

AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION
Workplace Relations Act 1996
s.576E - Procedure for carrying out award modernisation process

**Request from the Minister for Employment and Workplace Relations
(as revised 18 December 2008)
Award modernisation**

**Submission of the Australian Mines and Metals Association and the Australian Ship Owners
Association regarding award modernisation for the Maritime Industry
March 2009**

INTRODUCTION

1. The Australian Mines and Metals Association together with the Australian Ship Owners Association (AMMA and ASOA) make this submission having regard to the Commission's obligations under:
 - a. Part 10A of the *Workplace Relations Act 1996* (Cth) (**Act**);
 - b. the Request from the Minister for Employment and Workplace Relations as revised (**Request**);
and
 - c. the National Employment Standards (**NES**).
2. AMMA has made a separate submission to in respect of the upstream hydrocarbons industry and remote vessel operators.
3. This submission is limited to the maritime industry operations in the seagoing and offshore oil and gas sectors of the maritime industry and addresses the
 - a. principles relevant to the award modernisation process;
 - b. appropriate award/s scope for the maritime industry;
 - c. approach taken by the Employers to develop appropriate safety net content; and
 - d. content of particular clauses.

Relevant principles

4. In performing its award modernisation functions, the Commission must have regard to the requirements outlined in Paragraph 1.
5. In addition, the following material provides guidance in relation to how these requirements should be met in this current exercise:
 - a. Statements dated 30 January 2009; 23 January 2009; 12 September 2008; 3 September 2008
29 April 2008; and
 - b. Decisions dated 19 December 2008; 20 June 2008.
6. AMMA and ASOA have had regard to this material in developing their submission in respect of the issues outlined in Paragraph 3.

SCOPE OF THE MODERN AWARD

Coverage principles

7. Based on the requirements of the Act, the Request and relevant Statements and Decisions, AMMA and ASOA submit that modern awards in the maritime industry should be established having regard to the following principles:

Legislative objectives

- a. The Commission is obliged to have regard to the following legislative objectives:
 - i. the relevant objects of Part 10A of the Act (including simplicity, reducing the regulatory burden and promoting flexible modern work practices and the efficient, productive performance of work, certainty and a fair safety net);
 - ii. the matters the Commission must have regard to in s.576B of the Act;
 - iii. the object of the Request (including avoiding extending coverage to employees who perform work that has historically not been regulated by awards and high income earners, not disadvantaging employees or increasing costs for employers, or altering enterprise awards); and
 - iv. the desirability of reducing the number of awards (see clause 4B of the Request and s.576B(2)(d)).

The above objectives must be balanced having regard to the circumstances of the industry under consideration and its historical award regulation. A key focus of this process is to establish awards which together with the NES should form a true safety net that is appropriate for the circumstances of each industry.

Regulation of similar systems of work

- b. In modernising awards regard should be had to whether the industries/sectors/branches in question to be covered by a modern award are similar in content and operation.
- c. The award modernisation process should not introduce from one branch or sector of the industry to the other, particular terms and conditions which have a different background, form, content or structure or regulate different systems or methods of work. This could adversely affect cost structures leave arrangements, flexibilities etc, that have been specifically tailored for the industry. This would be contrary to the requirements of the s576A 2(c) and s2 (c) and (d) of the Request.

Historical award regulation

- d. It is consistent with the objectives of the Request - to create a comprehensive set of modern awards and to reduce the number of awards - to recognise the historical boundaries of this industry and the peculiar circumstances of the sectors or branches within the maritime industry. Where an industry has been regulated by awards that have a particular history and regard to the specific needs of the sector or branch in the industry, it should remain so. This is consistent with section 576A (2)(c) of the Act in that do otherwise could result in an adverse economic impact.
- e. The Full Bench accepted this approach in respect of the coal mining (see paragraphs [15] – [18] of the 20 June 08 Full Bench Decision).

Views of the parties

- f. The views of industry participants on whether particular industries sectors or branches of an industry should be or not be part of the Maritime industry should be given weight. The Full Bench has previously found it appropriate to give weight to the views of the parties (see paragraphs [10], [13] and [95] of the Full Bench Decision 20 June 08).

Full Bench Decision 19 December 08

- g. The Commission is required to have regard to the desirability to reduce the number of awards in the workplace relations system and applying to employees and employers. This could be done by bringing sectors or branches of industries together into one award. In some industries this would be impractical (Paragraph 12 Full Bench Decision 19 December 2008).
- h. In the retail industry the Commission decided there will be a number of modern awards covering separate sectors. The Commission placed significant reliance on not disadvantaging employees or leading to additional costs and that by making awards for sub-sectors it would not result in additional awards applying to a particular employer or employee (Paragraph 285 Full Bench Decision 19 December 2008).

Occupational Based Awards

- i. Whilst modern awards will be made primarily along industry lines, the Commission has a discretion to make occupational awards as it considers appropriate (see paragraph 4 of the Request)
 - j. When considering its discretion to make a Clerical occupational award the Commission has indicated it is necessary to consider all classes of award covered employees and the extent to which it is appropriate to have those employees covered by an award with industry wide application. (See paragraph 220 19 December 08 Full Bench Decision)
 - k. In so doing issues of relevance should include the number of awards applying to an employer, cost impact and any disadvantage to employers and employees.
8. The scope provisions of the proposed modern maritime awards have been developed consistent with these principles.

Maritime Industry Award Coverage

9. AMMA and ASOA contend that it is appropriate that the maritime industry have a number of modern awards covering separate sub-sectors of the industry. AMMA and ASOA contend that the Maritime industry contained at least two sub-sectors in which maritime operations are conducted – Offshore Oil and Gas and Seagoing. These two sectors have different industrial and operational needs and have historically been regulated separately.

10. AMMA and ASOA propose that this separation should be maintained and separate modern awards ought be made in order to meet the differing arrangements in each subsector. The reasons in support of this position include:
- a. The historical regulations of these sectors – separate regulation;
 - b. The need to ensure that the modern award allows flexible work practices and promotes the productive and economically sustainable practises [s576A 2 (c)];
 - c. The disparate nature of the sectors in terms of operation requirements and terms and conditions of employment (particularly wage levels and leave factors);
 - d. The requirement not to disadvantage employees or increase employer costs; and
 - e. views of the parties who support the separation of the two sub-sectors within the industry.
11. AMMA and ASOA submit two awards for the Commission’s consideration. These are found at Appendix 1 (Offshore Oil and Gas) and Appendix 2 (Seagoing). Two tables have been included in Appendix 3 and 4 which details the source of the proposed award content.

Proposed Scope of the Maritime Industry Awards

12. The proposed awards will apply to employers that meet the following requirements:
- a. the employer must be engaged in the maritime industry sectors (as defined), recognising that an employer can be engaged in more than one industry;
 - b. the employer has employees engaged in or in connection with the maritime industry sector as defined; and
 - c. the employees are engaged in a classification in the award.
13. The modern maritime awards will apply to employees of such employers provided that they are engaged in sectors of the maritime industry (as defined) and in a classification in the award.

Definition of the Maritime Industry Sectors

14. AMMA and ASOA propose two separate awards to cover the seagoing and offshore sectors.

Offshore Oil and Gas Sector

- a. The proposed Offshore Oil and Gas Sector award will apply to the operation of *offshore vessels* (as defined) engaged in connection with maritime offshore oil and gas operations.

15. The term *offshore vessels* include
- a. *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, standby/emergency vessel, pipe laying vessel, diving support vessel, lighter or like vessels, or any other vessel used in offshore oil and gas operations.*
16. This approach maintains the approach used in the current *Maritime Offshore Oil and Gas Award 2003* in respect of coverage by reference to vessels.

Specific exclusions of industries

17. Based on the coverage principles set out above, there are various sectors or branches of the maritime industry that AMMA and ASOA consider should be expressly excluded from the Offshore Oil and Gas - Maritime sector. These are:
- a. seagoing vessels trading as cargo or passenger vessels which in the course of such trade proceed to sea (on voyages outside the limits of bays, harbours or rivers);
 - b. tug boats;
 - c. barges, self-propelled dredges, tugs or other self-propelled vessels, used in connection with the dredging of ports, harbours, bays, estuaries, rivers and channels; and
 - d. near coastal or inshore operations covering such areas as ferries, water taxis, tourism charter vessels, coastal cargo vessels, surf and sea search rescue in coastal waters, water-borne police and emergency services vessels, port operations support vessels, marine environmental protection services vessels, and coastal commercial fishing.

Seagoing Sector

- e. The proposed Seagoing Sector award will apply to *seagoing vessels* (as defined) trading as cargo or passenger vessels which in the course of such trade proceed to sea (on voyages outside the limits of bays, harbours or rivers).
18. For the purposes of the proposed award the term *seagoing vessels* include:
- a. passenger transport, cruise vessels, bulk cargo vessels, container ships, roll-on roll-off passenger/car ferries and tankers.

19. This approach maintains the approach used in the current *Maritime Industry Seagoing Award 1999* in respect of coverage by reference to vessels and trading.

Specific exclusions of industries

20. Based on the coverage principles set out above, there are various sectors or branches of the maritime industry, AMMA and ASOA consider should be expressly excluded from the Seagoing - Maritime sector. These are:
- a. propelled or non-propelled vessels that may, but are not limited to, be used in navigation, construction or drilling and includes ships, barges, drilling vessels or rigs, crane vessels, floating production facilities, tug boats, support vessels, supply vessels, standby/emergency vessels, pipe laying vessels, diving support vessels, lighter or like vessels, or any other vessels used in offshore and gas operations;
 - b. tug boats;
 - c. barges, self-propelled dredges, tugs or other self-propelled vessels, used in connection with the dredging of ports, harbours, bays, estuaries, rivers and channels; and
 - d. near coastal or inshore operations covering such areas as ferries, water taxis, tourism charter vessels, coastal cargo vessels, surf and sea search rescue in coastal waters, water-borne police and emergency services vessels, port operations support vessels, marine environmental protection services vessels, and coastal commercial fishing.

21. Overlap between these separate sectors proposed to be excluded in paragraphs 17 and 21, and the proposed awards, will be minimal; and to include the distinct industry needs of those industries would require unnecessary modification of the terms and conditions applying. The rationale for the exclusion of these industries is consistent with those outlined in Paragraph 10.

22. These sectors or branches would be better regulated by modern awards that are aligned to the particular work performed.

Other specific exclusions

23. Section 576V(3) states that a modern award must be expressed not to bind employers bound by enterprise awards in respect of employees to whom the award applies. The draft awards meets this requirement.

24. The Scope or coverage of the awards is a crucial issue in determine the appropriate content of the modern awards and the safety net of minimum terms and conditions for the industry to be covered. Should the scope provision alter, it may be necessary to revisit the content of the proposed modern awards.

APPROACH TO DEVELOPING SAFETY NET CONTENT

25. The development of safety net content for modern awards involves two phases:
- a. the establishment of a new safety net of minimum terms and conditions of employment appropriate for the award coverage proposed; and
 - b. any transitional arrangements where the new safety net established by modern awards is different from the terms and conditions in existing awards and NAPSAs.
26. Both these tasks must be undertaken having regard to the requirements of the Act and the Request.

Principles for the new safety net

27. The maritime industry seagoing and maritime oil and gas sectors have principal federal awards to provide a starting point for drafting new award content. AMMA and ASOA have used these principal federal awards as the starting point for drafting the modern maritime awards. Existing award regulation of the maritime industry in respect of the oil and gas and seagoing sectors is well understood.
28. The following principles should guide the development of award content for the modern maritime awards:
- a. Current work arrangements and practices must not be adversely affected or altered as a result of the making of the new award. The new safety net should reflect and accommodate the current flexible work practices operating in the industry and its needs for the future.
 - b. The list of relevant awards published by the Commission is a starting point only;
 - c. From this list, the following instruments should be excluded from consideration:
 - i. awards that fall outside the scope of the proposed awards; and
 - ii. enterprise awards (both federal and NAPSAs).
 - d. Any awards should not adversely impact the ability of workplace arrangements at current operations to continue post 1 January 2010.

- e. Minimum terms and conditions should then be identified to establish a true safety net for matters to be included in the modern award.

29. The award content for each clause of the proposed awards have been based on these principles.

REVIEW OF PROPOSED CONTENT

30. The content rationale of the proposed two awards is set out in Appendices 1 and 2.

OTHER MATTERS

Superannuation

31. The current Principle awards for seagoing and offshore do not prescribe a default superannuation fund. Accordingly the proposed awards also do not contain a Superannuation Clause. Superannuation is dealt with exhaustively by legislation and other instruments. It is not necessary that these awards regulate superannuation.

