



# DECISION

*Fair Work Act 2009*  
s.185—Enterprise agreement

**Atlas Programmed Marine Pty Ltd T/A Atlas Professionals**  
(AG2023/4660)

## **ATLAS PROGRAMMED MARINE PTY LTD AND AIMPE MARINE ENGINEERS MARITIME OFFSHORE OIL AND GAS INDUSTRY ENTERPRISE AGREEMENT 2023**

Oil and gas industry

COMMISSIONER LIM

PERTH, 8 DECEMBER 2023

*Application for approval of the Atlas Programmed Marine Pty Ltd and AIMPE Marine Engineers Maritime Offshore Oil and Gas Industry Enterprise Agreement 2023.*

[1] Atlas Programmed Marine Pty Ltd has made an application for the approval of an enterprise agreement known as the Atlas Programmed Marine Pty Ltd and AIMPE Marine Engineers Maritime Offshore Oil and Gas Industry Enterprise Agreement 2023 (the Agreement). The application was made under s 185 of the Fair Work Act 2009 (Cth) (the Act). The Agreement is a single enterprise agreement.

[2] The Fair Work Legislation Amendment (Secure Jobs, Better Pay) Act 2022 (Cth) (the Amending Act) made several changes to enterprise agreement approval processes in Part 2-4 of the Act, which commenced operation on 6 June 2023.

[3] Under transitional arrangements, amendments made by Part 14 of Schedule 1 to the Amending Act in relation to genuine agreement requirements for agreement approval applications apply where the notification time for the agreement was on or after 6 June 2023. The genuine agreement provisions in Part 2-4 of the Act, as it was before 6 June 2023, continue to apply in relation to agreement approval applications where the notification time for the agreement was before 6 June 2023. The notification time for the Agreement was 24 September 2021.

[4] On the basis of the material contained in the application and accompanying declarations, I am satisfied that each of the requirements of ss 186, 187 and 188 of the Act as are relevant to this application for approval have been met.

[5] The title of the agreement in the NERR differed from the title contained in clause 1.1 of the Agreement. Pursuant to s 188(2) of the Act (as it was prior to 6 June 2023), I am satisfied that the agreement would have been genuinely agreed to but for the minor technical

errors made in relation to the requirements set out in s 174(1A) of the Act. I am satisfied that the employees covered by the agreement were not likely to have been disadvantaged by the errors. As a result, I am satisfied that the Agreement has been genuinely agreed within the meaning of s 188(2) of the Act.

[6] The Australian Institute of Marine and Power Engineers (the AIMPE), being a bargaining representative for the Agreement, has given notice under s 183 of the Act that it wants the Agreement to cover it. In accordance with s 201(2), and based on the declaration provided by the organisation, I note that the organisation is covered by the Agreement.

[7] The Agreement was approved on 8 December 2023 and, in accordance with s 54, will operate from 15 December 2023. The nominal expiry date of the Agreement is 8 December 2027.



COMMISSIONER

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<AE522653 PR769176>

**Atlas Programmed Marine Pty Ltd  
and AIMPE Marine Engineers  
Maritime Offshore Oil and Gas  
Industry Enterprise Agreement  
2023**

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# PART 1: Application and Operation

## 1. Title

This Agreement is the Atlas Programmed Marine Pty Ltd and AIMPE Marine Engineers Maritime Offshore Oil and Gas Industry Enterprise Agreement 2023.

## 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 approves the Agreement. The Agreement will have a nominal expiry date that is four (4) years after the date of Fair Work Commission approval.

Negotiation of the next Agreement will commence not later than six (6) months prior to nominal expiry of this Agreement.

## 3. Definitions

3.1 In this Agreement unless expressed otherwise:

“**Accommodation Support Vessel**” is a Self-Propelled Semi-Submersible Barge, non-propelled semi-submersible barge or Vessel engaged for the primary purpose of accommodating personnel offshore.

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

“**Agreement**” means the Atlas Programmed Marine Pty Ltd and AIMPE Marine Engineers Maritime Offshore Oil and Gas Industry Enterprise Agreement 2023.

“**AIMPE**” Australian Institute of Marine and Power Engineers.

“**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.

“**BOSIET**” Offshore Safety Induction and Emergency Training.

“**Cadet Engineer**” means a person who, on engagement, does not hold engineering or trade qualifications that would enable them to be classified as a Trainee Engineer.

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

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

“**Chief Engineer**” means the person in charge of the engineering department of the Vessel and is appointed as such.

“**Class 2 Dynamically Positioned Vessel**” means the definition prescribed as per IMO guidelines.

“**Class 3 Dynamically Positioned Vessel**” means the definition prescribed as per IMO guidelines.

**“Construction Project”** means new producing facilities coming into production for the first time only and involves work on:

- Placement of jackets;
- Setting of topsides;
- Laying of new pipelines and flow lines; or
- Setting of risers and associated mooring systems for offshore platforms, monopods, FPSOs or FSOs.

The following are not included as Construction Projects:

- Hook-up or Commissioning;
- De Commissioning;
- Repair, replacement or remedial work on existing facilities or infrastructure; or
- Production work.

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

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

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

**“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 Pay Schedule of this Agreement, whether or not they are at the particular time performing duties on rostered work time on a vessel.

**“Employer”** means **Atlas Programmed Marine Pty Ltd.** ABN 35 009 231 476

**“Engineering Officer”** includes Employees engaged as Chief Engineers, First Engineers, Second Engineers, Engineering Watchkeeper, Electricians, Electrical Technical Officers, Trainee Engineers, Cadet Engineers or Junior Engineers.

**“ETO”** (Electrical Technical Officer) means an Employee who holds an ETO certificate of competency and is appointed as such.

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

**“First Engineer”** means the Engineer next in rank to the Chief Engineer and is appointed as such.

**“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 disconnected or permanently fixed to a mooring riser and which is used to recover, receive, process, store or despatch hydrocarbons to a shuttle tanker.

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

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

“**Full-time**” means a Permanent Full Time Employee.

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

“**Geotechnical Drilling Vessel**” means a Vessel that is engaged in testing and sampling of the seabed prior to the laying of pipelines or the placement of structures.

“**HDF**” Helideck Fire Fighting.

“**HLO**” Helideck Landing Officer.

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

“**HUET**” Helicopter Underwater Escape Training.

“**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 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 in or in connection with offshore oil and gas operations., Specifically relating to the exploration, recovery and production of Hydrocarbons.

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

**“MO72”** means Marine Order 72 (Engineer Officers) 2014 as amended or replaced.

**“MODU”** means a mobile offshore drilling unit.

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

**“Navigation Act”** means the *Navigation Act 2012* (Cth).

**“Near Coastal Vessels”** means landing barges (operating as landing barges), crew boats, line boats and tugs operating in shallow waters operating to support near coastal offshore oil and gas operations other than those in a port.

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

**“Non-propelled MODU”** means a MODU which is provided with personnel in accordance with Marine Order 47 as recognised by AMSA.

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

**“Onshore Duties”** means attendance at client meetings, inductions, workshops, and safety briefings provided that they are not held onboard a Vessel or during the Employee’s scheduled on-duty period.

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

**“Permanent Employee”** means an Employee that is employed as either a full-time or a parttime Employee under clause 14 of the Agreement.

**“POB”** means persons on board.

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

**“RAH”** means Rescue At Heights.

**“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 Engineer”** means the Engineer next in rank to the First Engineer.

**“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 Drilling Vessel”** means a self-propelled MODU.

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

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

**“Sheltered Waters”** is a body of water sheltered by natural and artificial barriers.

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

**“Site Survey Vessel”** means a Vessel not otherwise defined in this Agreement that is being used primarily to survey the seabed.

