Seagoing Industry Award 2010

NOTE: Transitional provisions may apply to certain clauses – see clause 2 and Schedule A

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Part 1—Application and Operation

1. Title

This award is the *Seagoing Industry Award 2010*.

2. Commencement and transitional

2.1 This award commences on 1 January 2010.

2.2 The monetary obligations imposed on employers by this award may be absorbed into overaward payments. Nothing in this award requires an employer to maintain or increase any overaward payment.

2.3 This award contains transitional arrangements which specify when particular parts of the award come into effect. Some of the transitional arrangements are in clauses in the main part of the award. There are also transitional arrangements in Schedule A. The arrangements in Schedule A deal with:

- minimum wages and piecework rates
- casual or part-time loadings
- Saturday, Sunday, public holiday, evening or other penalties
- shift allowances/penalties.

2.4 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, Fair Work Australia may make any order it considers appropriate to remedy the situation.

2.5 Fair Work Australia may review the transitional arrangements in this award and make a determination varying the award.

2.6 Fair Work Australia may review the transitional arrangements:

(a) on its own initiative; or

(b) on application by an employer, employee, organisation or outworker entity covered by the modern award; or

(c) on application by an organisation that is entitled to represent the industrial interests of one or more employers or employees that are covered by the modern award; or

(d) in relation to outworker arrangements, on application by an organisation that is entitled to represent the industrial interests of one or more outworkers to whom the arrangements relate.
3. **Definitions and interpretation**

3.1 In this award, unless the contrary intention appears:

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

**AOV** means all other vessels

**award-based transitional instrument** has the meaning in the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth)

**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

**employee** means a national system employee as defined in sections 13 and 30C of the Act

**employer** means a national system employer as defined in sections 14 and 30D of the Act

**enterprise award-based instrument** has the meaning in the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth)

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

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

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

**seagoing industry** means the operation of vessels trading as cargo or passenger vessels which, in the course of such trade, proceed to sea (on voyages outside the limits of bays, harbours or rivers)

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

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

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

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 seagoing industry and their employees in the classifications listed in clause 13—Classification and minimum wage rates to the exclusion of any other modern award.
4.2 Exclusions

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; or

(d) employers covered the following awards:
   (i) the *Coal Export Terminals Award 2010*;
   (ii) the *Dredging Industry Award 2010*;
   (iii) the *Marine Towage Award 2010*;
   (iv) the *Maritime Offshore Oil and Gas Award 2010*;
   (v) the *Port Authorities Award 2010*;
   (vi) the *Ports, Harbours and Enclosed Water Vessels Award 2010*; or
   (vii) the *Stevedoring Industry Award 2010*.

(e) maintenance contractors covered by the *Manufacturing and Associated Industries and Occupations 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
(e) leave loading.

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 Fair Work Australia.

9.3 The parties may agree on the process to be utilised by Fair Work Australia including mediation, conciliation and consent arbitration.

9.4 Where the matter in dispute remains unresolved, Fair Work Australia 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 A—All Vessels Not Granted a Permit**

The following provisions (Part 3 to Part 6, Schedule A and Schedule B) are to apply to all vessels except those which have been granted a permit under the *Navigation Act 1912*.

**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 at least 38 ordinary hours per week, plus reasonable additional hours.

10.3 Relief employment
A relief employee is an employee who is specifically engaged as such and 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 arrangements are 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. **Classification 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. 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)

