# Maritime Offshore Oil and Gas Award 2010

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Part 1—Application and Operation

1. **Title**
   
   This award is the *Maritime 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
   - **chief integrated rating** includes a bosun
   - **Commission** means the Australian Industrial Relations Commission or its successor
   - **deck officer** means an employee whose duties are set out in clauses A.1–A.8 of Schedule A—Classifications
   - **employee** has the meaning in the Act
   - **employer** has the meaning in the Act
   - **enterprise award** has the meaning in the Act
   - **enterprise NAPSA** means a NAPSA derived from a State award which immediately prior to 27 March 2006 applied only to a single business or a part of a single business
   - **floating production facility** is a floating vessel usually engaged at sea, whether propelled or non-propelled, and which may be disconnectable or permanently fixed to a mooring riser and which is used to recover, receive, process, store and despatch hydrocarbons to a shuttle tanker
   - **home port** means a port at which the employee was engaged or any other port mutually agreed
   - **in port** means within the time after arrival providing the vessel does not depart the same day
   - **integrated rating** includes those classifications formerly used in this industry of ordinary seaman, able seaman, deck rating, and engine rating
   - **location** means a place at sea where a floating production facility is usually attached to a mooring riser it includes on location and means attending or standing by oil rigs, platforms, floating production facilities or other vessels engaged in or in association
with offshore oil and gas operations whether the attending vessel is under way or at
anchor or secured to another vessel or structure whether inside or outside the defined
limits of a port. Where a vessel is a MODU location means the area in which the
MODU is to drill

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

**marine engineer** means an employee whose duties are set out in clauses A.9–A.13
of Schedule A—Classifications

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

**MODU** means a Mobile Offshore Drilling Unit

**NAPSA** means notional agreement preserving a State award and has the meaning in
the Act

**NES** means National Employment Standards

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

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

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

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

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

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

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

**standard rate** means the minimum salary for integrated rating on Support vessels
Division 1 in clause 13.1 divided by 52

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

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

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

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

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

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

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

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

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

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

### 4. Coverage

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

4.2 Exclusions

The award does not cover:

(a) an employer bound by an enterprise award or an enterprise NAPSA with respect to any employee who is covered by the enterprise award or enterprise NAPSA;

(b) an employee excluded from award coverage by the Act;
(c) employers covered by the following awards:

(i) Coal Export Terminals Award 2010;
(ii) Dredging Industry Award 2010;
(iii) Manufacturing and Associated Industries and Occupations Award 2010;
(iv) Marine Towage Award 2010;
(v) Port Authorities Award 2010;
(vi) Ports, Harbours and Enclosed Water Vessels Award 2010;
(vii) Seagoing Industry Award 2010; or
(viii) Stevedoring Industry Award 2010.

4.3 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; and
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) result in the employee being better off overall than the employee would have been if no individual flexibility agreement had been agreed to.

7.4 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.

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

7.6 Except as provided in clause 7.4(a) the agreement must not require the approval or consent of a person other than the employer and the individual employee.

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

10.1 General

(a) Employees under this award will be employed in one of the following categories:

(i) full-time employees; or

(ii) relief employees.

(b) At the time of engagement an employer will inform each employee of the terms of their engagement and in particular whether they are to be full-time or relief employees.

10.2 Full-time employment

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

10.3 Relief employment

A relief employee is an employee who:

(a) is engaged to cover one-off periods of relief; or

(b) is engaged to work on a project with a finite life; and

(c) receives, on a pro rata basis, equivalent pay and conditions to those of full-time employees.
11. Termination of employment

11.1 Notice of termination is provided for in the NES.

11.2 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.

12. Redundancy

12.1 Redundancy pay is provided for in the NES.

12.2 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.

12.3 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 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. Such classification is defined and set out in Schedule A—Classifications.
### Facilities

<table>
<thead>
<tr>
<th>Classification</th>
<th>Minimum salary</th>
<th>Aggregate overtime component</th>
<th>Aggregate annual salary</th>
</tr>
</thead>
<tbody>
<tr>
<td>Master</td>
<td>53 073</td>
<td>39 805</td>
<td>92 878</td>
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<tr>
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<td>53 073</td>
<td>39 805</td>
<td>92 878</td>
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<tr>
<td>Chief Engineer</td>
<td>55 715</td>
<td>41 786</td>
<td>97 501</td>
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<tr>
<td>Chief Officer</td>
<td>44 232</td>
<td>33 174</td>
<td>77 406</td>
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<tr>
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<td>42 288</td>
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<td>47 820</td>
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<td>34 407</td>
<td>80 283</td>
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<td>80 283</td>
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<td>71 321</td>
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### Support vessels

