



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Tidewater Ship Management (Australia) Pty Ltd
(AG2023/3945)

TIDEWATER SHIP MANAGEMENT (AUSTRALIA) PTY LTD & AIMPE MARITIME OFFSHORE OIL AND GAS INDUSTRY ENGINEERS ENTERPRISE AGREEMENT 2023

Oil and gas industry

COMMISSIONER MATHESON

SYDNEY, 16 NOVEMBER 2023

Application for approval of the Tidewater Ship Management (Australia) Pty Ltd & AIMPE Maritime Offshore Oil and Gas Industry Engineers Enterprise Agreement 2023

[1] An application has been made for approval of an enterprise agreement known as the *Tidewater Ship Management (Australia) Pty Ltd & AIMPE Maritime Offshore Oil and Gas Industry Engineers Enterprise Agreement 2023* (Agreement). The application was made by Tidewater Ship Management (Australia) Pty Ltd (Applicant) pursuant to s.185 of the *Fair Work Act 2009* (Cth) (Act). The Agreement is a single enterprise agreement.

[2] Changes to the Act came into effect on 6 June 2023 in relation to genuine agreement. The Form F17A indicates that the notification time for the Agreement was 12 August 2022. In these circumstances and as a consequence of the *Fair Work Legislation Amendment (Secure Jobs, Better Pay) Act 2022* (Amending Act), clause 66 of Part 13 of Schedule 1 of the Act has the effect that despite the amendments made to the Act by Part 14 of Schedule 1 to the Amending Act, Part 2-4 of the Act continues to apply as if the amendments had not been made. The application has been assessed on this basis, taking into account the provisions of Part 2-4 of the Act in force in relation to genuine agreement immediately prior to 6 June 2023.

[3] I observe that certain provisions of the Agreement may be inconsistent with the National Employment Standards (NES). However, noting clause 5.2 of the Agreement, I am satisfied that the more beneficial entitlements of the NES will prevail where there is an inconsistency between the Agreement and the NES.

[4] The Applicant, who is also the employer covered by the Agreement, has provided written undertakings. A copy of the undertakings is attached at Annexure A of this decision (Undertakings). The views of each person I know is a bargaining representative for the Agreement were sought in relation to the Undertakings and no objections were raised. I am satisfied that the effect of accepting the Undertakings is not likely to:

- (a) cause financial detriment to any employee covered by the Agreement; or
- (b) result in substantial changes to the Agreement.

[5] Pursuant to s.190(3) of the Act, I accept the Undertakings.

[6] Subject to the Undertakings, and on the basis of the materials before the Commission, I am satisfied that each of the requirements of ss.186, 187, 188 and 190 of the Act as are relevant to the application for approval of the Agreement have been met.

[7] The Australian Institute of Marine and Power Engineers, 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) of the Act, I note that the Agreement covers the organisation.

[8] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 23 November 2023. The nominal expiry date of the Agreement is 16 November 2027.



COMMISSIONER

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<AE522326 PR768327>

Note - this agreement is to be read together with an undertaking given by the employer. The undertaking is taken to be a term of the agreement. A copy of it can be found at the end of the agreement.

Tidewater Ship Management (Australia) Pty Ltd & AIMPE Maritime Offshore Oil and Gas Industry Engineers Enterprise Agreement 2023

Contents

PART 1 – APPLICATION AND OPERATION	1
1. Title	1
2. Nominal Expiry Date	1
3. Definitions	1
4. Coverage	5
5. Relationship to Previous Agreement and Awards.....	5
6. No Extra Claims.....	5
7. Objects of the Agreement	5
8. Articles of Agreement.....	6
PART 2 – CONSULTATION, DISPUTE SETTLEMENT AND FLEXIBILITY	7
9. Delegates Charter	7
10. Monthly Meeting	7
11. Consultative Committee	8
12. Consultation regarding major workplace change.....	9
13. Dispute Settlement Procedure	10
14. Flexibility Term.....	13
PART 3 – EMPLOYMENT TYPES AND TERMINATION	15
15. Recruitment, Selection and Engagement of Employees	15
16. Types of Employment.....	16
17. Transfer of Employment between Vessels	19
18. Probation	19
19. Performance Evaluation.....	19
20. Disciplinary Process.....	19
21. Termination of Employment.....	19
22. Dismissal for Misconduct	20
23. Redundancy	20
PART 4 – REMUNERATION AND MONETARY MATTERS.....	22
24. Remuneration	22
25. Payment of Remuneration	23
26. Salary Schedules	23
27. Superannuation, Income Protection and Seacare	1
28. Superannuation Salary Sacrifice	3

