

**Siera Marine Management Pty Ltd and  
MUA Offshore Oil and Gas Enterprise  
Agreement 2024**

# Contents

<b>PART 1: Application and Operation</b> .....	<b>4</b>
1. TITLE .....	4
2. NOMINAL EXPIRY DATE.....	4
3. DEFINITIONS.....	4
4. COVERAGE .....	9
5. OBJECTS OF AGREEMENT .....	10
<b>PART 2: Consultation, Dispute Settlement and Flexibility</b> .....	<b>11</b>
6. DELEGATES CHARTER.....	11
7. MONTHLY MEETING.....	11
8. CONSULTATIVE COMMITTEE.....	12
9. CONSULTATION REGARDING MAJOR WORKPLACE CHANGE .....	13
10. DISPUTE RESOLUTION PROCEDURE .....	14
11. FLEXIBILITY TERM .....	16
<b>PART 3: Employment Types and Termination</b> .....	<b>17</b>
12. TYPES OF EMPLOYMENT .....	17
13. JOB SECURITY .....	18
14. TERMINATION OF EMPLOYMENT .....	19
15. REDUNDANCY .....	19
<b>PART 4: Wages and Related Matters</b> .....	<b>21</b>
16. SALARIES.....	21
17. SUPERANNUATION .....	21
18. INCOME PROTECTION.....	22
19. SEVERANCE .....	22
20. SALARY SACRIFICE .....	23
21. ALLOWANCES .....	23
22. TRAINING .....	28
<b>PART 5: Hours of Work and Related Matters</b> .....	<b>34</b>
23. HOURS OF WORK .....	34
24. DUTIES AND CREWING.....	34
25. TWO-CREW DUTY SYSTEM.....	37
26. LATE CREW CHANGE .....	40

27.	CREW CHANGE AT SEA.....	41
28.	TRAVELLING.....	42
29.	ACCOMMODATION AND CATERING.....	45
30.	INSURANCES.....	47
<b>PART 6: Leave and Public Holidays .....</b>		<b>50</b>
31.	PERSONAL/CARER'S LEAVE AND COMPASSIONATE LEAVE .....	50
32.	SICK EMPLOYEES LANDED.....	50
33.	COMMUNITY SERVICE LEAVE .....	50
34.	PUBLIC HOLIDAYS .....	50
35.	ANNUAL LEAVE .....	51
36.	PARENTAL LEAVE .....	51
37.	LONG SERVICE LEAVE .....	51
38.	FAMILY AND DOMESTIC VIOLENCE LEAVE .....	52
<b>PAY SCHEDULE.....</b>		<b>53</b>
<b>SIGNATURES .....</b>		<b>54</b>

# PART 1: Application and Operation

## 1. TITLE

- 1.1 This Agreement is the Siera Marine Management Pty Ltd and MUA Offshore Oil and Gas Enterprise Agreement 2024.

## 2. NOMINAL EXPIRY DATE

- 2.1 The Agreement will have a nominal expiry date of 1 August 2027.

## 3. DEFINITIONS

- 3.1 In this Agreement unless expressed otherwise:

“**Able Body Seaman**” means an Employee who holds a STCW regulation II/4 Rating forming part of a navigational watch and is appointed as such.

“**Aggregate Salary**” means the annual salary as shown in the Pay Schedule of this Agreement. It excludes casual loading and all allowances.

“**Agreement**” means the Siera Marine and MUA Offshore Oil and Gas Enterprise Agreement 2023.

“**AMSA**” means the Australian Maritime Safety Authority.

“**AST**” means an Australian Seafarer Trainee.

“**At Sea**” means being outside the harbour limits of a port, on location or the time between entering and leaving a port on the same day.

“**Casual Employee**” means an Employee who is appointed as such under clause 12 of this Agreement and whose term of employment is for a specified period or a specified task, such as employment for the duration of a project or contract for services held by the Employer, or to provide a replacement for a Permanent Employee who is on approved leave or workers' compensation.

“**Catering Mooring Course**” means training determined by the Employer to ensure that Cooks and Caterers who are required to undertake mooring duties are able to do so safely.

“**Chase Vessel**” means a Vessel that is utilised to clear traffic in the immediate vicinity of another Vessel primarily for, but not limited to, seismic Vessel operations.

“**Chief Caterer**” and “**Caterer**” hold a Certificate of Safety Training and are appointed as such.

“**Chief Cook**” and “**Cook**” are Employees who hold a Maritime Cook Certificate and are appointed as such.

“**Chief Integrated Rating**” (CIR) means an IR who is appointed as a CIR. A CIR will hold a certificate of proficiency as a Chief Integrated Rating except in exceptional circumstances.

“**Construction Project**” means work involving the installation of new jackets, topsides, pipelines, flow lines, risers and associated mooring systems for offshore platforms, monopods,

FPSOs and FSOs. It does not include hook up or commissioning, remedial work, maintenance, repair or replacement of existing jackets, topsides, pipeline, risers, mooring systems or associated infrastructure.

“**CPI**” means the All Groups Consumer Price Index for the weighted average of eight (8) Australian Capital Cities over the previous 12 months, measured at the previous June quarter as published by the Australia Bureau of Statistics.

“**Day**” means 12 midnight to the following 12 midnight.

“**Dead Day**” means a day’s pay that does not accrue or use leave.

“**Default Fund**” means the Hostplus Superannuation Fund or its successor which is the default superannuation fund pursuant to clause 17.

“**Duty Day**” means a day of work on a Vessel that attracts a day’s pay and accrues a day’s leave.

“**Employee**” or “**Employees**” means a person or persons employed by the Employer.

“**Employer**” means **Siera Marine Management Pty Ltd** ABN 13 677 058 623

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

“**Flag State**” means the country in which the Vessel is registered.

“**FPSO**” means a Floating Production Storage Offloading Vessel usually engaged At Sea, whether propelled or non-propelled, and which may be disconnectable or permanently fixed to a mooring riser and which is used to recover, receive, process, store or despatch hydrocarbons to a shuttle tanker.

“**FPSO Offtake Supply/Support Vessel**” means a Vessel providing offtake support and/or static tow to a FPSO.

“**FSO**” means a floating, storage and offloading Vessel.

“**FWC**” means the Fair Work Commission.

“**Geotechnical Drilling Vessel**” means a Vessel designed for testing and sampling of the seabed prior to the laying of pipelines or the placement of structures.

“**Home Port**” means the port at which an Employee was engaged, or any other place mutually agreed between the Employer and the Employee.

“**Hydrocarbons Industry**” means:

- (a) the exploration and/or drilling for hydrocarbons by use of on and offshore drilling rigs or platform drilling rigs or any other means;
- (b) the preparatory work and development of an oil or gas field, including well servicing, and decommissioning of hydrocarbon facilities;
- (c) the extraction, separation, production and processing, piping, storage, distribution and transport (including handling or loading facilities) of hydrocarbons;
- (d) the provision of services incidental to the activities set out in clauses (a) to (c) above, including:

- (i) provision of clerical and administrative, warehousing, stores and materials, medical, laboratory, utility or general services, or platform services at a location where the activities in clauses (a) to (c) above are being performed;
  - (ii) provision of catering, cleaning and accommodation services where owned or operated by an employer engaged in the activities set out in clauses (a) to (c) above at a location where the activities in clauses (a) to (c) above are being performed;
  - (iii) provision of supply base services owned or operated by an employer engaged in the activities set out in clauses (a) to (c) above.
- (e) the commissioning, servicing, maintaining (including mechanical, electrical, fabricating or engineering and preparatory work) modification, upgrading or repairing of facilities, plant, infrastructure and/or equipment used in the activities set out above.
- (f) the provision of temporary labour services used in the activities set out in (a) to (e) above, by temporary labour personnel principally engaged to perform work at a location where the activities described above are being performed.

**"In Port"** means within the time after arrival providing the vessel does not depart the same day.

**"Integrated Rating"** (IR) means a person who holds a certificate of proficiency as an Integrated Rating.

**"Junior Integrated Rating"** (Junior IR) means an Employee who has completed the Integrated Rating qualification and who has been offered an employment contract after finishing his/her Employer sponsored traineeship program and is appointed as such.

**"Laid Up"** or **"Lay Up"** means a vessel that is not on contract, At Sea, underway, or in operation and is held in readiness with a view to obtaining a contract for task.

**"Location"** includes on location and means attending or standing by oil rigs, platforms, floating production facilities or other Vessels engaged in or in association with offshore oil and gas operations, whether the attending Vessel is underway or at anchor or secured to another Vessel or structure, whether inside or outside the defined limits of a Port. Where a Vessel is a MODU, location means the area in which the MODU is to drill.

**"Maritime Offshore Oil and Gas Industry"** means the operation, utilisation, control, maintenance, repair and service of Vessels (as defined) in or in connection with offshore oil and gas operations.

**"Master"** means the person having command of the Vessel and is the Employer's senior representative on board and is appointed as such.

**"MODU"** means a mobile offshore drilling unit.

**"Navigation Act"** means the *Navigation Act 2012* (Cth).

**"NES"** means the National Employment Standards as provided under the Fair Work Act.

**"Nominated Home Address"** means the address nominated by the Employee as the Employees usual place of residence.

**"Non-Propelled MODU"** means an MODU which is provided with personnel in accordance with Marine Order 47 as recognised by AMSA.

**"Officer"** means a person engaged or employed by the Employer in the classification or capacity of deck officer or marine engineer.

“**OSHMI**” means Occupational Safety and Health Maritime Industry.

“**Permanent Employee**” means an Employee that is employed as a full-time under clause 12 of this Agreement.

“**Provisional Integrated Rating**” (PIR) means a person who has completed their sea service as per the AMSA requirements and must hold a STCW regulation II/4 Rating forming part of a navigational watch and Regulation III/4 Rating forming part of an engine room watch therefore making them eligible to form part of a navigational, deck or engine room watch.

“**POB**” means persons on board.

“**Port**” includes a bay, a river, a roadstead, a place and a harbour.

“**Rating**”, other than an IR or CIR, means a Deck Rating, Engine Room Rating, Able Body Seaman, Greaser, General Purpose Hand, Coxswain, Deckhand or a person who holds a Certificate of Safety Training and is appointed as such.

“**Rig Shift**” means the moving of an MODU, jack-up or other moored facility from one location to another. A rig shift commences with the lifting of the first anchor at the current location and concludes with the setting of the last anchor at the new location.

“**ROV**” means remote operating vehicle.

“**Seismic Support Vessel**” means a Vessel whose functions include “chase”, carriage of deck cargo, reels and fuel for at-sea bunkering in support of the operations of a Seismic Survey Vessel.

“**Seismic Survey Vessel**” means a Vessel whose primary function is the collection of data utilising survey techniques to determine the presence of hydrocarbons or gas in the sub-terrain, and does not include a Vessel primarily engaged on pre-drill site surveys using seismic techniques for the detection of shallow gas hazards.

“**Self-Propelled Drilling Vessel**” means a self-propelled vessel-shaped MODU with a single or multiple hull arrangement.

“**Semi-Submersible MODU**” means a drilling installation with the main deck connected to an underwater hull or hulls.

“**Shallow Water Seismic Vessel**” means a seismic Vessel that operates in water where no depth in the survey area exceeds the chartered depth of 20 metres.

“**Ship**” means a Vessel not ordinarily propelled by oars only.

“**Site Survey Vessel**” means a Vessel that is used primarily to survey pre drill sites and detect shallow gas hazards.

“**Southern Waters**” means all the seas off the Australian coast, east of Albany and south of Sydney.

“**Specialist Vessel**” means a Vessel engaged on a specialist task for a certain period, that is, free span corrections on new pipelines, new subsea installations using a crane or saturation diving from a DP2 Vessel; or any of the following Vessels:

- Self-propelled and/or self-propelled semi-submersible accommodation Vessels;
- Pipe laying Vessel performing pipe laying;
- DP2 or DP3 dive support Vessel performing saturation diving;

- Rock dumping Vessel performing rock dumping; or
- Self-propelled cable laying Vessel performing cable laying (not including a seismic Vessel),

unless otherwise classified under this Agreement or otherwise agreed between the Employer and the Union.

“**SRC Act**” means the *Seafarers Rehabilitation and Compensation Act 1992* (Cth).

“**Standby/Utility Vessel**” means a Vessel whose primary function is the provision of a safety and rescue service to offshore oil and gas installations.

“**STCW**” means the International Convention on Standards of Training, Certification and Watchkeeping for Seafarers.

“**Supply Vessel**” means a Vessel designed and equipped for its primary function of transporting cargo and supplies to and from rigs, platforms, offshore installations or other Vessels engaged in or in association with offshore oil and gas operations and includes FPSO Offtake Supply/Support Vessel.

“**Support Vessel**” means a Vessel designed and/or equipped to perform anchor handling tug support that is engaged in or in association with offshore oil and gas operations and is capable of providing any or all related services such as anchor handling, towage, carriage of cargo, underwater inspection, seabed clearance, ROV operations, pipe reel operations, etc.

“**Trainee Integrated Rating**” (TIR) means a person who is in the process of completing a Certificate III in Transport Distribution (Maritime Operations) and who has not yet completed the sea service as required by AMSA so is unable to form part of a navigational, deck or engine room watch.