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<th>Minimum salary</th>
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</tr>
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<tbody>
<tr>
<td><strong>Division 1—64 metres or less</strong></td>
<td></td>
<td></td>
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</tr>
<tr>
<td>Master</td>
<td>50 774</td>
<td>32 022</td>
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<tr>
<td>First Mate</td>
<td>45 706</td>
<td>28 637</td>
<td>74 343</td>
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<tr>
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<td>41 559</td>
<td>25 868</td>
<td>67 427</td>
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<tr>
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<td>31 407</td>
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<td>41 559</td>
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<td>Integrated Rating</td>
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### Division 2—more than 64 metres

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<td>Master</td>
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<td>88 175</td>
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<tr>
<td>First Mate</td>
<td>48 576</td>
<td>30 554</td>
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<tr>
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### Supply vessels

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<tr>
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<td>29 295</td>
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<td>First Mate/Second Engineer</td>
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<td>26 720</td>
<td>69 556</td>
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<td>Second Mate/Third Engineer</td>
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<td>24 145</td>
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### Standby/utility vessels

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<td>Master</td>
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<td>45 337</td>
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(e) **Self-propelled drilling vessels & thruster assisted vessel**

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<thead>
<tr>
<th>Classification</th>
<th>Semi-submersible</th>
<th>Drill ships</th>
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<tbody>
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<td></td>
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<tr>
<td>Master</td>
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**Aggregate overtime component**

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</tr>
<tr>
<td>Bosun Chief Integrated Rating</td>
<td>24 329</td>
<td>25 714</td>
</tr>
</tbody>
</table>
## Classification

<table>
<thead>
<tr>
<th>Classification</th>
<th>Minimum salary</th>
<th>Aggregate overtime component</th>
<th>Aggregate annual salary</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bosun’s Mate</td>
<td>39 864</td>
<td>24 735</td>
<td>64 599</td>
</tr>
<tr>
<td>Integrated Rating</td>
<td>38 887</td>
<td>24 083</td>
<td>62 970</td>
</tr>
<tr>
<td>Provisional IR—under 18 years</td>
<td>21 107</td>
<td>12 208</td>
<td>33 315</td>
</tr>
<tr>
<td>Provisional IR—over 18 years</td>
<td>24 202</td>
<td>14 275</td>
<td>38 477</td>
</tr>
<tr>
<td>Chief Cook</td>
<td>41 329</td>
<td>25 714</td>
<td>67 043</td>
</tr>
<tr>
<td>Second Cook</td>
<td>38 887</td>
<td>24 083</td>
<td>62 970</td>
</tr>
<tr>
<td>Chief Caterer</td>
<td>41 329</td>
<td>25 714</td>
<td>67 043</td>
</tr>
<tr>
<td>Caterer</td>
<td>38 887</td>
<td>24 083</td>
<td>62 970</td>
</tr>
</tbody>
</table>

## Seismic survey vessels

### Classification

<table>
<thead>
<tr>
<th>Classification</th>
<th>Minimum salary</th>
<th>Aggregate overtime component</th>
<th>Aggregate annual salary</th>
</tr>
</thead>
<tbody>
<tr>
<td>Master</td>
<td>50 774</td>
<td>32 022</td>
<td>82 796</td>
</tr>
<tr>
<td>First Mate/Second Engineer</td>
<td>49 853</td>
<td>31 407</td>
<td>81 260</td>
</tr>
<tr>
<td>Second Mate/Third Engineer</td>
<td>45 706</td>
<td>28 637</td>
<td>74 343</td>
</tr>
<tr>
<td>Integrated Ratings</td>
<td>41 559</td>
<td>25 868</td>
<td>67 427</td>
</tr>
<tr>
<td>Chief Cook/Chief Caterer</td>
<td>38 334</td>
<td>23 714</td>
<td>62 048</td>
</tr>
<tr>
<td>Caterer Cook</td>
<td>35 109</td>
<td>21 560</td>
<td>56 669</td>
</tr>
<tr>
<td>Provisional IR—under 18 years</td>
<td>20 707</td>
<td>11 941</td>
<td>32 648</td>
</tr>
<tr>
<td>Provisional IR—over 18 years</td>
<td>23 727</td>
<td>13 958</td>
<td>37 685</td>
</tr>
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</table>