<table>
<thead>
<tr>
<th>Classification</th>
<th>Manning</th>
<th>Minimum salary</th>
<th>Aggregate overtime component</th>
<th>Aggregate annual salary</th>
</tr>
</thead>
<tbody>
<tr>
<td>Master</td>
<td>18</td>
<td>55 543</td>
<td>21 017</td>
<td>76 560</td>
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<td>54 183</td>
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<td>18</td>
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<td>53 276</td>
<td>20 160</td>
<td>73 436</td>
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<td>47 139</td>
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<td>64 976</td>
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<tr>
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<td></td>
<td>46 024</td>
<td>17 415</td>
<td>63 439</td>
</tr>
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<td>Second mate/Second engineer</td>
<td>18</td>
<td>43 508</td>
<td>16 463</td>
<td>59 971</td>
</tr>
<tr>
<td>AOV</td>
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<td>42 502</td>
<td>16 083</td>
<td>58 585</td>
</tr>
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<td>Third mate/Third engineer</td>
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<td>41 640</td>
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<td>57 397</td>
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<td>52 961</td>
</tr>
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<td>13 545</td>
<td>49 340</td>
</tr>
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<td>Integrated rating/Assistant steward/Catering attendant</td>
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<tr>
<td>AOV</td>
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<td>34 888</td>
<td>13 202</td>
<td>48 090*</td>
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</table>

*standard rate

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

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<td>48 574</td>
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<td>60 319</td>
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<td>42 866</td>
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<td>13 753</td>
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<td>(c) Dry cargo vessels over 39 000 tonnes (D.C. Cat 3)</td>
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<td>15 237</td>
<td>55 504</td>
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### Classification

<table>
<thead>
<tr>
<th>Classification</th>
<th>Manning</th>
<th>Minimum salary</th>
<th>Aggregate overtime component</th>
<th>Aggregate annual salary</th>
</tr>
</thead>
<tbody>
<tr>
<td>Integrated rating/Assistant steward/Catering attendant</td>
<td>18/18</td>
<td>36 371/35 562</td>
<td>13 763/13 457</td>
<td>50 134/49 019</td>
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<td>(d) Crude tankers</td>
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<td>18/18</td>
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<td>91 349/88 304</td>
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<td>21 308/20 618</td>
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<td>18/18</td>
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<td>19 756/19 125</td>
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<td>Chief integrated rating/Chief cook/Chief steward</td>
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<td>43 526/42 197</td>
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<td>(e) Other (product) tankers</td>
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<tr>
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<td>18/18</td>
<td>70 126/67 208</td>
<td>26 536/25 432</td>
<td>96 662/92 640</td>
</tr>
<tr>
<td>Chief engineer</td>
<td>18/18</td>
<td>68 899/66 040</td>
<td>26 071/24 990</td>
<td>94 970/91 030</td>
</tr>
<tr>
<td>Classification</td>
<td>Manning</td>
<td>Minimum salary</td>
<td>Aggregate overtime component</td>
<td>Aggregate annual salary</td>
</tr>
<tr>
<td>----------------------------------------</td>
<td>---------</td>
<td>----------------</td>
<td>-----------------------------</td>
<td>------------------------</td>
</tr>
<tr>
<td>First mate/First engineer</td>
<td>18</td>
<td>57 872</td>
<td>21 899</td>
<td>79 771</td>
</tr>
<tr>
<td></td>
<td>AOV</td>
<td>55 538</td>
<td>21 016</td>
<td>76 554</td>
</tr>
<tr>
<td>Second mate/Second engineer</td>
<td>18</td>
<td>53 582</td>
<td>20 275</td>
<td>73 857</td>
</tr>
<tr>
<td></td>
<td>AOV</td>
<td>51 452</td>
<td>19 469</td>
<td>70 921</td>
</tr>
<tr>
<td>Third mate/Third engineer</td>
<td>18</td>
<td>50 519</td>
<td>19 116</td>
<td>69 635</td>
</tr>
<tr>
<td></td>
<td>AOV</td>
<td>48 535</td>
<td>18 366</td>
<td>66 901</td>
</tr>
<tr>
<td>Chief integrated rating/Chief cook/Chief steward</td>
<td>18</td>
<td>45 004</td>
<td>17 030</td>
<td>62 034</td>
</tr>
<tr>
<td></td>
<td>AOV</td>
<td>43 387</td>
<td>16 418</td>
<td>59 805</td>
</tr>
<tr>
<td>Second cook</td>
<td>AOV</td>
<td>40 470</td>
<td>15 314</td>
<td>55 784</td>
</tr>
<tr>
<td>Integrated rating/Assistant steward/Catering attendant</td>
<td>18</td>
<td>40 819</td>
<td>15 446</td>
<td>56 265</td>
</tr>
<tr>
<td></td>
<td>AOV</td>
<td>39 302</td>
<td>14 872</td>
<td>54 174</td>
</tr>
</tbody>
</table>

