

**OSM Australia Pty Ltd Maritime  
Offshore Oil and Gas Industry  
Masters and Deck Officers  
Enterprise Agreement 2024**

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# PART 1: Application and Operation

## 1 Title

This Agreement is the OSM Australia Pty Ltd Maritime Offshore Oil and Gas Industry Masters and Deck Officers Enterprise Agreement 2024.

## 2 Nominal Expiry Date

This Agreement will commence to operate in accordance with the Fair Work Act being seven (7) days after the Fair Work Commission makes a decision to approve the Agreement, and it has a nominal expiry date of 1 October 2027.

## 3 Definitions

3.1 In this Agreement unless expressed otherwise:

“**Advanced-standing Cadet**” is a Deck Cadet who, at the commencement of their cadetship, holds a trade qualification, a Flag State nautical certificate or a relevant University degree and is appointed as such.

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

“**Agreement**” means the OSM Australia Pty Ltd Maritime Offshore Oil and Gas Industry Masters and Deck Officers Enterprise Agreement 2024.

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

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

“**AMOU**” means the Australian Maritime Officers Union.

“**Cadet**” means new entrant to the marine industry including a school leaver who is engaged as a Deck Officer Cadet.

“**Casual Employee**” means an Employee who is appointed as such under clause 14 – *Types of Employment* – of this Agreement.

“**Chief Officer**” means the Employee next in classification to the Master and upon whom the command of the ship will fall in the event of the incapacity of the Master and is appointed as such.

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

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

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

**“Deck Officer”** means an Employee qualified in accordance with the provisions of Chapter 11 of the International Convention of Standards of Training, Certification and Watch Keeping for Seafarers, 1995.

**“DP”** means Dynamically Positioned.

**“DP Operator”** means an Employee holding DP certification as a dynamic positioning operator and is appointed as such.

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

**“Employee” or “Employees”** means a person or persons employed by the Employer in the Maritime Offshore Oil and Gas Industry in any of the classifications contained in the Schedules of this Agreement other than Cadets.

**“Employer”** means OSM Australia Pty Ltd.

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

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

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

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

**“Full-time Employee”** means a Permanent Employee employed on a full time basis.

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

**“Home Port”** means the regional airport closest to the Nominated Home Address which is serviced by mainstream airline or any other place mutually agreed upon between the Employer and the Employee.

**“Hydrocarbons Industry”** means:

- (a) the exploration and/or drilling for hydrocarbons by use of on and offshore drilling rigs or platform drilling rigs or any other means;
- (b) the preparatory work and development of an oil or gas field, including well servicing, and decommissioning of hydrocarbon facilities;
- (c) the extraction, separation, production and processing, piping, storage, distribution and transport (including handling or loading facilities) of hydrocarbons;
- (d) the provision of services incidental to the activities set out in clauses (a) to (c) above, including:
  - (i) provision of clerical and administrative, warehousing, stores and materials, medical, laboratory, utility or general services, or platform services at a location where the activities in clauses (a) to (c) above are being performed;
  - (ii) provision of catering, cleaning and accommodation services where owned or operated by an employer engaged in the activities set out in clauses (a) to (c) above at a location where the activities in clauses (a) to (c) above are being performed;

- (iii) provision of supply base services owned or operated by an employer engaged in the activities set out in clauses (a) to (c) above.
- (e) the commissioning, servicing, maintaining (including mechanical, electrical, fabricating or engineering and preparatory work) modification, upgrading or repairing of facilities, plant, infrastructure and/or equipment used in the activities set out above.
- (f) the provision of temporary labour services used in the activities set out in (a) to (e) above, by temporary labour personnel principally engaged to perform work at a location where the activities described above are being performed.

**“In Port”** means within the time after arrival providing the Vessel does not depart the same day.

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

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

**“Maritime Offshore Oil and Gas Industry”** means the operation, utilisation, control, maintenance, repair and service of Vessels (as defined) in or in connection with offshore oil and gas operations, which strictly relate to the exploration, extraction and production of hydrocarbons offshore.

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

**“Meal Break”** means a 30- minute period where the Employee can consume a meal in the vessels communal mess room away from the Employee’s work-place area.

**“MO71”** means Marine Order 71 (Masters and Deck Officers) 2014 as amended or replaced.

**“MSIC”** means a Maritime Security Identification Card.

**“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 on engagement as the Employee’s usual place of residence. The Employee may request a change in Nominated Home Address once per annum. Such request must be supported by evidence such as drivers licence, utility bill, rate notice or rental agreement.

**“On Duty Period”** means the period commencing on the day the Employee joins the Vessel until the day after the Employee leaves the Vessel.

**“Off Duty Period”** commences on the day after the Employee leaves the Vessel.

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

**“OHS”** Occupational Health and Safety.

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

**“Part Time Employee”** is an Employee that is employed on a part time basis in accordance with clause 14 of this Agreement.

**“Permanent Employee”** means an employee who is appointed by the Employer in writing as a Permanent Employee.

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

**“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.

**“ROV”** means remotely operated vehicle.

**“Second Officer”** means the Deck Officer next in classification to the Chief Officer and appointed as such.

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

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

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

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

**“SMC”** means Safe Manning Certificate.

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

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

- Vessels engaged in Commissioning and Decommissioning work;
- Flotel, Self-Propelled Semi-Submersible Accommodation Barge, Walk to Work Vessels or ASV's;
- Pipe Laying Vessel performing pipe laying;
- DP2 or DP3 Dive Support Vessel performing saturation diving;
- Rock Dumping Vessel performing rock dumping;
- Self-Propelled Cable Laying Vessel performing cable laying (not including a seismic vessel);

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

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

**“Supply Vessel”** means a Vessel engaged for the 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.

**“Support Vessel”** means a Vessel 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, ROV operations, pipe reel operations, etc.

**“Swing Cycle”** means a roster cycle made up of working and non-working days.

**“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.

**“Transit Voyage”** means a voyage:

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

**“Travel Day”** means a single days’ pay that does not accrue or use leave.

**“AMOU”** means the Australian Maritime Officers AMOU.

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

**“Watch-keeper”** means Deck Officer.

**“Watch-keeping”** means in accordance with Chapter A VIII (Standards regarding Watch keeping) of STCW.

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

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

## 4 Coverage

4.1 This Agreement covers:



- (a) The Employer;
- (b) The AMOU; and
- (c) The Employees employed by the Employer to work in any of the classifications contained in this Agreement whether or not they are at a particular point in time performing duties on rostered work time on a Vessel.

4.2 This Agreement also applies to Vessels from mobilisation until demobilisation which includes but is not limited to Vessels performing run jobs, international voyages, Vessel delivery, Vessel redelivery, Vessels that are off hire or not on contract, Vessels which are laid-up or on a cyclone mooring, Vessels that are warm stacked or cold stacked, Vessels that are Laid Up, or where a Vessel is used in an emergency situation.

4.3 This Agreement does not cover Employees employed by the Employer for the principal purpose of carrying out work:

- (a) on board a Floating Production Storage and Offloading facility, other than a Transit Voyage;
- (b) in the Dredging Industry;
- (c) in the Renewable Energy (Offshore Wind and Wave) Industry;
- (d) in the Marine Civil Construction Industry which means the carrying out of construction works in a Port or nearshore environment for the purposes of constructing a harbour or wharf, foreshore, jetty, or seawall. The Marine Civil Construction Industry does not include any construction work carried out on or in connection with the Hydrocarbons Industry or a Hydrocarbons Industry Project; or
- (e) in the Fishing industry;
- (f) in the Blue Water Industry which means: the operation of Vessels trading as cargo vessels which, in the course of such trade or operation, proceed to sea on voyages with regular routes on fixed schedules between ports unless the cargo carried by the Vessels is cargo carried for the use in the Hydrocarbons Industry or on a Hydrocarbons Industry Project;
- (g) In the Defence Industry which means the operation of Vessels in direct support of Royal Australian Navy, Australian Army, or Royal Australian Air Force on operations or exercises. Defence Industry does not include Hydrographic Survey work;
- (h) In the Marine Tourism Industry which means the operation of Vessels engaged on a day charter or for an overnight charter wholly or principally as a tourist, sightseeing, sailing or cruise vessel and as a place of or for entertainment, functions, engaged in the provision of water orientated tourism, leisure and/or recreational activities but does not

include the operation of ferries engaged in regular scheduled passenger and/or commuter transport;

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

## **5 Objects of Agreement**

The Employer has developed this Agreement to cover its Masters and Deck Officers. The Employer remains committed to consulting and engaging with different departments and groups to understand all unique interests and issues. This Agreement is intended to foster consistent, transparent and fair offering of terms and conditions to Employees and bring efficiency to the employment relationship and to ensure that new entrants to the industry have attainable training and support.

## **6 No Extra Claims**

It is agreed that there will be no extra claims by either party for the life of this Agreement. This Agreement may, however, be varied at any time during the life of the Agreement in accordance with the Fair Work Act.

## **7 Job Security**

- 7.1 The Employer will give Australian Citizens or Permanent Residents certified as Masters, Chief Officers and Second Officers full, fair and reasonable opportunity to be employed subject to applicable laws.
- 7.2 If this is not possible due to safety reasons or circumstances out of the Employers control, the Employer will in the first instance discuss this with the AMOU to fullest extent possible. In any event, the Employer should seek to engage with the AMOU for suitable candidates should the Employer be unable to source candidates.
- 7.3 The Employer will engage Employees directly, in preference to labour hire employees, subject to operational requirements.

