

The Exposure Draft was first published on 15 January 2016. Subsequent amendments to the draft are as follows:

Publication date	Reason for amendments	Clauses affected
7 November 2016	Incorporate changes resulting from PR580863	Schedule G
	Incorporate changes resulting from [2016] FWCFB 3500 , PR579917 and PR579629	10, 11, 12, Schedule A, Schedule B, Schedule C, Schedule D
	Incorporate changes agreed to by parties and changes made by AMOD following conference of 4 August 2016	8, 10, Schedule B, Schedule H
18 July 2017	Incorporate changes resulting from PR588751	5, 14, 15, Schedule E, Schedule F
	Incorporate changes resulting from [2017] FWCFB 3500 , PR592225 , PR592375 , PR593890	10, 11, 12, Schedule A, Schedule B Schedule C, Schedule D
	Incorporate changes resulting from [2017] FWCFB 3433	1, 3, 15, 23, Schedule H
15 January 2016	Exposure Draft	
8 November 2016	Exposure Draft	
Red text indicates changes made to the draft since the previous published version, or issues that remain unresolved. Underlined text indicates new text that is to be included. Strikethrough text indicates existing text that is to be deleted.		

EXPOSURE DRAFT

Seagoing Industry Award 2016

This exposure draft has been prepared by staff of the Fair Work Commission based on the **Seagoing Industry Award 2010** (the Seagoing award) as at 7 November 2016. This exposure draft does not seek to amend any entitlements under the Seagoing award but has been prepared to address some of the structural issues identified in modern awards.

The review of this award in accordance with s.156 of the *Fair Work Act 2009* is being dealt with in matter [AM2014/243](#). Additionally a number of common issues are being dealt with by the Commission which may affect this award. Transitional provisions have not been included in this exposure draft pending the outcome of the review.

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

No examples have been included in this exposure draft. Parties are asked to submit [examples](#) that clarify the operation of particular provisions.

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DRAFT

Part 1—Application and Operation

1. Title and commencement

1.1 This award is the *Seagoing Industry Award 2016*.

Clause 1.2 amended in accordance with [\[2017\] FWCFB 3433](#) at [328].

~~1.2 This modern award, as varied, commenced operation on 1 January 2010. This modern award commenced operation on 1 January 2010. The terms of the award have been varied since that date.~~

1.3 A variation to this award does not affect any right, privilege, obligation or liability that a person acquired, accrued or incurred under the award as it existed prior to that variation.

1.4 Schedule H—Definitions sets out definitions that apply in this award.

1.5 Neither the making of this award nor the operation of any transitional arrangements is intended to result in a reduction in the take-home pay of employees covered by the award. On application by or on behalf of an employee who suffers a reduction in take-home pay as a result of the making of this award or the operation of any transitional arrangements, the Fair Work Commission may make any order it considers appropriate to remedy the situation.

2. The National Employment Standards and this award

2.1 The [National Employment Standards](#) (NES) and this award contain the minimum conditions of employment for employees covered by this award.

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

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

3. Coverage

3.1 This industry award covers employers which are engaged in the seagoing industry and their employees in the classification listed in clause 10 and clause A.1.1—Classifications and minimum wage rates to the exclusion of any modern award.

Definition of **seagoing industry** retained in coverage clause in accordance with [\[2017\] FWCFB 3433](#) at [339].

3.2 For the purposes of clause 3.1, **seagoing industry** means the operation of vessels trading as cargo vessels, passenger vessels or operated as research vessels which, in the course of such trade or operation, proceed to sea (on voyages outside the limits of bays, harbours or rivers).

- 3.3** This award covers any employer which supplies labour on an on-hire basis in the industry set out in clauses 3.1 and 3.2 in respect of on-hire employees in classifications covered by this award, and those on-hire employees, while engaged in the performance of work for a business in that industry. This subclause operates subject to the exclusions from coverage in this award.
- 3.4** This award covers employers which provide group training services for trainees engaged in the industry and/or parts of industry set out at clauses 3.1 and 3.2 and those trainees engaged by a group training service hosted by a company to perform work at a location where the activities described herein are being performed. This subclause operates subject to the exclusions from coverage in this award.
- 3.5** This award does not cover:
- (a) employees who are covered by a modern enterprise award, or an enterprise instrument (within the meaning of the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth)), or employers in relation to those employees;
 - (b) employees who are covered by a State reference public sector modern award, or a State reference public sector transitional award (within the meaning of the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth)), or employers in relation to those employees;
 - (c) an employee excluded from award coverage by the Act;
 - (d) employers covered by the following awards:
 - (i) the *Coal Export Terminals Award 2016*;
 - (ii) the *Dredging Industry Award 2016*;
 - (iii) the *Marine Towage Award 2016*;
 - (iv) the *Maritime Offshore Oil and Gas Award 2016*;
 - (v) the *Port Authorities Award 2016*;
 - (vi) the *Ports, Harbours and Enclosed Water Vessels Award 2016*;
 - (vii) the *Stevedoring Industry Award 2016*; or
 - (e) maintenance contractors covered by the *Manufacturing and Associated Industries and Occupations Award 2016*.
- 3.6** Where an employer is covered by more than one award, an employee of that employer is covered by the award classification which is most appropriate to the work performed by the employee and to the environment in which the employee normally performs the work.

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

4. Award flexibility

- 4.1** Notwithstanding any other provision of this award, an employer and an individual employee may agree to vary the application of certain terms of this award to meet the genuine individual needs of the employer and the individual employee. The terms the employer and the individual employee may agree to vary the application of, are those concerning:
- (a) arrangements for when work is performed;
 - (b) overtime rates;
 - (c) penalty rates;
 - (d) allowances; and
 - (e) leave loading.
- 4.2** The employer and the individual employee must have genuinely made the agreement without coercion or duress. An agreement under this clause can only be entered into after the individual employee has commenced employment with the employer.
- 4.3** The agreement between the employer and the individual employee must:
- (a) be confined to a variation in the application of one or more of the terms listed in clause 4.1; and
 - (b) result in the employee being better off overall at the time the agreement is made than the employee would have been if no individual flexibility agreement had been agreed to.
- 4.4** The agreement between the employer and the individual employee must also:
- (a) be in writing, name the parties to the agreement and be signed by the employer and the individual employee and, if the employee is under 18 years of age, the employee's parent or guardian;
 - (b) state each term of this award that the employer and the individual employee have agreed to vary;
 - (c) detail how the application of each term has been varied by agreement between the employer and the individual employee;
 - (d) detail how the agreement results in the individual employee being better off overall in relation to the individual employee's terms and conditions of employment; and
 - (e) state the date the agreement commences to operate.
- 4.5** The employer must give the individual employee a copy of the agreement and keep the agreement as a time and wages record.
- 4.6** Except as provided in clause 4.4(a) the agreement must not require the approval or consent of a person other than the employer and the individual employee.

