superannuation contributions for defined benefit members

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

Part 5—Leave and Public Holidays

18. Leave

18.1 Leave factor and entitlement to leave

- (a) Subject to clause 18.2(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 18.1(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.

18.2 Calculation of leave entitlement

- (a) The leave entitlement in clause 18.1 gives effect to, amongst other things:
 - (i) paid leave for weekends and public holidays worked;
 - (ii) paid annual leave of ~~five~~5 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 18 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.

18.3 Maximum leave accrual

- (a) The maximum amount of leave an employee may accrue under clause 18 is:
 - (i) 84 days, where an employee is scheduled on the basis of ~~four~~4 weeks on, ~~fours~~4 weeks 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 18.3(a) is not exceeded.

18.4 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~~7 days of leave in advance.

18.5 Payment of leave on termination of employment

Upon termination of employment, an employee's leave entitlement under ~~this~~ clause 18 will be paid at the salary rate for the last position in which the employee served.

19. Annual leave

19.1 Clause 18—Leave gives full effect to the [NES](#) entitlements to annual leave.

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

19.2 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 19.2 is set out at Schedule B—Agreement to Take Annual Leave in Advance. There is no requirement to use the form of agreement set out at Schedule B—Agreement to Take Annual Leave in Advance.

- (c) The employer must keep a copy of any agreement under clause 19.2 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 19.2, 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.

19.3 Cashing out of annual leave

- (a) Paid annual leave must not be cashed out except in accordance with an agreement under clause 19.3.
- (b) Each cashing out of a particular amount of paid annual leave must be the subject of a separate agreement under clause 19.3.
- (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 19.3 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 19.3 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 19.3 as an employee record.

NOTE 1: Under section 344 of the [Act](#), an employer must not exert undue influence or undue pressure on an employee to make, or not make, an agreement under clause 19.3.

NOTE 2: Under section 345(1) of the [Act](#), a person must not knowingly or recklessly make a false or misleading representation about the workplace rights of another person under clause 19.3.

NOTE 3: An example of the type of agreement required by clause 19.3 is set out at Schedule C—Agreement to Cash Out Annual Leave. There is no requirement to use the form of agreement set out at Schedule C—Agreement to Cash Out Annual Leave.

20. Personal/carer’s leave and compassionate leave

- 20.1** Clause 18—Leave 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 *Part 5 Division 3 – Health of the Navigation Act 2012* (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 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.

21. Parental leave and related entitlements

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

22. Community service leave

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

23. Unpaid family and domestic violence leave

Clause 23 inserted in accordance with [\[2019\] FWCFCB 5144](#) at [13].

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

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

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

24. Public holidays

24.1 Clause 18—Leave gives full effect to the [NES](#) entitlements to public holidays.

24.2 Part-day public holidays

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

Part 6—Consultation and Dispute Resolution

25. Consultation about major workplace change

25.1 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.

25.2 For the purposes of the discussion under clause 25.1(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.

25.3 Clause 25.2 does not require an employer to disclose any confidential information if its disclosure would be contrary to the employer's interests.

25.4 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 25.1(b).

25.5 In clause 25 **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.

25.6 Where this award makes provision for alteration of any of the matters defined at clause 25.5, such alteration is taken not to have significant effect.

26. Consultation about changes to rosters or hours of work

26.1 Clause 26 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.

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

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

- (a) provide to the employees and representatives mentioned in clause 26.2 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.

26.4 The employer must consider any views given under clause 26.3(b).

26.5 Clause 26 is to be read in conjunction with any other provisions of this award concerning the scheduling of work or the giving of notice.

27. Dispute resolution

- 27.1** Clause 27 sets out the procedures to be followed if a dispute arises about a matter under this award or in relation to the [NES](#).
- 27.2** 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.
- 27.3** If the dispute is not resolved through discussion as mentioned in clause 27.2, 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.
- 27.4** If the dispute is unable to be resolved at the workplace and all appropriate steps have been taken under clauses 27.2 and 27.3, a party to the dispute may refer it to the Fair Work Commission.
- 27.5** 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.
- 27.6** 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.
- 27.7** 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 27.
- 27.8** While procedures are being followed under clause 27 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.
- 27.9** Clause 27.8 is subject to any applicable work health and safety legislation.

