

Solstad Australia Pty Ltd and MUA

Offshore Oil and Gas Enterprise Agreement 2023

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PART 1: APPLICATION AND OPERATION

1. Title

- 1.1 This Agreement is the Solstad and MUA Offshore Oil and Gas Enterprise Agreement 2023.

2. Nominal Expiry Date

- 2.1 This Agreement will commence to operate in accordance with the Fair Work Act being 7 days after the FWC approval of the Agreement and it has a nominal expiry date of 1 August 2027.
- 2.2 The parties will commence negotiations for a replacement agreement eight months prior to the nominal expiry date.

3. Definitions

- 3.1 All references to Acts, Regulations, Conventions Orders, or Solstad policies and procedures in this Agreement are to be construed as references to those Acts, Regulations, Conventions Orders or Solstad policies and procedures as amended from time to time.
- 3.2 In this Agreement unless expressed otherwise:

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

“**AHTS**” means a vessel designed and equipped to perform anchor handling tug support that is engaged in or in association with offshore oil and gas operations and provides any or all related services such as anchor handling, towage, carriage of cargo, underwater inspection, seabed clearance, remotely operated vehicle (ROV) operations, pipe reel operations, etc.

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

“**At Sea**” means being outside the harbour limits of a Port.

“**Casual**” means an Employee that is not employed as a permanent Employee and has no guaranteed work.

“**Construction Project**” means work involving the installation of new jackets, topsides, pipelines, flow lines, risers and associated mooring systems for offshore platforms, monopods, FPSO’s and FSO’s. It does not include remedial work, maintenance, repair or replacement of existing jackets, topsides, pipeline, risers, mooring systems or associated infrastructure.

“**CPI**” means Consumer Price Index (All Groups) released by the Australian Bureau of Statistics, taken from the national weighted average of 8 capital cities from 30 June, the preceding year.

“**Construction Spread**” means Offshore Construction site.

“**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” for the purposes of clause 27, means Host Plus Superannuation Fund or any successor fund.

“Duty Day” means a day of work on a vessel that attracts a Day’s pay and accrues a daily leave component to the Employee’s leave balance.

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

“Employer” or **“Solstad”** means Solstad Australia Pty Ltd (ACN 105 011 989) or any amended company name including, but not limited to Solstad Australia Pty Ltd that maintains the same ACN 105 011 989.

“Experience” means the length of continuous service with Solstad.

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

“Fleet SCC” is defined at clause 11 of this Agreement.

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

“FWC” means the Fair Work Commission.

“Home Port” means the Australian regional airport closest to an Employee’s Nominated Home Address in Australia at which the Employee was engaged, or any other port mutually agreed upon between the Employer and the Employee.

“Hydrocarbons Industry” means:

- (a) The exploration and /or drilling for hydrocarbons by the use if on and offshore drilling rigs or platform drilling rigs or any other means;
- (b) The preparatory work and development of an oil and 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 re 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.

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

“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.

“Leave Day” deducts one Day from the Employee’s leave balance.

“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 under way or at anchor or secured to another vessel or structure whether inside or outside the defined limits of a Port. Where a vessel is a MODU location means the area in which the MODU is to drill.

“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.

“MLC” means the Maritime Labour Convention.

“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 Employee’s usual place of residence.

“Off Duty” commences the Day the Employee leaves their vessel.

“OSHMI” means Occupational Safety and Health Maritime Industry.

“Officer” means a person engaged or employed by Solstad in the classification or capacity of Deck Officer or Engineer Officer.

“On Duty” commences the Day the Employee joins their vessel.

“Performance and Behaviour” refers to performance evaluations and disciplinary processes and records with Solstad in accordance with current custom and practice.

“Persons on Board” means all persons on board for a 24-hour period but does not include Trainees and cadets in a supernumerary capacity. The maximum number of supernumerary Trainees and cadets excluded counting towards the Persons on Board is five.

“Platform 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 supply/support Vessel.

“Platform Supply Vessel - Category 1” means a Platform Supply Vessel up to and including 64 metres in length.

“Platform Supply Vessel - Category 2” means a Platform Supply Vessel over 64 metres in length.

“Port” includes a bay, a river and 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 a 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.

“SCC” means the Solstad Consultative Committee.

“Skills” means formal training and qualifications to fulfil the Solstad job description.

“Solstad” means Solstad Australia Pty Ltd (ACN 105 011 989) or any amended company name including, but not limited to Solstad Australia Pty Ltd that maintains the same ACN 105 011 989.

“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 freespan corrections on new pipelines, new subsea installations using a crane or saturation diving from a DP2 Vessel or any of the following types of Vessels:

- Floatel and/or self-propelled semi-submersible accommodation barge;
- 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 seismic Vessel),

unless otherwise classified under this Agreement.

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

“Swing-off day” means the day of departure from the Vessel under the two-crew duty system and is treated as a Dead Day other than as expressly provided by this Agreement.

“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.

“Trainee” or **“TIR”** means a person or persons employed by Solstad pursuant to clause 35 of this Agreement.

“Transit Voyage” means a voyage into Australia 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 with Australian waters when a vessel is travelling to Lay Up in a different location or port.

“Union” means the Maritime Union of Australia, a division of the Construction, Forestry, Maritime, Mining, and Energy Union.

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

4. Coverage

- 4.1** This Agreement covers the Union, the Employer, and the Employees employed by the Employer to work in any of the classifications contained in this Agreement, whether or not they are at any 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 international voyages, Vessel delivery, Vessel redelivery, Vessels that are off hire or not on contract, Vessels which are Laid Up or on 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 constructions works in a Port or nearshore environment for the purpose 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 Army, 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-oriented 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 close body of water.
- j) Non-propelled barges or Vessels.

5. Relationship to Previous Agreement and Awards

- 5.1** This Agreement replaces all awards or agreements which might otherwise have application.
- 5.2** Nothing in the application in this Agreement is intended to exclude any provision of the NES under the Fair Work Act and/or Regulations. The NES will apply to the extent that any term of this Agreement is detrimental in any respect when compared with the NES.

6. No Extra Claims

- 6.1** It is agreed that there will be no extra claims by either party for the life of this Agreement.

7. Objects of the Agreement

- 7.1** This Agreement represents a commitment between Solstad and its Employees to operate their Vessels to a high level of professionalism in a viable and competitive manner; ensuring a high level of customer service whilst ensuring that all Employees are provided with rewarding and satisfying careers.
- 7.2** In developing this Agreement, Solstad 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)** Solstad and Employees agree to continually review 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 Solstad and its 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 Solstad Consultative Committee in pursuit of these endeavours; and
 - g)** To utilise the Dispute Settlement Procedure to resolve grievances or disputes.
- 7.3** Solstad and the Employees are committed to ensuring the ongoing viability of the employment of local seafarers in the Maritime Offshore Oil and Gas Industry.

8. Articles of Agreement

- 8.1** All the terms and conditions of this Agreement will be incorporated in any contract pursuant to the MLC.

PART 2: CONSULTATION, DISPUTE SETTLEMENT AND FLEXIBILITY

9. Delegates Charter

- 9.1** Solstad 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
- 9.2** The Master must be advised of appointment of delegates or change of delegates
- 9.3** 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 delegate without any discrimination in their employment;
 - b)** The right to formal recognition by Solstad or their representatives that endorsed delegates speak on behalf of the Employees they represent 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 Solstad where staff representation is appropriate such as:
 - (i)** Enterprise agreement negotiations; and
 - (ii)** Other matters agreed between Solstad 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 notice board;
 - h)** The right to take reasonable leave without pay to work with the respective Union at a time agreed with Solstad. Should this leave be granted it shall not break the Employee's service; and
 - i)** Nothing in this clause authorises the delegate to prejudice non-Union members in their employment or authorises Solstad to discriminate against non-Union members.

10. Monthly Meeting

- 10.1** Solstad will allow such Employees as the Master deems not necessary for the proper running and operation of the Vessel; to attend any authorised stop work 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 remuneration.

- 10.2** This clause applies to Vessels in the ports of Darwin, Dampier, Burnie, Fremantle, Adelaide, Melbourne, Sydney, Newcastle, Port Kembla, Brisbane, Broome and Devonport.
- 10.3** 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 Vessels, the Master deems it necessary that all Employees should be aboard.

11. Solstad Consultative Committee

- 11.1** A Solstad Consultative Committee (SCC) will maintain a direct link between the Employees and Solstad and will assist in achieving the Objects of the Agreement mentioned in clause 7.
- 11.2** The SCC shall meet at least once every six months to:
- a)** Assist in the implementation and monitoring of the operation of this Agreement;
 - b)** Maintain an open exchange of views between Employees, Solstad 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)** All previous custom and practice in relation to the SCC will continue to apply; and
 - f)** Consult about the following:
 - i.** The size and composition of the workforce;
 - ii.** The permanent benchmark threshold;
 - iii.** Employee training plans and training conducted;
 - iv.** The Shipboard Working Committee effectiveness;
 - v.** Crew changes and travel arrangements;
 - vi.** Leave balances;
 - vii.** Casual earnings;
 - viii.** Training in accordance with Clauses 31 – 38 of this Agreement inclusive;
 - ix.** The employment and number of TIRs;
 - x.** The operation of the Solstad Drug and Alcohol Policy and Clause 53 of this agreement;
 - xi.** The appointment of IRs to Chief IR positions;
 - xii.** Catering issues; and/or
 - xiii.** Vessel amenities including recreational, gym, and safety equipment.
- 11.3** All mutually agreed outcomes as documented in the minutes of the Consultative Committee meeting shall be binding on both parties.

- 11.4** Information provided for the meeting 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.
- 11.5** The SCC meeting may include officials of the Union, delegates, other Employees and management.
- 11.6** The composition of the SCC will include up to three (3) Employer representatives, a representative of the Union, two Integrated Ratings and one Cook or Caterer. For continuity purposes, changes to representation shall be avoided as much as possible and Solstad will accommodate the availability of delegates to the extent that it is reasonably practicable.
- 11.7** Solstad will provide for review at the meetings, all necessary relevant data such as, crewing, training plans and earnings other than confidential business information.
- 11.8** Procedures for preventing and settling disputes between Solstad and the Employees are contained within the dispute's settlement procedure in this Agreement and are not part of the SCC brief.
- 11.9** Attendance at the SCC meetings will be paid as Dead Days and will operate in a manner consistent with the Delegates' Charter. 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.
- 11.10** In addition, Fleet Solstad Consultative Committee meetings (Fleet SCC), involving the representatives of this SCC and representatives of the Engineer and Officer Consultative Committees, can be held either side of a scheduled SCC. All aspects of this clause 11 also apply to the Fleet SCC meetings.