30. Expense Reimbursements.....	6
Meals.....	6
PART 5 – LEARNING AND DEVELOPMENT	8
31. Training	8
32. Cadet and Traineeship programs	9
33. Study Leave for Superior Certificate of Competence	1
34. Professional Development.....	3
PART 6 - WORK AND RELATED MATTERS.....	1
35. Swing Cycle.....	1
36. Hours of Work and Rest.....	2
37. Duties	3
38. Allocation of Duties	3
39. Two-Crew Duty System.....	4
40. Crew Change	5
41. Late Crew Change	6
42. Travelling	7
43. On board Vessel Social and Living Arrangements	10
44. Importation of Vessels	11
45. Safety	11
46. Drugs and Alcohol	12
47. Counselling Service	12
48. Burial Expenses.....	12
PART 7 – LEAVE.....	12
49. Leave Accrual	12
50. Taking of Leave Entitlements	12
51. Leave in Advance.....	13
52. Sick Leave (Salary Continuance)	13
53. Sick or Injured Employees Landed.....	14
54. Fitness for Purpose.....	14
55. Annual Leave	15
56. Personal/Carers Leave and Compassionate Leave	15
57. Community Service Leave	15
58. Public Holidays	15
59. Parental Leave.....	15
60. Maternity Leave	15

61. Long Service Leave	16
PART 8 – MANNING	17
62. Certification, Medicals and Passport.....	17
63. Loss of Certificate of Competency	18
64. Classifications	19
65. Minimum Manning Levels	20

PART 1 – APPLICATION AND OPERATION

1. Title

This Agreement is the Tidewater Ship Management (Australia) Pty Ltd & AIMPE Maritime Offshore Oil and Gas Industry Engineers Enterprise Agreement 2023.

2. Nominal Expiry Date

2.1 This Agreement shall operate seven days after the date of approval by the FWC and will have a nominal expiry date four years from the date of FWC approval.

2.2 The parties will commence negotiations for a replacement agreement eight months prior to the nominal expiry date.

3. Definitions

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

3.2 In this Agreement unless expressed otherwise:

"Agreement" means this Tidewater Ship Management (Australia) Pty Ltd Maritime Offshore Oil and Gas Industry Engineers Enterprise Agreement 2023.

"Aggregate Salary" means the annual salary as shown in clause 26 of this Agreement. It excludes casual loading and all allowances.

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

"AHTS - Category 1" means an AHTS whose main propulsion engines generate up to 8,999 BHP.

"AHTS - Category 2" means an AHTS whose main propulsion engines generate over 8,999 BHP.

"AMSA" means the Australian Maritime Safety Authority.

"At Sea" means being outside the harbour limits of a Port.

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

"Cadet(s)" means a person or persons employed by Tidewater pursuant to clause 32 of this Agreement.

"Construction Project" means work involving the installation of new jackets, topsides, pipelines, flow lines, risers and associated mooring systems for offshore platforms, monopods, FPSO's and floating storage and offloading facilities. It does not include remedial work, maintenance, repair or replacement of existing jackets, topsides, pipeline, risers, mooring systems, or associated infrastructure.

"Construction spread" means Offshore Construction site.

"Day" means 12 midnight to the following 12 midnight.

"Dead Day" means a day's pay that does not accrue or use leave.

"Deck Officer" means an officer qualified in accordance with the provisions of Chapter 1 of the International Convention of Standards of Training, Certification and Watch Keeping for Seafarers, 1978.

"Decommissioning Project" means a defined scope of works undertaken by, or on behalf of, the offshore hydrocarbons production asset owner, designed to remove all or part of the asset infrastructure after the asset has permanently ceased production.

"Decommissioning Work" means work directly undertaken by a Specialist Vessel on a Decommissioning Project. This being the decommissioning of an offshore hydrocarbons production facility which includes, but is not limited to, the deactivation or disengagement of the facility, dismantling, demolition and/or removing an operational asset from use while the Decommissioning Work is being undertaken. To avoid any doubt, the facility will be at the end of the field life and has permanently ceased production. This does not include crew transfer Vessels, supply, support Vessels and any other Vessel not directly tasked with the heavy lift decommissioning activity.

"Default Fund" for the purposes of clause 28, means the Hostplus Superannuation Fund.

"Duty Day" means a day of work on a Vessel that accrues a day's pay and adds a daily leave component to the Employee's leave balance.

"Employee" or "Employees" means a person or persons employed by Tidewater in the Maritime Offshore Oil and Gas Industry in any of the classifications contained within this Agreement under clause 64, other than Cadets or Trainees.

"Engineer Officer" means a Chief Engineer, 1st Engineer, 2nd Engineer, Engineer Watchkeeper or ETO and who is appointed as such.

"Fair Work Act" means the *Fair Work Act 2009* (Cth).

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

"FWC" means the Fair Work Commission.

"Home Port" means either: the Australian regional airport closest to an Employee's place of residence where such regional airport is serviced by a mainstream airline at the time the Employee was engaged, or any other airport mutually agreed upon between Tidewater and the Employee.

"Leave Day" deducts one day from the Employee's leave balance.