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

4.8 The agreement may be terminated:

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

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

4.9 The notice provisions in clause 4.8(a) only apply to an agreement entered into from the first full pay period commencing on or after 4 December 2013. An agreement entered into before that date may be terminated in accordance with clause 4.8(a), subject to four weeks’ notice of termination.

4.10 The right to make an agreement pursuant to this clause is in addition to, and is not intended to otherwise affect, any provision for an agreement between an employer and an individual employee contained in any other term of this award.

5. Facilitative provisions

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

5.2 Facilitative provisions in this award are contained in the following clauses:

5.2 amended in accordance with [PR588751](#)

Clause	Provision	Agreement between an employer and:
A.4.2(c)	Public holidays substitute days (Vessels Granted a Temporary Licence only)	An individual
15.2	Annual leave in advance	An individual
15.3	Cashing out of annual leave	An individual

6. Effect of Temporary Licences

6.1 A **temporary licence** is a temporary licence granted under the *Coastal Trading (Revitalising Australian Shipping) Act 2012* (Cth).

- 6.2** The provisions contained within Schedule A—Vessels Granted a Temporary Licence, apply exclusively to vessels granted a temporary licence.
- 6.3** The following parts of this award do not apply to vessels granted a temporary licence:
- (a) Part 2—Types of Employment;
 - (b) Part 3—Hours of Work;
 - (c) Part 4—Wages and Allowances;
 - (d) Part 5—Leave, Public Holidays and Other NES Entitlements;
 - (e) Schedule D—National Training Wage; and
 - (f) Schedule G—2016 Part-day Public Holidays.

Part 2—Types of Employment

7. Types of employment

7.1 General

- (a) Employees under this award will be employed in one of the following categories:
 - (i) full-time employment; or
 - (ii) relief employment.
- (b) At the time of engagement an employer will inform each employee of the terms of their engagement and, in particular, whether they are to be a full-time or relief employee.

7.2 Full-time employees

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

Parties are asked to comment on how clause 7.2 interacts with clause 14.2(e).

7.3 Relief employees

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

Part 3—Hours of Work

8. Ordinary hours of work and rostering

- 8.1 This clause provides industry specific detail and supplements the NES provisions which deal with maximum weekly hours.
- 8.2 For the purposes of the NES an employee’s weekly hours may be averaged over a period of up to 52 weeks.
- 8.3 The ordinary hours for operational and maintenance work will be eight hours per day each day of the week. Employees may be required to work in excess of the ordinary hours to meet the requirements of the vessel.
- 8.4 In port, cargo duties or gear turns will be worked in shifts of not more than 12 hours’ duration, except where it is impractical due to crew shortages.
- 8.5 **Minimum hours of rest**

Clause 8.5 redrafted to incorporate the Maritime Union of Australia’s proposed wording (see [further submission](#) – 28 September 2016 and following conference of 4 August 2016 (see Transcript [PN644–684](#)))

- (a) For the purpose of clause 8.5, **seafarer** means a seaman as defined in ~~subsection 6(1)14~~ of the *Navigation Act 2012* (Cth) or the master of a ship.
- (b) ~~A seafarer must not work in excess of 14 hours without a rest period.~~
- (c) ~~The minimum hours of rest for a seafarer must be 10 hours in any 24 hours and 77 hours in any seven days.~~
- (d) ~~The minimum hours of rest may be divided into two periods, of which one period must be at least six hours.~~
- (e) ~~The requirements for rest periods laid down in clauses 8.5(b) to (d) need not be maintained in the case of an emergency or drill or in other overriding operational conditions.~~
- (f) **Exception**
- (i) ~~Clauses 8.5(b) to (e) do not apply to an employee engaged on a ship in relation to which the Australian Maritime Safety Authority has approved an exception pursuant to clause 15 of Marine Order 28, Issue 4.~~
- (ii) ~~In circumstances in which clause 8.5(f)(i) applies, an employee must be provided with rest breaks in accordance with the terms of the exception granted by the Australian Maritime Safety Authority.~~
- (b) An employer shall comply with the requirements of Marine Order 28 that states that unless AMSA has granted an exemption under section 6 or emergency or drill or other overriding operational conditions as defined in section 13 exist:
- (i) The minimum hours of rest for a seafarer must be:
- 10 hours in any 24 hours; and

- 77 hours in any 7 days.

- (ii) The minimum hours of rest may be divided into two periods, of which one period must be at least 6 hours.
- (iii) The interval between consecutive periods of rest must not exceed 14 hours.

(c) **(g)Joining a vessel overseas**

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

8.6 Swing cycle

- (a) **Swing cycle work** (or work cycle) means a cycle made up of working and non-working days.
- (b) Notwithstanding any other provision of this award, employees who go to sea may be engaged to work on a swing cycle.

9. Breaks

Parties are asked to clarify whether breaks under this clause are paid.

9.1 Meal breaks will be one hour and uninterrupted where practical.

9.2 Employees may be required to shorten their meal breaks to meet the operational requirements of the vessel.

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

Parties are asked to clarify how clause 9.3 interacts with clause 8.5(b).

9.4 Meal breaks will be provided to employees, other than catering employees, during the following span of hours:

Meal break	Span of meal break
Breakfast	7.00 am – 9.00 am
Lunch	12.00 pm – 2.00 pm
Dinner	5.00 pm – 7.00 pm

9.5 Meal breaks may only be shortened or altered where the Master or another officer deems it necessary to meet the operational requirements of the vessel.

