

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

Publication date	Reason for amendments	Clauses affected
08 March 2019	Incorporates changes and notes resulting from <a href="#">[2017] FWCFB 5536</a> at [21]	4.3, 7.2, 9, 11.1, 17.2(h), 17.2(j), 17.3(b)(iv), Schedule A, Schedule B, Schedule G (deleted)
	Incorporate changes resulting from <a href="#">PR598110</a>	Schedule E
	Incorporates changes resulting from <a href="#">[2017] FWCFB 3433</a>	Schedule G (deleted)
	Incorporate changes resulting from <a href="#">[2018] FWCFB 1405</a>	7.2, 13.2(a), 15.3, Schedule G (deleted)
	Incorporate changes resulting from <a href="#">[2018] FWCFB 3500</a> , <a href="#">PR606410</a> and <a href="#">PR606563</a>	15, 17, Schedule A, Schedule B
	Incorporates changes resulting from <a href="#">[2018] FWCFB 3936</a> , <a href="#">PR609409</a>	27 (deleted)
	Incorporates changes resulting from <a href="#">[2018] FWCFB 4695</a> , <a href="#">PR700559</a>	11.5
	Incorporates changes resulting from <a href="#">PR701683</a>	Schedule E
	Incorporates changes resulting from <a href="#">[2018] FWCFB 6863</a> , <a href="#">PR701488</a>	6
	Administrative changes by Modern Awards team	10.5 (deleted), 16, 7.2
	Incorporates changes resulting from <a href="#">[2018] FWCFB 4735</a> , <a href="#">PR610119</a>	6
<a href="#">Exposure Draft</a>		
29 January 2020	Incorporating changes resulting from <a href="#">[2015] FWCFB 4658</a> at [57]	17
	Incorporating changes resulting from <a href="#">[2019] FWCFB 1333</a> at [35]	1.5 (deleted)
	Incorporating changes resulting from <a href="#">[2019] FWCFB 3500</a> , <a href="#">PR707498</a> , <a href="#">PR707725</a>	15, 17, Schedule A, Schedule B
	Incorporating changes resulting from <a href="#">[2019] FWCFB 5144</a>	25
	Incorporates changes resulting from <a href="#">[2019] FWCFB 5409</a>	4.4, 4.5, 15, 17, 20
	Administrative changes made by Modern Awards team to the document structure,	Part 1—, 1.4 (deleted), 2, 6.5, 9, 10, 11, 13, 14, 15, 16, 17,

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Publication date	Reason for amendments	Clauses affected
	Part and clause titles, and clause content in accordance with <a href="#">[2019] FWCFB 5409</a> at [6] and Attachment A	Part 5—, 19, 20, 21, 26, Part 6—, 27, 30, 31, B.1.1, A.2, Schedule B, Schedule C— National Training Wage (deleted), Schedule G— Definitions (moved)
	Incorporates changes resulting from <a href="#">[2019] FWCFB 6572, PR712680</a> .	5, 27, 28, 29, 30
	Incorporating changes resulting from <a href="#">[2019] FWCFB 7173</a> at [23].	Schedule A
	Incorporates changes resulting from <a href="#">[2019] FWCFB 7854</a> and <a href="#">[2019] FWCFB 8398</a>	4.3
	Incorporating changes resulting from <a href="#">[2019] FWCFB 8491, PR715184</a>	Schedule E
	Administrative changes made by Modern Awards Team	17, 21.6(a), B.1.1, B.2.1
	Administrative changes made by Modern Awards team to incorporate previous A clauses into the numbering of the exposure draft	6, 16

## EXPOSURE DRAFT

### Dredging Industry Award 20XX

This exposure draft has been prepared by staff of the Fair Work Commission based on the *Dredging Industry Award 2010* (the Dredging award) as at 7 November 2016 and incorporates award updates up to 19 December 2019. This exposure draft does not seek to amend any entitlements under the Dredging award. Instead, it has been prepared to address some of the structural issues identified in modern awards and to apply plain language drafting principles and techniques.

The review of this award in accordance with section 156 of the *Fair Work Act 2009* is being dealt with in matter [AM2014/223](#). Additionally a number of common issues are being dealt with by the Commission which may affect this award. Some transitional provisions have been deleted as a result of decisions made during the review.

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

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## Part 1—Application and Operation of this Award

### 1. Title and commencement

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

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

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

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

### 2. Definitions

In this award, unless the contrary intention appears:

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

**aggregate rate** means the minimum rate that has been fixed on the basis that, except where otherwise provided in the award, it takes account of all aspects and conditions of employment both general and particular and incorporates the dredging industry allowance.

**all purposes** means the payment will be included in the rate of pay of an employee who is entitled to the allowance, when calculating any penalties or loadings or payment while they are on annual leave (see clause 17.2(a)).

**barge** means either a propelled or non-propelled barge engaged in the carriage of dredge spoil, marine stores including fuel and/or dredging equipment.

**continuous operation** means 24 hours per day operation.

**day** means the 24 hours midnight to midnight.

**day worker** means an employee who works day work in accordance with this award and does not include a shiftworker on day shift.

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

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

**dredge** means a self-propelled vessel or a non-propelled vessel as defined which is engaged in or in association with dredging or dredging work. Under this definition:

- (a) **self-propelled vessel** means a dredging vessel used specifically for dredging or dredging work which is powered under its own steam; and
- (b) **non-propelled vessel** means a dredging vessel used specifically for dredging or dredging work which is not powered under its own steam and is required to be pushed or pulled into its position of operation.

**dredging industry** has the meaning given in clause 4.2.

**employee** means national system employee within the meaning of the [Act](#).

**employer** means national system employer within the meaning of the [Act](#).

**free passage** means: for travel by rail—first class including sleeper berth when so provided; for travel by air—commercial aircraft, economy class.

**fully operational** means the period between the time employees go on to 12 hour shifts for the mobilisation of a vessel until the completion of the demobilisation period. Such period includes the preparation on site for operations, dredging operations, running repairs and maintenance carried out during the course of the contract but does not include scheduled breaks in the contract program where the vessel is not required.

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

**launch** means a self-propelled vessel engaged in hydro-graphic survey and/or the carriage of passengers or stores between other vessels and shore facilities.

**less remote** means a place that does have ready access to goods and services of a major city or town but is not a major port and includes: Albany, Ballina, Bowen, Bunbury, Bundaberg, Busselton, Clarence River, Darwin (East Arm), Eden, Esperance, Geraldton, Gulf Ports, Jervis Bay, Lakes Entrance, Mackay, Maryborough, Mourilyan Harbour, Moruya, Port Stephens, Portland, South Australia, Thevenard, Uranga and Welshpool.

**major port** means a major city or town and includes: Adelaide, Brisbane, Botany, Cairns, Fremantle, Geelong, Gladstone, Melbourne, Newcastle, Port Kembla, Sydney, Townsville and Westernport.

**month** means a calendar month.

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

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**not fully operational** means all times when a vessel is laid up and includes periods when a vessel is laid up out of commission, or laid up under repair and maintenance between dredging contracts, or during scheduled breaks in the contract program where the vessel is not required, but does not include essential repairs and maintenance if required at the conclusion of a project.

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

**ordinary hourly rate** means the minimum hourly rate for an employee's classification specified in clause 15—Minimum rates plus any all-purpose allowance to which an employee is entitled.

**port** includes a bay, river and/or area prescribed as being within harbour limits.

**remote** means a place that does not have ready access to goods and services of a major city or town and includes: Archer Point, Broome, Cape Cuvier, Carnarvon, Cooktown, Dampier, Hay Point, Port Alma, Port Headland, Weipa, Wyndham and Yampi.

**shiftworker** means an employee who works shiftwork in accordance with this award as part of a ~~two-2~~ or ~~three-3~~ shift system.

**shipkeeping** means being on board and available for the performance of any duty.

**standard rate** means the minimum weekly rate for the classification of Able seaman in clause 15.2.

### 3. The National Employment Standards and this award

- 3.1 The [National Employment Standards](#) (NES) and this award contain the minimum conditions of employment for employees covered by this award.
- 3.2 Where this award refers to a condition of employment provided for in the [NES](#), the [NES](#) definition applies.
- 3.3 The employer must ensure that copies of the award and the [NES](#) are available to all employees to whom they apply, either on a notice board which is conveniently located at or near the workplace or through accessible electronic means.

### 4. Coverage

Clauses 4.4 and 4.5 amended in accordance with [\[2019\] FWCFCB 5409](#) at [6] and [118].

Clause 4.3 amended in accordance with [\[2019\] FWCFCB 7854](#) at [7] and [\[2019\] FWCFCB 8398](#) at [8]

- 4.1 This industry award covers employers throughout Australia in the dredging industry and their employees in the classifications listed in clause 15—Minimum rates to the exclusion of any other modern award.

**4.2 Dredging industry means:**

- (a) the operation of vessels in dredging or sluicing work generally and including such work in relation to land reclamation, metalliferous and other mining, and oil and gas projects; and
- (b) the operation of vessels, barges, self-propelled dredges, tugs or other self-propelled vessels, used in the dredging of ports, harbours, bays, estuaries, rivers and channels requiring travelling to or from a dumping area, or whilst moving from port to port.

**4.3 The award does not cover:**

- (a) employers and their employees who are covered by the following awards:
  - (i) *the Coal Export Terminals Award 20XX*;
  - (ii) *the Marine Towage Award 20XX*;
  - (iii) *the Maritime Offshore Oil and Gas Award 20XX*;
  - (iv) *the Port Authorities Award 20XX*;
  - (v) *the Ports, Harbours and Enclosed Water Vessels Award 20XX*;
  - (vi) *the Seagoing Industry Award 20XX*;
  - (vii) *the Stevedoring Industry Award 20XX*; and
- (b) maintenance contractors covered by the *Manufacturing and Associated Industries and Occupations Award 20XX*.

**4.4** This award covers any employer which supplies labour on an on-hire basis in the dredging industry ~~set out in clauses 4.1 and 4.2~~ in respect of on-hire employees in classifications covered by this award, and those on-hire employees, while engaged in the performance of work for a business in that industry. ~~This subclause~~ Clause 4.4 operates subject to the exclusions from coverage in this award.

**4.5** This award covers employers which provide group training services for trainees engaged in the dredging industry and/or parts of that industry ~~set out at clauses 4.1 and 4.2~~ and those trainees engaged by a group training service hosted by a company to perform work at a location where the activities described in clauses 4.1 and 4.2 are being performed. ~~This subclause~~ Clause 4.5 operates subject to the exclusions from coverage in this award.

**4.6 This award does not cover:**

- (a) employees excluded from award coverage by the [Act](#);
- (b) employees who are covered by a modern enterprise award or an enterprise instrument (within the meaning of the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth)), or employers in relation to those employees; or



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- (c) employees who are covered by a State reference public sector modern award or a State reference public sector transitional award (within the meaning of the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth)), or employers in relation to those employees.