## **8 Delegates Charter**

- 8.1 The Employer and the Employees recognise the right of the Employees to elect a delegate and that the delegate is empowered to promote good workplace relations practices and participate in dispute resolution.
- 8.2 The Master and the Operations Manager must be advised of the appointment of delegates or a change of delegates.
- 8.3 In enhancing the efficiency of delegates, the following principles are agreed:

- (a) The right to be treated fairly and to perform their role as an AMOU delegate without any discrimination in their employment;
- (b) The right to formal recognition by the Employer or their representatives that endorsed AMOU delegates speak on behalf of AMOU members on that particular Vessel;
- (c) The right to consult with Vessel management with reasonable access around the Vessel;
- (d) The right to reasonable paid time off as a Dead Day at the aggregate salary rate, to participate in approved forums with the Employer where Employee representation is appropriate such as:
  - (i) For one AMOU nominated Employee to participate in enterprise agreement negotiations; and
  - (ii) Other matters agreed between the Employer and the AMOU as appropriate.
- (e) The right of each delegate to participate in trade union training in accordance with clause 22.10 – *Trade Union Training Leave* – of this Agreement;
- (f) The right to reasonable access on the Vessel to telephone, email, photocopying, internet and other facilities where available for the purpose of carrying out the delegate's responsibilities and consulting with workplace colleagues and the AMOU;
- (g) The right to place AMOU and other relevant information concerning this Agreement on the Vessel's noticeboard;
- (h) The right to take reasonable leave without pay to work with the AMOU at a time agreed with the Employer. Should this leave be granted it shall not break the Employee's continuity of service; and
- (i) Nothing in this clause authorises the delegate to prejudice non AMOU members in their employment or authorises the Employer to discriminate against non-AMOU members.

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

### **9 Monthly Meeting**

- 9.1 The Employer will allow such Employees as the Master deems not necessary for the proper running and operation of the Vessel to attend any Employer authorised meeting held on the last Tuesday of each month between the hours of 8.00am and noon without any deduction from their Aggregate Salary.
- 9.2 This clause applies to Vessels in the Ports of Darwin, Broome, Dampier, Burnie, Fremantle, Adelaide, Melbourne, Sydney, Newcastle, Port Kembla, Brisbane and Devonport.
- 9.3 This clause will not apply in the case of a Vessel due to sail at or before noon on the day of the meeting or when, for the safety of the Vessel, the Master deems it necessary that all Employees should be on board.

### **10 Consultative Committee**

- 10.1 A Consultative Committee will be established and shall meet at least once every six months to consider the following:
- (a) The implementation and monitoring of the operation of this Agreement;
  - (b) An open exchange of views between the Employees and the Employer;
  - (c) The development and implementation of new employment related initiatives across the fleet;
  - (d) Address changes in information technology that may warrant access to increased telecommunications;
  - (e) The size and composition of the workforce;
  - (f) If informed by the Employer of changes in ownership of the Employer, the effects of such changes in ownership on Employees;
  - (g) Employee training plans and training conducted;
  - (h) Training in accordance with agreed minimum spend;
  - (i) Deck Cadet and Trainees
  - (j) Crew changes and travel arrangements;
  - (k) Leave balances, including leave in advance;
  - (l) Casual earnings;
  - (m) Catering issues; and
  - (n) Gym equipment.
- 10.2 All mutually agreed outcomes as documented in the minutes of the Consultative Committee meeting shall be binding on both parties.

- 10.3 Information provided for the Consultative Committee 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.
- 10.4 The Consultative Committee will include;
- (a) An AMOU Official or another representative of the AMOU
  - (b) Up to three (3) Workplace Delegates
  - (c) Up to three (3) Employer representatives.
- 10.5 For continuity purposes, changes to representation shall be avoided as much as possible and the Employer will accommodate the availability of Employees to the extent that it is reasonably practicable.
- 10.6 The Employer will provide for review at the meetings, all necessary relevant data, however the Employer is not required to disclose confidential or commercially sensitive information.
- 10.7 Attendance at such meetings, including travel days will be treated as Dead Days and will operate in a manner consistent with clause 8 – *Delegates Charter*.
- 10.8 The Employer will facilitate the costs of travel and accommodation to the meeting for up to three (3) representatives who ordinarily reside more than 100 km from the location of the meeting. The parties agree to try to align the consultative committee meetings in line with crew change to minimise any additional cost.
- 10.9 The Parties agree permanent employment should be encouraged. The Consultative Committee will discuss strategies to increase permanent employment taking into account the Employer's business model and the nature and duration of a particular project.

## **11 Consultation regarding Major Workplace Change**

- 11.1 This clause applies if:
- (a) The Employer has made a definite decision to introduce a major change to production, program, organisation, structure, or technology in relation to its enterprise; and
  - (b) The change is likely to have a significant effect on Employees of the Employer.
- 11.2 The Employer must notify the relevant Employees of the decision to introduce the major change.
- 11.3 The relevant Employees may appoint a representative for the purposes of the procedures in this clause. If a relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation and the Employee or Employees advise the Employer of the identity of the representative, the Employer must recognise the representative.
- 11.4 As soon as practicable after making its decision, the Employer must discuss with the relevant Employees:
- (a) The introduction of the change;
  - (b) The effect the change is likely to have on the relevant Employees; and
  - (c) Measures the Employer is taking to avert or mitigate the adverse effect of the change on the relevant Employees.

- 11.5 The Employer must for the purposes of the discussion provide, in writing, to the relevant Employees:
- (a) All relevant information about the change including the nature of the change proposed;
  - (b) Information about the expected effects of the change on the relevant Employees; and
  - (c) Any other matters likely to affect the relevant Employees.
- 11.6 The Employer is not required to disclose confidential or commercially sensitive information.
- 11.7 The Employer must give prompt and genuine consideration to matters raised about the major change by the relevant Employees. In addition, for a change to the Employees' regular roster or ordinary hours of work the Employer will invite the Employees to give their views on the impact of the change.
- 11.8 If a clause in this Agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the Employer, then that other clause will apply to the extent of any inconsistency with this clause.
- 11.9 In this clause, a major change is likely to have a significant effect on Employees if it results in:
- (a) The termination of the employment of Employees;
  - (b) Major change to the composition, operation or size of the Employer's workforce or to the skills required of Employees;
  - (c) The elimination or diminution of job opportunities (including opportunities for promotion or tenure);
  - (d) The alteration of hours of work, including any change to an Employee's regular roster or ordinary hours of work;
  - (e) The need to relocate Employees to another workplace;
  - (f) The need to retrain Employees; or
  - (g) The restructuring of jobs.
- 11.10 The transfer of Employees between Vessels is not considered to be a major change.
- 11.11 In this clause, relevant Employees means the Employees who may be significantly affected by the major change.

## **12 Dispute Resolution Procedure**

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

### **Step 1:**

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

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

If the matter remains unresolved:

**Step 2:**

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

If the matter remains unresolved:

**Step 3:**

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

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

**Step 4:**

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

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

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

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

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

12.4 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.

- 12.5 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.
- 12.6 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.

### 13 Flexibility Term

- 13.1 The Employer and an Employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of the terms of this Agreement provided:
- (a) The arrangement deals with one or more of the following matters:
    - (i) Arrangements about when work is performed, and
    - (ii) Allowances.
  - (b) The arrangement meets the genuine needs of the Employer and the Employee in relation to one or more of the above matters; and
  - (c) The arrangement is genuinely agreed to by the Employer and the Employee.
- 13.2 The Employer must ensure that the terms of the individual flexibility arrangement:
- (a) Are about permitted matters under Section 172 of the Fair Work Act;
  - (b) Are not unlawful terms under Section 194 of the Fair Work Act; and
  - (c) Result in the Employee being better off overall than the Employee would have been if no arrangement was made.
- 13.3 The Employer must ensure that the individual flexibility arrangement:
- (a) Is in writing; and
  - (b) Includes the name of the Employer and the Employees; and
  - (c) Is signed by the Employer and Employee and if the Employee is under 18 years of age, signed by a parent or guardian of the Employee; and
  - (d) Includes details of:
    - (i) 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; and
    - (iv) States the day on which the arrangement commences.
- 13.4 The Employer must give the Employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.



13.5 The Employer or the Employee may terminate the individual flexibility arrangement:

- (a) By giving 28 days' written notice to the other party to the arrangement; or
- (b) If the Employer or Employee agree in writing, at any time.

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

### **14 Types of Employment**

This clause does not apply to Cadets and Trainees.

#### **14.1 General**

An Employee may be employed by the Employer:

- (a) As a Full Time Employee;
- (b) As a Part-Time Employee; or
- (c) As a Casual Employee.

#### **14.2 Part-time Employment**

The hours and pattern of part-time employment shall be agreed in writing by the Employee and the Employer

#### **14.3 Casual Employment**

- (a) A Casual Employee engaged as such will be paid a casual loading of 25% over the life of the agreement in accordance with 14.3(b)(b), in lieu of:
  - (i) Annual leave and personal/carer's leave;
  - (ii) Private health insurance;
  - (iii) Short-term loading.
- (b) Casual Loading will be 21.5% upon approval of the Agreement and shall increase as follows:
  - (i) 1<sup>st</sup> March 2024 casual loading increases to 23%;
  - (ii) 1<sup>st</sup> March 2025 casual loading increases to 24%;
  - (iii) 1<sup>st</sup> March 2026 casual loading increases to 25%.

#### **14.4 Casual Conversion**

- (a) A Casual Employee who has worked regularly for the Employer for three (3) consecutive swing cycles in the previous twelve (12) month period may apply for permanent employment with the Employer. Subject to clause 14.4(b), an Employee will be granted permanency and will commence as a permanent in the next pay cycle.
- (b) If a Casual Employee makes a request for permanency under clause 14.4(a), the Employer will grant the Casual Employee permanent employment unless converting the

Casual Employee to permanent employment would result in redundancies occurring within the proceeding twelve (12) months.

