

**DIAMOND OFFSHORE**

**ENTERPRISE AGREEMENT 2024**

# Contents

- 1. Definitions..... 4**
- 2. Agreement title and parties..... 5**
- 3. Operation of this Agreement ..... 5**
  - 3.1 Operation of this Agreement and Modern Awards ..... 5
  - 3.2 Other agreements..... 5
  - 3.3 Commencement date and term ..... 6
- 4. Engagement..... 6**
  - 4.1 Categories of employment..... 6
  - 4.2 Full time employment ..... 6
  - 4.3 Part time employment..... 6
  - 4.4 Casual employment..... 6
  - 4.5 Maximum term employment ..... 7
  - 4.6 Classifications..... 7
  - 4.7 Location of employment ..... 7
  - 4.8 Probation ..... 7
  - 4.9 Employee duties and responsibilities ..... 7
- 5. Policies and procedures ..... 8**
- 6. Salary ..... 8**
  - 6.1 Salary..... 8
  - 6.2 Contract of employment guarantee ..... 8
  - 6.3 Salary review ..... 9
  - 6.4 Payment of Salary ..... 9
  - 6.5 Superannuation ..... 9
  - 6.6 Higher duties..... 9
  - 6.7 International Association of Drilling Contractors (IADC) reporting ..... 10
  - 6.8 Living away from home allowance..... 10
  - 6.9 Foreign Service Premium ..... 10
  - 6.10 Standby..... 10
- 7. Travel to and from the rig..... 11**
- 8. Hours of work and work cycles ..... 12**
  - 8.1 Hours of work..... 12
  - 8.2 Shift length..... 12
  - 8.3 Additional days On-duty ..... 12
  - 8.4 Overcycle..... 13
- 9. Leave entitlements..... 13**
  - 9.1 Annual leave ..... 13
  - 9.2 Cash out of annual leave ..... 14
  - 9.3 Personal leave ..... 14
  - 9.4 Compassionate leave ..... 15
  - 9.5 Parental leave..... 15
  - 9.6 Long service leave..... 15
  - 9.7 Family and domestic violence leave..... 16
  - 9.8 Other leave ..... 16
  - 9.9 Return from leave ..... 16
- 10. Absenteeism..... 16**
- 11. Training and development ..... 17**
- 12. Fitness for work ..... 17**
- 13. Insurance ..... 17**
  - 13.2 Medical insurance..... 18

13.3	Salary continuance insurance .....	18
13.4	Death and total and permanent disability insurance .....	18
<b>14.</b>	<b>Accident pay .....</b>	<b>18</b>
<b>15.</b>	<b>Termination of employment.....</b>	<b>19</b>
15.1	Notice of termination.....	19
15.2	Notice of termination by Employee .....	20
<b>16.</b>	<b>Redundancy.....</b>	<b>20</b>
16.1	Introduction .....	20
16.2	Redundancy process.....	20
16.3	Redundancy pay entitlements .....	21
<b>17.</b>	<b>Use of contractors .....</b>	<b>22</b>
<b>18.</b>	<b>NES entitlement.....</b>	<b>22</b>
<b>19.</b>	<b>Dispute resolution procedure.....</b>	<b>23</b>
<b>20.</b>	<b>Consultation .....</b>	<b>23</b>
<b>21.</b>	<b>Individual flexibility arrangements .....</b>	<b>24</b>
<b>22.</b>	<b>Requests for flexible working arrangements.....</b>	<b>25</b>
22.1	Employee may request change in working arrangements .....	25
22.2	Responding to the request .....	26
22.3	What the written response must include if Diamond Offshore refuses the request.....	26
22.4	What the written response must include if a different change in working arrangements is agreed.....	26
22.5	Dispute resolution .....	26
<b>23.</b>	<b>Negotiations for replacement agreement.....</b>	<b>26</b>
<b>24.</b>	<b>Signatories to the Agreement.....</b>	<b>27</b>
<b>Schedule 1 Classifications and Salary .....</b>		<b>29</b>
<b>Schedule 2 Change of Fly Point - Policy.....</b>		<b>30</b>

---

## 1. Definitions

**Agreement** means the Diamond Offshore Enterprise Agreement 2024.

**Approved Leave** means leave taken in accordance with clause 9 of this Agreement.

**ATO** means Australian Taxation Office.

**Cold Stack** means the rig is not operational and has no personnel working on board.

**Designated Reporting Point** is the Employee's point of hire (i.e. flypoint) for travel to the Employee's work location (i.e. rig) as directed by Diamond Offshore.

**Diamond Offshore** means Diamond Offshore General, LLC (ABN 91 050 122 051).

**Employee(s)** means persons employed by Diamond Offshore General, LLC who are covered by this Agreement. Employees covered by this Agreement are considered shiftworkers for the purposes of the NES.

**Foreign Service Premium** means an allowance payable to an Employee associated with work outside of Australian Territorial waters.

**FWC** means Fair Work Commission.

**FW Act** means the *Fair Work Act 2009* (Cth), as varied or amended from time to time.

**FW Regulations** means the *Fair Work Regulations 2009* (Cth), as varied or amended from time to time.

**Hourly Rate of Pay** means, for the purpose of calculating allowances or penalties which are calculated and paid on an hourly rate, an Employee's Salary divided by fifty-two (52) (being the weeks in the year) and then divide this amount by the Employee's ordinary hours of work (i.e. forty-two (42) for full time Employees). Example:  $\text{Salary} / 52 / 42 = \text{Employee's Hourly Rate of Pay}$ .

**Hydro Award** means the Hydrocarbons Industry (Upstream) Award 2020, as varied or amended from time to time.

**Individual Contract of Employment** means the most recent letter issued by Diamond Offshore to the Employee confirming their position and base salary for that position.

**Medical Practitioner** means a person registered and licensed as a medical practitioner under a State or Territory law that provides for the registration or licensing of medical practitioners.

**Modern Award** has the meaning given in section 12 of the FW Act.

**NES** means National Employment Standards.

**Off-duty** means the period when Employees are not rostered on to work over a specified roster period. The Off-duty period is intended to allow Employees time for rest and recreation. However, Employees may be required to attend training or meetings, undertake medical assessments or return to work during the Off-duty period should the need arise.

**On-duty** means the period when Employees are rostered on to work over a specified roster period.

**Salary** is defined in clause 6.1 of the Agreement.

**Serious Misconduct** includes but is not limited to the following:

- (a) wilful or deliberate behaviour by an Employee that is inconsistent with the continuation of the contract of employment;
- (b) conduct that causes serious and/or imminent risk to:
  - (i) the health or safety of a person; or
  - (ii) the reputation, viability or profitability of Diamond Offshore's business;
- (c) the Employee, in connection with the Employee's employment, engaging in:
  - (i) theft;
  - (iii) fraud; and/or
  - (iv) assault;
- (d) the Employee being in breach of Diamond Offshore's drug and alcohol policy, as varied or amended from time to time; and/or
- (e) the Employee refusing to carry out a lawful and reasonable instruction that is consistent with the Employee's contract of employment.