12. Consultation regarding Major Workplace Change

- 12.1** This clause applies if:
- a)** Solstad 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 Solstad.
- 12.2** Solstad must notify the relevant Employees of the decision to introduce the major change.
- 12.3** The relevant Employees may appoint a representative for the purposes of the procedures in this term. If a relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation and the Employee or Employees advise Solstad of the identity of the representative, Solstad must recognise the representative.
- 12.4** As soon as practicable after making its decision, Solstad must discuss with the relevant Employees:

- a) The introduction of the change;
 - b) The effect the change is likely to have on the Employees; and
 - c) Measures Solstad is taking to avert or mitigate the adverse effect of the change on the Employees.
- 12.5** Solstad 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 Employees; and
 - c) Any other matters likely to affect the Employees.
- 12.6** Solstad is not required to disclose confidential or commercially sensitive information.
- 12.7** Solstad 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 Solstad will invite the Employees to give their views on the impact of the change.
- 12.8** In this term, 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 Solstad's workforce or to the skills required of Employees
 - c) The elimination or diminution of job opportunities (including opportunities for promotion or tenure);
 - d) Permanent 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.
- 12.9** The transfer of Employees between Vessels is not considered to be a major change.
- 12.10** In this clause relevant Employees mean the Employees who may be affected by the major change.

13. Dispute Settlement Procedure

13.1 If a dispute relates to:

- a) A matter arising under this Agreement; or
- b) The NES; or
- c) 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 Employer's nominated representative.

If the matter remains unresolved:

➤ **Step 3:**

The matter will be referred for discussion between the appropriate Union Branch Official of the Union or other nominated representative and the Employer's nominated representative.

➤ **Step 4:**

In the event that the preceding steps have failed to resolve the matter and/or dispute, or if Steps 1-3 are not resolved within 10 calendar days of the initiation of Step 1, any person bound/covered by this Agreement including the Union or nominated other 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.

13.2 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 the parties to the dispute.

13.3 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 unless he or she has a reasonable concern about an imminent risk to his or her health or safety; and
- b) 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 deemed not safe; or
 - ii. Applicable occupational health and safety legislation would not permit the work performed.

13.4 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.

13.5 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.

13.6 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.

14. Flexibility Term

14.1 Solstad and an Employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of the Agreement with respect to arrangements about how and when work is performed following terms of this Agreement if:

- a) The arrangement meets the genuine needs of Solstad and the Employee in relation to either or both of the above matters; and
- b) The arrangement is genuinely agreed to by Solstad and the Employee; and
- c) It does not affect any other Employee covered by this Agreement;
- d) An individual flexibility arrangement must not include a reduction in leave or manning.

14.2 Solstad 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.

14.3 Solstad must ensure that the individual flexibility arrangement:

- a)** Is in writing; and
- b)** Includes the name of Solstad and the Employee; and
- c)** Is signed by Solstad and the 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)** The terms of this Agreement that will be varied by the arrangement; and
 - (ii)** How the arrangement will vary the effect of the terms; and
 - (iii)** 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.
 - (iv)** States the day on which the arrangement commences.

14.4 Solstad must give the Employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.

14.5 Solstad or the Employee may terminate the individual flexibility arrangement:

- a)** By giving more than 28 days written notice to the other party to the arrangement;
or
- b)** If Solstad or Employee agree in writing at any time.

PART 3: EMPLOYMENT TYPES AND TERMINATION

15. Recruitment, Selection and Engagement of Employees

15.1 Solstad may use a range of recruitment methods in selection of candidates for employment. In identifying suitable candidates for a position, Solstad 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.

Process

15.2 The process involved in engaging Employees and Trainees, is as follows:

- a) Establishment of a vacancy by Solstad (permanent or casual);
- b) Conduct recruitment (e.g. sourcing suitable candidates);
- c) Selection process in accordance with clause 15.3;
- d) Hiring individual (offer and acceptance of position); and
- e) Induction process in accordance with clause 15.5.

Selection

15.3 This clause sets out how candidates are selected:

- a) This process must be non-discriminatory and satisfy all legislative requirements. Solstad will source candidates through applications on file, advertising, and/or other sources;
- b) Checks of candidates will be conducted to verify credentials (references as to relevant previous employment, sight certificates of competency etc.);
- c) Interviews will be conducted with suitable candidates in accordance with clause 15.4; and
- d) An offer of employment will be made to the best candidate based on merit, subject to meeting the criteria for the position, medical standards, legislative, and Solstad operational requirements.

Interview Process

15.4 The interview process should target the possession of competencies and personal disposition to undertake the required work. The following will be the basis of the interview:

- a) Qualifications/Training/Certification. Applicant to supply physical evidence of qualifications/training attended/certificates gained as appropriate;
- b) Previous experience. Obtain information on the different classes of Vessel worked on in a relevant capacity and the nature of activities undertaken;
- c) Communication, comprehension, interpersonal and motivational skills;
- d) Obtain information about the applicant's general education and training.

- e) Assess verbal skills and ability to describe situations; ability to comprehend questions, descriptions of situations etc.;
- f) Assess attitudes to the relevant work and ability to work as an effective team member;
- g) Assess suitability to work in a confined environment and socially integrate in this environment whilst working offshore;
- h) Physical fitness. Can demonstrate medical fitness to meet national and international maritime safety requirements (refer to Marine Order 9, STCW and Flag State);
 - (i) Personal Development, including:
 - (ii) Information on the applicant's aspirations/career plan in both short and longer terms;
 - (iii) Additional skills the applicant has or might be learning or is prepared to obtain.

Induction and Contract

15.5 Prior to the commencement of employment, Solstad shall provide the Employee or Trainee with a written offer of employment which contains at least the following:

- a) Specification of the term of the employment;
- b) Induction requirements, including:
 - (i) Personnel details forms completed;
 - (ii) Tax declaration completed;
 - (iii) Employer policies issued, explained, sighted and acknowledgment signed;
 - (iv) Induction to Vessel, routine safety requirements, jobs/work needs explained and understood, and any other Solstad requirements.

16. Types of Employment

General

- 16.1** Solstad will give Australian seafarers full fair and reasonable opportunity to be employed in preference to non-Australian seafarers, subject to applicable laws.
- 16.2** Solstad 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.
- 16.3** In the event that Solstad engages a contractor to supply personnel to fill any of the classifications covered by this Agreement, it will ensure they are paid wages and conditions no less favourable than those provided in this Agreement.
- 16.4** The Employer will engage Employees directly, in preference to labour hire employees, wherever possible.

- 16.5** Solstad will continue its commitment to indigenous training opportunities as part of our philosophy on local content and inclusiveness.
- 16.6** Employees under this Agreement will be employed under one of the following statuses:
- a)** Casual; or
 - b)** Permanent.
- 16.7** Trainee Integrated Ratings will be employed according to clause 32 Solstad's Traineeship Program.

Casual Employment

16.8 Casual Employment

- a)** A Casual Employee will be engaged as such and will be paid a casual loading of 25% over the life of the agreement in accordance with clause 16.8(b), this casual loading is paid in lieu of:
- (i)** Annual leave and personal/carer's leave;
 - (ii)** Private health insurance;
 - (iii)** Short-term loading; and
 - (iv)** Contingencies and training days.
- b)** Casual loading will be 21.5% upon approval of the Agreement and shall increase as follows:
- (i)** On the first full pay period after 1st May 2024 casual loading increases to 23%
 - (ii)** On the first full pay period after 1st May 2025 casual loading increases to 24%;
 - (iii)** On the first full pay period after 1st May 2026 casual loading increases to 25%.

Casual Conversion

- 16.9** A Casual Employee who has worked regularly for the Employer for three (3) consecutive swing cycles in the previous 12-month period may apply for permanent employment with the Employer. Subject to clause 16.8.1, an Employee will be granted permanency and will commence as a permanent in the next pay cycle.
- 16.10** If a Casual Employee makes a request for permanency under subclause 16.8, the Employer will grant the Casual Employee permanent employment, unless converting the Casual Employee to permanent employment would result in redundancies occurring within the following 12 months.
- 16.11** Nothing in this clause requires a Casual Employee to convert to permanent employment.

Casual Employee engagement

- a)** A Casual Employee will be paid on a fortnightly basis.

- b) A Casual Employee will accrue leave as per subclause 49.2.
- c) Where a Casual is not rostered on or engaged to perform work on board a Vessel, the following applies:
 - d) the Employer will continue to pay the Employee on a fortnightly basis.
 - e) the quantum equivalent to the Employees' fortnightly pay, and
 - f) this payment will be deducted from the Employees' accrued leave until the accrued leave is exhausted.
 - g) 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.
 - h) For the avoidance of doubt, a Casual Employee remains an Employee of the Employer during the period referred to in sub-clause (c).
 - i) Where a Casual Employee elects to be paid out, clauses (d) and (e) will not apply.

Permanent Employment

- 16.12** A permanent Employee is an Employee whose term of employment is for an indefinite period, either full time or part time.
- 16.13** This clause sets out when Employees can be made permanent, specifically:
- a) Except where otherwise agreed between Solstad and the Employee, where Casual employment is regular for a period of more than one year, the Employee will be offered permanent employment by Solstad, subject to the permanency benchmark and the ratio of permanents to Casuals and conditions in this clause.
 - b) Regular employment will mean a combined period of 10 months duty and accrued leave in any 12-month period. The act of paying out leave will not remove the obligations under this clause.
 - c) Selection will be non-discriminatory and based on the Employee's Skills, Experience, Performance and Behaviour:
 - d) On being offered permanent employment, the Employee will be deemed permanent and paid as such unless the Employee and Solstad agree otherwise.
- 16.14** Solstad will make every reasonable endeavour to maintain this minimum rate of permanency throughout the life of this Agreement.
- 16.15** Permanency remains an agenda item for the SCC consultation for the life of this Agreement and the maintenance of the minimum 70% rate will be managed through this process.

17. Transfer of Employment between Vessels

- 17.1** Solstad may transfer Employees between Vessels.
- 17.2** The transfer will be consistent with applicable equal employment opportunity laws.

17.3 Employees will be provided with reasonable notice if any transfer is to be made.

18. Probation

18.1 Permanent Employees are initially engaged for a probationary period of employment up to the first three completed full duty cycles or six months whichever comes first.

18.2 At the end of the probationary period of employment, subject to meeting specified competencies and the performance requirements of Solstad, the employment will be confirmed.

19. Performance Evaluation

The personal performance process is in accordance with Solstad's current custom and practice.

20. Disciplinary Process

Solstad's disciplinary process shall be in accordance with the applicable policies and procedures.