9.6 Catering employees will take their meal breaks within the spread of hours in clause 9.4 where practical.

Part 4—Wages and Allowances

10. Classifications and minimum wage rates

10.1 An employee under this award, except as otherwise stated, will be paid at the rate of the aggregate annual salary prescribed in accordance with this clause appropriate to that employee’s classification. For the purposes of the following tables, **18** means vessels manned at 18 or below.

(a) **Dry cargo vessels of up to 19,000 tonnes (D.C. Cat 1)**

Classification	Manning	Minimum salary	Aggregate overtime component	Aggregate annual salary
		\$	\$	\$
Master	18	69,366	26,250	95,616
	AOV	67,707	25,620	93,327
Chief engineer	18	68,228	25,818	94,046
	AOV	66,602	25,203	91,805
First mate/First engineer	18	59,121	22,373	81,494
	AOV	57,763	21,858	79,621
Second mate/Second engineer	18	54,693	20,697	75,390
	AOV	53,467	20,233	73,700
Third mate/Third engineer	18	52,416	19,835	72,251
	AOV	51,256	19,396	70,652
Chief integrated rating/Chief cook/Chief steward	18	49,573	18,759	68,332
	AOV	48,493	18,349	66,842
Second cook	AOV	45,292	17,139	62,431
Integrated rating/Assistant steward/Catering attendant	18	45,146	17,084	62,230
	AOV	44,187	16,719	60,906*

* Standard rate = annual integrating rate (AOV) rate/52

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

Classification	Manning	Minimum salary	Aggregate overtime component	Aggregate annual salary
		\$	\$	\$
Master	18	71,500	27,056	98,556
	AOV	69,780	26,403	96,183

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Classification	Manning	Minimum salary	Aggregate overtime component	Aggregate annual salary
		\$	\$	\$
Chief engineer	18	70,319	26,611	96,930
	AOV	68,634	25,971	94,605
First mate/First engineer	18	60,871	23,035	83,906
	AOV	59,458	22,501	81,959
Second mate/Second engineer	18	56,147	21,247	77,394
	AOV	55,002	20,812	75,814
Third mate/Third engineer	18	53,911	20,401	74,312
	AOV	52,707	19,946	72,653
Chief integrated rating/Chief cook/Chief steward	18	50,369	19,061	69,430
	AOV	49,269	18,644	67,913
Second cook	AOV	45,961	17,393	63,354
Integrated rating/Assistant steward/Catering attendant	18	45,794	17,328	63,122
	AOV	44,815	16,959	61,774

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

Classification	Manning	Minimum salary	Aggregate overtime component	Aggregate annual salary
		\$	\$	\$
Master	18	74,008	28,005	102,013
	AOV	72,218	27,327	99,545
Chief engineer	18	72,778	27,540	100,318
	AOV	71,023	26,877	97,900
First mate/First engineer	18	62,928	23,812	86,740
	AOV	61,458	23,257	84,715
Second mate/Second engineer	18	58,004	21,949	79,953
	AOV	56,678	21,448	78,126
Third mate/Third engineer	18	55,052	20,833	75,885
	AOV	53,816	20,365	74,181
Chief integrated rating/Chief cook/Chief	18	50,742	19,202	69,944
	AOV	49,630	18,781	68,411

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Classification	Manning	Minimum salary	Aggregate overtime component	Aggregate annual salary
		\$	\$	\$
steward				
Second cook	AOV	46,800	17,711	64,511
Integrated rating/Assistant steward/Catering attendant	18	45,995	17,404	63,399
	AOV	45,007	17,031	62,038

(d) Crude tankers

Classification	Manning	Minimum salary	Aggregate overtime component	Aggregate annual salary
		\$	\$	\$
Master	18	83,872	31,738	115,610
	AOV	81,125	30,699	111,824
Chief engineer	18	82,447	31,198	113,645
	AOV	79,754	30,180	109,934
First mate/First engineer	18	70,304	26,604	96,908
	AOV	68,081	25,761	93,842
Second mate/Second engineer	18	65,303	24,712	90,015
	AOV	63,272	23,942	87,214
Third mate/Third engineer	18	61,019	23,090	84,109
	AOV	59,151	22,383	81,534
Chief integrated rating/Chief cook/Chief steward	18	54,717	20,703	75,420
	AOV	53,096	20,092	73,188
Second cook	AOV	49,660	18,790	68,450
Integrated rating/Assistant steward/Catering attendant	18	49,002	18,543	67,545
	AOV	47,161	17,847	65,008

(e) Other (product) tankers

Classification	Manning	Minimum salary	Aggregate overtime component	Aggregate annual salary
		\$	\$	\$

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Classification	Manning	Minimum salary	Aggregate overtime component	Aggregate annual salary
		\$	\$	\$
Master	18	87,143	32,975	120,118
	AOV	83,586	31,630	115,216
Chief engineer	18	85,650	32,409	118,059
	AOV	82,162	31,091	113,253
First mate/First engineer	18	72,206	27,323	99,529
	AOV	69,360	26,247	95,607
Second mate/Second engineer	18	66,976	25,344	92,320
	AOV	64,378	24,361	88,739
Third mate/Third engineer	18	63,242	23,932	87,174
	AOV	60,822	23,015	83,837
Chief integrated rating/Chief cook/Chief steward	18	56,516	21,386	77,902
	AOV	54,548	20,640	75,188
Second cook	AOV	50,991	19,295	70,286
Integrated rating/Assistant steward/Catering attendant	18	51,418	19,458	70,876
	AOV	49,567	18,756	68,323

(f) Gas carriers

Classification	Manning	Minimum salary	Aggregate overtime component	Aggregate annual salary
		\$	\$	\$
Master	18	85,181	32,232	117,413
	AOV	84,139	31,837	115,976
Chief engineer	18	84,813	32,092	116,905
	AOV	82,707	31,297	114,004
First mate/First engineer	18	71,522	27,065	98,587
	AOV	69,802	26,414	96,216
Second mate/Second engineer	18	66,356	25,110	91,466
	AOV	64,784	24,514	89,298
Third mate/Third engineer	18	63,767	24,130	87,897
	AOV	62,274	23,565	85,839