Tony Caccamo

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Australian Mines and Metals Association

6 March 2009

Maritime Industry - Offshore Oil and Gas Award 2010

PROPOSED AWARD: 6 March 2009

TABLE OF CONTENTS

Page no.

Part 1 - Application and Operation	3
1 Title	3
2 Commencement Date	3
3 Definitions and Interpretation	3
4 Coverage	4
4.1 Industry award coverage	4
4.2 Definition of maritime industry - offshore oil and gas.....	4
4.3 Exclusions	4
5 Access to the Award and the National Employment Standards	5
6 The National Employment Standards and this Award	5
7 Award Flexibility	5
Part 2 - Consultation and Dispute Resolution	6
8 Consultation regarding Major Workplace Change	6
8.1 Employer to notify.....	6
8.2 Employer to discuss change	6
9 Dispute Resolution	7
Part 3 - Types of Employment and Termination of Employment	7
10 Types of Employment	7
10.1 Full-time employment	7
10.2 Part-time employment	7
10.3 Fixed-term relief employment.....	7
10.4 Probation period	8
11 Termination of Employment	8
11.1 Notice of termination by an employee	8
11.2 Serious misconduct	8
11.3 Repatriation to home port after termination	8
11.4 Fixed-term relief employees	8
12 Redundancy	8
12.1 Transfer to lower paid duties	9
12.2 Employee leaving during notice period	9
Part 4 - Minimum Wages and Related Matters	9
13 Classifications and Minimum Wage Rates	9
14 Allowances	12
14.1 Meal and accommodation allowance	12
14.2 Travel Expenses.....	13
14.3 Industrial and Protective Clothing.....	13
14.4 Vessels Wrecked or Stranded	13
14.5 Damage to Personal Effects.....	13
14.6 Reimbursement of expenses.....	13
14.7 Study allowance	14
14.8 Medicals and Passport	15
14.9 Sailing short-handed allowance	15
14.10 Allowances specific to vessels other than floating production facilities.....	15

14.11	Allowances specific to floating production facilities	15
14.12	Method of adjusting expense related allowances.....	16
15	Payment of Wages	17
Part 5	- Hours of Work and Related Matters	17
16	Hours of Work	17
17	Maximum Weekly Hours	17
18	Breaks	17
Part 6	- Leave and Public Holidays	18
19	Leave	18
19.1	Entitlement to leave	18
19.2	Calculation of leave entitlement	18
19.3	Taking of leave	18
19.4	Payment of leave on termination of employment	19
20	Annual Leave	19
21	Personal/Carer’s Leave and Compassionate Leave	19
22	Community Service Leave	19
23	Public Holidays	19
24	Parental Leave	19

SCHEDULE A - TRANSITIONAL ARRANGEMENTSERROR! BOOKMARK NOT DEFINED.

Part 1 - Application and Operation

1 Title

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

2 Commencement Date

This award commences on 1 January 2010.

3 Definitions and Interpretation

3.1 In this award, unless the contrary intention appears:

Act means the Workplace Relations Act 1996 (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

Commission means the Australian Industrial Relations Commission or its successor

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

day means 24 hours from 12 midnight to 12 midnight

employee has the meaning in the Act

employer has the meaning in the Act

enterprise award has the meaning in 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 the port at which the employee is originally engaged or the port mutually agreed upon between the employer and the employee concerned

NES means National Employment Standards

non-propelled vessel means a Mobile Offshore Drill Unit (MODU) where a Marine Order 47 crew is required

offshore vessels include 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, standby/emergency vessel, pipe laying vessel, diving support vessel, lighter or like vessels, or any other vessel used in offshore and gas operations

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

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

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

standard rate means the base rate of the Integrated Rating classification for support vessels 64 metres or less 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 - category 1 means a support vessel, as defined, whose main propulsion engines generate up to 8,999 BHP

support vessel - category 2 means a support vessel, as defined, whose main propulsion engines generate over 8,999 BHP

support vessel means a vessel designed and equipped to perform AH/T/S 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, ROV operations, pipe reel operations, etc

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

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

4 Coverage

4.1 Industry award coverage

This industry award covers, to the exclusion of any other modern award:

- (a) employers who are engaged in the maritime industry - offshore oil and gas throughout Australia in respect of work by their employees in a classification in this award; and
- (b) their employees engaged in the classifications listed in clause 13 - Classifications and minimum wage rates, of this award.

4.2 Definition of maritime industry - offshore oil and gas

For the purposes of this clause, maritime industry - offshore oil and gas means offshore vessels (as defined) engaged in connection with offshore oil and gas operations.

4.3 Exclusions

This award does not cover:

- (a) an employer bound by an enterprise award with respect to any employee who is covered by the enterprise award;
- (b) an employee excluded from award coverage by the Act;
- (c) employers in respect of:
 - (i) seagoing vessels trading as cargo or passenger vessels which in the course of such trade proceed to sea (on voyages outside the limits of bays, harbours or rivers); and
 - (ii) tug boats;
 - (iii) barges, self-propelled dredges, tugs or other self-propelled vessels, used in connection with the dredging of ports, harbours, bays, estuaries, rivers and channels;
 - (iv) near coastal or inshore operations covering such areas as ferries, water taxis, tourism charter vessels, coastal cargo vessels, surf and sea search rescue in coastal waters,

water-borne police and emergency services vessels, port operations support vessels, marine environmental protection services vessels, and coastal commercial fishing.

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

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

5 Access to the Award and the National Employment Standards

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

6 The National Employment Standards and this Award

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

7 Award Flexibility

- 7.1 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;
- (e) arrangements for work cycles; and
- (f) provisions of Part 6 Leave and Public Holidays.

- 7.2 The employer and the individual employee must have genuinely made the agreement without coercion or duress.

- 7.3 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 7.1; and
- (b) not disadvantage the individual employee in relation to the individual employee's terms and conditions of employment.

- 7.4 For the purposes of clause 7.3(b) the agreement will be taken not to disadvantage the individual employee in relation to the individual employee's terms and conditions of employment if:

- (a) the agreement does not result, on balance, in a reduction in the overall terms and conditions of employment of the individual employee under this award and any applicable agreement made under the Act, as those instruments applied as at the date the agreement commences to operate; and
- (b) the agreement does not result in a reduction in the terms and conditions of employment of the individual employee under any other relevant laws of the Commonwealth or any relevant laws of a State or Territory.

- 7.5 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 does not disadvantage the individual employee in relation to the individual employee's terms and conditions of employment; and
 - (e) state the date the agreement commences to operate.
- 7.6 The employer must give the individual employee a copy of the agreement and keep the agreement as a time and wages record.
- 7.7 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.
- 7.8 The agreement may be terminated:
- (a) by the employer or the individual employee giving four 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.
- 7.9 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.

Part 2 - Consultation and Dispute Resolution

8 Consultation regarding Major Workplace Change

8.1 Employer to notify

- (a) 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.
- (b) 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.

8.2 Employer to discuss change

- (a) The employer must discuss with the employees affected and their representatives, if any, the introduction of the changes referred to in clause 8.1, 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.
- (b) 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 8.1.
- (c) 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.

9 Dispute Resolution

- 9.1 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.
- 9.2 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 9.1 have been taken, a party to the dispute may refer the dispute to the Commission.
- 9.3 The parties may agree on the process to be utilised by the Commission including mediation, conciliation and consent arbitration.
- 9.4 Where the matter in dispute remains unresolved the Commission may exercise any method of dispute resolution permitted by the Act that it considers appropriate to ensure the settlement of the dispute.
- 9.5 An employer or employee may appoint another person, organisation or association to accompany and/or represent them for the purposes of this clause.
- 9.6 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.

Part 3 - Types of Employment and Termination of Employment

10 Types of Employment

An employee may be engaged on a full-time, part-time, fixed-term relief or probationary basis.

10.1 Full-time employment

A full-time employee is an employee who is engaged to work an average of 38 ordinary hours per week plus reasonable additional hours in accordance with the NES.

10.2 Part-time employment

- (a) A part-time employee is an employee who:
- (i) is engaged to work an average of fewer hours than a full-time employee per week over the agreed work cycle; and
 - (ii) receives, on a pro rata basis, equivalent pay and conditions to those of full-time employees who do the same kind of work.
- (b) For each day worked, a part-time employee will be paid no less than the daily aggregate salary for their classification in clause 13 - Classifications and minimum wage rates.
- (c) An employer must inform a part-time employee of the ordinary hours of work and starting and finishing times. All time worked in excess of these hours will be paid at the appropriate overtime rate.

10.3 Fixed-term relief employment

- (a) A fixed-term relief employee is an employee who:
- (i) is engaged to cover one-off periods of relief;
 - (ii) is engaged to work on a project with a finite life; or
 - (iii) is engaged on a fixed-term contract in any other situation as agreed between the employer and the employee; and

- (b) receives, on a pro rata basis, equivalent pay and conditions to those of full-time employees during the period of the fixed-term.

10.4 Probation period

An employer may initially engage a full-time or part-time employee for a period of probationary employment for the purpose of determining the employee's suitability for ongoing employment. The employee must be advised in advance that the employment is probationary and of the duration of the probation which is to be either:

- (a) three months or less; or
- (b) more than three months and is reasonable, having regard to the nature and circumstances of the employment.

11 Termination of Employment

Notice of termination is provided for in the NES.

11.1 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 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.

11.2 Serious misconduct

If an employee at sea is instantly dismissed for serious misconduct the employee will thereupon cease to be entitled to any payments, including all allowances.

11.3 Repatriation to home port after termination

Except in cases of summary dismissal, termination of employment elsewhere than at the home port will be subject to the following conditions:

- (a) Conveyance to Home Port see clause 14.2 - Travel Expenses.
- (b) Provision of keep and meals and accommodation before arrival in home port will be in accordance with clause 14.1 - Meal and accommodation allowance.

11.4 Fixed-term relief employees

Where an fixed-term relief employee's services are terminated by his/her employer before he/she has been employed for a period of 90 days he/she will receive an additional payment on termination as prescribed below. The additional payment does not apply to any employee whose services are terminated by reason of misconduct or where an employee terminates his/her services of his/her own volition.

- (a) Where an employee's services are terminated before he/she has been employed for a period of 90 days he/she will receive an additional payment equivalent to 5% of the portion of his/her annual rate earned during the period of his/her employment.
- (b) Where a seaman's services are terminated before he/she has been employed for a period of 90 days he/she will receive an additional payment equivalent to 12% of the portion of his/her annual rate earned during the period of his/her employment.

12 Redundancy

Redundancy is provided for in the NES.

12.1 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 the employee would have been entitled to if the employment had been terminated and the employer may, at the employer's option, make payment instead of an amount 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.

12.2 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 4 - Minimum Wages and Related Matters

13 Classifications and Minimum Wage Rates

13.1 An employee under this award, except as otherwise stated, will be paid at the rate of the aggregate annual salary prescribed in accordance with this clause appropriate to that employee's classification and employment.