**“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:

- ASV and/or self-propelled semi-submersible accommodation Vessels;
- Pipe laying Vessel performing pipe laying;
- DP2 or DP3 dive support Vessel performing saturation diving;
- Rock dumping Vessel performing rock dumping; or
- Self-propelled cable laying Vessel performing cable laying (not including a seismic vessel),

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

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

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

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

**“Supply Vessel”** means a Vessel 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 and includes FPSO Offtake Supply/Support Vessel.

**“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.

**“Trainee Engineer”** means a person who, on engagement, holds either a:

- “workshop skills equivalent qualification”; or
- “qualification that is not workshop skills equivalent”; as defined in MO72.

**“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.

**“Union”** means the Australian Institute of Marine and Power Engineers or AIMPE.

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

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

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

**“Work Agreement”** means a Work Agreement as required by Marine Order 11.

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

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

## **4. Coverage**

4.1 This Agreement covers AIMPE, Employer and the Employees in the following circumstances:

- (a) When Employees are engaged onboard a Vessel working in the Maritime Offshore Oil and Gas Industry in Australia.
- (b) When Employees are engaged in any pre-mobilisation, training, Employer approved leave or onshore duties that the Employer requires the Employee to undertake before or after commencing work in the Maritime Oil and Gas Industry in Australia; and
- (c) When Employees are engaged onboard a Vessel in the circumstances listed in clause 14 provided that the Vessel’s last scope of work was in the Maritime Offshore Oil and Gas Industry in Australia.

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 Where required by the Client, Vessels entering and exiting Australia will be crewed by Australian seafarers. In the event a Client intended on having Australians on the transit and this is not possible as a result of international border closures or concerns about crew safety, the Employer will notify the Unions and will discuss and agree on alternative arrangements.
- 4.4 Crewing for transits, periods of lay up and other periods not on project will be in accordance with minimum safe manning or flag state requirements.
- 4.5 This Agreement does not cover Employees employed by the Employer for the principle 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;
  - (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) On Non propelled barges or vessels.

## **5. Objects of Agreement**

- 5.1 This Agreement represents a commitment between the Employer and the Employees to operate the Clients Vessels to a high level of professionalism in a viable and competitive manner; ensuring a high level of safety and customer service whilst ensuring that all Employees are provided with rewarding and satisfying careers.
- 5.2 In developing this Agreement, the Employer and the Employees recognise and adopt the following objectives:

- (a) An ongoing process to achieve overall cost reductions and improvement in the viability of the business.
- (b) The Employer and the Employees agree to continually review this Agreement and workplace practices in order to develop and adopt a culture of continuous improvement.
- (c) The development of a collective and consultative approach between the Employer and the Employees to foster an environment of trust and open communication.
- (d) To create an environment which reflects the needs of a modern industrial society where management and all seafarers work together with respect and cooperation for the benefit of the enterprise.
- (e) To implement a cost-effective training regime for the enterprise.
- (f) To utilise the Dispute Settlement Procedure to resolve grievances or disputes.
- (g) To utilise the Consultative Committee in pursuit of these endeavours; and
- (h) The Employer and Employees are committed to ensuring the ongoing viability of the employment of local seafarers in the Maritime Offshore Oil and Gas Industry.

## **6. Job Security**

- 6.1 The Employer will give local seafarers full, fair and reasonable opportunity to be employed in preference to non-local seafarers, subject to applicable laws.

## **7. No Extra Claims**

- 7.1 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.

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

### **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 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 AIMPE Union delegate without any discrimination in their employment.
  - (b) The right to formal recognition by the Employer or their representatives that endorsed AIMPE delegates speak on behalf of AIMPE members on that particular Vessel.
  - (c) The right to consult with Vessel management with reasonable access around the Vessel.
  - (d) The right to reasonable paid time off as a Dead Day, to participate in approved forums with the Employer where staff representation is appropriate such as:
    - (i) Enterprise agreement negotiations; and
    - (ii) Other matters agreed between the Employer and the AIMPE as appropriate.
  - (e) The right of each delegate to relevant portfolio training.
  - (f) The right to reasonable access on the Vessel to telephone, email, facsimile, photocopying, internet and other facilities where available for the purpose of carrying out the delegate's responsibilities and consulting with workplace colleagues and the AIMPE.
  - (g) The right to place AIMPE 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 AIMPE 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 AIMPE members in their employment or authorises the Employer to discriminate against non-AIMPE members.

### **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 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 will meet at least once every six (6) months to discuss and consider the following:

- (a) The implementation and monitoring of the operation of this Agreement;
- (b) An open exchange of views between the Employees, the Employer and AIMPE;
- (c) The development and implementation of new employment related initiatives across the fleet;
- (d) Changes in information technology that may warrant access to increased telecommunications;
- (e) The size and composition of the workforce;
- (f) Employee training plans and training conducted;
- (g) Crew changes and travel arrangements;
- (h) Leave balances;
- (i) Casual earnings;
- (j) Catering issues; and
- (k) Gym equipment.

10.2 All mutually agreed outcomes as documented in the minutes of the Consultative Committee meeting shall be binding on 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 may include representatives of AIMPE, delegates, other Employees and management. For continuity purposes, changes to representation shall be avoided as much as possible and the Employer will accommodate the availability of delegates to the extent that it is reasonably practicable. The Employer agrees to at least two (2) Employees covered under this agreement being included in this process.

10.5 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.

10.6 Employees authorised to attend such meeting, including travel days, will be treated as Dead Days.

## **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 (including any impact in relation to their family or caring responsibilities).
- 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.
- 11.9 In this clause 11, 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 11, relevant Employees means the Employees who may be significantly affected by the major change.

## **12. Dispute Resolution Procedure**

12.1 If a dispute relates to:

- (a) A matter arising under this Agreement; or
- (b) The NES; or
- (c) Any other matter relating 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 AIMPE or the Employer's nominated representative.

If the matter remains unresolved:

### **Step 2:**

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

If the matter remains unresolved:

### **Step 3:**

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

If the matter remains unresolved:

### **Step 4:**

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

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, and the parties agree, 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 unless he or she has a reasonable concern about an imminent risk to his or her health or safety; and
  - (b) An Employee must comply with a direction given by the Employer to perform other available work at the same workplace, or at another workplace, unless:
    - (iii) The work is deemed not safe; or
    - (iv) 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.

### **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 any of the terms of this Agreement provided:
- (a) The arrangement meets the genuine needs of the Employer and the Employee in relation to one or more of the above matters; and
  - (b) 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 14 does not apply to Cadets and Trainees.

#### 14.1 General

An Employee may be employed by the Employer:

- (i) As a Permanent Full-time Employee;
- (ii) As a part-time Employee; or
- (iii) 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 to ensure that operational requirements are met and varied by agreement in writing. Part-time employee is engaged to work an average of fewer than 38 ordinary hours per week.

#### 14.3 Casual Employment

- (a) A Casual Employee will be engaged as such and will be paid a casual loading increasing to 25% over the life of the Agreement, in accordance with 14.3(b) in lieu of:
  - (i) Annual leave and personal/carer's leave;
  - (ii) Long Service Leave;
  - (iii) Private Health Insurance
  - (iv) Short-term loading;
  - (v) Redundancy.
- (b) Casual loading will be 21.5% upon approval of the Agreement and shall be increased as follows as at:
  - (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%.
- (c) A Casual Employee who has worked regularly for the Employer for three (3) consecutive swing cycles in the previous 12-month period may apply for permanent employment with the Employer. Subject to Clause 14.3(d) an Employee will be granted permanency and will commence as a permanent in the next pay cycle.
- (d) If a Casual Employee makes a request for permanency under clause 14.3(c), the Employer will grant the Casual Employee permanent employment, unless converting the Casual Employee to permanent employment would result in redundancies occurring within the preceding 12 months.
- (e) Nothing in this Clause requires a Casual Employee to convert to permanent employment.