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Classification	Manning	Minimum salary	Aggregate overtime component	Aggregate annual salary
		\$	\$	\$
Chief integrated rating/Chief cook/Chief steward	18	58,229	22,035	80,264
	AOV	56,896	21,529	78,425
Second cook	AOV	54,157	20,495	74,652
Integrated rating/Assistant steward/Catering attendant	18	53,187	20,127	73,314
	AOV	52,004	19,681	71,685

(g) Research vessels

Classification	Minimum salary	Aggregate overtime component	Aggregate annual salary
	\$	\$	\$
Master	64,359	22,615	86,974
Chief engineer	63,200	22,206	85,406
First mate/First engineer	53,834	18,914	72,748
Second mate/Second engineer/ Electrical engineer	49,251	17,305	66,556
Third mate/Third engineer	47,233	16,596	63,829
Bosun/Chief steward/Chief cook/Chief integrated rating	45,134	15,770	60,904
Integrated rating/ AB/Greaser/Second cook	41,621	14,623	56,244

10.2 The training, qualifications, roles and responsibilities of the classification of employees included in the tables above are incorporated in Australian Marine Orders—~~Part 3~~ [70-73](#), the *Navigation Act 2012* (Cth) and other relevant State Flag requirements.

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

- (a) eight hours per day at the minimum hourly rate;
- (b) two hours per day at **200%** of the minimum hourly rate; and

- (c) the balance of hours above 38 ordinary hours per week (56 hours less 38 ordinary hours) at **200%** of the minimum hourly rate.

Parties are asked whether the formula for calculating the aggregate overtime component should be included in the award to provide greater transparency when wages are adjusted.

10.4 Payment of wages

- (a) The employer will pay the employee’s wages, penalties and allowances at a frequency of not longer than monthly by electronic funds transfer into the employee’s nominated bank or other recognised financial institution account.

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

- (b) An employer may deduct from any amount required to be paid to an employee under this clause the amount of any overpayment of wages or allowances.

- (c) Salaries will be calculated in the following way:

- (i) the monthly rate—by dividing the annual rate by 12;
- (ii) the fortnightly rate—by dividing the annual rate by 26; and
- (iii) the daily rate for fortnightly paid employees—by dividing the fortnightly rate by 14.

- (d) **Withholding of wages**

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

10.5 National training wage

Clause 10.5 substituted per [PR593890](#)

- (a) Schedule E to the *Miscellaneous Award 2010* sets out minimum wage rates and conditions for employees undertaking traineeships.
- (b) This award incorporates the terms of Schedule E to the *Miscellaneous Award 2010* as at 1 July 2017. Provided that any reference to “this award” in Schedule E to the *Miscellaneous Award 2010* is to be read as referring to the *Seagoing Industry Award 2016* and not the *Miscellaneous Award 2010*.

11. Allowances—wage related

Monetary amounts in this clause adjusted as a result of AWR 2017

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

11.1 Tanker allowance

- (a) An employee will receive a tanker allowance of **\$9.93** for each day of duty on a tanker.
- (b) This payment includes a travelling allowance and is instead of any other such allowance.

11.2 Handling/securing cargo allowances

An employee who is required to perform manual work involving handling cargo in port (handling), or work consisting of the securing or lashing of cargo (securing or lashing), will be paid an allowance under this clause.

(a) Handling/securing cargo between 7.00 am and 5.00 pm on Monday to Friday

Unless watches are being kept and work is done outside an employee's watch on duty:

- (i) handling cargo—**\$14.00** per hour; or
- (ii) securing or lashing cargo—**\$4.91** per hour,

(b) At any other time Monday to Friday; or where watches are being kept and work is outside an employees' watch on duty; or on Saturdays, Sundays or public holidays (except where work is performed in the circumstances outlined in clause 11.2(c)):

- (i) handling cargo—**\$17.83** per hour; or
- (ii) securing or lashing cargo—**\$5.74** per hour,

(c) Handling/securing cargo between 11.00 pm and 7.00 am

The allowances in clauses 11.2(d) and 11.2(e)(i) are payable:

- (i) for work performed after 11.00 pm on any day where the work has already extended for at least four hours at 11.00 pm;
- (ii) where the work has extended for four hours ending at any time between 11.00 pm and 7.00 am or the commencement of ordinary duty on the following day; or
- (iii) for work after 11.00 pm where watches are being kept and four hours' work has already been performed off watch after 11.00 pm.

(d) Handling/securing cargo between 11.00 pm and 7.00 am

In the circumstances of clause 11.2(c):

- (i) handling cargo—**\$22.38** per hour; or
- (ii) securing or lashing cargo—**\$6.82** per hour.

(e) Handling/securing cargo—mail, passengers’ luggage or motor cars

For work where the cargo is mail, passengers’ luggage or passengers’ motor cars, the following allowances are payable:

- (i) in circumstances outline in clause 11.2(c):

	\$ per hour
Handling	18.43
Securing or lashing	5.86

- (ii) at any other time:

	\$ per hour
Handling	14.00
Securing or lashing	4.91

11.3 Disturbance of sleep allowance

- (a) When the rest of an employee sleeping onboard a vessel is seriously disturbed by noise from cargo operations between the hours of 11.00 pm and 6.00 am, or during an eight hour rest period, the employee will be paid an allowance of **\$22.38** per night or rest period affected.
- (b) In determining the applicability of this allowance, the Master or officer in charge will carefully assess the merits of each claim.

11.4 Vessels wrecked or stranded allowance

If a vessel becomes wrecked or stranded in the course of a voyage and an employee is called upon for special efforts while the vessel is still wrecked or stranded, the employee will, for the time during which the employee so assists, be paid at the rate of **\$15.56** per hour in addition to any other entitlement under this award.

See Schedule C for a summary of monetary allowances

12. Allowances—expense related

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

12.1 Study allowance

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

(b) **Eligibility**

This allowance will apply to:

- (i) a Deck officer who goes ashore to study and sit for an approved course of study qualifying the employee as a First mate (Chief deck officer) or Master of a ship; and
- (ii) a Marine engineer, Marine electrician or Electrical engineer who goes ashore to study and sit for an approved course of marine engineering study.