(f) Gas carriers

<table>
<thead>
<tr>
<th>Classification</th>
<th>Manning</th>
<th>Minimum salary</th>
<th>Aggregate overtime component</th>
<th>Aggregate annual salary</th>
</tr>
</thead>
<tbody>
<tr>
<td>Master</td>
<td>18</td>
<td>68 515</td>
<td>25 926</td>
<td>94 441</td>
</tr>
<tr>
<td></td>
<td>AOV</td>
<td>67 660</td>
<td>25 603</td>
<td>93 263</td>
</tr>
<tr>
<td>Chief engineer</td>
<td>18</td>
<td>68 214</td>
<td>25 812</td>
<td>94 026</td>
</tr>
<tr>
<td></td>
<td>AOV</td>
<td>66 485</td>
<td>25 158</td>
<td>91 643</td>
</tr>
<tr>
<td>First mate/First engineer</td>
<td>18</td>
<td>57 311</td>
<td>21 686</td>
<td>78 997</td>
</tr>
<tr>
<td></td>
<td>AOV</td>
<td>55 900</td>
<td>21 153</td>
<td>77 053</td>
</tr>
<tr>
<td>Second mate/Second engineer</td>
<td>18</td>
<td>53 072</td>
<td>20 082</td>
<td>73 154</td>
</tr>
<tr>
<td></td>
<td>AOV</td>
<td>51 784</td>
<td>19 595</td>
<td>71 379</td>
</tr>
<tr>
<td>Third mate/Third engineer</td>
<td>18</td>
<td>50 951</td>
<td>19 280</td>
<td>70 231</td>
</tr>
<tr>
<td></td>
<td>AOV</td>
<td>49 725</td>
<td>18 816</td>
<td>68 541</td>
</tr>
<tr>
<td>Chief integrated rating/Chief cook/Chief steward</td>
<td>18</td>
<td>46 408</td>
<td>17 561</td>
<td>63 969</td>
</tr>
<tr>
<td></td>
<td>AOV</td>
<td>45 314</td>
<td>17 147</td>
<td>62 461</td>
</tr>
<tr>
<td>Second cook</td>
<td>AOV</td>
<td>43 067</td>
<td>16 297</td>
<td>59 364</td>
</tr>
</tbody>
</table>
13.2 The training, qualifications, roles and responsibilities of the classification of employees included in the tables above are incorporated in Australian Marine Orders—Part 3, the *Navigation Act 1912* (Cth) and other relevant State Flag requirements.

13.3 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 ordinary time;

(b) two hours per day at double time; and

(c) the balance of hours above 38 ordinary hours per week (56 hours less 38 ordinary hours) at double time.

## 14. Allowances

### 14.1 Tanker allowance

(a) An employee will receive a tanker allowance of 0.083% of the standard rate for each day of duty on a tanker.

(b) This payment includes a travelling allowance and is instead of any other such allowance.

### 14.2 Handling/securing cargo allowances

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

(i) 1.17% of the standard rate per hour between 7.00 am and 5.00 pm, unless the work is done outside the employee’s watch on duty if watches are being kept;

(ii) subject to clause 14.2(a)(iv), 1.49% of the standard rate per hour at any other time, or if the work is done outside the employee’s watch on duty, if watches are being kept, or on Saturdays, Sundays or public holidays;

(iii) 1.17% of the standard rate per hour if the cargo is mail, passengers’ luggage or passengers’ motor cars; or