Vessel Type/Description	Master Facility Master			1st Mate		
	Base Salary	Aggregate Component	Aggregate Salary	Base Salary	Aggregate Component	Aggregate Salary
Floating Production Facilities	\$ 53,073	\$ 39,805	\$ 92,878	\$ 44,232	\$ 33,174	\$ 77,406
Support Vessels more than 64m	\$ 51,170	\$ 34,176	\$ 85,346	\$ 45,747	\$ 30,554	\$ 76,301
Self-Propelled Drilling Vessels Drillship	\$ 50,709	\$ 33,868	\$ 84,577	\$ 45,338	\$ 30,281	\$ 75,619
Support Vessels 64m or less Self-Propelled Drilling Vessels Semi-Submersible	\$ 47,945	\$ 32,022	\$ 79,967	\$ 42,877	\$ 28,637	\$ 71,514
Seismic Survey Vessels	\$ 47,945	\$ 32,022	\$ 79,967	\$ 47,024	\$ 31,407	\$ 78,431
Non-Propelled MODUs Under Tow	\$ 47,945	\$ 32,022	\$ 79,967	\$ 42,877	\$ 28,637	\$ 71,514
Supply Vessels Mary Anne Tide	\$ 44,720	\$ 29,868	\$ 74,588	\$ 40,007	\$ 26,720	\$ 66,727
Standby/Utility Vessels Utility Vessels including Landing Barges	\$ 43,338	\$ 28,945	\$ 72,283	\$ 38,776	\$ 25,898	\$ 64,674
Mooring Assisted/Utility Vessels	\$ 41,034	\$ 27,406	\$ 68,440	\$ 30,408	\$ 30,504	\$ 60,912

Vessel Type/Description	2nd Mate Deck/Communication Officer Radio Officer			Chief Engineer		
	Base Salary	Aggregate Component	Aggregate Salary	Base Salary	Aggregate Component	Aggregate Salary
Floating Production Facilities	\$ 42,288	\$ 31,716	\$ 74,004	\$ 55,715	\$ 41,786	\$ 97,501
Support Vessels more than 64m	\$ 41,310	\$ 27,591	\$ 68,901	\$ 50,184	\$ 33,518	\$ 83,702
Self-Propelled Drilling Vessels Drillship	\$ 40,942	\$ 27,345	\$ 68,287	\$ 49,732	\$ 33,216	\$ 82,948
Support Vessels 64m or less Self-Propelled Drilling Vessels Semi-Submersible	\$ 38,730	\$ 25,868	\$ 64,598	\$ 47,024	\$ 31,407	\$ 78,431
Seismic Survey Vessels	\$ 42,877	\$ 28,637	\$ 71,514	-	-	-
Non-Propelled MODUs Under Tow	-	-	-	-	-	-
Supply Vessels Mary Anne Tide	\$ 36,151	\$ 24,145	\$ 60,296	\$ 43,862	\$ 29,295	\$ 73,157
Standby/Utility Vessels Utility Vessels including Landing Barges	-	-	-	\$ 42,508	\$ 28,391	\$ 70,899
Mooring Assisted/Utility Vessels	-	-	-	\$ 40,251	\$ 26,883	\$ 67,134

Vessel Type/Description	1st Engineer			2nd Engineer Electrical Engineer Marine Electrician		
	Base Salary	Aggregate Component	Aggregate Salary	Base Salary	Aggregate Component	Aggregate Salary
Floating Production Facilities	\$ 47,820	\$ 35,865	\$ 83,685	\$ 45,876	\$ 34,407	\$ 80,283
Support Vessels more than 64m	\$ 45,747	\$ 30,554	\$ 76,301	\$ 41,310	\$ 27,591	\$ 68,901
Self-Propelled Drilling Vessels Drillship	\$ 45,338	\$ 30,281	\$ 75,619	\$ 40,942	\$ 27,345	\$ 68,287
Support Vessels 64m or less Self-Propelled Drilling Vessels Semi-Submersible	\$ 42,877	\$ 28,637	\$ 71,514	\$ 38,730	\$ 25,868	\$ 64,598
Seismic Survey Vessels	\$ 47,024	\$ 31,407	\$ 78,431	\$ 42,877	\$ 28,637	\$ 71,514
Non-Propelled MODUs Under Tow	-	-	-	-	-	-
Supply Vessels Mary Anne Tide	\$ 40,007	\$ 26,720	\$ 66,727	\$ 36,151	\$ 24,145	\$ 60,296
Standby/Utility Vessels Utility Vessels including Landing Barges	-	-	-	-	-	-
Mooring Assisted/Utility Vessels	-	-	-	-	-	-

Vessel Type/Description	Chief Integrated Rating Chief Caterer Chief Cook Chief Steward Chief Catering Rating Bosun Chief Integrated Rating			Integrated Rating Catering Attendant Cook or 2nd Cook Assistant Steward Catering Rating Deckhand		
	Base Salary	Aggregate Component	Aggregate Salary	Base Salary	Aggregate Component	Aggregate Salary
Floating Production Facility	\$ 42,965	\$ 32,224	\$ 75,189	\$ 40,755	\$ 30,566	\$ 71,321
Self-Propelled Drilling Vessels Drillship	\$ 38,500	\$ 25,714	\$ 64,214	\$ 36,058	\$ 24,083	\$ 60,141
Support Vessels more than 64m	-	-	-	\$ 34,409	\$ 22,982	\$ 57,391
Self-Propelled Drilling Vessels Semi-Submersible	\$ 36,427	\$ 24,329	\$ 60,756	\$ 34,123	\$ 22,791	\$ 56,914
Support Vessels 64m or less Supply Vessels Standby/Utility Vessels Non-Propelled MODUs Under Tow Mary Anne Tide Standby/Utility Vessels Mooring Assisted/Utility Vessels Seismic Survey Vessels	\$ 35,705	\$ 22,671	\$ 58,376	\$ 32,280	\$ 21,560	\$ 53,840

Vessel Type/Description	Bosun's Mate			Provisional IR Over 18			Provisional IR Under 18		
	Base Salary	Aggregate Component	Aggregate Salary	Base Salary	Aggregate Component	Aggregate Salary	Base Salary	Aggregate Component	Aggregate Salary
Self-Propelled Drilling Vessels Drillship	\$ 37,035	\$ 24,735	\$ 61,770	\$ 21,373	\$ 14,275	\$ 35,648	\$ 18,278	\$ 12,208	\$ 30,486
Self-Propelled Drilling Vessels Semi-Submersible	\$ 35,045	\$ 23,406	\$ 58,451	\$ 21,373	\$ 14,275	\$ 35,648	\$ 18,278	\$ 12,208	\$ 30,486

Vessel Type/Description	Manning	Chief Engineer			1st Engineer		
		Base Salary	Aggregate Component	Aggregate Salary	Base Salary	Aggregate Component	Aggregate Salary
Dry Cargo up to 19,000 tonnes	Less than 19	\$ 51,526	\$ 19,497	\$ 71,023	\$ 44,056	\$ 16,671	\$ 60,727
	AOV	\$ 50,193	\$ 18,993	\$ 69,186	\$ 42,941	\$ 16,249	\$ 59,190
Dry Cargo of between 19,000 and 39,000 tonnes	Less than 19	\$ 53,242	\$ 20,147	\$ 73,389	\$ 45,491	\$ 17,214	\$ 62,705
	AOV	\$ 51,859	\$ 19,623	\$ 71,482	\$ 44,334	\$ 16,776	\$ 61,110
Dry Cargo over 39,000 tonnes	Less than 19	\$ 55,259	\$ 20,910	\$ 76,169	\$ 47,179	\$ 17,853	\$ 65,032
	AOV	\$ 53,818	\$ 20,365	\$ 74,183	\$ 45,973	\$ 17,396	\$ 63,369
Crude Tankers	Less than 19	\$ 63,189	\$ 23,911	\$ 87,100	\$ 53,229	\$ 20,142	\$ 73,371
	AOV	\$ 60,980	\$ 23,075	\$ 84,055	\$ 51,404	\$ 19,451	\$ 70,855
Other (Product) Tankers	Less than 19	\$ 65,816	\$ 24,905	\$ 90,721	\$ 54,789	\$ 20,732	\$ 75,521
	AOV	\$ 62,957	\$ 23,823	\$ 86,780	\$ 52,455	\$ 19,849	\$ 72,304
Gas Carriers	Less than 19	\$ 65,131	\$ 24,646	\$ 89,777	\$ 54,228	\$ 20,520	\$ 74,748
	AOV	\$ 63,402	\$ 23,991	\$ 87,393	\$ 52,817	\$ 19,986	\$ 72,803

Vessel Type/Description	Manning	2nd Engineer			3rd Engineer		
		Base Salary	Aggregate Component	Aggregate Salary	Base Salary	Aggregate Component	Aggregate Salary
Dry Cargo up to 19,000 tonnes	Less than 19	\$ 40,425	\$ 15,297	\$ 55,722	\$ 38,557	\$ 14,590	\$ 53,147
	AOV	\$ 39,419	\$ 14,916	\$ 54,335	\$ 37,605	\$ 14,230	\$ 51,835
Dry Cargo of between 19,000 and 39,000 tonnes	Less than 19	\$ 41,616	\$ 15,747	\$ 57,363	\$ 39,783	\$ 15,054	\$ 54,837
	AOV	\$ 40,677	\$ 15,392	\$ 56,069	\$ 38,795	\$ 14,680	\$ 53,475
Dry Cargo over 39,000 tonnes	Less than 19	\$ 43,140	\$ 16,324	\$ 59,464	\$ 40,719	\$ 15,410	\$ 56,129
	AOV	\$ 42,051	\$ 15,912	\$ 57,963	\$ 39,704	\$ 15,024	\$ 54,728
Crude Tankers	Less than 19	\$ 49,127	\$ 18,590	\$ 67,717	\$ 45,613	\$ 17,260	\$ 62,873
	AOV	\$ 47,460	\$ 17,959	\$ 65,419	\$ 44,080	\$ 16,680	\$ 60,760
Other (Product) Tankers	Less than 19	\$ 50,499	\$ 19,109	\$ 69,608	\$ 47,436	\$ 17,950	\$ 65,386
	AOV	\$ 48,369	\$ 18,303	\$ 66,672	\$ 45,452	\$ 17,199	\$ 62,651
Gas Carriers	Less than 19	\$ 49,989	\$ 18,916	\$ 68,905	\$ 47,868	\$ 18,113	\$ 65,981
	AOV	\$ 48,701	\$ 18,428	\$ 67,129	\$ 46,642	\$ 17,649	\$ 64,291

Vessel Type/Description	Manning	Chief Integrated Rating Chief Cook Chief Steward			2nd Cook			Integrated Rating Catering Attendant Assistant Steward		
		Base Salary	Aggregate Component	Aggregate Salary	Base Salary	Aggregate Component	Aggregate Salary	Base Salary	Aggregate Component	Aggregate Salary
Dry Cargo up to 19,000 tonnes	Less than 19	\$ 36,223	\$ 13,707	\$ 49,930	-	-	-	\$ 32,851	\$ 12,431	\$ 45,282
	AOV	\$ 35,339	\$ 13,372	\$ 48,711	\$ 32,969	\$ 12,475	\$ 45,444	\$ 32,062	\$ 12,132	\$ 44,194
Dry Cargo of between 19,000 and 39,000 tonnes	Less than 19	\$ 36,877	\$ 13,504	\$ 50,381	-	-	-	\$ 33,382	\$ 12,632	\$ 46,014
	AOV	\$ 35,974	\$ 13,613	\$ 49,587	\$ 33,518	\$ 12,683	\$ 46,201	\$ 32,578	\$ 12,328	\$ 44,906
Dry Cargo over 39,000 tonnes	Less than 19	\$ 37,184	\$ 14,070	\$ 51,254	-	-	-	\$ 33,545	\$ 12,693	\$ 46,238
	AOV	\$ 36,272	\$ 13,725	\$ 49,997	\$ 34,207	\$ 12,944	\$ 47,151	\$ 32,736	\$ 12,387	\$ 45,123
Crude Tankers	Less than 19	\$ 40,433	\$ 15,314	\$ 55,747	-	-	-	\$ 35,756	\$ 13,530	\$ 49,286
	AOV	\$ 39,114	\$ 14,801	\$ 53,915	\$ 36,296	\$ 13,734	\$ 50,030	\$ 34,503	\$ 13,056	\$ 47,559
Other (Product) Tankers	Less than 19	\$ 41,921	\$ 15,863	\$ 57,784	-	-	-	\$ 37,736	\$ 14,279	\$ 52,015
	AOV	\$ 40,304	\$ 15,251	\$ 55,555	\$ 37,387	\$ 14,147	\$ 51,534	\$ 36,219	\$ 13,705	\$ 49,924
Gas Carriers	Less than 19	\$ 43,325	\$ 16,394	\$ 59,719	-	-	-	\$ 39,189	\$ 14,829	\$ 54,018
	AOV	\$ 42,231	\$ 15,980	\$ 58,211	\$ 39,984	\$ 15,130	\$ 55,114	\$ 38,219	\$ 14,462	\$ 52,681

13.2 The training, qualifications, roles and responsibilities, of the classification of employee included in the tables above are incorporated in Australian Marine Orders - Part 3, the Navigation Act 1912 and relevant State Flag requirements.

- 13.3 The annual salaries have been fixed on an aggregate basis such that they take into account all aspects and conditions of employment. The aggregate salaries are based on an even time roster of 12 hours per day over seven days of the week, travelling time and an allowance for miscellaneous functions. The aggregate salaries are based on:
- (a) all hours worked in excess of 7.6 hours per day are calculated on the basis of time and one half for the first two hours and double time thereafter;
 - (b) Saturday work time and one half for the first two hours and double time thereafter;
 - (c) Sunday work at double time;
 - (d) public holidays at time and one half which is applied to five public holidays given the even time roster; and
 - (e) 63.38 equivalent ordinary hours pay per week.
- 13.4 Nothing in the schedule of salaries is to be taken or construed as meaning that any classification of employee referred to is to be carried in any vessel. The rate of annual salary allocated to any classification of employee will only have effect if such classification of employee is carried in the vessel.
- 13.5 In each of the classifications under this award it is a requirement that an employee must:
- (a) perform work in a fully flexible manner as reasonably required by the employer and in accordance with the employee's ability and competence;
 - (b) acquire any skills as reasonably requested by the employer and, where necessary, undertake required training and assist with the training of others; and
 - (c) use such tools and equipment as may be required, subject to the limit of the employee's skills and competence and provided that the employee has been properly trained in the use of such tools and equipment.