- (c) Nothing in this clause requires a Casual Employee to convert to permanent employment.
- (d) This clause overrides any requirement by the Employer to write to Casual Employees regarding the offering of permanency as outlined under existing industrial relations legal frameworks.

#### 14.5 Permanent Employee Replacement

- (a) The Employer is committed to offering permanent employment where possible. When a Permanent Employee vacates their permanent position for any reason other than redundancy, the Employer will call for an expression interest with offers to fill the vacated permanent position within 28 days, by a Casual Employee.
- (b) The position will be filled within 7 days, where the applicant returns confirmation of permanent employment.
- (c) Nothing in this clause requires a Casual Employee to convert to permanent employment.
- (d) Where the number of Employees expressing an interest in a permanent position exceeds the number of positions available, preference will be given to those with the longest service subject to operational requirements.

#### 14.6 Casual Employee Engagement

- (a) A Casual Employee will be paid on a fortnightly basis.
- (b) A Casual Employee will accrue leave as per Clause 26 – *Two Crew Duty System*.
- (c) Where a Casual Employee is not rostered on or engaged to perform work on board a Vessel, the following applies:
  - (i) The Employer will continue to pay the Employee on a fortnightly basis; and
  - (ii) The quantum equivalent to the Employees' fortnightly pay; and
  - (iii) This payment will be deducted from the Employees' accrued leave until the accrued leave is exhausted.
- (d) For the avoidance of doubt, the period referred to in subclause (c) above is counted towards the Employees length of service i.e., the last day of employment is the last day of accrued leave.
- (e) For the avoidance of doubt, a Casual Employee remains an Employee of the Employer during the period referred to in subclause (c).
- (f) Where a Casual Employee elects to be paid out, subclause (d) and (e) will not apply.

#### 14.7 Other Employment Details

- (a) Permanent Employees may initially be engaged for a probationary period of employment up to the first three completed swing cycles.
- (b) A Permanent Employee who has previously completed three consecutive swing cycles as a Casual Employee for the Employer shall not serve a probationary period.

- (c) The Employer may, subject to reasonable notice, transfer an Employee within its fleet as required.

## **15 Termination of Employment**

### **15.1 Notice of Termination**

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

- (a) Permanent Employees or specified period of time/specified task (where not at end of engagement) Employees who have been continuously employed for:
  - (i) Less than a year – 14 days' notice;
  - (ii) One year or more – 28 days' notice; and
  - (iii) More than two years and Employee is over 45 years of age – 35 days' notice.
- (b) Casual Employees:
  - (i) Minimum of seven days' notice when onshore and rostered to return to work; and
  - (ii) Minimum of seven days' notice when offshore and notice is given by the Employer for the purpose of facilitating the deployment of Full Time Employees, provided that when a Casual Employee is informed in writing of the length of a casual engagement prior to agreeing to undertake it, or the project ceases ahead of the expected completion date and the notice period cannot reasonably be given then the notice period will not apply.
- (c) In all other circumstances where notice is given while offshore, the Employee must remain on the Vessel until the crew change or completion of the works, whichever is first.
- (d) If an Employee fails to give the required notice, the Employer may withhold from any monies due to the Employee on termination under this Agreement, an amount no more than one (1) weeks' wages for the Employee.
- (e) Subject to sub-clause 15.1(d), any accrued leave shall be paid on termination.

### **15.2 Dismissal for Serious Misconduct**

An Employee guilty of serious misconduct on a Vessel or in relation to their employment may be dismissed without notice, if the Vessel is In Port, or if the Vessel is At Sea, on arrival of the Vessel at the next port of call. In these circumstances, the Employee will not be entitled to any wages, travel or other allowances from termination of employment.

### **15.3 Compensation for Master or Deck Officer Loss of Certificate of Competency**

- (a) A Permanent Employee employed in a Master or Deck Officer Classification who is unable to carry out the duties required by the Employer because they have been refused revalidation of their certificate of competency by AMSA where applicable or otherwise the appropriate Authority because of failure on examination to comply with the medical requirements prescribed by the Navigation Act or any Regulations or Orders made thereunder and has failed to satisfy AMSA where applicable or otherwise the appropriate Authority that they can, notwithstanding their inability to comply with such medical requirements, satisfactorily perform the duties appropriate to the certificate in question

or any certificate then held and who is found by further medical examination by an AMSA approved Medical Inspector to:

- (i) Be permanently unable to carry out the said duties and to revalidate a certificate of competency; or
- (ii) Comply with the said medical requirements and/or to be capable of carrying out the said duties but is still unable to satisfy AMSA where applicable or otherwise the appropriate Authority or revalidate their certificate,

shall be entitled to compensation in the manner and on the conditions herein prescribed.

- (b) Subject to subclause 15.3(c), a Permanent Employee to whom subclause 15.3(a) applies shall be entitled to receive on the termination of their employment under this Agreement, a payment at their classification or, where the individual has been on higher serving rate/s for at least 12 continuous months immediately prior to commencing study, the serving rate appropriate to their age in accordance with the following table:

Age	Number of months' salary
Under 30	24 months
30 but less than 35	21 months
35 but less than 40	18 months
40 but less than 45	15 months
45 but less than 50	12 months
50 but less than 55	9 months
55 but less than 60	6 months
Over 60	3 months

- (c) A Permanent Employee shall not be entitled to the benefit of sub clause 15.3(b) hereof where:
  - (i) They die;
  - (ii) They fail to comply with the prescribed medical requirement arises from any of the following:
    - (A) Self-inflicted or self-induced illness or injury; or
    - (B) An illness or injury suffered whilst they are voluntarily involved in or in connection with any activity for financial reward or gain or which unnecessarily subjects them to risk of injury and which activity is substantially unrelated to their employment under this Agreement; or
  - (iii) They are offered suitable alternative employment within the maritime industry.
- (d) A Permanent Employee shall not be entitled to receive the benefits under this sub clause more than once.
- (e) For the purposes of this sub clause, 'illness' or 'injury' shall include but not be limited to a disease, disability, disorder or incapacity.

## 16 Redundancy

### 16.1 Definition of Redundancy

- (a) A redundancy situation arises where the Employer decides that it no longer requires a Permanent Employee's job to be done by anyone (except where this is due to the ordinary and customary turnover of labour).
- (b) Casual Employees and Cadets and Trainees are not entitled to any redundancy benefits under this provision.

### 16.2 Redundancy Payment

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

### 16.3 Redundancy Process

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

- (a) The Employer will inform the affected Employees of the redundancy situation;
- (b) The Employer will determine the number of redundancy packages to apply;
- (c) Voluntary redundancies may occur at any stage during the redundancy process;
- (d) Prior to effecting any redundancies, where possible the Employer will first exhaust the following provisions, in order, to assist the employment of all Employees:
  - (i) Casual Employees will be replaced by Permanent Employees of the same classification;
  - (ii) Excess leave balances will be taken;
  - (iii) Employees will be encouraged to apply for long service leave, study leave, job share arrangements, part paid leave or unpaid leave;
  - (iv) The Employer will request expressions of interest from Employees seeking redundancy on a voluntary basis. Volunteers are not guaranteed selection, however, will be considered consistent with the selection criteria in 16.3(e) below.
- (e) The Employer will effect redundancies (voluntary and involuntary) on the basis of merit and the Employer's operational requirements, taking into account: seniority, skills, experience, performance and behaviour.

## PART 4: Wages and Related Matters

### 17 Remuneration

17.1 An Employee, other than a Cadet or Trainee, will be paid either:

- (a) As provided in the Schedule appropriate to that Employee's classification in accordance with the position on the Vessel to which they are assigned
- (b) Where a Permanent Employee is temporarily reassigned to another position which has a lower salary, the Employee will remain on their original salary for the duration of the temporary reassignment.
- (c) For pre-mobilisation or on-shore duties that the Employer requires the Employee to undertake before performing the said classifications, as a Dead Day at the Aggregate Salary rate provided in Schedule 1; or
- (d) For training, in accordance with clause 22 – *Training* – of this Agreement.

17.2 The remuneration in this Agreement has been fixed on the basis that except where otherwise provided in this Agreement it takes into account all aspects and conditions of employment.

17.3 Except where expressly provided to the contrary, the amounts payable to an Employee pursuant to this clause constitute the whole of an Employee's remuneration. No additional or other payments are payable in respect of overtime or any penalty or disability of any kind. The rates of Aggregate Salary for parts of a year are calculated as follows:

- (a) The monthly rate by dividing the annual rate by 12;
- (b) The fortnightly rate by dividing the annual rate by 26;
- (c) The daily rate by dividing the annual rate by 364.

17.4 Nothing in the remuneration clauses of the Schedules to this Agreement is to be taken or construed as meaning that any classification of Employee referred to is required to be carried on any Vessel and the rate of Aggregate Salary allocated to any classification of Employee will only have effect if such classification of Employee is carried on the Vessel.

17.5 Remuneration will be paid at fortnightly intervals or as mutually agreed upon between the Employer and the Employee.

17.6 A pay notice showing the full details of gross pay, deductions, net pay, superannuation, allowances and leave accrued and taken shall be provided with each payment of salaries.

### 18 Superannuation and Income Protection Insurance

#### Superannuation

18.1 The Employer will make superannuation contributions on behalf of each Employee to a complying fund nominated by the Employee and in the absence of such a nomination by an Employee to a complying default fund.

- (a) Employer's contribution for Permanent Employees shall be 15.25% of the Aggregate Salary of the Employee, which includes the minimum contribution under the Superannuation Guarantee (Administration) Act 1992 (Cth). Employees may elect to use 1.75% of the Employer's superannuation contribution to obtain their own income protection insurance.
- (b) Employer's contributions for Casual Employees shall be made at the rate required under the Superannuation Guarantee Administration Act 1992 (Cth) plus one (1) percentage point. For the avoidance of doubt, the Employers contributions for Casual Employees will be calculated by factoring in the casual loading.
- (c) Superannuation will be paid in accordance with the payroll requirements of the Superannuation Guarantee Legislation.