**Superannuation Legislation** includes the *Superannuation Guarantee Charge Act 1992* (Cth) and the *Superannuation Guarantee Administration Act 1992* (Cth), as amended or varied from time to time.

**Warm Stack** means the rig is not operational however still has personnel working on board.

**Week(s)** will be calculated based on forty-two (42) hours per week. For example one (1) Week of annual leave equates to forty-two (42) hours of paid leave.

---

## 2. Agreement title and parties

- (a) This Agreement will be known as the Diamond Offshore Enterprise Agreement 2024.
- (b) This Agreement will apply to Diamond Offshore General, LLC and those Employees of Diamond Offshore General, LLC employed in the classifications set out in Schedule 1 of this Agreement.

---

## 3. Operation of this Agreement

### 3.1 Operation of this Agreement and Modern Awards

- (a) This Agreement operates to the exclusion of all terms and conditions of any Modern Award, including, for the avoidance of doubt, the Hydro Award.
- (b) The Employees agree that the Salary and entitlements provided for in this Agreement fully compensate each Employee for any allowance, penalty or entitlement that they would otherwise be entitled to under the Hydro Award.
- (c) For the life of this Agreement, there will be no claims by any party to this Agreement, except where consistent with the terms of this Agreement.

### 3.2 Other agreements

This Agreement covers all matters pertaining to the employment relationship. In this regard, this Agreement represents a complete statement of the mutual rights and obligations between

the persons bound by it to the exclusion (to the extent permitted by law) of other laws, or agreements (whether lodged, registered or otherwise).

### **3.3 Commencement date and term**

- (a) This Agreement will commence operation seven (7) days after it is approved by the FWC.
- (b) This Agreement will have a nominal expiry date of four (4) years after the day on which the FWC approved the Agreement. Once the Agreement passes its nominal expiry date, it will continue to operate until terminated or replaced in accordance with the FW Act.

---

## **4. Engagement**

### **4.1 Categories of employment**

- (a) Employees covered by this Agreement may be employed by Diamond Offshore as:
  - (i) a full time Employee;
  - (ii) a part time Employee; or
  - (iii) a casual Employee.
- (b) Employees covered by this Agreement may be employed by Diamond Offshore on the following basis:
  - (i) ongoing employment; or
  - (ii) maximum term employment.

### **4.2 Full time employment**

A full time Employee works a minimum of thirty-eight (38) ordinary hours per week on an ongoing basis.

### **4.3 Part time employment**

- (a) A part time Employee works less than thirty-eight (38) ordinary hours per week on an ongoing basis.
- (b) A part time Employee will accrue entitlements on a pro-rata basis.
- (c) Diamond Offshore will inform part time Employees about their ordinary hours of work, including starting and finishing times.

### **4.4 Casual employment**

- (a) A casual Employee is entitled to a 25% loading on their Hourly Rate of Pay for all hours worked.
- (b) A casual Employee is not entitled to be paid leave, notice of termination (other than set out in this clause 4.4), redundancy pay or any other attributes of full time or part time employment set out in this Agreement save and except for long service leave.
- (c) Subject to clause 15.1(d)(i) of this Agreement, Diamond Offshore or a casual Employee may terminate the casual Employee's employment by providing a minimum of twenty-four (24) hours' written notice. Diamond Offshore may elect to

provide payment in lieu of notice. The applicable notice period under this clause 4.4(c) may be extended in a casual Employee's employment contract to take into consideration the remote location of work.

- (d) A casual Employee must be engaged and paid for a minimum of one (1) day.

#### **4.5 Maximum term employment**

- (a) Maximum term employment should only be used in circumstances where there is a genuine reason for the employment not to be on a permanent basis and must be for an initial period of no more than 12 months.
- (b) Should the work that any maximum term Employee is performing extend beyond the initial period of the maximum term, or in any case beyond 12 months, Diamond Offshore will offer that Employee the role on a permanent basis.
- (c) There will only be one consecutive maximum term engagement unless exceptional circumstances arise and the Employee agrees to another maximum term engagement.

#### **4.6 Classifications**

Employees will be employed in one (1) of the classifications set out in Schedule 1 of this Agreement.

#### **4.7 Location of employment**

Employees will be notified at the commencement of their employment of their location of work (i.e. rig), however, the Employee's location of work may be varied by Diamond Offshore to meet operational requirements in consultation with the Employee in accordance with clause 20 of this Agreement.

#### **4.8 Probation**

- (a) New Employees are subject to a six (6) month probationary period, commencing on the first day of employment.
- (b) New Employees will not be offered further employment if they do not complete the probationary period satisfactorily.
- (c) Diamond Offshore may waive the probationary period before it is completed if it:
  - (i) is satisfied that the Employee is sufficiently skilled and that the Employee is suitable for ongoing employment; or
  - (ii) does not believe that the Employee is sufficiently skilled, or suitable for ongoing employment.
- (d) In the event that Diamond Offshore terminates an Employee's employment during the probationary period, the Employee will be entitled to one (1) Week's written notice or payment in lieu of such notice, save and except if the Employee is summarily dismissed from employment due to Serious Misconduct.

#### **4.9 Employee duties and responsibilities**

Employees must:

- (a) devote the whole of their time, attention and skill, during hours of work to the performance and discharge of their duties;

- (b) safely carry out their duties to the standard required by Diamond Offshore;
- (c) act honestly and diligently in the performance of their duties;
- (d) comply with the lawful and reasonable directions of Diamond Offshore;
- (e) present for work in a professional manner and, where required, in the uniform provided by Diamond Offshore;
- (f) apply the highest standards of integrity and confidentiality to ensure Diamond Offshore's activities are preserved;
- (g) not (except in the course of properly carrying out their duties as an Employee of Diamond Offshore) misuse, divulge or disclose any information relating to Diamond Offshore including (but not confined to) information concerning Diamond Offshore, or the group's finances, profits, trade secrets, processes, customers, suppliers, plans, operations, contracts, tenders, commercial arrangements, transactions or any other information;
- (h) not use their position at Diamond Offshore to obtain gifts or financial incentives from external clients or competitors;
- (i) provide information to Diamond Offshore should a breach of safety, environment, integrity or good faith, or misconduct be observed or be known in relation to another Employee or agent acting for Diamond Offshore;
- (j) undertake technical training and all other training as directed and comply with all new practices and procedures;
- (k) act in the best interests of Diamond Offshore and do nothing to damage the reputation of Diamond Offshore or bring Diamond Offshore into disrepute; and
- (l) abide by all laws, regulations, licences, permit conditions and safe working procedures that apply to Diamond Offshore's operations.

---

## **5. Policies and procedures**

- (a) Employees are required to comply with all Diamond Offshore policies and procedures as introduced, amended or deleted from time to time.
- (b) The Diamond Offshore policies and procedures do not form part of the Employees' contract of employment or this Agreement.
- (c) If any inconsistency arises between the provisions of this Agreement and Diamond Offshore's policies and procedures, then the provisions of this Agreement shall prevail to the extent of any inconsistency unless the entitlement is more beneficial to the Employee under any policy or procedure.