14 Allowances

14.1 Meal and accommodation allowance

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

Breakfast	\$14.69
Lunch	\$17.61
Dinner	\$29.36

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

- (b) An employee who is required to live ashore away from their home port may elect to provide his/her own accommodation in which event he/she will be reimbursed an allowance of \$238.85 per day made up as follows:

Breakfast	\$14.69
Lunch	\$17.61
Dinner	\$29.36
Accommodation	\$177.19

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

- (iii) the employer will pay the employee a victualling allowance of 16.96% of the standard rate per rest and recreation day; and
 - (iv) an employee's leave balance will remain unaffected by rest and recreation days.
- (d) This clause will not apply where the employer provides meals and accommodation.

14.2 Travel Expenses

- (a) Unless provided by the employer, the employer shall reimburse the employee the cost of repatriating to and from his/her home port for the purpose of taking leave and to his/her home port upon termination of his/her employment. Where an employee terminates his/her employment before completion of his/her first on duty cycle, he/she shall be responsible for his/her own repatriation.
- (b) An employee shall be reimbursed for one taxi fare to the airport from his/her home and vice versa for the purposes of travelling to or from the vessel, upon production of receipt, up to a maximum of 6.29% of the standard rate per trip.
- (c) Where an employee has to wait for four hours or more for a connecting flight whilst travelling between his/her vessel and his/her home port the employer shall provide or reimburse the employee the cost of hotel accommodation where available.
- (d) Air travel - in the event that the employer does not provide air travel the employee will be reimbursed the cost of economy class airfares.
- (e) Travelling expenses - any additional travelling expenses reasonably incurred shall be reimbursable.

14.3 Industrial and Protective Clothing

An employee will be reimbursed for one third of the cost of designated protective and industrial clothing. Unless provided by the employer, the employee will be reimbursed the cost of two pairs of high visibility overalls per annum, oil skins, sou' westers and sea boots.

14.4 Vessels Wrecked or Stranded

If a vessel in the course of a voyage becomes wrecked or stranded and an employee is called upon for special efforts while the vessel is still wrecked or stranded, the employee will for the time during which the employee so assists be paid at the rate of 2.94% of the standard rate per hour in addition to any other entitlement under this award.

If under such conditions an employee sustains damage to or loses his/her 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 524.27% of the standard rate.

14.5 Damage to Personal Effects

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

14.6 Reimbursement of expenses

- (a) The employer will reimburse an employee any expenses reasonably incurred by the employee in the performance of their duties and on behalf of the employer.
- (b) The entitlement under this clause will extend to:
 - (i) expenses associated with enquiries as to casualties or as to the conduct of employees and to proceedings for any alleged breach of any maritime or port or other regulations; and
 - (ii) reimbursement of reasonable legal costs incurred or fines imposed by a competent tribunal under any applicable environmental legislation. provided that the expenses incurred were not due to, or arise from, the employee's personal default or misconduct.

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

14.7 Study allowance

(a) Eligible employees

- (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 (Chief Deck Officer) or Master of a ship.
- (ii) An employee Marine Engineer, Engineering Officer or Electrical Engineer Officer (Electrician), who goes ashore to study and sit for an approved course of study of Marine Engineering.
- (iii) An approved course of study is a Certificate of Competency, including an Endorsement, as prescribed by the Navigation Act or regulations made there under, conducted by the Australian Maritime College or an approved technical institution or academy.

(b) Conditions for accessing entitlement

The entitlements prescribed in 14.7(a) 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; and
- (ii) the employee has been in the employment of the employer for the twelve months prior to commencing the period of study; and
- (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 twelve months after sitting for the certificate in question. This arrangement will not prevent an employer from terminating an employee, however an employee may only terminate their employment during this twelve month period:
 - with the employer's consent, or
 - with the approval of the Commission; and
- (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 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 period of accrued leave - A period of additional leave (immediately following the sitting for each certificate), equal to three quarters of the authorised period of study.
- (iii) An employer and an employee may agree to grant the additional leave under 14.7(c)(ii) as payment in lieu of leave.

(d) Living away from home allowance

- (i) When it is necessary for an employee to take up temporary residence away from their home port to undertake the approved study, the employee will be entitled to the following living away from home allowance, during the authorised period of study:
 - \$97.05 per week; or
 - \$136.83 per week, (if the employee has a spouse and/or dependant children).
- (ii) The allowances set out in 14.7(d)(i) will be reviewed on or from 1st January each year by the total percentage movement in the consumer price index for the preceding four quarters.

(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 holidays).

(f) 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 14.7(c)(i). For these purposes, the employee's salary rate will be that rate applicable at the date of termination.

14.8 Medicals and Passport

- (a) An employee who undergoes a medical examination by a medical inspector of seamen, at the requirement of the employer, or pursuant to requirements under the Navigation Act and relevant Marine Orders, will be reimbursed for the cost of the prescribed fees by the employer.
- (b) An employee who is required by the employer to have and maintain a valid passport, any necessary visas and necessary vaccinations will be reimbursed by the employer for all reasonable charges, fees and expenses incurred by the employee in this respect.

14.9 Sailing short-handed allowance

Where a facility is required to continue operations with less than the normal marine complement, work will continue and normal operations be maintained on the understanding that members of the complement required to perform the duties of the absentee will receive the aggregate wage of the absentee during the period of short-handedness. The payment of shorthand money will not apply, however, where the short-handedness results from the granting of leave to an employee on compassionate grounds, where a temporary short-handedness occurs as a result of the termination of a member of the complement due to misconduct or where the employer, having diligently tried, is unable to obtain a replacement.

14.10 Allowances specific to vessels other than floating production facilities

(a) Shared accommodation allowance

Where a crew member, is required to share a cabin is not already in receipt of any monetary consideration thereto, he/she will be entitled to an additional allowance of 4.19% of the standard rate per day on each day he/she is so required to share accommodation.

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

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

(c) Hardlying allowance

An allowance of 5.24% of the standard rate per day will be payable to crew members accommodated on board in a two berth cabin and an allowance of 8.39% of the standard rate per day will be payable to crew members accommodated on board in a four berth cabin. These allowances cover all circumstances associated with living on board a self-propelled drilling vessel.

14.11 Allowances specific to floating production facilities

(a) Communication allowance

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

(b) Keep allowance

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

(c) Personal accident and insurance allowance

Except where it is provided, the employer will reimburse the employee for a death and personal accident insurance cover of \$109,218 for each employee's employment. Subject to the terms and exclusions of the policy or policies purchased by the employer 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;
 - 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 will not exceed 100 weeks.
- (ii) Geographical limits - for accidents to be world-wide.
- (iii) Age coverage - 16 to 64 years.
- (iv) Exemptions - charter aircraft's, helicopters and motorcycles not to be exempt.
- (v) Maximum liability - policies to have a liability sufficient to cover all lives involved in any one accident.

(d) Personal illness insurance allowance

Except where it is provided the employer will reimburse the employee for insurance against loss of salary where an employee is unable to commence a duty period due to an illness, and where that illness does not attract any benefits pursuant to sections 123-134 of the Navigation Act 1912. 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 his/her 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.
- (vi) No medical expenses are payable under this insurance.

14.12 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
Meal Allowance	Take away and fast foods sub-group
Accommodation Allowance	All groups

15 Payment of Wages

- 15.1 The employer will pay the employees wages, penalties and allowances at a frequency of not longer than monthly by electronic funds transfer into the employee's bank (or other recognised financial institution) nominated by the employee.
- 15.2 An employer may deduct from any amount required to be paid to an employee under this clause the amount of any overpayment of wages or allowances.
- 15.3 Salaries will be calculated in the following way:
- (a) The monthly rate by dividing the annual rate by twelve;
 - (b) The fortnightly rate by dividing the annual rate by 26; and
 - (c) The daily rate for fortnightly paid employees by dividing the fortnightly rate by fourteen.

Part 5 - Hours of Work and Related Matters

16 Hours of Work

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

16.1 Ordinary hours of work

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

16.2 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 twelve hours provided:

- (a) An employee will 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 eighteen hours he/she will not be required for further duty until he/she has had for the purpose of rest, a period of ten consecutive hours off duty inclusive of meal breaks.
 - (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.
- 16.3 Notwithstanding any other provision of this award, employees who go to sea may be engaged to work on cycle work.

17 Maximum Weekly Hours

- 17.1 This clause of the award provides industry specific detail and supplements the NES which deals with maximum weekly hours.
- 17.2 For the purposes of the NES an employee's weekly hours may be averaged over a period of 52 weeks.

18 Breaks

- 18.1 An employee is entitled to an unpaid meal break of not less than 30 minutes for each meal. Employees may be required to curtail their meal breaks where operational requirements of the vessel dictate.
- 18.2 Breaks will be scheduled by the Master based upon operational requirements so as to ensure continuity of operations. The employer will not require an employee to work more than six hours before the first meal is taken or between subsequent meal breaks if any.

Part 6 - Leave and Public Holidays

19 Leave

The NES operate in conjunction with this award to provide a fair net of minimum entitlements for employees covered by this award. The leave entitlement in 19.1 operate in conjunction with the NES and gives full effect to the standards contained in Chapter 2 Part 2.2 Division 3 Maximum weekly hours, Division 4 Requests for flexible working arrangements, Division 6 Annual Leave, Division 7 Personal/carer's leave and compassionate leave and Division 10 Public holidays.

19.1 Entitlement to leave

- (a) Subject to 19.3(c), for each day of duty on a vessel or a day during which the employee is necessarily involved in travelling to or from a vessel or place of work as required by the employer, an employee will accrue an entitlement to 1.153 of a day's leave without loss of pay.
 - (i) The "on duty" period commences the day the employee joins his/her vessel; and
 - (ii) The "off duty" period commences the day the employee leaves his/her vessel.
- (b) The extent to which the leave granted is more or less than that actually due will be debited or credited to the employee as less or additional leave.

19.2 Calculation of leave entitlement

- (a) The leave entitlement in 19.3 gives effect to, amongst other things:
 - (i) leave with pay for weekends and public holidays worked;
 - (ii) annual leave with pay of five weeks per annum;
 - (iii) personal leave;
 - (iv) carer's leave;
 - (v) compassionate leave; and
 - (vi) 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 his/her vessel, he/she will accrue a day of time off for each additional day or part thereof spent.
- (c) In acknowledgement that the swing off day is an off duty day under the provisions of this clause and that an employee may be required to perform duties for all or part of the day, the employee will be entitled to an additional payment of one day's pay at the employees normal rate of pay as full compensation for any work performed on each such crew change day.
- (d) The maximum time off an employee may accrue under this clause is 105 days. Unless agreement has been reached between the relevant union and the employer an employee will be required to take time off to ensure that the maximum of 105 days is not exceeded. Provided that where an employee who is scheduled on the basis of 4 weeks on 4 weeks off the maximum accrual will be 84 days.

19.3 Taking of leave

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

19.4 Payment of leave on termination of employment

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

20 Annual Leave

20.1 Clause 19.1 of this award gives full effect to the entitlement to annual leave. This clause of the award supplements the provisions of the NES which deal with annual leave.

20.2 For the purposes of the provisions of the NES which deal with annual leave, shiftworker means a continuous shiftworker.

21 Personal/Carer's Leave and Compassionate Leave

21.1 Clause 19.1 of this award gives full effect to the entitlement to personal/carer's leave and compassionate leave. This clause of the award supplements the provisions of the NES which deal with personal/carer's leave and compassionate leave.

21.2 Arrangements for taking of sick leave will be governed by the Navigation Act 1912.

21.3 Upon request, in the event of serious illness or death of a member of the employee's immediate family, the company will repatriate the employee to his/her home port as soon as reasonably practical. The company will endeavour to fill the resulting vacancy as promptly as possible.

22 Community Service Leave

22.1 Community service leave is provided for in the NES. This clause of the award supplements the provisions of the NES which deal with community service leave.

22.2 Arrangements for taking of leave

Given that an employee on duty is away from their home or community applications for community services leave will only be granted if it is reasonable in all the circumstances.

23 Public Holidays

23.1 Clause 19.1 of this award gives full effect to the entitlement to public holidays. This clause of the award supplements the provisions of the NES which deal with public holidays.

23.2 For the purposes of the NES, an employer may reasonably require an employee to work and an employee may not refuse to work on a public holiday if:

- (a) the employee works cycle work arrangements or is a continuous shiftworker and the public holiday falls during the employee's roster cycle; and
- (b) the employee is compensated for working on the public holiday.

24 Parental Leave

Parental leave is provided for in the NES.

Appendix 2

Maritime Industry - Seagoing Award 2010

PROPOSED AWARD: 6 March 2009

TABLE OF CONTENTS

Page no.