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

## 19 Salary Sacrifice

19.1 Employees wishing to salary sacrifice must nominate the amount or percentage they wish to salary sacrifice in writing.

19.2 The amount of salary sacrifice can be varied at intervals of twice a year only.

19.3 The effect of a salary sacrifice arrangement on an Employee's Aggregate Salary is as follows:

- (a) For the purposes of fortnightly pay and leave pay, the reduced Aggregate Salary will be used to calculate the amount payable
- (b) For the purposes of long service leave entitlements, redundancy and the period of notice on termination of employment, the Aggregate Salary before any salary sacrifice will be used;
- (c) For the purpose of calculating defined benefit superannuation retirement benefits, the average Aggregate Salary will be based on the salaries before salary sacrifice.

19.4 Salary sacrifice to the superannuation scheme is on the basis that it remains cost neutral to the Employer. If at any time during an Employee's election to salary sacrifice superannuation, there are material changes in taxation or superannuation laws, practices or rulings that materially alter the benefit to the Employee or the cost to the Employer of acting in accordance with the election, either the Employee or the Employer may, upon one months' notice in writing, terminate the election.

## 20 Allowances

### PART A: Disability Allowances

Part A of this clause does not apply to Cadets and Trainees when on board a Vessel in a supernumerary capacity.



## 20.1 Hard-lying Allowances

### (a) Air Conditioning

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

- (i) \$33.49 in Southern Waters; or
- (ii) \$42.64 elsewhere,

shall be paid to the affected Employees.

### (b) Shared Accommodation

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

- (i) An allowance of \$55.20 per day on each day an Employee shares a cabin or share a toilet / bathroom with one other person;
- (ii) An allowance of \$67.20 day on each day an Employee shares a cabin or share a toilet/bathroom with two other persons;
- (iii) An allowance of \$79.20 per day on each day an Employee shares a cabin or share a toilet/bathroom with three other persons.

### (c) Carriage of Extra Personnel

- (i) Where by agreement any Vessel which is not designed to comfortably accommodate personnel in excess of 17, the following allowances shall be payable to Employees;
- (ii) 18 to 27 Persons on Board \$28.32 per Duty Day;
- (iii) 28 or more Persons on Board \$56.40 per Duty Day.

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 provided that an employee in receipt of the Shared Accommodation Allowance is not also entitled to the Carriage of Extra Personnel Allowance.

## 20.2 Sailing Shorthanded

- (a) The Employer and Employees will ensure that Vessels sailing to sea (or continue operating in the case of a drilling Vessel) are not delayed by crew shortage and all Vessels will sail shorthanded, provided that the proper safety and welfare of the crew is not jeopardised.
- (b) It is mutually agreed that no Vessel will be required to sail to sea in contravention of the provisions of the Navigation Act.
- (c) Where an Employee departs a Vessel, and it results in a reduction of the normal crewing complement, and the Vessel is taken to sea, the Employer will pay shorthand to the remaining Employees of the affected department for the period of shorthandedness.
- (d) The payment of shorthand means the Aggregate Salary of the absent Employee will be divided amongst the remaining Employees on the Vessel, under the affected department, for the period of short handedness.

- (e) The payment of shorthand monies will not apply where an Employee is absent because they are on leave for compassionate grounds or evacuated for medical attention or the absence is not the fault of the Employer.

### 20.3 Potable Water

\$33.49 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 in accordance with Australian Standards by an Australian National Association Testing Authority approved laboratory.

### 20.4 Internet Facilities

- (a) The Employer will work with the Vessel owner/operator to 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. This allowance will not apply in circumstances where the communication provider is unable to provide satellite coverage due to technical malfunction of the satellite providers equipment not located on the Vessel.

### 20.5 Protective and Industrial Clothing

- (a) Employees shall be entitled to a clothing allowance of \$770.52 per year, which shall be paid in equal instalments for each pay period. Two pairs of high-visibility overalls per annum (replaced as/where required), appropriate wet weather gear (replaced as/where required) and sea boots shall be provided when required at no cost to the Employee.
- (b) Prescription safety glasses/goggles for Permanent Employees shall be reimbursed up to a maximum of \$300 per twelve (12) month period. Casual Employees qualify after the completion of three (3) swings.

### 20.6 Vessels Wrecked or Stranded

- (a) If the vessel on which an Employee is serving becomes wrecked or stranded, or if by fire, explosion, collision, or foundering, the Vessel is disabled, and an Employee is called upon for special efforts, including fire-fighting duties on or from the Vessel, the Employee will be paid for the time during which the Employee so assists at the rate of \$30.91 per hour in addition to any other rates.
- (b) If under such conditions, and during the course of employment, an Employee sustains damage to or loses the Employee's equipment or personal effects, the Employer shall reimburse the Employee for such loss, but the amount of reimbursement shall not exceed the sum of \$5,125.00.
- (c) Where carriage on board the Vessel is approved by the Employer of any personal electrical, electronic or computer equipment, it shall be insured by the Employer against theft or accidental damage, in the course of employment. Reimbursement will only occur where the Loss/Damage is verified by the Master and upon production of the replacements original receipt.

## 20.7 Quarantine and Isolation Allowance

- (a) Where in connection with a crew change an Employee is required at the direction of the Employer, a client, or the government to undertake quarantining, the Employee will be paid a Quarantining Day at their Aggregate Salary rate as detailed in the Pay Schedule.
- (b) A Quarantine Day is paid as a Duty Day at their Aggregate Salary rate as detailed in the Pay Schedule when such quarantine is in compliance with a the direction of the Employer, a client, or the government to undertake quarantining in addition to an allowance of \$110.00 per day (Paid Post Tax) while in quarantine for meals but under no circumstances shall any Quarantine Days be counted as any part of the Employee's On Duty work period.
- (c) Quarantine accommodation costs for hotel accommodation, all associated travel costs and time spent travelling to and from Quarantine Accommodation are the responsibility of the Employer.

## PART B: Expense Reimbursements

### 20.8 Medicals and MSIC and Passports

- (a) The Employer will upon submission of receipts reimburse a Permanent Employee the portion of the cost of any medical examination, eyesight or hearing test or vaccinations required at the Employer's request or for the Employee to maintain their employment including Flag State medicals not covered by medical insurance. An Employee will attend any medical inspection when required by the Employer.
- (b) OSM will not seek to, either on their behalf or on behalf of a client or third party, obtain an Employee's personal, medical, information beyond what is relevant to their employment subject to applicable employment laws
- (c) If the Employer directs an Employee to attend a medical the Employer will pay Employees a Dead Day for each day or part thereof attending the medical.
- (d) The Employer will reimburse Permanent—Employees for all administrative costs associated with obtaining a MSIC and Passport where required at the Employer's request to maintain their employment except for:
  - (i) An application rejected through no fault of the Employer;
  - (ii) Any appeal process; or
  - (iii) Costs incurred without the consent of the Employer.
- (e) Casual Employees will receive the benefits contained in this clause for the period whilst they are in employment with the Employer and are currently rostered to return to the Vessel.
- (f) It is the responsibility of all Employees to ensure that when joining a Vessel they have a medical that is valid for the expected life of the swing and an up-to-date passport, with a minimum of six months validity. The Employer will arrange any visas required for duty.
- (g) Employees are required to provide the Employer with copies of all certificates held and ensure that the certificates are valid and all originals are in their possession whilst on board the Vessel.

- (h) Where the Employer has concerns over an Employee fitness for work, the Employer shall utilise the Further Examination provision of Marine Orders Part 9.
- (i) If an Employee terminates their employment or has their employment terminated for serious misconduct or unsatisfactory performance costs incurred by Company pursuant to this clause in the twelve months prior to the termination may be deducted by the Employer from any outstanding monies owing to the Employee. Any deductions pursuant to this clause will be consistent with the provisions of s324 of the Fair Work Act and will not in any circumstances be deducted from entitlements provided for in the National Employment Standards.

## 20.9 **Victualling and Accommodation**

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

Breakfast	\$30.24
Lunch	\$39.00
Dinner	\$58.32

- (b) Provided that if the above allowances do not cover the cost of meals in the accommodation, then the Employer will, on production of receipts, meet the reasonable cost of the Employee's meal. Alcohol will not be included.
- (c) Where an in-flight meal is not available an Employee will be entitled to the victualling rate up to the prescribed breakfast and/or midday meal and/or evening meal respectively, on production of an original tax receipt.
- (d) If required by the Employer to undertake travel for business purposes whilst alongside, then any costs (e.g. taxi) associated with such travel will upon submission of receipts be reimbursed by the Employer.
- (e) If required by the Employer to live ashore, accommodation to the normal agreed Australian Maritime Standard, where possible and practicable, will be provided at the Employer's expense.
- (f) Employees required by the Employer to live ashore, may by mutual agreement with the Employer elect to provide their own accommodation, in which event they will be paid \$282.47 per day made up as follows:

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

## 20.10 **Foreign Port Allowance**

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

- (a) For the first night only, the Employer shall provide either:
  - (i) All meals in the hotel, reasonable laundry charges, and reasonable telephone charges; or

- (ii) First class hotel accommodation including bed, breakfast and reasonable laundry charges and an allowance of \$90.00;
- (b) For any subsequent nights, the Employer shall provide first class hotel accommodation including bed, breakfast and laundry and pay a victualling allowance of \$155.40 per night.
- (c) The allowances in this clause only apply to Southeast Asia. In any other area, the Employer and Employees shall negotiate the amount of the daily allowance to apply.