Part 7—Termination of employment and Redundancy

28. Termination of employment

Clause 28.2 deleted in accordance with [\[2019\] FWCFB 6572](#) at [7].

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

28.1 Notice of termination by an employee

- (a) Clause 28.1 applies to all employees except those identified in sections 123(1) and 123(3) of the [Act](#).
- (b) An employee must give the employer notice of termination in accordance with **Table 1—Period of notice** of at least the period specified in column 2 according to the period of continuous service of the employee specified in column 1.

Table 1—Period of notice

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

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

- (c) In clause 28.1(b) **continuous service** has the same meaning as in section 117 of the [Act](#).
- (d) If an employee who is at least 18 years old does not give the period of notice required under clause 28.1(b), then the employer may deduct from wages due to the employee under this award an amount that is no more than one week’s wages for the employee.
- (e) If the employer has agreed to a shorter period of notice than that required under clause 28.1(b), then no deduction can be made under clause 28.1(d).
- (f) Any deduction made under clause 28.1(d) must not be unreasonable in the circumstances.

~~28.2—Job search entitlement~~

- ~~(a) Where an employer has given notice of termination to an employee, the employee must be allowed time off without loss of pay of up to one day for the purpose of seeking other employment.~~

~~(b) The time off under clause 28.2 is to be taken at times that are convenient to the employee after consultation with the employer.~~

29. Redundancy

Clause 29 substituted in accordance with [\[2019\] FWCFB 5409](#) and [PR711476](#).

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

29.1 Transfer to lower paid duties on redundancy

- (a) Clause 29.1 applies if, because of redundancy, an employee is transferred to new duties to which a lower ordinary rate of pay applies.
- (b) The employer may:
 - (i) give the employee notice of the transfer of at least the same length as the employee would be entitled to under section 117 of the Act as if it were a notice of termination given by the employer; or
 - (ii) transfer the employee to the new duties without giving notice of transfer or before the expiry of a notice of transfer, provided that the employer pays the employee as set out in clause 29.1(c).
- (c) If the employer acts as mentioned in clause 29.1(b)(ii), the employee is entitled to a payment of an amount equal to the difference between the ordinary rate of pay of the employee (inclusive of all-purpose allowances and penalty rates applicable to ordinary hours) for the hours of work the employee would have worked in the first role, and the ordinary rate of pay (also inclusive of all-purpose allowances and penalty rates applicable to ordinary hours) of the employee in the second role for the period for which notice was not given.

29.2 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 29 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.

Schedule A—Summary of Monetary Allowances

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

A.1 Wage-related allowances

A.1.1 The wage-related allowances in this award are based on the [standard rate](#) as defined in 2—Definitions as the minimum salary for Integrated Rating on support vessels—Division 1 in clause 13.1(b), divided by 52 = **\$911.29**

Allowance	Clause	% of standard rate	\$	Payable
Vessels wrecked or stranded	15.2	2.94	26.79	per hour
Allowances specific to vessels other than floating production facilities				
Shared accommodation	15.3(a)	4.19	38.18	per day
Vessels temporarily engaged in carriage and handling of cargo	15.3(b)	5.57	50.76	per day
Hard-lying two 2 berth cabin	15.3(c)	5.24	47.75	per day
Hard-lying four 4 berth cabin	15.3(c)	8.39	76.46	per day
Allowance specific to floating production facilities				
Communication	15.4(a)	0.5	4.56	per completed fortnight

A.1.2 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.2 Expense-related allowances

A.2.1 The following expense-related allowances will be payable to employees in accordance with clause 16—Expense-related allowances:

Allowance	Clause	\$	Payable
Meal	16.2(a)		
Breakfast		19.50	per occasion
Lunch		23.39	per occasion
Dinner		39.03	per occasion