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

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

"MLC" means the Maritime Labour Convention.

"MODU" means a Mobile Offshore Drilling Unit.

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

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

"Off Duty" commences the day the Employee leaves their Vessel.

"Officer" means a person engaged or employed by Tidewater in the classification or capacity of Deck Officer or Engineer Officer.

"PAB" means Project Allowance Bonus.

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

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

"Platform Supply Vessel - Category 1" means a Platform Supply Vessel up to and including 64 meters in length.

"Platform Supply Vessel - Category 2" means a Platform Supply Vessel over 64 meters in length.

"Port" includes a bay, a river and a roadstead, a place, and a harbour.

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

"SRC Act" or **"Seacare"** means the *Seafarers Rehabilitation and Compensation Act 1992* (Cth).

"Tidewater" means Tidewater Ship Management (Australia) Pty Ltd.

"Southern Waters" means all the seas off the Australian coast east of Albany and south of Sydney.

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

- Floatel and/or self-propelled semi-submersible accommodation Vessels;
- Pipe laying Vessel performing pipe laying;
- DP2 or DP3 dive support Vessel;
- Rock dumping Vessel; or
- Self-propelled cable laying Vessel performing cable laying (not including a seismic Vessel);
- Decommissioning Heavy Lift Vessel primarily engaged to perform Decommissioning Work on a Decommissioning Project.

"STCW" means the International Convention on Standards of Training, Certification and Watchkeeping for Seafarers, 1978 as in force.

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

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

"Trainee(s)" means a person or persons employed by Tidewater pursuant to clause 32 of this Agreement.

"Union" means the Australian Institute of Marine and Power Engineers (AIMPE).

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

4. Coverage

4.1 This Agreement covers Tidewater and the Employees, Cadets and Trainees employed by Tidewater in the classifications contained within this Agreement while engaged in the Maritime Offshore Oil and Gas Industry in Australia.

4.2 The Union, as bargaining representatives for Employees who they are entitled to represent in relation to the negotiations for this Agreement, may apply to the FWC to be covered in accordance with the Fair Work Act.

5. Relationship to Previous Agreement and Awards

5.1 This Agreement replaces the *Swire Pacific Ship Management (Australia) Pty Ltd Engineers Maritime Offshore Oil and Gas Industry Enterprise Agreement 2016* and all awards or agreements which might otherwise have application.

5.2 Nothing in this Agreement is intended to exclude any provision of the NES under the Fair Work Act and/or the *Fair Work Regulations 2009* (Cth). The NES will apply to the extent that any term of this Agreement is detrimental in any respect when compared with the NES.

6. No Extra Claims

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

7. Objects of the Agreement

7.1 This Agreement represents a commitment between Tidewater and its Employees to crew Vessels to a high level of professionalism in a viable and competitive manner; ensuring a high level of customer service whilst ensuring that all Employees are provided with rewarding and satisfying careers.

7.2 In developing this Agreement, Tidewater 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) Tidewater and Employees agree to continually review this Agreement and workplace practices in order to develop and adopt a culture of continuous improvement.
- (c) The development of a collective and consultative approach between Tidewater and its Employees to foster an environment of trust and open communication.
- (d) To create an environment which reflects the needs of a modern industrial society where management and all Employees work together with respect and cooperation for the benefit of the enterprise.
- (e) To implement a cost-effective training regime for the enterprise.

(f) To utilise the Tidewater Consultative Committee in pursuit of these endeavours;
and

(g) To utilise the Dispute Settlement Procedure to resolve grievances or disputes.

7.3 Tidewater and the Employees are committed to ensuring the ongoing viability of the employment of Australian seafarers in the Maritime Offshore Oil and Gas Industry.

7.4 Tidewater is committed to the current and future viability of the Australian maritime industry. As such, Tidewater commits to the use of Australian seafarers for international vessel mobilisation and demobilisation voyages to and from Australia in all circumstances where appropriately qualified personnel are willing and able to undertake the applicable voyage.

8. Articles of Agreement

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

PART 2 – CONSULTATION, DISPUTE SETTLEMENT AND FLEXIBILITY

9. Delegates Charter

9.1 Tidewater and the Employees recognise the right of the Employees to elect a delegate and that the delegate is empowered to promote good workplace relations practices and participate in dispute resolution.