<table>
<thead>
<tr>
<th>Classification</th>
<th>Manning</th>
<th>Minimum salary</th>
<th>Aggregate overtime component</th>
<th>Aggregate annual salary</th>
</tr>
</thead>
<tbody>
<tr>
<td>Integrated rating/Assistant steward/Catering attendant</td>
<td>18</td>
<td>42 272</td>
<td>15 996</td>
<td>58 268</td>
</tr>
<tr>
<td>AOV</td>
<td>41 302</td>
<td>15 629</td>
<td>56 931</td>
<td></td>
</tr>
</tbody>
</table>

## Table 1: Classification Salaries

The table above includes the minimum salary, aggregate overtime component, and aggregate annual salary for different classifications. The salaries are calculated based on a work schedule of 10 hours per day during 27 weeks of the year, over seven days a week.
(iv) 1.87% of the standard rate per hour between 11.00 pm and 7.00 am
(1.54% of the standard rate per hour if the cargo is mail, passengers’
luggage or passengers’ motor cars), in the following circumstances:

• after 11.00 pm on any day such work has already extended for at least
four hours at 11.00 pm;

• after such 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

• where watches are being kept, for work off watch after 11.00 pm where
four hours work has already been performed off watch.

(b) In the case of cargo work, consisting of the securing or lashing of cargo, the
following rates will be substituted for the rates contained in clause 14.2(a):

(i) 0.41% for 1.17%;

(ii) 0.48% for 1.49%;

(iii) 0.41% for 1.17%;

(iv) 0.57% for 1.87%; or 0.49% for 1.54%.

14.3 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, such employee will be paid an allowance of
1.87% of the standard rate per night or rest period so affected.

(b) In determining the applicability of this allowance, the Master or officer in
charge will carefully assess the merits of each claim and decide the matter.

14.4 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 1.3% of the standard rate per hour in addition to any other entitlement under this
award.

14.5 Personal effects allowance

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 $3539.90.

14.6 Study allowance

(a) Eligible employees

This allowance will apply to:
(i) a Deck officer who goes ashore to study and sit for an approved course of study qualifying such employee as a First mate (Chief deck officer) or Master of a ship.

(ii) a Marine engineer, Marine electrician or Electrical engineer who goes ashore to study and sit for an approved course of marine engineering study.

(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 14.6(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;

(ii) the employee has been in the employment of the employer for the 12 months prior to commencing the period of study;

(iii) if the employer so desires, the employee will enter into a written undertaking that the employee will remain in its employment for a period of at least 12 months after sitting for the certificate in question;

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

(v) the employee 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 three quarters of the authorised period of study.

(iii) An employer and an employee may agree to grant the additional leave under clause 14.6(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 14.6(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

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) $97.72 per week; or

(ii) $137.80 per week (if the employee has a spouse 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 such certificate;

(ii) the prescribed examination times; and

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

14.7 **Meal and accommodation allowance**

(a) An employee will be entitled to the relevant meal or accommodation allowance set out in clause 14.7(d), in the following circumstances:

(i) where an employee in a vessel is required by the employer to take a meal ashore and/or be accommodated ashore at a port other than at the employee’s home port; or

(ii) subject to clause 14.7(c) where an employee is directly travelling to their home port at the employer’s expense pursuant to clause 14.7(a) or any applicable legislation.

(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 14.7(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 whilst travelling by air**

An employee will only be entitled to payment of the respective meal allowance set out in clause 14.7(d) when:

(i) the employee is travelling at the employer’s expense in accordance with clause 14.7(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

An employee’s entitlement under clause 14.7 will be as follows:

(i) Daily rates

<table>
<thead>
<tr>
<th>Entitlement</th>
<th>$</th>
</tr>
</thead>
<tbody>
<tr>
<td>Breakfast</td>
<td>16.27</td>
</tr>
<tr>
<td>Lunch</td>
<td>19.61</td>
</tr>
<tr>
<td>Dinner</td>
<td>32.49</td>
</tr>
<tr>
<td>Accommodation</td>
<td>115.50</td>
</tr>
<tr>
<td>Accommodation and meals</td>
<td>183.87</td>
</tr>
</tbody>
</table>