(c) **Conditions for accessing entitlement**

The entitlements prescribed in clause 12.1(d) will only be payable by the employer if the following conditions are met:

- (i) an application has been made by the employee in writing and has been approved in writing by the employer;
- (ii) the employee has been employed by the employer for the 12 months prior to commencing the period of study;
- (iii) if the employer desires, the employee will enter into a written undertaking that the employee will remain in the employer's employment for a period of at least 12 months after sitting for the certificate in question;
- (iv) the entitlement will be confined to the first attempt to obtain the certificate in question; and
- (v) the employee will provide the employer with reasonable proof of satisfactory attendance at the course of study and examination.

(d) **Entitlement**

- (i) For approved study outside period of accrued leave—**75%** of the eligible employee's salary or wages for the authorised period of study.
- (ii) For approved study during period of accrued leave—a period of additional leave (immediately following the sitting for each certificate), equal to **75%** of the authorised period of study.
- (iii) An employer and an employee may agree to grant the additional leave under clause 12.1(d)(ii) as payment instead of leave.
- (iv) Where an application by an employee to undertake an approved course of study has been approved by the employer, and the employee is subsequently retrenched, the employee will be entitled to payment in

accordance with clause 12.1(d)(i). For these purposes, the employee's salary rate will be the rate applicable at the date of termination.

(e) Living away from home

When it is necessary for an employee to take up temporary residence away from their home port to undertake the approved study, the employee will be entitled to the following living away from home allowance during the authorised period of study:

- (i) **\$117.35** per week; or
- (ii) **\$165.48** per week (if the employee has a spouse or de facto partner and/or dependent children).

(f) Authorised period of study

The authorised period of study for eligible employees under this clause will consist of:

- (i) the period of their attendance at the course of study for each certificate;
- (ii) the prescribed examination times; and
- (iii) vacation times or holidays of not more than seven consecutive days (including Saturdays, Sundays and public holidays).

12.2 Meal and accommodation allowance

(a) An employee will be entitled to the relevant meal or accommodation allowance set out in clause 12.2(d), in the following circumstances:

- (i) an employee in a vessel is required by the employer to take a meal ashore and/or be accommodated ashore at a port other than at the employee's home port; or
- (ii) subject to clause 12.2(c) an employee is directly travelling to their home port at the employer's expense pursuant to clause 12.2(a) or any applicable legislation; or
- (iii) an employee is undertaking travel in accordance with clause 12.3.

(b) Employees in their home port

Employees in a vessel in their home port will only be entitled to the accommodation allowance set out in clause 12.2(d) when:

- (i) their usual place of residence is not actually located in their home port;
- (ii) accommodation is not provided; and
- (iii) they produce evidence to the reasonable satisfaction of the employer that they properly incurred the particular expenditure.

(c) Meals while travelling by air

An employee will only be entitled to payment of the respective meal allowance set out in clause 12.2(d) when:

- (i) the employee is travelling at the employer’s expense in accordance with clause 12.2(a); and
- (ii) an in-flight airline meal is not available to the employee whilst travelling during breakfast hours (7.00 am to 9.00 am) and/or lunch hours (12.00 pm to 2.00 pm) and/or dinner hours (5.00 pm to 7.00 pm).

(d) Entitlement

(i) An employee’s entitlement under clause 12.2 will be as follows:

Daily rates	\$
Breakfast	20.52
Lunch	24.75
Dinner	40.99
Accommodation	138.70
Accommodation and meals	224.96
Weekly rates	\$
Meals	431.37
Accommodation	693.55

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

12.3 Travel expenses

Subject to the employee producing evidence to the reasonable satisfaction of the employer that expenditure claimed was properly incurred by the employee, the employer will reimburse the reasonable travel expenses of an employee when the employee is travelling:

- (a) as required by and for the purposes of the employer; or
- (b) to and/or from the employee’s home port in the following circumstances:
 - (i) incidentally to the taking of leave as required by the employer;
 - (ii) pursuant to the application of the *Navigation Act 2012* (Cth);
 - (iii) 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
 - (iv) when the employee terminates their employment at the same time that articles of agreement expire through the passing of time at any port other than at the employee’s home port.

- (c) Clause 12.3 will not apply where the employer provides free travel.

12.4 Personal effects allowance

An employee who sustains damage or loss of their personal effects or equipment due to fire, explosion, foundering, shipwreck, collision or stranding, will be compensated by the employer for the damage or loss by a payment equivalent to the value thereof, not exceeding **\$4182.00**.

12.5 Conveyance

- (a) Where a vessel lies at anchorage or at any buoy within port limits and is not duly treated as being at sea while there, the employer will reimburse the employee the cost of conveyance between the vessel and a safe landing place.
- (b) Clause 12.5(a) will not apply where the employer provides the conveyance or the Master considers it unreasonable in the circumstances at the time.

12.6 Medical expenses

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

12.7 Passports/travel document expenses

The employer will reimburse an employee for all reasonable charges, fees and expenses incurred by an employee who is required by the employer to have and maintain:

- (a) a valid passport;
- (b) any necessary visas; and
- (c) any necessary vaccinations.

12.8 Reimbursement of expenses

Upon production of evidence to the reasonable satisfaction of the employer that the expenditure claimed was properly incurred by the employee, 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, including:

- (a) expenses in respect of fees incurred by a Master or Deck officer in obtaining or renewing a pilotage exemption certificate in the course of their service with the employer;
- (b) 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
- (c) reimbursement of reasonable legal costs incurred or fines imposed by a competent tribunal under any applicable environmental legislation provided that the expenses incurred were not due to, or arising from, the employee's personal default or misconduct.

12.9 Industrial clothing

(a) Uniforms

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

(b) Trappings

Parties are asked to define 'trappings'.

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

(c) Safety shoes and protective clothing

If an employer requires an employee to purchase any safety shoes and protective clothing (including overalls), the employer must reimburse the employee for the full cost of purchasing such items. Any such clothing will remain the property of the employer.

(d) Clause 12.9 will not apply where the industrial clothing is supplied to the employee wholly at the employer's expense.

See Schedule C for a summary of monetary allowances

13. Superannuation

13.1 Superannuation contributions for defined benefit members

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

Part 5—Leave, Public Holidays and Other NES Entitlements

14. Leave

14.1 Leave factor and entitlement to leave

(a) Subject to clause 14.1(c), for each day of duty on a vessel or a day during which the employee is involved in travelling to or from a vessel or place of work as required by the employer, an employee will accrue an entitlement to 0.926 of a day's leave without loss of pay.