9.2 The Master must be advised of appointment of delegates or change of delegates.

9.3 In enhancing the efficiency of delegates the following principles are agreed:

- (a) The right to be treated fairly and to perform their role as a delegate without any discrimination in their employment.
- (b) The right to formal recognition by Tidewater or their representatives that endorsed delegates speak on behalf of the Employees they represent on that particular Vessel.
- (c) The right to reasonable paid time off as a Dead Day, to participate in approved forums with Tidewater where staff representation is appropriate such as:
 - (i) Enterprise agreement negotiations; and
 - (ii) Other matters agreed between Tidewater and the Union as appropriate.
- (d) The right of each delegate to relevant portfolio training.
- (e) The right to reasonable access on the Vessel to telephone; email, facsimile, photocopying, Internet and other facilities where available for the purpose of carrying out the delegate's responsibilities and consulting with workplace colleagues and the Union.
- (f) The right to place Union and other relevant information concerning this Agreement on the Vessel's noticeboard.
- (g) The right to take reasonable leave without pay to work with the respective Union at a time agreed with Tidewater. Should this leave be granted it shall not break the Employee's service; and
- (h) Nothing in this clause authorises the delegate to prejudice non-Union members in their employment or authorises Tidewater to discriminate against non-Union members.

10. Monthly Meeting

10.1 Tidewater will allow such Employees as the Master deems not necessary for the proper running and operation of the Vessel to attend any authorised stop work meeting

of the Union, held on the last Tuesday of each month between the hours of 8.00am and noon, without any deduction from their remuneration.

10.2 This clause applies to Vessels in the ports of Darwin, Dampier, Burnie, Fremantle, Adelaide, Melbourne, Sydney, Newcastle, Port Kembla, Brisbane, Broome and Devonport.

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

11. Consultative Committee

11.1 A Consultative Committee will maintain a direct link between the Employees and Tidewater and will assist in achieving the objects of the Agreement in clause 7.

11.2 The Consultative Committee shall meet at least once every six months to:

- (a) Assist in the implementation and monitoring of the operation of this Agreement.
- (b) Maintain an open exchange of views between Employees, Tidewater and the Union.
- (c) Assist in the development and implementation of new employment related initiatives across the fleet.
- (d) Address changes in information technology that may warrant access to increased telecommunications.
- (e) Consult about the following:
 - (i) The size and composition of the workforce.
 - (ii) The permanent benchmark threshold.
 - (iii) Employee training plans and training conducted.
 - (iv) The Shipboard Working Committee effectiveness
 - (v) Crew changes and travel arrangements.
 - (vi) Leave balances.
 - (vii) Catering issues; and/or
 - (viii) Vessel amenities including recreational, gym, and safety equipment.

11.3 Information provided for the meeting will be produced in a way so as to not identify individuals by name or identifying information. Further all discussions will be held on a confidential basis only.

11.4 The Consultative Committee meeting may include officials of the Union, delegates, other Employees and management.

11.5 The composition of the Consultative Committee will be three Engineer Officers and/or ETOs. For continuity purposes, changes to representation shall be avoided as much as possible and Tidewater will accommodate the availability of delegates to the extent that it is reasonably practicable. Three alternate employees nominated by AIMPE will be available to assist in maintaining the required number of attendees to

replace any who are on board a Vessel during the proposed Consultative Committee meetings.

11.6 Tidewater will provide for review at the meetings, all necessary relevant data such as, crewing, training plans and earnings, other than confidential business information.

11.7 Procedures for preventing and settling disputes between Tidewater and the Employees are contained within the disputes settlement procedure in this Agreement and are not part of the Consultative Committee brief.

11.8 Attendance at the Consultative Committee meetings will be Dead Days and would operate in a manner consistent with the Delegates' Charter.

12. Consultation regarding major workplace change

12.1 This clause applies if:

- (a) Tidewater 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 Tidewater.

12.2 Tidewater must notify the relevant Employees of the decision to introduce the major change.

12.3 The relevant Employees may appoint a representative for the purposes of the procedures in this term. If a relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation and the Employee or Employees advise Tidewater of the identity of the representative, Tidewater must recognise the representative.

12.4 As soon as practicable after making its decision, Tidewater must discuss with the relevant Employees:

- (a) The introduction of the change;
- (b) The effect the change is likely to have on the Employees; and
- (c) Measures Tidewater is taking to avert or mitigate the adverse effect of the change on the Employees.

12.5 Tidewater must for the purposes of the discussion provide, in writing, to the relevant Employees:

- (a) All relevant information about the change including the nature of the change proposed.
- (b) Information about the expected effects of the change on the Employees; and
- (c) Any other matters likely to affect the Employees.

12.6 Tidewater is not required to disclose confidential or commercially sensitive information.

12.7 Tidewater 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, Tidewater will invite the Employees to give their views on the impact of the change.

12.8 In this term, a major change is likely to have a significant effect on Employees if it results in:

- (a) The termination of the employment of Employees.
- (b) Major change to the composition, operation, or size of Tidewater'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; or
- (f) The need to retrain Employees.
- (g) The restructuring of jobs.