“**Transit Voyage**” means a voyage:

- into Australian waters from an overseas port; or
- out of Australian waters to an overseas port; or
- within Australian waters when a Vessel is travelling between work scopes, in different field locations or ports; or
- within Australian waters when a Vessel is travelling to Lay Up in a different location or port.

“**Tow**” means for an anchored MODU the time between the lifting of the last anchor and the setting of the first anchor, and for a jack-up MODU the time during which the MODU is clear of the seabed and not anchored.

“**Union**” means the Construction, Forestry and Maritime Employees Union.

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

“**Work Agreement**” means a Work Agreement as required by Marine Order 11 and Maritime Labour Convention, 2006.

**3.2** To avoid doubt, nothing in this Agreement is intended to operate inconsistently with the NES.



- 3.3** All references to Acts, Regulations, Conventions Orders, or Employer policies and procedures in this Agreement are to be construed as references to those Acts, Regulations, Conventions Orders or Employer policies and procedures as amended from time to time.

## **4. COVERAGE**

- 4.1** This Agreement covers:
- (a)** The Employer;
  - (b)** The Union; and
  - (c)** The Employees employed by the Employer to work in any of the classifications contained in this Agreement whether or not they are at a particular point in time performing duties on rostered work time on a Vessel.
- 4.2** This Agreement also applies to Vessels from mobilisation until demobilisation which includes but is not limited to Vessels performing run jobs, international voyages, Vessel delivery, Vessel redelivery, Vessels that are off hire or not on contract, Vessels which are laid-up or on a cyclone mooring, Vessels that are warm stacked or cold stacked, Vessels that are Laid Up, or where a Vessel is used in an emergency situation.
- 4.3** The Employer will ensure that all Vessels entering and exiting Australia will be crewed by Australian seafarers. In the event this is not possible as a result of international border closures or concerns about crew safety, the Employer will notify the Union and will discuss and agree on alternative arrangements.
- 4.4** This Agreement does not cover Employees employed by the Employer for the principal purpose of carrying out work:
- (a)** on board a Floating Production Storage and Offloading facility, other than a Transit Voyage;
  - (b)** in the Dredging Industry;
  - (c)** in the Renewable Energy (Offshore Wind and Wave) Industry;
  - (d)** in the Marine Civil Construction Industry which means the carrying out of construction works in a Port or nearshore environment for the purposes of constructing a harbour or wharf, foreshore, jetty, or seawall. The Marine Civil Construction Industry does not include any construction work carried out on or in connection with the Hydrocarbons Industry or a Hydrocarbons Industry Project; or
  - (e)** in the Fishing industry;
  - (f)** in the Blue Water Industry which means: the operation of Vessels trading as cargo vessels which, in the course of such trade or operation, proceed to sea on voyages with regular routes on fixed schedules between ports unless the cargo carried by the Vessels is cargo carried for the use in the Hydrocarbons Industry or on a Hydrocarbons Industry Project;
  - (g)** In the Defence Industry which means the operation of Vessels in direct support of Royal Australian Navy, Australian Army, or Royal Australian Air Force on operations or exercises. Defence Industry does not include Hydrographic Survey work;
  - (h)** In the Marine Tourism Industry which means the operation of Vessels engaged on a day charter or for an overnight charter wholly or principally as a tourist, sightseeing, sailing or cruise vessel and as a place of or for entertainment, functions, engaged in the provision

of water orientated tourism, leisure and/or recreational activities but does not include the operation of ferries engaged in regular scheduled passenger and/or commuter transport;

- (i) In the ports, harbours and enclosed water vessels industry which means the operation of Vessels of any type wholly or substantially within a port, harbour, or other closed body of water.
- (j) Non-propelled barges or Vessels.

## **5. OBJECTS OF AGREEMENT**

- 5.1** This Agreement represents a commitment between the Employer and the Employees to operate their Vessels to a high level of professionalism in a viable and competitive manner; ensuring a high level of safety and customer service whilst ensuring that all Employees are provided with rewarding and satisfying careers.
- 5.2** In developing this Agreement, the Employer and the Employees recognise and adopt the following objectives:
- (a) An ongoing process to achieve overall cost reductions and improvement in the viability of the business;
  - (b) The Employer and the Employees agree to continually review the operation of this Agreement and workplace practices in order to develop and adopt a culture of continuous improvement;
  - (c) The development of a collective and consultative approach between the Employer and the Employees to foster an environment of trust and open communication;
  - (d) To create an environment which reflects the needs of a modern industrial society where management and all Employees work together with respect and cooperation for the benefit of the enterprise;
  - (e) To implement a cost effective training regime for the enterprise;
  - (f) To utilise the Dispute Resolution Procedure to resolve grievances or disputes; and
  - (g) To utilise the Consultative Committee in pursuit of these endeavours.
- 5.3** The Employer and the Employees are committed to ensuring the ongoing viability of the employment of local seafarers in the Maritime Offshore Oil and Gas Industry.

## **PART 2: Consultation, Dispute Settlement and Flexibility**

### **6. DELEGATES CHARTER**

- 6.1** The Employer and the Employees recognise the right of the Employees to elect a delegate and that the delegate is empowered to promote good workplace relations practices and participate in dispute resolution.
- 6.2** The Master must be advised of the appointment of delegates or a change of delegates.
- 6.3** In enhancing the efficiency of delegates, the following principles are agreed:
- (a)** The right to be treated fairly and to perform their role as a Union delegate without any discrimination in their employment;
  - (b)** The right to formal recognition by the Employer or their representatives that endorsed Union delegates speak on behalf of the Union members on that particular Vessel;
  - (c)** The right to consult with Vessel management with reasonable access around the Vessel;
  - (d)** The right to reasonable paid time off as a 'Dead Day', to participate in approved forums with the Employer where staff representation is appropriate such as:
    - (i)** Enterprise agreement negotiations; and
    - (ii)** Other matters agreed between the Employer and the Union as appropriate.
  - (e)** The right of each delegate to relevant portfolio training;
  - (f)** The right to reasonable access on the Vessel to telephone, email, facsimile, photocopying, internet and other facilities where available for the purpose of carrying out the delegate's responsibilities and consulting with workplace colleagues and the Union;
  - (g)** The right to place Union and other relevant information concerning this Agreement on the Vessel's noticeboard;
  - (h)** The right to take reasonable leave without pay to work with the Union at a time agreed with the Employer. Should this leave be granted it shall not break the Employee's continuity of service; and
  - (i)** Nothing in this clause authorises the delegate to prejudice non-Union members in their employment or authorises the Employer to discriminate against non-Union members.

### **7. MONTHLY MEETING**

- 7.1** The Employer will allow such Employees as the Master deems not necessary for the proper running and operation of the Vessel to attend any meeting of the Union held on the last Tuesday of each month between the hours of 8.00am and noon without any deduction from their Aggregate Salary.
- 7.2** This clause applies to Vessels in the ports of Darwin, Broome, Dampier, Burnie, Fremantle, Adelaide, Melbourne, Sydney, Newcastle, Port Kembla, Brisbane and Devonport.

- 7.3** This clause will not apply in the case of a Vessel due to sail at or before noon on the day of the meeting or when, for the safety of the Vessel, the Master deems it necessary that all Employees should be on board.

## **8. CONSULTATIVE COMMITTEE**

- 8.1** A Consultative Committee will be established and shall meet at least once every six months, unless otherwise agreed, to consider the following:
- (a)** Assist in the implementation and monitoring of the operation of this Agreement;
  - (b)** Maintain an open exchange of views between Employees, the Employer and the Union;
  - (c)** Assist in the development and implementation of new employment related initiatives across the fleet;
  - (d)** Address changes in information technology that may warrant access to increased telecommunications;
  - (e)** The size and composition of the workforce;
  - (f)** The Permanency Benchmark;
  - (g)** Employee training plans and training conducted;
  - (h)** Training in accordance with 2% minimum spend;
  - (i)** TIR ratio as per clause 22 of this Enterprise Agreement;
  - (j)** Crew changes and travel arrangements;
  - (k)** Leave balances, including leave in advance;
  - (l)** Casual earnings;
  - (m)** Catering issues; and
  - (n)** Gym equipment.
- 8.2** All mutually agreed outcomes as documented in the minutes of the Consultative Committee meeting shall be binding on both parties.
- 8.3** Information provided for the meeting under this clause will be produced in a way so as to not identify individuals by name or identifying information. Further, all discussions will be held on a confidential basis only.
- 8.4** The Consultative Committee will include:
- (a)** A Union official or other representative of the Union.
  - (b)** Up to four (4) Workplace delegates.
  - (c)** Up to two (2) Employer representatives.
- 8.5** For continuity purposes, changes to representation shall be avoided as much as possible and the Employer will accommodate the availability of delegates to the extent that it is reasonably practicable.

- 8.6 The Employer will provide for review at the meetings, all necessary relevant data, however the Employer is not required to disclose confidential or commercially sensitive information.
- 8.7 Attendance at such meetings, including travel days will be treated as Dead Days and will operate in a manner consistent with clause 6 (Delegates Charter).
- 8.8 The Employer will facilitate the costs of travel and accommodation to the meeting for up to three (3) representatives who ordinarily reside more than 100 km from the location of the meeting. The parties agree to try to align the consultative committee meetings in line with crew change to minimise any additional cost.
- 8.9 The Employer will make every reasonable endeavour to maintain a minimum rate of permanency through the life of this Agreement of 70% of the minimum number of Employees in the five-year period prior to the commencement of this Agreement (the **Permanency Benchmark**).
- 8.10 The maintenance of the Permanency Benchmark will be managed through the Consultative Committee, taking into account the Employer's business model and the nature and duration of a particular project.

## **9. CONSULTATION REGARDING MAJOR WORKPLACE CHANGE**

- 9.1 This clause 9 applies if:
- (a) The Employer has made a definite decision to introduce a major change to production, program, organisation, structure, or technology in relation to its enterprise; and
  - (b) The change is likely to have a significant effect on Employees of the Employer.
- 9.2 The Employer must notify the relevant Employees of the decision to introduce the major change.
- 9.3 The relevant Employees may appoint a representative for the purposes of the procedures in this clause 9. If a relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation and the Employee or Employees advise the Employer of the identity of the representative, the Employer must recognise the representative.
- 9.4 As soon as practicable after making its decision, the Employer must discuss with the relevant Employees:
- (a) The introduction of the change;
  - (b) The effect the change is likely to have on the relevant Employees; and
  - (c) Measures the Employer is taking to avert or mitigate the adverse effect of the change on the relevant Employees.
- 9.5 The Employer must for the purposes of the discussion provide, in writing, to the relevant Employees:
- (a) All relevant information about the change including the nature of the change proposed;
  - (b) Information about the expected effects of the change on the relevant Employees; and
  - (c) Any other matters likely to affect the relevant Employees.
- 9.6 The Employer is not required to disclose confidential or commercially sensitive information.

- 9.7** The Employer must give prompt and genuine consideration to matters raised about the major change by the relevant Employees. In addition, for a change to the Employees' regular roster or ordinary hours of work the Employer will invite the Employees to give their views on the impact of the change (including any impact in relation to their family or caring responsibilities).
- 9.8** In this clause 9, a major change is likely to have a significant effect on Employees if it results in:
- (a)** The termination of the employment of Employees;
  - (b)** Major change to the composition, operation or size of the Employer's workforce or to the skills required of Employees;
  - (c)** The elimination or diminution of job opportunities (including opportunities for promotion or tenure);
  - (d)** The alteration of hours of work, including any change to an Employee's regular roster or ordinary hours of work;
  - (e)** The need to relocate Employees to another workplace;
  - (f)** The need to retrain Employees; or
  - (g)** The restructuring of jobs.
  - (h)** Major change to majority ownership of the Company.
- 9.9** The transfer of Employees between Vessels is not considered to be a major change.
- 9.10** In this clause 9, relevant Employees means the Employees who may be significantly affected by the major change.

## **10. DISPUTE RESOLUTION PROCEDURE**

- 10.1** When any industrial dispute arises, including about a matter arising under this Agreement, the NES or any other matter pertaining to the employment relationship, this clause sets out the procedure to resolve the dispute.

**Step 1:**

Where a matter arises when the Employee(s) are on board a Vessel, the matter will in the first instance be discussed between the Employee(s) and the Master.

Where a matter arises when the Employee(s) are not on board a Vessel, the matter will in the first instance be discussed between the Employee(s) and the Employer's nominated representative.

If the matter remains unresolved:

**Step 2:**

The matter will be referred for discussion between the Employee, the Employee's Union delegate or other nominated representative and the Master and/or the Employer.

If the matter remains unresolved:

**Step 3:**

The matter will be referred for discussion between the appropriate Senior Union Official or other nominated representative and the Employer's Human Resources or Industrial Relations Manager.

If the matter remains unresolved or if Steps 1-3 are not resolved within 7 days of the initiation of Step 1:

**Step 4:**

In the event that the preceding steps have failed to resolve the matter and/or dispute, any person bound/covered by this Agreement or nominated representative may refer the dispute to the FWC for conciliation and/or arbitration pursuant to Section 739 and Section 595 of the Fair Work Act.