---

## **6. Salary**

### **6.1 Salary**

Each Employee employed under this Agreement will be paid a Salary of no less than the applicable amount contained in Schedule 1.

### **6.2 Contract of employment guarantee**

- (a) For the period from the date this Agreement comes into operation until this Agreement reaches its nominal expiry date, Diamond Offshore shall not reduce any



Employee's contractual salary as set out in their Individual Contract of Employment unless the Employee has agreed to accept a bump back to a lower position to avoid a redundancy.

- (b) The Employee's salary can be reduced below the rate listed in their Individual Contract of Employment as per clause 6.10– Standby.
- (c) The terms and conditions of employment (including remuneration) for any Employee engaged in a classification covered by this Agreement after the commencement of this Agreement shall be no less favourable than the terms and conditions applicable to an existing Employee performing the same role.

### **6.3 Salary review**

The salaries contained in Schedule 1 and the employees Individual Contract of Employment will be increased as follows:

- (a) 1 February 2025 – 4%
- (b) 1 February 2026 – 4%
- (c) 1 February 2027 – 3%

In the event that this Agreement is approved prior to the Diamond Offshore Enterprise Agreement 2019-2023 expiring, the Salaries contained in Schedule 1 and the Employees Individual Contract of Employment will be increased by December to December Q4 Year on Year Perth Capital City CPI as released by the Western Australian Treasury Corporation on:

- (a) 27 January 2024

### **6.4 Payment of Salary**

- (a) Payment of Salary will be made fortnightly by electronic funds transfer into the Employee's nominated account with an Australian bank or other recognised Australian Financial Institution.
- (b) Diamond Offshore may deduct from the amount of fortnightly Salary required under clause 6.4(a) any amount of overpayment of wages or allowances to the extent permitted by law.

### **6.5 Superannuation**

- (a) Diamond Offshore will contribute an amount equivalent to the Australian compulsory superannuation guarantee percentage advised by the ATO to the Employee's nominated fund.
- (b) After satisfactory completion of the probationary period, an Employee may elect to contribute additional amounts from the Employee's Salary to the Employee's nominated fund.

### **6.6 Higher duties**

Where an Employee is required to perform work for an entire shift at a higher classification than they are employed, the Employee will be paid at that higher level Hourly Rate of Pay for their entire shift.

## **6.7 International Association of Drilling Contractors (IADC) reporting**

Employees engaged as Drillers or Assistant Drillers who are required to complete IADC reporting outside of their 12-hour shift shall be paid for an additional thirty (30) minutes per shift calculated on their Hourly Rate of Pay.

## **6.8 Living away from home allowance**

Employees shall be paid a living away from home allowance of \$18.85 per day for 365 days of the year.

## **6.9 Foreign Service Premium**

- (a) Should a rig to which an Employee is assigned be transferred out of Australian Territorial waters and the Employee travels with the rig outside of Australian Territorial waters, the Employee shall receive a Foreign Service Premium of 20% of the Employee's Salary for the period of the overseas assignment.
- (b) In the event the Employee is temporarily assigned to a rig already outside of Australian Territorial waters, the Foreign Service Premium shall also apply.

## **6.10 Standby**

- (a) Diamond Offshore can reduce an Employee's base salary as per (i) and (ii) in instances where the Employee's assigned rig is not receiving the full day rate for an extended period and that Employee is not working on the rig. The reduced salary in this instance will be in place for a maximum period of 4 months. The reduced salary will be reviewed every 4 weeks or earlier if required.
  - (i) **Warm Stack**
    - A. In the event of a Warm Stack, the salary that the Employee currently receives can be reduced to 80% or the minimum base rate for the Employee's classification listed in Schedule 1 of this Agreement, whichever is greater.
    - B. If the rig is classified as Warm Stacked and an Employee is put on standby the Employee's roster will remain in place. The Employee can be called back to work at any stage during their On-duty period. In this instance the Employee is expected to return to work within 72 hours.
    - C. If an Employee is on a reduced rate for longer than 4 months, they will be given the option to be made redundant in accordance with clause 16 or remain on the reduced salary rate.
  - (ii) **Cold Stack**
    - A. In the event of a Cold Stack the salary that the Employee currently receives can be reduced down to 80% or the minimum base rate for the Employee's classification listed in Schedule 1 of this Agreement, whichever is greater. The Employee may request to reduce the salary that they currently receive below 80% to avoid a redundancy as long as their base salary does not fall below the minimum base rate for the Employee's classification listed in Schedule 1 of this Agreement.
    - B. If the rig is classified as Cold Stacked an Employee does not have a set roster. An Employee that is on standby can be

called back to work at any stage and is expected to return to work within 1 week.

- C. In the event of a Cold Stack an Employee will be offered the option of moving to the reduced salary rate or being made a redundant in accordance with clause 16.
- (b) If a redundancy is paid to an Employee that is on a reduced salary the redundancy will be paid at the full 100% contractual salary rate. Additionally, all accrued entitlements will also be paid out at the full 100% contractual salary rate on termination.
  - (c) If the Employee elects to cash out leave whilst on a reduced salary rate this leave will be paid out at the full 100% contractual salary rate.
  - (d) This clause will only apply when the assigned rig is Warm Stacked or Cold Stacked, inclusive of all tows to and from the stack location.
  - (e) Whilst on standby, Employees will have the option of taking annual leave to secure time off work, or training and meetings. All leave will be paid at the full 100% contractual salary rate.
  - (f) Whilst on standby, annual leave, personal leave, long service leave and redundancy will continue to accrue at the usual full 100% contractual salary rate.

---

## **7. Travel to and from the rig**

- (a) Diamond Offshore will provide transport to and from the Employee's Designated Reporting Point to the rig as part of normal crew change or operational requirements.
- (b) In the event an Employee is evacuated from the rig to a location they do not reside, accommodation and meals will be provided.
- (c) Accommodation and meals will be provided to the Employee during such periods of travel in accordance with the applicable policy of Diamond Offshore in place or as varied or replaced from time to time.
- (d) In the event that accommodation is supplied by Diamond Offshore as part of crew change, training or meetings Employees will be booked into individual rooms. If individual rooms are not available Employees will be required to share rooms.
- (e) Subject to clause 8.4 of this Agreement, Employees will not receive any additional payment for time spent waiting to depart, or in transit, from the Employee's Designated Reporting Point to the rig and from the rig to the Employee's Designated Reporting Point. A component is built into the Employee's Salary in recognition of travel time under this clause.
- (f) In the event that an Employee is required to depart the rig early outside of the Employee's roster cycle for a personal reason that does not qualify as Approved Leave, the Employee will be responsible for arranging the required transport and any accompanying accommodation.
- (g) During the life of this Agreement, Employees shall be entitled to the benefit of the Change of Fly Point - Policy as set out in Schedule 2 of this Agreement.