- (f) Casual Employment will be paid on a fortnightly basis including accrued leave until that accrued leave has been exhausted, or as mutually agreed between the Employee and the Employer.
- (g) This clause will be applied consistent with section 66B of the Fair Work Act.

#### 14.4 Other Employment Details

- (a) A Permanent Employee may initially be engaged for a probationary period of employment up to the first three (3) completed duty 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 who have been continuously employed for:
  - (i) Less than a year – 14 days' notice;
  - (ii) One (1) year or more – 28 days' notice; and
  - (iii) More than two (2) years and Employee is over 45 years of age – 35 days' notice.
- (b) Casual Employees:
  - (i) Minimum of seven (7) days' notice when onshore and rostered to return to work; and
  - (ii) Minimum of seven (7) 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, the pro-rata equivalent of the notice entitlement that would otherwise have been payable. Any deductions pursuant to clause 15.1(d) 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.
- (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, including if they refuse to obey a lawful order of any officer of the Vessel, may be dismissed without notice, if the Vessel is in Port, or if the Vessel is at sea, on arrival of the Vessel at the next port of call. In these circumstances, the Employee will not be entitled to any wages, travel or other allowances from termination of employment.

15.3 Compensation for Engineer Officer Loss of Certificate of Competency

- (a) A Permanent Employee employed in an Engineer 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 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 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 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 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:

<b>Age</b>	<b>Number of months' salary</b>
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

- (c) Permanent Employee shall not be entitled to the benefit of subclause 15.3(a) hereof where:
  - (i) They die;
  - (ii) They fail to comply with the prescribed medical requirement arises from anyone 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.
- (d) Permanent Employee to whom subclause 15.3(a) applies shall not be entitled to receive the benefits under this subclause 15.3 more than once.
- (e) For the purposes of this subclause, '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 (4) weeks' redundancy pay for between the first and second years of service (in accordance with the NES) and then, three (3) weeks per year of 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 (7) Dead Days of Aggregate Salary.
- (c) A redundancy payment will not exceed 78 weeks.

### **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 AIMPE of the redundancy situation;
- (b) Voluntary redundancies may occur at any stage of the redundancy process.
- (c) The Employer will determine the number of redundancy packages to apply;
- (d) Prior to effecting any redundancies, where practicable:
  - (i) Job Share Arrangements;
  - (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) Prior to any redundancies, Casual Employees will be replaced by Permanent Employees of the same classification on a last on first off basis, where practicable.
  - (v) The Employer will request expressions of interest from Employees seeking redundancy on a voluntary basis. Volunteers are not guaranteed selection.

- (e) Permanent Employees will be made redundant in the following order.
  - (i) Employees seeking a voluntary redundancy will be considered first, giving consideration to personal circumstances, experience, skills and performance.
  - (ii) The balance of redundancies will be brought into effect based on the Vessel Training Matrix, therefore giving consideration to skills and experience.
- (f) If, in exceptional circumstances, either the Employer or the Union consider it necessary to depart from 16.3(d) the matter will be discussed and where agreed, an alternative formula will apply. Where an alternative formula cannot be reached, the matter will be dealt with in accordance with the Dispute Resolution Procedure.



## PART 4: Wages and Related Matters

### 17. Remuneration

- 17.1 An Employee (other than a Cadet and Trainee) will be paid either:
- (a) As provided in the Pay Schedule in accordance with the position on the Vessel to which they are assigned;
  - (b) 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: or
  - (c) For training, in accordance with clause 21 of this Agreement; or
  - (d) The Employee will be paid a Duty Day at the Aggregate Salary rate for each day worked on and accommodated on board a Vessel.
- 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 17 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 Pay Schedule to this Agreement is to be taken or construed as meaning that any classification of Employee referred to is required to be carried on any Vessel and the rate of Aggregate Salary allocated to any classification of Employee will only have effect if such classification of Employee is carried on the Vessel.
- 17.5 Remuneration will be paid at fortnightly intervals or as mutually agreed upon between the Employer and the Employee.
- 17.6 Casual Employees Engagement:
- (a) A Casual Employee will be paid on a fortnightly basis.
  - (b) A Casual Employee will accrue leave as per Clause 30.
  - (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 17.5(c) above is counted towards the Employees length of service i.e., the last day of employment is the last day of accrued leave applies.
- (e) For the avoidance of doubt, a Casual Employee remains an Employee of the Employer during the period referred to in subclause 17.5(c).
- (f) Where a Casual Employee elects to be paid out, subclauses 17.5(d) and 17.5(e) will not apply.
- 17.7 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.

17.8 The Employer will increase all wages in accordance with the Pay Schedule.

### 17.9 Drug and Alcohol Testing

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

## 18. Superannuation

- 18.1 The default superannuation fund is Australian Super (the **Default Fund**).
- 18.2 The Employer will make superannuation contributions on behalf of each Employee to the Default Fund or another complying fund at the Employee's election.
- 18.3 The 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)*.
- 18.4 Employer's contributions for Casual Employees shall be made into the Default Fund at the rate required under the Superannuation Guarantee Administration Act 1992 (Cth) plus two (2) percentage point. From the 1 March 2026, the percentage point will increase by one (1) percent, totalling three (3) percent over the rate required under the Superannuation Guarantee

Administration Act 1992 (Cth), For the avoidance of doubt, the Employers contributions will be calculated on Ordinary Time Earnings.

- 18.5 Superannuation will be paid in accordance with the payroll requirements of the Superannuation Guarantee Legislation.
- 18.6 Any additional superannuation contribution by the Employer for Permanent Employees under this clause 18 provides compensation for the Employee to obtain income protection insurance.
- 18.7 Superannuation contributions will be made monthly to a default fund or another complying MySuper fund at the Employee's election within 28 days from months' end. Contributions will also be made 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 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

This clause 20 Part A 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 (4) 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 or share a toilet/bathroom, they shall be entitled to the following:

- (i) An allowance of \$56.03 per day on each day an Employee shares a cabin with one (1) other person;
- (ii) An allowance of \$68.21 per day on each day an Employee shares a cabin with two (2) other persons;
- (iii) An allowance of \$80.39 per day on each day an Employee shares a cabin with three (3) other persons.

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

(c) Carriage of Extra Personnel

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

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

(d) Internet Facilities

The Employer will pay an allowance of \$50.00 per day after 72 hours of internet service being below provisions stated in clause 28.3(b)(ii). This allowance will not apply in circumstances where the communications provider is unable to provide satellite coverage due to technical malfunction of the satellite providers equipment not located on the vessel.

## 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 a Vessel is required to sail to sea with less than the applicable normal crewing complement of crew members of a particular department the Vessel will be taken to sea on the understanding that the Aggregate Salary of the absentee crew member will be divided amongst the remaining crew members on the Vessel, under the department, for the period of short handedness. The payment of shorthand monies will not apply, however, where the short handedness results from the granting of leave to a crew member on compassionate grounds or evacuation for the purposes of medical attention.
- (d) The crewing complement is outlined in the Minimum Crewing Matrix of Vessels, however there may be requirements or scopes of work that requires increased crewing to a vessel during operations. Where this occurs, the Parties agree that the increased

crewing becomes the normal crewing complement during operations for the purposes of this clause. In this instance, clause 20.2(c) applies. For clarity shorthand is not payable for periods of transit, down time, lay up or any scenario outside of normal operations.