(ii) Weekly rates

<table>
<thead>
<tr>
<th>Entitlement</th>
<th>$</th>
</tr>
</thead>
<tbody>
<tr>
<td>Meals</td>
<td>341.82</td>
</tr>
<tr>
<td>Accommodation</td>
<td>577.53</td>
</tr>
</tbody>
</table>

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

14.8 Travel expenses

(a) The employer will reimburse the reasonable travel expenses of an employee when the employee is travelling:

(i) as required by and for the purposes of the employer; or

(ii) to and/or from the employee’s home port in the following circumstances:

- incidentally to the taking of leave as required by the employer;
- pursuant to the application of the Navigation Act 1912 (Cth);
- 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
- when the employee terminates their employment at the same time that articles of agreement expire through effluxion of time at any port other than at the employee’s home port.

(iii) This clause will not apply where the employer provides free travel.

(b) For meals and accommodation during travel, see clause 14.7.

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

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

(b) This clause will not apply where the employer provides the conveyance.

14.10 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 1912 (Cth) and relevant Marine Orders, will be reimbursed the cost of the applicable fees by the employer.

14.11 Passports/travel document expenses

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,

will be reimbursed by the employer for all reasonable charges, fees and expenses incurred by the employee in this respect.

14.12 Reimbursement of expenses

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

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

(i) expenses in respect of fees incurred by a Master or Deck officer in obtaining or renewing a pilotage exemption certificate in the course of their service with the employer;

(ii) expenses associated with enquiries as to casualties or as to the conduct of employees and to proceedings for any alleged breach of any maritime or port or other regulations; and

(iii) reimbursement of reasonable legal costs incurred or fines imposed by a competent tribunal under any applicable environmental legislation provided that the expenses incurred were not due to, or arising 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.
14.13 Industrial clothing

(a) Uniforms

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

(b) Trappings

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

(c) Safety shoes and protective clothing

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

(d) This clause will have no application where the industrial clothing is supplied to the employee wholly at the employer’s expense.

14.14 Adjustment of expense related allowances

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

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

<table>
<thead>
<tr>
<th>Allowance</th>
<th>Applicable Consumer Price Index figure</th>
</tr>
</thead>
<tbody>
<tr>
<td>Accommodation allowance</td>
<td>All groups</td>
</tr>
<tr>
<td>Living away from home allowance</td>
<td>All groups</td>
</tr>
<tr>
<td>Meal allowance</td>
<td>Take-away and fast foods sub-group</td>
</tr>
<tr>
<td>Personal effects allowance</td>
<td>All groups</td>
</tr>
</tbody>
</table>

15. Payment of wages

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

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 12.

(b) The fortnightly rate by dividing the annual rate by 26.

(c) The daily rate for fortnightly paid employees by dividing the fortnightly rate by 14.

15.4 An employee will not be entitled to payment of any wages or salary or any other allowance or payment for any period during which a refusal or failure to work as required continues. The non-entitlement will be at the hourly rate of each hour or part of an hour that the employee so refuses or fails to work. The hourly rate for the purposes of this clause will be 1/24th of the appropriate daily rate.

16. National training wage

See Schedule B.

Part 5—Hours of Work and Related Matters

17. Ordinary hours of work

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

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

17.3 In port, cargo duties or gear turns will, except where it is impractical due to crew shortages, be worked in shifts of not more than 12 hours’ duration.

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

17.5 Avoidance of physical exhaustion

(a) Employees assigned to watch-keeping duties

(i) An employee who is assigned duty as officer in charge of a watch or as a rating forming part of a watch must be provided a minimum of 10 hours of rest in any 24 hour period. The hours of rest may be divided into no more than two periods, one of which must be at least six hours in length.