## Non-propelled MODU’s under tow

<table>
<thead>
<tr>
<th>Classification</th>
<th>Minimum salary</th>
<th>Aggregate overtime component</th>
<th>Aggregate annual salary</th>
</tr>
</thead>
<tbody>
<tr>
<td>Master</td>
<td>50 774</td>
<td>32 022</td>
<td>82 796</td>
</tr>
<tr>
<td>Mate</td>
<td>45 706</td>
<td>28 637</td>
<td>74 343</td>
</tr>
<tr>
<td>Integrated Rating</td>
<td>35 109</td>
<td>21 560</td>
<td>56 669</td>
</tr>
</tbody>
</table>
(h) Vessels engaged in operations in the north-west shelf coastal areas

<table>
<thead>
<tr>
<th>Classification</th>
<th>Minimum salary</th>
<th>Aggregate overtime component</th>
<th>Aggregate annual salary</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mary Anne Tide or equivalent</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Master</td>
<td>47 549</td>
<td>29 868</td>
<td>77 417</td>
</tr>
<tr>
<td>Mate</td>
<td>42 836</td>
<td>26 720</td>
<td>69 556</td>
</tr>
<tr>
<td>Chief Engineer</td>
<td>46 691</td>
<td>29 295</td>
<td>75 986</td>
</tr>
<tr>
<td>Deckhand/Integrated Rating</td>
<td>35 109</td>
<td>21 560</td>
<td>56 669</td>
</tr>
<tr>
<td>Utility Vessels Including Landing Barges</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Master</td>
<td>41 605</td>
<td>25 898</td>
<td>67 503</td>
</tr>
<tr>
<td>Mate</td>
<td>45 337</td>
<td>28 391</td>
<td>73 728</td>
</tr>
<tr>
<td>Chief Engineer</td>
<td>35 109</td>
<td>21 560</td>
<td>56 669</td>
</tr>
<tr>
<td>Deckhand/Integrated Rating</td>
<td>46 167</td>
<td>28 945</td>
<td>75 112</td>
</tr>
<tr>
<td>Mooring Assistant/Utility Vessels</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Master</td>
<td>43 080</td>
<td>26 883</td>
<td>69 963</td>
</tr>
<tr>
<td>Chief Engineer</td>
<td>39 555</td>
<td>24 529</td>
<td>64 084</td>
</tr>
<tr>
<td>Mate</td>
<td>35 109</td>
<td>21 560</td>
<td>56 669</td>
</tr>
<tr>
<td>Deckhand/Integrated Rating</td>
<td>43 863</td>
<td>27 406</td>
<td>71 269</td>
</tr>
</tbody>
</table>

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* (Cth) and other relevant State Flag requirements.

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

(a) all hours worked in excess of 7.6 hours per day are calculated on the basis of time and 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
14. Allowances

14.1 Meal and accommodation allowance

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

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Breakfast</td>
<td>14.69</td>
</tr>
<tr>
<td>Lunch</td>
<td>17.61</td>
</tr>
<tr>
<td>Dinner</td>
<td>29.36</td>
</tr>
</tbody>
</table>

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) Employees who are required to live ashore away from their home port may elect to provide their own accommodation in which event they will be reimbursed an allowance of $172.17 per day made up as follows:

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Breakfast</td>
<td>14.69</td>
</tr>
<tr>
<td>Lunch</td>
<td>17.61</td>
</tr>
<tr>
<td>Dinner</td>
<td>29.36</td>
</tr>
<tr>
<td>Accommodation</td>
<td>110.51</td>
</tr>
</tbody>
</table>

(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 $114.48 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 will reimburse the employee the cost of repatriating to and from the employee’s home port for the purpose of taking leave and to the employee’s home port upon termination of their employment. Where an employee terminates their employment before
completion of their first on duty cycle, the employee will be responsible for their own repatriation.

(b) An employee must be reimbursed for one taxi fare to the airport from their home and vice versa for the purposes of travelling to or from the vessel, upon production of receipt, up to a maximum of $43.63 per trip.

c) Where an employee has to wait for four hours or more for a connecting flight whilst travelling between the vessel and their home port the employer will provide or reimburse the employee the cost of hotel accommodation where available.

d) In the event that the employer does not provide air travel the employee will be reimbursed the cost of economy class airfares.

e) Any additional travelling expenses reasonably incurred will be reimbursed

14.3 Industrial and protective clothing

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

14.4 Vessels wrecked or stranded

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

(b) If under such conditions an employee sustains damage to or loses their equipment or personal effects, the employer will reimburse the employee for such loss, but the amount of the reimbursement will not exceed the sum of $3539.90.