21. Termination of Employment

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

a) For a permanent Employee who has been continuously employed with Solstad at the end of the day the notice is given for:

- (i)** Less than a year – 14 days' notice;
- (ii)** One year or more – 28 days' notice; and
- (iii)** More than five years and is over 45 years of age – the Employee will receive an additional one week's notice from Solstad.

b) For Casual Employees:

- (i)** A minimum of seven days' notice when onshore and rostered to work;
- (ii)** In the event notice is given while offshore, the Employee must remain on the Vessel until the crew change;
- (iii)** When a Casual Employee is informed in writing of the length of a Casual engagement and has not agreed to the employment yet then the notice period will not apply;
- (iv)** When the project ceases ahead of the expected completion date and the notice period cannot reasonably be given then the notice period will not apply.

21.2 If an Employee fails to give the required notice, subject to section 324 of the FW Act, Solstad may withhold from any monies due to the Employee on termination under this Agreement, an amount not exceeding the amount the Employee would have been paid under this Agreement in respect of the period of notice required by this clause less any period of notice actually given by the Employee.

- 21.3** If the Employee owes Solstad money at the time of termination (e.g. negative leave as per clause 51), subject to section 324 of the FW Act, Solstad may withhold from any monies due to the Employee on termination under this Agreement, an amount equal to the amount the Employee owed Solstad.

22. Dismissal for Misconduct

- 22.1** Solstad may terminate an Employee's employment without giving any notice if an Employee engages in any serious misconduct (including serious safety breaches) or any unlawful conduct (including a refusal to obey a lawful order of any Officer of a Vessel). The Employee will immediately cease to be entitled to any of the provisions regarding travel or any other remuneration or reimbursement.
- 22.2** When the Vessel is At Sea at the time of the misconduct, the instant dismissal will be on arrival of the Vessel on the next Port of call.

23. Redundancy

Redundancy Process

- 23.1** Where the number of permanent Employees exceeds the number of positions available, the following process will be applied (For the purposes of redundancy, CIR and IR are to be taken as the same classification):
- a)** Solstad will inform the Union of the redundancy situation; and
 - b)** Solstad will determine the number of redundant positions.
- 23.2** Solstad may seek expressions for voluntary redundancy at any stage during the redundancy process (and accept any such voluntary redundancies).
- 23.3** Prior to any retrenchments, Solstad will first exhaust the following provisions in order to assist the employment of all Employees:
- a)** Job share arrangements.
 - b)** Leave balances in excess of an Employee's swing cycle (i.e. 28 or 35 days) will be taken;
 - c)** Employees will be encouraged to take long service leave;
 - d)** Employees will be encouraged to apply for study leave; and
 - e)** Employees will be encouraged to take part paid or unpaid leave by mutual agreement.
- 23.4** Prior to any redundancies, Casual Employees will be replaced by permanent Employees of the same classification on a last on first off basis.
- 23.5** Employees will be made redundant in the following order:
- a)** Redundancies will be voluntary in order of seniority and;
 - b)** The balance of redundancies will be based on the below points system.

Length of Service

- 23.6** Employees will accrue 2 points per year of service (uncapped). Points will accrue from the date of permanent employment with Solstad.

Discipline and Conduct

- 23.7** Employees will be deducted 5 points for each formal breach of the applicable Solstad policies and procedures. The breach must be recorded in a formal written warning for the deduction to occur.
- 23.8** Formal breaches last for a maximum of 18 months at which point they will expire and be wiped from an Employee's record and any deducted points will be reinstated.
- 23.9** There shall be no point deductions based on any performance reviews conducted by Solstad representatives.
- 23.10** Where two Employees have the same points, the longest serving Employee will retain employment.
- 23.11** As per applicable Solstad policies and procedures, Employees will have the opportunity to appeal any formal written warning.
- 23.12** If, in exceptional circumstances, either Solstad or the Union consider it necessary to depart from clause 23.4 the matter will be discussed and where agreed, an alternative formula will be applied. Where agreement on an alternative formula cannot be reached, the matter will be dealt with in accordance with clause 13 (Dispute Resolution Procedure).

Redundancy Payment

- 23.13** Where employment is terminated because of redundancy, an Employee will be entitled to redundancy pay in accordance with the NES for the first two years of continuous service and then, three weeks per year of continuous service thereafter, at the permanent Employee's current annualised salary and pro rata for completed months.
- 23.14** A redundancy payment will not exceed 78 weeks.
- 23.15** For the purpose of redundancy pay, continuous service commences when the Employee is made permanent.
- 23.16** For the sake of clarity, Casual Employees and Trainees are not entitled to any redundancy benefits under this provision.

PART 4: REMUNERATION AND MONETARY MATTERS

24. Remuneration

- 24.1** An Employee under this Agreement will be paid at the rate of the total annual salary prescribed in the Salary Schedule in clause 26 applicable to that Employee's classification and employment.
- 24.2** The remuneration in this Agreement have been fixed on the basis that except where otherwise provided in this Agreement it takes into account all aspects and conditions of employment.
- 24.3** Except where expressly provided otherwise in this Agreement, the amounts payable to an Employee under this clause constitute the whole of an Employee's remuneration. Without limiting the generality of the foregoing, no additional or other payments are payable in respect of overtime or any penalty or disability of any kind or any other feature, incident or condition of employment. The rates of remuneration for parts of a year are computed as follows:
- a)** The monthly rate by dividing the annual rate by 12;
 - b)** The fortnightly rate by dividing the annual rate by 26; and
 - c)** The daily rate by dividing the annual rate by 364.
- 24.4** Remuneration will be paid at intervals of 14 days.
- 24.5** Isolation/Quarantine Payments
- A payment the equivalent of a Duty Day, will be provided to each Employee, if required to undertake quarantine or isolation. An allowance of \$110.00 per day shall also be payable without receipt, and in advance of entering quarantine/ isolation. Employees required to isolate on board a Vessel will be paid a Duty Day.
- 24.6** The payment of remuneration may be varied from fortnightly to a monthly payroll by agreement of a majority of all Solstad Employees covered by this Agreement.
- 24.7** In the event that an Employee is mistakenly overpaid, it is agreed that the amount will be repaid but no deduction shall be made before consultation and by written agreement with the Employee.

25. Casual Severance Provisions

- 25.1** The Severance provider will be selected by a majority vote of Employees which will take place within 3 months of registration of this Agreement.
- 25.2** the Selected Severance Provider shall remain the Severance Provider until this Agreement is terminated or replaced.
- 25.3** The Employer will make severance payments (payable on a monthly basis) to the Selected Severance Provider for all Casual Employees covered by this Agreement.

- 25.4** The Employer will facilitate the enrolment of all Casual Employees into the Selected Severance Provider.
- 25.5** Upon commencement of the Agreement, the Employer will pay a fixed rate of 1% of a Casual Employee's base day rate into the elected Severance Fund on behalf of each Casual Employee covered by this Agreement and an additional 1% from the 1st of May 2026 to a total of 2% over the life of the Agreement.

26. Salary Schedule

- 26.1** The annualised salaries referred to below shall apply from the first pay period commencing on or after the applicable date set out in the below table in clause 26.2.
- 26.2** The total annualised salary for each classification is as follows:

Classification	Applies from 24 October 2023	Applies from 1 May 2024 (+6%).	Applies from 1 May 2025 +3% or CPI whichever is greater.	Applies from 1 May 2026 +3% or CPI whichever is greater.
Chief IR	\$161,273	\$170,949	\$176,078	\$181,360
IR	\$153,593	\$162,808	\$167,693	\$172,724
Chief Cook	\$161,273	\$170,949	\$176,078	\$181,360
Cook	\$153,593	\$162,808	\$167,693	\$172,724
Chief Steward	\$161,273	\$170,949	\$176,078	\$181,360
Steward	\$153,593	\$162,808	\$167,693	\$172,724
PIR	\$58,902	\$62,437	\$64,310	\$66,239

Note: the figures in above table on 1 May 2025 and 1 May 2026 may require adjustment with regard to the actual CPI value of that particular year.

- 26.3** Solstad Employees employed (which includes Employees on leave) by Solstad on the date that the Agreement is approved by the FWC shall be paid an Agreement Approval Bonus of \$2500 (gross) in the first full pay period commencing after the approval of this Agreement by the FWC, provided there has been no protected industrial action after 20 July 2023.
- 26.4** The salaries set out in the table above rates apply from 24 October 2023 subject to approval of this Agreement by the FWC.

27. Superannuation Salary Sacrificing

- 27.1** The default superannuation fund is Host Plus Superannuation Fund (the Default Fund) or any successor fund which is an authorised MySuper product.
- 27.2** Solstad will make superannuation contributions on behalf of each Employee to the Default Fund or another complying fund at the Employee's election.

- 27.3** Contributions will be made fortnightly to the Employer's Superannuation clearing house in line with the fortnightly pay cycle.
- 27.4** The Employer and Employee contributions for all Employees will be calculated on the applicable remuneration rate (excluding casual loading, for Casual Employees).
- 27.5** Contributions will also 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.
- 27.6** Employer 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.
- 27.7** Superannuation contributions to 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).
- 27.8** Employees wishing to salary sacrifice must request and nominate the percentage of salary they wish to salary sacrifice in writing.
- 27.9** Contributions will be fully vested and will be preserved in accordance with the Superannuation Industry (Supervision) Act 1993 (Cth) and regulations.
- 27.10** The amount of salary sacrifice can be varied at intervals of six months only.
- 27.11** The effect of a salary sacrifice arrangement on an Employee's remuneration is as follows:
- a)** For the purposes of fortnightly pay and leave pay the reduced remuneration 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 annualised salary before any salary sacrifice will be used.
 - c)** Salary sacrifice to the superannuation scheme is on the basis that it remains cost neutral to Solstad. If at any time during an Employee's request to salary sacrifice superannuation (or whilst such sacrifice is occurring), there are material changes in taxation or superannuation laws, practices or rulings that materially alter the benefit to the Employee or the cost to Solstad of acting in accordance with the request, either the Employee or Solstad may, upon one month's notice in writing, terminate the request or arrangement.

28. Income Protection and Insurances.

- 28.1** Income protection insurance contributions for Permanent Employees are applied as follows:

- 28.2** The Income Protection Provider will be selected by a majority vote of Permanent Employees which will take place within 3 months of approval of this Agreement.
- 28.3** The Selected Income Protection Provider shall remain the Income Protection Provider until this agreement is terminated or replaced.
- 28.4** The Employer will pay contributions on a fortnightly basis on behalf of all Permanent Employees covered by this Agreement to the Selected Income Protection Provider at the fixed rate of 1.75% of the Employee's Aggregate Salary, inclusive of GST, stamp duty and entry or exit fees.
- 28.5** The Employer's contributions will be administered by the external Income Protection Provider. The external provider will manage all claims and pay outs.
- 28.6** 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 sub clause 27.7 above.