12.9 The transfer of Employees between Vessels is not considered to be a major change.

12.10 In this clause relevant Employees mean the Employees who may be affected by the major change.

13. Dispute Settlement Procedure

13.1 For a dispute about a matter arising under this Agreement or the NES, the following Dispute Settlement Procedure shall be followed:

Step 1:

- (a) The matter will in the first instance be discussed between the Employee(s) and the Master.
- (b) The Employee will approach the Master of the Vessel and advise the Master of the specific nature of the problem or request. It is essential that all reasonable efforts be made to resolve any problem at shipboard level. This requires that careful attention be paid to such problems at an early stage, to ensure that frustrations do not develop and lead to unnecessary escalation of the problem.

- (c) If the dispute arises whilst not on board of a Vessel, Step 1 will not apply. If the matter remains unresolved:

Step 2:

- (d) The Master will immediately advise the appropriate Tidewater representative of the situation.
- (e) The Employee(s) and Tidewater's appropriate Officer will take all reasonable steps to achieve the resolution of the dispute.

If the matter remains unresolved:

Step 3:

- (f) In the event that the preceding steps have failed to resolve the matter, the matter shall be referred to a mutually agreed facilitator for conciliation or determination if agreed.
- (g) This step does not preclude the right of either party to refer a dispute to the FWC prior utilising a mutual agreed facilitator. If the matter remains unresolved:

Step 4:

In the event that the preceding steps have failed to resolve the matter, the dispute may be referred to the FWC by either party for conciliation and/or arbitration pursuant to section 739 and section 595 of the Fair Work Act.

13.2 Where Step 4 of sub-clause 13.1 applies, the FWC may deal with the dispute in two stages:

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

13.3 It is essential that the dispute and the reasons for or against are accurately defined and recorded by those concerned to ensure that ambiguities do not arise. It is important that prompt and careful consideration is given to all claims, requests and industrial questions. Equally, a reasonable time is required to enable proper investigation to take place in order to satisfactorily resolve the dispute.

13.4 Subject to section 596 (Representation by lawyers and paid agents before the FWC), Tidewater and the Employee who is party to a dispute may appoint another

person, organisation or association, including the AIMPE, to accompany and/or represent them for the purposes of the procedures in this clause.

13.5 While the parties to the dispute are trying to resolve the dispute using the procedures in this term:

- (a) Vessels will continue to trade pending determination of any matter or dispute in accordance with the dispute procedures including periods of non-availability of executives; and
- (b) An Employee must continue to perform his or her work as he or she would normally, unless he or she has a reasonable concern about an imminent risk to his or her health or safety; and
- (c) An Employee must comply with a direction given by Tidewater to perform other available work at the same workplace, or at another workplace, unless:
 - (i) The work is not safe; or
 - (ii) Applicable work health and safety legislation would not permit the work performed; or
 - (iii) The work is not appropriate for the Employee to perform.
- (d) The parties acknowledge that at no stage in the process may the Employees engage in industrial action, which includes a refusal to comply with a lawful and reasonable direction.

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

13.7 The provisions of this clause do not affect, replace, or override in any way any other rights and duties of the parties to this Agreement pursuant to the Fair Work Act or any other Act, or at common law in relation to any matter including, without limitation, any entitlement for a party to refer a matter to the FWC and including prohibition on unprotected industrial action.

13A.1 For a dispute about a matter that pertains to the employment relationship but does not arise under this Agreement or the NES, the parties will firstly attempt to resolve the dispute at the workplace level by following Steps 1 and 2 of the Dispute Settlement Procedure at sub-clause 13.1.

13A.2 If the matter cannot be resolved, and both parties agree, then Steps 3 and 4 of the Dispute Settlement Procedure at sub-clause 13.1 may be followed and such agreement shall not unreasonably be withheld.

13A.3 The clarification at sub-clause 13.7 applies to this clause 13A.

13A.4 To avoid doubt, and without (by implication or otherwise) affecting the powers exercised under Step 4 in sub-clause 13.1, settlement of a dispute under this clause 13A including by arbitration:

- (a) must not be inconsistent with another provision of this Agreement; and
- (b) must not be inconsistent with a contractual obligation of Tidewater for the performance of work or the supply of services, to the extent or for the duration of such obligation.

14. Flexibility Term

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

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

14.2 Tidewater must ensure that the terms of the individual flexibility arrangement:

- (a) Are about permitted matters under section 172 of the Fair Work Act.
- (b) Are not unlawful terms under section 194 of the Fair Work Act; and
- (c) Result in the Employee being better off overall than the Employee would have been if no arrangement was made.

14.3 Tidewater must ensure that the individual flexibility arrangement:

- (a) Is in writing; and
- (b) Includes the name of Tidewater and the Employee; and
- (c) Is signed by Tidewater and the Employee, and if the Employee is under 18 years of age, signed by a parent or guardian of the Employee; and
- (d) Includes details of:
 - (i) The terms of this Agreement that will be varied by the arrangement; and
 - (ii) How the arrangement will vary the effect of the terms; and

(iii) How the Employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement.

(iv) States the day on which the arrangement commences.

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

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

(a) By giving more than 28 days written notice to the other party to the arrangement.