14.5 Damage to personal effects

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

14.6 Reimbursement of expenses

(a) The employer will reimburse an employee any expenses reasonably incurred by the employee in the performance of their duties and on behalf of the employer.

(b) The entitlement under this clause will extend to:

(i) expenses associated with enquiries as to casualties or as to the conduct of employees and to proceedings for any alleged breach of any maritime or port or other regulations; and
(ii) reimbursement of reasonable legal costs incurred or fines imposed by a competent tribunal under any applicable environmental legislation. Provided that the expenses incurred were not due to, or arise from, the employee’s personal default or misconduct.

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

14.7 Study allowance

(a) Eligible employees

This allowance will apply to an:

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

(ii) employee Marine Engineer, who goes ashore to study and sit for an approved course of study of Marine Engineering; and

(iii) employee Integrated Rating, who goes ashore to study and sit for an approved course of study to qualify such an employee as a Deck Officer or Marine Engineer.

(b) An approved course of study is a Certificate of Competency, including an Endorsement, as prescribed by the Navigation Act 1912 (Cth) or regulations made thereunder, conducted by the Australian Maritime College or an approved technical institution or academy.

(c) Conditions for accessing entitlement

The entitlements prescribed in clause 14.7(d) will only be payable by the employer if the following conditions are met:

(i) an application in writing has been made by the employee and has been approved in writing by the employer; 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.

(iv) the entitlement will be confined to the first attempt to obtain the certificate in question; and

(v) the employee provides the employer with reasonable proof of satisfactory attendance at the course of study and examination.

(d) Entitlement

(i) For approved study outside period of accrued leave—75% of the eligible employee’s salary or aggregate wages for the authorised period of study.
(ii) For approved study during period of accrued leave—a period of additional leave (immediately following the sitting for each certificate), equal to three quarters of the authorised period of study.

(iii) An employer and an employee may agree to grant the additional leave under clause 14.7(d)(ii) as payment instead of leave.

(iv) Where an application by an employee to undertake an approved course of study has been approved by the employer, and the employee is subsequently retrenched, the employee will be entitled to payment in accordance with clause 14.7(d)(i). For these purposes, the employee’s salary rate will be that rate applicable at the date of termination.

(e) Living away from home allowance

(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:

- $100.05 per week; or
- $141.05 per week (if the employee has a spouse and/or dependant children).

(f) Authorised period of study

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

(i) the period of their attendance at the course of study for each such certificate;

(ii) the prescribed examination times; and

(iii) vacation times or holidays of not more than seven consecutive days (including Saturdays, Sundays and holidays).

14.8 Medicals and passport

(a) An employee who undergoes a medical examination by a medical inspector of seamen, at the requirement of the employer, or pursuant to requirements under the Navigation Act 1912 (Cth) and relevant Marine Orders, will be reimbursed for the cost of the prescribed fees by the employer.

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

14.9 Allowances specific to vessels other than floating production facilities

(a) Shared accommodation allowance

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

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

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

(c) Hard-lying allowance

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

14.10 Allowances specific to floating production facilities

(a) Communication allowance

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

(b) Keep allowance

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

14.11 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:

<table>
<thead>
<tr>
<th>Allowance</th>
<th>Applicable Consumer Price Index</th>
</tr>
</thead>
<tbody>
<tr>
<td>Accommodation allowance</td>
<td>Domestic holiday travel and accommodation sub-group</td>
</tr>
<tr>
<td>Living away from home</td>
<td>Domestic holiday travel and accommodation sub-group</td>
</tr>
<tr>
<td>allowance</td>
<td></td>
</tr>
<tr>
<td>Meal allowance</td>
<td>Take away and fast foods sub-group</td>
</tr>
<tr>
<td>Victualling allowance</td>
<td>Take away and fast foods sub-group</td>
</tr>
</tbody>
</table>
15. **Payment of wages**

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

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

15.3 Salaries will be calculated in the following way:

(a) the monthly rate by dividing the annual rate by 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.

16. **National training wage**

See Schedule B

**Part 5—Hours of Work and Related Matters**

17. **Hours of work**

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

17.1 **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.