28.7 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 Chapter 2 of the Navigation Act, and Marine Orders apply to Employees engaged under this Agreement.
- c)** The provisions of the SRC Act apply to Employees engaged under this Agreement.
- d)** Notwithstanding subclause 28.7 (c) above, in the event insurance coverage does not provide the Employees full SRC Act entitlements an application for 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 become 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 5 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 Benefit of AUD \$375,000.
 - The Employer will provide benefits of no less than these amounts.

g) For the avoidance of any 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.

29. Allowances

29.1 The allowances do not apply when an Employee is employed on a Vessel working outside Australia with the exception of the clauses relating to private health insurance and Vessels wrecked or stranded and during dry docking and mobilisation and demobilisation voyages.

Air Conditioning

29.2 For any period in excess of four hours per day where the air conditioning has broken down and the temperature in the accommodation area is above 25 degrees Celsius as measured by the Master or his delegated representative an amount of \$33.00 per day in Southern Waters and \$42.00 per day elsewhere shall be paid.

Potable Water

29.3 \$33.00 per day for any period in excess of two days where the water condition on the vessel does not meet the Australian Standard for potable water as tested by a National Association Testing Authority approved laboratory.

Shared Accommodation

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

- a) An allowance of \$55.20 per day on each day an Employee shares a cabin or a bathroom/toilet with one other person;
- b) An allowance of \$67.20 per day on each day an Employee shares a cabin or a bathroom/toilet with two other persons;
- c) An allowance of \$79.20 per day on each day an Employee shares a cabin or a bathroom/toilet with three or more other persons;

Carriage of Extra Personnel

- 29.5** Any Vessel which is not designed to comfortably accommodate personnel in excess of 17, the following allowances shall be payable to Employees:
- a)** 18 to 27 Persons on Board \$28.32 per Duty Day;
 - b)** 28 or more Persons on Board \$56.40 per Duty Day.
- 29.6** These allowances compensate all Employees for all disabilities associated with the carriage of extra personnel including, but not limited to cramped conditions, shared facilities and noise.
- 29.7** An Employee who is already in receipt of the shared accommodation/shared bathroom/toilet allowance as per clause 29.5 is not also entitled the carriage of extra personnel allowance.

Sailing Short Handed

- 29.8** Solstad and Employees will ensure that Vessels sailing to sea 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.
- 29.9** No Vessel will operate in contravention of the provisions of the Navigation Act, Marine Orders, STCW and applicable flag state requirements.
- 29.10** Where a Vessel is required to sail to sea with less than its normal operational manning of Employees of a particular department, the Vessel will be taken to sea on the understanding that the daily wage of the absentee Employee will be divided amongst those remaining Employees on the Vessel who are employed under this Agreement, for the period of shorthandedness. The last day of short handedness is the day before the relief joins the Vessel.
- 29.11** The payment of shorthand monies will not apply, however:
- a)** Where the short handedness results from the granting of leave to an Employee on compassionate grounds; or
 - b)** When an Employee is absent due to having missed their flight or having failed a Drug and Alcohol test

Private Health Insurance Cover Allowance

- 29.12** Permanent Employees will be entitled an allowance, which will be paid fortnightly, for private health insurance upon annual provision of evidence of an intermediate health fund membership to Solstad.
- 29.13** This allowance is calculated from an agreed basket of health insurance funds (i.e., Bupa, HBF and MBP).
- 29.14** Permanent Employees earning less than \$180,000 as per the salary schedule in clause 26 will be entitled an allowance of \$4,899 per year when they take out family cover.

- Permanent Employees earning more than \$180,000 as per the salary schedule in clause 26 will be entitled an allowance of \$5,630 per year when they take out family cover.
- Permanent Employees who take out single cover will be entitled an allowance of \$4,201 per year.
- Solstad may provide by agreement Employer sponsored private medical cover in lieu of the allowance but with no less health insurance benefit than that provided for in this clause.

Protective and Industrial Clothing

29.15 Employees shall be entitled to a protective and industrial clothing allowance of \$770 per year, which shall be paid in equal instalments for each pay period. In addition, two pairs of high visibility overalls per annum, oil skins and sea boots shall be provided when required at no cost to the Employee.

Vessels Wrecked or Stranded

29.16 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 \$27.84 per hour in addition to any other rates.

29.17 If under such conditions an Employee sustains damage to or loses the Employee's equipment or personal effects, Solstad shall reimburse the Employee for such loss, but the amount of reimbursement shall not exceed the sum of \$4,989.

29.18 Internet Access

- a) The Employer will provide (and pay for) a minimum internet speed of 3Mbps (upload and download) onboard each Vessel within three months of the date of approval of this agreement by the FWC.
- b) The Employer will pay an allowance of \$50.00 per day after 72 consecutive hours of internet service being below the level stated above.
- c) 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.
- d) Solstad will apply 3mbps internet availability to crew accommodation and recreation areas on each vessel.

29.19 Anchor Handling Allowance

- a) As of 1 July 2025, 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 per day or part thereof.
- b) The allowance shall be payable for each day or part thereof, where the 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.

30. Expense Reimbursements

- 30.1 Any expenses incurred under clause shall be reimbursable upon production of an original tax receipt within six months of the expense.

Meals

- 30.2 Alcohol will not be included in any reimbursement or other payment by Solstad.
- 30.3 Any Employee required to pay for meals ashore or whilst travelling, will be paid up to the following allowances on production of original receipts:
 - 30.4 Breakfast \$30.24
 - Lunch \$38.76
 - Dinner \$58.32
- 30.5 In the event that the above allowances do not cover the cost of meals then Solstad will, on production of original receipts, meet the reasonable cost.
- 30.6 Where an in-flight meal is not available or is inadequate, an Employee will be entitled to the reimbursement rate up to the prescribed breakfast and/or lunch and/or dinner respectively, on production of an original receipt.

Travel

- 30.7 An Employee will be reimbursed for:
 - a) One taxi fare to or from the airport from the Employee's Nominated Home Address for the purposes of travelling to or from the Vessel, upon production of receipt, up to a maximum of \$200 per trip; or
 - b) An allowance based on the Australian Tax Office rate for a six-cylinder vehicle per kilometre of the distance travelled up to the cost of a maximum of \$200. This includes driving the vehicle back home where applicable.

Damage to Personal Effects

- 30.8 Where an Employee substantiates that in the course of the Employee's work, the Employee's clothing or spectacles have been damaged or destroyed, Solstad 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.

- 30.9** Payments for spectacle replacement, to a maximum of \$324 in any one year, will only be made where an incident form, as prescribed by Solstad, is lodged at the time the incident occurred. Where Solstad provides payment for private health insurance, Employees should first claim under that cover and any gap payments, up to the stated maximum, will be subsequently be paid.
- 30.10** Where carriage on board the Vessel is approved by Solstad, any personal electrical, electronic or computer equipment shall be insured by Solstad against theft or accidental damage.

Reimbursement of Costs for Certification and Medicals

- 30.11** Solstad will, upon submission of original receipts, reimburse an Employee for the cost of:
- a)** Medical examinations required for maintaining their employment which are not covered by medical insurance or any gap payment after utilising medical insurance;
 - b)** Associated travel cost in accordance with clause 30.7 for renewal of the Norwegian or AMSA medical certificate;
 - c)** Re-validation of the Certificate of Proficiency;
 - d)** The AMSA medical for:
 - (i) the revalidation of the Certificate of Proficiency; or
 - (ii) the application for the Certificate of Proficiency as Chief Integrated Rating;
or
 - (iii) a Casual Employee who wants to maintain a valid AMSA medical.
 - e)** Renewal of passport;
 - f)** The application or renewal of the MSIC, except when the application is rejected through no fault of Solstad. Solstad will not cover the cost of any appeal process;
 - g)** Vaccinations when required at Solstad's request, which are not covered by medical insurance or any gap payment after utilising medical insurance;
 - h)** Visas, when required at Solstad's request.
- 30.12** A Casual Employee will also be reimbursed for expenses incurred during the period of untaken leave (even if cashed-out) after termination. However, if the Casual Employee commences employment with another company within the period of untaken/cashed out leave from Solstad then Solstad is only obligated to pay such expenses as are incurred within the period up to the point that employment with the second company commences.

PART 5: LEARNING AND DEVELOPMENT

31. Solstad's Learning and Development Commitment

31.1 Short Course Training

Description:

- a) Short Course Training means Fast Rescue Craft Training, HUET/FOET/BOSIET/CA-EBS, HLO, HDFF, Confined Space Entry, Working at Heights, First Aid training, Gas Testing and Rescue at Heights training and High-Pressure Water Blasting.
- 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:

- a) 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:

- a) 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.
- b) 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.

31.2 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) All forms of training, development and/or education outlined in this clause 31;
- (ii) New entrant training (TIR) to IR classification;
- (iii) Study leave for Integrated Ratings to Deck Watchkeeper or Engineer Watchkeeper classification;
- (iv) Chief Integrated Rating course;
- (v) Short Course Training; and
- (vi) Any other training agreed by both the Union and the Employer at a Consultative Committee Meeting.

Payment:

- a) The Employer will pay Employees a Dead Day for each day or part thereof spent training.
- b) The Employer will pay Employees a Dead Day for each day or part thereof spent travelling for training.
- c) The Employer will cover the course costs.

31.3 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.
- 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, 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.

31.4 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:

- a) The Employer will:
 - (i) engage 2 Trainee Integrated Ratings (TIR) per calendar year.

(ii) commit to seeing TIRs through their time, should they reduce the number of vessels.

(iii) Ensure that the TIR benchmark in this clause is maintained.

- b) Nothing in this clause prevents the Employer from having more TIRs than the prescribed benchmark within their fleet.
- c) The consultative committee can alter this benchmark if there is an abundance of IRs available, or there is an expected downturn of work.
- d) TIRs will be interviewed and selected by the Employer in a fair and equitable manner.

Payment:

- a) The Employer will pay TIRs as follows:
 - (i) during twelve weeks at school plus two weeks' leave at the end of school at \$780.00 per week.
 - (ii) during twelve weeks' sea time as a supernumerary plus three weeks' supernumerary leave at \$780.00 per week.
 - (iii) 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 the agreed salary increases provided for in clause 26 of this Agreement.

31.5 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:

- a) the Employer will reimburse the Employee for the costs incurred in relation to pre-employment training, as follows:
 - (i) The Employee demonstrates they have not been reimbursed for that training by another employer;
- b) The reimbursement amount is capped at of \$2,200 per Employee per calendar year; and
- c) The Employee completes two (2) full swing cycles.

31.6 Learning/Development Leave

Description:

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

Process:

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

Payment:

- a) Whilst the Employee is on Learning/Development Leave, the Employer will pay the Employee 75% of their salary for their classification as set out in Clause 26.2.
- b) 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 Nominate Home Address.
- c) 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.
- d) 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%.

- e) If an Employee terminates their employment after 24 months after completion of Learning/Development Leave, no repayment of the financial assistance (including Study Leave and Salary costs) received during the period of their Study Leave will be required.
- f) 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 Salary (at the date of termination) for the respective period of attendance, by the Employer 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.