### 20.3 Potable Water

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

### 20.4 Protective and Industrial Clothing

- (a) Employees shall be entitled to a clothing allowance of \$782.08 per year, which shall be paid in equal instalments for each pay period (shall be paid fortnightly on a prorated basis).
- (b) Two pairs of high-visibility overalls per annum, appropriate wet weather gear (as/where required) and sea boots shall be provided at no cost to the Employee.
- (c) Permanent employees shall be entitled to a reimbursement for prescription safety glasses to a maximum of \$300 per 12-month period, upon production of a receipt. Casual employees qualify after the completion of three (3) swings.

### 20.5 Vessels Wrecked or Stranded

- (a) If the vessel on which an Employee is serving becomes wrecked or stranded, or if by fire, explosion, collision, or foundering, the Vessel is disabled, and an Employee is called upon for special efforts, including fire-fighting duties on or from the Vessel, the Employee will be paid for the time during which the Employee so assists at the rate of \$28.26 per hour in addition to any other rates.
- (b) If under such conditions, 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 \$5,064.
- (c) Where carriage on board the Vessel is approved by the Employer, any personal electrical, electronic or computer equipment shall be insured by the Employer against theft or accidental damage, in the course of employment.

### 20.6 Synthetic Based Mud Allowance

The Employer will pay an allowance of \$30.00 per Day to all Employees working on board with Synthetic based Mud involving transfer to and from a Vessel. This will be payable only to those employees who directly handle mud themselves.

### 20.7 Quarantine and Isolation Allowance

- (a) A payment the equivalent of a Duty Day, will be provided to each Employee, if required to undertake quarantine or isolation. An allowance of \$110 per day shall also be payable without receipt, and in advance of entering quarantine/isolation.
- (b) Any time an Employee spends time in accommodation at the direction of the Employer to or from a Vessel (including time in transit, or time in accommodation, or time in quarantine or isolation) will have those costs associated costs (including non-alcoholic beverages and victualling) paid by the Employer in accordance with clause 20.9.

## **PART B: Expense Reimbursements**

### **20.8 Medicals, Passport and Certificate of Competency**

- (a) The Employer will upon submission of receipts reimburse an Employee for 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 and AMSA medicals not covered by medical insurance. An Employee will attend any medical inspection when required by the Employer.
- (b) Employees that undergo a medical examination will be paid a Dead Day.
- (c) An Employee who fails a medical due to an Drug and Alcohol breach will not be paid a Dead Day. If an Employee as a result of the medical is required to undertake further medical appointments and/or treatment as a result of a pre-existing medical condition, this will be at the Employees own time and expense.
- (d) Permanent Employees will be reimbursed the costs of maintaining their certificate of competency, DP tickets and cost of DP logbooks.
- (e) The Employer will reimburse Permanent Employees for all administrative costs associated with obtaining an MSIC where required at the Employer's request or for a full-time Employee 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.
- (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 (6) 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) 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.
- (i) If an Employee terminates their employment or has their employment terminated for serious misconduct or unsatisfactory performance these costs may be deducted by the Employer from any outstanding monies owing to the Employee. Any deductions pursuant to clause 20.8(i) 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 tax receipts:

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

- (b) Provided that if the above allowances do not cover the cost of meals in the accommodation, then the Employer will, on production of tax 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 tax receipts be reimbursed by the Employer.
- (e) If required to live ashore, accommodation to the normal agreed Australian Maritime Standard, will be provided at the Employer's expense.
- (f) Employees required to live ashore, may elect to provide their own accommodation, in which event they will be paid \$282.78 per day made up as follows in AUD:

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

#### 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.

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

## 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 a health fund membership to the Employer.
- (b) Permanent Employees who take out either family cover or single cover will be entitled to an allowance of up to \$4,500 per year.

## 20.13 Conduct of Engineers

- (a) The Employer will reimburse an Employee engaged as an Engineer 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 regulations, unless the authority conducting the inquiry or proceedings finds that such inquiry or proceedings have been occasioned by the default or misconduct of the Employee or, in the event of an appeal there-from, 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 20.13, the question shall be dealt with in accordance with the settlement of disputes procedures.

# 21. Training

## 21.1 Short Course Training

- (a) For the purposes of this Agreement, Short Course Training means any training that:
  - (i) Does not involve upgrading revalidation or upgrading of an AMSA Certificate of Competency or an AMSA Certificate of Proficiency.
- (b) Short Course Training includes (but is not limited to) STCW Refresher Training in DP Maintenance (including cost of DP Logbooks), the Automation Electronics and Electrical course, Fast Rescue Craft Training, HUET/FOET/BOSIET/CA-EBS, HLO, HDFF, Confined Space Entry, Working at Heights, and Gas Testing and Rescue at Heights training. All short Course training will be determined in accordance with the requirements identified in the Company Training matrix of the Vessel and/or project the employee is allocated to.
- (c) The Employer will pay course costs and reasonable travelling, accommodation and victualing expenses incurred by an Employee in relation to Employer-approved Short Course Training.
- (d) Employees will be paid a Dead Day for each day spent attending Short Course Training (inclusive of travel).
- (e) Employees will be paid a Dead Day for each day spent partaking in an induction (including online).



- (i) Prior to the commencement any training directed by the Employer, the Employee will be advised the total number of Dead Days that will be applied to complete the required course(s). For the avoidance of doubt, payment for online training courses will be based upon the duration of the specific course. E.g. if an Employer requires an Employee to complete four (4) online courses and each are for a 1 hour duration (4 hours total), only one (1) Dead Day will be applied. This is to ensure that Employees have a reasonable time to complete the allocated courses. If the Employee, then chooses to complete the courses over multiple days they are not entitled to receive additional Dead Day payments. With respect to online courses, it would be expected that an Employee could complete up to eight (8) hours of online courses for the payment of one Dead Day.
  - (ii) Where an Employee is unable to complete an online (or face to face) course due to internet quality/unavailability or personal reasons, the Company would expect the Employee to complete the directed course(s) at a later date with no payment of an additional Dead Day.
- (f) If a Permanent or Casual Employee resigns from or abandons their employment within twelve (12) months of undertaking Employer-funded Short Course Training, that do not form part of a project specific training matrix, the Employee will reimburse the Employer the total costs of such training For avoidance of doubt any STCW Refresher Training in DP Maintenance (including cost of DP Logbooks) are considered Short Course Training that is specific to the position, not a project training matrix and therefore could be requested by the Employer to reimburse.
  - (g) Short Course Training does not include client or project inductions. Employee attendance at client or project inductions and client or project meetings 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.
  - (h) The Employer agrees that Employees performing the role of Chief Engineer and ETO onboard shall hold DP Maintenance certification or training, should they not hold this training, company will ensure the training is provided to these Employees as soon as reasonably practical.

## 21.2 Training Contribution Program

- (a) The Employer's Training Contribution Program will provide as a minimum, the amount equivalent to 2% annually of the total Annual Payroll for all Employees covered by this agreement, for the purposes of learning and development. Included in this program is funding for:
  - (i) Study leave for upgrading Employees AMSA Certificate of Competency or an AMSA Certificate of Proficiency.
  - (ii) Traineeships or Cadetships sponsored by the Employer.
  - (iii) Short Course Training.
  - (iv) Chief Engineer Course, where operationally a promotion to Chief can be facilitated on a Client's Vessel.
  - (v) Any other training agreed by both AIMPE and the Employer at a Consultative Committee Meeting.