#### **20.11 Damage to Personal Effects**

- (a) Where an Employee substantiates that, in the course of the Employee's work, the Employee's clothing or spectacles have been damaged or destroyed, the Employer will provide compensation for such damage or destruction. Provided that this will not apply when an Employee is entitled to workers' compensation or private health insurance in respect of the damage.
- (b) Payments for spectacle replacement, to a maximum of \$360 in any one year, will only be made where an incident form, as prescribed by the Employer, is lodged at the time the incident occurred.

#### **20.12 Private Health Insurance Allowance**

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

#### **20.13 Conduct of Masters and Deck Officers**

- (a) The Employer will reimburse an Employee engaged as a Master or Deck Officer for any expenses reasonably incurred by that Employee in the performance of their duties in relation to:
  - (i) An enquiry as to casualties or as to the conduct of the Employee for any alleged breach of any maritime or port or other government regulations, unless the authority conducting the inquiry or proceedings finds that such inquiry or proceedings have been occasioned by the serious default or misconduct of the Employee or, in the event of an appeal therefrom, the appellate tribunal finds that such inquiry or proceedings have been occasioned by the serious default or serious misconduct of the Employee; and
  - (ii) Reasonable legal costs incurred or fines imposed by a competent tribunal under any applicable environmental legislation unless such proceedings have been occasioned by the serious default or serious misconduct of the Employee concerned.
- (b) If the Employer disputes its liability under this clause, the question shall be dealt with in accordance with the dispute settlement procedure.

## 21 Drug and Alcohol Testing

- (a) Where an Employee records a positive result to a drug or alcohol test and has not provided the Vessel Master with written medical advice or a copy of a prescription prior to the test occurring the Employee will be stood down without pay.
- (b) If the confirmatory test does not confirm the positive result the Employee will be paid as if they worked their rostered duty.

## 22 Training

### 22.1 Training Contribution Program

- (a) The Employer and Employees recognise the importance of ongoing training in the Maritime Offshore Oil and Gas Industry and the need to ensure training arrangements are cost effective and meet the needs of the industry and its stakeholders.
- (b) Consistent with this the Employer will maintain a Training Contribution Program. The Employer's Training Contribution Program will provide as a minimum, the amount equivalent to 2% annually of the total Aggregate salaries of all Employees covered by this agreement, for the purposes of learning and development. This expenditure is for the purpose of delivering:
  - (i) Pre employment Training;
  - (ii) Inductions and Short Course Training;
  - (iii) Study leave for upgrading Employees AMSA Certificate of Competency or an AMSA Certificate of Proficiency;
  - (iv) Revalidation of an Employees Certificate of Proficiency or Employees Certificate of Competency
  - (v) Refresher training for an Employee's Certificate of Proficiency or Employee Certificate of Competency;
  - (vi) Traineeships or Cadetships sponsored by the Employer;
  - (vii) Any other training agreed by the AMOU and the Employer at the Consultative Committee.
- (c) The Employer will provide relevant deidentified training information to the Consultative Committee including payroll data and course costs.
- (d) The parties acknowledge that there may be instances where an Employee is required to undertake a course whilst on leave.

### 22.2 Applications for training assistance

- (a) Applications for training assistance through the Training Contribution Program can be made by a Employee completing the appropriate Employer sponsorship form.
- (b) Applications for assistance from the training contribution program will be assessed by the Employer on a case-by-case basis taking into account the Employer's financial position, business activities and projected activity for the forthcoming 12 months, projected operational requirements for certification, review of career paths and training budget, with applications to be approved at the Employer's discretion.

- (c) If an Employee is required by the Employer to undertake a course in order to maintain their employment (i.e. revalidation of Certification of Proficiency, or Certificate of Competency) or refresher training, the Employer will cover the costs of the training.
- (d) All arrangements under the Training Contribution Program will be agreed in writing between the Employer and the Employee.
- (e) The Employer will offer the opportunity for one Employee to upgrade from Deck Watch Keeper to Chief Mate during the life of the Agreement.

### **22.3 Payment for Time Spent Training**

- (a) An Employee undertaking an induction onboard will be paid a Duty Day. An Employee who attends an induction onshore will be paid a Dead Day.
- (b) Employees may be required to attend Short Course Training for up to four days per annum (inclusive of travel) for which there will be no payment. Permanent Employees will be paid a Dead Day at the Aggregate Salary for each additional day spent attending Short Course Training.
- (c) An Employee undertaking revalidation of an Employees Certificate of Proficiency or Employees Certificate of Competency will not receive payment to undertake the revalidation.
- (d) Payment to attend other forms of training will be as agreed between the Employer and the Employee.

### **22.4 Payment of Course Costs**

The Employer will pay the course fees of attending any training approved by the Employer.

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

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

## 22.6 Study Leave for a Higher Certificate

- (a) An Employee may apply to the Employer to study onshore and sit for a Master or Deck Officer grade of certificate (listed in Schedule 1 of MO71), on the terms contained in this subclause.
- (b) If the Employer approves the Employee's application, the Employer will provide the Employee with financial assistance for the period/s of study as follows:
  - (i) The Employee will receive pay at 75% of the Aggregate Pay Schedule rate of their rank, as determined by the Employer;
  - (ii) The Employee will not use or accrue leave for the duration of the period of study; and
  - (iii) All other terms and conditions of the financial assistance, including the period/s of study, will be agreed in writing between the Employer and the Employee.
- (c) 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 exams to take up temporary residence away from their Home Port, the Employee will be entitled to an allowance of \$380.00 per week for each week that the Employee resides away from the Employee's Home Port.

## 22.7 Short Course Training

- (a) Short Course Training means STCW refresher training, DP operator training, DP operator revalidation, and biannual DP continued performance development training, electronic charting display information system training and Fast Rescue Craft Training, helicopter underwater escape training /further offshore emergency training/basic offshore safety induction and emergency training/ Compressed Air emergency breathing system training , helideck landing officer training, helideck fire fighting training, Confined Space Entry, Working at Heights, and Gas Testing and Rescue at Heights training.
- (b) Short Course Training does not include any induction/s, union training, Employer workshops, Employer meetings, Employer training, revalidation or upgrading of an AMSA Certificate of Competency or an AMSA Certificate of Proficiency, or revalidating or upgrading a Master or Deck Officer Grade of certificate listed in Schedule 1 of MO71.
- (c) The Employer will pay the course costs and reasonable travel accommodation and victualing expenses in relation to employer approved Short Course Training where the Employee is required to be away from their Home Port to undertake the training.

## 22.8 Deck Cadets and Advanced Standing Cadets Training

- (a) The Employer will pay all college fees and costs including technical books as required associated with approved courses.
- (b) The Employer will pay travel and accommodation costs associated with attendance at college (if required to reside away from their home port). Travel is in respect to the initial travel to the college location then travel to the home port at the end of the course.
- (c) Cadets attending college at their home port will receive:
  - (i) A victualling allowance of \$120 per week.
  - (ii) Payment of travel and accommodation (if required) for such purposes as joining and departing Vessels during periods of qualifying sea service.



## 22.9 Repayment of Training Assistance

- (a) If a Deck Officer Cadet terminates their employment other than (on account of redundancy, illness, *incapacity*, domestic or other pressing necessity) within two years of gaining the certificate the Employer may recover the cost of wages paid at college on a pro-rata basis as per the table below:

Resignation or abandonment of employment	Employee must repay to the Employer
Within six months of obtaining certificate of competency	75% of financial assistance received
Within 12 months of obtaining certificate of competency	50% of financial assistance received
Within 18 months of obtaining certificate of competency	25% of financial assistance received
Within 24 months of obtaining certificate of competency	10% of financial assistance received
After 24 months of obtaining certificate of competency	No repayment required

- (b) If an Employee has received financial assistance pursuant to sub clause (iii) – *Study Leave for a Higher Certificate* – and that Employee resigns or abandons their employment after obtaining the certificate for which they were studying, the Employee must repay to the Employer the financial assistance received as follows:

Resignation or abandonment of employment	Employee must repay to the Employer
Within six months of obtaining certificate of competency	75% of financial assistance received
Within 12 months of obtaining certificate of competency	50% of financial assistance received
Within 18 months of obtaining certificate of competency	25% of financial assistance received
Within 24 months of obtaining certificate of competency	10% of financial assistance received
After 24 months of obtaining certificate of competency	No repayment required

- (c) In all other circumstances where the Employee leaves the employ of the Employer (other than through redundancy) within 12 months of undertaking a training course the Employee will be required to reimburse the Employer the costs of such training. As per the scale below:

<b>Resignation or abandonment of employment</b>	<b>Employee must repay to the Employer</b>
Within six months of completing study/training	50% of financial assistance received
Within 6-12 months of completing study/training	25% of financial assistance received
After 12 months of completing study/training	No repayment required

### 22.10 Trade Union Training Leave

- (a) Trade Union Training is designed to provide skills and competencies that will assist the AMOU 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.
- (b) No later than 14 days prior to undertaking Trade Union Training, the AMOU Delegate may make a written request to the Employer outlining the nature and duration of the course to be attended.
- (c) The Employer will approve Trade Union Training for AMOU Delegates unless the approval will result in inadequate crewing arrangements amongst current Employees or if the proposed training falls within the AMOU Delegate's on-duty period.
- (d) Reasonable costs for recognised trade union training (ie ACTU or AMOU training) shall be borne by the Employer.

### 22.11 OHS Representatives

- (a) Employees covered by this Agreement may opt to hold a vote to elect a workplace representative. The elected Employee must be trained under the OSHMI legislation, within three (3) months of the election taking place, or the next available course.
- (b) Nothing in clause prevents the Parties from agreeing to have more safety representatives should it be reasonably required.

## 23 Attendance at client or project inductions or meetings

Employee attendance at client or project inductions and client or project meetings (including online) will be paid as a Dead Day at the aggregate salary rate 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.