---

## **8. Hours of work and work cycles**

### **8.1 Hours of work**

- (a) Full time Employees will work an average of forty-two (42) hours per week, which consists of thirty-eight (38) ordinary hours plus four (4) additional hours, averaged over a twenty-eight (28) shifts on / twenty-eight (28) shifts off even time continuous shift roster cycle, plus additional reasonable hours required to fulfil the position.
- (b) Employees acknowledge that additional hours are necessary, due to the nature of work in the oil and gas industry and the operational requirements of Diamond Offshore's projects.
- (c) The Salaries for Diamond Offshore's Employees have been set to compensate Employees for such additional hours which may be worked by the Employees during the course of their employment.
- (d) Trainee Employees may be required to work an alternate even time roster cycle to meet training requirements as part of their skills development.
- (e) An Employee's On-duty period commences the day the Employee joins the rig and the Off-duty period commences the day the Employee departs the rig.
- (f) Diamond Offshore may vary its rosters to meet operational requirements. Where Diamond Offshore proposes to vary the roster, affected Employees will be consulted in accordance with clause 20 (Consultation).

### **8.2 Shift length**

- (a) Employees will work twelve (12) hours per shift during their On-duty period, inclusive of meal breaks.
- (b) The start and finish time for each shift will be set to meet operational requirements.
- (c) There may be a requirement to work a short shift in the middle of the On-duty period so as to enable the Employee to swing from nights to days or vice versa.
- (d) Occasionally Employees may be required to work in excess of twelve (12) hours per shift during their On-duty period. If an Employee is required to work in excess of twelve (12) hours in a shift the Employee will receive time and a half based on their applicable Hourly Rate of Pay for each additional hour worked.

### **8.3 Additional days On-duty**

- (a) In the event an Employee's back-to-back does not make crew change, the Employee may remain on board the rig until such time as the Employee can be relieved.
- (b) In the event an Employee joins the rig after their rostered-on duty start date for circumstances beyond their control including accessing personal leave and they are not receiving Overcycle as per clause 8.4 the decision to retain the Employee on board past their On-duty period will be by mutual agreement only.
- (c) The Employee must continue working until relieved or authorised by Diamond Offshore to finish work when:
  - (i) Their position is required to maintain compliance with the Flag State (Marshall Islands) Safe Manning Certificate.

- (ii) The rig is under tow during infield rig moves and ocean-going mobilisations, including mooring operations.
- (iii) Medical emergency response personnel are required to be available, including trauma team members as per the facility Station Bill.
- (iv) Critical operations are underway that if stopped, will expose personnel and the facility to an unacceptable level of risk (i.e. well control situation) or cause significant damage to a customer's project (i.e. casing run suspension).

Such authorisation will not be unreasonably withheld by Diamond Offshore.

- (d) In any event, the additional time spent on board under this clause will not exceed seven (7) days unless exceptional circumstances exist such as weather or when a rig is under tow, in these circumstances, and where reasonably practicable, Diamond Offshore shall provide affected Employees with reasonable notice of any anticipated additional days On-duty.

## **8.4 Overcycle**

- (a) Where an Employee is required by Diamond Offshore to remain On-duty in excess of 28 days or required to return to the rig early when they are Off-duty in circumstances where they have not had equal time off duty as On-duty in the last work period, the Employee will receive a 50% loading per hour calculated on the Employee's Hourly Rate of Pay in addition to the Employee's Salary.
- (b) For the avoidance of doubt, the overcycle loading under this clause 8.4 is not payable in the following circumstances:
  - (i) where an Employee is required to change crews or change days as a result of a promotion; or
  - (ii) when an Employee (Employee 1) requests for a fellow Employee (Employee 2) to cover a proposed period of absence through a mutual swap, should Employee 2 agree to cover the requested time off and the mutual swap is approved, the overcycle loading will not apply to any additional time worked in this instance. This clause applies to the additional periods worked by both Employee 1 and 2.

---

## **9. Leave entitlements**

### **9.1 Annual leave**

- (a) An Employee's entitlement to paid annual leave accrues progressively during a year of service according to the Employee's ordinary hours of work, and accumulates from year to year.
- (b) Full time Employees are entitled to six (6) Weeks of annual leave for each year of continuous service. Such leave is to be taken during the Employee's Off-duty period at a time agreed between the Employee and Diamond Offshore, or as otherwise agreed to by Diamond Offshore. During a period of approved annual leave, an Employee will not be required to attend for work or work-related activities unless they have agreed to do so. Periods of annual leave shall be taken in minimum blocks of one (1) week.
- (c) Part time Employees accrue annual leave on a pro-rata basis.
- (d) Diamond Offshore may direct an Employee to take annual leave in the event of a rig going into Warm Stack or Cold Stack, or when the Employee has accumulated an

excessive amount of accrued annual leave, or when the direction is reasonable to the extent permitted by law. For the purposes of this clause, an excessive amount of annual leave is defined as being greater than ten (10) Weeks.

## **9.2 Cash out of annual leave**

Upon written application and after one (1) year of continuous employment, the Employee may be eligible to cash out annual leave. The cashing out of annual leave will be in accordance with the cashing out requirements prescribed within section 93(2) of the FW Act.

As at the date of approval of this Agreement, the FW Act does not permit Employees to cash out annual leave that would result in an Employee's remaining accrual balance being less than 4 weeks (168 hours).

An Employee under this Agreement can apply for annual leave during their off-duty time and be paid out annual leave in addition to their base salary to reduce their accrual balance below 4 weeks.

For example – Matt currently has an annual leave balance of 200 hours. He can cash out 32 hours of annual leave. Matt can also apply for annual leave for 28 days during his off-duty period and be paid out 168 hours (28 x 6 = 168 hours) of annual leave. After this process, Matt would have an annual leave balance of 0.

## **9.3 Personal leave**

### **(a) Sick leave**

- (i) Full time Employees are entitled to two (2) Weeks of paid sick leave for each year of service with Diamond Offshore.
- (ii) Part time Employees are entitled to paid sick leave on a pro-rata basis.
- (iii) An Employee's entitlement to paid sick leave accrues progressively during a year of service according to the Employee's ordinary hours of work, and accumulates from year to year.
- (iv) Sick leave may be taken if the Employee is unfit for work because of a personal illness or injury.

### **(b) Carer's leave**

- (i) Employees are entitled to use their accrued paid sick leave to provide care and support to a member of the Employee's immediate family or household because of:
  - A. a personal illness or injury; or
  - B. an unexpected emergency.
- (ii) If an Employee has exhausted his or her paid sick leave entitlement, the Employee is entitled to two (2) days of unpaid carers leave on each occasion where care or support is required under this clause.

### **(c) Cashing out of sick leave**

- (i) Diamond Offshore may at its discretion allow an Employee to cash out a portion of the Employee's accrued sick leave.
- (ii) The cashing out of sick leave will be in accordance with the cashing out requirements prescribed within section 101(2) of the FW Act.

- (iii) As at the date of approval of this Agreement, the FW Act does not permit Employees to cash out sick leave that would result in an Employee's remaining accrual being less than 15 days (180 hours).
- (iv) Any accrued and untaken paid sick leave will be paid out upon the termination of the Employee's employment.