**10.2** Where the matter remains unresolved, the FWC may deal with the dispute in two stages:

- (a) The FWC will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
- (b) If the FWC is unable to resolve the dispute at the first stage, the FWC may then:
  - (i) Arbitrate the dispute; and
  - (ii) Make a determination that is binding on both of the parties.

**10.3** While the parties to the dispute are trying to resolve the dispute using the procedures in this clause:

- (a) An Employee must continue to perform his or her work as he or she would normally,
- (b) Unless he or she has a reasonable concern about an imminent risk to his or her health or safety; and
- (c) An Employee must comply with a direction given by the Employer to perform other available work at the same workplace, or at another workplace, unless:
  - (i) The work is not safe; or
  - (ii) Applicable occupational health and safety legislation would not permit the work performed.

**10.4** The parties to the dispute agree to be bound by a decision made by the FWC in accordance with this clause, but note that a decision of a single member of the FWC can be appealed to a Full Bench of the FWC.

**10.5** An Employee who is party to the dispute or the Employer may appoint another person, organisation or association to accompany and/or represent them for the purposes of the procedures in this clause.

**10.6** Employees who are involved in the dispute during their off swing or off duty time are not entitled to any additional payments. Employees who are involved in the dispute whilst on duty, can only take time off with pay with the approval of the Master and for up to two hours per shift. Employees who are required as a witness in an arbitration will have access to on board teleconferencing facilities, where such facilities are available and working. Employees will not be transported from the vessel to any meetings to participate, unless directed by the FWC.

## 11. FLEXIBILITY TERM

- 11.1** The Employer and an Employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of the terms of this Agreement provided:
- (a)** The arrangement deals with one or more of the following matters:
    - (i)** Arrangements about when work is performed; and
    - (ii)** Allowances;
  - (b)** The arrangement meets the genuine needs of the Employer and the Employee in relation to one or more of the above matters; and
  - (c)** The arrangement is genuinely agreed to by the Employer and the Employee.
- 11.2** The Employer must ensure that the terms of the individual flexibility arrangement:
- (a)** Are about permitted matters under section 172 of the Fair Work Act;
  - (b)** Are not unlawful terms under section 194 of the Fair Work Act; and
  - (c)** Result in the Employee being better off overall than the Employee would have been if no arrangement was made.
- 11.3** The Employer must ensure that the individual flexibility arrangement:
- (a)** Is in writing; and
  - (b)** Includes the name of the Employer and the Employees; and
  - (c)** Is signed by the Employer and Employee and if the Employee is under 18 years of age, signed by a parent or guardian of the Employee; and
  - (d)** Includes details of:
    - (i)** Allowances;
    - (ii)** The terms of this Agreement that will be varied by the arrangement; and
    - (iii)** How the arrangement will vary the effect of the terms; and
    - (iv)** How the Employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
    - (v)** States the day on which the arrangement commences.
- 11.4** The Employer must give the Employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 11.5** The Employer or the Employee may terminate the individual flexibility arrangement:
- (a)** By giving not more than 28 days' written notice to the other party to the arrangement; or
  - (b)** If the Employer or Employee agree in writing; at any time.



## **PART 3: Employment Types and Termination**

### **12. TYPES OF EMPLOYMENT**

**12.1** This clause 12 does not apply to PIRs and TIRs.

#### **12.2 General**

- (a)** An Employee may be employed by the Employer:
  - (i)** As a full-time Employee; or
  - (ii)** As a Casual Employee.
- (b)** Prior to commencement of employment, the Employer shall provide the Employee with a written offer of employment which contains at least the type and, for a Casual Employee, the term of the employment.
- (c)** The Employer may use a range of recruitment methods in selection of candidates for employment. In identifying suitable candidates for a position, the Employer may source candidates from applications, advertising, the Maritime Employers' Database and the Employment Assistance System, provided they are open to receive candidates qualified in accordance with the relevant Marine Orders, and/or any other source.

#### **12.3 Casual Employment**

- (a)** A Casual Employee engaged as such will be paid a casual loading of 25% over the life of the agreement in accordance with 12.3 (b), in lieu of:
  - (i)** Annual leave and personal/carer's leave;
  - (ii)** Private health insurance;
  - (iii)** Short-term loading.
- (b)** Casual Loading will be 21.5% upon approval of the Agreement and shall increase as follows:
  - (i)** 1st March 2024 casual loading increases to 23%;
  - (ii)** 1st March 2025 casual loading increases to 24%;
  - (iii)** 1st March 2026 casual loading increases to 25%.

#### **12.4 Casual Conversion**

- (a)** A Casual Employee who has worked regularly for the Employer for three (3) consecutive swings cycles in the previous twelve (12) month period may apply for permanent employment with the Employer. Subject to clause 12.4 (b), an Employee will be granted permanency and will commence as a permanent in the next pay cycle.
- (b)** If a Casual Employee makes a request for permanency under clause 12.4 (a), the Employer will grant the Casual Employee permanent employment unless converting the Casual Employee to permanent employment would result in redundancies occurring within the proceeding twelve (12) months.
- (c)** Nothing in this clause requires a Casual Employee to convert to permanent employment.

- (d) This clause overrides any requirement by the Employer to write to Casual Employees regarding the offering of permanency as outlined under existing industrial relations legal framework.

## **12.5 Casual Employee Engagement**

- (a) A Casual Employee will be paid on a fortnightly basis.
- (b) A Casual Employee will accrue leave as per Clause 25.
- (c) Where a Casual Employee is not rostered on or engaged to perform work on board a Vessel, the following applies:
  - (i) The Employer will continue to pay the Employee on a fortnightly basis; and
  - (ii) The quantum equivalent to the Employees' fortnightly pay; and
  - (iii) This payment will be deducted from the Employees' accrued leave until the accrued leave is exhausted.
- (d) For the avoidance of doubt, the period referred to in subclause (c) above is counted towards the Employees length of service i.e., the last day of employment is the last day of accrued leave applies.
- (e) For the avoidance of doubt, a Casual Employee remains an Employee of the Employer during the period referred to in subclause (c).
- (f) Where a Casual Employee elects to be paid out, subclause (d) and (e) will not apply.

## **12.6 Other Employment Details**

- (a) Permanent Employees may initially be engaged for a probationary period of employment up to the first three completed swing cycles.
- (b) A Permanent Employee who has previously completed three consecutive swing cycles as a Casual Employee for the Employer shall not serve a probationary period.
- (c) The Employer may, subject to reasonable notice, transfer an Employee within its fleet as required.

# **13. JOB SECURITY**

- 13.1** The Employer will give local seafarers full, fair and reasonable opportunity to be employed in preference to non-local seafarers, subject to applicable laws.
- 13.2** The Employer will not engage a contractor to supply personnel to fill any of the classifications covered by this Agreement with the intent of pursuing a reduction in wages and conditions of Employees or to erode permanency of employment.
- 13.3** The Employer will engage Employees directly, in preference to labour hire employees, wherever possible.

## **14. TERMINATION OF EMPLOYMENT**

### **14.1 Notice of Termination**

Termination of employment by either the Employer or Employee, for reasons other than serious misconduct, requires the following notice periods or payment in lieu of notice:

- (a) Permanent Employees who have been continuously employed for:
  - (i) Less than a year – 14 days' notice;
  - (ii) One year or more – 28 days' notice; and
  - (iii) More than two years and Employee is over 45 years of age – 35 days' notice.
- (b) Casual Employees:
  - (i) Minimum of seven days' notice when onshore and rostered to return to work; and
  - (ii) Minimum of seven days' notice when offshore and notice is given by the Employer for the purpose of facilitating the deployment of a Permanent Employee;

provided that when a Casual Employee is informed in writing of the length of a casual engagement prior to agreeing to undertake it, or the project ceases ahead of the expected completion date and the notice period cannot reasonably be given, then the notice period will not apply.
- (c) In all other circumstances where notice is given while offshore, the Employee must remain on the Vessel until the crew change or completion of the works, whichever is first.
- (d) If an Employee fails to give the required notice, the Employer may withhold from any monies due to the Employee on termination under this Agreement, the pro rata equivalent of the notice entitlement that would otherwise have been payable.
- (e) Subject to subclause 14.1(d), any accrued leave shall be paid on termination.

### **14.2 Dismissal for Serious Misconduct**

An Employee guilty of serious misconduct on a Vessel or in relation to their employment, including if they refuse to obey a lawful order of any Officer of the Vessel, may be dismissed without notice, if the Vessel is in Port, or if the Vessel is At Sea, on arrival of the Vessel at the next port of call. The Employee will not be entitled to any wages, travel or other allowances upon such termination of employment.

## **15. REDUNDANCY**

### **15.1 Redundancy Payment**

- (a) Where employment is terminated because of redundancy, an Employee will be entitled to four (4) weeks' redundancy pay for between the first and second years of service (in accordance with the NES) and then, three (3) weeks per year of continuous service thereafter, at the Permanent Employee's current Aggregate Salary and pro-rata for completed months.
- (b) A week's pay is equal to seven (7) Dead Days.
- (c) A redundancy payment will not exceed 78 weeks.

- (d) Casual Employees and ASTs are not entitled to any redundancy benefits under this provision.
- (e) For the purposes of redundancy pay, continuous service commences when the Employee is made permanent.

## 15.2 Redundancy Process

Where the number of Permanent Employees in a classification exceeds the number of positions available, the following process will be applied:

- (a) The Employer will inform the Union of the redundancy situation;
- (b) The Employer will determine the number of redundancy situation;
- (c) Voluntary redundancies may occur at any stage during the redundancy process;
- (d) Prior to any redundancies, where possible the Employer will first exhaust the following provisions, in order, to assist the employment of all Employees:
  - (i) Excess leave balances will be taken;
  - (ii) Employees will be encouraged to take long service leave;
  - (iii) Study leave;
  - (iv) Job share arrangements by mutual agreement;
  - (v) Part paid leave by mutual agreement; and
  - (vi) Unpaid leave by mutual agreement.
- (e) Prior to any redundancies, Casual Employees will be replaced by Permanent Employees of the same classification on a last on, first off basis. Permanent Employees will be made redundant in the following order:
  - (i) Redundancies will be voluntary in order of seniority; and
  - (ii) The balance of redundancies will be based on the below points system:
    - **Length of Service:** Employees will accrue two (2) points per year of service (uncapped). Points will accrue from the date of permanent employment with the Employer.
    - **Discipline and Conduct:** Employees will be deducted five (5) points for each formal breach of the applicable Employer policies and procedures. The breach must be recorded in a formal written warning for the deduction to occur.
    - Formal breaches last for a maximum of eighteen (18) months at which point they will expire and be wiped from an Employee's record and any deducted points will be re-instated.
    - There shall be no points deductions based on any performance reviews conducted by Employer representatives.
    - Where two (2) Employees have the same points, the longest serving Employee will retain employment.
- (f) As per applicable Employer policies and procedures, Employees will have the opportunity to appeal any formal written warning. If in exceptional circumstances, either the Employer or the Union consider it necessary to depart from 15.2(d) the matter will be discussed and where agreed, an alternative formula will apply. Where an alternative formula cannot be reached, the matter will be dealt with in accordance with the Dispute Resolution Procedure.

## PART 4: Wages and Related Matters

### 16. SALARIES

- 16.1 An Employee will be paid in accordance with the Pay Schedule.
- 16.2 The Aggregate Salary will be paid at intervals of 14 days or as mutually agreed upon between the Employer and the Employee.
- 16.3 Casual Employees will be paid on a fortnightly basis and shall not be paid out at the end of a swing unless requested so by the Employee in writing.
- 16.4 A pay notice (pay slip) showing the full details of gross pay, deductions, net pay, superannuation, allowances and leave accrued and taken will be provided with each payment of wages.
- 16.5 The Aggregate Salaries in the Pay Schedule to this Agreement have been fixed on the basis that except where otherwise provided in this Agreement they take into account all aspects and conditions of employment.
- 16.6 Except where expressly provided to the contrary in this Agreement, the amounts payable to an Employee pursuant to this clause 16 constitute the whole of an Employee's remuneration. No additional or other payments are payable in respect of overtime or any penalty or disability of any kind. The rates of salary for parts of a year are calculated as follows:
- (a) The monthly rate by dividing the annual rate by 12;
  - (b) The fortnightly rate by dividing the annual rate by 26;
  - (c) The daily rate by dividing the annual rate by 364.
- 16.7 Nothing in the Pay Schedule to this Agreement is to be taken or construed as meaning that any classification of Employee referred to is required to be carried on any Vessel, and the rate of Aggregate Salary allocated to any classification of Employee will only have effect if such classification of Employee is carried on the Vessel.

### 17. SUPERANNUATION

- 17.1 The default superannuation fund is Hostplus Superannuation Fund (the **Default Fund**) or its successor.
- 17.2 The Employer will make superannuation contributions on behalf of each Employee to the Default Fund or another complying fund at the Employee's election.
- (a) Employer's contribution for Permanent Employees shall be 13.5% of the Aggregate Salary of the Employee, which includes the minimum contribution under the *Superannuation Guarantee (Administration) Act 1992* (Cth).
  - (b) Employer's contributions for Casual Employees shall be made into the Default Fund at the rate required under the *Superannuation Guarantee Administration Act 1992* (Cth) plus one (1) percentage point. For the avoidance of doubt, the Employers contributions for Casual Employees will be calculated by factoring in the casual loading.
  - (c) Contributions will be made monthly within 28 days from month's end.