(b) Where leave granted is less or more than that actually due, it will be debited or credited to the employee as less or additional leave.

(c) Leave will not accrue:

- (i) on a day when an employee is on leave;
- (ii) on 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) on 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) on a day when an employee accepts shore-based secondment; or
- (vi) where a leave ratio higher than that contained in clause 14.1(a) operates, in order to give effect to an employee’s leave entitlement:
 - days of joining or leaving a vessel; and
 - days of travel to and from a vessel or required place of work despite that work is performed on any such day.

14.2 Calculation of leave entitlement

The leave entitlement in clause 14.1(a) gives effect to, amongst other things:

Parties are asked to comment on whether the ‘other things’ referred to in clause 14.2 should be specified.

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

Parties are asked to comment on how clause 14.2(e) interacts with clause 7.2.

14.3 Taking of leave

- (a) The taking of leave will, as far as practicable, be arranged to suit the running of the vessel in which the employee is engaged.
- (b) 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.
- (c) Unless otherwise agreed between the employer and the employee, the leave to which an employee is entitled under this clause will be granted by the employer and taken by the employee not later than eight months after it has commenced to accrue.

14.4 Leave in advance: employer direction

14.4 renamed in accordance with [PR588751](#)

- (a) Where an employee’s leave has expired, an employer may require an employee to take up to 14 days of leave in advance. An employee will not be required to take more than 14 days of leave in advance unless:
 - (i) there has been prior consent by the employee; or
 - (ii) a swing cycle agreement applying to the employee provides otherwise.
- (b) The giving and taking of leave will be arranged having regard to:
 - (i) avoidance of delays to a vessel’s schedule, the voyaging pattern of the employee’s regular vessel and urgent needs or demands of the employer’s service;
 - (ii) the need to correct imbalances in leave and duty periods;
 - (iii) the employee’s home port;
 - (iv) the need to reduce costs of travel; and
 - (v) whether the employee has a right to accumulate leave under clause 14.5.

14.5 Accumulation of leave for study

A Deck officer or Marine engineer who wishes to take leave for the purposes of an approved course of study in circumstances where the study allowance provisions in clause 12.1 do not apply (e.g. for a second or subsequent attempt at a Certificate of Competency), may accumulate and take their accrued leave in one period, at the time so desired by the employee, provided the employee has given reasonable notice of their intention to the employer.

14.6 Leave during dry docking

Whilst a vessel has ceased operation for the purpose of a survey, overhaul or docking, the employer may require an employee to proceed to their home port to take accrued leave and any leave in advance to the extent permitted by clause 14.4.

14.7 Payment of leave on termination of employment

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

15. Annual leave

15 amended in accordance with [PR588751](#)

15.1 Clause 14.1 of this award gives full effect to the NES entitlements to annual leave.

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

15.2 Annual leave in advance

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

Note: An example of the type of agreement required by clause 15.2 is set out at Schedule E. There is no requirement to use the form of agreement set out at Schedule E.

- (c) The employer must keep a copy of any agreement under clause 15.2 as an employee record.
- (d) If, on the termination of the employee's employment, the employee has not accrued an entitlement to all of a period of paid annual leave already taken in accordance with an agreement under clause 15.2, the employer may deduct from any money due to the employee on termination an amount equal to the amount that was paid to the employee in respect of any part of the period of annual leave taken in advance to which an entitlement has not been accrued.

15.3 Cashing out of annual leave

- (a) Paid annual leave must not be cashed out except in accordance with an agreement under clause 15.3.
- (b) Each cashing out of a particular amount of paid annual leave must be the subject of a separate agreement under clause 15.3.
- (c) An employer and an employee may agree in writing to the cashing out of a particular amount of accrued paid annual leave by the employee.
- (d) An agreement under clause 15.3 must state:
 - (i) the amount of leave to be cashed out and the payment to be made to the employee for it; and
 - (ii) the date on which the payment is to be made.
- (e) An agreement under clause 15.3 must be signed by the employer and employee and, if the employee is under 18 years of age, by the employee's parent or guardian.
- (f) The payment must not be less than the amount that would have been payable had the employee taken the leave at the time the payment is made.
- (g) An agreement must not result in the employee's remaining accrued entitlement to paid annual leave being less than 4 weeks.

- (h) The maximum amount of accrued paid annual leave that may be cashed out in any period of 12 months is 2 weeks.
- (i) The employer must keep a copy of any agreement under clause 15.3 as an employee record.

References to Fair Work Act changed to 'Act'. See [\[2017\] FWCFB 3433](#) at [350].

Note 1: Under section 344 of ~~the Act Fair Work Act~~, an employer must not exert undue influence or undue pressure on an employee to make, or not make, an agreement under clause 15.3.

Note 2: Under section 345(1) of the ~~Act Fair Work Act~~, a person must not knowingly or recklessly make a false or misleading representation about the workplace rights of another person under clause 15.3.

Note 3: An example of the type of agreement required by clause 15.3 is set out at Schedule F. There is no requirement to use the form of agreement set out at Schedule F.

16. Parental leave and related entitlements

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

17. Personal/carer's leave and compassionate leave

17.1 Clause 14.1 of this award gives full effect to the NES entitlements to personal/carer's leave and compassionate leave.

17.2 Arrangements for taking of personal leave will be governed by the *Navigation Act 2012* (Cth).

18. Community service leave

Community service leave is provided for in the NES.

19. Public holidays

19.1 Clause 14.1 of this award gives full effect to the NES entitlements to public holidays.

19.2 Part-day public holidays

For provisions in relation to part-day public holidays see Schedule G

20. Termination of employment

20.1 Notice of termination is provided for in the NES.

20.2 Notice of termination by an employee

The notice of termination required to be given by an employee is the same as that required of an employer except that there is no requirement on the employee to give additional notice based on the age of the employee concerned. If an employee fails to give the required notice the employer may withhold from any monies 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.

21. Redundancy

21.1 Redundancy arrangements are provided for in the NES.

21.2 Transfer to lower paid duties

Where an employee is transferred to lower paid duties by reason of redundancy, the same period of notice must be given as 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.