(b) If Tidewater or Employee agree in writing at any time.

PART 3 – EMPLOYMENT TYPES AND TERMINATION

15. Recruitment, Selection and Engagement of Employees

15.1 Tidewater may use a range of recruitment methods in selection of candidates for employment. In identifying suitable candidates for a position, Tidewater may source candidates from applications, internal and external advertising provided they are open to receive candidates qualified in accordance with the relevant Marine Orders, and/or any other source.

Process

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

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

15.3 This clause sets out how candidates are selected:

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

Interview Process

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

- (a) Qualifications/Training/Certification. Applicant to supply physical evidence of qualifications/training attended/certificates gained as appropriate.
- (b) Previous experience. Obtain information on the different classes of Vessel worked on in a relevant capacity and the nature of activities undertaken.

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

Induction and Contract

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

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

16. Types of Employment

General

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

16.2 Tidewater will continue its commitment to indigenous training opportunities as part of its philosophy on local content and inclusiveness.

16.3 Employees under this Agreement will be employed under one of the following statuses:

An Employee may be employed by Tidewater:

- (a) As a Permanent Employee;
- (b) As a Part-time Employee;
- (c) As a Casual Employee.

16.4 Cadets and Trainees will be employed according to clause 32 Tidewater's Cadet and Traineeship programs.

Casual Employment

16.5 Casual Employees are employed on the following basis:

- (a) From the date of commencement of this Agreement, a Casual Employee, engaged as such will be paid a casual loading of 21.5% in lieu of entitlements they otherwise would have received if they were employed on a permanent basis, including:
 - (i) Annual leave and personal/carer's leave;
 - (ii) Long service leave;
 - (iii) Private health insurance;
 - (iv) Short-term loading; and
 - (v) Contingencies including training.
- (b) As of 12 months after FWC approval of this Agreement, the casual loading will increase 1.5% from 21.5% to 23%.
- (c) As of 24 months after FWC approval of this Agreement, the casual loading will increase 1.0% from 23% to 24%
- (d) As of 36 months after FWC approval of this agreement, the casual loading will increase 1.0% from 24% to 25%.
- (e) Casual loading increases detailed in this Agreement shall be implemented in the first pay period on, or after the specified commencement date.
- (f) The casual loading shall be paid in each pay period.
- (g) The casual loading is excluded for the purpose of calculating the benefits under the SRC Act.

Permanent Employment

16.6 A permanent Employee is an Employee whose term of employment is for an indefinite period, either full time or part time.

16.7 This clause sets out when Employees can be made permanent, specifically:

- (a) A Casual Employee who has worked at least three consecutive, full swings with Tidewater (under any schedule), in the preceding 365-day period will be entitled to an automatic offer of permanent employment.
- (b) This is subject to having regard to Tidewater's business activities and projected activities for the forthcoming six months to avoid that if the Employee were to be made permanent, it would simply result in the need to introduce redundancy as no further work is available.
- (c) On being offered permanent employment, the Employee will be deemed permanent and paid as such unless the Employee and Tidewater agree otherwise.

16.8 Permanent part-time Employees are engaged on the following basis:

- (a) The hours and pattern of part-time employment shall be agreed by the Employee and Tidewater to ensure that operational requirements are met.
- (b) Part-time Employees will receive on a pro rata basis, equivalent pay and conditions to those of permanent full-time Employees.
- (c) Part-time employment conditions will be entered into in writing.

16.9 Service in acting roles:

- (a) Permanent Employees may, subject to the terms of this subclause, be assigned to an acting role at a higher level than their substantive role level.
- (b) Where a permanent Employee has served 182 consecutive days of rostered on duty At Sea time (exclusive of rostered Off Duty time) in an acting role and has not been offered a new contract of employment at the level of the acting role, the Employee has the right to send a written request to Tidewater seeking written reasons from Tidewater as to why they have not been offered a new contract of employment at the level of the acting role.
- (c) Should the Employee not accept the written reasons from Tidewater, they may choose to request a meeting with Tidewater representatives to discuss the written reasons from Tidewater.
- (d) If, following a meeting as outlined in subclause 16.9(c) above, the Employee does not accept the written advice from Tidewater, the Employee may notify a dispute pursuant to clause 13 – Dispute Settlement Procedure of this Agreement.

16.10 Casual Conversion

The casual conversion provisions of the Fair Work Act at sections 66A – 66M shall apply, save for a Casual Employee who has completed three consecutive full swings on duty may apply to have their employment status changed to permanent status.

17. Transfer of Employment between Vessels

17.1 Tidewater may transfer Employees between Vessels.

17.2 The transfer will be consistent with applicable equal employment opportunity laws.

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

18. Probation

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

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

19. Performance Evaluation

The personal performance process is in accordance with Tidewater's personal performance evaluation process.

20. Disciplinary Process

Tidewater's disciplinary process shall be in accordance with Tidewater policies.