- 17.3** Contributions will be made for Permanent Employees during periods of workers' compensation and periods of accrued leave whilst the employment continues. In the case of a Casual Employee on workers' compensation, superannuation contributions will be paid up until the last day of accrued or notional leave.

## **18. INCOME PROTECTION**

- 18.1** Income protection insurance contributions for Permanent Employees are applied as follows:
- (a)** The Income Protection Provider will be selected by a majority vote of Permanent Employees which will take place within three (3) months of registration of this Agreement.
  - (b)** The Selected Income Protection Provider shall remain the Income Protection Provider until this agreement is terminated or replaced.
  - (c)** The Employer will pay contributions in accordance with the Selected Income Protection Provider's rules on behalf of all Permanent Employees covered by this Agreement to the Selected Income Protection Provider at the rate equivalent to 1.75% of payroll (pro rata) for all Permanent Employees covered by this Agreement, inclusive of GST and stamp duty.
  - (d)** The Employer's contributions will be collected and administered by the external provider. The external provider will manage all claims and pay outs.
  - (e)** Where a majority of Permanent Employees do not elect an Income Protection Provider in accordance with this clause, the amount of 1.75% will be paid as an additional superannuation contribution on top of the amount prescribed in clause 17.2 above.

## **19. SEVERANCE**

- 19.1** The Severance provider will be selected by a majority vote of Casual Employees which will take place within three (3) months of registration of this Agreement.
- 19.2** The Selected Severance Provider shall remain the Severance Provider until this Agreement is terminated or replaced.
- 19.3** The Employer will make severance payments (payable on a monthly basis) to the Selected Severance Provider for all Casual Employees covered by this Agreement.
- 19.4** The Employer will facilitate the enrolment of all Casual Employees into the Selected Severance Provider.
- 19.5** The Employer will pay the equivalent of 1% of a Casual Employee's ordinary earnings into the elected Severance Fund on behalf of each Casual Employee covered by this Agreement in accordance with the Selected Severance Provider's rules.
- 19.6** The Employer will pay the fixed rate of 1% of a Casual Employee's day rate into the elected Severance Fund on behalf of each Casual Employee covered by this Agreement and an additional 1% from 1st March 2026 to a total of 2% over the life of the Agreement.

## 20. SALARY SACRIFICE

- 20.1** Employees wishing to salary sacrifice must nominate the amount they wish to salary sacrifice in writing.
- 20.2** The amount of salary sacrifice can be varied at intervals of twice a year only.
- 20.3** The effect of a salary sacrifice arrangement on an Employee's Aggregate Salary is as follows:
- (a)** For the purposes of fortnightly pay and leave pay, the reduced salary will be used to calculate the amount payable;
  - (b)** For the purposes of long service leave entitlements, redundancy and the period of notice on termination of employment, the Aggregate Salary before any salary sacrifice will be used;
  - (c)** For the purpose of calculating defined benefit superannuation retirement benefits, the average salary will be based on the Aggregate Salaries before salary sacrifice.
- 20.4** Salary sacrifice to the superannuation scheme is on the basis that it remains cost neutral to the Employer. If at any time during an Employee's election to salary sacrifice superannuation, there are material changes in taxation or superannuation laws, practices or rulings that materially alter the benefit to the Employee or the cost to the Employer of acting in accordance with the election, either the Employee or the Employer may, upon one month's notice in writing, terminate the election.

## 21. ALLOWANCES

### PART A: Disability Allowances

#### 21.1 Hard-lying Allowances

**(a)** Air Conditioning

For any period of at least four hours per day where the air conditioning has broken down in the accommodation area, an amount of:

**(i)** \$33.49 in Southern Waters; or

**(ii)** \$42.64 elsewhere,

shall be paid to Employees affected.

**(b)** Shared Accommodation

Where an Employee is required to share accommodation or share a toilet/bathroom they shall be entitled to the following:

**(i)** An allowance of \$56.03 per day on each day an Employee shares a cabin or a toilet/bathroom with one other person;

**(ii)** An allowance of \$68.21 per day on each day an Employee shares a cabin or a toilet/bathroom with two other persons;

**(iii)** An allowance of \$80.39 per day on each day an Employee shares a cabin or a toilet/bathroom with three other persons.

**(c)** For the avoidance of doubt, an Employee is only entitled to one (1) Shared Accommodation Allowance on any given Duty Day.

**(d) Carriage of Extra Personnel**

Where a Vessel is not originally designed to accommodate more than seventeen (17) persons, the Employer will pay an allowance to compensate all Employees for all inconveniences associated with the carriage of extra personnel including, but not limited to cramped conditions;

- (i) 18 to 27 POB \$28.74 per Duty Day;
- (ii) 28 or more POB \$57.25 per Duty Day.

**21.2 Potable Water**

\$33.49 for any period in excess of two days where the water condition on the Vessel does not meet the ISO Standard for potable water as tested in accordance with Australian Standards by an Australian National Association Testing Authority approved laboratory or equivalent.

**21.3 Synthetic Based Mud Allowance**

The Employer will pay an allowance of \$30.00 per day to all Employees working onboard with Synthetic Based Mud involving transfers to and from a Vessel.

**21.4 Internet Facilities**

The Employer will pay an allowance of \$50.00 per day after 72 hours of internet service being below provisions stated in clause 29.3 (b)(ii). This allowance will not apply in circumstances where the communications provider is unable to provide satellite coverage due to technical malfunction of the satellite providers equipment not located on the Vessel.

**21.5 Sailing Shorthanded**

- (a) The Employer and Employees will ensure that Vessels sailing to sea (or continue operating in the case of a drilling Vessel) are not delayed by crew shortage and all Vessels will sail shorthanded, provided that the proper safety and welfare of the crew is not jeopardised.
- (b) It is mutually agreed that no Vessel will be required to sail to sea in contravention of the provisions of the Navigation Act.
- (c) Where an Employee departs a Vessel, and it results in a reduction of the normal crewing complement, and the Vessel is taken to sea, the Employer will pay shorthand to the remaining Employees.
- (d) The normal crewing complement is outlined in clause 24.4, however there may be requirements or scopes of work that requires increased crewing to a Vessel. Where this occurs, the parties agree that the increased crewing becomes the normal crewing complement for the purposes of this clause. In this instance, clause 21.5(c) applies.
- (e) The payment of shorthand means the Aggregate Salary of the absent Employee will be divided amongst the remaining Employee on the Vessel, under the department, for the period of short handedness.
- (f) The payment of shorthand monies will not apply where an Employee is absent because they are on leave for compassionate grounds or evacuated for medical attention.

**21.6 Protective and Industrial Clothing**

- (a) Employees shall be entitled to a clothing allowance of \$782.08 per year, which shall be paid in equal instalments for each pay period (shall be paid fortnightly on a prorated



basis). Two pairs of high-visibility overalls per annum, appropriate wet weather gear (as/where required) and sea boots shall be provided at no cost to the Employee.

- (b) Permanent Employees shall be entitled to a reimbursement for prescription safety glasses to a maximum of \$300.00 per twelve (12) month period, upon production of a tax receipt. Casual Employees qualify after the completion of three (3) swings.

## **21.7 Vessels Wrecked or Stranded**

- (a) If the Vessel on which an Employee is serving becomes wrecked or stranded, or if by fire, explosion, collision, or foundering, the Vessel is disabled, and an Employee is called upon for special efforts, including fire-fighting duties on or from the Vessel, the Employee will be paid for the time during which the Employee so assists at the rate of \$28.26 per hour in addition to any other rates.
- (b) If under such conditions an Employee sustains damage to or loses the Employee's equipment or personal effects, the Employer shall reimburse the Employee for such loss, but the amount of reimbursement shall not exceed the sum of \$5,064.
- (c) Where carriage on board the Vessel is approved by the Employer, any personal electrical, electronic or computer equipment shall be insured by the Employer against theft or accidental damage.

## **21.8 Quarantine and Isolation Allowances**

- (a) A payment the equivalent of a Duty Day, will be provided to each Employee, if required to undertake quarantine or isolation. An allowance of \$110 per day shall also be payable without receipt, and in advance of entering quarantine/ isolation.
- (b) Any time an Employee spends time in accommodation at the direction of the Employer to or from a Vessel (including time in transit, or time in accommodation, or time in quarantine or isolation) will have those costs and associated costs (including non-alcoholic beverages and victualling) paid by the Employer in accordance with clause 21.12.

## **21.9 Anchor Handling Allowance**

- (a) The Employer will pay each Employee covered by this agreement when on board a Support Vessel that can generate 18,000 BHP or above, an Anchor Handling Allowance of \$100 for each day or part thereof.
- (b) The allowance shall be payable for each day or part thereof, where a Vessel is anchor handling (including but not limited to pre-lay anchors, conventional anchors or any other type of anchors), or the moving of a MODU or offshore unit, or handling chain etc.

## **PART B: Expense Reimbursements**

### **21.10 Medicals and Passport**

- (a) The Employer will upon submission of receipts reimburse a Permanent Employee for the portion of the cost of any medical examination, eyesight or hearing test, vaccinations or passport, required at the Employer's request or for the Employee to maintain their employment including Flag State and AMSA medicals not covered by medical insurance. An Employee will attend any medical inspection when required by the Employer.

- (b) The Employer will pay Employees a Dead Day for each day or part thereof attending a medical. The Employer will, upon submission of receipts, reimburse an Employee for travel expenses for attending a medical in accordance with Clause 28.2(b).
- (c) The Employer will reimburse Permanent Employees for all administrative costs associated with MSIC where required at the Employer's request or for a Permanent Employee to maintain their employment except for:
- (d) An application rejected through no fault of the Employer;
- (e) Any appeal process; or
- (f) Costs incurred without the consent of the Employer.
- (g) It is the responsibility of all Employees to ensure that when joining a Vessel they have a medical that is valid for the expected life of the swing and an up-to-date passport, with a minimum of six months' validity. The Employer will arrange any visas required for duty.
- (h) Employees are required to provide the Employer with copies of all certificates held and ensure that the certificates are valid and in their possession whilst on board the Vessel.
- (i) Casual Employees will receive the benefits contained in this clause for the period whilst they are in employment with the Employer and are currently rostered to return to the Vessel.
- (j) Where the Employer has concerns over an Employee, the Employer shall utilise the Further Examination provision of Marine Orders Part 9.
- (k) If an Employee terminates their employment or has their employment terminated for serious misconduct or unsatisfactory performance these costs may be deducted by the Employer from any outstanding monies owing to the Employee. Any deductions pursuant to clause 21.9 (k) will be consistent with the provisions of s324 of the Fair Work Act and will not in any circumstances be deducted from entitlements provided for in the National Employment Standards.

### **21.11 Drug and Alcohol Testing**

- (a) Where an Employee records a non-negative result to a drug or alcohol test, and has been directed by the Employer to stand down from duties, they shall be paid as if they were still rostered on duty, for any time not worked between the initial test and the confirmatory test, where the non-negative result was caused by the Employee taking prescribed medication(s) subject to:
  - (i) The time the Employee did not work was time where they were rostered on duty.
  - (ii) The Employee provided the Vessel Master with written advice or a copy of a prescription (this does not provide a basis for a fitness for work assessment and the Employer agrees not to disclose/refer the Employee for medical assessment).
- (b) Where an Employee records a non-negative result to a drug and alcohol screening test and the result is consistent with a declaration by the Employee concerned with the consumption of foodstuffs (such as poppy seeds) or over the counter medications (such as ibuprofen, cough syrup or mouth wash, etc) the Employee shall remain on the Vessel with or without being assigned duties, until it can be determined it was not as a result of illegal substances.

## **21.12 Victualling and Accommodation**

- (a) Any Employee required by the Employer to take a meal or meals ashore, will be paid for the life of this Agreement the following allowances on production of receipts:

Breakfast	\$30.70
Lunch	\$39.34
Dinner	\$59.20

- (b) Provided that if the above allowances do not cover the cost of meals in the accommodation then the Employer will, on production of receipts, meet the reasonable cost of the Employee's meal. Alcohol will not be included.
- (c) Where an in-flight meal is not available or is inadequate, an Employee will be entitled to the victualling rate up to the prescribed breakfast and/or midday meal and/or evening meal respectively, after production of an original tax receipt.
- (d) If required by the Employer to undertake travel for business purposes whilst alongside then any costs (e.g., taxi) associated with such travel will upon submission of receipts be reimbursed by the Employer.
- (e) If required to live ashore, accommodation to the normal agreed Australian Maritime Standard will be provided at the Employer's expense.
- (f) Employees required to live ashore, may elect to provide their own accommodation, in which event they will be paid \$282.78 per day made up as follows:

Breakfast	\$30.70
Lunch	\$39.34
Dinner	\$59.20
Bed	\$153.23

## **21.13 Foreign Port Allowance**

Where an Employee is accommodated ashore in a port outside of Australia for the purpose of mobilisation and demobilisation of Vessels:

- (a) For the first night only, the Employer shall provide either:
- (i) All meals in the hotel, reasonable laundry charges, and reasonable telephone charges; or
  - (ii) First class hotel accommodation including bed, breakfast and reasonable laundry charges and an allowance of \$91.36.
- (b) For any subsequent nights, the Employer shall provide first class hotel accommodation including bed, breakfast and laundry and pay a victualling allowance of \$157.73 per night.
- (c) The allowances in this clause only apply to South East Asia. In any other area, the Employer and Employees shall negotiate the amount of the daily allowance to apply.