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

### **24 Hours of Work**

#### **24.1 Normal Operations**

- (a) It is the responsibility of the Master to ensure full and early consultation (with the Shipboard Management Committee, where relevant) on the allocation of duties which are required in addition to the normal operation of the Vessel.
- (b) The allocation and prioritisation of duties will take into account that the standard for working hours shall be up to 12 hours per day. It is acknowledged that not every day will be 12 hours depending on operational requirements.
- (c) It is the intention of the Employer that an Employee shall so far as possible work within the hours prescribed above. However, an Employee may be required to work additional hours in the case of a Rig Shift, major machinery breakdown or in the case of an emergency.

#### **24.2 Avoidance of Physical Exhaustion**

- (a) In the case of a Rig Shift, major machinery breakdown or in the case of an emergency, Employees may be required to work beyond 12 hours, provided:
  - (i) An Employee will not be required to be continuously on active duty for more than 14 hours;
  - (ii) Where an Employee has been continuously on active duty for 14 hours, the Employee will not be required for further duty until the Employee has had, for the purpose of rest, a period of 10 consecutive hours' off-duty inclusive of meal breaks.
- (b) Continuous duty for the purpose of this clause is not broken by meal times or breaks of not more than four hours, which include a meal break.

#### **24.3 Swing Cycles**

- (a) For all Vessels, leave will be taken on the basis of four (4) weeks on and four (4) weeks off, unless otherwise provided or otherwise agreed.
- (b) By way of transition, where possible, in accordance with contractual and operational requirements, the four-week swing cycle shall be adopted on a Vessel operating outside of Southern Waters within three (3) months of Agreement implementation. Should contractual requirements prohibit the implementation of this timeframe, the Employer will engage with the AMOU on a plan for the implementation as soon as possible, in any case the implementation of the four-week swing cycle will be prior to 31<sup>st</sup> March 2024.

### **25 Duties**

25.1 All employees will undertake their duties as per job description.

25.2 The loading of ships stores, consumable and other equipment specifically for the maintenance of the vessel is the domain of the vessel's crew, working cooperatively between the departments.

25.3 All Employees shall have the necessary statutory certification and training to enable them to carry out their duties without direct supervision.

#### 25.4 Allocation of Duties

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.

#### 25.5 Shipboard Management Committee

- (a) The Employees are allocated duties where most need exists as determined by the shipboard working committee, which is chaired by the Master and contains the Chief Officer, Chief Engineer and a representative of the IR's/ Catering crew on board.
- (b) The allocation of duties shall be in line with the "teamwork principle." Any Shipboard Working Committee discussion must take into account the following points:
  - (i) The allocation and prioritisation of duties will take into account the standard of up to 12 hours each working day;
  - (ii) The Master has the final say in any decisions;
  - (iii) 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;
  - (iv) 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.
  - (v) It is accepted that IR's other than the IR working in the engine room sometimes maybe required for tasks in the engine room. In these circumstances it is the responsibility of all to ensure these tasks are carried out;
  - (vi) IRs working on deck shall work under the direction of the Master, Officer of the Watch or Chief Integrated Rating.

## 26 Two-Crew Duty System

26.1 A two-crew duty system will operate providing for the appointment of two crews to each Vessel, one on-duty and the other off-duty or in transit.

26.2 The "on-duty" period commences on the day the Employee joins the Vessel. The "off-duty" period commences on the day after the Employee leaves the Vessel.

26.3 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.

#### 26.4 Travel to and from the Vessel

- (a) Where in connection with a crew change an Employee spends more than one "off-duty" day (which does not include the day after the Employee leaves the Vessel) travelling to or from the Vessel at the direction of the Employer, the Employee shall be paid a Dead Day for each additional day or part thereof spent travelling.

- (b) Where the two-crew duty system does not operate, or where a crew member has no relief, the swing-off day will be treated as a Duty Day and will accrue a day's pay and a day's leave.
- (c) Time spent travelling is from the time the Employee leaves their Home Port before joining the vessel and until they return to their Home Port.
- (d) The Employees (and/or the AMOU) are not to make any future claims in respect to the commencement of the Off Duty period.

## 26.5 Transfer Between Vessels

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

## 27 Late Crew Change

27.1 Where a crew change occurs on or after day 38 on a five-week cycle (or day 31 on a four-week cycle) a penalty will apply:

- (a) The penalty for a late crew change 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 36 on a five-week cycle or 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.

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

For example:

### Five-week cycle

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

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

### Four-week cycle

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

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

27.2 The provision of subclause 27.1(a) – *Late Crew Change* – is subject to the following exclusions:

- (a) In the case of Seismic Survey Vessels, Seismic Support Vessels and Geotechnical Vessels, the penalty payment does not commence on day 3, instead it commences on over-cycle day 8. This extended period of eight days, is only available where:
  - (i) The Vessel does not have a certified helipad or a helipad that has been declared for use; and/or
  - (ii) Appropriately certified helicopter facilities are not available;
- (b) Mutually-agreed arrangements between an Employee and their relief on the opposite swing, approved by the Employer;
- (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, cyclone or by closure of the Port by the relevant authority;
- (f) Extended tows (more than 1,000 miles), where a lack of Port facilities prevent crew changes being undertaken. However if the duration is likely to be more than seven days over-swing then this exemption is inactive unless the agreement of the crew is first obtained;
- (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 crew is first obtained; and
- (h) Extreme weather where a crew change in Southern Waters is prevented by a decision of the Master or helicopter pilots due to extreme of sea/wind condition.

27.3 This clause does not apply to Cadets and Trainees when on board a Vessel in a supernumerary capacity.

## 28 Crew Change At Sea

28.1 For Vessels without helicopter-landing facilities, crew changes will normally be undertaken alongside a wharf, jetty, or via launch within port limits. However, there may arise from time-to-time abnormal circumstances where other procedures may be utilised.

28.2 The Employer shall seek to obtain agreement of the AMOU before proceeding with a crew change At Sea. The AMOU will only withhold agreement to crew change on the basis of a genuine and imminent threat to health and safety in undertaking a crew change At Sea.

28.3 Crew changes At Sea in abnormal circumstances or by personnel basket or capsule will only be undertaken in accordance with normal safety procedures and with the approval of the Master of the Vessels involved.

28.4 The Employer and Employees acknowledge that due to the lack of wharf space available in Australia that the use of crew boats in port anchorages is a legitimate means of crew change subject to safe operating procedures being in place.

## 29 Travelling

29.1 An Employee will be repatriated at the Employer's expense to and from the Nominated Home Address for the purpose of taking leave and upon termination of the Employee's employment. Where an Employee terminates their employment before completion of the Employee's first on-duty cycle, the Employee will be responsible for their own repatriation.

29.2 An Employee will be reimbursed for:

- (a) One taxi fare to the airport from the Employee's Nominated Home Address, and vice versa for the purposes of travelling to or from the Vessel, upon production of receipt, up to a maximum of \$181.20 per trip; or
- (b) An allowance of 85 cents per kilometre of the distance travelled (including driving the vehicle back home where applicable) up to the cost of a one-way taxi fare with a maximum of \$181.20.

29.3 Where an Employee has to wait for four hours or more (in addition to the required check-in time) for a connecting flight whilst travelling between the Employee's Vessel and the Employee's Home Port, the Employer will provide hotel accommodation where available. Day rooms will be provided on the basis of one person per room, or as agreed between the Employers and the relevant Employees. An Employee may be provided with an alternative benefit in lieu of a day room, as agreed between the Employer and Employee.

29.4 The Employer acknowledges that in order to facilitate fast turnarounds of Vessels or helicopters on crew change days, some Employees will have extended hours of work and travelling schedules from remote ports. Where this situation can be clearly demonstrated, the Employer will reschedule travel arrangements to enable an appropriate rest period without additional expense to an Employee and no loss of Agreement entitlements with respect to travel/Dead Days etc.

29.5 Off-going crew have the option of breaking their journey home if they can demonstrate to the Master a need based on:

- (a) Hours of work performed in the 24-hour period prior to leaving the Vessel;
- (b) Time of crew change; and
- (c) Flight times.

29.6 Travelling expenses reasonably incurred shall be reimbursable within 28 days in next pay period upon production of an original tax receipt within three months of the expense being incurred.

### 29.7 **Joining Vessel at Foreign Port**

- (a) When joining a Vessel being imported to Australia from a port outside of Australia, where possible the Master will have a minimum of 48 hours familiarisation prior to departure.

Where possible, the Chief Officer and Second Officer classifications will have a minimum of 24 hours familiarisation prior to departure.

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

<b>Arrivals before 1400 hours</b>	<b>All other circumstances</b>
Employees travelling on flights of less than six hours duration, will be required to join the Vessel on the day of arrival at the port outside of Australia or as agreed by Employer and Employee.	Employees will be provided with overnight accommodation at a hotel, and join the Vessel before noon the following day, provided that a minimum 10-hour rest period will be allowed or as agreed between Employer and Employee.

### 29.8 Returning a Vessel to a Foreign Port

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

#### (a) Arrivals In Port Prior to 1200 hours

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

#### (b) All Other Circumstances

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

### 29.9 Flight Club Arrangements

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

### 29.10 Flights

- (a) Commercial airlines and charter airlines will be the normal mode of transport to and from the Vessels.
- (b) Economy fare airlines will be provided.
- (c) In cases where additional baggage is required as part of the Employee's normal duties the Employer will reimburse an excess baggage up to a total of 30kg.

### 29.11 Duty Free on Vessels Travelling to and from Australia

- (a) Employees may bring on-board duty-free items, other than alcohol.
- (b) Any penalties associated with a breach of Customs' requirements will be the responsibility of the individual Employee and not the Employer. If the Employer is fined for the breach, the individual Employee will reimburse the Employer for any costs associated with the proceedings and penalties, if any.