Part 1 - Application and Operation	3
1 Title	3
2 Commencement Date	3
3 Definitions and Interpretation	3
4 Coverage	4
4.1 Definition of maritime industry - seagoing	4
4.2 Exclusions	4
5 Access to the award and the National Employment Standards	5
6 The National Employment Standards and this Award	5
7 Award Flexibility	5
Part 2 - Consultation and Dispute Resolution	6
8 Consultation regarding Major Workplace Change	6
8.1 Employer to notify.....	6
8.2 Employer to discuss change	7
9 Dispute Resolution	7
Part 3 - Types of Employment and Termination of Employment	8
10 Types of Employment	8
10.1 Full-time employment	8
10.2 Part-time employment	8
10.3 Fixed-term relief employment.....	8
10.4 Probation period	8
11 Termination of Employment	9
11.1 Notice of termination by an employee	9
11.2 Repatriation to home port after termination	9
11.3 Fixed-term relief employees	9
12 Redundancy	9
12.1 Transfer to lower paid duties	9
12.2 Employee leaving during notice period	9
Part 4 - Minimum Wages and Related Matters	10
13 Classifications and Minimum Wage Rates	10
14 Allowances	13
14.1 Meal and accommodation allowance	13
14.2 Travel Expenses.....	13
14.3 Industrial and Protective Clothing.....	14
14.4 Vessels Wrecked or Stranded	14
14.5 Damage to Personal Effects.....	14
14.6 Reimbursement of expenses.....	15
14.7 Study allowance	15
14.8 Medicals and Passport.....	17
14.9 Tanker allowance	17
14.10 Handling/securing cargo allowance.....	17
14.11 Disturbance of sleep allowance.....	18
14.12 Method of adjusting expense related allowances.....	18
15 Payment of Wages	18

Part 5 - Hours of Work and Related Matters	19
16 Hours of Work	19
17 Maximum Weekly Hours	20
18 Breaks	20
Part 6 - Leave and Public Holidays	20
19 Leave Factor	20
19.1 Entitlement to leave	20
19.2 Calculation of leave entitlement	21
19.3 Taking of leave	21
19.4 Payment of leave on termination of employment	22
20 Annual Leave	22
21 Personal/Carer's Leave and Compassionate Leave	22
22 Community Service Leave	22
23 Public Holidays	23
24 Parental Leave	23

SCHEDULE A - TRANSITIONAL ARRANGEMENTS ERROR! BOOKMARK NOT DEFINED.

Part 1 - Application and Operation

25 Title

This award is the Maritime Industry - Seagoing Award 2010.

26 Commencement Date

This award commences on 1 January 2010.

27 Definitions and Interpretation

27.1 In this award, unless the contrary intention appears:

Act means the Workplace Relations Act 1996 (Cth)

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

Commission means the Australian Industrial Relations Commission or its successor

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

day means 24 hours from 12 midnight to 12 midnight

employee has the meaning in the Act

employer has the meaning in the Act

enterprise award has the meaning in the Act

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

NES means National Employment Standards

repatriation means the provision of transport to and from the home port of an employee at the employers cost

seagoing vessels means passenger transport, cruise vessels, bulk cargo vessels, container ships, roll-on roll-off passenger/car ferries, and tankers.

standard rate means the total rate of the AOV Integrated Rating classification for dry cargo vessels of up to 19,000 tonnes divided by 52

27.2 Where this award refers to a condition of employment provided for in the NES, the NES definition applies

28 Coverage

This industry award covers, to the exclusion of any other modern award:

- (a) employers who are engaged in the maritime industry - seagoing throughout Australia in respect of work by their employees in a classification in this award; and
- (b) their employees engaged in the classifications listed in clause 13 - Classifications and minimum wage rates of this award.

28.1 Definition of maritime industry - seagoing

For the purposes of this clause, maritime industry - seagoing means seagoing vessels (as defined) trading as cargo or passenger vessels which in the course of such trade proceed to sea (on voyages outside the limits of bays, harbours or rivers).

28.2 Exclusions

This award does not cover:

- (a) an employer bound by an enterprise award with respect to any employee who is covered by the enterprise award;
- (b) an employee excluded from award coverage by the Act;
- (c) employers in respect of:
 - (i) propelled or non-propelled vessels that may, but are not limited to, be used in navigation, construction or drilling and includes ships, barges, drilling vessels or rigs, crane vessels, floating production facilities, tug boats, support vessels, supply vessels, standby/emergency vessels, pipe laying vessels, diving support vessels, lighter or like vessels, or any other vessels used in offshore and gas operations;
 - (ii) tug boats;
 - (iii) barges, self-propelled dredges, tugs or other self-propelled vessels, used in connection with the dredging of ports, harbours, bays, estuaries, rivers and channels;
 - (iv) near coastal or inshore operations covering such areas as ferries, water taxis, tourism charter vessels, coastal cargo vessels, surf and sea search rescue in coastal waters, water-borne police and emergency services vessels, port operations support vessels, marine environmental protection services vessels, and coastal commercial fishing.

28.3 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.

29 Access to the award and the National Employment Standards

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

30 The National Employment Standards and this Award

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

31 Award Flexibility

31.1 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;
- (e) arrangements for work cycles;
- (f) provisions of Part 6 Leave and Public Holidays.

31.2 The employer and the individual employee must have genuinely made the agreement without coercion or duress.

31.3 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 7.1; and
- (b) not disadvantage the individual employee in relation to the individual employee's terms and conditions of employment.

31.4 For the purposes of clause 7.3(b) the agreement will be taken not to disadvantage the individual employee in relation to the individual employee's terms and conditions of employment if:

- (a) the agreement does not result, on balance, in a reduction in the overall terms and conditions of employment of the individual employee under this award and any applicable agreement made under the Act, as those instruments applied as at the date the agreement commences to operate; and
- (b) the agreement does not result in a reduction in the terms and conditions of employment of the individual employee under any other relevant laws of the Commonwealth or any relevant laws of a State or Territory.

- 31.5 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 does not disadvantage the individual employee in relation to the individual employee's terms and conditions of employment; and
 - (e) state the date the agreement commences to operate.
- 31.6 The employer must give the individual employee a copy of the agreement and keep the agreement as a time and wages record.
- 31.7 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.
- 31.8 The agreement may be terminated:
- (a) by the employer or the individual employee giving four 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.
- 31.9 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.

Part 2 - Consultation and Dispute Resolution

32 Consultation regarding Major Workplace Change

32.1 Employer to notify

- (a) 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.
- (b) 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.

32.2 Employer to discuss change

- (a) The employer must discuss with the employees affected and their representatives, if any, the introduction of the changes referred to in clause 8.1, 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.
- (b) 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 8.1.
- (c) 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.

33 Dispute Resolution

- 33.1 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.
- 33.2 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 9.1 have been taken, a party to the dispute may refer the dispute to the Commission.
- 33.3 The parties may agree on the process to be utilised by the Commission including mediation, conciliation and consent arbitration.
- 33.4 Where the matter in dispute remains unresolved the Commission may exercise any method of dispute resolution permitted by the Act that it considers appropriate to ensure the settlement of the dispute.
- 33.5 An employer or employee may appoint another person, organisation or association to accompany and/or represent them for the purposes of this clause.
- 33.6 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.

Part 3 - Types of Employment and Termination of Employment

34 Types of Employment

An employee may be engaged on a full-time, part-time, fixed-term relief or probationary basis.

34.1 Full-time employment

A full-time employee is an employee who is engaged to work an average of 38 ordinary hours per week plus reasonable additional hours in accordance with the NES.

34.2 Part-time employment

- (a) A part-time employee is an employee who:
 - (i) is engaged to work an average of fewer hours than a full-time employee per week over the agreed work cycle; and
 - (ii) receives, on a pro rata basis, equivalent pay and conditions to those of full-time employees who do the same kind of work.
- (b) For each day worked, a Part Time employee will be paid no less than the daily aggregate salary for their classification in clause 13 - Classifications and Minimum Wage Rates

34.3 Fixed-term relief employment

- (a) A fixed-term relief employee is an employee who:
 - (i) is engaged to cover periods of relief;
 - (ii) is engaged to work on a project with a finite life; or
 - (iii) is engaged on a fixed-term contract in any other situation as agreed between the employer and the employee; and
 - (iv) receives, on a pro rata basis, equivalent pay and conditions to those of full-time employees during the period of the fixed-term.

34.4 Probation period

An employer may initially engage a full-time or part-time employee for a period of probationary employment for the purpose of determining the employee's suitability for ongoing employment. The employee must be advised in advance that the employment is probationary and of the duration of the probation which is to be either:

- (a) three months or less; or
- (b) more than three months and is reasonable, having regard to the nature and circumstances of the employment.

35 Termination of Employment

Notice of termination is provided for in the NES.

35.1 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 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.

35.2 Repatriation to home port after termination

Except in cases of summary dismissal, termination of employment elsewhere than at the home port will be subject to the following conditions:

- (a) Conveyance to Home Port - see clause 14.2 - Travel Expenses.
- (b) Provision of keep and meals and accommodation before arrival in home port will be in accordance with clause 14.1 - Meal and accommodation allowance.

35.3 Fixed-term relief employees

Where the employer specifically engages an employee as a fixed-term relief employee, such employee will, if their employment is terminated (other than through summary dismissal) at anytime prior to the expiration of a period of fifteen months continuous service from the date of such engagement, be paid upon termination the sum of 5% of the salary earned during such period of employment. Salary earned will include any payment for leave taken by the employee during the period of employment, but will not include any payment in lieu of leave on termination of employment.

36 Redundancy

Redundancy is provided for in the NES.

36.1 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 the employee would have been entitled to if the employment had been terminated and the employer may, at the employer's option, make payment instead of an amount 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.

36.2 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 4 - Minimum Wages and Related Matters

37 Classifications and Minimum Wage Rates

37.1 An employee under this award, except as otherwise stated, will be paid at the rate of the aggregate annual salary prescribed in accordance with this clause appropriate to that employee's classification and employment.

Vessel Type/Description	Manning	Master			1st Mate		
		Base Salary	Aggregate Component	Aggregate Salary	Base Salary	Aggregate Component	Aggregate Salary
Dry Cargo up to 19,000 tonnes	Less than 19	\$ 52,460	\$ 19,851	\$ 72,311	\$ 44,056	\$ 16,671	\$ 60,727
	AOV	\$ 51,100	\$ 19,336	\$ 70,436	\$ 42,941	\$ 16,249	\$ 59,190
Dry Cargo of between 19,000 and 39,000 tonnes	Less than 19	\$ 54,210	\$ 20,513	\$ 74,723	\$ 45,491	\$ 17,214	\$ 62,705
	AOV	\$ 52,800	\$ 19,980	\$ 72,780	\$ 44,334	\$ 16,776	\$ 61,110
Dry Cargo over 39,000 tonnes	Less than 19	\$ 52,269	\$ 25,292	\$ 77,561	\$ 47,179	\$ 17,853	\$ 65,032
	AOV	\$ 54,799	\$ 20,736	\$ 75,535	\$ 45,973	\$ 17,396	\$ 63,369
Crude Tankers	Less than 19	\$ 64,359	\$ 24,353	\$ 88,712	\$ 53,229	\$ 20,142	\$ 73,371
	AOV	\$ 62,105	\$ 23,501	\$ 85,606	\$ 51,404	\$ 19,451	\$ 70,855
Other (Product) Tankers	Less than 19	\$ 67,043	\$ 25,369	\$ 92,412	\$ 54,789	\$ 20,732	\$ 75,521
	AOV	\$ 64,125	\$ 24,265	\$ 88,390	\$ 52,455	\$ 19,849	\$ 72,304
Gas Carriers	Less than 19	\$ 66,342	\$ 24,194	\$ 90,536	\$ 54,228	\$ 20,520	\$ 74,748
	AOV	\$ 64,577	\$ 24,436	\$ 89,013	\$ 52,817	\$ 19,986	\$ 72,803