## **21.14 Damage to Personal Effects**

- (a) Where an Employee substantiates that, in the course of the Employee's work, the Employee's clothing or spectacles have been damaged or destroyed, the Employer will provide compensation for such damage or destruction. Provided that this will not apply when an Employee is entitled to workers' compensation in respect of the damage.

- (b) Payments for spectacle replacement, to a maximum of \$366 in any one year, will only be made where an incident form, as prescribed by the Employer, is lodged at the time the incident occurred.

#### **21.15 Private Health Insurance Allowance**

- (a) Permanent Employees will be entitled to an allowance, which will be paid fortnightly on a prorated basis, for private health insurance upon annual provision of evidence of health fund membership to the Employer.
- (b) Permanent Employees who take out either family cover or single cover will be entitled an allowance of up to \$4,500 per year.

## **22. TRAINING**

### **22.1 Short Course Training**

#### *Description*

- (a) Short Course Training means Fast Rescue Craft Training, HUET/FOET/BOSIET/CA-EBS, HLO, HFFF, Confined Space Entry, Working at Heights, and Gas Testing and Rescue at Heights training.
- (b) Short Course Training does not include any induction/s, Union training, Employer workshops, Employer meetings, Employer training, revalidation or upgrading of an AMSA Certificate of Competency or an AMSA Certificate of Proficiency
- (c) The Employer will arrange the Short Course Training, travel arrangements, accommodation arrangements and any victualing expenses in relation to the Short Course Training.

#### *Process*

- (d) Short Course Training will be determined based on the requirements identified in the Company Training matrix of the Vessel and/or the project the Employee is allocated to.

#### *Payment*

- (e) Where an Employee has attended training, inductions (including online), Employer/ client meetings, the Employer will pay the Employee a Dead Day at the Aggregate Salary for each day including any travel time, unless joining the vessel on the day of training, or the day prior in which case payment will be a Duty Day or Travel Day respectively.
- (f) If an Employee resigns from or abandons their employment within twelve months of undertaking Employer-funded Short Course Training, the Employee will reimburse the Employer the total costs of such training.

### **22.2 Training Contribution Program**

#### *Description*

- (a) The Employer will spend a minimum amount equivalent to 2% of the total annual payroll for all Integrated Ratings per annum toward the Training Contribution Program. The Employer will provide the data to the participants at the consultative committee meetings.
- (b) The Employer will include in the data, the annual payroll to date, from 1 July each year, course costs, and other relevant information requested by the Union or Employees.
- (c) The Training Contribution Program is for the purposes of upskilling and further development of Employees, and includes the following:
  - (i) New entrant training to IR classification;
  - (ii) Study leave for Integrated Ratings to Deck Watchkeeper or Engineer Watchkeeper classification;
  - (iii) Chief Integrated Rating course;
  - (iv) Short Course Training; and
  - (v) Any other training agreed by both the Union and the Employer at a Consultative Committee Meeting.

#### *Payment*

- (d) The Employer will pay Employees a Dead Day for each day or part thereof spent training.
- (e) The Employer will pay Employees a Travel Day for each day or part thereof spent travelling for training.
- (f) The Employer will cover the course costs.

### **22.3 Training to maintain currency of employment**

- (a) Where an Employee is required to undertake a course to maintain their employment, the Employer will cover the course costs and a payment of a Dead Day at the Aggregate Salary for each day. On the basis the employee is rostered to return to work with the employer.
- (b) Prior to the training, upon written approval by the Employer, the Employer will cover any costs related to the training, such as, travel arrangements, travel costs, accommodation and any victualing expenses.
- (c) The Parties acknowledge that there may be instances where an Employee is required to undertake a course whilst on leave.

### **22.4 Working Traineeship**

#### *Description*

- (a) The purpose of the Working Traineeship is to meet the needs of the industry, consistent with the agreement that the Integrated Rating classification is the benchmark for operational maintenance duties.
- (b) By mutual agreement between the Employer and Employee, the establishment of a traineeship on any Vessel will consider:
  - (i) the projected scope of work and contract duration for the Vessel,
  - (ii) duties expected of the trainee,

- (iii) safe manning, and
- (iv) AMSA and Flag State requirements.

*Process*

- (c) The Employer will:
  - (i) Engage a minimum of 2 TIRs per calendar year.
  - (ii) Ensure that the TIR benchmark at clause 22.4 (c) (i) is maintained.
  - (iii) The Employer will commit to seeing that TIR through their time, should they reduce the number of Vessels.
  - (iv) Nothing in this clause prevents the Employer from having more TIRs than the prescribed benchmark within their fleet.
  - (v) The consultative committee can alter this benchmark if there is an abundance of IRs available, and there is an expected downturn of work.
- (d) ASTs will be interviewed and selected by the Employer in a fair and equitable manner.

*Payment*

- (e) The Employer will pay TIRs as follows:
  - (i) A TIR during twelve weeks at school plus two weeks' leave at the end of school at \$780.00 per week.
  - (ii) A TIR during twelve weeks' sea time as a supernumerary plus three weeks' supernumerary leave at \$780.00 per week.
  - (iii) A PIR during twenty-four weeks' sea time worked as part of the crew plus leave on a one-for-one basis \$1132.74 per week or \$58,902.48 per annum.
  - (iv) The TIR rate of pay will increase in line with agreed wage increases provided for in Pay Schedule of this Agreement.

## **22.5 Pre-Employment Training and Expenses**

*Description*

- (a) Where an Employee completes pre-employment training that is deemed mandatory for their position in accordance with the training matrix for the Vessel, the Employer will reimburse their expenses.
- (b) The Employer will reimburse the Employee who has, within three months prior to joining a Vessel, completed training (including revalidation) and/or incurred work-related expenses (including passports, medical or MSIC), as a part of their engagement with the Employer.

*Payment*

- (c) The Employer will reimburse the Employee for the costs incurred, as follows:
  - (i) The Employee demonstrates they have not been reimbursed for that training by another employer;
  - (ii) The reimbursement amount is capped at \$2,200 per Employee per calendar year; and

- (iii) The Employee completes two (2) full swing cycles.

## 22.6 Learning/Development Leave

### *Description*

- (a) Learning/Development Leave is for Employees who engage in on-shore study that will enable them to qualify for an AMSA endorsed certificate.

### *Process*

- (b) An Employee may apply to the Employer for Learning/Development Leave if they have been employed by the Employer for 12 months prior to the commencement of Learning/Development Leave.
- (c) The Employer will assess the Employee's Learning/Development Leave application and will not unreasonably refuse the Employee's application.
- (d) The Employee will not use or accrue leave whilst on Learning/Development Leave.
- (e) The entitlement will be confined to the first attempt to obtain the certificate in question.
- (f) All other terms and conditions of the financial assistance, including the periods of study, will be in writing between the Employer and Employee.

### *Payment*

- (g) Whilst the Employee is on Learning/Development Leave, the Employer will pay the Employee 75% of the Aggregate Salary of their classification.
- (h) Where the Home Port of an Employee is situated at a place other than that at which the course is conducted and it is necessary for the Employee when studying and sitting to take up temporary residence away from their Nominate Home Address, the Employee will be entitled to an allowance of \$456.00 per week for each week that the Employee resides away from the Employee's Nominated Home Address.
- (i) If an Employee is receiving financial assistance and that Employee resigns or abandons their employment prior to obtaining the certificate for which they are studying, the Employee must, subject to the Fair Work Act, repay to the Employer all financial assistance they have received in relation to that study.
- (j) If an Employee is receiving financial assistance and that Employee resigns or abandons their employment after obtaining the certificate the financial assistance must be repaid in accordance with the following principle:
  - (i) Termination within 6 months of completion of Learning/Development Leave - 75%;
  - (ii) Termination within 12 months of completion of Learning/Development Leave - 50%;
  - (iii) Termination within 18 months of completion of Learning/Development Leave -25%;
  - (iv) Termination within 24 months of completion of Learning/Development Leave -10%.
- (k) If an Employee terminates their employment after twelve (12) months after completion of Learning/Development Leave, no repayment of the financial assistance (including Study Leave and Aggregate Salary costs) received during the period of their Study Leave will be required.

- (l) If an Employee has been approved to receive financial assistance and is subsequently retrenched, the Employee will be entitled to payment at the rate of 75% of their Aggregate Salary (at the date of termination) for the respective period of attendance, by the Employee at the course of study for such certificate as approved and provided that the Employee furnishes the Employer with reasonable proof of satisfactory attendance by the Employee Training.

## **22.7 Trade Union Training Leave**

### *Description*

- (a) Trade Union Training is designed to provide skills and competencies that will assist the Union Delegate to contribute to the prompt resolution of disputes and/or grievances in the workplace and to improve the Employee's knowledge of industrial relations.

### *Process*

- (b) Within 14 days of Trade Union Training, the Union Delegate may make a written request to the Employer outlining the nature and duration of the course to be attended.
  
- (c) The Employer will approve Trade Union Training for Union Delegates unless the approval will result in inadequate crewing arrangements amongst current Employee or if the proposed training falls within the Union Delegate's on-duty period.

### *Payment*

- (d) The Employer will grant Union Delegates up to 5 days of non-cumulative leave per year to undertake Trade Union Training
- (e) If the Union Delegate is on or off duty for the period, then leave will be paid as a Dead day.
- (f) The Employer will facilitate travel, meals and accommodation as elected by the Union. In the event this is not facilitated, the Employer will reimburse the Employee's travel expenses associated with Trade Union Training (i.e., travel, accommodation and meals) to a maximum of \$2,200 per delegate in each calendar year, on the basis of:
  - (i) 0 to 6 Vessels = 2 delegates per annum.
  - (ii) 7 to 12 Vessels = another 2 delegates (totalling 4 delegates).
- (g) To qualify for payment, an Employee will be required to satisfy the Employer of attendance at the course and evidence of its successful completion.

## **22.8 OHS Representatives**

- (a) Employees covered by this Agreement may opt to hold a vote to elect a workplace representative. The elected Employee must be trained under the OSHMI legislation, within three (3) months of the election taking place, or the next available course.
- (b) Representation will be a ratio of Persons on Board (POB), as follows:
  - (i) 0-5 POB = 1 representative;
  - (ii) 6-25 POB = 2 representatives;
  - (iii) 26-50 +POB = 3 representatives;
  - (iv) 51+ POB = maximum of 4.



- (c) Nothing in clause prevents the Parties from having more representation should it be reasonably required.

**22.9 Chief IR (CIR) Appointment**

- (a) Where a Vessel has more than 4 IRs on board, an IR will be elected by the crew on board (that are covered by this Agreement) to hold the position of a CIR. That elected person will be trained within 3 months of the election, or the next available course.
- (b) CIR positions on a Specialist Vessel will be determined by the Consultative Committee. This can be dealt with via email from the Employer writing to the committee to initiate discussions.
- (c) Elected CIRs will see out the completion of the contract in the position.

## **PART 5: Hours of Work and Related Matters**

### **23. HOURS OF WORK**

#### **23.1 Normal Operations**

- (a) It is the responsibility of the Master to ensure full and early consultation (with the Shipboard Management Committee, where relevant) on the allocation of duties which are required in addition to the normal operation of the Vessel.
- (b) The allocation and prioritisation of duties will take into account that the standard for working hours shall be up to twelve (12) hours per day, seven days per week.
- (c) It is the intention of the Employer that an Employee shall so far as possible work within the hours prescribed above. However, an Employee may be required to work additional hours in the case of a Rig Shift, major machinery breakdown or in the case of an emergency.

#### **23.2 Avoidance of Physical Exhaustion**

- (a) In the case of a Rig Shift, major machinery breakdown or in the case of an emergency, Employees may be required to work beyond twelve (12) hours provided:
- (b) An Employee will not be required to be continuously on active duty for more than 18 hours.
- (c) Where an Employee has been continuously on active duty for 18 hours, the Employee will not be required for further duty until the Employee has had, for the purpose of rest, a period of 10 consecutive hours' off-duty inclusive of meal breaks.
- (d) Continuous duty for the purpose of this clause is not broken by mealtimes or breaks of not more than four hours, which include a meal break.

#### **23.3 Swing Cycles**

- (a) For all Vessels, leave will be taken on the basis of four weeks on and four weeks off, unless otherwise agreed.
- (b) By way of transition, in accordance with contractual and operational requirements, the four-week swing cycle shall be adopted on a Vessel operating outside of Southern waters. Should contractual requirements prohibit the swift implementation of this timeframe, the Employer will engage with the Union on a plan for the implementation as soon as possible, in any case the implementation of the four-week swing cycle will occur on all Vessels prior to 30th October 2023.

### **24. DUTIES AND CREWING**

#### **24.1 Duties**

- (a) All Employees will work as a team with each Employee working to the level of their classification, training, and ability in a cooperative effort to ensure the safe and efficient operation of the Vessel.
- (b) All Employees shall have the appropriate certification and training to enable them to carry out their duties without direct supervision. The appropriate certification and training are:

- (i) For IRs required to perform Dogging or Rigging: the Australian Qualifications Framework qualification in Dogging or Rigging;
- (ii) For IRs required to perform Working at Heights or Enter and Work in Confined Spaces: nationally accredited Working at Heights or Enter and Work in Confined Spaces training provided by a Registered Training Organisation;
- (iii) For Cooks: a Catering Mooring Course; and
- (iv) For Caterers: Safe Food Handling Course and the Catering Mooring Course.