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

17.3 **Maximum working hours**

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

(a) An employee must not be required to be continuously on active duty for more than 18 hours.

(b) Where an employee has been continuously on active duty for eighteen hours they must not be required for further duty until they have 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.
17.4 Notwithstanding any other provision of this award, employees who go to sea may be engaged to work on a swing cycle.

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

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

Part 6—Leave and Public Holidays

18. Leave factor

18.1 Leave factor and entitlement to leave

(a) Subject to clause 18.2(c) for each day of duty on a vessel or a day during which the employee is necessarily involved in travelling to or from a vessel or place of work as required by the employer, an employee will accrue an entitlement to 1.153 of a day’s leave without loss of pay.

(i) The on duty period commences the day the employee joins the vessel; and

(ii) the off duty period commences the day the employee leaves the vessel.

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

18.2 Calculation of leave entitlement

(a) The leave entitlement in clause 18.1 gives effect to, amongst other things:

(i) leave with pay for weekends and public holidays worked;

(ii) annual leave with pay of five weeks per year;

(iii) personal 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 the vessel, the employee will accrue a day off for each additional day or part thereof spent.

(c) In acknowledgement that the swing off day is an off duty day under the provisions of this clause and that an employee may be required to perform duties for all or part of the day, the employee will be entitled to an additional
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payment of one day’s pay at the employee’s normal rate of pay as full compensation for any work performed on each such crew change day.

(d) The maximum time off an employee may accrue under this clause is 105 days. Unless agreement has been reached between the employee and employer, an employee will be required to take time off to ensure that the maximum of 105 days is not exceeded. Provided that where an employee who is scheduled on the basis of four weeks on, four weeks off, the maximum accrual will be 84 days.

18.3 Taking of leave

(a) Any extended period of time off (i.e. outside of the normal swing) is to be taken at a mutually agreed time, having regard to the operational necessity of ensuring that only part of the permanent crew members in each department on the vessel take such time off at any one time, to ensure the continued operational efficiency of the vessel.

(b) When proceeding on an extended period of time off, it will be the responsibility of the employee to ensure that they have sufficient entitlements due to enable them to draw continuous pay up to the day of the regular crew change when they are due to rejoin the vessel.

(c) The extent to which time off granted is more or less than that due will be debited or credited to the employee as less or additional time off to be granted; provided that the employee may not be required to take more than seven days of leave in advance.

18.4 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.

19. Personal/carer’s leave and compassionate leave

19.1 Clause 18.1 of this award gives full effect to the NES entitlements to personal/carer’s leave and compassionate leave.

19.2 Arrangements for taking of sick leave will be governed by the Navigation Act 1912 (Cth).

19.3 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 the employee’s home port as soon as reasonably practicable. The company will endeavour to fill the resulting vacancy as promptly as possible.

20. Community service leave

Community service leave is provided for in the NES.
21. Public holidays

Clause 18.1 of this award gives full effect to the NES entitlements to public holidays.

22. Annual leave

Clause 18.1 of this award gives full effect to the NES entitlements to annual leave.
Schedule A—Classifications

A.1 Master

A Master is an employee who holds a certificate of competency in accordance with Marine Orders—Part 3 or as recognised by the Australian Maritime Safety Authority or an equivalent authority of a Flag State or where relevant an equivalent State or Territory authority.

A.2 Facility Master

A Facility Master is an employee who holds a certificate of competency in accordance with Marine Orders—Part 3 or as recognised by the Australian Maritime Safety Authority or an equivalent authority of a Flag State or where relevant an equivalent State or Territory authority.

A.3 Chief Officer

A Chief Officer is an employee who holds a certificate of competency in accordance with Marine Orders—Part 3 or as recognised by the Australian Maritime Safety Authority or an equivalent authority of a Flag State or where relevant an equivalent State or Territory authority.

A.4 Second Officer

A Second Officer is an employee who holds a certificate of competency in accordance with Marine Orders—Part 3 or as recognised by the Australian Maritime Safety Authority or an equivalent authority of a Flag State or where relevant an equivalent State or Territory authority.

A.5 First Mate

A First Mate is an employee who holds a certificate of competency in accordance with Marine Orders—Part 3 or as recognised by the Australian Maritime Safety Authority or an equivalent authority of a Flag State or where relevant an equivalent State or Territory authority.