Vessel Type/Description	Manning	2nd Mate			3rd Mate		
		Base Salary	Aggregate Component	Aggregate Salary	Base Salary	Aggregate Component	Aggregate Salary
Dry Cargo up to 19,000 tonnes	Less than 19	\$ 40,425	\$ 15,297	\$ 55,722	\$ 38,557	\$ 14,590	\$ 53,147
	AOV	\$ 39,419	\$ 14,916	\$ 54,335	\$ 37,605	\$ 14,230	\$ 51,835
Dry Cargo of between 19,000 and 39,000 tonnes	Less than 19	\$ 41,616	\$ 15,747	\$ 57,363	\$ 39,783	\$ 15,054	\$ 54,837
	AOV	\$ 40,677	\$ 15,392	\$ 56,069	\$ 38,795	\$ 14,680	\$ 53,475
Dry Cargo over 39,000 tonnes	Less than 19	\$ 43,140	\$ 16,324	\$ 59,464	\$ 40,719	\$ 15,410	\$ 56,129
	AOV	\$ 42,051	\$ 15,912	\$ 57,963	\$ 39,704	\$ 15,024	\$ 54,728
Crude Tankers	Less than 19	\$ 49,127	\$ 18,590	\$ 67,717	\$ 45,613	\$ 17,260	\$ 62,873
	AOV	\$ 47,460	\$ 17,959	\$ 65,419	\$ 44,080	\$ 16,680	\$ 60,760
Other (Product) Tankers	Less than 19	\$ 50,499	\$ 19,109	\$ 69,608	\$ 47,436	\$ 17,950	\$ 65,386
	AOV	\$ 48,369	\$ 18,303	\$ 66,672	\$ 45,452	\$ 17,199	\$ 62,651
Gas Carriers	Less than 19	\$ 49,989	\$ 18,916	\$ 68,905	\$ 47,868	\$ 18,113	\$ 65,981
	AOV	\$ 48,701	\$ 18,428	\$ 67,129	\$ 46,642	\$ 17,649	\$ 64,291

Vessel Type/Description	Manning	Chief Engineer			1st Engineer		
		Base Salary	Aggregate Component	Aggregate Salary	Base Salary	Aggregate Component	Aggregate Salary
Dry Cargo up to 19,000 tonnes	Less than 19	\$ 51,526	\$ 19,497	\$ 71,023	\$ 44,056	\$ 16,671	\$ 60,727
	AOV	\$ 50,193	\$ 18,993	\$ 69,186	\$ 42,941	\$ 16,249	\$ 59,190
Dry Cargo of between 19,000 and 39,000 tonnes	Less than 19	\$ 53,242	\$ 20,147	\$ 73,389	\$ 45,491	\$ 17,214	\$ 62,705
	AOV	\$ 51,859	\$ 19,623	\$ 71,482	\$ 44,334	\$ 16,776	\$ 61,110
Dry Cargo over 39,000 tonnes	Less than 19	\$ 55,259	\$ 20,910	\$ 76,169	\$ 47,179	\$ 17,853	\$ 65,032
	AOV	\$ 53,818	\$ 20,365	\$ 74,183	\$ 45,973	\$ 17,396	\$ 63,369
Crude Tankers	Less than 19	\$ 63,189	\$ 23,911	\$ 87,100	\$ 53,229	\$ 20,142	\$ 73,371
	AOV	\$ 60,980	\$ 23,075	\$ 84,055	\$ 51,404	\$ 19,451	\$ 70,855
Other (Product) Tankers	Less than 19	\$ 65,816	\$ 24,905	\$ 90,721	\$ 54,789	\$ 20,732	\$ 75,521
	AOV	\$ 62,957	\$ 23,823	\$ 86,780	\$ 52,455	\$ 19,849	\$ 72,304
Gas Carriers	Less than 19	\$ 65,131	\$ 24,646	\$ 89,777	\$ 54,228	\$ 20,520	\$ 74,748
	AOV	\$ 63,402	\$ 23,991	\$ 87,393	\$ 52,817	\$ 19,986	\$ 72,803

Vessel Type/Description	Manning	2nd Engineer			3rd Engineer		
		Base Salary	Aggregate Component	Aggregate Salary	Base Salary	Aggregate Component	Aggregate Salary
Dry Cargo up to 19,000 tonnes	Less than 19	\$ 40,425	\$ 15,297	\$ 55,722	\$ 38,557	\$ 14,590	\$ 53,147
	AOV	\$ 39,419	\$ 14,916	\$ 54,335	\$ 37,605	\$ 14,230	\$ 51,835
Dry Cargo of between 19,000 and 39,000 tonnes	Less than 19	\$ 41,616	\$ 15,747	\$ 57,363	\$ 39,783	\$ 15,054	\$ 54,837
	AOV	\$ 40,677	\$ 15,392	\$ 56,069	\$ 38,795	\$ 14,680	\$ 53,475
Dry Cargo over 39,000 tonnes	Less than 19	\$ 43,140	\$ 16,324	\$ 59,464	\$ 40,719	\$ 15,410	\$ 56,129
	AOV	\$ 42,051	\$ 15,912	\$ 57,963	\$ 39,704	\$ 15,024	\$ 54,728
Crude Tankers	Less than 19	\$ 49,127	\$ 18,590	\$ 67,717	\$ 45,613	\$ 17,260	\$ 62,873
	AOV	\$ 47,460	\$ 17,959	\$ 65,419	\$ 44,080	\$ 16,680	\$ 60,760
Other (Product) Tankers	Less than 19	\$ 50,499	\$ 19,109	\$ 69,608	\$ 47,436	\$ 17,950	\$ 65,386
	AOV	\$ 48,369	\$ 18,303	\$ 66,672	\$ 45,452	\$ 17,199	\$ 62,651
Gas Carriers	Less than 19	\$ 49,989	\$ 18,916	\$ 68,905	\$ 47,868	\$ 18,113	\$ 65,981
	AOV	\$ 48,701	\$ 18,428	\$ 67,129	\$ 46,642	\$ 17,649	\$ 64,291

Vessel Type/Description	Manning	Chief Integrated Rating Chief Cook Chief Steward			2nd Cook			Integrated Rating Catering Attendant Assistant Steward		
		Base Salary	Aggregate Component	Aggregate Salary	Base Salary	Aggregate Component	Aggregate Salary	Base Salary	Aggregate Component	Aggregate Salary
Dry Cargo up to 19,000 tonnes	Less than 19	\$ 36,223	\$ 13,707	\$ 49,930	-	-	-	\$ 32,851	\$ 12,431	\$ 45,282
	AOV	\$ 35,339	\$ 13,372	\$ 48,711	\$ 32,969	\$ 12,475	\$ 45,444	\$ 32,062	\$ 12,132	\$ 44,194
Dry Cargo of between 19,000 and 39,000 tonnes	Less than 19	\$ 36,877	\$ 13,504	\$ 50,381	-	-	-	\$ 33,382	\$ 12,632	\$ 46,014
	AOV	\$ 35,974	\$ 13,613	\$ 49,587	\$ 33,518	\$ 12,683	\$ 46,201	\$ 32,578	\$ 12,328	\$ 44,906
Dry Cargo over 39,000 tonnes	Less than 19	\$ 37,184	\$ 14,070	\$ 51,254	-	-	-	\$ 33,545	\$ 12,693	\$ 46,238
	AOV	\$ 36,272	\$ 13,725	\$ 49,997	\$ 34,207	\$ 12,944	\$ 47,151	\$ 32,736	\$ 12,387	\$ 45,123
Crude Tankers	Less than 19	\$ 40,433	\$ 15,314	\$ 55,747	-	-	-	\$ 35,756	\$ 13,530	\$ 49,286
	AOV	\$ 39,114	\$ 14,801	\$ 53,915	\$ 36,296	\$ 13,734	\$ 50,030	\$ 34,503	\$ 13,056	\$ 47,559
Other (Product) Tankers	Less than 19	\$ 41,921	\$ 15,863	\$ 57,784	-	-	-	\$ 37,736	\$ 14,279	\$ 52,015
	AOV	\$ 40,304	\$ 15,251	\$ 55,555	\$ 37,387	\$ 14,147	\$ 51,534	\$ 36,219	\$ 13,705	\$ 49,924
Gas Carriers	Less than 19	\$ 43,325	\$ 16,394	\$ 59,719	-	-	-	\$ 39,189	\$ 14,829	\$ 54,018
	AOV	\$ 42,231	\$ 15,980	\$ 58,211	\$ 39,984	\$ 15,130	\$ 55,114	\$ 38,219	\$ 14,462	\$ 52,681

37.2 The training, qualifications, roles and responsibilities, of the classification of employee included in the tables above are incorporated in Australian Marine Orders - Part 3, the Navigation Act 1912 and other relevant State Flag requirements.

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

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

37.4 In each of the classifications under this award it is a requirement that an employee must:

- (a) perform work in a fully flexible manner as reasonably required by the employer and in accordance with the employee's ability and competence;
- (b) acquire any skills as reasonably requested by the employer and, where necessary, undertake required training and assist with the training of others; and
- (c) use such tools and equipment as may be required, subject to the limit of the employee's skills and competence and provided that the employee has been properly trained in the use of such tools and equipment.

38 Allowances

38.1 Meal and accommodation allowance

- (a) An employee will be entitled to the relevant meal or accommodation allowance set out in (insert number) in the following circumstances:
- (i) where an employee in a vessel is required by the employer to take a meal ashore and/or be accommodated ashore at a port other than the employee's homeport; or
 - (ii) subject to (insert number), where an employee is directly travelling to their homeport at the employer's expense.
- (b) Employees in a vessel in their home port will only be entitled to the accommodation allowance set out in (c) when:
- (i) their usual place of resident is not actually located in their home port; and
 - (ii) accommodation is not provided; and
 - (iii) they produce evidence to the reasonable satisfaction of the employer that they properly incurred the particular expenditure.
- (c) An employee's entitlement will be as follows:

Daily Rates	Entitlement
Breakfast	\$16.27
Lunch	\$19.61
Dinner	\$32.49
Accommodation	\$115.50
Accommodation & All Meals	\$183.87
Weekly Rates	Entitlement
Meals	\$341.82
Accommodation	\$577.53

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

38.2 Travel Expenses

- (a) The employer will reimburse reasonable travel expenses of an employee, when the employee is travelling:
- (i) as required by and for the purposes of the employer;
 - (ii) to and/or from the employee's home port in the following circumstances:
 - incidentally to the taking of leave as required by the employer;
 - pursuant to the application of the Navigation Act.

- when the employee's employment is terminated by the employer, except where the employee is dismissed for misconduct and the dismissal is not subsequently overturned; or
- (iii) when the employee terminates their employment at the same time that articles of agreement expire through effluxion of time at any port other than at the employee's home port.
- (b) Reimbursement for meals and accommodation during travel will be in accordance with clause 14.1.
- (c) In order to claim an entitlement under this clause, an employee will produce evidence to the reasonable satisfaction of the employer that the expenditure claimed was properly incurred by the employee.
- (d) This clause will not apply where the employer provides free travel.

38.3 Industrial and Protective Clothing

- (a) **Uniforms**
Where the employer requires an employee to wear a uniform, the employer must reimburse the employee for two-thirds of the cost of purchasing such clothing.
- (b) **Trappings**
Where an employer requires an employee to purchase any trappings, the employer must reimburse the employee for the full cost of purchasing such items. Any such items will remain the property of the employer.
- (c) **Safety shoes, and protective clothing**
Where an employer requires an employee to purchase any safety shoes and protective clothing (including overalls), the employer must reimburse the employee for the full cost of purchasing such items. Any such clothing will remain the property of the employer.
- (d) This clause will have no application where the industrial clothing is supplied to the employee wholly at the employer's expense.

38.4 Vessels Wrecked or Stranded

If a vessel in the course of a voyage becomes wrecked or stranded and an employee is called upon for special efforts while the vessel is still wrecked or stranded, the employee will for the time during which the employee so assists be paid at the rate of 1.3% of the standard rate per hour in addition to any other entitlement under this award.

38.5 Damage to Personal Effects

If by fire, explosion, foundering, shipwreck, collision or stranding, an employee should sustain damage to or loss of his/her personal effects or equipment, the employer will compensate him/her for such damage or loss by a payment equivalent to the value thereof not exceeding 390.7% of the standard rate.

38.6 Reimbursement of expenses

- (a) The employer will reimburse an employee any expenses reasonably incurred by the employee in the performance of their duties and on behalf of the employer.
- (b) The entitlement under this clause will extend to:
 - (i) expenses in respect of fees incurred by a Master or Deck Officer in obtaining or renewing a pilotage exemption certificate in the course of his/her service with the employer;
 - (ii) expenses associated with enquiries as to casualties or as to the conduct of employees and to proceedings for any alleged breach of any maritime or port or other regulations; and
 - (iii) reimbursement of reasonable legal costs incurred or fines imposed by a competent tribunal under any applicable environmental legislation. provided that the expenses incurred were not due to, or 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.