- (b) Applications for training assistance through the Training Contribution Program can be made by a Permanent or Casual Employee completing the appropriate Employer sponsorship form. Applications will 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) If an Employee is receiving assistance from the training contribution program and that Employee resigns or abandons their employment prior to completing the training and study for which the assistance was granted, the Employee must repay to the Employer all financial assistance they have received in relation to that training/ study.
- (e) If an Employee has received assistance from the training contribution program under subclause 21.2(b) and that Employee resigns or abandons their employment after completing the training and study for which the assistance was granted, the Employee must repay to the Employer the financial assistance received as follows:

<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 12 months of completing study/training	25% of financial assistance received
After 12 months of completing study/training	No repayment required

- (f) Over the life of the agreement, within the 2% training spend, the Employer agrees to approve and sponsor training for a minimum of two (2) Traineeships or Cadetships and four (4) Employees for upgrading skills and/or Certificate of Competency. The Union and the Employer can alter these numbers if there is an abundance of Engineers available or there is an expected downturn of work.

### 21.3 Casual Employees and Training Reimbursement

- (a) In cases of hiring a new Casual Employee for greater than one (1) swing, where they have completed training which is operationally required by Atlas Programmed Marine Pty Ltd as identified under the Company Training Matrix of the Vessel and/or project the Employee is allocated to, within three (3) months of joining a vessel, and that training is used as part of their engagement with the Company, the Casual Employee would be entitled to receive re-imburement for the cost of the course only.
- (b) To enable Employee reimbursement, the new Casual Employee is to have completed two (2) complete swings within a 12-month period provided; evidence of personal payment of the course with a course receipt; and provide the certification as having successfully passed, to demonstrate that they have satisfactorily met the requirements of that course.
- (c) To avoid double dipping, where an Employee has been found to already on-charge this course cost to another Employer, the Company has the right to refuse reimbursement or recover those costs, during the current or any subsequent employment period.
- (d) The reimbursement amount is capped at \$2,200 total cost per Casual Employee per calendar year.

#### 21.4 Study Leave

- (a) An Employee may apply to the Employer for study onshore and sit for an engineer officer grade of certificate (listed in Schedule 1 of MO72); on the terms contained in this subclause 21.4.
- (b) Applications for study leave will be assessed by the Employer on a case-by-case basis, with applications to be approved at the Employers' discretion and applications will not be unreasonably refused.
- (c) 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 Pay Schedule of their rank as determined by the Employer.
  - (ii) The Employee has been in the employment of Employer for the 12 months prior to commencing the period of study.
  - (iii) The entitlement will be confined to the first attempt to obtain the certificate in question.
  - (iv) The Employee will not use or accrue leave for the duration of the period of study.
  - (v) Where an Employee is holder of a certificate of competency and has completed the required sea time in order to sit for the oral examination for a higher certificate, the Employee is entitled to fourteen (14) days study leave: and
  - (vi) 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.
- (d) Where the Home Port of an Employee is situated at a place other than that at which the course is conducted and it is necessary for the Employee when studying and sitting to take up temporary residence away from their Home Port, the Employee will be entitled to an allowance of \$456 per week for each week that the Employee resides away from the Employee's Home Port.
- (e) If an Employee is receiving financial assistance and that Employee resigns or abandons their employment prior to obtaining the certificate for which they are studying, the Employee must, subject to the Fair Work Act, repay to the Employer all financial assistance they have received in relation to that study.
- (f) If an Employee has been approved to receive financial assistance and the employee is subsequently retrenched, the Employee will be entitled to payment of 75% of the Aggregate rate (at the date of termination) for the respective period of attendance, by the Employer at the course of study for such certificate as approved and provided that the Employee furnishes the Employer with reasonable proof of satisfactory attendance by the Employee at the course and examination.
- (g) If an Employee has received financial assistance pursuant to this clause and that Employee resigns or abandons their employment after obtaining the certificate for which they were studying, the Employee must subject to the Fair Work Act, repay to the Employer the financial assistance received as follows:

<b>Resignation or abandonment of employment</b>	<b>Employee must repay Employer</b>
Within 6 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 payment required

- (h) Leave for trade union training will not be unreasonably refused by the Employer.
- (i) Reasonable costs for recognised trade union training shall be borne by the Employer.

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

### **22. Hours of Work**

#### **22.1 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 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.

#### **22.2 Avoidance of Physical Exhaustion**

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:

- (a) An Employee will not be required to be continuously on active duty for more than 18 hours;
- (b) Where an Employee has been continuously on active duty for 18 hours, the Employee will not be required for further duty until the Employee has had, for the purpose of rest, a period of 10 consecutive hours' off-duty inclusive of meal breaks.

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.

#### **22.3 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 current contractual and operational requirements, the four- week swing shall be adopted on a Vessel operating outside of Southern Waters within three (3) months of the Agreement implementation. Should current contractual arrangements prohibit the implementation of this timeframe, the Employer will engage with the Union on a plan for implementation as soon as possible, in any case the implementation of the four- week swing cycle will occur prior to the end of 2023 calendar year.

### **23. Duties**

23.1 All Employees will undertake their duties as per their job description.

23.2 To achieve maximum flexibility, Employees shall work as a team with each Employee working to the level of their classification, job description, training, competence, certification, and applicable legislation in a cooperative effort, to ensure the safe and efficient operation of the Vessel.

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

#### 23.4 Shipboard Management Committee

The Employees are allocated duties where most need exists as determined by the Shipboard Management Committee (where relevant). The Shipboard Management Committee on drill ships shall comprise the Master, Chief Officer, Chief Engineer, First Mate, First Engineer, Chief Integrated Rating and Chief Steward. On offshore Vessels with a lesser crewing, it shall at least comprise the Master and Chief Engineer on board.

#### 23.5 Allocation of Duties

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

- (a) The Master has the final say if any joint decisions reach a stalemate.
- (b) The Chief Engineer is responsible for the safe and efficient running of the ship'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.
- (c) An Integrated Rating working in the engine room works under the direction of the Chief Engineer. When this Employee is required by the Shipboard Management Committee to work on deck, the Employee shall work under the direction of the Master or Officer of the Watch.
- (d) It is accepted that Integrated Ratings other than the Integrated Rating currently working in the engine room sometimes may be required for tasks in the engine room. In these circumstances it is the responsibility of all to ensure that these tasks are carried out.
- (e) Integrated Ratings working on deck, shall work under the direction of the Master or Officer of the Watch or Chief Integrated Rating.

## **24. Two-Crew Duty System**

24.1 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.

24.2 The "on-duty" period commences on the day the Employee joins the Vessel.

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

24.4 Whereby, 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 onboard past midday who are meant to depart the Vessel will be paid as a Duty Day.

24.5 Where in connection with a crew change an Employee spends more than one "off-duty" day (which does not include swing-off day) travelling to or from the Vessel, the Employee shall be paid a Dead Day for each additional day or part thereof spent travelling. Any day or part thereof spent travelling prior to the day on which the Employee joins a Vessel will be treated as a Travel Day.

24.6 Where the two-crew duty system does not operate, or where a crew member has no relief covered by the Agreement, the Swing-off Day will be treated as a Duty Day and will accrue a

day's pay and a day's leave. This subclause 24.6 does not apply to Cadets and Trainees when onboard a vessel in a supernumerary capacity.

24.7 Time spent travelling is from the time the Employee leaves their Nominated Home Address before joining the vessel or until they return to their Nominated Home Address.

24.8 The Employees (and/or their Union) are not to make any future claims in respect to swing-off day.

24.9 Home Port

- (a) An Employee may request a change of Home Port once in each calendar year.
- (b) The Employer will approve an Employee's change of Homeport (where the forgoing has been satisfied) commencing from the FWC's approval of this Agreement.

24.10 Transfer Between Vessels

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

**25. Late Crew Change**

25.1 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 (as described in subclause 25.2) is the Employee's normal Salary plus normal leave accrual plus one additional day's Salary from (and including) day one after the due date (day 36 on a five-week cycle or day 29 on a four-week cycle); and
- (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.