31.7 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:

- a) 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.
- b) The Employer will approve Trade Union Training for Union Delegates unless the approval will result in inadequate crewing arrangements amongst current Employees or if the proposed training falls within the Union Delegate's on-duty period.

Payment:

- a) The Employer will grant Union Delegates up to 5 days of non-cumulative leave per year to undertake Trade Union Training
- b) If the Union Delegate is on or off duty for the period, then leave will be paid as a Dead day.
- c) 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).

- d) To qualify for payment, an Employee will be required to satisfy the Employer of attendance at the course and evidence of its successful completion.

32. OHS Representatives

- a) Employees covered by this Agreement may opt to hold a vote to elect a workplace safety representative as a member of the working environment committee. The elected Employee representative shall be given the training necessary for them to discharge their duties in a satisfactory manner, 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.

33. Chief IR (CIR) Appointment

- a) Where a Vessel has more than 4 IRs on board, an IR will be selected by the SCC and a Solstad representative (Director of Operations or Vessel Manager) to hold the position of a CIR. This can be dealt with via email from the Employer writing to the committee to initiate discussions. That selected person will be trained within 3 months of their selection, or the next available course.
- b) Within 12 months from agreement approval, Solstad will provide CIR training to a minimum number of (7) Employees to be selected by SCC and Solstad representative.

34. Provisional Integrated Rating

- a) Subject to clause 70, a Provisional Integrated Rating (PIR) is a person who has completed their sea service as per AMSA requirement and must hold a STCW regulation II/5 Rating forming part of a navigational watch and Regulation III/5 Rating forming part of an engine room watch therefore making them eligible to form part of a navigational, deck or engine room watch.

35. Sponsored Provisional Integrated Rating

- a) When Solstad has fully paid for the college and sea service component of a Trainee Integrated Rating, they can employ the Trainee under this clause.
- b) The PIR will form part of the crewing compliment and can work on all Vessels. The existing AST arrangements will still be available to Solstad if they so desire as an alternative to the working traineeship approach.
- c) Where a PIR is engaged onboard a vessel, they will be paid in accordance with clause 26.2 of this agreement. The PIR shall also be entitled to leave on a one

for one basis. A PIR working as part of the crew is entitled to the same entitlements under this Agreement as an IR.

36. Non-sponsored Provisional Integrated Rating

- a) When a non-sponsored PIR forms part of the crewing compliment they will be remunerated and enjoy the same entitlements as an IR.
- b) When a non-sponsored PIR works as a supernumerary onboard a vessel, they will be paid in accordance with sub clause 26.2 of this agreement.

37. Study Leave for Superior Certificate of Competence

- 37.1** An Employee who has been in the employment of Solstad for at least 12 months can apply in writing for study leave.
- 37.2** An Employee who applies to go ashore to study and sit for an endorsed Certificate of Competence shall, subject to approval of the application by Solstad and the conditions set out below, be entitled to the period of leave and to the rates of pay specified:
 - a) Payment of 75% of the Employee's annualised salary for their classification as set out in subclause 26.2 for the duration of the course of study. The duration includes applicable DP training, Offshore Safety, Anchor Handling Safety and Offshore Vessel Manoeuvring courses and the prescribed examination times, up to three weeks preparation for oral examination and vacation times or holidays but does not include vacation times or holidays of seven or more consecutive calendar days.
 - b) The option to utilise their leave balance to increase their salary from 75% to 100% of their annualised salary for their classification for the duration at the course of study. One Leave Day will be utilised for each four study leave days.
- 37.3** The entitlement will be confined to the first attempt to obtain the certificate in question.
- 37.4** The Employee shall provide Solstad with an overview of the study schedule within two weeks of commencing the study. They shall keep Solstad up to date on their progress and expected end date and oral examination date.
- 37.5** If an Employee studies at another place than their hometown and it is necessary for the Employee when studying to take up temporary residence away from their hometown, the Employee will be entitled to an allowance of up to \$456.00 for each week that they reside away from home. Alternatively, the Employee may elect to forgo this allowance and receive accommodation and meals at the college.
- 37.6** An Employee with approved study leaves who is made redundant will be entitled to payment as per clause 37.2 (as at the date of termination) for the respective period of attendance, provided that they provide Solstad with reasonable proof of satisfactory attendance at the course and examination.

- 37.7** The decision to grant study leave is based on the following considerations:
- a)** Projected operational requirements for certification;
 - b)** Review of career paths from personal performance reviews; and
 - c)** Training budget.
- 37.8** Where an Employee terminates their employment during their study leave period other than on account of redundancy, illness, incapacity, domestic or other pressing necessity they must repay to Solstad all remuneration and study costs (i.e., accommodation, travel, course fees, superannuation contributions, expense reimbursement, and allowances) received during the period of their study leave.
- 37.9** The Employee will enter into a written undertaking that they will remain in its employment for a period of at least two years after they have sat for the certificate in question.
- 37.10** Where an Employee terminates their employment within 24 months of completing study leave the Employee must, upon request repay to Solstad a proportion of their remuneration and study costs (i.e., accommodation, travel, course fees, superannuation contribution and allowances) received during the period of their study leave on a pro rata bases for the 24 months.
- 37.11** If an Employee terminates their employment after 24 months after completion of study leave, no repayment of study leave costs and remuneration will be required.

38. Professional Development

Casual Employee

- 38.1** Casual Employees, subject to operational needs, will have access to professional development.

Professional Development and Training

- 38.2** An Employee may be required to attend up to 10 days professional development per calendar year.
- 38.3** Professional development means all training except study leave, Solstad value workshops and client or project related inductions, meetings or training.
- 38.4** Professional development and training days are treated as a Dead Day.
- 38.5** Time spent travelling to and from professional development and training is treated in accordance with clause 44.6.
- 38.6** If an Employee is required by Solstad to undertake a course, Solstad will pay the course costs and reasonable travelling, accommodation and meal expenses in accordance with clause 30.

Computer based training

- 38.7** Solstad and the Union have reviewed the computer-based training and agree that this is an appropriate method of training delivery for safety representatives on board of vessels to conform with the Occupational Health and Safety (Maritime Industry) Act and MLC training requirements.

PART 6: WORK AND RELATED MATTERS

39. Swing Cycle

- 39.1** The swing cycle in Australia will be five weeks On Duty and five weeks Off Duty. For operations in Southern Waters and Construction Projects the swing cycle will be four weeks On Duty and four weeks Off Duty.
- 39.2** By way of transition, the four-week swing cycle shall be adopted on all Vessels before 1 March 2024.

40. Hours of Work and Rest

40.1 Hours of work

- a) The remuneration for Employees is calculated on a 12-hour day. It is acknowledged that overtime payments of four hours per Duty Day are incorporated into the annualised salary.
- b) It is acknowledged that for the normal operation of a vessel the working hours will be up to 12 hours and noting that not every day may be 12 hours.
- c) It is the intention of Solstad that an Employee shall so far as possibly work within the 12-hour day. However, an Employee may be required to work up to 14 hours in the case of operational needs, e.g., a Rig Shift, major machinery breakdown or emergency. The hours of rest must be compatible with this clause.

40.2 Hours of rest

- a) The hours of rest will be in compliance with STCW and the MLC.
- b) The hours of rest shall not be less than:
- (i) 10 hours in any 24-hour period; and
 - (ii) 77 hours in any seven-day period.
- c) Hours of rest may be divided into two periods of which one shall be at least six hours in length.
- d) The interval between consecutive periods of rest shall not exceed 14 hours.
- e) Musters, firefighting and lifeboat drills, and drills prescribed by national laws and regulations and by international instruments, shall be conducted in a manner that minimises the disturbance of rest periods and does not induce fatigue.
- f) Mealtimes within the working hours are not hours of rest.
- g) Computer based training on board of a Vessel is considered to be working time.
- h) Hours spent travelling to the Vessel are not considered rest hours and will be taken into account when complying with the hours of rest.
- i) The Master has the right to require any Employee to perform any hours of work necessary for the immediate safety of the Vessel, persons on board or cargo, or for the purpose of giving assistance to other vessels or persons in distress at sea. In these situations, the Master may suspend hours of rest provision until the normal situation has been restored. As soon as practicable after the normal

situation has been restored, the Master shall ensure that any Employee who has performed work in a scheduled rest period are provided with an adequate period of rest.

- j) In order to address the situation described in clause 40.2 (i) the Master is then required to take direct and appropriate action to ensure compliance with the hours of rest without compromising safety. Direct and appropriate action will take the form of modifying the activities being undertaken, up to and including the orderly cessation of work at or before the time that the hours limit has been breached.
- k) In circumstances where in the Master's opinion compliance with the hours of rest cannot be achieved, they will immediately discuss the situation with the offshore facility. Where the situation cannot be resolved at this level it shall be reported to Solstad's relevant onshore representative.

41. Duties

- 41.1 All Employees will undertake their duties as per the job description and shall have the appropriate certification and training to enable them to carry out their duties without direct supervision. The appropriate certification and training are:
 - a) For Integrated Ratings performing Dogging or Rigging: The Australian Qualifications Framework (AQF) qualification in Dogging or Rigging;
 - b) For Integrated Ratings performing 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;
 - c) For Crane Operator on subsea vessels: the AQF qualification in Tower Crane;
 - d) For Cooks: A Cooks Mooring Course; and
 - e) For Caterers: Safe Food Handling Course and the Cooks Mooring Course.
- 41.2 The appropriate certification and training will be provided to all Employees who perform these duties by the nominal expiry date of this Agreement.
- 41.3 The loading of ship stores, consumables and other equipment specifically for the maintenance of the Vessel is the domain of the Vessel's crew, working cooperatively between the departments.

42. Allocation of Duties

- 42.1 All Employees will work as a team with each Employee working to the level of their classification, job description, training and ability in a cooperative effort to ensure the safe and efficient operation of the Vessel.

43. Shipboard Working Committee

- 43.1 The Employees are allocated duties where most need exists as determined by the Shipboard Management Committee. The Shipboard Management Committee shall comprise of the Master, Chief Officer, Chief Engineer, Second Engineer,

Chief Integrated Rating (or an IR where there is no Chief IR) and Chief Steward (where applicable).

- 43.2** The allocation of duties shall be in line with the “teamwork principle”. Any Shipboard Working Committee discussion must take into account the following points:
- a) The allocation and prioritisation of duties will take into account the standard of up to 12 hours each working day;
 - b) The Master has the final say in any decisions;
 - c) The Chief Engineer is responsible for the safe and efficient running of the vessel’s 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;
 - d) The IR working in the engine room works under the direction of the Chief Engineer. When this IR is required by the Shipboard Working Committee to work on deck, the IR shall work under the direction of the Master, Officer of the watch or Chief Integrated Rating;
 - e) It is accepted that IR’s will be required to work in the engine room and other IRs may 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;
 - f) IRs working on deck shall work under the direction of the Master, Officer of the Watch or Chief Integrated Rating.