21.3 Employee leaving during notice period

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

Part 6—Consultation and Dispute Resolution

This part applies to all employers to which this award applies irrespective of whether the vessel was granted a temporary licence.

22. Consultation

22.1 Consultation regarding major workplace change

(a) Employer to notify

- (i)** Where an employer has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the employer must notify the employees who may be affected by the proposed changes and their representatives, if any.
- (ii) Significant effects** include termination of employment; major changes in the composition, operation or size of the employer's workforce or in the

skills required; the elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations; and the restructuring of jobs. Provided that where this award makes provision for alteration of any of these matters an alteration is deemed not to have significant effect.

(b) Employer to discuss change

- (i)** The employer must discuss with the employees affected and their representatives, if any, the introduction of the changes referred to in clause 22.1(a), the effects the changes are likely to have on employees and measures to avert or mitigate the adverse effects of such changes on employees and must give prompt consideration to matters raised by the employees and/or their representatives in relation to the changes.
- (ii)** The discussions must commence as early as practicable after a definite decision has been made by the employer to make the changes referred to in clause 22.1(a).
- (iii)** For the purposes of such discussion, the employer must provide in writing to the employees concerned and their representatives, if any, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees provided that no employer is required to disclose confidential information the disclosure of which would be contrary to the employer's interests.

22.2 Consultation about changes to rosters or hours of work

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

- (d) These provisions are to be read in conjunction with other award provisions concerning the scheduling of work and notice requirements.

23. Dispute resolution

- 23.1 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.
- 23.2 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 23.1 have been taken, a party to the dispute may refer the dispute to the Fair Work Commission.
- 23.3 The parties may agree on the process to be utilised by the Fair Work Commission including mediation, conciliation and consent arbitration.
- 23.4 Where the matter in dispute remains unresolved, the Fair Work Commission may exercise any method of dispute resolution permitted by the Act that it considers appropriate to ensure the settlement of the dispute.
- 23.5 An employer or employee may appoint another person, organisation or association to accompany and/or represent them for the purposes of this clause.

Parties are to consider the proposed variations regarding 'occupational health and safety' and provide any comments by Friday 28 July 2017. See [\[2017\] FWCFB 3433](#) at [382].

- 23.6 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~~ **work 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.

Schedule A—Vessels Granted a Temporary Licence

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

A.1 Minimum Wages and Related Matters

A.1.1 Classifications and minimum wage rates

Classification	Minimum weekly wage ¹
	\$
Master	1329.80
Chief engineer	1307.90
First mate/First engineer	1133.90
Second mate/Second engineer/Radio Officer/Electrical Engineer	1049.60
Third mate/Third engineer	1006.00
Chief integrated rating/Bosun/ Chief cook/Chief steward/Carpenter/ Fitter/ Repairer/Donkeyman/Electrician	951.80
Integrated rating/Able seaman/ Fireman/Motorman/Pumpman/ Oiler greaser/Steward	867.40
OS/Wiper/Deckboy/Catering Boy/2nd Cook/Messroom Steward	731.60*
¹ Based on 40 hour week	

A.2 Allowances

A.2.1 If, by fire, explosion, foundering, shipwreck, collision or stranding, an employee should sustain damage to or loss of their personal effects or equipment, the employer will compensate them for such damage or loss by a payment equivalent to the value thereof, not exceeding **\$4128.00**.

A.2.2 The monetary amount in A.2.1 will be treated as a personal effects allowance and will be adjusted in accordance with clause C.2.

A.3 Hours of Work and Related Matters

A.3.1 Ordinary hours of work

- (a) The ordinary hours of work will be eight hours per day from Monday to Friday.
- (b) All hours worked in excess of eight hours per day from Monday to Friday will be paid as overtime.
- (c) All hours worked on Saturdays, Sundays and public holidays will be paid for as overtime.

(d) Overtime

All overtime worked will be paid at **125%** of the minimum rate.

A.3.2 Rest periods

- (a) Each employee will have a minimum of 10 hours' rest in any 24 hour period and 77 hours in any seven day period.
- (b) This period of 24 hours will begin at the time an employee starts work immediately after having had a period of at least 6 consecutive hours off duty.
- (c) The hours of rest may be divided into no more than two periods, one of which will be at least six hours in length, and the interval between consecutive periods of rest must not exceed 14 hours.

A.4 Leave and Public Holidays

A.4.1 Leave

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

Parties are asked whether additional wording is required to clarify the agreed position that the leave provided for in A.4.1 is not in addition to the NES entitlement, but rather incorporates the NES entitlement (see [PN371] of [Transcript](#) from Mention held on 6 June 2016).

A.4.2 Public holidays

- (a) Public holiday entitlements are provided for in the NES.
- (b) Where a public holiday falls on a Saturday or Sunday, the following working day(s) will be observed as a public holiday.
- (c) An employer and an individual employee may agree to the employee taking another day as the public holiday instead of the day provided in the NES.

~~Schedule B—Summary of Hourly Rates of Pay~~

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Schedule C—Summary of Monetary Allowances

See clauses 11, 12 and A.2 for full details of allowances payable

C.1 Wage related allowances

The wage related allowances in this award are based on the standard rate as defined in Schedule H as the aggregate annual salary for the Integrated rating classification for dry cargo vessels of up to 19,000 tonnes (AOV) in clause 10.1 divided by 52 = **\$1196.73**

Allowance	Clause	% of standard rate \$1196.73	\$ per hour unless stated otherwise
Tanker allowance	11.1	0.83	9.93 per day
Cargo allowances	11.2		
Between 7.00am and 5.00pm, unless the work is done outside the employee's watch on duty if watches are being kept	Handling	1.17	14.00
	Securing or lashing	0.41	4.91
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	Handling	1.49	17.83
	Securing or lashing	0.48	5.74
Between 11.00pm and 7.00am if certain prescribed conditions are met	Handling	1.87	22.38
	Securing or lashing	0.57	6.82
If the cargo is mail, passengers' luggage or passengers' motor cars	Handling	1.17	14.00
	Securing or lashing	0.41	4.91
Between 11.00pm and 7.00am if certain prescribed conditions are met and if the cargo is mail, passengers' luggage or passengers' motor cars	Handling	1.54	18.43
	Securing or lashing	0.49	5.86
Disturbance of sleep allowance	11.3	1.87	22.38 per night or rest period
Vessels wrecked or stranded allowance—special efforts	11.4	1.30	15.56