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

**Five-week cycle**

If an Employee is crew changing on or after day 38 then the Employee is entitled to their normal Duty Days plus one additional 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 31 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

- 25.3 The provision of subclause 25.1(a) is subject to the following exclusions:
- (a) Mutually-agreed arrangements between an Employee and their relief on the opposite swing, approved by the Employer;
  - (b) Where a relief was about to join the Vessel but is prevented from doing so by compassionate grounds or illness/injury of the relief or the negligence of the relief in the 24 hours prior to the due crew change;
  - (c) Where a relief was about to join the Vessel but is prevented from doing so by failure/delay of commercial airline connections;
  - (d) Where a crew change is prevented by cyclone, a cyclone warning, or by closure of the Port by the relevant authority;
  - (e) Extended tows (more than 1,000 miles), where a lack of Port facilities prevent crew changes being undertaken. However if the duration is likely to be more than seven days over-swing then this exemption is inactive unless the agreement of the crew is first obtained;
  - (f) Re-delivery voyages, however if the duration is likely to be more than seven days over-swing then this exemption is inactive unless the agreement of the crew is first obtained; and
  - (g) Extreme weather where a crew change in southern waters is prevented by a decision of the Masters or helicopter pilots due to extreme of sea/wind condition.
- 25.4 This clause 25 does not apply to Cadets and Trainees when on board a Vessel in a supernumerary capacity.

## 26. Crew Change at Sea

- 26.1 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.
- 26.2 Crew changes at sea in abnormal circumstances or by personnel basket or capsule or vessel to vessel transfers will only be undertaken in accordance with normal safety procedures and with the approval of the Master of the Vessels involved and after agreement with AIMPE.
- 26.3 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.



## 27. Travelling

- 27.1 An Employee will be repatriated at the Employer's expense to and from the Employee's Home Port for the purpose of taking leave and to the Employee's Home Port upon termination of the Employee's employment. At the Employee's request and in lieu of return to the Home Port, the Employee will be flown to the Australian regional airport closest to their place of residence where such regional airport is serviced by a mainstream airline. Where an Employee terminates their employment before completion of the Employee's first on-duty cycle, the Employee will be responsible for their own repatriation.
- 27.2 An Employee will be reimbursed for:
- (a) One taxi fare to the airport from the Employee's home, and vice versa for the purposes of travelling to or from the Vessel, upon production of receipt, up to a maximum of \$181.20 per trip; or
  - (b) An allowance of 85 cents per kilometre (or the current Australian Tax Office rate should this be higher) 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.
- 27.3 Where an Employee has to wait for four (4) hours or more for a connecting flight whilst travelling between the Employee's Vessel and the Employee's Home Port, the Employer will provide hotel accommodation where available. Day rooms will be provided on the basis of one person per room, or as agreed between the Employers and the relevant Employees. An Employee may be provided with an alternative benefit in lieu of a day room, as agreed between the Employer and Employee.
- 27.4 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.
- 27.5 The definition of extended work and travel schedules is: *"Where at time of arrival for the last scheduled air travel leg to the Employee's Home Port, an Employee has been at work, travel, and/or transit in excess of eighteen hours; inclusive of meal breaks and airport transits."*
- 27.6 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.
- 27.7 Travelling expenses reasonably incurred shall be reimbursable within 28 days upon production of an original tax receipt within three months of the expense being incurred.
- 27.8 Joining Vessel at Foreign Port
- (a) 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) When joining a Vessel being imported to Australia from a port outside of Australia, where possible the Chief Engineer and First Engineer will have a minimum of 48

hours familiarisation prior to departure, with other Engineer Officers to have a minimum of 24 hours.

<b>Arrivals between 0600 and 1200 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.

#### 27.9 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 (4) hours' notice of flight departure and where their flight will not exceed nine (9) hours duration, then Employees will be expected to fly out on the day of arrival. Agreement provisions regarding day rooms in hotels also apply.

(b) All Other Circumstances

Employees will be provided with overnight accommodation at a hotel and fly out on the first available flight the next day provided that a minimum 10-hour rest period has elapsed from arrival at the hotel, or as agreed by the Employer and Employee

#### 27.10 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.

#### 27.11 Flights

- (a) Commercial airlines and charter airlines will be the normal mode of transport to and from the Vessels unless there is an interruption to the service outside the charterers control, which renders their ability to provide the same service in a reasonable time frame. In this instance, the Company can choose alternate travel medium which will be appropriate in the circumstances in order to transfer Employees either to the Vessel or home safely.
- (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.

#### 27.12 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.

### 27.13 Shore Leave

- (a) When a vessel is in Port and suitable transport is accessible and available, then suitable transport will be provided upon request, for seafarers who are not required to remain on the Vessel to carry out operational tasks during their scheduled shift. Travel to and from the Vessel will be granted up to 50km each way, from the Port in which the Vessel is berthed.
- (b) The Vessel Master or an Officer shall be responsible for arranging suitable transport and setting the times the shore leave transport departs the Vessel and returns to the Vessel.
- (c) Suitable transport shall be a taxi, ride share vehicle or a charter vehicle.
- (d) It is the responsibility of each person who proceeds on shore leave to return to the Vessel within the timeframe set by the Vessel Master to ensure the Vessel is able to leave Port at the scheduled time.
- (e) Any issue pertaining to the operation of this provision should be raised and dealt with through the consultative committee meetings.

## 28. **Accommodation and Catering**

### 28.1 Keep

- (a) The Employer will accommodate and keep the Employee upon the Vessel upon which they are engaged, at the Employer's cost.
- (b) Perishables will be replenished on a regular basis and will meet best Australian shipboard standards.
- (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.

### 28.2 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 (3) months.
- (e) Where there is no Steward on board, bed linen and towels will be sent on shore to laundered on crew change day, if facilities are available within 50km of the Port where the Vessel is docked/ berthed.

### 28.3 Amenities

- (a) A CD player with AM/FM radio capability, television and DVD player will be provided for each Vessel as practicable. Physical exercise equipment will be provided on board

Vessels, where such equipment is sought and can be practicably installed and is considered by the Employer as safe to use.

(b) Communications

- (i) The Employer will on each Vessel provide Employees with access for private use to email (no attachments) and telephone/fax communications, where such communications are available, in the most effective manner in accordance with the Employer's policy.
- (ii) The Employer will provide the minimum internet speed of 3Mbps (upload and download) on board each Vessel by 31 December 2023.
- (iii) The Employer will provide ten (10) 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.

28.4 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 and the union will determine if a Vessel inspection prior to its mobilisation is necessary. The decision to undertake the inspection will take into account the age of the Vessel and the length of time since the Vessel was last in Australia.
- (b) Following notification, the Employer and the Union will discuss issues relating to crewing and the appropriate Vessel classification. The Employer and the Union will have a Memorandum of Understanding (MOU) between them. The MOU will provide the terms of reference and requirements etc. of a union inspection.

28.5 Cleaning Quarters

The Master will ensure that the crew living quarters, passengers' accommodation, mess rooms, recreation rooms, bathrooms and lavatories are thoroughly cleaned daily.

## 29. Insurances

29.1 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, the Employer and the Employees shall still carry out all obligations, and the Employer shall be entirely responsible for all entitlements, in accordance with the SRC Act as if the SRC Act applied to the Employee's employment.

29.2 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 29.2, a “scheduled on duty period” means that prescribed by subclause 22.3 (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 29.2, “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 29.2 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 29.2(c), whichever is sooner.
- (e) The entitlements in this subclause 29.2 do not apply to the extent of any entitlement(s) received or payable through any other applicable and available insurance policy or scheme.
- (f) No medical expenses are payable under this insurance.

## PART 6: Leave and Public Holidays

### 30. Leave Entitlements Under Two-Crew Duty System

30.1 An Employee (excluding Cadets and Trainees) will accrue time off at the rate of:

- (a) One (1) 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.