38.7 Study allowance

- (a) Eligible employees
 - (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 (Chief Deck Officer) or Master of a ship.
 - (ii) An employee Marine Engineer, Engineering Officer or Electrical Engineer Officer (Electrician), who goes ashore to study and sit for an approved course of study of Marine Engineering.
 - (iii) An approved course of study is a Certificate of Competency, including an Endorsement, as prescribed by the Navigation Act or regulations made thereunder, conducted by the Australian Maritime College or an approved technical institution or academy.
- (b) Conditions for accessing entitlement

The entitlements prescribed in 14.7(a) 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; and
 - (ii) the employee has been in the employment of the employer for the twelve months prior to commencing the period of study; and
 - (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 twelve months after sitting for the certificate in question. This arrangement will not prevent an employer from

terminating an employee, however an employee may only terminate their employment during this twelve month period:

- with the employer's consent, or
 - with the approval of the Commission; and
- (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 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 period of accrued leave - A period of additional leave (immediately following the sitting for each certificate), equal to three quarters of the authorised period of study.
- (iii) An employer and an employee may agree to grant the additional leave under 14.7(c)(ii) as payment in lieu of leave.
- (d) Living away from home allowance
- (i) When it is necessary for an employee to take up temporary residence away from their home port to undertake the approved study, the employee will be entitled to the following living away from home allowance, during the authorised period of study:
- 10.4% of the standard rate per week; or
 - 14.7% of the standard rate per week, (if the employee has a spouse and/or dependant children).
- (ii) The allowances set out in 14.7(d)(i) will be reviewed on or from 1st January each year by the total percentage movement in the consumer price index for the preceding four quarters.
- (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 holidays).

- (f) 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 14.7(c)(i). For these purposes, the employee's salary rate will be that rate applicable at the date of termination.

38.8 Medicals and Passport

- (a) An employee who undergoes a medical examination by a medical inspector of seamen, at the requirement of the employer, or pursuant to requirements under the Navigation Act and relevant Marine Orders, will be reimbursed for the cost of the prescribed fees by the employer.
- (b) An employee who is required by the employer to have and maintain a valid passport, any necessary visas and necessary vaccinations will be reimbursed by the employer for all reasonable charges, fees and expenses incurred by the employee in this respect.

38.9 Tanker allowance

- (a) An employee will receive a tanker allowance of 0.08% of the standard rate for each day of duty on a tanker.
- (b) This payment includes a travelling allowance and is in lieu of any other such allowance.

38.10 Handling/securing cargo allowance

An employee who is required to perform manual work involving handling cargo in port will be paid an allowance at the rate of:

- (a) 1.2% of the standard rate per hour between 0700 and 1700 hours, unless the work is done outside the employee's watch on duty, if watches are being kept;
- (b) 1.5% of the standard rate per hour at any other time, or if the work is done outside the employee's watch on duty, if watches are being kept or on Saturdays, Sundays or Public Holidays; (\$11.00 per hour if the cargo is mail, passengers luggage or passengers motor cars);
- (c) 1.9% of the standard rate per hour between 2300 and 0700 hours (\$14.46 per hour if the cargo is mail, passengers luggage or passengers motor cars) in the following circumstances:
 - (i) after 2300 hours on any day such work has already extended for at least four hours at 2300 hours;
 - (ii) after such work has extended for four hours ending at any time between 23:00 hours and 07:00 hours or the commencement of ordinary duty on the following day; or
 - (iii) where watches are being kept, for work off watch after 23:00 hours where four hours work has already been performed off watch.
- (d) In the case of cargo work consisting of the securing or lashing of cargo, the following rates will be substituted for the rates contained in (i):

- (i) 0.04% for 1.2%
- (ii) 0.05% for 1.5%
- (iii) 0.05% for 1.5%
- (iv) 0.06% for 1.9%

38.11 Disturbance of sleep allowance

- (a) When the rest of an employee sleeping on board a vessel is seriously disturbed between the hours of 2300 and 0600 or during an eight hour rest period, by noise from cargo operations, the employee will be paid an allowance of 1.9% of the standard rate per night or rest period so affected.
- (b) In determining the applicability of this allowance, the Master or officer in charge will carefully assess the merits of each claim and decide the matter.

38.12 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
Meal Allowance	Take away and fast foods sub-group
Accommodation Allowance	All groups

39 Payment of Wages

- 39.1 The employer will pay the employees wages, penalties and allowances at a frequency of not longer than monthly by electronic funds transfer into the employee's bank (or other recognised financial institution) nominated by the employee.
- 39.2 An employer may deduct from any amount required to be paid to an employee under this clause the amount of any overpayment of wages or allowances.
- 39.3 Salaries will be calculated in the following way:
 - (a) The monthly rate by dividing the annual rate by twelve.
 - (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 fourteen.
- 39.4 An employee will not be entitled to payment of any wages or salary or any other allowance or payment for any period during which a refusal or failure to work as

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

Part 5 - Hours of Work and Related Matters

40 Hours of Work

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

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

40.3 The ordinary hours in port, cargo duties or gear turns will, except where it is impractical due to crew shortages, be worked in shifts of not more than twelve hours duration.

40.4 Employees assigned to watchkeeping duties:

- (a) An employee who is assigned duty as officer in charge of a watch or as a rating forming part of a watch must be provided a minimum of ten hours of rest in any 24 hour period. The hours of rest may be divided into no more than two periods, one of which must be at least six hours in length.
- (b) The requirements for rest periods laid down in 16.4(a)(i) need not be maintained in the case of an emergency or drill or in other overriding operational conditions.
- (c) Despite 16.4(a)(i), the minimum period of ten hours may be reduced to not less than six consecutive hours provided that any such reduction must not extend beyond two days and not less than 70 hours of rest are provided each seven day period;

40.5 Other employees

- (a) An employee not covered by 16.4(a)(i) must be provided a minimum of ten hours of rest in any 24 hour period. The hours of rest may be divided into no more than two periods, one of which must be at least six hours in length.
- (b) The requirements for rest periods laid down in 16.4(b)(i) need not be maintained in the following circumstances:
 - (i) if the employee is required to carry out work necessary for the shifting , arrival or sailing of the ship and/or essential work which cannot be reasonably deferred; or
 - (ii) in the case of an emergency or drill or in other overriding operational conditions.
- (c) Despite 16.4(b)(i) and (ii), the minimum period of ten hours may be reduced to not less than six consecutive hours provided that any such reduction must not extend beyond two days and a compensatory rest

period of not less than eight consecutive hours (exclusive of meal breaks) is provided to such employees as soon as reasonably practicable thereafter.

- 40.6 An employee required to travel overseas to join a vessel will be provided with adequate rest before commencing duties.
- 40.7 Notwithstanding any other provision of this award, employees who go to sea may be engaged to work on cycle work.

41 Maximum Weekly Hours

- 41.1 This clause of the award provides industry specific detail and supplements the NES which deals with maximum weekly hours.
- 41.2 For the purposes of the NES an employee's weekly hours may be averaged over a period of up to 52 weeks.

42 Breaks

- 42.1 An employee is entitled to an unpaid meal break of 60 consecutive minutes for each meal. Employees may be required to curtail their meal breaks where operational requirements of the vessel dictate.
- 42.2 Breaks will be scheduled by the Master based upon operational requirements so as to ensure continuity of operations. The employer will not require an employee to work more than six hours before the first meal is taken or between subsequent meal breaks if any.

Part 6 - Leave and Public Holidays

43 Leave Factor

The NES operate in conjunction with this award to provide a fair net of minimum entitlements for employees covered by this award. The leave entitlement in 19.1 operate in conjunction with the NES and gives full effect to the standards contained in Chapter 2 Part 2.2 Division 3 Maximum weekly hours, Division 4 Requests for flexible working arrangements, Division 6 Annual Leave, Division 7 Personal/carer's leave and compassionate leave and Division 10 Public holidays.

43.1 Entitlement to leave

- (a) Subject to 19.3(c), for each day of duty on a vessel or a day during which the employee is necessarily involved in travelling to or from a vessel or place of work as required by the employer, an employee will accrue an entitlement to 0.926 of a day's leave without loss of pay.
- (b) The extent to which the leave granted is more or less than that actually due will be debited or credited to the employee as less or additional leave.
- (c) Leave will not accrue under this clause in relation to the following:

- (i) a day when an employee is on leave;
- (ii) a day, or that part of a day, during which an employee fails or refuses to attend for or perform work as lawfully required by the employer;
- (iii) any day on which the employee is undertaking an approved course of study or training ashore;
- (iv) when an employee's engagement is less than one day;
- (v) a day when an employee accepts shore-based secondment;
- (vi) where a leave ratio higher than that contained in 19.3(a) operates under a two crew duty system, in order to give effect to an employee's leave entitlement:
 - days of joining or leaving a vessel and
 - days of travel to and from a vessel or required place of work despite that work is performed on any such day.

43.2 Calculation of leave entitlement

The leave entitlement in 19.3 gives effect to, amongst other things:

- (a) leave with pay for weekends and public holidays worked,
- (b) annual leave with pay of five weeks per annum;
- (c) sick leave;
- (d) carer's leave;
- (e) bereavement leave; and
- (f) a 35 hour working week.

43.3 Taking of leave

- (a) The taking of leave will as far as practicable be correlated with the running of the vessel in which the employee is engaged. The period of leave granted will approximate as closely as possible both to the actual amount of leave due to the employee and to the date and time when the employee can most conveniently return to duty.
- (b) Leave in advance

Where an employee's leave has expired, an employer may require an employee to take up to fourteen days of leave in advance. An employee will not be required to take more than fourteen days of leave in advance unless:

 - (i) there has been prior consent by the employee; or
 - (ii) a swinger system agreement, applying to the employee, provides otherwise.
- (c) The giving and taking of leave will be arranged having regard to:

- (i) avoidance of delays to a vessel's schedule, the voyaging pattern of the employee's regular vessel and exigencies of the employer's service;
 - (ii) the need to correct imbalances in leave and duty periods;
 - (iii) the employee's home port;
 - (iv) the need to reduce costs of travel;
 - (v) whether the employee has a right to accumulate leave under 19.5(e).
- (d) Unless otherwise agreed between the employer and the employee, the leave to which an employee is entitled under this clause will be granted by the employer and taken by the employee not later than eight months after it has commenced to accrue.
- (e) **Accumulation of leave for study**
 An employee who wishes to take leave for the purposes of an approved course of study (as defined in clause 14.7) in circumstances where the Study Allowance provisions pursuant to clause 14.7 – Study allowance do not apply, may accumulate and take their accrued leave in one period, at the time so desired by the Employee, provided the Employee has given reasonable notice of their intention to the employer.
- (f) **Leave during dry docking**
 Whilst a vessel has ceased operation for the purpose of a survey, overhaul or docking, the employer may require an employee to proceed to their home port to take accrued leave and any leave in advance to the extent permitted by 19.5(b).

43.4 Payment of leave on termination of employment

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

44 Annual Leave

44.1 Clause 19.1 of this award gives full effect to the entitlement to annual leave. This clause of the award supplements the provisions of the NES which deal with annual leave.

44.2 For the purposes of the provisions of the NES which deal with annual leave, shiftworker means a continuous shiftworker.

45 Personal/Carer's Leave and Compassionate Leave

45.1 Clause 19.1 of this award gives full effect to the entitlement to personal/carers' leave and compassionate leave. This clause of the award supplements the

provisions of the NES which deal with personal/carer's leave and compassionate leave.

- 45.2 Arrangements for taking of sick leave will be governed by the Navigation Act 1912.

46 Community Service Leave

- 46.1 Community service leave is provided for in the NES. This clause of the award supplements the provisions of the NES which deal with community service leave.

- 46.2 Arrangements for taking of leave

Given that an employee on duty is away from their home or community applications for community services leave will only be granted if it is reasonable in all the circumstances.

47 Public Holidays

- 47.1 Clause 19.1 of this award gives full effect to the entitlement to public holidays. This clause of the award supplements the provisions of the NES which deal with public holidays.

- 47.2 For the purposes of the NES, an employer may reasonably require an employee to work and an employee may not refuse to work on a public holiday if:

- (a) the employee works cycle work arrangements or is a continuous shiftworker and the public holiday falls during the employee's roster cycle; and
- (b) the employee is compensated for working on the public holiday.

48 Parental Leave

Parental leave is provided for in the NES.

CONTENT RATIONALE OF MARITIME INDUSTRY - OFFSHORE OIL AND GAS AWARD 2010

The table below sets out the source of each of the terms of the proposed modern award

Clause	Source
1 - Title	New - the proposed award title is consistent with the terminology used by the Commission.
2 – Commencement date	Model provision.
Clause 3 – Definitions and interpretation	<ol style="list-style-type: none"> 1. Definitions of Act, Commission, employee, employer, enterprise award and NES are from the AIRC template. 2. Definitions of at sea, home port, repatriation, seismic survey vessel, specialist vessel, stand-by/utility vessel, supply vessel, support vessel, support vessel category 1, support vessel category 2 and tow are from clause 3 of the Maritime Industry Offshore Oil and Gas Operations Award 2003. 3. Definition of floating production facility is from clause 5 of the Floating Production Facilities Award 2000. 4. Definition of day is from clause 3 of the Maritime Industry Offshore Oil and Gas Operations Award 2003 and clause 5 of the Floating Production Facilities Award 2000. 5. Definitions of cycle work, non-propelled vessels and offshore vessels are new.
4 – Coverage	<ol style="list-style-type: none"> 1. Clause 4.1 is a combination of the Maritime Industry Offshore Oil and Gas Operations Award 2003 and the Floating Production Facilities Award 2000.