A.6 Second Mate

A Second Mate is an employee who holds a certificate of competency in accordance with Marine Orders—Part 3 or as recognised by the Australian Maritime Safety Authority or an equivalent authority of a Flag State or where relevant an equivalent State or Territory authority.

A.7 Radio Officer

A Radio Officer is an employee who holds a certificate of competency in accordance with Marine Orders—Part 6 or as recognised by the Australian Maritime Safety Authority or an equivalent authority of a Flag State or where relevant an equivalent State or Territory authority.
A.8 **Deck/Communications Officer**

A Deck/Communications Officer is an employee who holds a certificate of competency in accordance with Marine Orders—Part 6 or as recognised by the Australian Maritime Safety Authority or an equivalent authority of a Flag State or where relevant an equivalent State or Territory authority.

A.9 **Chief Engineer**

A Chief Engineer is an employee who holds a certificate of competency in accordance with Marine Orders—Part 3 or as recognised by the Australian Maritime Safety Authority or an equivalent authority of a Flag State or where relevant an equivalent State or Territory authority.

A.10 **Second Engineer**

A Second Engineer is an employee who holds a certificate of competency in accordance with Marine Orders—Part 3 or as recognised by the Australian Maritime Safety Authority or an equivalent authority of a Flag State or where relevant an equivalent State or Territory authority.

A.11 **Third Engineer**

A Third Engineer is an employee who holds a certificate of competency in accordance with Marine Orders—Part 3 or as recognised by the Australian Maritime Safety Authority or an equivalent authority of a Flag State or where relevant an equivalent State or Territory authority.

A.12 **Electrical Engineer**

An Electrical Engineer is an employee who holds a certificate of competency in accordance with Marine Orders—Part 3 or as recognised by the Australian Maritime Safety Authority or an equivalent authority of a Flag State or where relevant an equivalent State or Territory authority.

A.13 **Marine Electrician**

A Marine Electrician is an employee who holds a certificate of competency in accordance with Marine Orders—Part 3 or as recognised by the Australian Maritime Safety Authority or an equivalent authority of a Flag State or where relevant an equivalent State or Territory authority.

A.14 **Chief Integrated Rating**

A Chief Integrated Rating is an employee who holds a certificate of competency in accordance with Marine Orders—Part 3 or as recognised by the Australian Maritime Safety Authority or an equivalent authority of a Flag State or where relevant an equivalent State or Territory authority.

A.15 **Integrated Rating**

An Integrated Rating is an employee who holds a certificate of competency in accordance with Marine Orders—Part 3 or as recognised by the Australian Maritime Safety Authority or an equivalent authority of a Flag State or where relevant an equivalent State or Territory authority.
A.16 Deckhand

A Deckhand is an employee who holds a certificate of competency in accordance with Marine Orders—Part 3 or as recognised by the Australian Maritime Safety Authority or an equivalent authority of a Flag State or where relevant an equivalent State or Territory authority.

A.17 Provisional Integrated rating

A Provisional Integrated Rating is an employee who has undertaken the integrated rating certification course but who has not completed the required seetime.

A.18 Bosun

A Bosun is an employee who holds a certificate of competency in accordance with Marine Orders—Part 3 or as recognised by the Australian Maritime Safety Authority or an equivalent authority of a Flag State or where relevant an equivalent State of Territory authority.

A.19 Chief Caterer

A Chief Caterer is an employee who holds an AQF III Certificate or equivalent certificate of competency of a relevant Australian Authority or an equivalent authority of a Flag State.

A.20 Caterer

A Caterer is an employee who holds an AQF III Certificate or equivalent certificate of competency of a relevant Australian Authority or an equivalent authority of a Flag State.

A.21 Chief Cook or Head Cook

A Chief or Head Cook is an employee who holds an AQF III Certificate or equivalent certificate of competency of a relevant Australian Authority or an equivalent authority of a Flag State.

A.22 Cook

A Cook is an employee who holds an AQF III Certificate or equivalent certificate of competency of a relevant Australian Authority or an equivalent authority of a Flag State.

A.23 Second Cook or Other Cook

A Second Cook or Other Cook is an employee who holds an AQF III Certificate or equivalent certificate of competency of a relevant Australian Authority or an equivalent authority of a Flag State.

A.24 Chief Steward

A Chief Steward is an employee who holds an AQF III Certificate or equivalent certificate of competency of a relevant Australian Authority or an equivalent authority of a Flag State.
Schedule B—National Training Wage