(ii) The requirements for rest periods laid down in clause 17.5(a)(i) need not be maintained in the case of an emergency or drill or in other overriding operational conditions.

(iii) Despite clause 17.5(a)(i), the minimum period of 10 hours may be reduced to not less than six consecutive hours provided that any such reduction must not extend beyond two days and not less than 70 hours of rest are provided each seven day period.
(b) Other employees

(i) An employee not covered by clause 17.5(a) must be provided a minimum of 10 hours of rest in any 24 hour period. The hours of rest may be divided into no more than two periods, one of which must be at least six hours in length.

(ii) The requirements for rest periods laid down in clause 17.5(a) need not be maintained in the following circumstances:

- if the employee is required to carry out work necessary for the shifting, arrival or sailing of the ship and/or essential work which cannot be reasonably deferred; or

- in the case of an emergency or drill or in other overriding operational conditions.

(c) Despite clause 17.5(a) and (b), the minimum period of 10 hours may be reduced to not less than six consecutive hours provided that any such reduction must not extend beyond two days and a compensatory rest period of not less than eight consecutive hours (exclusive of meal breaks) is provided to such employees as soon as reasonably practicable thereafter.

(d) Joining a vessel overseas

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

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

18. Breaks

18.1 An employee will, where practical, be allowed 60 consecutive minutes for each meal. Employees may be required to curtail their meal breaks where operational requirements of the vessel dictate.

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

18.3 Meal breaks will be provided to employees, with the exception of catering employees, during the following span of hours:

<table>
<thead>
<tr>
<th>Meal breaks</th>
<th>Span of hours</th>
</tr>
</thead>
<tbody>
<tr>
<td>Breakfast</td>
<td>between 7.00 am and 9.00 am</td>
</tr>
<tr>
<td>Midday meal</td>
<td>between 12.00 pm and 2.00 pm</td>
</tr>
<tr>
<td>Evening meal</td>
<td>between 5.00 pm and 7.00 pm</td>
</tr>
</tbody>
</table>

18.4 Catering employees will take their meal breaks, so far as is practical, within the spread of hours in clause 18.3. Meal breaks may only be curtailed or altered where the Master or another officer deems it necessary to meet the operational requirements of the vessel.
Part 6—Leave and Public Holidays

19. Leave

19.1 Leave factor and entitlement to leave

(a) Subject to clause 19.1(c), for each day of duty on a vessel or a day during which the employee is necessarily involved in travelling to or from a vessel or place of work as required by the employer, an employee will accrue an entitlement to 0.926 of a day’s leave without loss of pay.

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

(c) Leave will not accrue under this clause in relation to the following:

(i) a day when an employee is on leave;

(ii) a day, or that part of a day, during which an employee fails or refuses to attend for or perform work as lawfully required by the employer;

(iii) any day on which the employee is undertaking an approved course of study or training ashore;

(iv) when an employee’s engagement is less than one day;

(v) a day when an employee accepts shore-based secondment; or

(vi) where a leave ratio higher than that contained in clause 19.1(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.

19.2 Calculation of leave entitlement

The leave entitlement in clause 19.1(a) gives effect to, amongst other things:

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

(b) annual leave with pay of five weeks per annum;

(c) sick leave;

(d) carer’s leave;

(e) compassionate leave; and

(f) a 35 hour working week.

19.3 Taking of leave

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

19.4 Leave in advance

(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 swinger system 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 exigencies of the employer’s service;

(ii) the need to correct imbalances in leave and duty periods;

(iii) the employee’s home port;

(iv) the need to reduce costs of travel; and

(v) whether the employee has a right to accumulate leave under clause 19.5.

(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.

19.5 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 14.6 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 officer, provided the officer has given reasonable notice of their intention to the employer.

19.6 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 19.4.

19.7 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.

20. Annual leave

Clause 19.1 of this award gives full effect to the NES entitlements to annual leave.
21.  **Personal/carer’s leave and compassionate leave**

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

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

22.  **Community service leave**

Community service leave is provided for in the NES.