## **24.2 Shipboard Management Committee**

- (a) The Employees are allocated duties where most need exists as determined by the Shipboard Management Committee. The Shipboard Management Committee shall comprise the Master, Chief Engineer, Chief Integrated Rating (or an IR where there is no Chief IR) and Chief Steward (where applicable).
- (b) It is the responsibility of the Shipboard Management Committee to ensure full and early consultation on the allocation of duties which are required in addition to the normal operation of the Vessel.

## **24.3 Allocation of Duties**

As in all Vessels carrying Employees, it is the responsibility of the Shipboard Management Committee (where relevant) to ensure full and early consultation in matters affecting allocation of duties in line with the "teamwork principle". Any team discussion must take into account the following points:

- (a) The Master has the final say if any joint decisions reach a stalemate;
- (b) The Chief Engineer is responsible for the safe and efficient running of the ships machinery, for the allocation of jobs in the engine room and the machinery spaces, and the general safety of the engine room staff working on machinery;
- (c) An Employee working in the engine room works under the direction of the Chief Engineer. When this Employee is required by the Shipboard Management Committee to work on deck, the Employee shall work under the direction of the Master or Officer of the Watch or the Chief IR;
- (d) It is accepted that Employees other than an Employee currently working in the engine room sometimes will be required for tasks in the engine room. In these circumstances it is the responsibility of all to ensure that these tasks are carried out;
- (e) Employees working on deck, shall work under the direction of the Master or Officer of the Watch or the Chief IR.

## 24.4 Minimum Crewing of Vessels

Type of Vessel	Supply – PSV or Standby Vessels	Supply - ROV/IMR	Support	Support Vessels (that can generate 18000 BHP or above)	Seismic	Self Propelled Drill Vessel	Specialist
<b>Classification</b>							
Chief IR	0	1	1	1	0	1	1
IR/Crane Op	0	0	0	0	0	0	0
IR	4	4	3	4	3	5	5
PIR					1	1	
Chief Cook	Benchmark	Benchmark	Benchmark	Benchmark	Benchmark	1	Benchmark
Cook	1	1	1	1	1	1	1
Chief Steward	Benchmark	Benchmark	Benchmark	Benchmark	Benchmark	1	Benchmark
Steward	Benchmark	Benchmark	Benchmark	1	Benchmark	1	Benchmark

### (a) Notes:

- In addition to the above, 1 x IR/Crane Operator per twelve (12) hrs of crane operations.
- PIRs listed above can be replaced with an IR.
- A PIR may be used in lieu of an IR where a Vessel Safe Manning Certificate (SMC) permits and in agreement with the Union. Where agreed the PIR will be paid as an Integrated Rating.
- Crewing of Vessels will be no less than the Vessel's Minimum Safe Manning Certificate irrespective of any dispensations or reductions that may otherwise be permitted by law.
- A Rating may not be substituted for an Integrated Rating even where permitted by the vessel's Minimum Safe Manning Certificate.
- The Minimum Catering Benchmark as per clause 29.5 applies to all Vessels.
- A TIR when supernumerary will be paid in accordance with the clause 22.4.
- Where there is an issue raised on the Vessel with the operational manning, the issue will be dealt with in accordance with the Dispute Resolution Procedure.
- The minimum classification will be an IR. A Rating may not be substituted for an IR even where permitted by the Vessel's safe manning document.
- All Vessels that have more than 4 IRs on board, will have an IR engaged as a CIR.

### (b) **Non-Propelled MODUs crewing is as follows:**

- Tows of less than 24 hours expected duration: 2 x IRs.
- Tows over 24 hours expected duration: 3 x IRs.

- Tows over 48 hours expected duration: 6 x IRs.

#### **24.5 Crewing of Vessels in Transit**

- (a) Notwithstanding anything else in this Agreement, prescribed crewing levels in this Agreement do not apply to Vessels during Transit Voyages and periods Laid Up. The crewing for Vessel during Transit Voyages, and periods Laid Up will be as agreed between the Union and the Employer, however, will be generally based around previous custom and practice.
- (b) The catering benchmark will be used to determine catering numbers during Transit Voyages and periods Laid Up.
- (c) The Employer shall ensure that all Vessels are crewed with no less than the numbers provided for in the Vessel's minimum safe manning certificate irrespective of any dispensations or reductions that may otherwise be permitted by law.

#### **24.6 Additional Crewing**

An additional Employee will be provided to Vessels as described below:

- (a) Where the Employer has replaced one of the Employee positions with a Cook an additional Employee will be added to crew complement when the POB exceeds 13.
- (b) Where a Vessel is alongside in a major capital city port (i.e., Sydney, Melbourne, Adelaide, Fremantle Port (including Henderson), Darwin, Brisbane) an additional Employee will be engaged as a Gangway watch for security purposes. The Gangway will be crewed 24/7 whilst a Vessel is in a major capital city port. The Gangway watch will be remunerated as a Duty Day at the applicable rate for an Integrated Rating on a Vessel of that class. Where a Vessel is anchor handling (including but not limited to pre-lay anchors, conventional anchors or any other type of anchors) or loading chain etc, an additional IR will be allocated to the Vessel.

#### **24.7 Able Body Seaman**

An Able Body Seaman may be substituted for an IR and will be entitled an IR's Aggregate Salary. They may be engaged in exceptional circumstances only. It is the Employer's preference that Employees can undertake both the navigational watch and the engine room watch.

## **25. TWO-CREW DUTY SYSTEM**

- 25.1** A two-crew duty system will operate providing for the appointment of two crews to each Vessel, one on duty and the other off duty or in transit.
- 25.2** To compensate for public holidays, intervals of leave, annual leave, personal/carer's leave, compassionate leave and time spent travelling in off duty time, a Permanent Employee will accrue time off at the rate of 1.153 days' leave, and a Casual Employee will accrue one day, for each day spent on duty under the two-crew duty system.
- 25.3** Any extended period of time off (e.g., outside of the normal swing) is to be taken at a mutually agreed time, having regard to the operational necessity of ensuring that only part of the permanent crew members in each department on the Vessel take such time off at any one time, to ensure the continued operational efficiency of the vessel.

- 25.4** When proceeding on an extended period of time off, it will be the responsibility of the Employee to ensure that they have sufficient entitlements due to enable the Employee to draw continuous pay up to the day of the regular crew change when the Employee is due to re-join their Vessel.
- 25.5** The Employees (and/or the Union) are not to make any future claims in respect to swing off day.
- (a) The "on duty" period commences on the day the Employee joins the Vessel.
- (b) The "off duty" period commences on the day after the Employee leaves the Vessel.
- 25.6** Calculations are done on the basis that the day of joining the Vessel is counted as a day of duty and the day of leaving the Vessel will be treated as a Dead Day.
- 25.7** Where the two crew duty system is in place and the Employees are changing out with one another, it is agreed that the payment of a Dead Day recognises that there may be a need for work to be performed on the swing off day.
- 25.8** **Travel to and from the Vessel**
- (a) Any days spent travelling to the Vessel before joining the Vessel will be treated as a Dead Day.
- (b) Where in connection with a crew change an Employee spends more than one "off-duty" day (which does not include swing-off day) travelling from the Vessel, the Employee shall be paid a Dead Day for each additional day or part thereof spent travelling.
- (c) Time spent travelling is from the time the Employee leaves their Nominated Home Address before joining the Vessel or until they return to their Nominated Home Address after departing the Vessel.
- (d) The Employer will facilitate and pay for any accommodation, victualling costs associated.
- (e) Any time an Employee spends time in accommodation at the direction of the Employer to or from a Vessel (including time in transit, or time in accommodation, or time in quarantine or isolation) will have those costs and associated costs (including non-alcoholic beverages and victualling) paid for by the Employer.
- (f) The day of joining a Vessel is treated as Duty Day. The day of departing the Vessel is treated as a Dead Day, unless an Employee is still on-board past midday who is meant to depart the Vessel, in which case will be paid a Duty Day.
- (g) The Employer's drug and alcohol policy will apply to Employees for door-to-door travel.
- 25.9** Off-going crew have the option of breaking their journey home if they can demonstrate to the Employer a need, based on:
- (a) hours of work performed in the 24-hour period prior to leaving the Vessel;
- (b) time of crew change; and
- (c) flight times.
- 25.10** Where the journey is broken, an Employee will qualify for a travel day should they be delayed by more than one off Duty Day from reaching their Nominated Home Address.
- 25.11** Where the two crew duty system is in place and successive crews are changing and with one another, that work performed on an Employee's swing-off day will be paid as a Dead Day.

**25.12** Where the two crew duty system does not operate, or where a crew member has no relief covered by the Agreement, the swing-off day will be treated as a Duty Day and will accrue a day's pay and a day's leave.

### **Leave in Advance**

**25.13** The extent to which time off granted is more or less than that due shall be debited or credited to the Employee as less or additional time off to be granted.

**25.14** The maximum time off an Employee may accrue under this clause is 105 days. Unless agreement has been reached between the Employee and the Employer an Employee will be required to take time off to ensure that the maximum of 105 days is not exceeded.

**25.15** An Employee may not be required to take more than 14 days' leave in advance for operational reasons or, when agreed in writing between the Employer and the Employee, and due to special circumstances, including return from workers' compensation, 21 days' leave in advance.

**25.16** Where an Employee does not agree to take leave in advance in excess of 14 days, they shall be paid Dead Days until they are placed on a Vessel, on the condition that they are ready, willing and available to work.

**25.17** Leave in excess of 21 days may be granted based on compassionate or personal circumstances. This has to be agreed in writing together with a plan addressing the return to a positive leave balance between the Employer and the Employee.

**25.18** Leave in advance will be subject to the following:

- (a)** The Employee will be given reasonable notice of the expected return date to enable full and undisturbed use of leave notwithstanding that it is leave in advance; and
- (b)** Leave in advance will be returned to credit as soon as possible taking into account the Employee's personal circumstances.

**25.19** Where an Employee's employment is terminated, a maximum repayment of 14 days' leave in advance may be deducted from any monies owing to the Employee unless there is a written agreement reached under this clause in which case all leave in advance is repayable. Any deductions pursuant in clause 25.19 will be consistent with the provisions of s324 if the Fair Work Act and will not in any circumstances be deducted from entitlements provided for in the National Employment Standards.

**25.20** Leave will be paid according to the classification and Pay Schedule at which it was accrued, at the current rate of pay for that classification and Pay Schedule at the time the leave is taken.

**25.21** To enable the two crew duty system to operate there shall be interchange ability as follows:

- (a)** Permanent crew - as between opposite numbers on different swings on the same Vessel;
- (b)** Permanent crew - as between opposite numbers on different swings casual relief and on different Vessels.

### **25.22 Change of Home Port**

- (a)** An Employee may request a change of Home Port once in each calendar year.
- (b)** Evidence will need to be provided to the Employer where an Employee elects to change their Home Port. Such evidence includes either of the following:

- (i) Driver's licence with the change of home address;
  - (ii) Utility bill; and
  - (iii) Rates notice or rental agreement.
- (c) The Employer will approve an Employee's change of Home Port (where the forgoing has been satisfied), commencing from the FWC's approval of this Agreement.

**25.23 Transfer between Vessels**

Subject to reasonable notice, the Employers may transfer Employees between Vessels as required.

**26. LATE CREW CHANGE**

**26.1** Where a crew change occurs on or after day 31 on a four (4) week cycle a penalty will apply:

- (a) The penalty for a late crew change (as described in subclause 26.1) is the Employee's normal salary plus normal leave accrual plus one additional day's salary from (and including) day one after the due date (day 29 on a four-week cycle);
- (b) The final day of penalty payment will be the last Duty Day on the Vessel; and
- (c) The swing-off day will be paid as a Dead Day.

**26.2** There is no penalty where crew change occurs up to two days over, i.e., crew change before day 38 under the five-week cycle or before day 31 under the four-week cycle.

**Five-week cycle**

If an Employee is crew changing on or after day 38 then the Employee is entitled to their normal Duty Days plus one additional day's salary from (and including) day 36.

Five-week cycle				
Cycle day	35	36	37	38
	Last Duty Day of five-week swing	Normal crew change day		Crew change triggers penalty
Duty Days over if no crew change	0	1	2	3

**Four-week cycle**

If an Employee is crew changing on or after day 31 then the Employee is entitled their normal Duty Days plus one additional day's salary from (and including) day 29.

Four-week cycle				
Cycle day	28	29	30	31
	Last Duty Day of four-week swing	Normal crew change day		Crew change triggers penalty
Duty Days over if no crew change	0	1	2	3



**Example:** joining a Vessel on a Monday means signing off on a Monday 5 weeks later. If the crew change is on Wednesday it attracts two days' late crew change for the two extra Duty Days on Monday and Tuesday.