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

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

**5. Individual flexibility arrangements**

Clause 5 substituted in accordance with [\[2019\] FWCFB 6572](#) and [PR712680](#).

- ~~5.1 Despite anything else in this award, an employer and an individual employee may agree to vary the application of the terms of this award relating to any of the following in order to meet the genuine needs of both the employee and the employer:~~

- ~~(a) arrangements for when work is performed; or~~
- ~~(b) overtime rates; or~~
- ~~(c) penalty rates; or~~
- ~~(d) allowances; or~~
- ~~(e) annual leave loading.~~

- ~~5.2 An agreement must be one that is genuinely made by the employer and the individual employee without coercion or duress.~~

- ~~5.3 An agreement may only be made after the individual employee has commenced employment with the employer.~~

- ~~5.4 An employer who wishes to initiate the making of an agreement must:~~

- ~~(a) give the employee a written proposal; and~~
- ~~(b) if the employer is aware that the employee has, or reasonably should be aware that the employee may have, limited understanding of written English, take reasonable steps (including providing a translation in an appropriate language) to ensure that the employee understands the proposal.~~

- ~~5.5 An agreement must result in the employee being better off overall at the time the agreement is made than if the agreement had not been made.~~

- ~~5.6 An agreement must do all of the following:~~

- ~~(a) state the names of the employer and the employee; and~~

- (b) identify the award term, or award terms, the application of which is to be varied; and
- (c) set out how the application of the award term, or each award term, is varied; and
- (d) set out how the agreement results in the employee being better off overall at the time the agreement is made than if the agreement had not been made; and
- (e) state the date the agreement is to start.

5.7 An agreement must be:

- (a) in writing; and
- (b) signed by the employer and the employee and, if the employee is under 18 years of age, by the employee's parent or guardian.

5.8 Except as provided in clause 5.7(b), an agreement must not require the approval or consent of a person other than the employer and the employee.

5.9 The employer must keep the agreement as a time and wages record and give a copy to the employee.

5.10 The employer and the employee must genuinely agree, without duress or coercion to any variation of an award provided for by an agreement.

5.11 An agreement may be terminated:

- (a) at any time, by written agreement between the employer and the employee; or
- (b) by the employer or employee giving 13 weeks' written notice to the other party (reduced to 4 weeks if the agreement was entered into before the first full pay period starting on or after 4 December 2013).

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

5.12 An agreement terminated as mentioned in clause 5.11(b) ceases to have effect at the end of the period of notice required under that clause.

5.13 The right to make an agreement under clause 5 is additional to, and does not affect, any other term of this award that provides for an agreement between an employer and an individual employee.

## **6. Requests for flexible working arrangements**

### **6.1 Employee may request change in working arrangements**

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

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

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

NOTE 2: Clause 6 is an addition to section 65.

## 6.2 Responding to the request

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

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

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

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

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

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

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

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

**6.5 Dispute resolution**

Disputes about whether the employer has discussed the request with the employee and responded to the request in the way required by clause 6, can be dealt with under clause 31—[Dispute resolution](#).

**7. Facilitative provisions**

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

**7.2** Facilitative provisions in this award are contained in the following clauses:

Clause	Provision	Agreement between an employer and:
11.3	Casual employment—payment of wages	An individual
13.2(a)(ii)	Span of hours—vessels fully operational	An individual or the majority of employees
14.3	Breaks—employees on dredging operations	An individual
21.2	Annual leave in advance	An individual
21.3	Cashing out of annual leave	An individual

**Part 2—Types of Employment and Classifications**

**8. Types of employment**

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

- (a) full-time;
- (b) part-time; or
- (c) casual.

- 8.2 At the time of engagement, an employer will inform each employee of the terms of their engagement and, in particular, whether they are to be full-time, part-time or casual employees.

## 9. Full-time employees

A full-time employee is engaged to work 38 ordinary hours per week, averaged over a period of one year.

## 10. Part-time employees

- 10.1 A part-time employee:
- (a) is engaged to work ordinary hours which are less than the average number of ordinary hours of a full-time employee; and
  - (b) receives, on a pro rata basis, equivalent pay and conditions to those of full-time employees who do the same kind of work.
- 10.2 A part-time employee must be paid the ordinary hourly rate for the relevant classification in clause 15—Minimum rates.
- 10.3 At the time of commencement, the employer must inform the part-time employee in writing of the:
- (a) ordinary hours of work and starting and finishing times; or
  - (b) rostered periods of duty to be worked by the employee.

## 11. Casual employees

A Full Bench has been constituted in [AM2017/51](#) to deal with the issue of overtime for casuals.

- 11.1 **Casual employee** means an employee who is engaged for a period of less than ~~four~~ weeks and is notified on the first day of their employment.
- 11.2 **Casual loading**
- (a) For each ordinary hour worked, a casual employee must be paid:
    - (i) the ordinary hourly rate; and
    - (ii) a loading of **25%** of the ordinary hourly rate, for the classification in which they are employed.
  - (b) The casual loading is paid instead of annual leave, annual leave loading and any other rates and allowances contained in this award except overtime and shift allowances.

**11.3** Casual employees must be paid at the termination of each engagement, but may agree to be paid weekly or fortnightly.

**11.4** On each occasion a casual employee is required to attend work, the employee is entitled to a minimum payment for ~~two~~ 2 hours' work.

**11.5 Right to request casual conversion**

- (a) A person engaged by a particular employer as a regular casual employee may request that their employment be converted to full-time or part-time employment.
- (b) A **regular casual employee** is a casual employee who has in the preceding period of 12 months worked a pattern of hours on an ongoing basis which, without significant adjustment, the employee could continue to perform as a full-time employee or part-time employee under the provisions of this award.
- (c) A regular casual employee who has worked equivalent full-time hours over the preceding period of 12 months' casual employment may request to have their employment converted to full-time employment.
- (d) A regular casual employee who has worked less than equivalent full-time hours over the preceding period of 12 months' casual employment may request to have their employment converted to part-time employment consistent with the pattern of hours previously worked.
- (e) Any request under ~~this subclause~~ clause 11.5 must be in writing and provided to the employer.
- (f) Where a regular casual employee seeks to convert to full-time or part-time employment, the employer may agree to or refuse the request, but the request may only be refused on reasonable grounds and after there has been consultation with the employee.
- (g) Reasonable grounds for refusal include that:
  - (i) it would require a significant adjustment to the casual employee's hours of work in order for the employee to be engaged as a full-time or part-time employee in accordance with the provisions of this award—that is, the casual employee is not truly a regular casual employee as defined in ~~paragraph (b)~~ clause 11.5(b);
  - (ii) it is known or reasonably foreseeable that the regular casual employee's position will cease to exist within the next 12 months;
  - (iii) it is known or reasonably foreseeable that the hours of work which the regular casual employee is required to perform will be significantly reduced in the next 12 months; or
  - (iv) it is known or reasonably foreseeable that there will be a significant change in the days and/or times at which the employee's hours of work are required to be performed in the next 12 months which cannot be

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accommodated within the days and/or hours during which the employee is available to work.

- (h) For any ground of refusal to be reasonable, it must be based on facts which are known or reasonably foreseeable.
- (i) Where the employer refuses a regular casual employee's request to convert, the employer must provide the casual employee with the employer's reasons for refusal in writing within 21 days of the request being made.
- (j) If the employee does not accept the employer's refusal, this will constitute a dispute that will be dealt with under the dispute resolution procedure in clause 29—Dispute resolution.
- (k) Under that procedure, the employee or the employer may refer the matter to the Fair Work Commission if the dispute cannot be resolved at the workplace level.
- (l) Where it is agreed that a casual employee will have their employment converted to full-time or part-time employment as provided for in clause 11.5, the employer and employee must discuss and record in writing:
  - (i) the form of employment to which the employee will convert—that is, full-time or part-time employment; and
  - (ii) if it is agreed that the employee will become a part-time employee, the matters referred to in clause 10.3.
- (m) The conversion will take effect from the start of the next pay cycle following such agreement being reached unless otherwise agreed.
- (n) Once a casual employee has converted to full-time or part-time employment, the employee may only revert to casual employment with the written agreement of the employer.
- (o) A casual employee must not be engaged and re-engaged (which includes a refusal to re-engage), or have their hours reduced or varied, in order to avoid any right or obligation under clause 11.3.
- (p) Nothing in clause 11.3 obliges a regular casual employee to convert to full-time or part-time employment, nor permits an employer to require a regular casual employee to so convert.
- (q) Nothing in clause 11.3 requires an employer to increase the hours of a regular casual employee seeking conversion to full-time or part-time employment.
- (r) An employer must provide a casual employee, whether a regular casual employee or not, with a copy of the provisions of ~~this subclause~~ clause 11.5 within the first 12 months of the employee's first engagement to perform work. In respect of casual employees already employed as at 1 October 2018, an employer must provide such employees with a copy of the provisions of ~~this subclause~~ clause 11.5 by 1 January 2019.

- (s) A casual employee's right to request to convert is not affected if the employer fails to comply with the notice requirements in clause 11.5(r).

## 12. Classifications

- 12.1 All employees covered by this award may be engaged in the classifications set out in clause 15—Minimum rates.
- 12.2 Employers must advise their employees in writing of their classification and any changes to their classification.
- 12.3 The employer must determine the employee's classification based on the skill level or levels that the employee requires to carry out the principal functions of their employment. The principal functions of employment will be determined by the employer.

## Part 3—Hours of Work

### 13. Ordinary hours of work and rostering

- 13.1 ~~This clause~~ 13 supplements the [NES](#).

#### 13.2 Span of hours—vessels fully operational

##### (a) Day workers

- (i) Hours of duty for day workers will consist of 12 hours per day on each of ~~seven-7~~ days per week between 6.00 am and 6.00 pm.
- (ii) The ordinary hours of work are to be worked continuously, except for meal breaks, at the discretion of the employer between 6.00 and 6.00 pm. The spread of hours (6.00 am to 6.00 pm) may be altered by up to one hour at either end of the spread, by agreement between an employer and the majority of employees concerned or, in appropriate circumstances, between the employer and an individual employee.
- (iii) Any work performed outside the agreed spread of hours must be paid for at overtime rates in accordance with clause 19.1.

##### (b) Shiftworkers

- (i) Hours of duty for shiftworkers will consist of one week of day shifts alternating with one week of night shifts.
- (ii) The day shift cycle will comprise 12 hour shifts on each of ~~seven-7~~ days per week between 6.00 am and 6.00 pm.
- (iii) The night shift cycle will comprise 12 hour shifts on each of ~~six-6~~ days per week between 6.00 pm and 6.00 am.



(c) **Marine cooks**

Hours of duty for marine cooks will consist of 12 hours per day on each of ~~seven~~7 days per week.