44. Two-Crew Duty System

- 44.1** 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. An Employee on Duty will receive a Duty Day for each day spent On Duty under the two-crew duty system.
- 44.2** Where the two-crew duty system is in place and Employees are changing out with one another, it is acknowledged that an Employee may be required to perform duties for all or part of the Swing-off day, i.e., the first Off Duty Day. To recognise this, the Employee will be paid a normal days’ pay, i.e., a Dead Day as full compensation for any work performed on the swing-off day Any Employee still working onboard past midday who was meant to depart the vessel, will be paid a Duty Day.
- 44.3** Where the two-crew duty system does not operate, or where an Employee has no relief covered by this Agreement, the Swing-off day will be treated as a Duty Day.
- 44.4** Where an Employee transits from one Vessel to another Vessel all time spent off Duty will be treated as Duty Days as long as this does not involve a return to their residence.
- 44.5** Where in connection with a crew change an Employee spends more than (2) Off Duty days (which includes the Swing-off day) travelling from the Vessel, the Employee will receive a Dead Day for each additional full day spent travelling.

- 44.6** Where in connection with a crew change an Employee spends more than one day Off Duty travelling to their vessel, the Employee will receive a Dead Day for each additional full day spent travelling to the Vessel.
- 44.7** Any day or part thereof spent travelling prior to the day on which the Employee joins a Vessel will be paid as a Dead Day.
- 44.8** The day of joining the vessel is treated as a Duty Day and the day of leaving the Vessel will be treated as a Dead Day. Any Employee still on-board past midday who is meant to depart the vessel will be paid a Duty Day.
- 44.9** The Employees and/or the Union are not to make any future claims in respect to Swing-off day.

45. Change of Home Port

- 45.1** An Employee may request a change of Home Port once in each calendar year. Evidence will need to be provided to the Employer where an Employee elects to change their Home Port. The new Home Port must be within Australia. Such evidence includes either of the following:
- a) Driver's licence with the change of home address;
 - b) Utility bill; and
 - c) Rates notice or rental agreement.
- 45.2** 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.

46. Crew Change

- 46.1** For vessels without helicopter landing facilities crew changes will normally take place alongside a wharf or jetty in Port. Nonetheless, there may arise from time-to-time abnormal circumstances where other procedures may be utilised.
- 46.2** Solstad and their Employees acknowledge that due to the lack of wharf space availability in Australia that occasionally the use of crew boats in Port anchorages is a legitimate means of crew change subject to safe operating procedures being in place. For crew change other than alongside, evidence of requests for berthing space having been refused will be provided.
- 46.3** Crew changes At Sea in abnormal circumstances, including by personnel basket, capsule or vessel to vessel transfers, 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.
- 46.4** The parties recognise that the transfer of personnel by basket is a potentially high-risk operation and where those special circumstances necessitate its use, then strict adherence to the following written procedures must be observed:

- a) The rig will provide certification to the Master of the Vessel intended for personnel basket change before the intended crew change takes as follows:
 - (i) crane running/associated gear certificates;
 - (ii) the crane operators certificate; and
 - (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 Solstad immediately following the basket transfer;
- f) Vessels, fast rescue craft, or any other lifesaving appliances will be placed on alert during the basket transfer;
- g) Radio communication between the principals concerned, e.g. responsible persons on the installation and the Vessel, must be established prior to commencement of basket transfer. Radio and visual communication between the persons actually conducting the operation must also be established prior to commencement; and
- h) Individuals who are to be transferred by basket must:
 - (i) be advised in advance of the reason for basket use,
 - (ii) confirm that they agree to the basket transfer,
 - (iii) indicate they fully understand all safety procedures, and
 - (iv) indicate they understand the transfer procedure.

46.5 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, Solstad will arrange for the prompt delivery of the baggage to the Employee's home.

46.6 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.

46.7 Before an Employee joins a Vessel, they will travel on the day prior to the day they join the Vessel and be accommodated overnight in order to manage fatigue and to ensure crew change can take place seamlessly on the crew change day. Notwithstanding the above, an Employee may request to travel on their crew

change day instead and Solstad will review and approve/reject such requests based on operational requirements. Issues with this provision will be dealt with through the SCC.

47. Late Crew Change

47.1 Where a crew change occurs on or after day 31 on a four-week cycle a penalty will apply:

- a) The penalty for a late crew change (as described in subclauses (e) and (f)) is the Employee's normal Aggregate Salary plus normal leave accrual plus one additional day's Aggregate 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.
- d) There is no penalty where crew change occurs up to two days over, i.e., crew change before day 31 under the four-week cycle.

Five-week cycle

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

Five-week cycle					
Cycle Day	35	36	37	38	39
	Last Duty Day of 5-week swing	Normal crew change day		Crew change triggers penalty	
Duty Days over if no crew change	0	1	2	3	4

Four-week cycle

- f) 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	32
	Last Duty Day of 5-week swing	Normal crew change day		Crew change triggers penalty	
Duty Days over if no crew change	0	1	2	3	4

Example: joining a vessel on a Monday means signing off on a Monday 5weeks 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.

- g) The final day of penalty payment will be the last Duty Day on the vessel; and

h) The Swing-off day will be a Dead Day

47.2 This clause is subject to the following exclusions:

- a)** Mutually agreed arrangements between an Employee and their relief on the opposite swing, approved by Solstad;
- b)** Agreement reached between the Employee and Solstad;
- c)** 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;
- d)** Where a relief was about to join the vessel but is prevented from doing so by failure/delay of commercial airline connections;
- e)** Where a crew change is prevented by cyclone by, a cyclone warning, or by closure of the Port by the relevant authority;
- f)** Extended Tow (more than 1000 miles), where a lack of port-facilities prevents 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 Union and the Employees is first obtained;
- g)** 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 Union and the Employees is first obtained; and
- h)** 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.

48. Travelling

- 48.1** Subject to clause 22, an Employee will be repatriated at Solstad'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 under the conditions specified in Standard A 2.5, section 1 of MLC 2006.
- 48.2** Any time spent travelling to, or from a Vessel (including time in transit, or time in accommodation) that is away from home, will be treated as a Dead Day.
- 48.3** Accommodation of a minimum of four-star rating will be provided at Solstad's expense, where available.
- 48.4** Any time an Employee spends time in accommodation at the direction of the Employer whilst travelling 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.
- 48.5** While staying at a Solstad provided accommodation the Employee is entitled to meals, mini bar (excluding alcoholic drinks) and non-alcoholic drinks.

- 48.6** Any additional travelling expenses including taxes reasonably incurred shall be reimbursable upon production of and original tax receipt within six months of the expense being incurred.
- 48.7** Where an Employee has to wait for four hours or more for a flight whilst travelling between the Employee's Vessel and the Employee's Nominated Home Address, Solstad will provide hotel accommodation on request where available. Day rooms will be provided on the basis of one person per room.
- 48.8** Solstad and the Employees 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.
- 48.9** Solstad 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.
- 48.10** Where this situation can be clearly demonstrated, Solstad agrees to reschedule travel arrangements to enable an appropriate rest period without additional expense to an Employee and no loss of Agreement entitlements. The off-going crew need to demonstrate to the Master the 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.
- 48.11** For the purposes of this clause 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 18 hours; inclusive of meal breaks and airport transits."
- 48.12** Where the journey is broken as a result of crew attending Certificate of Proficiency, Company/Client related training, seminars, SCC meetings or office visits. An Employee will qualify for a Dead Day should they be delayed by more than one off duty day from reaching their Nominated Home Address.

Flights

- 48.13** 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.
- 48.14** Economy airfares will be provided.
- 48.15** The Employer will reimburse an excess baggage up to a total of 30kg.

49. Flight Club Arrangements

When Solstad has access to a corporate rate for airline club membership, the corporate rate will be made available to the Employee. It is the responsibility of the individual Employee to settle their account directly with the airline.

49.1 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 Solstad. If Solstad is fined for the breach, the individual Employee will reimburse Solstad for any costs associated with the proceedings and penalties, if any.

49.2 Joining Vessel at Foreign Port

- a) When joining a Vessel being imported to Australia from a foreign Port, all Employees will receive a full induction to the Vessel in accordance with Solstad induction procedures, prior to the departure of the Vessel.
- b) When arriving in a foreign Port the following arrangements will apply:
- c) Employees travelling on flights of less than six hours duration and arriving between 0600 and 12 noon will be required to join the Vessel on the day of arrival at the foreign Port.
- d) All other circumstances: 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.

49.3 Returning a Vessel to a Foreign Port

- a) When returning a Vessel to a foreign Port the following repatriation arrangement will apply:
 - (i) Arrivals in Port prior to 14.00 hours: Where the vessel arrives in Port prior to 14.00 hours and Employees are able to leave the Vessel without delay and with a minimum of four hours' notice of flight departure and 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.
 - (ii) 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.

49.4 Foreign Port Accommodation

- a) Where an Employee is accommodated ashore in a foreign Port for the purpose of joining or departing a Vessel:

- (i) For the first night only, Solstad shall provide first class hotel accommodation including bed, breakfast and laundry and a victualling allowance in the local currency equivalent of \$90.00.
- (ii) For any subsequent nights, Solstad shall provide first class hotel accommodation including bed, breakfast and laundry and a victualling allowance in the local currency equivalent of \$155.40 per night.
- (iii) The allowances in this clause only apply to Southeast Asia. In any other area, Solstad and Employees shall negotiate the amount of the daily allowance to apply.

50. On board Vessel Social and Living Arrangements

50.1 Shipboard Facilities

- a) Solstad will accommodate and keep the Employee upon the Vessel upon which they are engaged at Solstad'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 provided 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 enterprises annual review meeting.
- d) In accordance with Solstad's catering program, Solstad will utilise catering expertise to deliver cost 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 with input from caterers and the Solstad Consultative Committee.

50.2 Bedding and Other Utensils

Solstad 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;
- d) Sheets, doona covers, bath towels and pillowcases will be changed at least weekly, counterpanes fortnightly, mattress covers monthly, and blankets and/or doonas every three months.
- e) Where there is no Steward aboard a Vessel, once during every on duty period, when a Vessel is due to return to a Port, where there is a commercial laundry service available within 50 kilometres from the Port in which the Vessel is berthed, the bed sheets, doona covers, bath towels and pillow cases that have been used by the Vessel's crew shall be sent ashore for laundering.

- f) In addition to clause 43.6 (e) the laundry shall go ashore on crew change day
- g) Any issues regarding this clause 50.2 shall be discussed through the Consultative Committee Process.