## 29.12 Shore Leave

- (a) When a Vessel is In Port and suitable transport is accessible and available for Employees not required to remain at the Vessel for operational duties, the granting of short leave shall not be unreasonably be denied.
- (b) Suitable transport shall be a taxi, ride share vehicle or a charter vehicle.

## 30 Accommodation and Catering

### 30.1 Keep

- (a) The Employer will accommodate and keep the Employee upon the Vessel upon which they are engaged, at the Employer's cost.
- (b) The best Australian shipboard standards will be provided taking into consideration the need to replenish perishables on a regular basis.
- (c) The documentation of orders, quantities received and condition of items provided to the Vessel will be encouraged to be undertaken by nominated ship's personnel, in order to allow monitoring at the Employer's annual review meeting.

### 30.2 Bedding and Other Utensils

The Employer will provide for the use of the Employees:

- (a) All necessary eating and mess room utensils;
- (b) All bedding, including an innerspring mattress and cotton cover, counterpane, well-fitted pillows and covers, blankets and sheets and/or doonas and doona covers;
- (c) Two bath towels and adequate supply of toilet soap and washing soaps and powders; and
- (d) Sheets, doona covers, bath towels and pillow cases will be laundered at least weekly, counterpanes fortnightly, mattress covers monthly, and blankets and/or doonas every three months.

### 30.3 Amenities

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

### 30.4 Communications

- (a) The Employer will on each Vessel provide Employees with access for private use to email (no attachments) and telephone/fax communications, where such communications are available, in the most effective manner in accordance with the Employer's policy.
- (b) It is noted that this clause does not prevent the Employer seeking to recoup the costs of such private use from an Employee (e.g. incidental-usage should not incorporate overhead cost of providing the infrastructure). Should the Employer seek to recoup a cost, that the Employee believes to be unreasonable, then the matter will be resolved in accordance with the Dispute Settlement Procedure contained in this Agreement.

- (c) The Employer will provide ten minutes per week of private use satellite phone time to each Employee where mobile phone access to a network is not available at any time during the swing duration. The Employer may use either a phone card system or phone log system with the Employee agreeing to the use of payroll deductions for use in excess of the allowance.

### 30.5 Shipboard Standards

- (a) Where any vessel proposed to be covered by this agreement is imported to work in the oil and gas industry, the Employer will determine if a Vessel inspection prior to its mobilisation is necessary. The decision to undertake the inspection will take into account the age of the Vessel and the length of time since the Vessel was last in Australia.
- (b) Vessel inspections will be carried out by AMSA certified Masters or Deck Officers. Where an AMSA certified Master or Deck Officer is not available then the Employer will discuss alternatives with the AMOU.

## 31 Insurances

### 31.1 Navigation Act and SRC Act

- (a) Nothing in this Agreement shall be construed as limiting the rights of any Employee under the Navigation Act.
- (b) The provisions of 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) If for any reason the SRC Act does not apply to the Employee's employment, clause 31.1(c) above will not apply and the Employer agrees to the following in lieu:
  - (i) 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.
  - (ii) Journey Cover-The Employer agrees to cover Employees for any injury incurred between their Nominated Home address and their place of work.
  - (iii) 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 three years.
  - (iv) 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 three years.
  - (v) Group Personal Accident & Sickness Insurance- The Employer agrees to provide coverage for accident and sickness. The coverage includes paying:
    - (A) a Lump Sum Accidental Death Benefit of AUD \$750,000; an Infections Death
    - (B) Benefit of AUD \$375,000. The Employer will provide benefits of no less than these amounts.

## 31.2 Salary Continuance Insurance

- (a) The Employer will provide and pay for insurance against loss of Aggregate Salary for each Permanent Employee where a Permanent Employee is unable to commence a scheduled on-duty period due to either an accident incurred whilst on leave or due to illness.
- (b) Any benefit paid to a Permanent Employee as a result of this insurance cover is in addition to any benefit obtained under the relevant sections of the Navigation Act.
- (c) The insurance cover will be based on the following conditions:
  - (i) The insurance will commence from the day that a Permanent Employee is unable to commence a scheduled on-duty period due to either illness or an accident that occurred whilst the Full Time Employee was on leave.
  - (ii) For the purposes of this subclause, a “scheduled on-duty period” means that prescribed by subclause 24.3 - *Swing Cycles* - under which a Permanent Employee is engaged at the time of the illness or accident.
  - (iii) The benefits provided to a Permanent Employee by this insurance cover shall be limited to a maximum of ten weeks in first year of service and a period equal to 12 weeks in each subsequent year of service, regardless of the number of accidents or illnesses suffered by the Permanent Employee in any year of service.
  - (iv) For the purposes of this subclause, “year of service” shall be calculated from each Permanent Employee’s commencement date with the Employer. From the commencement date of this Agreement, each Permanent Employee will be entitled to claim the appropriate maximum entitlement up until the commencement of their next “year of service”, provided the maximum entitlement does not exceed the period of time between the date of this Agreement and the commencement of their next year of service.
  - (v) The maximum entitlements prescribed in this clause do not accumulate from year to year.
  - (vi) During a period covered by this insurance, a Permanent Employee will neither accrue nor use leave.
  - (vii) Over the period of the insurance a Permanent Employee will receive 75% of their Aggregate Salary rate of pay prescribed by this Agreement.
  - (viii) Benefits payable under this insurance are contingent upon the Employee providing evidence to the satisfaction of the Employer and/or insurer which may include attending any required Employer and/or insurer medical examinations.
- (d) Benefits provided by this subclause shall cease when the Full Time Employee is certified as fit to resume duty by a qualified medical practitioner or upon reaching the maximum limit of the insurance benefits as prescribed in subclause 31.2(c)(iii), whichever is sooner.
- (e) The entitlements in this subclause do not apply to the extent of any entitlement(s) received or payable through any other applicable and available insurance policy or scheme. No medical expenses are payable under this insurance.

No medical expenses are payable under this insurance.

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

### **32 Leave Entitlements under Two-Crew Duty System**

32.1 An Employee (other than a Cadet or Trainee) will accrue time off at the rate of:

- (a) One days' leave for each Duty Day spent on a Vessel under the two-crew duty system for Casual Employees; or
- (b) 1.153 days' leave for each Duty Day spent on a Vessel under the two-crew duty system for Permanent Employees.

#### **32.2 Calculation of Leave Entitlements**

The leave entitlement (above) herein gives full effect to NES entitlements and compensates for:

- (a) Leave with pay for weekends and public holidays worked;
- (b) Intervals of leave;
- (c) Annual leave;
- (d) Personal/carer's leave;
- (e) Compassionate leave; and
- (f) Time spent travelling in off-duty time.

#### **32.3 Taking of Leave Entitlements**

- (a) Any extended period of time off (e.g. outside of the normal swing) is to be taken at a mutually agreed time, having regard to the operational necessity of ensuring that only part of the Permanent crew members in each department on the Vessel take such time off at any one time, to ensure the continued operational efficiency of the Vessel.
- (b) When proceeding on an extended period of time off, it will be the responsibility of the Employee to ensure that they have sufficient entitlements due to enable the Employee to draw continuous pay up to the day of the regular crew change when the Employee is due to re-join their vessel.
- (c) The maximum time off an Employee may accrue under this clause is 105 days. Unless agreement has been reached between the Employee and the Employer, an Employee will be required to take time off to ensure that the maximum of 105 days is not exceeded.
- (d) Leave will be paid according to the rate at which it was accrued.

#### **32.4 Leave in Advance**

- (a) An Employee may apply to take up to 14 days leave in advance. Leave in excess of 14 days may be granted based on compassionate or personal circumstances. This has to be agreed in writing between the Employer and the Employee together with a plan addressing the return to a positive leave balance.

- (b) An Employee may be required to take leave in advance for operational reasons. Where an Employee is required to take leave in advance in excess of 14 days and does not agree to do so, they shall be paid Dead Days until they are placed on a Vessel, on the condition that they are ready, willing and available to work.
- (c) Leave in advance will be returned to credit as soon as possible by offsetting the 1.153 leave accrual for each Duty Day worked or as otherwise agreed between the Employer and Employee taking into account: the Employee's personal circumstances.
- (d) Leave in advance shall be repaid upon termination of employment. Where an Employee employment is terminated a maximum repayment of 14 days leave in advance may be deducted from any monies owing to the Employee unless there is a written agreement reached under this clause which case all leave in advance is repayable.

### **33 Personal/Carer's Leave and Compassionate Leave**

- 33.1 This Agreement at clause 32 – *Leave Entitlements under Two-Crew Duty System* - gives full effect to the NES entitlements to personal/carers leave and compassionate leave.
- 33.2 Arrangements for taking sick leave will be governed by the Navigation Act and the SRC Act see clause 34 – *Sick Employees Landed*.
- 33.3 Applications for compassionate leave will be considered and granted in accordance with the NES.
- 33.4 In addition, upon request, in the event of a serious illness, death or unexpected emergency affecting a member of the Employee's immediate family, the Employer will repatriate the Employee to their Nominated Home Address. The Employer will endeavour to fill the resulting vacancy as soon as reasonably practicable.
- 33.5 "Employee's immediate family" means:
- (a) A spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the Employee;
  - (b) A child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the Employee.

### **34 Sick Employees Landed**

- 34.1 The provisions of Sections 68 and 69 of the Navigation Act and the SRC Act, will apply in respect of all Employees covered by this Agreement. Provided that if an Employee is landed at a port other than the Employee's Home Port, the Employee is to receive in addition to the benefits prescribed in the Navigation Act and SRC Act, the keep or meal and bed allowance referred to in subclause 20.10 – *Foreign Port Allowance* – of this Agreement until the Employee's arrival at their Home Port.
- 34.2 The provisions of Section 68 of the Navigation Act will be deemed to apply where an Employee is in transit to and from work.