**13.3 Span of hours—vessels not fully operational**

Ordinary hours may be worked between 8.00 am and 4.30 pm for up to ~~eight~~8 hours per day, Monday to Friday inclusive, or between 7.00 am and 5.00 pm when not engaged in dredging duties.

**14. Breaks**

**14.1** Except as provided in clauses 14.2(b) and 14.3(d), an employee must not be compelled to work for more than ~~five~~5 hours without a break for a meal.

**14.2 Employees on other than dredging operations**

- (a) Employees on other than dredging operations must be allowed a meal break of at least 45 minutes between the hours of 11.30 am and 1.30 pm.
- (b) If the master/engineer or their representative decides, in an emergency, that the meal break cannot be taken, a meal time of 30 minutes will be allowed later and will be counted as time worked, and payment for a 45 minute meal break will be made at overtime rates.

**14.3 Employees on dredging operations**

- (a) Employees on dredging operations must be allowed a meal break of 30 minutes, which is to be taken within ~~five~~5 hours from the start of the shift or at a time otherwise agreed.
- (b) The meal breaks prescribed in clause 14.3 are to be counted as time worked.
- (c) The incidence of meal time will not interrupt the working of the dredge and attendant craft.
- (d) Employees must be paid an additional one hour at ordinary time rates:
  - (i) if the master/engineer or their representative decides, in an emergency, that the meal break cannot be taken; or
  - (ii) where a dredge and attendant craft are in continuous operation and it is impracticable on any shift to allow the meal break.

**14.4 Maximum hours**

Employees must not work for more than 18 hours continuously. If an employee works a period of 18 continuous hours they must have 10 hours off (inclusive of ~~two~~2 meal hours), subject to employees being available to ensure the continuous operation of the vessel. Less than ~~four~~4 hours off will not constitute a break in the work period of 18 continuous hours.

**14.5 Recall**

- (a) An employee recalled to work overtime otherwise than in a consecutive extension before or after ordinary duty for the day, will be paid a minimum of ~~four~~ 4 hours' work at the appropriate rates.
- (b) If an employee is called back to work on more than one occasion between ceasing time on one day and starting time the next day, the employee will be paid 200% of the ordinary hourly rate for all time from the commencement of the first call-out to the conclusion of the last call-out.

**Part 4—Wages and Allowances**

**15. Minimum rates**

Monetary amounts adjusted as a result of AWR 2019 – changes not tracked.  
 Clause 15 amended in accordance with [\[2019\] FWCFB 5409](#) at [6] and [114]  
 Clause 15 amended in accordance with [\[2019\] FWCFB 5409](#) at [141] to [145].

**15.1 Employees on a non-propelled dredge**

An employer must pay an employee engaged on a non-propelled dredge the following minimum rate:

Classification	Minimum weekly rate	Minimum hourly rate
	<u>(full-time employee)</u>	
	\$	\$
Chief engineer	982.20	25.85
Chief operator	982.20	25.85
First engineer	962.50	25.33
First operator	962.50	25.33
Drilling technician	936.30	24.64
Engineer	917.70	24.15
Mechanical attendant	917.70	24.15
Crane operator/mechanical	909.50	23.93
Electrician	906.60	23.86
Leading driller	900.30	23.69
Second engineer	880.40	23.17
Second operator	880.40	23.17
Leading hand (reclamation)	880.40	23.17
Driller	856.80	22.55

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Classification	Minimum weekly rate	Minimum hourly rate
	(full-time employee)	
	\$	\$
Third engineer	841.30	22.14
Dredgehand	827.50	21.78
Greaser	827.50	21.78
Assistant driller	827.50	21.78
Crew attendant	827.50	21.78

**NOTE:** See Schedule A—Summary of Hourly Rates of Pay for a summary of hourly rates of pay including overtime and penalties/penalty rates.

See Schedule A—Summary of Hourly Rates of Pay for a summary of hourly rates of pay including overtime and penalties.

**15.2 Dredge other than a non-propelled dredge—not fully operational**

An employer must pay an employee engaged on a dredge other than a non-propelled dredge that is not fully operational the following minimum rate:

Classification	Minimum weekly rate	Minimum hourly rate
	(full-time employee)	
	\$	\$
Trailer master	1044.10	27.48
Chief engineer	1044.10	27.48
Trailer shift master	1015.10	26.71
Tug master W.H. Reliance or equivalent	1015.10	26.71
First engineer	1015.10	26.71
Electrical engineer Humber River or equivalent	1015.10	26.71
Trailer mate	933.40	24.56
Tug master, tug engineer	933.40	24.56
Second engineer, electrical engineer	933.40	24.56
Pump operator, welder, deckhand/welder, dredgehand/welder	933.40	24.56
Bosun/driller	933.40	24.56
Launch driver	904.50	23.80
Assistant pump operator	886.50	23.33
Driller, deckhand/driller	886.50	23.33

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Classification	Minimum weekly rate	Minimum hourly rate
	(full-time employee)	
	\$	\$
Bosun	886.50	23.33
Chief cook	886.50	23.33
Deckhand, assistant driller	864.90	22.76
Able seaman, deckhand, dredgehand, greaser, firefighter, motorman	864.90	22.76
Crew attendant	864.90	22.76
Second cook	864.90	22.76

**NOTE:** See Schedule A—Summary of Hourly Rates of Pay for a summary of hourly rates of pay including overtime and penalties/penalty rates.

~~See Schedule A—Summary of Hourly Rates of Pay for a summary of hourly rates of pay including overtime and penalties.~~

**15.3 Dredge other than a non-propelled dredge—fully operational**

An employer must pay an employee engaged on a dredge other than a non-propelled dredge that is fully operational the following aggregated rate:

Classification	Day workers		Shiftworkers	
	Weekly aggregated wage (full-time employee)	Hourly aggregated wage	Weekly aggregated wage (full-time employee)	Hourly aggregated wage
	\$	\$	\$	\$
Trailer master	2339.30	27.85	2310.40	29.62
Chief engineer	2339.30	27.85	2310.40	29.62
Trailer shift master	2275.80	27.09	2247.80	28.82
Tug master W.H. Reliance or equivalent	2275.80	27.09	2247.80	28.82
First engineer	2275.80	27.09	2247.80	28.82
Electrical engineer Humber River or equivalent	2275.80	27.09	2247.80	28.82
Trailer mate	2097.20	24.97	2071.40	26.56
Tug master, tug engineer	2097.20	24.97	2071.40	26.56

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Classification	Day workers		Shiftworkers	
	Weekly aggregated wage <u>(full-time employee)</u>	Hourly aggregated wage	Weekly aggregated wage <u>(full-time employee)</u>	Hourly aggregated wage
	\$	\$	\$	\$
Second engineer, electrical engineer	2097.20	24.97	2071.40	26.56
Pump operator, welder, deckhand/welder, dredgehand/welder	2097.20	24.97	2071.40	26.56
Bosun/driller	2097.20	24.97	2071.40	26.56
Launch driver	2034.00	24.21	2009.00	25.76
Assistant pump operator	1994.60	23.75	1970.10	25.26
Driller, deckhand/driller	1994.60	23.75	1970.10	25.26
Bosun	1994.60	23.75	1970.10	25.26
Chief cook	1994.60	23.75	1970.10	25.26
Deckhand, assistant driller	1947.40	23.18	1923.50	24.66
Able seaman, deckhand, dredgehand, greaser, firefighter, motorman	1947.40	23.18	1923.50	24.66
Crew attendant	1947.40	23.18	1923.50	24.66
Second cook	1947.40	23.18	1923.50	24.66

NOTE: See Schedule A—Summary of Hourly Rates of Pay for a summary of hourly rates of pay including overtime and penaltiespenalty rates.

See Schedule A—Summary of Hourly Rates of Pay for a summary of hourly rates of pay including overtime and penalties.

**15.4 Higher duties**

- (a) An employee engaged to perform any duties of a position at a higher classification level for more than ~~two~~2 hours during any one day will be paid the rate applicable to that higher level for all work done on that day.
- (b) An employee engaged to perform any duties of a position at a higher classification level for ~~two~~2 hours or less during one day will be paid the higher rate for the actual time worked at that higher level.

### 15.5 National training wage

- (a) Schedule E to the [Miscellaneous Award 20XX+0](#) sets out minimum wage rates and conditions for employees undertaking traineeships.
- (b) This award incorporates the terms of Schedule E to the [Miscellaneous Award 20XX+0](#) as at 1 July ~~2019~~2018. Provided that any reference to “this award” in Schedule E to the [Miscellaneous Award 20XX+0](#) is to be read as referring to the *Dredging Industry Award 20XX+0* and not the [Miscellaneous Award 20XX+0](#).

## 16. Payment of wages

Frequency of payment of wages is being considered in matter [AM2016/8](#).

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

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

**16.1** Wages are to be paid weekly or fortnightly. Wages may be paid by cash or electronic funds transfer (EFT).

### 16.2 Payment on termination of employment

- (a) The employer must pay an employee no later than 7 days after the day on which the employee’s employment terminates:
  - (i) the employee’s wages under this award for any complete or incomplete pay period up to the end of the day of termination; and
  - (ii) all other amounts that are due to the employee under this award and the [NES](#).
- (b) The requirement to pay wages and other amounts under ~~paragraph (a) clause 16.2(a)~~ is subject to further order of the Commission and the employer making deductions authorised by this award or the [Act](#).

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

NOTE 2: ~~Paragraph (b) Clause 16.2(b)~~ allows the Commission to make an order delaying the requirement to make a payment under ~~this clause 16.2~~. For example, the Commission could make an order delaying the requirement to pay redundancy pay if an employer makes an application under section 120 of the [Act](#) for the Commission to reduce the amount of redundancy pay an employee is entitled to under the [NES](#).

NOTE 3: State and Territory long service leave laws or long service leave entitlements under section 113 of the [Act](#), may require an employer to pay an

employee for accrued long service leave on the day on which the employee's employment terminates or shortly after.

## 17. Allowances

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

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

Clause 17 amended in accordance with [\[2019\] FWCFB 5409](#) at [141] to [145].

Administrative change made by the Modern Awards Team to clause 17.

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

**17.1** Employers must pay to an employee the allowances the employee is entitled to under ~~this~~ clause 17.

**NOTE:** See Schedule B—Summary of Monetary Allowances for a summary of monetary allowances and method of adjustment.

### 17.2 Wage-related allowances

#### (a) All-purpose allowances

Allowances paid for **all purposes** are included in the rate of pay of an employee who is entitled to the allowance, when calculating any penalties or loadings or payment while they are on annual leave. The following allowance is paid for all purposes under this award:

(i) dual certificate allowance (clause 17.2(b)).

#### (b) Dual certificate allowance

(i) A payment of **\$31.40** per week will be made to an employee working on a vessel that is not fully operational who acts in a dual capacity of master and engineer. The rate is payable for all purposes of this award.