### 30.2 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.

### 30.3 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.

### 30.4 Leave in Advance

- (a) The extent to which time off granted is more or less than that due shall be debited or credited to the Employee as less or additional time off to be granted.
- (b) Leave in advance will be subject to the following:
  - (i) Where leave in advance is given the Employee will be given reasonable notice of the expected return date to enable full and undisturbed use of that leave notwithstanding that it is leave in advance.

- (ii) Leave in advance will be returned to credit as soon as possible taking into account the Employee's personal circumstances.
- (iii) The Employer may require a Permanent Employee to take up to 14 days leave in advance.
- (iv) An Employee who has taken 14 days leave in advance shall then be paid Dead Days until the Employee is placed on a Vessel, provided that the Employee is ready, willing and able to work. If the Employee is not ready, willing and able to work, they will be required to take unpaid leave until they are placed on a Vessel.
- (v) The Employer and the Employee may agree in writing that the Employee may take more than 14 days in advance in special circumstances.
- (vi) An Employee with a leave balance less than zero who is not ready, willing and able to work will be required to take unpaid leave unless the current period of leave in advance has been previously approved by the Employer or the Employee is rostered to return to work within 14 days of the request to return to work.
- (vii) The Employees agree that all leave in advance taken shall be repaid:
  - A. Upon termination of employment;
  - B. By offsetting the 0.153 leave accrual for each Duty Day worked; or
  - C. As otherwise agreed between the Employer and Employee.

### **31. Personal/Carer's Leave and Compassionate Leave**

- 31.1 This Agreement at clause 30 (Leave Entitlements Under Two-Crew Duty System) gives full effect to the NES entitlements to personal/carers leave and compassionate leave.
- 31.2 Arrangements for taking sick leave will be governed by the Navigation Act and the SRC Act see clause 32 (Sick Employees Landed).
- 31.3 Applications for compassionate leave will be considered and granted in accordance with the NES. 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 Home Port. The Employer will endeavour to fill the resulting vacancy as soon as reasonably practicable.
- 31.4 "Employee's immediate family" means:
  - (a) A spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the Employee;
  - (b) A child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the Employee.

### **32. Sick Employees Landed**

- 32.1 The provisions of Sections 68 and 69 of the Navigation Act and the SRC Act, will apply in respect of all Employees covered by this Agreement. Provided that if an Employee is landed at a port other than the Employee's Home Port, the Employee is to receive in addition to the benefits prescribed in the Navigation Act and SRC Act, the keep or meal and bed allowance referred to in subclause 20.9 of this Agreement until the Employee's arrival at their Home Port.
- 32.2 The provisions of Section 68 of the Navigation Act will be deemed to apply where an Employee is in transit to and from work.

### **33. Community Service Leave**

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

### **34. Public Holidays**

This Agreement at clause 30 (Leave Entitlements under Two-Crew Duty System) gives full effect to the NES entitlements to public holidays.

### **35. Annual Leave**

This Agreement at clause 30 (Leave Entitlements under Two-Crew Duty System) gives full effect to the NES entitlements to annual leave.

### **36. Parental Leave**

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

36.2 Where an Employee is entitled to unpaid maternity leave and is unable to work and the Employer is unable to provide safe work then the employee will proceed on special paid maternity leave at the applicable Aggregate Salary in accordance with the NES.

### **37. Family and Domestic Violence Leave**

37.1 All Employees are entitled to family and domestic violence leave each year of their employment in accordance with the NES. Employees may elect to use their accrued leave during this period or alternatively elect for a period of leave to be unpaid.

### **38. Long Service Leave**

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

38.2 An Employee who has completed at least 10 years' continuous service with the Employer shall be entitled to 13 weeks' long service leave paid at their current aggregate salary rate of pay. For every five (5) years of continuous employment with the Employer thereafter, an Employee shall be entitled to a further 6.5 weeks long service leave paid at the current aggregate salary rate. This entitlement will operate prospectively from the date of this Agreement.

38.3 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 state/territory laws.

38.4 For the purpose of this clause, continuous service has the meaning given to it by section 22 of the Fair Work Act.

#### **38.5 Taking Long Service Leave**

(a) Where an 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.

(b) By Agreement, the Employer may require an Employee to clear their accrued but untaken long service leave as part of the leave roster where the requirement is to



avoid or minimise redundancies, forms part of a job share arrangement, as a result of a global pandemic, used to extend study leave or at any other time as mutually agreed in writing between the Employer and the Employee.

### 38.6 Long Service on Termination

- (a) Where an Employee has completed at least seven (7) years continuous service 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 the relevant legislation as per clause 38.1.

- (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 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

### 38.7 Leave in Advance

The Employer and Permanent 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.

## PAY SCHEDULE 1 – All Vessels – Single Pay Schedule

- 1.1 Aggregate Salary rates of pay for Employees engaged under the Atlas Programmed Marine Pty Ltd and AIMPE Marine Engineers Maritime Offshore Oil and Gas Industry Enterprise Agreement 2023.

Classification	Commencement	1st March 2024 +6%	1st March 2025 3% or CPI whichever is greater	1st March 2026 3% min, or CPI whichever is greater
Chief Engineer	\$256,251	\$271,627	\$279,775	\$288,169
First Engineer	\$217,575	\$230,629	\$237,548	\$244,675
ETO	\$217,575	\$230,629	\$237,548	\$244,675
Second Engineer	\$193,712	\$205,335	\$211,495	\$217,839

1.2 Notes:

- (a) The figures in above table for 1<sup>st</sup> March 2025 and 1<sup>st</sup> March 2026 may require adjustment with regards to the actual CPI value of that particular year.
- (b) The above rates exclude casual loading.
- (c) Upon registration of this Agreement rates apply from 15 August 2023. For clarity, this applies to Employees on DPS1, Noble Deliverer and Floatel Triumph. Any other employees on “adhoc” Vessel contracts will receive the above rates from day of registration.
- (d) The Employer will maintain the established base Pay Schedules relativities between AMOU/AWU, AIMPE and MUA classifications for Employee 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%.
- (e) Employees engaged on Noble Deliverer and DPS1 will be paid a one-off Sign on Bonus of \$3,000 upon a YES vote of this Agreement. For clarity this will be paid as per below:
  - (i) The sign on bonus covers all Permanent Employees and any Casual Employee engaged on the above facilities and are employed at the time of the vote, who are covered by this Enterprise Agreement. For clarity Casual Employees who are either on board or on leave and scheduled to return on the Vessels or Facilities noted above.

### 1.3 Minimum Crewing Matrix of Vessels

Vessel Type	Supply - PSV	Supply - ROV/IMR	Support	Support >18000	Seismic/ Geotech Drilling Vessels	Self-Propelled Drill Vessel	Support-ROV/IMR	Specialist
<b>Classification</b>								
Chief Engineer	1	1	1	1	1	1	1	1
First Engineer	1	1	1	1	1	1	1	1
ETO/Electrician*	0	0	0	0	1	1	0	1
Second Engineer	1	1	1	1	1	2	1	2

#### 1.3.1 Notes:

- (a) The above crewing numbers are minimum numbers, and the Client may require additional numbers. Where there is any disagreement on crewing numbers the Employer and AIMPE will discuss with a view to reaching agreement.
- (b) Where the Employer supplies Engineers to a client that has an existing Enterprise Agreement then the Employer will meet those crewing requirements as per the Clients Enterprise Agreement.
- (c) Where operationally required by the Client on supply or support vessels, an ETO shall be added to the crew complement of the vessel.
- (d) Where operationally required by the Client an Engineer may replace an ETO or vice versa, as long as minimum total numbers as outlined above are maintained.
- (e) The position of ETO/Electrician will only be provided by the Employer when this has been requested by the Client.
- (f) The crewing levels outlined in the table can be reduced for periods of transit, down time, 12-hour operations, lay up or have Unmanned Machinery Space (UMS).
- (g) Where operationally required by the client and in agreement between AIMPE and Employer, an extra Engineer may be added to the crewing in order to allow the Chief Engineer to be free of watchkeeping duties.
- (h) Where the above crewing is not in effect and a Vessel is not Laid Up, shorthand allowances shall apply in accordance with clause 20.2.
- (i) The above crewing is total crewing compliment, including client and other subcontractor's personnel and does not exclusively relate to Employer/Atlas crewing numbers on any given vessel.
- (j) Vessels not covered in the above table, will be crewed in accordance with the minimum safe manning certificate and operational requirements.
- (k) Where a dispute exists between AIMPE and the Employer regarding crewing numbers this will be dealt with in accordance with the Dispute Resolution Procedure contained herein.