21. Termination of Employment

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

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

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

(b) For Casual Employees:

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

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

21.3 Subject to the FW Act, if the Employee owes Tidewater money at the time of termination (e.g. negative leave as per clause 51) Tidewater may withhold from any monies due to the Employee on termination under this Agreement, an amount for repayment to Tidewater.

22. Dismissal for Misconduct

22.1 Tidewater may terminate an Employee's employment without giving any notice if an Employee engages in any serious misconduct (including serious safety breaches) or any unlawful conduct (including a refusal to obey a reasonable and lawful order of any Officer of a Vessel). The Employee will immediately cease to be entitled to any of the provisions regarding travel or any other remuneration or reimbursement.

22.2 When the Vessel is At Sea at the time of the misconduct, the summary dismissal will be on arrival of the Vessel on the next Port of call.

23. Redundancy

23.1 Prior to any redundancies, Tidewater will first exhaust the following provisions in order to assist the employment of all Employees where possible:

- (a) Job share arrangements.
- (b) Excess leave balances will be taken.
- (c) Employees will be encouraged to take long service leave.
- (d) Study leave.
- (e) Part paid leave by mutual agreement; and
- (f) Unpaid leave by mutual agreement.

23.2 Prior to any redundancies, Casual Employees will be replaced by permanent Employees of the same classification where practicable. Casual Employees, Cadets and Trainees are not entitled to any redundancy benefits under this provision.

Redundancy Process

23.3 Redundancy arises where the number of positions is insufficient to sustain all permanent Employees.

23.4 For the purpose of redundancy, continuous service commences when the Employee is made permanent.

23.5 If, after taking the steps in clause 23.1 and 23.2 redundancy still arises, the following process will be applied:

- (a) Tidewater will determine the number of redundancies to apply based on operational requirements and classifications required.
- (b) Tidewater will inform the Union of the redundancy situation.
- (c) Tidewater will consult with the Union and take into consideration the following aspects for applying redundancies:
 - (i) Selection for redundancy will be non-discriminatory.
 - (ii) Applications for voluntary redundancy, which will not be unreasonably withheld.
 - (iii) For involuntary redundancies, the following criteria:
 - (A) Skills based on formal training and qualifications to fulfil the Tidewater position description.
 - (B) Experience - based on length of service with Tidewater, and
 - (C) Performance and behaviour based on performance evaluations and disciplinary processes and records with Tidewater.

Redundancy Payment

23.6 Where employment is terminated because of redundancy, an Employee will be entitled to redundancy pay in accordance with the NES for the first two years of service and then, three weeks per year of service thereafter, at the Permanent Employee's current annualised salary and pro rata for completed months.

23.7 Redundancy payments will not exceed 78 weeks salary.

PART 4 – REMUNERATION AND MONETARY MATTERS

24. Remuneration

24.1 An Employee under this Agreement will be paid at the rate of the total annual salary prescribed in the Salary Schedule in clause 26, appropriate to that Employee's classification and employment.

24.2 The remuneration in this Agreement have been fixed on the basis that except where otherwise provided in this Agreement, they take into account all aspects and conditions of employment.

24.3 The annualised salary includes the project allowance bonus component of 1.5%.

24.4 Except where expressly provided otherwise in this Agreement, the amounts payable to an Employee under this clause constitute the whole of an Employee's remuneration. Without limiting the generality of the foregoing, no additional or other payments are payable in respect of overtime or any penalty or disability of any kind or any other feature, incident or condition of employment. The rates of remuneration for parts of a year are computed as follows:

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

24.5 In circumstances where a permanent Employee is temporarily positioned in a lower rank, not being a demotion, their normal rank and remuneration will be maintained, whilst on that assignment.

24.6 An Employee who holds a Certificate as an ETO and a Certificate of Competence of Second Engineer or higher and is deployed to a Vessel for the primary reason of their electrical qualifications, will be paid as a First Engineer. However, where they are deployed as a Second Engineer (and like any other engineer may be required to perform minor electrical work), then they are paid for the position in which they are serving.

24.7 The parties to this Agreement acknowledge the historical salary relativities for Tidewater seafarers are:

- Master: 100%,
- Chief Engineer: 98%,
- First Engineer/ETO: 83%
- Second Engineer: 74%
- Chief Officer: 83%,
- Second Officer: 74 %, and
- IR: 60%.

These relativities shall be calculated using the salaries for Tidewater seafarers based on the salary schedule using the applicable rates from Tidewater enterprise agreements.

Relativities will be maintained throughout the term of the Agreement and paid at the next pay period, from the operative date of the relativities change between the ranks.

25. Payment of Remuneration

25.1 Remuneration will be paid at intervals of 14 days.

25.2 In the event that an Employee is mistakenly overpaid, it is agreed that the amount will be repaid but no deduction shall be made before consultation and by written agreement with the Employee.