(ii) A payment of **\$66.77** per week will be made to an employee working on a fully operational vessel who acts in a dual capacity of master and engineer. The rate is payable for all purposes of this award.

#### (c) Special rates—confined areas

An employee will be paid **\$1.38** per hour in addition to any other ordinary or overtime rate payable under this award for time occupied working:

(i) inside boilers or furnaces;

(ii) inside the casing of internal combustion engines;

(iii) inside oil tanks in motor vessels;

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- (iv) in bilges (including rose boxes) and coffer dams;
- (v) inside impeller pump casings and dredging pipes; or
- (vi) under engine room or pump room deck plates.

(d) **Hard-lying allowance**

A hard-lying allowance of **\$26.64** per week will be paid to employees required to live aboard a vessel and share a cabin with another employee. The allowance is not subject to any penalties or premium prescribed by this award.

(e) **Shipkeeping**

(i) A master, mate or engineer shipkeeping in any port for all or part of the hours between 5.00 pm and 7.00 am will be entitled to an extra 12 hours' pay at ordinary rates.

(ii) When the vessel is not fully operational the employee is to be paid a special allowance per week of:

	<b>\$ per week</b>
Remote areas	253.93
Less remote areas	168.91
Major ports	111.92

(iii) When the vessel is fully operational the employee is to be paid a special allowance per week of:

	<b>\$ per week</b>
Remote areas	142.02
Less remote areas	56.82

(iv) The allowances in clauses 17.2(e)(ii) and 17.2(e)(iii) will not be taken into account in calculating the wage rate for shiftwork, overtime, annual leave or redundancy pay.

(v) In clauses 17.2(e)(ii) and 17.2(e)(iii) the areas and ports are defined as follows:

- **less remote** means a place that does have ready access to goods and services of a major city or town but is not a major port and includes: Mourilyan Harbour, Bowen, Mackay, Bundaberg, Urangan, Maryborough, Ballina, Clarence River, Port Stephens, Jervis Bay, Moruya, Eden, Lakes Entrance, Welshpool, Portland, Gulf Ports, South Australia, Thevenard, Esperance, Albany, Geraldton, Busselton, Bunbury and Darwin (East Arm).

- **major port** means a major city or town and includes: Brisbane, Newcastle, Sydney, Botany, Port Kembla, Melbourne, Geelong, Westernport, Adelaide, Fremantle, Cairns, Townsville and Gladstone.



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- **remote** means a place that does not have ready access to goods and services of a major city or town and includes: Weipa, Archer Point, Cooktown, Port Alma, Carnarvon, Cape Cuvier, Dampier, Port Headland, Broome, Yampi, Wyndham and Hay Point.

**(f) Radar observer's allowance**

- (i) An allowance of **\$31.40** per week will be paid to masters and mates who are holders of a valid Radar Observer's Certificate when working on a vessel equipped with radar.
- (ii) This allowance will not be taken into account in calculating the wage rate for shiftwork, overtime, annual leave or redundancy pay.

**(g) Firefighting allowance**

- (i) An allowance of **\$31.40** per week is to be paid to engineers who hold a valid firefighting certificate or provide proof of their attendance at an authorised firefighting course for marine personnel.
- (ii) This allowance will not be taken into account in calculating the wage rate for shiftwork, overtime, annual leave or redundancy pay.

**(h) Additional allowances—cooks**

- (i) An additional payment of **\$62.19** per week is to be payable to a chief cook whose duties include the ordering of stores and the issue of linen.
- (ii) If a second cook is required to perform cleaning duties outside of the galley and storerooms, that employee will be paid an allowance of **\$44.37** per week in addition to the rates fixed for ordinary work.
- (iii) These rates will not be taken into account in calculating the wage rate for shiftwork, overtime, annual leave or redundancy pay.

**(i) Protective clothing**

- (i) Marine cooks will be reimbursed by the employer for the reasonable cost of providing gloves and freezer suit for working in freezers.
- (ii) This provision will not apply where the employer supplies the protective clothing.

**(j) Vessels proceeding from port to port**

- (i) Employees on vessels proceeding from one port (or its equivalent) to another port (or its equivalent) are to be paid:
  - the wage rate prescribed in clause 15—Minimum rates;
  - the remote areas allowance prescribed in clause 17.2(e)(iii); and
  - an allowance of **\$122.56** per day or part of a day.

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- (ii) The provisions of sections 68–71 of the *Navigation Act 2012* (Cth) apply in respect of all employees whether in fact or in law the [Act](#) of its own force applies to them.
- (iii) Except where it is provided, the employer will reimburse an employee for a personal accident policy for death risk, loss of limbs and corresponding benefits to the value of **\$165,980**. This amount is payable in addition to the amounts payable under the *Seafarers Rehabilitation and Compensation Act 1992* (Cth).
- (iv) Employees who are not offered employment immediately after the vessel's arrival at its destination will be repatriated to their home port.
- (v) Articles of Agreement as required by the *Navigation Act 2012* (Cth) will be opened for the voyage.

**17.3 Expense-related allowances**

**(a) Meals—overtime**

- (i) An employee required to work overtime for more than one and a half hours after their ordinary finishing time will be supplied with a meal by the employer or be paid **\$50.51 per occasion**.
- (ii) If, owing to the amount of overtime worked, a second or subsequent meal is required, the employee will be supplied with such meal by the employer or be paid **\$50.51** for each meal required.

**(b) Protective and industrial clothing**

- (i) Employees will be paid an allowance of **\$24.50** per week and will provide themselves with adequate industrial clothing including footwear, shirts, singlets, overalls and shorts.
- (ii) Where conditions require, employees will also provide necessary protective clothing and equipment including oilskins, sea boots, goggles, gloves and waterproof coat.
- (iii) The reasonable cost of protective clothing and equipment in clause 17.3(b)(ii) will be reimbursed by the employer.
- (iv) Clause 17.3(b)(iii) does not apply where the employer supplies the protective clothing and equipment.
- (v) The protective clothing described in clause 17.3(b)(iv) will at all times remain the property of the employer and will be returned by the employee to the employer at the completion of the employee's service.
- (vi) The allowance prescribed by clause 17.3(b) is not payable during leave periods.

(c) **Victualling and accommodation allowances**

- (i) If required by the employer, an employee must live aboard a vessel and the employer will accommodate and keep the employee without cost to the employee.
- (ii) Where the employer provides victualling and accommodation the allowances prescribed in ~~this~~ clauses 17.3(d) and 17.3(e) will not be paid.

(d) **Accommodation allowance**

- (i) At the time of engagement of the employee, agreement is to be reached between the employer and the employee as to the employee's home port.
- (ii) An employee will be paid **\$442.22** per week instead of accommodation if required by the employer to live away from the agreed home port.
- (iii) Where it is not practicable for the weekly rate prescribed in ~~this~~ clause 17.3(d)(ii) to be paid, the employee will be paid at the rate of **\$166.16** per night instead of accommodation. This rate will continue to be paid until the employer notifies the employee that thereafter the employee will be paid at the weekly rate of **\$442.22** per week.
- (iv) Where, following a request by any employee, the employer arranges to provide comfortable accommodation at the employer's expense, and the employee(s) use the accommodation for the duration of the contract, the employee(s) will not be entitled to the accommodation allowance in clauses 17.3(d)(ii) and 17.3(d)(iii).

(e) **Victualling allowance**

- (i) Where victualling is not provided by an employer, an employee is to be paid an amount of **\$442.22** per week instead of victualling.
- (ii) Where it is not practicable for the weekly rate prescribed in clause 17.3(e)(i) to be paid, the employee is to be paid the following amounts per day:

	<b>\$ per meal</b>
Breakfast	26.05
Lunch	32.56
Dinner	50.51

- (iii) These rates will continue to be paid until the employer notifies the employee that thereafter the employee will be paid at the weekly rate of **\$442.22** per week instead of victualling.
- (iv) The allowances prescribed by clause 17.3(e) are not payable during leave periods.

**(f) Travelling—local**

- (i) When a vessel is so remote from shore that some means of conveyance is necessary to enable an employee to pass between the vessel and shore before starting or after finishing work, the employee will be paid for the time occupied in travelling and waiting. This time includes all time spent travelling between the vessel and shore, and time spent waiting for work to start and spent after finishing time waiting for conveyance back to shore. Payment will be at ordinary rates with a minimum payment for 30 minutes and will not count as part of the daily working time.
- (ii) When an employee, who in the ordinary course of their employment begins work for the day at a particular place but, is required to finish work at a place other than that particular place, the employee will be paid any reasonable travelling expense incurred in returning home in excess of their ordinary travelling expenses. The employee will also be paid at ordinary rates of pay for any travelling time beyond their ordinary travelling time.
- (iii) An employee will be paid **\$14.43** per day for excess fares incurred on any day upon which the employee is directed to work.
- (iv) The provisions of clause 17.3(f) will not apply to employees who are required by the employer to live aboard a vessel.

**(g) Travelling—other than local**

- (i) An employee proceeding from the place of engagement to and from a port at which the dredge is working must be provided by the employer with a free passage, provided that:
  - if the employee terminates their employment, or employment is terminated by the employer for misconduct within ~~six-6~~ weeks from the start of the employment or the period of the work cycle whichever occurs first, the cost of the free passage will be deducted from any payments due to the employee; and
  - the employer will not be obligated to provide return passage for the employee in such circumstances.
- (ii) The provisions of clause 17.3(g)(i) will likewise apply to an employee who returns to their place of employment following an absence on account of accumulated and/or annual leave.
- (iii) The time spent in travelling between the place of engagement and the place at which the dredge is working and the agreed home port of the employee is to be paid for at the ordinary rate for the time so occupied, with a maximum payment of ~~eight-8~~ hours in any 24 hours.
- (iv) The employee is entitled to reimbursement of taxi fares reasonably incurred up to a maximum of **\$140.88**, subject to the production of receipts, for travel between the transport terminal at the employee's home port and their home on each of the forward and return journeys. Where

an employee's residence is in other than their home port, the payment will be limited to the journey between the home port transport terminal and any other public transport terminal necessary for further travel to their place of residence.

See Schedule B—Summary of Monetary Allowances for a summary of monetary allowances

## 18. Superannuation

### 18.1 Superannuation contributions for defined benefit members

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

## Part 5—Overtime and Penalty Rates

## 19. Overtime

A Full Bench has been constituted in [AM2017/51](#) to deal with the issue of overtime for casuals.

### 19.1 Overtime

Employees will be entitled to be paid **200%** of the ordinary hourly rate of pay for any time worked outside of ordinary hours on a Monday to Sunday, except for public holidays.

## 20. Penalty rates

Clause 20 amended in accordance with [\[2019\] FWCFB 5409](#) at [141] to [145].

### 20.1 Public holidays

An employee will be paid **250%** of the ordinary hourly rate of pay for any hours, ordinary and overtime, worked on a public holiday with a minimum payment for ~~four~~ **4** hours' work.