C.1.1 Adjustment of wage related allowances

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

C.2 Expense related allowances

The following expense related allowances will be payable to employees in accordance with clauses 12 and A.2:

Allowance	Clause	\$
Personal effects allowance	12.4	Not exceeding 4271.00 per occasion
Living away from home allowance	12.1(e)(i)	117.35 per week
Living away from home (with spouse, etc) allowance	12.1(e)(ii)	165.48 per week
Meal and accommodation allowance— daily rates	12.2	
Breakfast		20.52 per occasion
Lunch		24.75 per occasion
Dinner		40.99 per occasion
Accommodation		138.70 per night
Total		Total of 224.96 per day
Meal and accommodation allowances— weekly rates	12.2	
Meals		431.37 per week
Accommodation		693.55 per week
Personal effects allowance—vessels granted a temporary licence	A.2.1	Not exceeding 4271.00 per occasion

C.2.1 Adjustment of expense related allowances payable under this award.

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

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

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

Schedule D—National Training Wage

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

Schedule deleted by [PR593890](#)

Schedule E—Agreement to Take Annual Leave in Advance

Schedule E inserted in accordance with [PR588751](#)

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

Name of employee: _____

Name of employer: _____

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

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

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

Signature of employee: _____

Date signed: ____/____/20____

Name of employer representative: _____

Signature of employer representative: _____

Date signed: ____/____/20____

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

I agree that:

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

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Name of parent/guardian: _____

Signature of parent/guardian: _____

Date signed: ___/___/20___

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Schedule F—Agreement to Cash Out Annual Leave

Schedule F inserted in accordance with [PR588751](#)

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

Name of employee: _____

Name of employer: _____

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

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

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

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

Signature of employee: _____

Date signed: ____/____/20____

Name of employer representative: _____

Signature of employer representative: _____

Date signed: ____/____/20____

Include if the employee is under 18 years of age:

Name of parent/guardian: _____

Signature of parent/guardian: _____

Date signed: ____/____/20____

Schedule G—2016 Part-day Public Holidays

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

Amended in accordance with [PR580863](#); renumbered as Schedule G following [PR588751](#)

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

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

- (a) All employees will have the right to refuse to work on the part-day public holiday if the request to work is not reasonable or the refusal is reasonable as provided for in the NES.
- (b) Where a part-time or full-time employee is usually rostered to work ordinary hours between 7.00 pm and midnight but as a result of exercising their right under the NES does not work, they will be paid their ordinary rate of pay for such hours not worked.
- (c) Where a part-time or full-time employee is usually rostered to work ordinary hours between 7.00 pm and midnight but as a result of being on annual leave does not work, they will be taken not to be on annual leave between those hours of 7.00 pm and midnight that they would have usually been rostered to work and will be paid their ordinary rate of pay for such hours.
- (d) Where a part-time or full-time employee is usually rostered to work ordinary hours between 7.00 pm and midnight, but as a result of having a rostered day off (RDO) provided under this award, does not work, the employee will be taken to be on a public holiday for such hours and paid their ordinary rate of pay for those hours.
- (e) Excluding annualised salaried employees to whom clause G.1(f) applies, where an employee works any hours between 7.00 pm and midnight they will be entitled to the appropriate public holiday penalty rate (if any) in this award for those hours worked.
- (f) Where an employee is paid an annualised salary under the provisions of this award and is entitled under this award to time off in lieu or additional annual leave for work on a public holiday, they will be entitled to time off in lieu or pro-rata annual leave equivalent to the time worked between 7.00 pm and midnight.
- (g) An employee not rostered to work between 7.00 pm and midnight, other than an employee who has exercised their right in accordance with clause G.1(a), will not be entitled to another day off, another day's pay or another day of annual leave as a result of the part-day public holiday.
- (h) Nothing in this schedule affects the right of an employee and employer to agree to substitute public holidays.

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

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

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Schedule H—Definitions

Following the conference of 4 August 2016 (see Transcript [PN691–739](#)), definition inserted by AMOD for the term ‘trappings’ that appears at clause 12.9(b); renumbered as Schedule H following [PR588751](#)

Placement of the **Definitions** to be determined by Plain Language Process. See [\[2017\] FWCFB 3433](#) at [333].

This schedule applies to all employers to which this award applies irrespective of whether the vessel was granted a temporary licence.

In this award, unless the contrary intention appears:

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

AOV means all other vessels

approved course of study is a Certificate of Competency, including an Endorsement, as prescribed by the *Navigation Act 2012* (Cth) or regulations made thereunder, conducted by the Australian Maritime College or an approved technical institution or academy

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

day means from 12 midnight to the following 12 midnight

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

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

employee means national system employee within the meaning of the Act

employer means national system employer within the meaning of the Act

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

References to Fair Work Act changed to ‘Act’. See [\[2017\] FWCFB 3433](#) at [350].

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

on-hire means the on-hire of an employee by their employer to a client, where such employee works under the general guidance and instruction of the client or a representative of the client

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

research vessel means fisheries research vessels and vessels used by the CSIRO, universities and similar institutions or governments for oceanographic research and

which may carry non-maritime personnel engaged in research related activities including from time to time activities normally performed by maritime personnel

seafarer means a seaman as defined in ~~subsection 6(1)14~~ of the *Navigation Act 2012* (Cth) or the master of a ship

Definition of **seagoing industry** has been changed in accordance with [\[2017\] FWCFB 3433](#) at [339].

seagoing industry has the meaning given in clause 3.2.

standard rate means the aggregate annual salary for the Integrated rating classification for dry cargo vessels of up to 19 000 tonnes (AOV) in clause 10.1(a) divided by 52

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

trappings means articles of equipment or dress, especially of an ornamental character, such as hats, epaulettes and lanyards and other than required uniforms and protective clothing

temporary licence means a temporary licence granted under the *Coastal Trading (Revitalising Australian Shipping) Act 2012* (Cth).

vessel means any kind of vessel used in navigation other than air navigation