Allowance	Clause	\$	Payable
Meal and accommodation	16.2(b)		per occasion
Breakfast		19.50	per occasion
Lunch		23.39	per occasion
Dinner		39.03	per occasion
Accommodation		139.65	per occasion
Total—<u>an amount of up to</u>		221.57	per occasion
Foreign port conditions - victualling	16.2(c)	152.14	per rest and recreation day
Travel	16.3	55.13	per trip
Vessels wrecked or stranded—<u>an amount of up to</u>	16.5	4410.00	per occasion
Living away from home			
Temporary residence away from home port	15.5(d)	126.40	per week
Temporary residence away from home port - with spouse and/or dependent children	15.5(d)	178.24	per week
Personal accident insurance—<u>an amount</u> for cover of	15.4(c)	136,135.00	per occasion

A.2.2 Method of adjusting expense-related allowances

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

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

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Schedule B—Agreement to Take Annual Leave in Advance

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

Name of employee: _____

Name of employer: _____

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

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

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

Signature of employee: _____

Date signed: ____/____/20____

Name of employer representative: _____

Signature of employer representative: _____

Date signed: ____/____/20____

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

I agree that:

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

Name of parent/guardian: _____

Signature of parent/guardian: _____

Date signed: ____/____/20____

Schedule C—Agreement to Cash Out Annual Leave

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

Name of employee: _____

Name of employer: _____

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

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

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

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

Signature of employee: _____

Date signed: ____/____/20____

Name of employer representative: _____

Signature of employer representative: _____

Date signed: ____/____/20____

Include if the employee is under 18 years of age:

Name of parent/guardian: _____

Signature of parent/guardian: _____

Date signed: ____/____/20____

Schedule D—Part-day Public Holidays

- D.1** This schedule operates in conjunction with award provisions dealing with public holidays.
- D.2** Where a part-day public holiday is declared or prescribed between 7.00 pm and midnight on Christmas Eve (24 December in each year) or New Year’s Eve (31 December in each year) the following will apply on Christmas Eve and New Year’s Eve and will override any provision in this award relating to public holidays to the extent of the inconsistency:
- (a) All employees will have the right to refuse to work on the part-day public holiday if the request to work is not reasonable or the refusal is reasonable as provided for in the [NES](#).
 - (b) Where a part-time or full-time employee is usually rostered to work ordinary hours between 7.00 pm and midnight but as a result of exercising their right under the [NES](#) does not work, they will be paid their ordinary rate of pay for such hours not worked.
 - (c) Where a part-time or full-time employee is usually rostered to work ordinary hours between 7.00 pm and midnight but as a result of being on annual leave does not work, they will be taken not to be on annual leave between those hours of 7.00 pm and midnight that they would have usually been rostered to work and will be paid their ordinary rate of pay for such hours.
 - (d) Where a part-time or full-time employee is usually rostered to work ordinary hours between 7.00 pm and midnight, but as a result of having a rostered day off (RDO) provided under this award, does not work, the employee will be taken to be on a public holiday for such hours and paid their ordinary rate of pay for those hours.
 - (e) Excluding annualised salaried employees to whom clause D.2(f) applies, where an employee works any hours between 7.00 pm and midnight they will be entitled to the appropriate public holiday penalty rate (if any) in this award for those hours worked.
 - (f) Where an employee is paid an annualised salary under the provisions of this award and is entitled under this award to time off in lieu or additional annual leave for work on a public holiday, they will be entitled to time off in lieu or pro-rata annual leave equivalent to the time worked between 7.00 pm and midnight.
 - (g) An employee not rostered to work between 7.00 pm and midnight, other than an employee who has exercised their right in accordance with clause D.2(a), will not be entitled to another day off, another day’s pay or another day of annual leave as a result of the part-day public holiday.
 - (h) Nothing in this schedule affects the right of an employee and employer to agree to substitute public holidays.
- D.3** This schedule is not intended to detract from or supplement the [NES](#).