(d) **Notice requirements**

Due to the logistical arrangements required to transport Employees to and from the rig, where possible an Employee will provide twenty-four (24) hours' notice of any sick/carer's leave taken, including the expected period of the leave. However, where it is not possible to provide twenty-four (24) hours' notice of any sick/carer's leave taken, an Employee shall notify Diamond Offshore as soon as practicable (which may be a time after the first day of any sick/carer's leave taken) of his/her intention to take sick/carer's leave, including the expected period of the leave, and Diamond Offshore shall accept such period of notice.

(e) **Documentary evidence**

In order to take sick/carer's leave the Employee must provide a medical certificate from a suitably qualified Medical Practitioner as soon as reasonably practicable to the effect that the leave is taken for a reason set out in this clause 9.3.

#### **9.4 Compassionate leave**

- (a) Employees are entitled to five (5) days of paid compassionate leave for each occasion when a member of the Employee's immediate family, or a member of the Employee's household:
  - (i) contracts or develops an illness that poses a serious threat to his or her life;
  - (ii) sustains a personal injury that poses a serious threat to his or her life; or
  - (iii) dies.
- (b) The documentary evidence requirements under clause 9.3(e) shall apply to any period of compassionate leave, unless otherwise agreed to between the Employee and Diamond Offshore.

#### **9.5 Parental leave**

- (a) Parental leave shall be in accordance with the FW Act and the *Paid Parental Leave Act 2010* (Cth), as varied or amended from time to time.
- (b) Diamond Offshore will facilitate the early departure of an Employee from the rig on the basis that the request is reasonable and that the early departure does not impact on Diamond Offshore's operational or contractual requirements.

#### **9.6 Long service leave**

- (a) Employees long service leave entitlements will be in accordance with the *Long Service Leave Act 1958* (WA), as varied or amended from time to time, unless otherwise specified under this clause.
- (b) Employees are entitled to thirteen (13) Weeks of paid long service leave after ten (10) years of continuous employment with Diamond Offshore.

- (c) If an Employee's employment is terminated after completing seven (7) years of continuous employment, other than for Serious Misconduct, the Employee will receive payment equivalent to the pro-rata entitlement.
- (d) If an Employee's employment is terminated on the grounds of redundancy prior to completing seven (7) years of continuous employment, the Employee shall be entitled to receive one point three (1.3) Weeks' Salary for each completed year of employment calculated by reference to a maximum period of five (5) years of completed employment. For the avoidance of doubt, the maximum amount of long service leave an Employee can receive under this subclause is six point five (6.5) Weeks' Salary.
- (e) In the instance of redundancy, the above long service leave payments will be made on a pro-rated basis for incomplete years of service.
- (f) "Continuous employment" for the purpose of this clause has the meaning set out in the *Long Service Leave Act 1958 (WA)*, as varied or amended from time to time.
- (g) Continuous employment served on the Diamond Offshore International payroll will be included in the above long service leave calculation if it is continuous with the time worked on this Agreement. An Employee must be employed in Australia on this Agreement for this clause to be in effect.

## **9.7 Family and domestic violence leave**

Diamond Offshore will provide family and domestic violence leave in accordance with the NES.

## **9.8 Other leave**

Employees are entitled to other leave as prescribed by the FW Act.

## **9.9 Return from leave**

In the event that an Employee is initially absent from work on Approved Leave or due to missing crew change and is rostered to return to work, Diamond Offshore will make reasonable efforts to return the Employee to work as soon as possible. Should there be any days in between the date that the Employee is available to return to work and the next available flight to the rig, those days are to be taken as unpaid leave or annual leave at the Employee's discretion.

---

# **10. Absenteeism**

- (a) If an Employee is unable to attend work for any reason (including because of personal illness or injury), the Employee must, as soon as possible, notify their designated contact from Diamond Offshore with the following information:
  - (i) that the Employee is unable to attend work;
  - (ii) the reason as to why the Employee is unable to attend work; and
  - (iii) how long the Employee is likely to be absent.
- (b) If the Employee is absent from work, other than on paid Approved Leave, they will not be paid for the time they are absent.
- (c) Employees who are absent from work, other than on Approved Leave, without a reasonable excuse, may have disciplinary action taken against them. Disciplinary action may include dismissing the Employee from Diamond Offshore.



---

## **11. Training and development**

- (a) To maintain competency in the oil and gas industry, Diamond Offshore expects all Employees to attend required training courses, seminars and meetings relevant to the Employee's position.
- (b) Employees may be required to undertake training during their On-duty period or Off-duty period as directed by Diamond Offshore.
- (c) Any training undertaken outside of rostered hours of work during an Employee's On-duty period will be paid at the Employee's Hourly Rate of Pay.
- (d) Any training undertaken during an Employee's Off-duty period within Australia or New Zealand will be paid at the rate of 50% of an Employee's Hourly Rate of Pay based on 12 hours for a full day of training or six (6) hours for training that lasts four (4) hours or less.
- (e) Any training undertaken during an Employee's Off-duty period outside of Australia and New Zealand will be paid at the Employee's Hourly Rate of Pay based on twelve (12) hours for a full day of training.
- (f) Employees may also be required to attend meetings during their Off-duty period as directed by Diamond Offshore. Such meetings may include, but are not limited to, inductions, team or personal development days, DWOPs, HAZIDs etc.
- (g) For attendance at client or Diamond Offshore required meetings during an Employee's Off-duty period, the Employees will receive:
  - (i) four (4) hours at the applicable Hourly Rate of Pay for meetings of four (4) hours or less duration;
  - (ii) eight (8) hours at the applicable Hourly Rate of Pay for meetings of between four (4) and eight (8) hours duration; and
  - (iii) for meetings of more than eight (8) hours duration, the Employee will receive twelve (12) hours pay at the applicable Hourly Rate of Pay.

---

## **12. Fitness for work**

- (a) Employees must attend work in a fit and proper state that will enable them to complete their duties without danger to themselves or others and must at all times comply with Diamond Offshore's policies, including submitting to drug and alcohol testing when required.
- (b) Employees agree to undertake fitness and medical tests to ensure that they are able to fulfil the inherent requirements of their position at the direction of Diamond Offshore.
- (c) The location and timing of any fitness or medical tests will be at the discretion of Diamond Offshore.
- (d) Employees will receive reasonable notice of any fitness or medical test which they are required to attend.

---

## **13. Insurance**

- (a) Diamond Offshore shall provide permanent Employees with the insurances listed in this clause 13, subject to such policies of insurance being available in the Australian

market. Summaries of the insurance policies are set out below. Employees can access full details of the insurance policies upon request to Diamond Offshore.

- (b) For the avoidance of doubt, the insurance benefits set out in this clause:
  - (i) do not apply to casual Employees;
  - (ii) in the case of maximum term Employees, only medical insurance (clause 13.2) applies; and
  - (iii) in the case of salary continuance insurance (clause 13.3) and death and total and permanent disability insurance (clause 13.4), do not apply to Employees aged 65 years and older.

### **13.2 Medical insurance**

- (a) Diamond Offshore will provide permanent Employees with private medical cover. The insurance provider may change from time to time at the discretion of Diamond Offshore. There may be a qualifying period for certain health services.
- (b) The medical benefits provided under this clause 13.2 shall continue to be paid by Diamond Offshore for a period of three (3) months after the termination of employment except in the case of termination of employment for Serious Misconduct.