23.  **Public holidays**

Clause 19.1 of this award gives full effect to the NES entitlements to public holidays.
Schedule A—Transitional Provisions

A.1 General

A.1.1 The provisions of this schedule deal with minimum obligations only.

A.1.2 The provisions of this schedule are to be applied when there is a difference, in money or percentage terms, between a provision in a transitional minimum wage instrument (including the transitional default casual loading) or an award-based transitional instrument on the one hand and an equivalent provision in a modern award on the other.

A.2 Minimum wages – existing minimum wage lower

A.2.1 The following transitional arrangements apply to an employer which, immediately prior to 1 January 2010:

(a) was obliged,

(b) but for the operation of an agreement-based transitional instrument would have been obliged, or

(c) if it had been an employer in the industry or of the occupations covered by this award would have been obliged

by a transitional minimum wage instrument and/or an award-based transitional instrument to pay a minimum wage lower than that in this award for any classification of employee.

A.2.2 In this clause minimum wage includes:

(a) a minimum wage for a junior employee, an employee to whom training arrangements apply and an employee with a disability;

(b) a piecework rate; and

(c) any applicable industry allowance.

A.2.3 Prior to the first full pay period on or after 1 July 2010 the employer must pay no less than the minimum wage in the relevant transitional minimum wage instrument and/or award-based transitional instrument for the classification concerned.

A.2.4 The difference between the minimum wage for the classification in this award and the minimum wage in clause A.2.3 is referred to as the transitional amount.

A.2.5 From the following dates the employer must pay no less than the minimum wage for the classification in this award minus the specified proportion of the transitional amount:

**First full pay period on or after**

<table>
<thead>
<tr>
<th>Date</th>
<th>Proportion</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 July 2010</td>
<td>80%</td>
</tr>
<tr>
<td>1 July 2011</td>
<td>60%</td>
</tr>
<tr>
<td>1 July 2012</td>
<td>40%</td>
</tr>
<tr>
<td>1 July 2013</td>
<td>20%</td>
</tr>
</tbody>
</table>
A.2.6 The employer must apply any increase in minimum wages in this award resulting from an annual wage review.

A.2.7 These provisions cease to operate from the beginning of the first full pay period on or after 1 July 2014.

A.3 Minimum wages – existing minimum wage higher

A.3.1 The following transitional arrangements apply to an employer which, immediately prior to 1 January 2010:

(a) was obliged,

(b) but for the operation of an agreement-based transitional instrument would have been obliged, or

(c) if it had been an employer in the industry or of the occupations covered by this award would have been obliged

by a transitional minimum wage instrument and/or an award-based transitional instrument to pay a minimum wage higher than that in this award for any classification of employee.

A.3.2 In this clause minimum wage includes:

(a) a minimum wage for a junior employee, an employee to whom training arrangements apply and an employee with a disability;

(b) a piecework rate; and

(c) any applicable industry allowance.

A.3.3 Prior to the first full pay period on or after 1 July 2010 the employer must pay no less than the minimum wage in the relevant transitional minimum wage instrument and/or award-based transitional instrument for the classification concerned.

A.3.4 The difference between the minimum wage for the classification in this award and the minimum wage in clause A.3.3 is referred to as the transitional amount.

A.3.5 From the following dates the employer must pay no less than the minimum wage for the classification in this award plus the specified proportion of the transitional amount:

**First full pay period on or after**

<table>
<thead>
<tr>
<th>Date</th>
<th>Proportion</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 July 2010</td>
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<td>1 July 2012</td>
<td>40%</td>
</tr>
<tr>
<td>1 July 2013</td>
<td>20%</td>
</tr>
</tbody>
</table>

A.3.6 The employer must apply any increase in minimum wages in this award resulting from an annual wage review. If the transitional amount is equal to or less than any increase in minimum wages resulting from the 2010 annual wage review the transitional amount is to be set off against the increase and the other provisions of this clause will not apply.
These provisions cease to operate from the beginning of the first full pay period on or after 1 July 2014.