### 20.2 Shiftwork ~~penalties loading~~

- (a) A shiftwork loading of **30%** of the ordinary hourly rate is payable to an employee working shiftwork and which shift commences at or after 6.00 pm on any Monday to Friday inclusive.
- (b) If a ~~three~~-**3** shift per day system is worked, an additional shiftwork loading of **15%** of the ordinary hourly rate is payable in respect of the afternoon and night shifts.

## Part 6—Leave and Public Holidays

### 21. Annual leave

21.1 Annual leave is provided for in the [NES](#).

#### 21.2 Annual leave in advance

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

NOTE: An example of the type of agreement required by clause 21.2 is set out at Schedule C—Agreement to Take Annual Leave in Advance. There is no requirement to use the form of agreement set out at Schedule C—Agreement to Take Annual Leave in Advance.

- (c) The employer must keep a copy of any agreement under clause 21.2 as an employee record.
- (d) If, on the termination of the employee's employment, the employee has not accrued an entitlement to all of a period of paid annual leave already taken in accordance with an agreement under clause 21.2, the employer may deduct from any money due to the employee on termination an amount equal to the amount that was paid to the employee in respect of any part of the period of annual leave taken in advance to which an entitlement has not been accrued.

#### 21.3 Cashing out of annual leave

- (a) Paid annual leave must not be cashed out except in accordance with an agreement under clause 21.3.
- (b) Each cashing out of a particular amount of paid annual leave must be the subject of a separate agreement under clause 21.3.
- (c) An employer and an employee may agree in writing to the cashing out of a particular amount of accrued paid annual leave by the employee.
- (d) An agreement under clause 21.3 must state:
  - (i) the amount of leave to be cashed out and the payment to be made to the employee for it; and
  - (ii) the date on which the payment is to be made.

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- (e) An agreement under clause 21.3 must be signed by the employer and employee and, if the employee is under 18 years of age, by the employee's parent or guardian.
- (f) The payment must not be less than the amount that would have been payable had the employee taken the leave at the time the payment is made.
- (g) An agreement must not result in the employee's remaining accrued entitlement to paid annual leave being less than 4 weeks.
- (h) The maximum amount of accrued paid annual leave that may be cashed out in any period of 12 months is 2 weeks.
- (i) The employer must keep a copy of any agreement under clause 21.3 as an employee record.

NOTE 1: Under the [Act](#), an employer must not exert undue influence or undue pressure on an employee to make, or not make, an agreement under clause 21.3.

NOTE 2: Under section 345(1) of the [Act](#), a person must not knowingly or recklessly make a false or misleading representation about the workplace rights of another person under clause 21.3.

NOTE 3: An example of the type of agreement required by clause 21.3 is set out at Schedule D—Agreement to Cash Out Annual Leave. There is no requirement to use the form of agreement set out at Schedule D—Agreement to Cash Out Annual Leave.

**21.4 Excessive leave accruals: general provision**

NOTE: Clauses 21.4 to 21.6 contain provisions, additional to the [NES](#), about the taking of paid annual leave as a way of dealing with the accrual of excessive paid annual leave. See Part 2.2, Division 6 of the [Act](#).

- (a) An employee has an **excessive leave accrual** if the employee has accrued more than 8 weeks' paid annual leave.
- (b) If an employee has an excessive leave accrual, the employer or the employee may seek to confer with the other and genuinely try to reach agreement on how to reduce or eliminate the excessive leave accrual.
- (c) Clause 21.5 sets out how an employer may direct an employee who has an excessive leave accrual to take paid annual leave.
- (d) Clause 21.6 sets out how an employee who has an excessive leave accrual may require an employer to grant paid annual leave requested by the employee.

**21.5 Excessive leave accruals: direction by employer that leave be taken**

- (a) If an employer has genuinely tried to reach agreement with an employee under clause 21.4(b) but agreement is not reached (including because the employee refuses to confer), the employer may direct the employee in writing to take one or more periods of paid annual leave.

- (b) However, a direction by the employer under ~~paragraph-clause~~ 21.5(a):
- (i) is of no effect if it would result at any time in the employee’s remaining accrued entitlement to paid annual leave being less than 6 weeks when any other paid annual leave arrangements (whether made under clause 21.4, 21.5 or 21.6 or otherwise agreed by the employer and employee) are taken into account; and
  - (ii) must not require the employee to take any period of paid annual leave of less than one week; and
  - (iii) must not require the employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the direction is given; and
  - (iv) must not be inconsistent with any leave arrangement agreed by the employer and employee.
- (c) The employee must take paid annual leave in accordance with a direction under ~~paragraph-clause~~ 21.5(a) that is in effect.
- (d) An employee to whom a direction has been given under ~~paragraph-clause~~ 21.5(a) may request to take a period of paid annual leave as if the direction had not been given.

NOTE 1: Paid annual leave arising from a request mentioned in ~~paragraph-clause~~ 21.5(d) may result in the direction ceasing to have effect. See clause 21.5(b)(i).

NOTE 2: Under section 88(2) of the [Act](#), the employer must not unreasonably refuse to agree to a request by the employee to take paid annual leave.

## 21.6 Excessive leave accruals: request by employee for leave

~~(a)~~ Clause 21.6 comes into operation from 20 December 2017.

~~(b)~~(a) If an employee has genuinely tried to reach agreement with an employer under clause 21.4(b) but agreement is not reached (including because the employer refuses to confer), the employee may give a written notice to the employer requesting to take one or more periods of paid annual leave.

~~(e)~~(b) However, an employee may only give a notice to the employer under ~~paragraph-clause~~ 21.6(a) if:

- (i) the employee has had an excessive leave accrual for more than 6 months at the time of giving the notice; and
- (ii) the employee has not been given a direction under clause 21.5(a) that, when any other paid annual leave arrangements (whether made under clause 21.4, 21.5 or 21.6 or otherwise agreed by the employer and employee) are taken into account, would eliminate the employee’s excessive leave accrual.

~~(d)~~(c) A notice given by an employee under ~~paragraph-clause~~ 21.6(a) must not:



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- (i) if granted, result in the employee's remaining accrued entitlement to paid annual leave being at any time less than 6 weeks when any other paid annual leave arrangements (whether made under clause 21.4, 21.5 or 21.6 or otherwise agreed by the employer and employee) are taken into account; or
- (ii) provide for the employee to take any period of paid annual leave of less than one week; or
- (iii) provide for the employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the notice is given; or
- (iv) be inconsistent with any leave arrangement agreed by the employer and employee.

~~(d)~~ An employee is not entitled to request by a notice under ~~paragraph clause~~ 21.6(a) more than 4 weeks' paid annual leave in any period of 12 months.

~~(e)~~ The employer must grant paid annual leave requested by a notice under ~~paragraph clause~~ 21.6(a).

## 22. Personal/carer's leave and compassionate leave

Personal/carer's leave and compassionate leave are provided for in the [NES](#).

## 23. Parental leave and related entitlements

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

## 24. Community service leave

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

## 25. Unpaid family and domestic violence leave

Clause 25 inserted in accordance with [\[2019\] FWCFB 5144](#) at [13].

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

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

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

## 26. Public holidays

26.1 Public holiday entitlements are provided for in the [NES](#).

### 26.2 Payment for work on a public holiday

- (a) An employee will be paid at the rate of **250%** of their ordinary hourly rate, with a minimum payment of ~~four~~4 hours when required to work on a public holiday.
- (b) Where a 12 hour shift or period of duty is commenced on a public holiday the payment of **250%** will be discharged by the actual payment of the first ~~eight~~8 hours at ordinary time and the remaining hours at **200%** of the ordinary hourly rate plus the accumulation of 0.35 of a week's leave.

### 26.3 Part-day public holidays

For provisions in relation to part-day public holidays, see Schedule E—Part-day Public Holidays.

## Part 7—Consultation and Dispute Resolution

### 27. **Consultation about major workplace change**

Clause 27 substituted in accordance with [\[2019\]FWCFB 5409](#) and [PR712680](#).

27.1 If an employer makes a definite decision to make major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the employer must:

- (a) give notice of the changes to all employees who may be affected by them and their representatives (if any); and
- (b) discuss with affected employees and their representatives (if any):
  - (i) the introduction of the changes; and
  - (ii) their likely effect on employees; and
  - (iii) measures to avoid or reduce the adverse effects of the changes on employees; and
- (c) commence discussions as soon as practicable after a definite decision has been made.

27.2 For the purposes of the discussion under clause 27.1(b), the employer must give in writing to the affected employees and their representatives (if any) all relevant information about the changes including:

- (a) their nature; and
- (b) their expected effect on employees; and

(c) any other matters likely to affect employees.

27.3 Clause 27.2 does not require an employer to disclose any confidential information if its disclosure would be contrary to the employer's interests.

27.4 The employer must promptly consider any matters raised by the employees or their representatives about the changes in the course of the discussion under clause 27.1(b).

27.5 In clause 27 **significant effects**, on employees, includes any of the following:

(a) termination of employment; or

(b) major changes in the composition, operation or size of the employer's workforce or in the skills required; or

(c) loss of, or reduction in, job or promotion opportunities; or

(d) loss of, or reduction in, job tenure; or

(e) alteration of hours of work; or

(f) the need for employees to be retrained or transferred to other work or locations; or

(g) job restructuring.

27.6 Where this award makes provision for alteration of any of the matters defined at clause 27.5, such alteration is taken not to have significant effect.

## **28. Consultation about changes to rosters or hours of work**

Clause 28 inserted in accordance with [\[2019\] FWCFCB 6572](#) and [PR712680](#).

28.1 Clause 28 applies if an employer proposes to change the regular roster or ordinary hours of work of an employee, other than an employee whose working hours are irregular, sporadic or unpredictable.

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

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

(a) provide to the employees and representatives mentioned in clause 28.2 information about the proposed change (for example, information about the nature of the change and when it is to begin); and

(b) invite the employees to give their views about the impact of the proposed change on them (including any impact on their family or caring responsibilities) and also invite their representative (if any) to give their views about that impact.

28.4 The employer must consider any views given under clause 28.3(b).

28.5 Clause 28 is to be read in conjunction with any other provisions of this award concerning the scheduling of work or the giving of notice.

**29. Dispute resolution**

Clause 29 substituted in accordance with [\[2019\] FWCFB 6572](#) and [PR712680](#).

29.1 Clause 29 sets out the procedures to be followed if a dispute arises about a matter under this award or in relation to the NES.

29.2 The parties to the dispute must first try to resolve the dispute at the workplace through discussion between the employee or employees concerned and the relevant supervisor.

29.3 If the dispute is not resolved through discussion as mentioned in clause 29.2, the parties to the dispute must then try to resolve it in a timely manner at the workplace through discussion between the employee or employees concerned and more senior levels of management, as appropriate.