### **13.3 Salary continuance insurance**

- (a) On completion of six (6) months employment with Diamond Offshore as a permanent Employee, such Employees shall be entitled to salary continuance insurance.
- (b) As at the commencement of this Agreement, there is a qualifying period of sixty (60) days from the date of an injury to access this insurance.
- (c) Once a claim is accepted, Employees will receive 75% of their Salary for the first year following the qualifying period and 60% of their Salary for the second year.
- (d) The payment of benefits under the policy is subject to certain exclusions and limitations as listed in the product disclosure statement.

### **13.4 Death and total and permanent disability insurance**

- (a) On completion of six (6) months employment with Diamond Offshore as a permanent Employee, such Employees shall be entitled to death and total and permanent disability insurance coverage.
- (b) As at the commencement of this Agreement, this insurance provides coverage of up to \$200,000.
- (c) The payment of benefits under the policy is subject to certain exclusions and limitations as listed in the product disclosure statement.

---

## **14. Accident pay**

- (a) Accident pay (make up pay) means payment of an amount equivalent to the difference between the amount of compensation paid to the Employee and their entitlement under applicable workers' compensation legislation.

- (b) Diamond Offshore will pay accident pay during the incapacity of the Employee within the meaning of the workers' compensation legislation until such incapacity ceases, or until the expiration of a period of 52 weeks from the date of injury whichever event occurs first.
- (c) In the event that the Employee receives a lump sum in redemption of weekly payments under applicable workers' compensation legislation, the liability of Diamond Offshore to pay accident pay as stated in this Agreement will cease from the date of such redemption.

---

## 15. Termination of employment

### 15.1 Notice of termination

- (a) Either Diamond Offshore or an Employee may terminate their employment at any time by providing written notice in accordance with the following:

Employee's Period of Continuous Service	Period of Notice
Not more than 1 year	1 Weeks' notice
More than 1 year but less than 3 years	2 Weeks' notice
More than 3 years but less than 5 years	3 Weeks' notice
More than 5 years	4 Weeks' notice

- (b) Employees who are more than forty five (45) years of age will be paid an additional Week's notice provided that the Employee has been employed for at least two (2) years.
- (c) Diamond Offshore may, in its absolute discretion, terminate an Employee's employment by:
  - (i) making a payment in lieu of the notice period set out in this clause; or
  - (ii) by providing part of the notice period set out in this clause and by making part payment in lieu of the balance of the notice period.
- (d) Diamond Offshore is not required to provide notice (or payment in lieu of notice) in the case of an Employee:
  - (i) who is terminated as a consequence of Serious Misconduct justifying summary dismissal; or
  - (ii) who is engaged for a specified period of time, for a specified task, or for the duration of a specified project. For the avoidance of doubt, this includes Employees employed on a maximum term employment contract at the end of their employment contract due to the effluxion of time.
- (e) To the extent permitted by law, Diamond Offshore may suspend an Employee, upon any terms and conditions as Diamond Offshore sees fit, for the purpose of investigating any suspected misconduct (including Serious Misconduct) in which the Employee may be involved.

## **15.2 Notice of termination by Employee**

An Employee is required to give Diamond Offshore the same period of notice as prescribed in the table provided in clause 15.1. The additional Weeks' notice required on account of age is not required to be provided by the Employee. If the Employee gives less than the required period of notice, the Employee will forfeit the difference between the required and actual notice.

---

## **16. Redundancy**

### **16.1 Introduction**

- (a) This clause does not apply to a casual Employee or maximum term Employee on the cessation of their contract.
- (b) A permanent Employee will be deemed to be redundant when one (1) or more of the following occurs:
  - (i) when a rig is withdrawn from services;
  - (ii) where Diamond Offshore changes work procedures or arrangements such that there is a permanent reduction in the number of rig Employee positions required on board the rig; or
  - (iii) the role that the Employee was performing is no longer required to be performed by anyone and the Employee has not been offered suitable alternative employment.
- (c) If the Employee unreasonably failed to accept an offer of an alternative position, then the Employee will not be entitled to any redundancy payment under this clause, to the extent permitted by law. For clarity, an Employee not accepting a bump back to a lower position to avoid a redundancy is not a failure to accept an offer of an alternative position.
- (d) If an Employee's employment is terminated due to redundancy, the Employee will be entitled to a redundancy payment in accordance with this clause.

### **16.2 Redundancy process**

#### **Step 1**

Subject to Diamond Offshore meeting its safety, operational and contractual obligations, before any Employee is made redundant, Diamond Offshore will reduce the number of contractors to minimise the impact of any redundancies on Employees. Step 1 shall only apply during the period prior to this Agreement reaching its nominal expiry date.

#### **Step 2**

Where practicable, at any stage throughout this process, Diamond Offshore will seek expressions of interest for Employees to accept offers of voluntary redundancy.

#### **Step 3**

Prior to any redundancies being implemented and subject to operational safety and contractual obligations Diamond will look for redeployment opportunities on other rigs for Employees likely to be affected by a redundancy decision.

#### **Step 4**

Prior to any involuntary redundancies, Diamond Offshore will, where practicable, apply the following provisions in order to minimise the impact of any redundancies:

- (a) allow Employees to access annual leave; and/or
- (b) allow Employees to access long service leave.

#### **Step 5**

Following steps 1 to 4, if there is still a need to make roles redundant, Diamond Offshore shall determine the roles to be made redundant based upon safety, operational and contractual obligations and the criteria determined in step 6 below.

#### **Step 6**

Diamond Offshore shall consult with the Employees and/or any Employee representatives around the criteria for selection of personnel for redundancy, which shall include but not be limited to factors such as length of employment tenure with Diamond Offshore, time spent working on particular rigs operated by Diamond Offshore, safety record, performance record and Diamond Offshore's safety, operational and contractual obligations.

#### **Step 7**

The above redundancy process shall not apply in circumstances where the rig leaves Australian waters and the crew is required to remain with the rig and transfer to Diamond Offshore's parent entities international payroll. When this occurs, Employees will be entitled to receive any redundancy entitlements upon transferring off the Australian payroll, other than in circumstances when the Employee is expected to return to the Australian payroll within twelve (12) months from the date the Employee leaves the Australian payroll.

#### **Step 8**

Any Employee who is made redundant will be offered an opportunity to have their name recorded on a rehire list maintained by Diamond Offshore. Employees on this list will be considered by Diamond Offshore when vacancies arise within Diamond Offshore's operations in the future.

### **16.3 Redundancy pay entitlements**

- (a) A full time Employee's entitlement to redundancy pay will be calculated as follows:
  - (i) three (3) Weeks for each year of completed continuous service for the first five (5) years of continuous service;
  - (ii) for each year of completed service after the first five (5) years of continuous service, one (1) Week per year up to a maximum of ten (10) years; and
  - (iii) the minimum redundancy entitlement for an Employee with between one (1) to two (2) years' service is four (4) Weeks' pay.
  - (iv) the above payments will be made on a pro-rated basis for incomplete years of service.
- (b) A part time Employee's redundancy entitlement is pro-rated in accordance with the part-time Employee's hours of work.
- (c) An Employee's redundancy pay entitlement is capped at twenty (20) Weeks' pay.