### **35 Community Service Leave**

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

## 36 Public Holidays

This Agreement at clause 32 – *Leave Entitlements under Two-Crew Duty System* – gives full effect to the NES entitlements to public holidays.

## 37 Annual Leave

This Agreement at clause 32 – *Leave Entitlements under Two-Crew Duty System* – gives full effect to the NES entitlements to annual leave.

## 38 Parental Leave

38.1 Applications for parental leave will be considered and granted in accordance with the NES.

38.2 Where a person is entitled to no safe job leave under the NES Employee will proceed on special paid maternity leave at 66.3% of the Employees applicable Aggregate Salary in accordance with the NES.

## 39 Family and Domestic Violence Leave

39.1 An Employee, including a Casual Employee, experiencing family and domestic violence is entitled to 10 days per year of paid family and domestic violence leave for the purpose of:

- (a) attending legal proceedings, counselling, appointments with a medical or legal practitioner;
- (b) relocation or making other safety arrangements; or
- (c) other activities associated with the experience of family and domestic violence.

39.2 In addition, an employee, including a Casual Employee, who provides support to a person experiencing family and domestic violence is entitled to access family and domestic leave for the purpose of:

- (a) accompanying that person to legal proceedings, counselling, appointments with a medical or legal practitioner;
- (b) assisting with relocation or other safety arrangements; or
- (c) other activities associated with the family and domestic violence including caring for children.

39.3 This leave will be in addition to existing leave entitlements, may be taken as consecutive or single days or as a fraction of a day, and can be taken without prior approval.

## 40 Long Service Leave

40.1 In satisfaction of the entitlement under applicable long service leave legislation an Employee who has completed at least 10 years continuous service with the Employer shall be entitled to thirteen (13) weeks long service leave paid at their Aggregate Salary rate of pay for long service leave accrued after the date of the commencement of this Agreement. For every five (5) years of continuous service with the Employer thereafter, an Employee shall be entitled to a further 6.5 weeks long service leave paid at their current Aggregate Salary.

40.2 Long service leave entitlements accrued prior to the commencement date of this Agreement will reflect the applicable accrual rate in force at the time of accrual.

40.3 Casual Employees, Cadets and Trainees 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 laws.

40.4 For the purpose of this clause, 'continuous service' or 'continuous employment' is as defined under the applicable long service legislation.

#### 40.5 **Taking Long Service Leave**

- (a) Where a Permanent Employee becomes entitled to a period of long service leave the leave is to be granted and taken within two years after it becomes due, unless otherwise agreed by the Employer or provided by the relevant State or Territory law.
- (b) Employees can be directed to take Long Service Leave if not prohibited by the applicable State or Territory law.

#### 40.6 **Pro-rata Payment**

- (a) Where an Employee has completed at least seven (7) years continuous service but not more than ten (10) years continuous service with the Employer and the employment is terminated:
  - (i) For any reason other than misconduct; or
  - (ii) By death of the Employee,the amount of long service leave shall be prorated and paid to the Employee in accordance with this Agreement.
- (b) If a Permanent Employee is made redundant and has not completed ten (10) years continuous service, they shall be entitled to a pro rata payment of accrued but untaken long service leave up to the date of termination provided the Employee has completed the following:
  - (i) Involuntary redundancy – three (3) years continuous service;
  - (ii) Voluntary redundancy – five (5) years continuous service.

#### 40.7 **Long Service Leave in Advance**

- (a) The Employer and Employee may agree to the Employee taking long service leave in advance of it being accrued and due. Where long service leave is granted and taken in advance and employment is subsequently terminated, the 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.
- (b) Any deductions pursuant to clause 40.7(a) will be consistent with the provisions of s324 of the Fair Work Act.

## Schedule One - Pay Schedule

Column One	Column Two	Column Three	Column Four	Column Five
Classifications	On commencement	From 1 <sup>st</sup> March 2024 the base pay shall be no less than:	From 1 <sup>st</sup> March 2025 the base pay shall be no less than:	From 1 <sup>st</sup> March 2026 the base pay shall be no less than:
Master	\$257,604	\$273,060	\$281,252	\$289,690
Chief Officer / 1st Officer / Senior DPO	\$214,348	\$227,208	\$234,025	\$241,045
2nd Officer / DPO	\$190,840	\$202,290	\$208,359	\$214,609

### Notes:

#### 1. Backpay

The payrate set out in Column Two above shall be treated as effective from 30 September 2023 and Employees will be back paid any shortfall in the first pay period after the commencement of this Agreement.

#### 2. Relativities

(a) The Employer will maintain the following base Pay Schedule relativities between AMOU, AIMPE and MUA classifications for Employees covered by this Agreement.

- (i) Master: 100%,
  - (ii) Chief Engineer: 98%,
  - (iii) Chief Officer: 83.2 %,
  - (iv) Second Officer: 74.1 %, and
  - (v) Integrated Rating: 59.5%
- of the Master's salary.



- (b) When an increase in the base pay schedule rate of AIMPE and MUA classifications in enterprise agreements covering the Employer occurs on or after 1 March 2024 the base pay of Employees covered by this Agreement as set out in the above table will be reviewed, and if necessary increased in the next pay period to maintain the percentage relativities set out in this Schedule.
- (c) In the event that the Employer is not a party to any enterprise agreements covering AIMPE or MUA classifications as at 1 March 2025 and CPI is greater than 3% then the Employees shall be entitled an increase in the base rate set out in Column 4 of the table above equal to the increase in the CPI above 3%. For example if the CPI increase is 4% the base rate of pay of a Master from 1 March 2025 will be \$281,252 plus 1%.
- (d) In the event that the Employer is not a party to any enterprise agreements covering AIMPE or MUA classifications as at 1 March 2026 and CPI is greater than 3% then then the Employees shall be entitled an increase in the base rate set out in Column 5 of the table above equal to increase in CPI above 3%.

## Schedule Two - Crewing Schedule

### 1. Crewing

Minimum crewing levels in this Schedule are indicative and will be subject to operational requirements and the Vessel's SMC.

#### Minimum Crewing of Vessels

Types of Vessel	Supply - PSV	Supply - ROV/IMR	Support	Support Vessels (that can generate 18000 BHP or above)	Seismic	Self-Propelled Drill Vessel	Specialist
<b>Classification</b>							
Master	1	1	1	1	1	1	1
Chief Officer/ First Officer/ Senior DPO/	1	1	1	1	1	2	1
Second Officer / DPO	1	1	1	1	1	2	2

#### Notes:

- (i) Where there is an issue raised on the Vessel with the operational crewing, the issue will be dealt with in accordance with the Dispute Resolution Procedure.
- (ii) The above table provides the minimum crewing levels required for 24-hour operations.
- (iii) The crewing levels are total for the Vessel compliment, regardless of the Employer.
- (iv) Where the Employer or ship operator requires the Master to perform administrative duties which does not allow the Master to be part of the watch-keeping roster on an equal basis, then the Employer will consider carriage of an additional Second Officer will be carried.

## Schedule Three - Deck Officer Cadets Terms and Conditions

The Employer recognises the benefits of training Deck Officer Cadets.

Cadets will fall into one of two classifications of Deck Officer Cadet:

- (a) An Advanced Standing Cadet.
- (b) A Deck Cadet (cadet).

**Rates of pay for Cadets and Advanced Standing Cadets are as follows:**

Column One	Column Two	Column Three	Column Four	Column Five
Classifications	On commencement	From 1 <sup>st</sup> March 2024 the base pay shall be no less than:	From 1 <sup>st</sup> March 2025 the base pay shall be no less than:	From 1 <sup>st</sup> March 2026 the base pay shall be no less than:
1 <sup>st</sup> /2 <sup>nd</sup> Year Cadet	\$43,049	\$45,632	\$47,000	\$48,411
3 <sup>rd</sup> - 4 <sup>th</sup> Year Cadet	\$49,936	\$52,932	\$54,520	\$56,155
5 <sup>th</sup> Year Cadet	\$55,362	\$59,447	\$61,230	\$63,066
Advanced Standing Cadet	\$53,755	\$56,980.30	\$58,689	\$60,450

Allowances contained in clause 20 Part A – *Disability Allowances*, 20.7 – *Quarantine and Isolation Allowance*, and 20.10 – *Foreign Port Allowance* – do not apply to ASC and Deck Cadets.

### **Leave provisions for Deck Officer Cadets:**

Eight weeks annual leave per annum (and pro-rata annual leave for parts of a year). Whilst undertaking sea-time the minimum recommended swing length is 10 weeks on and 2 weeks off.

During periods of study at the college the Deck Officer cadet will take the same leave periods in accordance with the college schedules.

The Employer may require a cadet who was employed by the Employer prior carrying out the pre sea training to enter into a written undertaking that the trainee will remain in its employment for a period of two years after the trainee has sat and obtained the certificate in question, provided that if the trainee remains in the employment of the Employer such employment may be terminated by the Employer.

## SIGNATURES

SIGNED FOR AND ON BEHALF OF **OSM AUSTRALIA PTY LTD:**

Signature:



Date: 29 January 2024

Name: CASEY MUNYARD

Address: 77 Saint Georges Terrace, Perth

Authority to Sign: Managing Director

**Witnessed by:**

Signature:



Date: 29 January 2024

Name: WARREN HARROWER

Address: 77 St. Georges Terrace, Perth

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

Signature:



Date: 5 February 2024


Name: Glenn Walsh - Australian Maritime Officers Union

Address: L1, 52 Buckingham Street, Surry Hills, NSW 2010

Authority to Sign: AMOU Industrial Officer

**Witnessed by:**

Signature:



Date: 5 February 2024

Name: Ling Ling Walsh

Address: L1, 52 Buckingham Street, Surry Hills, NSW 2010