**A.4 Loadings and penalty rates**

For the purposes of this schedule loading or penalty means a:

- casual or part-time loading;
- Saturday, Sunday, public holiday, evening or other penalty;
- shift allowance/penalty.

**A.5 Loadings and penalty rates – existing loading or penalty rate lower**

**A.5.1** The following transitional arrangements apply to an employer which, immediately prior to 1 January 2010:

(a) was obliged,

(b) but for the operation of an agreement-based transitional instrument would have been obliged, or

(c) if it had been an employer in the industry or of the occupations covered by this award would have been obliged

by the terms of the transitional default casual loading or an award-based transitional instrument to pay a particular loading or penalty lower than that in this award for any classification of employee.

**A.5.2** Prior to the first full pay period on or after 1 July 2010 the employer must pay no less than the transitional default casual loading or the loading or penalty in the relevant award-based transitional instrument for the classification concerned.

**A.5.3** The difference between the loading or penalty in this award and the rate in clause A.5.2 is referred to as the transitional percentage.

**A.5.4** From the following dates the employer must pay no less than the loading or penalty in this award minus the specified proportion of the transitional percentage:

<table>
<thead>
<tr>
<th>First full pay period on or after</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 July 2010</td>
<td>80%</td>
</tr>
<tr>
<td>1 July 2011</td>
<td>60%</td>
</tr>
<tr>
<td>1 July 2012</td>
<td>40%</td>
</tr>
<tr>
<td>1 July 2013</td>
<td>20%</td>
</tr>
</tbody>
</table>

These provisions cease to operate from the beginning of the first full pay period on or after 1 July 2014.

**A.6 Loadings and penalty rates – existing loading or penalty rate higher**

**A.6.1** The following transitional arrangements apply to an employer which, immediately prior to 1 January 2010:

(a) was obliged,
(b) but for the operation of an agreement-based transitional instrument would have been obliged, or

(c) if it had been an employer in the industry or of the occupations covered by this award would have been obliged

by the terms of an award-based transitional instrument to pay a particular loading or penalty higher than that in this award for any classification of employee.

### A.6.2
Prior to the first full pay period on or after 1 July 2010 the employer must pay no less than the loading or penalty in the relevant award-based transitional instrument.

### A.6.3
The difference between the loading or penalty in this award and the rate in clause A.6.2 is referred to as the transitional percentage.

### A.6.4
From the following dates the employer must pay no less than the loading or penalty in this award plus the specified proportion of the transitional percentage:

**First full pay period on or after**

<table>
<thead>
<tr>
<th>Date</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 July 2010</td>
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<td>40%</td>
</tr>
<tr>
<td>1 July 2013</td>
<td>20%</td>
</tr>
</tbody>
</table>

### A.6.5
These provisions cease to operate from the beginning of the first full pay period on or after 1 July 2014.

### A.7
**Loadings and penalty rates – no existing loading or penalty rate**

### A.7.1
The following transitional arrangements apply to an employer not covered by clause A.5 or A.6 in relation to a particular loading or penalty.

### A.7.2
Prior to the first full pay period on or after 1 July 2010 the employer need not pay the loading or penalty in this award.

### A.7.3
From the following dates the employer must pay no less than the following percentage of the loading or penalty:

**First full pay period on or after**

<table>
<thead>
<tr>
<th>Date</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 July 2010</td>
<td>20%</td>
</tr>
<tr>
<td>1 July 2011</td>
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</tr>
<tr>
<td>1 July 2012</td>
<td>60%</td>
</tr>
<tr>
<td>1 July 2013</td>
<td>80%</td>
</tr>
</tbody>
</table>

### A.7.4
These provisions cease to operate from the beginning of the first full pay period on or after 1 July 2014.
Schedule B—National Training Wage
Part B—Vessels Granted a Permit

The following provisions are to apply to vessels granted a permit under the *Navigation Act 1912*. 