29.4 If the dispute is unable to be resolved at the workplace and all appropriate steps have been taken under clauses 29.2 and 29.3, a party to the dispute may refer it to the Fair Work Commission.

29.5 The parties may agree on the process to be followed by the Fair Work Commission in dealing with the dispute, including mediation, conciliation and consent arbitration.

29.6 If the dispute remains unresolved, the Fair Work Commission may use any method of dispute resolution that it is permitted by the Act to use and that it considers appropriate for resolving the dispute.

29.7 A party to the dispute may appoint a person, organisation or association to support and/or represent them in any discussion or process under clause 29.

29.8 While procedures are being followed under clause 29 in relation to a dispute:

(a) work must continue in accordance with this award and the Act; and

(b) an employee must not unreasonably fail to comply with any direction given by the employer about performing work, whether at the same or another workplace, that is safe and appropriate for the employee to perform.

29.9 Clause 29.8 is subject to any applicable work health and safety legislation.

## Part 8—Termination of Employment and Redundancy

### 30. **Termination of employment**

Clause 30 substituted in accordance with [\[2019\] FWCFB 6572](#) and [PR712680](#).

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

#### **30.1 Notice of termination by an employee**

- (a) Clause 30.1 applies to all employees except those identified in sections 123(1) and 123(3) of the Act.
- (b) An employee must give the employer notice of termination in accordance with **Table 1—Period of notice** of at least the period specified in column 2 according to the period of continuous service of the employee specified in column 1.

**Table 1—Period of notice**

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

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

- (c) In clause 30.1(b) **continuous service** has the same meaning as in section 117 of the Act.
- (d) If an employee who is at least 18 years old does not give the period of notice required under clause 30.1(b), then the employer may deduct from wages due to the employee under this award an amount that is no more than one week's wages for the employee.
- (e) If the employer has agreed to a shorter period of notice than that required under clause 30.1(b), then no deduction can be made under clause 30.1(d).
- (f) Any deduction made under clause 30.1(d) must not be unreasonable in the circumstances.

**30.2 Job search entitlement**

- (a) Where an employer has given notice of termination to an employee, the employee must be allowed time off without loss of pay of up to one day for the purpose of seeking other employment.
- (b) The time off under clause 30.2 is to be taken at times that are convenient to the employee after consultation with the employer.

**30.3 Return to place of engagement**

If the employment of any employee is terminated by the employer elsewhere than at the place of engagement, for any reason other than misconduct, the employer will be responsible for conveying the employee to the place of engagement.

**31. Redundancy**

- 31.1 The redundancy arrangements in this award are an industry-specific redundancy scheme and, as such, Subdivision B of Division 11 of the [NES](#) does not apply.
- 31.2 ~~This e~~Clause 31 applies to employees other than casual employees who remain in employment until the completion of a dredging contract unless transferred by the employer.
- 31.3 At the completion of each contract an employee becomes entitled to a period of redundancy pay. Such payment is to be calculated on the employee's service during the period of dredging work on a contract.
- 31.4 Payment is to be made only on the termination of employment.
- 31.5 The payment is to be at the rate of ~~three~~ 3 weeks' pay for each year of continuous service or pro rata calculated on completed months of service. Such payment is to be paid at the relevant rate prescribed in clause 15—Minimum rates.

**Schedule A—Summary of Hourly Rates of Pay**

Monetary amounts adjusted as a result of AWR 2019 – changes not tracked.  
 NOTE at the beginning of Schedule A deleted in accordance with [2019] FWCFB 7173 at [23].

~~NOTE: Employers who meet their obligations under this schedule are meeting their obligations under the award.~~

**A.1.1 Ordinary hourly rate** is the minimum hourly rate of pay for an employee plus any allowance payable for all purposes to which the employee is entitled. Where an allowance is payable for all purposes in accordance with clause 17.2(a), this forms part of the employee’s ordinary hourly rate and must be added to the minimum hourly rate prior to calculating penalties and overtime.

**A.1.2** The rates in the tables below are based on the **minimum hourly rates** in accordance with clause 15—Minimum rates. Consistent with clause A.1.1, all-purpose allowances need to be added to the rates in the table where they are applicable.

**A.2 Full-time and part-time employees**

**A.2.1 Full-time and part-time employees engaged on a non-propelled dredge—ordinary and penalty rates**

	Ordinary hours	Night shift <sup>1</sup>	Afternoon or night shift <sup>2</sup>	Public holidays
		% ordinary hourly rate <sup>3</sup>		
		130%	115%	250%
	\$	\$	\$	\$
Chief engineer	25.85	33.61	29.73	64.63
Chief operator	25.85	33.61	29.73	64.63
First engineer	25.33	32.93	29.13	63.33
First operator	25.33	32.93	29.13	63.33
Drilling technician	24.64	32.03	28.34	61.60
Engineer	24.15	31.40	27.77	60.38
Mechanical attendant	24.15	31.40	27.77	60.38
Crane operator/mechanical	23.93	31.11	27.52	59.83
Electrician	23.86	31.02	27.44	59.65
Leading driller	23.69	30.80	27.24	59.23
Second engineer	23.17	30.12	26.65	57.93
Second operator	23.17	30.12	26.65	57.93

**Commented [FWC1]:** Weekly rate ÷ 38 in cl 15.1 + any applicable all-purpose allowance payable in cl 17.2(b) ÷ 38.  
 Rates in table **do not** include the all-purpose dual certificate allowance in cl 17.2(b).  
**Commented [FWC2]:** Relevant percentage in cl 20.2.  
**Commented [FWC3]:** Relevant percentage in cl 20.1.

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	Ordinary hours	Night shift <sup>1</sup>	Afternoon or night shift <sup>2</sup>	Public holidays
		% ordinary hourly rate <sup>3</sup>		
		130%	115%	250%
	\$	\$	\$	\$
Leading hand (reclamation)	23.17	30.12	26.65	57.93
Driller	22.55	29.32	25.93	56.38
Third engineer	22.14	28.78	25.46	55.35
Dredgehand	21.78	28.31	25.05	54.45
Greaser	21.78	28.31	25.05	54.45
Assistant driller	21.78	28.31	25.05	54.45
Crew attendant	21.78	28.31	25.05	54.45

**Commented [FWC1]:** Weekly rate ÷ 38 in cl 15.1 + any applicable all-purpose allowance payable in cl 17.2(b) ÷ 38.

Rates in table **do not** include the all-purpose dual certificate allowance in cl 17.2(b).

**Commented [FWC2]:** Relevant percentage in cl 20.2.

**Commented [FWC3]:** Relevant percentage in cl 20.1.

<sup>1</sup> **Night shift** is a shift that commences at or after 6.00 pm Monday to Friday inclusive.

<sup>2</sup> **Afternoon or night shift** rate applies if a ~~three~~-3 shift per day system is worked.

<sup>3</sup> Rates in table are calculated based on the minimum hourly rate, see clauses A.1.1 and A.1.2.

**A.2.2 Full-time and part-time employees engaged on a non-propelled dredge—overtime rates**

	Monday to Sunday	Public holidays
	% ordinary hourly rate <sup>1</sup>	
	200%	250%
	\$	\$
Chief engineer	51.70	64.63
Chief operator	51.70	64.63
First engineer	50.66	63.33
First operator	50.66	63.33
Drilling technician	49.28	61.60
Engineer	48.30	60.38
Mechanical attendant	48.30	60.38
Crane operator/mechanical	47.86	59.83
Electrician	47.72	59.65

**Commented [FWC4]:** Weekly rate ÷ 38 in cl 15.1 + any applicable all-purpose allowance payable in cl 17.2(b) ÷ 38.

Rates in table **do not** include the all-purpose dual certificate allowance in cl 17.2(b).

**Commented [FWC5]:** Relevant percentage in cl 19.1.

**Commented [FWC6]:** Relevant percentage in cl 20.1.



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	Monday to Sunday	Public holidays
	% ordinary hourly rate <sup>1</sup>	
	200%	250%
	\$	\$
Leading driller	47.38	59.23
Second engineer	46.34	57.93
Second operator	46.34	57.93
Leading hand (reclamation)	46.34	57.93
Driller	45.10	56.38
Third engineer	44.28	55.35
Dredgehand	43.56	54.45
Greaser	43.56	54.45
Assistant driller	43.56	54.45
Crew attendant	43.56	54.45

<sup>1</sup> Rates in table are calculated based on the minimum hourly rate, see clauses A.1.1 and A.1.2.

**A.2.3 Full-time and part-time employees engaged on a dredge other than a non-propelled dredge that is not fully operational—ordinary and penalty rates**

	Ordinary hours	Night shift <sup>1</sup>	Afternoon or night shift <sup>2</sup>	Public holidays
	% ordinary hourly rate <sup>3</sup>			
		130%	115%	250%
	\$	\$	\$	\$
Trailer Master	27.48	35.72	31.60	68.70
Chief Engineer	27.48	35.72	31.60	68.70
Trailer Shift Master	26.71	34.72	30.72	66.78
Tug Master W.H. Reliance or equivalent	26.71	34.72	30.72	66.78
First Engineer	26.71	34.72	30.72	66.78
Electrical Engineer Humber River or equivalent	26.71	34.72	30.72	66.78

**Commented [FWC4]:** Weekly rate ÷ 38 in cl 15.1 + any applicable all-purpose allowance payable in cl 17.2(b) ÷ 38.

Rates in table **do not** include the all-purpose dual certificate allowance in cl 17.2(b).

**Commented [FWC5]:** Relevant percentage in cl 19.1.

**Commented [FWC6]:** Relevant percentage in cl 20.1.

**Commented [FWC7]:** Weekly rate ÷ 38 in cl 15.2 + any applicable all-purpose allowance payable in cl 17.2(b) ÷ 38.

Rates in table **do not** include the all-purpose dual certificate allowance in cl 17.2(b).

**Commented [FWC8]:** Relevant percentage in cl 20.2(b).

**Commented [FWC9]:** Relevant percentage in cl 20.1

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	Ordinary hours	Night shift <sup>1</sup>	Afternoon or night shift <sup>2</sup>	Public holidays
	% ordinary hourly rate <sup>3</sup>			
		130%	115%	250%
	\$	\$	\$	\$
Trailer Mate	24.56	31.93	28.24	61.40
Tug Master, Tug Engineer	24.56	31.93	28.24	61.40
Second Engineer, Electrical Engineer	24.56	31.93	28.24	61.40
Pump Operator, Welder, Deckhand/Welder, Dredgehand/Welder	24.56	31.93	28.24	61.40
Bosun/Driller	24.56	31.93	28.24	61.40
Launch Driver	23.80	30.94	27.37	59.50
Assistant Pump Operator	23.33	30.33	26.83	58.33
Driller, Deckhand/Driller	23.33	30.33	26.83	58.33
Bosun	23.33	30.33	26.83	58.33
Chief Cook	23.33	30.33	26.83	58.33
Deckhand, Assistant Driller	22.76	29.59	26.17	56.90
Able Seaman, Deckhand, Dredgehand, Greaser, Firefighter, Motorman	22.76	29.59	26.17	56.90
Crew Attendant	22.76	29.59	26.17	56.90
Second Cook	22.76	29.59	26.17	56.90

**Commented [FWC7]:** Weekly rate ÷ 38 in cl 15.2 + any applicable all-purpose allowance payable in cl 17.2(b) ÷ 38.

Rates in table **do not** include the all-purpose dual certificate allowance in cl 17.2(b).