- (d) Diamond Offshore is not obliged to make a redundancy payment under this clause if the Employee is terminated as a consequence of Serious Misconduct justifying summary dismissal.
- (e) Continuous employment served on the Diamond Offshore International payroll will be included in the above redundancy calculation if it is continuous with the time worked on this Agreement. An Employee must be employed in Australia on this Agreement for this clause to be in effect.

---

## 17. Use of contractors

- (a) The parties are committed to maintaining and improving the job security of the Employees.
- (b) The parties accept that prior to this Agreement reaching its nominal expiry date, full-time, permanent, direct employment will be the preferred basis of employment for work within the scope of this Agreement. Diamond Offshore is committed to maximising such employment.
- (c) Where Diamond Offshore brings a new rig into Australia and is considering outsourcing the workforce to an external agency to perform work which is the type of work which could be covered by this Agreement, Diamond Offshore will notify and consult with the affected Employees and/or any Employee representative regarding this matter.
- (d) The consultation will focus on measures which could be implemented by the parties to increase the amount of the work which could be performed by Employees covered by this Agreement. Such consultation will occur in good faith.
- (e) Any workers engaged to work via a labour hire agency on a Diamond Offshore facility within Australia will be paid at least the applicable rates for the work they perform as set out in the below table. For the purpose of this subclause, the rates contained in the below table will be deemed to be inclusive of a 25% casual loading. The rates below will be indexed in accordance with the increases prescribed in clause 6.3.

Classification	Hourly Rate (inclusive of casual loading)	Day Rate (inclusive of casual loading)
Level 1	\$75.58	\$907
Level 2	\$77.25	\$927
Level 3	\$86.00	\$1,032
Level 4	\$91.00	\$1,092

---

## 18. NES entitlement

This Agreement will be read and interpreted in conjunction with the NES. Where there is an inconsistency between this Agreement and the NES, and the NES provides for a greater benefit, the NES provision will apply to the extent of the inconsistency.

---

## 19. Dispute resolution procedure

- (a) In the event of a dispute in relation to a matter arising under this Agreement or the NES (excluding, for the avoidance of doubt, performance management and/or disciplinary matters), in the first instance the parties will attempt to resolve the matter at the workplace by discussions between the Employees concerned and the relevant supervisory person. If such discussions do not resolve the dispute, the parties will endeavour to resolve the dispute in a timely manner by discussions between the Employees concerned and more senior levels of management as appropriate.
- (b) If the dispute is unable to be resolved at the workplace level, and all appropriate steps under sub-clause 19(a) have been taken, a party to the dispute may refer the dispute to FWC or to another person as agreed in writing between the parties.
- (c) The parties may agree on the process to be utilised by FWC including mediation, conciliation and consent to arbitration.
- (d) Where the matter in dispute remains unresolved, FWC may exercise any method of dispute resolution permitted by the FW Act that it considers appropriate to ensure the settlement of the dispute. However, both parties must consent to any arbitration.
- (e) Diamond Offshore and the Employees may be represented by any person or industrial organisation in a dispute, provided that the industrial organisation is able to represent their industrial interests pursuant to the rules of that industrial organisation.
- (f) While the dispute resolution procedure is being conducted work must continue in accordance with this Agreement. The Employees must not unreasonably fail to comply with a direction by Diamond Offshore to perform work, whether at the same or another workplace.
- (g) Each party to a dispute shall be solely responsible for their representation costs, including legal costs, incurred as a consequence of participation in the dispute resolution procedure. In the event that the parties to a dispute are required to pay part or all of the costs of the dispute resolution procedure, the parties will bare their own costs, unless otherwise agreed to in writing.

---

## 20. Consultation

- (a) Diamond Offshore will consult with Employees and any Employee representatives if it proposes to introduce major change for reasons of economic, technological, structural or similar nature, or changes to regular roster or ordinary hours of work.
- (b) Diamond Offshore will:
  - (i) provide information to the Employees and any Employee representatives about the change;
  - (ii) invite the Employees and any Employee representatives to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities); and
  - (iii) give appropriate consideration to any views given by the Employees or any Employee representatives about the impact of the change.
- (c) In relation to terminations, Diamond Offshore will:

- (i) provide the Employees and any Employee representatives as early as possible with relevant written information including the reasons for the terminations contemplated, the number and categories of Employees likely to be affected, the resultant impact of work allocation, retraining and duties on remaining Employees and the period over which the terminations are intended to be carried out; and
  - (ii) give the Employees and any Employee representatives, as early as possible, an opportunity for consultation on measures to be taken to avert or minimise the terminations and measures to mitigate the adverse effects of any terminations on the Employees concerned such as finding alternative employment as well as giving prompt (and when requested, written) consideration to matters raised by Employees.
- (d) In relation to the introduction of major change, Diamond Offshore will:
  - (i) provide the Employees and any Employee representatives as early as possible with relevant written information about the nature of the intended major change, the expected effects on Employees and measures to avert or mitigate the adverse effects of such change.
  - (ii) give the Employees and any Employee representatives, as early as possible, an opportunity for consultation on the method and timing of the change as well as giving prompt (and when requested, written) consideration to matters raised by Employees.
- (e) For the purpose of this clause, major change includes changes in production, organisation, work allocation, shift arrangements, or technology that are likely to have significant effects on Employees. Significant effects include termination of employment, major changes in the composition, operation or size of the workforce or skills level, change in job or promotion opportunities or job tenure, alteration of hours of work or income, needs for retraining, transfer or restructuring of jobs.
- (f) Diamond Offshore will provide any written information in relation to sub-clauses 20(d) and 20(e) in required languages other than English for Employees of non-English speaking background. In circumstances where the information cannot be provided in another language, Diamond Offshore will provide a translator.
- (g) The parties recognise the right of Diamond Offshore to plan, direct and control operations, to organise and assign reasonable work, to schedule shifts, and to maintain order and efficiency in accordance with the terms and conditions within this Agreement.