Clause	Source
	<ol style="list-style-type: none"> 2. Clause 4.2(c) is new. 3. Clause 4.3 is a model provision.
5 - Access to the award and the NES	Model provision.
6 – NES and this award	Model provision.
7 – Award flexibility	Model provision with inclusion of 7.1(e) arrangements for work cycles and 7.1(f) provisions of Part 6 Leave and Public Holidays which are new.
8 – Consultation	Model provision.
9 – Dispute resolution	Model provision.
10 – Types of employment	<ol style="list-style-type: none"> 1. Clause 10.1, 10.2 and 10.4 is new having regard for other modern priority awards as the current awards are silent on types of employment. 2. Clause 10.3 Fixed-term relief employment is new.
11 – Termination of employment	<ol style="list-style-type: none"> 1. NES provisions included in clause. 2. Clause 11.2 is from clause 25.3 of the Maritime Industry Offshore Oil and Gas Operations Award 2003 and clause 13.2 of the Floating Production Facilities Award 2000. 3. Clause 11.3 is from clause 19.1 of the Maritime Industry Offshore Oil and Gas Operations Award 2003 and clause 10.4.1 of the Floating Production Facilities Award 2000. 4. Clause 11.4 is from clause 25.4 of the Maritime Industry Offshore Oil and Gas Operations Award 2003. Clause 13.3 of the Floating Production Facilities Award 2000 provided a similar entitlement.
12 – Redundancy	<ol style="list-style-type: none"> 1. NES provisions included in clause. 2. The Floating Production Facilities Award 2000 did not contain set provisions for redundancy.
13 – Minimum wages	<ol style="list-style-type: none"> 1. Aggregate wages have been a feature of this industry for decades and they have remained aggregated in our draft.

Clause	Source
	<ol style="list-style-type: none"> 2. Clause 13.1 is an amalgamated version of schedules 2 to 8 of the Maritime Industry Offshore Oil and Gas Operations Award 2003 and clause 7.1 of the Floating Production Facilities Award 2000. 3. Clause 13.2 is new. 4. Clause 13.3 is from clause 9.2 of the Maritime Industry Offshore Oil and Gas Operations Award 2003. 5. Clause 13.4 is an extended version of clause 9.5 of the Maritime Industry Offshore Oil and Gas Operations Award 2003. 6. Clause 13.5 is new and extends clause 8 of the Maritime Industry Offshore Oil and Gas Operations Award 2003 and clause 11 of the Floating Production Facilities Award 2000.
14 – Allowances	<ol style="list-style-type: none"> 1. Clause 14.1 Meal and Accommodation Allowance is based on clause 17.1 and 17.2 of the Maritime Industry Offshore Oil and Gas Operations Award 2003. The Floating Production Facilities Award 2000 does not have set amounts but just reimburses all reasonable expenses. 2. Clause 14.2 Travel Expenses is from clause 19.1 of the Maritime Industry Offshore Oil and Gas Operations Award 2003 and 10.4 of the Floating Production Facilities Award 2000. 3. Clause 14.3 Industrial and Protective Clothing is from clause 23 of the Maritime Industry Offshore Oil and Gas Operations Award 2003. 4. Clause 14.4 Vessels Wrecked or Stranded is from clause 20 of the Maritime Industry Offshore Oil and Gas Operations Award 2003 and clause 10.7.1 of the Floating Production Facilities Award 2000. 5. Clause 14.5 Damage to Personal Effects is from clause 21 of the Maritime Industry Offshore Oil and Gas Operations Award 2003 and clause 14.5 of the Floating Production Facilities Award 2000. 6. Clause 14.6 Reimbursement of Expenses is from clause 18 of the Maritime Industry Offshore Oil and Gas Operations Award 2003 and clause 10.9 of the Floating Production Facilities Award 2000. 7. Clause 14.7 Study Allowance is from clause 12 of the Maritime Industry Offshore Oil and Gas Operations Award 2003 and clause 14 of the

Clause	Source
	<p>Floating Production Facilities Award 2000.</p> <p>8. Clause 14.8 Medicals and Passport is from clause 24 of the Maritime Industry Offshore Oil and Gas Operations Award 2003 and clause 10.10 of the Floating Production Facilities Award 2000.</p> <p>9. Clause 14.9 Sailing Short-handed is from clause 10 of the Maritime Industry Offshore Oil and Gas Operations Award 2003 and clause 7.4 of the Floating Production Facilities Award 2000.</p> <p>10. Clause 14.10 Allowances specific to vessels other than floating production facilities is from the Maritime Industry Offshore Oil and Gas Operations Award 2003 as below:</p> <ul style="list-style-type: none"> • (a) Shared accommodation allowance is from Schedule 2 and 6; • (b) Vessels temporarily engaged in carriage and handling of cargo allowance is from Schedule 4; and • (c) Hardlying allowance is from Schedule 5. <p>11. Clause 14.11 Allowances specific to floating production facilities is from the Floating Production Facilities Award 2000 as below:</p> <ul style="list-style-type: none"> • (a) Communication allowance is from clause 10.2; • (b) Keep allowance is from clause 10.3; • (c) Personal accident and insurance allowance is from clause 10.5; and • (d) Personal illness insurance allowance is from clause 10.6. <p>12. Clause 14.12 Method of calculating expense related allowances is a model provision.</p>
15 – Payment of wages	<p>1. Clause 15.1 is a modified version of clause 16 of the Maritime Industry Offshore Oil and Gas Operations Award 2003 and clause 9 of the Floating Production Facilities Award 2000.</p> <p>2. Clause 15.2 is new.</p> <p>3. Clause 15.3 is from clause 9.4 of the Maritime Industry Offshore Oil and Gas Operations Award 2003.</p>
16 –Hours of work	1. This clause refers to the NES.

Clause	Source
	2. Clause 16.1 and 16.2 is from clause 7 of the Maritime Industry Offshore Oil and Gas Operations Award 2003. The Floating Production Facilities Award 2000 had similar provisions for rest.
17 – Maximum weekly hours	This clause is new and supplements the NES.
18 – Breaks	This clause is new, both the Maritime Industry Offshore Oil and Gas Operations Award 2003 and the Floating Production Facilities Award 2000 did not mention breaks.
19 – Leave Factor	<ol style="list-style-type: none"> 1. This clause is an agreed clause with union representatives. 2. The remainder of the clause is from clause 11 of the Maritime Industry Offshore Oil and Gas Operations Award 2003 and clause 12 of the Floating Production Facilities Award 2000.
20 – Annual leave	This clause refers to the NES.
21– Personal/carer’s leave and compassionate leave	<ol style="list-style-type: none"> 1. Clause 21.2 supplements the NES and is from clause 22 of the Maritime Industry Offshore Oil and Gas Operations Award 2003 and clause 15 of the Floating Production Facilities Award 2000. 2. Clause 21.3 is from clause 15 of the Maritime Industry Offshore Oil and Gas Operations Award 2003.
22 – Community service leave	Clause 22.2 supplements the NES and is new specific to the needs of the industry.
23 – Public holidays	Clause 23.2 supplements the NES and is new specific to the needs of the industry.
24 – Parental leave	This clause refers to the NES.

**CONTENT RATIONALE OF MARITIME INDUSTRY – SEAGOING AWARD
2010**

The table below sets out the source of each of the terms of the proposed modern award.

Clause	Source
1 - Title	New - the proposed award title is consistent with the terminology used by the Commission.
2 – Commencement date	Model provision.
3 – Definitions and interpretation	<ol style="list-style-type: none"> 1. Definitions of Act, Commission, employee, employer, enterprise award and NES are from the AIRC template. 2. Definitions of cargo, day and home port are from the Maritime Industry Seagoing Award 1999. 3. Definitions of cycle work, repatriation, seagoing vessels and are new.
4 – Coverage	<ol style="list-style-type: none"> 1. Clause 4.1 is from clause 4.2 of the Maritime Industry Seagoing Award 1999. 2. Clause 4.2(c) is new. 3. Clause 4.3 is a model provision.
5 - Access to the award and the NES	Model provision.
6 – NES and this award	Model provision.
7 – Award flexibility	Model provision with inclusion of 7.1(e) arrangements for work cycles and 7.1(f) provisions of Part 6 Leave and Public Holidays.
8 – Consultation regarding major	Model provision.

Clause	Source
workplace change	
9 – Dispute resolution	Model provision.
10 – Types of employment	<ol style="list-style-type: none"> 1. Clause 10.1, 10.2 and 10.4 is new having regard for other modern priority awards and clause 10 of the Maritime Industry Seagoing Award 1999. 2. Clause 10.3 Fixed-term relief employment is new.
11 – Termination of employment	<ol style="list-style-type: none"> 1. NES provisions included in clause. 2. Clause 11.2 is from clause 11.1.3 of the Maritime Industry Seagoing Award 1999. 3. Clause 11.3 is from clause 11.1.2 of the Maritime Industry Seagoing Award 1999.
12 – Redundancy	NES provisions included in this clause.
13 – Minimum wages	<ol style="list-style-type: none"> 1. Aggregate wages have been a feature of this industry for decades and they have remained aggregated in our draft. 2. Clause 13.1 is from clause 14 of the Maritime Industry Seagoing Award 1999. 3. Clause 13.2 is new. 4. Clause 13.3 is from Raffaelli decision February 2006. 5. Clause 13.4 is new and extends clause 9 of the Maritime Industry Seagoing Award 1999.
14 – Allowances	<ol style="list-style-type: none"> 1. Clause 14.1 Meal and Accommodation Allowance is based on clause 25.1, 25.2, 25.4 and 25.5 of the Maritime Industry Seagoing Award 1999. 2. Clause 14.2 Travel Expenses is based on clause 26.1, 26.2 and 26.3 from the Maritime Industry Seagoing Award 1999. 3. Clause 14.3 Industrial and Protective Clothing is from clause 31 of the Maritime Industry Seagoing Award 1999. 4. Clause 14.4 Vessels Wrecked or Stranded is from clause 21 of the Maritime Industry Seagoing Award 1999.

Clause	Source
	<p>5. Clause 14.5 Damage to Personal Effects is from clause 22 of the Maritime Industry Seagoing Award 1999.</p> <p>6. Clause 14.6 Reimbursement of Expenses is from clause 30 of the Maritime Industry Seagoing Award 1999.</p> <p>7. Clause 14.7 Study Allowance is from clause 24 of the Maritime Industry Seagoing Award 1999.</p> <p>8. Clause 14.8 Medicals and Passport is amalgamated wording from clause 28 and 29 of the Maritime Industry Seagoing Award 1999.</p> <p>9. Clause 14.9 Tanker Allowance is from clause 18 of the Maritime Industry Seagoing Award 1999.</p> <p>10. Clause 14.10 Handling/securing cargo allowance is as agreed with union representatives and is from clause 19 of the Maritime Industry Seagoing Award 1999.</p> <p>11. Clause 14.11 Disturbance of sleep allowance is from clause 20 of the Maritime Industry Seagoing Award 1999.</p> <p>12. Clause 14.12 Method of calculating expense related allowances is a model provision.</p>
15 – Payment of wages	<p>1. Clause 15.1 is a modified version of clause 12 of the Maritime Industry Seagoing Award 1999.</p> <p>2. Clause 15.2 is new.</p> <p>3. Clause 15.3 is from clause 16 of the Maritime Industry Seagoing Award 1999.</p>
16 –Hours of work	<p>1. Clause 16.1 refers to the NES.</p> <p>2. The remainder of the clause is from clause 32.1, 32.3 and 32.4 of the Maritime Industry Seagoing Award 1999.</p>
17 – Maximum weekly hours	This clause is new and supplements the NES.
18 – Breaks	This clause is from clause 32.2 of the Maritime Industry Seagoing Award 1999.
19 – Leave Factor	1. This clause is as agreed with union representatives.

Clause	Source
	2. The remainder of the clause is from clause 33 of the Maritime Industry Seagoing Award 1999.
20 – Annual leave	This clause refers to the NES.
21– Personal/carer’s leave and compassionate leave	This clause refers to the NES.
22 – Community service leave	Clause 22.2 supplements the NES and is new specific to the needs of the industry.
23 – Public holidays	Clause 23.2 supplements the NES and is new specific to the needs of the industry.
24 – Parental leave	This clause refers to the NES.