50.3 Amenities

- a) A CD player with AM/FM radio capability, television and DVD player with a selection of DVDs (minimum 35 per swing) or other appropriate facilities (e.g., satellite TV and radio channels) will be provided for each Vessel where it is practicable for Solstad to provide them.
- b) A sum of up to \$162 per swing will be allocated for the purchase of newspaper and magazines for the whole crew.
- c) Physical exercise equipment will be provided on board Vessels, where such equipment is sought and can be practicably installed.

50.4 Communications

- a) Solstad will on each Vessel provide Employees with access for private use to email and telephone/fax communications, where such communications are available, in the most effective manner in accordance with Solstad's policy.
- b) It is noted that this clause does not prevent Solstad seeking to recoup the costs of such private use from an Employee (e.g., incidental usage should not incorporate over-head cost of providing the infrastructure). Should Solstad seek to recoup a cost, which the Employee believes to be unreasonable, then the matter will be resolved in accordance with the Dispute Settlement Procedure contained in this Agreement.
- c) Solstad will provide 30 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. Solstad 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.

50.5 Cleaning Quarters

- a) It is the master's responsibility to ensure that the living quarters, dining rooms, recreation rooms, galley, bathrooms, lavatories food storage and handling rooms are maintained in a clean and hygienic state.

50.6 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.

51. Importation of Vessels

51.1 In relation to the importation of vessels:

- a) Where any vessel is imported to work, Solstad and the Union will determine if a Vessel inspection prior to its mobilisation is necessary;
- b) 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;
- c) Following notification Solstad and the Union will discuss issues relating to manning and the appropriate schedule classification;

51.2 The Terms of Reference of the Vessel inspection is set out in the Memorandum of Understanding titled "Memorandum of Understanding between Solstad Australia Pty Ltd and the Maritime Union of Australia a division of the Construction, Forestry, Maritime, Mining and Energy Union" dated 18 August 2023

52. Safety

52.1 An Employee will at any time attend when required any boat drill, fire drill or other emergency drill.

52.2 Solstad shall provide reimbursement to permanent employees for one pair of prescription safety spectacles per annum to the value of \$324. Should the safety spectacles be lost or damaged the provisions of subclause 30.8 and/or 30.9 shall apply.

52.3 A permanent Employee is entitled to a new pair of prescription safety glasses after each 12 months of continuous service with Solstad. Casual Employees are entitled to this benefit after 3 consecutive swings.

52.4 Solstad will continue to provide non-prescription safety glasses.

53. Drugs and Alcohol

53.1 The possession, soliciting, securing, or consumption of alcohol and/or prohibited and non-prescription drugs on Vessels covered by this Agreement is prohibited

and will be regulated by Solstad in accordance with its applicable policies and procedures.

- 53.2** The penalty for breach of this clause or the policies and procedures may include summary dismissal.
- 53.3** It is an Employee or Trainee's responsibility to advise the Master when using prescription or non-prescription drugs which may affect their ability to perform their duties.
- 53.4** The provisions of any applicable client/s and relevant project/s drug and alcohol policies and procedures will apply to the Employees.
- 53.5** 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:
 - 53.6** The time the Employee did not work was time where they were rostered on duty.
 - 53.7** 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).
 - 53.8** 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.

54. Counselling Service

Solstad provides to all Employees an independent confidential counselling service to all Employees, which is accessible in relation to any matters which may affect performance in the workplace, including matters at home.

55. Burial Expenses

In the unfortunate event of an Employee's death while employed on a Solstad vessel, Solstad will meet the cost of burial expenses or cremation according to the MLC and the return of property left on board to the Employee's next of kin.

PART 7: LEAVE

56. Leave Accrual

- 56.1** A permanent Employee will accrue an entitlement to time off at the rate of 1.153 days leave for each Duty Day, which compensates for public holidays, weekends, intervals of leave, annual leave, personal/carer's leave, compassionate leave, and time spent travelling in Off Duty time.
- 56.2** A Casual Employee will accrue an entitlement to time off at the rate of one day's leave for each Duty Day, which compensates for public holidays, weekends, intervals of leave, annual leave, carers and compassionate leave and time spent travelling in Off Duty time.

57. Taking of Leave Entitlements

- 57.1** 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 crew in each department on the vessel take such time off at any one time, to ensure the continued operational efficiency of the vessel.
- 57.2** When taking an extended period of time off, it is the responsibility of the Employee to ensure that they have sufficient leave entitlements to cover the period up to the day of the regular crew change when the Employee is due to re-join their vessel.
- 57.3** The maximum time off an Employee may accrue is 105 days. Unless agreement has been reached between Solstad and the Employee, an Employee will be required to take time off to ensure that the maximum of 105 days is not exceeded. Where an Employee is scheduled on the basis of a four-week swing cycle, the maximum accrual shall be 84 days, excluding last swing.
- 57.4** Leave under this clause will be paid at the Employee's current rate of pay at the time the leave is taken.
- 57.5** The following applies when cashing out leave:
 - a)** Leave can only be cashed out in exceptional circumstances.
 - b)** A written agreement needs to be made each time annual leave is cashed out;
 - c)** The Employee must retain an entitlement to at least four weeks paid annual leave when scheduled to re-join a vessel; and
 - d)** The Employee must be paid at least the full amount that would have been payable had the Employee taken the leave the Employee has cashed out.

58. Leave in Advance

- 58.1** An Employee may not be required to take more than 14 days leave in advance for operational reasons or, when agreed between Solstad and the Employee due to

special circumstances including return from compensation, 21 days leave in advance.

58.2 Leave in advance will be subject to the following:

- a) Where leave in advance is given, 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;
- b) Leave in advance will be returned to credit as soon as possible taking into account the Employee's personal circumstances.

58.3 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 Solstad and the Employee. An Employee with a leave balance less than zero who is not ready, willing and able to work will be required to take unpaid leave unless the current period of leave in advance has been previously approved by the Employer or the Employee is rostered to return to work within 14 days of the request to return to work.

58.4 Where an Employee's employment is terminated a maximum repayment of 14 days of leave in advance maybe 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.

59. Sick Leave

59.1 Solstad provides sick leave for each permanent Employee, which is based on the following conditions:

- a) Sick leave will commence from the day that an Employee is unable to commence a scheduled on-duty period due to either illness or an accident that occurred whilst the Employee was on leave and after receipt by Solstad of a doctor's declaration of being unfit for duty;
- b) When an Employee is not scheduled to commence an on-duty period they would be deemed to join based on their last swing cycle, i.e., four or five weeks.
- c) For the purposes of this paragraph a "scheduled On Duty period" means the leave swing under which an Employee is engaged at the time of illness or accident;
- d) The benefits provided to an Employee by this clause will be limited to a maximum of 10 weeks in the first year of service and 12 weeks in each subsequent year of service, regardless of the number of accidents or illnesses suffered by the Employee in any year of service;
- e) Year of service is calculated from the Employee's commencement date of permanent employment with Solstad.
- f) The maximum entitlements prescribed in this clause do not accumulate from year to year and cannot exceed the prescribed annual entitlements (i.e., 10 or 12 weeks) at any time for the same illness or accident;

g) Over the period covered by this clause an Employee will receive 75% of their annualised salary as prescribed by clause 26.

59.2 Any sick leave paid to a permanent Employee, is in addition to any benefit obtained under the relevant sections of Division 3 of the Navigation Act.

59.3 During a period covered by sick leave under this clause an Employee will neither accrue nor use leave.

59.4 Sick leave entitlements shall cease when the Employee is unable to provide a doctor's declaration of being unfit for duty or is certified as fit to resume duty by a qualified medical practitioner or upon reaching the maximum limit of sick leave as prescribed in clause 52.1 (d), whichever is sooner.

59.5 No medical expenses are payable for sick leave under this clause.

59.6 Sick or Injured Employees Landed

59.7 When a sick or injured Employee is landed at a Port, the Employee is to receive the keep or meal and bed allowance referred to in clause 48 'Travelling' of this Agreement until the Employee's arrival at their Nominated Home Address.

59.8 The provisions of sections 68 to 71 of the Navigation Act will be deemed to apply where an Employee is in transit to and from work.

60. Fitness for Purpose

60.1 The Union and Solstad agree that the level of compensation in Solstad's operations is in excess of standards in the community. Therefore, during the life of this Agreement, Solstad and the Union are committed to reduce that compensation level and will consider a range of options to be implemented to achieve this.

60.2 The existing Memorandum of Understanding on rehabilitation of seafarers will be utilised by Solstad to maximise the benefits of rehabilitation. This may include rehabilitation in remote areas including a return-to-work program on the vessel.

60.3 Where Solstad has concerns over a seafarer, Solstad shall utilise the Further Examination provision of Marine Orders Part 9 or Flag state.

61. Annual Leave

This Agreement (under clause 56 'Leave Accrual') gives full effect to the NES entitlements to annual leave.

62. Personal/Carers Leave and Compassionate Leave

62.1 This Agreement (under clause 56 'Leave Accrual') gives full effect to the NES entitlements to personal/carer's leave and compassionate leave.

62.2 Solstad will repatriate the Employee to their Nominated Home Address upon request, in the event of

- a) Serious illness or death of a member of the Employee's immediate family; or
- b) Serious family matters including domestic violence; or
- c) Partner in labour.

62.3 An 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.

62.4 Solstad will endeavour to fill the resulting vacancy as soon as reasonably practicable.

63. Community Service Leave

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

64. Public Holidays

This Agreement (under clause 56 'Leave Accrual') gives full effect to the NES entitlements to public holidays.

65. Family and Domestic Violence Leave

65.1 Family and domestic violence leave will be considered and granted in accordance with the NES.

65.2 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.

65.3 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.

65.4 This leave will be in addition to existing leave entitlements, and subject to operational requirements may be taken as consecutive or single days or as a fraction of a day and can be taken without prior approval. When applying for this leave, the Employee shall provide written evidence in support of their application to the Employer as is reasonable in the circumstances.

66. Parental Leave

66.1 Employees with at least 12 months of continuous service are entitled to parental leave in accordance with this clause and the NES.

66.2 Parental leave will be paid for the first six weeks at the Employee's annualised salary as set out at subclause 26.2 after which time, up to a maximum of 46 weeks unpaid leave will be provided to the Employee who is the primary carer.

66.3 Other types of leave can be taken in conjunction with parental leave providing the total period of absence does not exceed 52 weeks.

66.4 Applications for parental leave should include personal details, a medical certificate detailing the expected date of confinement or birth, proposed commencement date and duration of leave.

66.5 Where the pregnancy is terminated other than by birth of a living child and the Employee has not commenced their parental leave, their entitlement to such leave ceases to exist.

a) A female Employee is entitled to a period of paid special parental leave if she is not fit for work during that period because she has a pregnancy-related illness, or she has been pregnant, and the pregnancy ends within 28 weeks of the expected date of birth of the child otherwise than by the birth of a living child.

b) A female Employee may be entitled to special maternity leave, as specified by her doctor, if the pregnancy extends beyond 28 weeks.