**Commented [FWC8]:** Relevant percentage in cl 20.2(b).

**Commented [FWC9]:** Relevant percentage in cl 20.1

<sup>1</sup> **Night shift** is a shift that commences at or after 6.00 pm Monday to Friday inclusive

<sup>2</sup> **Afternoon or night shift** rate applies if a ~~three~~3 shift per day system is worked.

<sup>3</sup> Rates in table are calculated based on the minimum hourly rate, see clauses A.1.1 and A.1.2.

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**A.2.4 Full-time and part-time employees engaged on a dredge other than a non-propelled dredge that is not fully operational—overtime rates**

	Monday to Sunday	Public holidays
	% ordinary hourly rate <sup>1</sup>	
	200%	250%
	\$	\$
Trailer Master	54.96	68.70
Chief Engineer	54.96	68.70
Trailer Shift Master	53.42	66.78
Tug Master W.H. Reliance or equivalent	53.42	66.78
First Engineer	53.42	66.78
Electrical Engineer Humber River or equivalent	53.42	66.78
Trailer Mate	49.12	61.40
Tug Master, Tug Engineer	49.12	61.40
Second Engineer, Electrical Engineer	49.12	61.40
Pump Operator, Welder, Deckhand/Welder, Dredgehand/Welder	49.12	61.40
Bosun/Driller	49.12	61.40
Launch Driver	47.60	59.50
Assistant Pump Operator	46.66	58.33
Driller, Deckhand/Driller	46.66	58.33
Bosun	46.66	58.33
Chief Cook	46.66	58.33
Deckhand, Assistant Driller	45.52	56.90
Able Seaman, Deckhand, Dredgehand, Greaser, Firefighter, Motorman	45.52	56.90
Crew Attendant	45.52	56.90

**Commented [FWC10]:** Weekly rate ÷ 38 in cl 15.2 + any applicable all-purpose allowance payable in cl 17.2(b) ÷ 38.

Rates in table **do not** include the all-purpose dual certificate allowance in cl 17.2(b).

**Commented [FWC11]:** Relevant percentage in cl 19.1.

**Commented [FWC12]:** Relevant percentage in cl 20.1.

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	Monday to Sunday	Public holidays
	% ordinary hourly rate <sup>1</sup>	
	200%	250%
	\$	\$
Second Cook	45.52	56.90

**Commented [FWC10]:** Weekly rate ÷ 38 in cl 15.2 + any applicable all-purpose allowance payable in cl 17.2(b) ÷ 38.

Rates in table do not include the all-purpose dual certificate allowance in cl 17.2(b).

**Commented [FWC11]:** Relevant percentage in cl 19.1.

**Commented [FWC12]:** Relevant percentage in cl 20.1.

<sup>1</sup> Rates in table are calculated based on the minimum hourly rate, see clauses A.1.1 and A.1.2.

### A.3 Casual employees

A Full Bench has been constituted in [AM2017/51](#) to deal with the issue of overtime for casuals.

#### A.3.1 Casual employees on a non-propelled dredge—ordinary rates

	Ordinary hours
	125% ordinary hourly rate
	\$
Chief engineer	32.31
Chief operator	32.31
First engineer	31.66
First operator	31.66
Drilling technician	30.80
Engineer	30.19
Mechanical attendant	30.19
Crane operator/mechanical	29.91
Electrician	29.83
Leading driller	29.61
Second engineer	28.96
Second operator	28.96
Leading hand (reclamation)	28.96
Driller	28.19
Third engineer	27.68
Dredgehand	27.23

**Commented [FWC13]:** Weekly rate ÷ 38 in cl 15.1 + any applicable all-purpose allowance payable in cl 17.2(b) ÷ 38 + 25% casual loading in cl 11.2(a).

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	Ordinary hours
	125% ordinary hourly rate
	\$
Greaser	27.23
Assistant driller	27.23
Crew attendant	27.23

**Commented [FWC13]:** Weekly rate ÷ 38 in cl 15.1 + any applicable all-purpose allowance payable in cl 17.2(b) ÷ 38 + 25% casual loading in cl 11.2(a).

**A.3.2 Casual employees engaged on a dredge other than a non-propelled dredge that is not fully operational—ordinary rates**

	Ordinary hours
	125% ordinary hourly rate
	\$
Trailer Master	34.35
Chief Engineer	34.35
Trailer Shift Master	33.39
Tug Master W.H. Reliance or equivalent	33.39
First Engineer	33.39
Electrical Engineer Humber River or equivalent	33.39
Trailer Mate	30.70
Tug Master, Tug Engineer	30.70
Second Engineer, Electrical Engineer	30.70
Pump Operator, Welder, Deckhand/Welder, Dredgehand/Welder	30.70
Bosun/Driller	30.70
Launch Driver	29.75
Assistant Pump Operator	29.16
Driller, Deckhand/Driller	29.16
Bosun	29.16
Chief Cook	29.16
Deckhand, Assistant Driller	28.45

**Commented [FWC14]:** Weekly rate ÷ 38 in cl 15.2 + any applicable all-purpose allowance payable in cl 17.2(b) ÷ 38 + 25% casual loading in cl 11.2(a).

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	Ordinary hours
	125% ordinary hourly rate
	\$
Able Seaman, Deckhand, Dredgehand, Greaser, Firefighter, Motorman	28.45
Crew Attendant	28.45
Second Cook	28.45

**Commented [FWC14]:** Weekly rate ÷ 38 in cl 15.2 + any applicable all-purpose allowance payable in cl 17.2(b) ÷ 38 + 25% casual loading in cl 11.2(a).

**A.3.3 Casual dayworkers engaged on a dredge other than a non-propelled dredge that is fully operational—ordinary hours**

	Ordinary hours
	125% aggregated hourly rate
	\$
Trailer Master	34.81
Chief Engineer	34.81
Trailer Shift Master	33.86
Tug Master W.H. Reliance or equivalent	33.86
First Engineer	33.86
Electrical Engineer Humber River or equivalent	33.86
Trailer Mate	31.21
Tug Master, Tug Engineer	31.21
Second Engineer, Electrical Engineer	31.21
Pump Operator, Welder, Deckhand/Welder, Dredgehand/Welder	31.21
Bosun/Driller	31.21
Launch Driver	30.26
Assistant Pump Operator	29.69
Driller, Deckhand/Driller	29.69
Bosun	29.69
Chief Cook	29.69
Deckhand, Assistant Driller	28.98

**Commented [FWC15]:** Aggregated hourly rate determined using [MUA methodology](#):

**Weekly aggregated wage**  
= ((26 x [(2,8737 x weekly rate in cl 15.2) + dredging industry allowance of \$111.92] + (26 x weekly rate in cl 15.2 x 1.5)) ÷ by 52.

**Hourly aggregate wage**  
= Weekly aggregated wage ÷ 84.

**Casual dayworker hourly rate**  
= Hourly aggregated wage + 25% casual loading in cl 11.2.

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	Ordinary hours
	125% aggregated hourly rate
	\$
Able Seaman, Deckhand, Dredgehand, Greaser, Firefighter, Motorman	28.98
Crew Attendant	28.98
Second Cook	28.98

**Commented [FWC15]:** Aggregated hourly rate determined using [MUA methodology](#):

**Weekly aggregated wage**  
 = ((26 x [(2.8737 x weekly rate in cl 15.2) + dredging industry allowance of \$111.92] + (26 x weekly rate in cl 15.2 x 1.5)) ÷ by 52.

**Hourly aggregate wage**  
 = Weekly aggregated wage ÷ 84.

**Casual dayworker hourly rate**  
 = Hourly aggregated wage + 25% casual loading in cl 11.2.

**A.3.4 Casual shiftworkers engaged on a dredge other than a non-propelled dredge that is fully operational—ordinary hours**

	Ordinary hours
	125% aggregated hourly rate
	\$
Trailer master	37.03
Chief engineer	37.03
Trailer Shift Master	36.03
Tug Master W.H. Reliance or equivalent	36.03
First Engineer	36.03
Electrical Engineer Humber River or equivalent	36.03
Trailer Mate	33.20
Tug Master, Tug Engineer	33.20
Second Engineer, Electrical Engineer	33.20
Pump Operator, Welder, Deckhand/Welder, Dredgehand/Welder	33.20
Bosun/Driller	33.20
Launch Driver	32.20
Assistant Pump Operator	31.58
Driller, Deckhand/Driller	31.58
Bosun	31.58
Chief Cook	31.58
Deckhand, Assistant Driller	30.83

**Commented [FWC16]:** Aggregated hourly rate determined using [MUA methodology](#):

**Weekly aggregated wage**  
 = ((26 x [(2.8185 x weekly rate in cl 15.2) + dredging industry allowance of \$111.92] + (26 x weekly rate in cl 15.2 x 1.5)) ÷ by 52.

**Hourly aggregate wage**  
 = Weekly aggregated wage ÷ 78

**Casual dayworker hourly rate**  
 = Hourly aggregated wage + 25% casual loading in cl 11.2.

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	Ordinary hours
	125% aggregated hourly rate
	\$
Able Seaman, Deckhand, Dredgehand, Greaser, Firefighter, Motorman	30.83
Crew Attendant	30.83
Second Cook	30.83

**Commented [FWC16]:** Aggregated hourly rate determined using [MUA methodology](#):

**Weekly aggregated wage**  
 =  $(26 \times [(2.8185 \times \text{weekly rate in cl 15.2}) + \text{dredging industry allowance of } \$111.92] + (26 \times \text{weekly rate in cl 15.2} \times 1.5)) \div \text{by } 52.$

**Hourly aggregate wage**  
 =  $\text{Weekly aggregated wage} \div 78$

**Casual dayworker hourly rate**  
 =  $\text{Hourly aggregated wage} + 25\% \text{ casual loading in cl 11.2.}$

DRAFT



## Schedule B—Summary of Monetary Allowances

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

Administrative change made by the Modern Awards Team to Schedule B.1.1.

See clause 17—Allowances for full details of allowances payable under this award.

### B.1 Wage-related allowances

**B.1.1** The wage-related allowances in this award are based on the [standard rate](#) as defined in clause ~~Schedule—G2—Definitions~~ as the minimum weekly rate for the classification of Able Seaman in clause 15.2= **\$864.90**.