## SCHEDULE 2 - Cadets and Trainees Terms and Conditions

2.1 The Employer will determine the number of Trainee and Engineer Cadets that will be engaged at any time, with a minimum of two Trainees to be engaged over the life of the Agreement.

2.2 Trainee and Engineering Cadets will receive the following benefits:

- (a) Payment of all college fees/costs (includes books and study materials for the course of study).
- (b) Where the Trainee or Engineering Cadet lives at a distance to the college that makes daily travel impossible.
- (c) In the case of a Trainee or Engineering Cadet who is studying away from their homeport the Company will provide accommodation and meals at student accommodation; or an allowance agreed between the Company and the engineering cadet/trainee to meet these costs.

### 2.3 Wages

(a) The following tables set out the wages for Trainee Engineers.

- (i) Trainee Engineer is defined as “A person who has a trade certificate approved by AMSA to undertake a trainee Engineering officer course of study.”
- (ii) Cadet Engineer is defined as “A new entrant to the industry.”
- (iii) The below Rates of pay in the table are based on weekly earnings.

Classifications	Commencement	1 <sup>st</sup> March 2024	1 <sup>st</sup> March 2025	1 <sup>st</sup> March 2026
		+6%	3% or CPI whichever is greater.	3% or CPI whichever is greater.
Trainee Engineer (At Sea)	\$1,616	\$1,713	\$1,764	\$1,817

- (iv) The above wages apply during the period of qualifying sea service (at least 36 weeks) on the Company’s Vessels; and Fifteen (15) weeks of paid leave in respect of the qualifying sea service.

Classifications	Commencement	1 <sup>st</sup> March 2024	1 <sup>st</sup> March 2025	1 <sup>st</sup> March 2026
		+6%	3% or CPI whichever is greater.	3% or CPI whichever is greater.
Trainee Engineer (At College)	\$1,211	\$1,284	\$1,323	\$1,363

- (v) The above Rates of pay in the table are based on weekly earnings.
  - (i) The Rates of pay in the table above apply during attendance (including exam/study periods) at college to complete the Engineer Watch Keeper Certificate and pre-sea training, Advanced Fire Fighting, Survival, First Aid and other required short courses and Payment of all short course fees/costs, all travel to attend the Short Courses, and provision of

meals & accommodation at student-level lodgings agreed between the parties.

- (ii) Cadet Engineers will undertake a mutually approved Cadetship which shall include all subjects for the attainment once qualifying sea service is accumulated to obtain the Engineer Class 1 Certificate of Competency in accordance with Marine Order 72 and, subject to satisfactory performance, shall be entitled to the following:

2.4 Payment at the following Annual Salary will be applied to all Engineering Officer Cadets.

Classifications	Commencement	1 <sup>st</sup> March 2024 +6%	1 <sup>st</sup> March 2025 3% or CPI whichever is greater.	1 <sup>st</sup> March 2026 3% or CPI whichever is greater.
1 <sup>st</sup> /2 <sup>nd</sup> Year Cadet	\$45,906	\$48,660	\$50,120	\$51,624
3 <sup>rd</sup> /4 <sup>th</sup> Year Cadet	\$53,249	\$56,444	\$58,137	\$59,881
5 <sup>th</sup> Year Cadet	\$60,569	\$64,203	\$66,129	\$68,113

## 2.5 Sea Service

- (a) Periods of service at sea building to their qualifying sea service required under Marine Order 72. It is recognised by the parties that during the period of sea service building to their qualifying sea service, Trainee/Cadet Engineer Officers will not form part of the Vessel's agreed operational crewing, but will be an extra, on board in a purely training position.

## 2.6 Entitlement

- (a) During the term of their traineeship, Trainee/Cadet Engineer Officers will be entitled to the following:
  - (i) Payment of all college fees and costs, requisite short course fees and costs, including technical books as required associated with approved courses.
  - (ii) Payment of 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. Accommodation and Meals cost will be agreed between the cadet and the Company. Cadets attending college at their home port will receive a victualling allowance of \$120 per week.
  - (iii) Payment of travel and accommodation (if required) costs for such purposes of joining and departing Company Vessels during periods of qualifying sea service.
  - (iv) Allowances contained in Clause 20 Part A, 20.6, 20.8 and 20.9 apply to ASC and Cadet Engineers. Clause 20.6 does not apply to the onshore component.
  - (v) Payment of AMSA and Flag State Medicals as required.
  - (vi) Payment of AMSA costs associated with the issue of their Engineer Watch Keeper Certificate of Competency.

## **2.7 Duty Cycles**

Trainee Engineer Officers may be required to work up to 10-week duty cycles during the period of the qualifying sea service.

## **2.8 Trainee Engineer Leave**

Trainee Engineers will accrue 0.4 days leave for each day at Sea. Leave during periods of college time shall be in accordance with the college leave periods.

## **2.9 Cadet Engineer Leave**

- (a) Eight (8) weeks annual leave per annum (and pro-rata annual leave for parts of a year). Whilst undertaking sea-time the recommended swing length is 10 weeks on and 2 weeks off.
- (b) During periods of study at the college the Engineering Officer Cadet will take the same leave periods in accordance with the college schedules.

## **2.10 Ongoing Employment**


On successful completion of the Certificate of Competency Engineering Watch Keeper at the Company's discretion, the trainee/cadet maybe engaged by the Company as a permanent Employee for a minimum period of two (2) years. If the Company does not engage the trainee/cadet as a permanent Employee, the training cost payback provisions outlined below will not apply to the trainee/cadet.

## **2.11 Payback Provisions**

If a Cadet/Trainee terminate 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 costs of the wages paid at college on a pro-rata basis (as per clause 21.2(d)).

# SIGNATURES

SIGNED FOR AND ON BEHALF OF  
ATLAS PROGRAMMED MARINE PTY LTD:

Signature: 

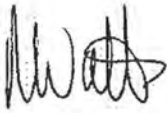
Date: 27/11/2023

Name: David Clay

Address: L4, 1 Campbell Street, Perth WA 6005

Capacity: Chief Executive Officer

Witnessed by:

Signature: 

Date: 27/11/2023

Name: Magdalena Watts

Address: L4, 1 Campbell Street West Perth  
6005

Capacity: General Manager Operations

SIGNED FOR AND ON BEHALF OF  
THE EMPLOYEES:

Signature: 

Date: 27/11/2023

Name: Michael Batharzi

Address: 1 High Street, Fremantle,  
WA, 6160

Capacity: Director of Government Relations /  
National Legal Director / Head of the  
offshore sector. AS directed by AIMPE Federal  
Executive ES in this document.

Witnessed by:  
Signature: 

Date: 27/11/2023

Name: Michael Carroll

Address: 1 High Street, Fremantle  
WA 6160

Capacity: Sea National Organiser