66.6 Details of return-to-work date must be given to the Employer in writing at least four weeks in advance. The Employee is entitled to return to the position they held prior to taking maternity leave or to an alternative position of comparable status and pay.

66.7 Periods of unpaid Parental Leave will not count towards continuous service.

66.8 If a paid maternity leave scheme is implemented by the Federal Government, it will override this clause. Nonetheless, if a gap does exist between the monetary entitlements of a government scheme and this clause, Solstad will pay the gap between those for the first six weeks as per entitlement in clause 66.1.

67. Long Service Leave

- 67.1** 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.
- 67.2** 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.
- 67.3** 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.
- 67.4** For the purpose of this clause, continuous service has the meaning given to it by section 22 of the Fair Work Act.

68. Long Service on Termination

- 68.1** Where an Employee has completed at least seven (7) years continuous service with the Employer, and the employment is terminated:
- a)** For any reason other than misconduct; or
 - b)** By death of the Employee,
 - c)** the amount of long service leave shall be prorated and paid to the Employee in accordance with clause 67.2.
- 68.2** 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 leaves up to the date of termination provided the Employee has completed the following:
- a)** Involuntary redundancy – three (3) years continuous service;
 - b)** Voluntary redundancy – five (5) years continuous service.
- 68.3** **Leave in Advance**
- a)** The Employer and Employee may agree to take 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 Employee agrees that the Employer may deduct from the Employee's final payment an amount that represents payment for the period of long service leave.

PART 8: MANNING

69. Certification, Medicals and Passport

- 69.1** It is the responsibility of all Employees to ensure that when joining a Vessel all certification, endorsements, medicals and passports are valid for at least the expected duration of the swing.
- 69.2** Employees are required to provide Solstad with copies of all certificates held and ensure that the original certificates are in their possession whilst on board the Vessel.
- 69.3** All Employees when joining a vessel must hold:
- a)** A valid Certificate of Proficiency;
 - b)** A flag state endorsement (if applicable) linked to that Certificate of Proficiency;
 - c)** A Norwegian and AMSA medical;
 - d)** A valid Maritime Security Identification Card (MSIC); and
 - e)** A passport with a minimum of eight months validity.
- 69.4** It follows that if an Employee loses the right to hold one of the documents mentioned in clause 69.3, they may be terminated.
- 69.5** Solstad may require an Employee to obtain additional certificates in accordance with the flag of the Vessel, of which the costs will be reimbursed.
- 69.6** An Employee will attend any medical assessment when required by Solstad.
- 69.7** Employees that undergo a medical will be paid a Dead Day.
- 69.8** Solstad will reimburse an Employee the cost of an AMSA medical examination when this medical is required.

70. Classifications

- 70.1** A Chief Integrated Rating is an Employee who holds a STCW regulation II/5 Rating forming part of a navigational watch and a Regulation III/5 Rating forming part of an engine room watch and holds a Certificate of Proficiency Chief Integrated Rating and is appointed as such.
- 70.2** An Integrated Rating is an Employee who holds a STCW regulation II/5 Rating forming part of a navigational watch and a Regulation III/5 Rating forming part of an engine room watch and is appointed as such.
- 70.3** An AB is an Employee who holds a STCW regulation II/5 Rating forming part of a navigational watch and is appointed as such.
- 70.4** In the event an Employee is not eligible to hold STCW regulation II/5 and/or III/5 as per the requirements of the regulation, STCW classification II/4 and/or III/4 will

be accepted until such time as the Employee has fulfilled the requirements to hold STCW classification II/5 and/or III/5.

- 70.5** An AB will be entitled an Integrated Rating's salary. An AB will only be employed in exceptional circumstances as it is Solstad's preference that its Employees can undertake both the navigational watch and the engine room watch.
- 70.6** A Junior Integrated Rating is an Employee who has completed the qualification as per clause 70.2 and who has been offered an employment contract after finishing his Solstad sponsored traineeship program and is appointed as such.
- 70.7** Progression to the rank of IR is after 8 months sea time as a Junior Integrated Rating on Solstad Vessels.
- 70.8** Solstad will provide the Junior Integrated Rating with the following training, as per position description:
- a) Offshore familiarisation,
 - b) Anchor handling familiarisation,
 - c) Working at heights,
 - d) Confined spaces,
 - e) Rigging, and
 - f) Dogging.

Cooks and Caterers

- 70.9** A Chief Cook and Cook are Employees who hold a Maritime Cook Certificate and are appointed as such.
- 70.10** A Chief Caterer and Caterer are Employees who hold a STCW regulation VI/1 Certificate of Safety Training and are appointed as such.

71. Minimum Catering Manning

71.1 The following catering manning is agreed for all Vessels:

Persons on Board	Catering Manning	Benchmark Total
0 to 7	Nil (no caterer is provided unless there is an 8th 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 Caterer, 1 Caterer	4
41 to 50	1 Chief Cook, 1 Cook, 1 Chief Caterer, 2 Caterers	5
51 to 60	1 Chief Cook, 1 Cook, 1 Chief Caterer, 1 Caterer and 2 Cook/Caterers	6
61 to 70	1 Chief Cook, 1 Cook, 1 Cook-Baker, 1 Chief Caterer and 3 Caterers	7
71 to 85	1 Chief Cook, 2 Cooks, 1 Cook-Baker, 1 Chief Caterer and 3 Caterers	8
86 to 95	1 Chief Cook, 1 Cook-Baker, 1 Cook, 1 Cook/Caterer, 1 Chief Caterer 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 Persons on Board, where Persons on Board exceed 111.

71.2 If a vessel with less than 19 Persons on Board is operating on a 12 hour shift pattern during Anchor Handling, Pipe Haul Operations, or any other operation covered by this Agreement, an additional night Cook will be provided to the vessel to cater the midnight meal. A Cook shall not work in excess of 12 Hours for any purpose during these Operations.

71.3 Should there be disagreement, the numbers of cooks and caterers will be determined according to the criteria below:

- a) Size and configuration/layout of the accommodation and deck levels;
- b) Public areas;
- c) Number of cabins/berths to service;
- d) Persons on Board at any given time;
- e) Laundry Service and equipment;
- f) Galley layout and equipment;
- g) 12 or 24 hour operations;
- h) Duties and STCW 95.

72. Other Catering Matters

72.1 A Chief Steward, Chief Cook, Cook or Steward will be paid a Dead day, for time spent, at the direction of the Employer, to compile an order before joining.

- 72.2** 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.
- 72.3** Where the Employer can demonstrate that no Chief Steward, Chief Cook, Cook or Steward are available that fits the criteria at 72.2 the Employer will consult and agree with the Union regarding alternate options.
- 72.4** The daily catering budget will be set out in the Memorandum of Understanding titled “Memorandum of Understanding Re: Catering Budget between Solstad Australia Pty Ltd and the Maritime Union of Australia a division of the Construction, Forestry, Maritime, Mining and Energy Union” dated 8 November 2023.
- 72.5** The composition of the crew for a Solstad subsea Vessel will be established by Solstad and the Union at that time by consultation.

73. Minimum Crewing of Vessels

Type of Vessel	Supply – PSV or Small AHTS (<18000 BHP)	Supply – ROV/IMR	AHTS /Support Vessels (That can generate 18,000 BHP or above).	Specialist
Classification				
Chief IR	0	1	1	1
IR/ Crane Op	0	0	0	0
IR	4	4	4	5
PIR	0	0	0	0
Chief Cook	Benchmark	Benchmark	Benchmark	Benchmark
Cook	1	1	1	1
Chief Steward	Benchmark	Benchmark	Benchmark	Benchmark
Steward	Benchmark	Benchmark	1	Benchmark

Notes:

- In addition to the above, an IR/Crane Operator per 12 hours of crane operations.
- PIRs listed above can be replaced with an IR.
- A PIR may be used in lieu of an Integrated Rating where a vessel’s Safe Manning Certificate 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 were permitted by the vessel's Minimum Safe Manning Certificate.
- The Minimum Catering Benchmark as per clause 71 applies to all Vessels.
- A TIR when supernumerary will be paid in accordance with clause 32.4.
- Where there is an issue raised on the Vessel with the operational manning, the issue will be dealt with in accordance with the Dispute Settlement Procedure.

- All Vessels will have an IR allocated as an Engine Room IR and undertake duties as prescribed in Clause 43.2 of this Agreement.
- The minimum classification will be an IR. A Rating may not be substituted for an IR even were 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.
- Stewards roles, as set out in the manning table above will be included on AHTS vessels from the next crew change that occurs after the date of approval of this Agreement by the FWC.

74. Additional Manning

- 74.1** An additional Integrated Rating (IR) will be provided to Vessels with the manning level as described below:
- a) Where a vessel is alongside in a major capital city port (i.e., Sydney, Melbourne, Adelaide, Fremantle Port (including Henderson), Darwin, Brisbane). An additional Integrated Rating will be engaged as a Gangway watch for security purposes. The Gangway will be crewed 24/7 whilst the Vessel is in a major capital city. The Gangway watch will be remunerated as a Duty Day at the applicable rate for an Integrated Rating.
 - b) Vessels alongside MSB in Darwin at East Arm Wharf is exempt from applying the gangway watch for a period of 3 years from FWC approval of this agreement.
 - c) Where a Vessel is anchoring 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, an additional IR will be allocated to the Vessel.
 - d) Where the Persons on Board is more than 13 for a duration of 48 hours or more.

SIGNATURES:

SIGNED FOR AND ON BEHALF OF SOLSTAD AUSTRALIA PTY LTD:

Stewart Massey
.....
Signature.

STEWART MASSEY
.....
Print name.

MANAGING DIRECTOR - APAC
.....
Authority To Sign.

LEVEL 6, 16ST GEORGES TCE, PERTH WA
.....
Address.

12/12/2023
.....
Date.

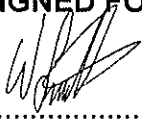
WITNESSED BY:

[Signature]
.....
Signature.

JOHN ANUAT
.....
Print name.

12/12/2023
.....
Date.

SIGNED FOR AND ON BEHALF OF THE EMPLOYEES:



.....
Signature.

Warren Smith

.....
Print name.

Deputy National Secretary of the Maritime Union of Australia

.....
Authority To Sign.

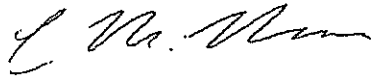
365-375 Sussex Street Sydney NSW 2000

.....
Address.

8 December 2023

.....
Date.

WITNESSED BY:



.....
Signature.

Camilla Mason

.....
Print name.

8 December 2023

.....
Date.