Allowance	Clause	% of weekly standard rate <del>\$839.70</del>	\$ per week unless stated otherwise	Payable
Dual certificate allowance—vessel—not fully operational <sup>*1</sup>	17.2(b)(i)	3.63	31.40	<u>per week</u>
Dual certificate allowance—fully operational vessel <sup>*1</sup>	17.2(b)(ii)	7.72	66.77	<u>per week</u>
<del>Dual certificate allowance—</del> eConfined areas allowance <sup>*1</sup>	17.2(c)	0.16	1.38	<u>per hour</u>
<del>Dual certificate allowance—h</del> Hard-lying allowance <sup>*1</sup>	17.2(d)	3.08	26.64	<u>per week</u>
Shipkeeping allowance—when vessel is not fully operational—remote areas	17.2(e)(ii)	29.36	253.93	<u>per week</u>
Shipkeeping allowance—when vessel is not fully operational—less remote areas	17.2(e)(ii)	19.53	168.91	<u>per week</u>
Shipkeeping allowance—when vessel is not fully operational—major ports	17.2(e)(ii)	12.94	111.92	<u>per week</u>
Shipkeeping allowance—when vessel is fully operational—remote areas	17.2(e)(iii)	16.42	142.02	<u>per week</u>
Shipkeeping allowance—when vessel is fully operational—less remote areas	17.2(e)(iii)	6.57	56.82	<u>per week</u>
<del>Shipkeeping allowance—when vessel is fully operational—r</del> Radar observer’s allowance	17.2(f)(i)	3.63	31.40	<u>per week</u>
<del>Shipkeeping allowance—when vessel is fully operational—</del>	17.2(g)(i)	3.63	31.40	<u>per week</u>

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Allowance	Clause	% of weekly standard rate <del>\$839.70</del>	\$ per week unless stated otherwise	Payable
<del>F</del> irefighting certificate allowance				
<del>S</del> hipkeeping allowance—when vessel is fully operational— <del>a</del> Additional allowance—chief cook who orders stores and issues linen	17.2(h)(i)	7.19	62.19	<u>per week</u>
<del>S</del> hipkeeping allowance—when vessel is fully operational— <del>a</del> Additional allowance—second cook performing cleaning duties outside galley and storerooms	17.2(h)(ii)	5.13	44.37	<u>per week</u>
<del>S</del> hipkeeping allowance—when vessel is fully operational— <del>v</del> Vessels proceeding from port to port allowance	17.2(j)(i)	14.17	122.56 <del>per day or part thereof</del>	<u>per day or part thereof</u>

<sup>1</sup> This allowance applies for all purposes.

**B.1.2 Adjustment of wage-related allowances**

Wage-related allowances are adjusted in accordance with increases to wages and are based on a percentage of the [standard rate](#) as specified.

**B.2 Expense-related allowances**

Administrative change made by the Modern Awards Team to Schedule B.2.1.

**B.2.1** The following expense-related allowances will be payable to employees in accordance with clause 17.3:

Allowance	Clause	\$	Payable
Meal allowance—more than 1.5 hours’ overtime—vessels proceeding from port to port—personal accident policy	17.2(j)(iii)	<del>To the value of 165,980</del>	<u>to the value of</u>
Meal allowance—more than 1.5 hours’ overtime—second/subsequent meal	17.3(a)(ii)	50.51	<u>per occasion</u>
Protective and industrial clothing allowance	17.3(b)	24.50	per week
Accommodation allowance—living away from agreed home port—per week OR	17.3(d)(ii)	442.22 <del>per week</del>	<u>per week</u>

**Commented [FWC17]:** Could this be for each meal according to clause 17.3(a)(ii)

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Allowance	Clause	\$	Payable
Meal allowance—more than 1.5 hours' overtime—vessels proceeding from port to port—personal accident policy	17.2(j)(iii)	<del>To the value of</del> 165,980	<u>to the value of</u>
Accommodation allowance—living away from agreed home port—per night	17.3(d)(iii)	166.16 <del>per night</del>	<u>per night</u>
Victualling allowance— <del>per week</del> OR	17.3(e)(i)	442.22 <del>per week</del>	<u>per week</u>
Victualling allowance—breakfast	17.3(e)(ii)	26.05 <del>per day</del>	<u>per day</u>
Victualling allowance—lunch	17.3(e)(ii)	32.56 <del>per day</del>	<u>per day</u>
Victualling allowance—dinner	17.3(e)(ii)	50.51 <del>per day</del>	<u>per day</u>
Travelling—local—excess fares	17.3(f)(iii)	14.43 <del>per day</del>	<u>per day</u>
Travelling—other than local—reimbursement of taxi fares— <u>up to a</u> maximum	17.3(g)(iv)	<del>Up to</del> 140.88 <del>each way per journey</del>	<u>each way per journey</u>

Commented [FWC18]: Removed '-per week'

**B.2.2 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:

Allowance	Applicable Consumer Price Index figure
Protective and industrial clothing	Clothing and footwear group
Meal allowance	Take away and fast foods sub-group
Victualling and accommodation allowance	Domestic holiday travel and accommodation sub-group
Personal accident policy	All groups
Fares	Urban transport fares sub-group

**Schedule C—Agreement to Take Annual Leave in Advance**

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

Name of employee: \_\_\_\_\_

Name of employer: \_\_\_\_\_

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

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

The leave in advance will commence on: \_\_\_\_/\_\_\_\_/20\_\_\_\_

Signature of employee: \_\_\_\_\_

Date signed: \_\_\_\_/\_\_\_\_/20\_\_\_\_

Name of employer representative: \_\_\_\_\_

Signature of employer representative: \_\_\_\_\_

Date signed: \_\_\_\_/\_\_\_\_/20\_\_\_\_

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

**I agree that:**

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

Name of parent/guardian: \_\_\_\_\_

Signature of parent/guardian: \_\_\_\_\_

Date signed: \_\_\_\_/\_\_\_\_/20\_\_\_\_

**Schedule D—Agreement to Cash Out Annual Leave**

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

Name of employee: \_\_\_\_\_

Name of employer: \_\_\_\_\_

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

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

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

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

Signature of employee: \_\_\_\_\_

Date signed: \_\_\_\_/\_\_\_\_/20\_\_

Name of employer representative: \_\_\_\_\_

Signature of employer representative: \_\_\_\_\_

Date signed: \_\_\_\_/\_\_\_\_/20\_\_

*Include if the employee is under 18 years of age:*

Name of parent/guardian: \_\_\_\_\_

Signature of parent/guardian: \_\_\_\_\_

Date signed: \_\_\_\_/\_\_\_\_/20\_\_

## Schedule E—Part-day Public Holidays

E.2 amended in accordance with [\[2019\] FWCFB 8491](#) and [PR715184](#).

**E.1** This schedule operates in conjunction with award provisions dealing with public holidays.

**E.2** Where a part-day public holiday is declared or prescribed between 6.00 pm and midnight, or 7.00 pm and midnight on Christmas Eve (24 December in each year) or New Year's Eve (31 December in each year) the following will apply on Christmas Eve and New Year's Eve and will override any provision in this award relating to public holidays to the extent of the inconsistency:

- (a) All employees will have the right to refuse to work on the part-day public holiday if the request to work is not reasonable or the refusal is reasonable as provided for in the NES.
- (b) Where a part-time or full-time employee is usually rostered to work ordinary hours on the declared or prescribed part-day public holiday but as a result of exercising their right under the NES does not work, they will be paid their ordinary rate of pay for such hours not worked.
- (c) Where a part-time or full-time employee is usually rostered to work ordinary hours on the declared or prescribed part-day public holiday but as a result of being on annual leave does not work, they will be taken not to be on annual leave during the hours of the declared or prescribed part-day public holiday that they would have usually been rostered to work and will be paid their ordinary rate of pay for such hours.
- (d) Where a part-time or full-time employee is usually rostered to work ordinary hours on the declared or prescribed part-day public holiday, but as a result of having a rostered day off (RDO) provided under this award, does not work, the employee will be taken to be on a public holiday for such hours and paid their ordinary rate of pay for those hours.
- (e) Excluding annualised salaried employees to whom clause E.2(f) applies, where an employee works any hours on the declared or prescribed part-day public holiday they will be entitled to the appropriate public holiday penalty rate (if any) in this award for those hours worked.
- (f) Where an employee is paid an annualised salary under the provisions of this award and is entitled under this award to time off in lieu or additional annual leave for work on a public holiday, they will be entitled to time off in lieu or pro-rata annual leave equivalent to the time worked on the declared or prescribed part-day public holiday.
- (g) An employee not rostered to work on the declared or prescribed part-day public holiday, other than an employee who has exercised their right in accordance with clause E.2(a), will not be entitled to another day off, another day's pay or another day of annual leave as a result of the part-day public holiday.
- (h) Nothing in this schedule affects the right of an employee and employer to agree to substitute public holidays.

~~E.2~~ Where a part day public holiday is declared or prescribed between 7.00 pm and midnight on Christmas Eve (24 December in each year) or New Year's Eve (31 December in each year) the following will apply on Christmas Eve and New Year's Eve and will override any provision in this award relating to public holidays to the extent of the inconsistency:

- ~~(a)~~ All employees will have the right to refuse to work on the part day public holiday if the request to work is not reasonable or the refusal is reasonable as provided for in the NES.
- ~~(b)~~ Where a part time or full time employee is usually rostered to work ordinary hours between 7.00 pm and midnight but as a result of exercising their right under the NES does not work, they will be paid their ordinary rate of pay for such hours not worked.
- ~~(c)~~ Where a part time or full time employee is usually rostered to work ordinary hours between 7.00 pm and midnight but as a result of being on annual leave does not work, they will be taken not to be on annual leave between those hours of 7.00 pm and midnight that they would have usually been rostered to work and will be paid their ordinary rate of pay for such hours.
- ~~(d)~~ Where a part time or full time employee is usually rostered to work ordinary hours between 7.00 pm and midnight, but as a result of having a rostered day off (RDO) provided under this award, does not work, the employee will be taken to be on a public holiday for such hours and paid their ordinary rate of pay for those hours.
- ~~(e)~~ Excluding annualised salaried employees to whom clause E.2(f) applies, where an employee works any hours between 7.00 pm and midnight they will be entitled to the appropriate public holiday penalty rate (if any) in this award for those hours worked.
- ~~(f)~~ Where an employee is paid an annualised salary under the provisions of this award and is entitled under this award to time off in lieu or additional annual leave for work on a public holiday, they will be entitled to time off in lieu or pro rata annual leave equivalent to the time worked between 7.00 pm and midnight.
- ~~(g)~~ An employee not rostered to work between 7.00 pm and midnight, other than an employee who has exercised their right in accordance with clause E.2(a), will not be entitled to another day off, another day's pay or another day of annual leave as a result of the part day public holiday.
- ~~(h)~~ Nothing in this schedule affects the right of an employee and employer to agree to substitute public holidays.

E.3 This schedule is not intended to detract from or supplement the NES.