- 26.3** The provision of subclause 26.1 is subject to the following exclusions:
- (a) Mutually agreed arrangements between an Employee and their relief on the opposite swing, approved by the Employer;
  - (b) Where a relief was about to join the Vessel but is prevented from doing so by compassionate grounds or illness/injury of the relief or the negligence of the relief in the 24 hours prior to the due crew change;
  - (c) Where a relief was about to join the Vessel but is prevented from doing so by failure/delay of commercial airline connections;
  - (d) Where a crew change is prevented by a cyclone, a cyclone warning, or by closure of the Port by the relevant authority;
  - (e) Extended tows (more than 1,000 miles), where a lack of Port facilities prevent crew changes being undertaken. However, if the duration is likely to be more than seven days over-swing then this exemption is inactive unless the agreement of the crew is first obtained;
  - (f) Re-delivery voyages, however if the duration is likely to be more than seven days over-swing then this exemption is inactive unless the agreement of the crew is first obtained; and
  - (g) Extreme weather where a crew change in southern waters is prevented by a decision of the Masters or helicopter pilots due to extreme of sea/wind condition.
- 26.4** This clause does not apply to PIRs and TIRs when on board a Vessel in a supernumerary capacity.

## **27. CREW CHANGE AT SEA**

- 27.1** For Vessels without helicopter landing facilities crew changes will normally take place alongside a wharf or jetty in port. There may arise from time to time abnormal circumstances where other procedures may be utilised.
- 27.2** Crew changes At Sea (without helicopter facilities) will only be undertaken in accordance with normal safety procedures and with the approval of the Master of the Vessel involved, and after agreement with the Union.
- 27.3** The transfer of personnel by basket is a potentially high-risk operation and where those special circumstances necessitate its use, strict adherence to the following written procedures must be observed:
- (a) The Employer/rig will provide certification to the Master of the Vessel intended for personnel basket change before the intended crew change takes place as follows:
    - (i) Crane running/associated gear certificates;
    - (ii) The crane operators certificate;

- (iii) The personnel basket SWL certificate;
- (b) Transfers will only take place in daylight and clear weather conditions;
- (c) Personnel must receive verbal instruction on the procedure for basket transfers prior to undertaking the transfer. The person delivering the verbal instruction must be competent and experienced in basket use, and fully aware of all safety requirements;
- (d) It must be established that the Vessel from which the transfer will be carried out has ample clear deck space to safely receive and dispatch the basket and that the Vessel's station keeping ability is satisfactory;
- (e) Persons undertaking basket transfer must be provided with high visibility overalls and wear life jackets. Such are to be returned to the Employer immediately following the basket transfer;
- (f) Vessels, fast rescue craft or any other life-saving appliances will be placed on alert during the basket transfer;
- (g) There must be established prior to commencement of basket transfer radio communication between the persons concerned, e.g., responsible persons on the installation and the Vessel. Radio and visual communication must also be established prior to commencement, between the persons actually conducting the operation;
- (h) Individuals who are to be transferred by basket must:
  - (i) be advised in advance of the reason for basket use;
  - (ii) not unreasonably refuse to agree to the basket transfer;
  - (iii) indicate they understand fully all safety procedures; and
  - (iv) indicate they understand the transfer procedure.

**27.4** It is recognised that restrictions can be placed on baggage to be carried by helicopter. Where baggage cannot be carried at the time of the helicopter transfer, the Employer will arrange for the prompt delivery of the baggage to the Employee's home.

**27.5** The ongoing crew will board the Vessel before the off-going crew departs and a suitable "hand-over" period will be allowed. Where the Master decides not to utilise the personnel basket for safety and other reasons, the crew will be relieved when operational or safety criteria permit the crew change to take place.

## **28. TRAVELLING**

**28.1** An Employee will be repatriated at the Employer's expense to and from the Employee's Nominated Home Address for the purpose of taking leave and to the Employee's Nominated Home Address upon termination of the Employee's employment. At the Employee's request and in lieu of return to the Nominated Home Address, the Employee will be flown to the Australian regional airport closest to their place of residence where such regional airport is serviced by a mainstream airline. Where an Employee terminates their employment before completion of the Employee's first on-duty cycle, the Employee will be responsible for their own repatriation.

- 28.2** An Employee will be reimbursed for:
- (a) One taxi fare to the airport from the Employee’s home, and vice versa for the purposes of travelling to or from the Vessel, upon production of receipt, up to a maximum of \$181.20 per trip; or
  - (b) An allowance of 85 cents (based on the Australian Tax Office rate) per kilometre of the distance travelled (including driving the vehicle back home where applicable) up to the cost of a one-way taxi-fare with a maximum of \$181.20.
- 28.3** Where an Employee has to wait for four hours or more for a connecting flight whilst travelling between the Employee’s Vessel and the Employee’s Home Port, the Employer will provide hotel accommodation where available. Day rooms will be provided on the basis of one person per room, or as agreed between the Employers and the relevant Employees. An Employee may be provided with an alternative benefit in lieu of a day room, as agreed between the Employer and Employee.
- 28.4** The Employer and Employee acknowledge that they operate in a service industry in which Vessel availability is required on a 24-hour basis. To this end, Vessel operations are planned as much as possible to facilitate crew changes on pre-scheduled days or as near as practical to such days.
- 28.5** The Employer acknowledges that in order to facilitate fast turnarounds of Vessels or helicopters on crew change days, some Employees will have extended hours of work and travelling schedules from remote ports. Where this situation can be clearly demonstrated, the Employer will reschedule travel arrangements to enable an appropriate rest period without additional expense to an Employee and no loss of Agreement entitlements with respect to travel/Dead Days etc.
- 28.6** The definition of extended work and travel schedules is: “where at time of arrival for the last scheduled air travel leg to the Employee’s Home Port, an Employee has been at work, travel, and/or transit in excess of eighteen hours; inclusive of meal breaks and airport transits”.
- 28.7** Off-going crew have the option of breaking their journey home if they can demonstrate to the Master a need based on:
- (a) Hours of work performed in the 24-hour period prior to leaving the Vessel;
  - (b) Time of crew change; and
  - (c) Flight times.
- 28.8** Travelling expenses reasonably incurred shall be reimbursed within 28 days upon production of an original tax receipt within three months of the expense being incurred.
- 28.9** **Joining Vessel at Foreign Port**

When joining a Vessel being imported to Australia from a port outside of Australia, all Employees will receive a full induction to the Vessel in accordance with the Employer induction procedures, prior to the departure of the Vessel.

Arrivals between 0600 and 1200 hours	All other circumstances
Employees travelling on flights of less than six hours’ duration will be required to join the Vessel on the day of arrival at the port outside of Australia or as agreed by Employer and Employee.	Employees will be provided with overnight accommodation at a hotel, and join the Vessel before noon the following day, provided that a minimum 10-hour rest period will be allowed or as agreed between Employer and Employee.

## **28.10 Returning a Vessel to a Foreign Port**

When returning a Vessel to a port outside of Australia the following repatriation arrangements, at the Employer's expense, shall apply:

### **(a) Arrivals in Port Prior to 1200 Hours**

Where the Vessel arrives in Port prior to 1200 hours and Employees are able to leave the Vessel without delay and with a minimum of four hours' notice of flight departure and where their flight will not exceed nine hours' duration, then Employees will be expected to fly out on the day of arrival. Agreement provisions regarding day rooms in hotels also apply.

### **(b) All Other Circumstances**

Employees will be provided with overnight accommodation at a hotel and fly out on the first available flight the next day provided that a minimum 10-hour rest period has elapsed from arrival at the hotel.

## **28.11 Flight Club Arrangements**

When the Employer has access to a corporate rate to an airline club, the corporate rate will be made available to Employees.

## **28.12 Flights**

(a) Commercial airlines and accepted charter operators will be the normal mode of transport to and from the Vessels. However, in the event that it is deemed necessary to charter aircraft this shall be subject to a process of consultation with the Union and the affected Employees.

(b) Economy airfares will be provided.

(c) The Employer will reimburse an excess baggage up to a total of 30kg.

## **28.13 Duty Free on Vessels Travelling to and from Australia**

(a) Employees may bring on board duty free items, other than alcohol.

(b) Any penalties associated with a breach of Customs requirements will be the responsibility of the individual Employee and not the Employer. If the Employer is fined for the breach, the individual Employee will reimburse the Employer for any costs associated with the proceedings and penalties, if any.

## **28.14 Shore Leave**

(a) When a Vessel is in Port and suitable transport is accessible and available, then suitable transport will be provided upon request, for seafarers who are not required to remain on the Vessel to carry out operational tasks during their scheduled shift. Travel to and from the Vessel will be granted up to 50km each way, from the Port in which the Vessel is berthed.

(b) The Vessel Master or an Officer shall be responsible for arranging suitable transport and setting the times the shore leave transport departs the Vessel and returns to the Vessel.

(c) Suitable transport shall be a taxi, ride share vehicle or a charter vehicle.

(d) It is the responsibility of each person who proceeds on shore leave to return to the Vessel within the timeframe set by the Vessel Master to ensure the Vessel is able to leave Port at the scheduled time.

- (e) Any issue pertaining to the operation of this provision should be raised and dealt with through the consultative committee meetings.

## **29. ACCOMMODATION AND CATERING**

### **29.1 Keep**

- (a) The Employer will accommodate and keep the Employee on the Vessel upon which they are engaged, at the Employer's cost.
- (b) The best Australian shipboard standards will be provided taking into consideration the need to replenish perishables on a regular basis. Australian produce will be supplied by the Employer where possible.
- (c) The documentation of orders, quantities received, and condition of items provided to the Vessel will be encouraged to be undertaken by nominated ship's personnel, in order to allow monitoring at the Employer's annual review meeting.
- (d) The Employer will utilise catering expertise to deliver more effective outcomes including providing training where appropriate and cost effective.
- (e) It is understood that the most effective manner to address the quality and quantity of the supplies on a Vessel is through the provision of training and the establishment of Employer based committees with input from caterers.

### **29.2 Bedding and Other Utensils**

The Employer will provide for the use of the Employees:

- (a) All necessary eating and mess room utensils;
- (b) All bedding, including an innerspring mattress and cotton cover, counterpane, well-fitted pillows and covers, blankets and sheets and/or doonas and doona covers;
- (c) Two bath towels and adequate supply of toilet soap and washing soaps and powders; and
- (d) Sheets, doona covers, bath towels and pillowcases will be laundered at least weekly, counterpanes fortnightly, mattress covers monthly, and blankets and/or doonas every three months; and
- (e) Where there is no Steward on board, bed linen and towels will be sent on shore to be laundered on crew change day, if facilities are available within 50km of the Port where the Vessel is docked/ berthed.

### **29.3 Amenities**

- (a) A CD player with AM/FM radio capability, television and DVD player will be provided for each Vessel as practicable. Physical exercise equipment will be provided on board Vessels, where such equipment is sought and can be practicably installed and is considered by the Employer as safe to use.

#### **(b) Communications**

- (i) The Employer will on each Vessel provide Employees with access for private use to email (no attachments) and telephone/fax communications, where such

communications are available, in the most effective manner in accordance with the Employer's policy.

- (ii) The Employer will provide (and pay for) the minimum internet speed of 3Mbps (upload and download) onboard each Vessel by 30 October 2023.
- (iii) The Employer will provide ten minutes per week of private use satellite phone time to each Employee where mobile phone access to a network is not available at any time during the swing duration. The Employer may use either a phone card system or phone log system with the Employee agreeing to the use of payroll deductions for use in excess of the allowance.

**(c) Ship Board Standards**

- (i) Where any Vessel proposed to be covered by this Agreement is imported to work in the Maritime Offshore Oil and Gas Industry, the Employer and the Union will determine if a Vessel inspection prior to its mobilisation is necessary. The decision to undertake the inspection will take into account the age of the Vessel and the length of time since the Vessel was last in Australia.
- (ii) Following notification, the Employer and the Union will discuss issues relating to crewing and the appropriate schedule classification. The Union will make a decision whether or not to undertake the inspection having regard to the function of the Vessel, its age and the last time it was in Australia.
- (iii) The Employer and the Union will have a Memorandum of Understanding (MOU) between them. The MOU will provide the terms of reference and requirements etc of a union inspection.

**29.4 Cleaning Quarters**

- (a) The Master will ensure that the crew living quarters, passengers' accommodation, mess rooms, recreation rooms, bathrooms and lavatories are thoroughly cleaned daily.
- (b) An Employee will be required, in addition to their other duties during the ordinary hours prescribed by clause 23 (Hours of Work) of this Agreement, to perform the duties set out in subclause 29.4(a) (above) in respect of common areas and facilities. Within the intent of clause 24 (Duties and Crewing) and with the Master's consent, alternative arrangements as to the cleaning of common areas and facilities may be made between members of the crew.
- (c) Where the agreed catering crewing of a Vessel includes the duties of a Catering Rating performing laundry, including personal laundry, no additional payment for doing these duties will be payable.