---

## 21. Individual flexibility arrangements

- (a) An Employee may agree with Diamond Offshore to make an individual flexibility arrangement to vary the effect of terms of this Agreement if:
  - (i) the Agreement deals with one (1) or more of the following matters:
    - A. arrangements about when work is performed;
    - B. overtime rates;
    - C. penalty rates;
    - D. allowances; or
    - E. leave loading;



- (ii) the arrangement meets the genuine needs of the Employee and Diamond Offshore in relation to one (1) or more of the matters mentioned in clause 21(a)(i); and
  - (iii) the arrangement is genuinely agreed to by the Employee and Diamond Offshore.
- (b) Diamond Offshore must ensure that the terms of the individual flexibility arrangement:
  - (i) are about permitted matters under section 172 of the FW Act;
  - (ii) are not unlawful terms under section 194 of the FW Act; and
  - (iii) result in the Employee being better off overall than the Employee would be if no arrangement was made.
- (c) Diamond Offshore must ensure that the individual flexibility arrangement:
  - (i) is in writing;
  - (ii) includes the name of Diamond Offshore and the Employee;
  - (iii) is signed by Diamond Offshore and the Employee and if the Employee is under eighteen (18) years of age, signed by a parent or guardian;
  - (iv) includes details of:
    - A. the terms of the Agreement that will be varied by the arrangement;
    - B. how the arrangement will vary the effect of the terms;
    - C. how the Employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
  - (v) states the day on which the arrangement commences.
- (d) Diamond Offshore must give the Employee a copy of the individual flexibility arrangement within fourteen (14) days after it is agreed to.
- (e) Diamond Offshore or the Employee may terminate the individual flexibility arrangement:
  - (i) by giving no more than twenty-eight (28) days' written notice to the other party to the arrangement; or
  - (ii) if Diamond Offshore and the Employee agree in writing, at any time.

---

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

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

Clause 22 applies where an Employee has made a request for a change in working arrangements under section 65 of the FW Act.

## **22.2 Responding to the request**

- (a) Before responding to a request made under section 65 of the FW Act, Diamond Offshore must discuss the request with the Employee and genuinely try to reach agreement on a change in working arrangements that will reasonably accommodate the Employee's circumstances having regard to:
  - (i) the needs of the Employee arising from their circumstances;
  - (ii) the consequences for the Employee if changes in working arrangements are not made; and
  - (iii) any reasonable business grounds for refusing the request.

## **22.3 What the written response must include if Diamond Offshore refuses the request**

- (a) Clause 22.3 applies if Diamond Offshore refuses the request and has not reached an agreement with the Employee under clause 22.2.
- (b) The written response under section 65(4) must include details of the reasons for the refusal, including the business ground or grounds for the refusal and how the ground or grounds apply.
- (c) If Diamond Offshore and the Employee could not agree on a change in working arrangements under clause 22.2, the written response under section 65(4) must:
  - (i) state whether or not there are any changes in working arrangements that Diamond Offshore can offer the Employee so as to better accommodate the Employee's circumstances; and
  - (ii) if Diamond Offshore can offer the Employee such changes in working arrangements, set out those changes in working arrangements.

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

If Diamond Offshore and the Employee reached an agreement under clause 22.2 on a change in working arrangements that differs from that initially requested by the Employee, Diamond Offshore must provide the Employee with a written response to their request setting out the agreed change(s) in working arrangements.

## **22.5 Dispute resolution**

Disputes about whether Diamond Offshore has discussed the request with the Employee and responded to the request in the way required by clause 22, can be dealt with under clause 18 - Dispute Resolution Procedure.

---

## **23. Negotiations for replacement agreement**

The parties agree to meet and commence enterprise bargaining for a replacement agreement at least six (6) months prior to the nominal expiry date of the Agreement.

---

## 24. Signatories to the Agreement

Signed as an agreement.

SIGNED on behalf and with the authority of  
Diamond Offshore General, LLC (ABN 91  
050 122 051)

Signature of the authorised person:



---

Name in full:

Michelle Linaker

---

Position:

Human Resources Manager

---

Address:

2/5 Turner Ave, Bentley WA 6102

---

Date:

31 January 2024

---

In the presence of this witness

Signature of witness:



---

Name in full:

Joanne Patten

---

Position:

Senior Training Coordinator

---

Address:

2/5 Turner Ave, Bentley WA 6102

---

Date:

31 January 2024

---

SIGNED by an Employee representative

Signature of Employee representative:



---

Name in Full:

Walid Abou Hamza

---

Position:

Offshore Paramedic

---

Address:

2/5 Turner Ave, Bentley WA 6102

---

Date:

31/01/2024

---

In the presence of this witness

Signature of witness:



---

Name in full:

Corey Billows

---

Position:

Subsea Engineer

---

Address:

2/5 Turner Ave, Bentley WA 6102

---

Date:

31/01/2024

---

SIGNED by The Australian Workers' Union

Signature of The Australian Workers' Union:



Name in Full:

Paul Farrow

Position:

National Secretary

Address:

Level 2, 16-20 Good Street, Granville NSW 2142

Date:

31/01/2024

In the presence of this witness

Signature of witness:



Name in full:

Laura Cook

Position:

Operations Assistant

Address:

Level 2, 16-20 Good Street, Granville NSW 2142

Date:

31/01/2024

## Schedule 1 Classifications and Salary

Employees covered by this Agreement will be employed in one (1) of the following classifications and will be paid the applicable minimum base Salary as set out in the table below:

Agreement classification	Examples of Diamond Offshore occupations	Minimum base Salary (per annum)	Hourly Rate of Pay
<b>Level 1</b>	Roustabout	\$140,391	\$64.28
<b>Level 2</b>	Floorhand Motorhand Deck Coordinator / Dogman Trainee Storeperson Trainee Ballast Control Operator Assistant Derrickhand Radio Operator Trainee Safety Representative	\$149,448	\$68.43
<b>Level 3</b>	Storeperson Trainee Electrician Derrickhand Deck Supervisor / Crane Operator Deck Pusher/Superintendent Ballast Control Operator Safety Representative Trainee Subsea Engineer	\$158,505	\$72.58
<b>Level 4</b>	Assistant Electrician Assistant Mechanic Assistant Driller Electronic Technician Electrician Mechanic Mechanic - Hydraulic Medic Welder Trainee Driller Trainee Barge Supervisor SOC	\$164,166	\$75.17
<b>Level 5</b>	Subsea Engineer Driller Barge Supervisor Electrician Senior Maintenance Supervisor Subsea Chief Performance Toolpusher Toolpusher Rig Superintendent OIM	\$172,092	\$78.80

## **Schedule 2 Change of Fly Point - Policy**

### **Objective**

The purpose of this policy is to control the substantial expense, resulting from Employees changing their initial fly point.

### **Scope**

This policy applies to Diamond Offshore rig-based Employees. The timeframes referenced in this policy will be backdated to include any period of continuous service already worked with Diamond Offshore.

### **Implementation**

Employees have a designed reporting point (fly point) at the time of employment with Diamond Offshore. They may wish to move at some time which may create an additional cost to the Company. Therefore, any requests for fly point changes will be assessed as outlined below. All requests for fly point changes must be submitted in writing to the Human Resources department for processing.

### **Fly Point**

A fly point is the major airport closest to an Employee's place of residence which has regular flight services that are sufficient to meet operation's needs.

All Employees will be eligible to apply for a change in fly point after the first 12 months of employment.

Should an Employee's change in fly point be approved, the Employee will not be eligible to apply for another fly point change for a period of three (3) years.

In order for a fly point request to be approved the following will be considered:

1. Completion of all training in current position
2. Satisfactory work performance
3. The cost to change location must be reasonable
4. Time with Company

Fly point changes will generally only be made within Australia. Exceptions to this may occur on a case by case basis. Fly points can only be changed to an international location with Area Manager and HR Manager approval.