**29.5 Minimum Catering Benchmark**

- (a) The following minimum catering benchmark crewing is agreed as follows:

POB	Catering crewing	Benchmark
0 to 7	Nil (no caterer is provided unless there is an 8 <sup>th</sup> person sent to the Vessel)	0
8 to 18	1 Cook	1
19 to 30	1 Chief Cook, 1 Cook, 1 Caterer	3
31 to 40	1 Chief Cook, 1 Cook, 1 Chief Steward, 1 Caterer	4
41 to 50	1 Chief Cook, 1 Cook, 1 Chief Steward, 2 Caterer	5
51 to 60	1 Chief Cook, 1 Cook, 1 Chief Steward, 1 Caterer and 2 Cook-Caterers	6
61 to 70	1 Chief Cook, 1 Cook, 1 Cook-Baker, 1 Chief Steward and 3 Caterers	7

<b>POB</b>	<b>Catering crewing</b>	<b>Benchmark</b>
71 to 85	1 Chief Cook, 2 Cooks, 1 Cook-Baker, 1 Chief Steward and 3 Caterers	8
86 to 95	1 Chief Cook, 1 Cook-Baker, 1 Cook, 1 Cook-Caterer, 1 Chief Steward and 4 Caterers	9
96 to 111	1 Chief Cook, 2 Cooks, 1 Cook-Baker, 1 Chief Steward and 5 Caterers	10

Apply one caterer per 12.5 POB, where POB exceed 111.

- (b) Should there be disagreement, the numbers will be determined according to the criteria below:
- (i) Size and configuration/layout of the accommodation and deck levels; Public areas; Number of cabins/berths to service;
  - (ii) POB at any given time;
  - (iii) Laundry service and equipment;
  - (iv) Galley layout and equipment;
  - (v) 12- or 24-hour operations;
  - (vi) Duties and STCW 95.
- (c) When a Vessel is engaged on installation or modification work of a 24-hour operational nature and a Specialist Vessel, if an additional Employee is required due to the hours of work requirements of STCW 95, a cook/caterer will also be engaged for this time.
- (d) For the purposes of calculating catering benchmark crewing, up to three PIRs, TIRs, cadets or trainees (in total) may be excluded from calculating POB, provided those persons are on-board in a supernumerary capacity.

## **29.6 Other Catering Matters**

- (a) A Chief Steward, Chief Cook, Cook or Steward will be paid up to two Dead days, for time spent, at the request of the Employer, to compile an order before joining.
- (b) A Chief Steward, Chief Cook, Cook or Steward employed by the Employer will have at least 12 months of sea time within the previous 3-year period prior to engagement.
- (c) Where the Employer can demonstrate that no Chief Steward, Chief Cook, Cook or Steward are available that fits the criteria at 29.6(b), the Employer will consult and agree with the Union regarding alternate options.

## **30. INSURANCES**

### **30.1 Navigation Act and SRC Act**

- (a) Nothing in this Agreement shall be construed as limiting the rights of any Employee under the Navigation Act.
- (b) The provisions of the Marine Orders, and of Chapter 2 of the Navigation Act apply to Employees engaged under this Agreement.
- (c) The provisions of the SRC Act apply to Employees engaged under this Agreement.
- (d) Notwithstanding clause (c) above, in the event insurance coverage does not provide the Employees full SRC Act entitlements an exemption to the SRC Act Obligations must be made by the Employer to the Seacare Authority.

- (e) If during the term of this agreement insurance which provides the Employees full SRC Act entitlements becomes available to the Employer, the Employer will immediately obtain that insurance.
- (f) If insurance does not provide the Employees full SRC Act entitlements, clause (c) above will not apply and the Employer agrees to the following in lieu:
  - State Workers' Compensation – The Employer undertakes that the State and Territory Workers Compensation will cover all Australian Employees where the Employer has operations and where Employees are required to work.
  - Journey Cover – The Employer agrees to cover Employees for any injury incurred between their Nominated Home address and their place of work.
  - Wages Coverage – The Employer agrees to cover any shortfall between the State Workers Compensation weekly payments and the Employee's normal weekly salary for a maximum period of five years.
  - Medical Expenses – The Employer agrees to cover costs where a shortfall exists between the medical expenses incurred due to a workplace injury, where the State Workers Compensation Scheme, Medicare and/or personal medical insurance has been exhausted, and the medical expenses which the Employee would otherwise be entitled if the SRC Act applied, up to a maximum period of five years.
  - Group Personal Accident & Sickness Insurance – The Employer agrees to provide coverage for accident and sickness. The coverage includes paying:
    - A Lump Sum Accidental Death Benefit of AUD \$750,000;
    - An Infections Death Benefits of AUD \$375,00. The Employer will provide benefits of no less than these amounts.
- (g) For the avoidance of doubt, the provisions of (f) above will not apply during any period the Employer is able to obtain an insurance policy which will cover all Employees with full SRC Act entitlements.
- (h) If for any reason the SRC Act does not apply to the Employee's employment, the Employer and the Employees shall still carry out all obligations, and the Employer shall be entirely responsible for all entitlements, in accordance with the SRC Act as if the SRC Act applied to the Employee's employment.

### **30.2 Salary Continuance Insurance**

- (a) The Employer will provide and pay for insurance against loss of salary for each Permanent Employee where a Permanent Employee is unable to commence a scheduled on duty period due to either an accident incurred whilst on leave or due to illness.
- (b) Any benefit paid to a Permanent Employee as a result of this insurance cover is in addition to any benefit obtained under the relevant sections of the Navigation Act.
- (c) The insurance cover under this subclause 30.2 will be based on the following conditions:
  - (i) The insurance will commence from the day that a Permanent Employee is unable to commence a scheduled on-duty period due to either illness or an accident that occurred whilst the Permanent Employee was on leave.
  - (ii) The benefits provided to a Permanent Employee by this insurance cover shall be limited to a maximum of ten weeks in first year of service and 12 weeks in each subsequent year of service, regardless of the number of accidents or illnesses suffered by the Permanent Employee in any year of service.
  - (iii) For the purposes of subclause 30.2(c)(iii), "year of service" shall be calculated from each Permanent Employee's commencement date with the Employer. From the commencement date of this Agreement, each Permanent Employee will be entitled to claim the appropriate maximum entitlement up until the commencement of their



next “year of service”, provided the maximum entitlement does not exceed the period of time between the date of this Agreement and the commencement of their next year of service. Where an employee has less than 10 or 12 weeks before commencement of their next year of service, their maximum entitlement will be the remaining period of the current year of service.

- (iv) The maximum entitlements prescribed in this clause do not accumulate from year to year.
  - (v) During a period covered by this subclause 30.2, a Permanent Employee will neither accrue nor use leave.
  - (vi) Over the period of the insurance a Permanent Employee will receive 75% of their Aggregate Salary prescribed by this Agreement.
- (d) Benefits provided by this subclause 30.2 shall cease when the Permanent Employee is certified as fit to resume duty by a qualified medical practitioner or upon reaching the maximum limit of the insurance benefits as prescribed in subclause 30.2(c), whichever is sooner.

No medical expenses are payable under this insurance.

## **PART 6: Leave and Public Holidays**

### **31. PERSONAL/CARER'S LEAVE AND COMPASSIONATE LEAVE**

- 31.1** This Agreement (under subclause 25.2 (Two Crew Duty System)) gives full effect to the NES entitlements to personal/carer's leave and compassionate leave.
- 31.2** Arrangements for taking sick leave will be governed by the Navigation Act and the SRC Act (see clause 32 (Sick Employees Landed)).
- 31.3** Applications for compassionate leave will be considered and granted in accordance with the NES.
- 31.4** In addition, upon request, in the event of a serious illness, death or unexpected emergency affecting a member of the Employee's immediate family, the Employer will repatriate the Employee to their Nominated Home Address. The Employer will endeavour to fill the resulting vacancy as promptly as possible.
- 31.5** "Employee's immediate family" means:
- (a)** A spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the Employee;
  - (b)** A child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the Employee.

### **32. SICK EMPLOYEES LANDED**

- 32.1** The provisions of Sections 68 and 69 of the Navigation Act and the SRC Act, will apply in respect of all Employees covered by this Agreement. Provided that if an Employee is landed at a port other than the Employee's Home Port, the Employee is to receive in addition to the benefits prescribed in the Navigation Act and SRC Act, the keep or meal and bed allowance referred to in clause 21 (Allowances) of this Agreement until the Employee's arrival at their Home Port.
- 32.2** The provisions of section 68 of the Navigation Act will be deemed to apply where an Employee is in transit to and from work.

### **33. COMMUNITY SERVICE LEAVE**

- 33.1** Applications for community service leave will be considered and granted in accordance with the NES.

### **34. PUBLIC HOLIDAYS**

- 34.1** This Agreement (under subclause 25.2 (Two-Crew Duty System)) gives full effect to the NES entitlements to public holidays.

## **35. ANNUAL LEAVE**

- 35.1** This Agreement (under subclause 25.2 (Two-Crew Duty System)) gives full effect to the NES entitlements to annual leave.

## **36. PARENTAL LEAVE**

- 36.1** Applications for parental leave will be considered and granted in accordance with the NES.

## **37. LONG SERVICE LEAVE**

- 37.1** Employees will not receive a lesser entitlement of Long Service Leave than that which is provided in the applicable State or Territory Long Service leave legislation.

- (a)** An Employee who has completed at least 10 years' continuous service with the Employer shall be entitled to 13 weeks' long service leave paid at their Aggregate Salary rate of pay. For every five (5) years of continuous employment with the Employer thereafter, an Employee shall be entitled to a further 6.5 weeks long service leave paid at their current Aggregate Salary. This entitlement will operate prospectively from the approval date of this Agreement.
- (b)** Cadets, Trainees and ASTs are not entitled to any long service benefits under this provision although nothing in this clause alters any entitlements that these Employees may have under applicable State/Territory laws.
- (c)** For the purpose of this clause, continuous service has the meaning given to it by section 22 of the Fair Work Act.

### **37.2 Long Service on Termination**

- (a)** Where an Employee has completed at least seven (7) years continuous service with the Employer, and the employment is terminated:
  - (i)** For any reason other than misconduct; or
  - (ii)** By death of the Employee.

the amount of long service leave shall be prorated and paid to the Employee in accordance with clause 37.2.

- (b)** If a Permanent Employee is made redundant and has not completed ten (10) years continuous service, they shall be entitled to a pro rata payment of accrued but untaken long service leave up to the date of termination provided the Employee has completed the following:
  - (iii)** Involuntary redundancy – three (3) years continuous service;
  - (iv)** Voluntary redundancy – five (5) years continuous service.

### **37.3 Leave in Advance**

The Employer and Employee may agree to the Employee taking long service leave in advance of it being accrued and due. Where long service leave is granted and taken in advance and employment is subsequently terminated, the Employer retains the right to deduct from the Employee's final payment an amount that represents payment for the period of long service leave.

## **38. FAMILY AND DOMESTIC VIOLENCE LEAVE**

- 38.1** An Employee, including a casual Employee, experiencing family and domestic violence is entitled to 10 days per year of paid family and domestic violence leave for the purpose of:
- (a)** attending legal proceedings, counselling, appointments with a medical or legal practitioner;
  - (b)** relocation or making other safety arrangements; or
  - (c)** other activities associated with the experience of family and domestic violence.
- 38.2** In addition, an employee, including a casual employee, who provides support to a person experiencing family and domestic violence is entitled to access family and domestic leave for the purpose of:
- (a)** accompanying that person to legal proceedings, counselling, appointments with a medical or legal practitioner;
  - (b)** assisting with relocation or other safety arrangements; or
  - (c)** other activities associated with the family and domestic violence including caring for children.
- 38.3** This leave will be in addition to existing leave entitlements, may be taken as consecutive or single days or as a fraction of a day, and can be taken without prior approval.

## PAY SCHEDULE

The Aggregate Salary referred to below shall apply from the first pay period commencing on or after the designated date.


Classifications	Commencement Rate	1 <sup>st</sup> March 2025 (3% or CPI whichever is greater)	1 <sup>st</sup> March 2026 (3% or CPI whichever is greater)
CIR	\$173,523	\$178,729	\$184,091
IR/CRANE OP	\$173,523	\$178,729	\$184,091
IR	\$165,260	\$170,218	\$175,325
CHIEF COOK	\$173,523	\$178,729	\$184,091
COOK	\$165,260	\$170,218	\$175,325
CHIEF STEWARD	\$173,523	\$178,729	\$184,091
STEWARD	\$165,260	\$170,218	\$175,325

**(a) Notes:**

- (i) The figures in above table at 1<sup>st</sup> March 2025 and 1<sup>st</sup> March 2026 may require adjustment with regard to the actual CPI value of that particular year.
- (ii) The above rates exclude casual loading.

# SIGNATURES

SIGNED FOR AND ON BEHALF OF  
**Siera Marine Management Pty Ltd:**


Signature: 

Date: 12 July 2024

Name: Samuel Coote – Managing Director

Address: Unit 8, 24 Parkland Road  
Osborne Park Western Australia 6017

**Witnessed by:**

Signature: 

Date: 12 July 2024

Name: Eric Duck

Address: Unit 8, 24 Parkland Road  
Osborne Park Western Australia 6017

SIGNED FOR AND ON BEHALF OF  
**THE EMPLOYEES:**


Signature: 

Date: 25/07/2024

Name: Warren Smith - Deputy National Secretary

Address: Level 2, 365-375 Sussex Street  
Sydney, NSW, 2000

**Witnessed by:**

Signature: 

Date: 25/07/2024

Name: Lauren Carr - National Membership Assistant

Address: Level 2, 365-375 Sussex Street  
Sydney, NSW, 2000