26. Salary Schedules

26.1 The minimum annual salaries referred to below shall apply from the first pay period commencing on or after the date this Agreement is approved by the FWC.

26.2 The salary levels set out below and in Clause 32 are subject to the following increases:

- (a) The minimum annual salary levels set out below will be further increased by three percent (3%) or the CPI as measured by the ABS Eight Capital Cities Index for the 12 months ending in the June quarter of that year whichever is the greater which applies 24 months after FWC approval of this Agreement; and
- (b) The minimum annual salary levels set out below will be further increased by three percent (3%) or the CPI as measured by the ABS Eight Capital Cities Index for the 12 months ending in the June quarter of that year, whichever is the greater which applies 36 months after FWC approval of this Agreement.

The salary increases prescribed above shall operate from the commencement of the first pay period after the dates set out in 26.2(a)–(c) above.

26.3 The total annual salary, including annualised salaries and additional salary instalments as provided for in clause 26.3, for each classification, are:

Annual Salary Levels – All Tidewater Vessels		
<u>Classification</u>	<u>Operative date of Increase following FWC approval of the Agreement.</u>	<u>Total annual salary (\$) (gross)</u>
Chief Engineer	Upon FWC Approval.	\$252,977.00
	12 months after FWC Approval.	\$268,154.00
First Engineer	Upon FWC Approval.	\$214,772.00
	12 months after FWC Approval.	\$227,658.00
ETO	Upon FWC Approval.	\$214,772.00
	12 months after FWC Approval.	\$227,658.00
Second Engineer	Upon FWC Approval.	\$191,204.00
	12 months after FWC Approval.	\$202,675.00

26.3 Tidewater Employees employed on Tidewater vessels pursuant to this Agreement shall be paid an Agreement Approval Bonus of \$1,500.00 (gross) in the first full pay period commencing after the approval of this Agreement by the FWC, subject to there having been no industrial action after 19 September 2023.

27. Superannuation, Income Protection and Seacare.

27.1 The default superannuation fund is the Hostplus Superannuation Fund or any successor fund (the Default Fund).

27.2 Tidewater will make superannuation contributions on behalf of each Employee to the default Fund or another complying fund at the Employee's election.

27.3 Contributions will be made monthly to the Superannuation clearing house within 28 days from month's end.

27.4 Contributions will also be made for permanent Employees during periods of workers compensation and periods of accrued leave whilst the employment continues.

In the case of a Casual Employee on worker's compensation, superannuation contributions will be paid up until the last day of accrued or notional leave.

27.5 Superannuation contributions to Employees are paid as follows:

- (a) Tidewater will make a 14.5% superannuation/income protection insurance contribution on behalf of each employee.

Tidewater's contribution for casual employees shall be 14.5% of their salary. This amount is inclusive of SGC contributions and the cost of any income protection insurance they may choose to have.

Superannuation contributions to Permanent Employees are paid as follows:

- (b) Tidewater's contribution shall be 13% of annualised salary, inclusive of the legislated minimum contribution under the Superannuation Guarantee (Administration) Act 1992 (Cth).
- (c) Tidewater will provide all Permanent Engineers and ETOs employed under this Agreement with income protection insurance. If a majority of the Engineers and ETOs employed under this Agreement nominate an income protection provider, this provider will become the income protection provider for all Employees employed pursuant to this Agreement. Tidewater will pay contributions at the rate of 1.5% of the permanent Aggregate Salary to that provider.

27.6 Navigation Act and SRC Act/Seacare

- (a) Nothing in this Agreement shall be construed as limiting the rights of any Employee under the Navigation Act.
- (b) The provisions of Chapter 2 of the Navigation Act, and Marine Orders apply to Employees engaged under this Agreement.
- (c) The provisions of the SRC Act apply to Employees engaged under this Agreement.
- (d) Notwithstanding clause 27.6(c) above, in the event insurance coverage does not provide the Employees full SRC Act entitlements, an exemption to the SRC Act obligations must be made by Tidewater to the Seacare Authority.
- (e) If, during the term of this Agreement insurance which provides the Employees full SRC Act entitlements become available to Tidewater, Tidewater will immediately obtain that insurance.
- (f) If insurance does not provide the Employees' full SRC Act entitlements, clause 27.6(c) above will not apply and Tidewater agrees to the following in lieu:
 - **State Workers' Compensation** – Tidewater undertakes that the State and Territory Workers Compensation will cover all Australian Employees where Tidewater has operations and where Employees are required to work.

- **Journey Cover-** Tidewater agrees to cover Employees for any injury incurred between their Nominated Home address and their place of work.
- **Wages Coverage-** Tidewater agrees to cover any shortfall between the State Workers Compensation weekly payments and the Employee's normal weekly salary for a maximum period of three years.
- **Medical Expenses-** Tidewater agrees to cover costs where a shortfall exists between the medical expenses incurred due to a workplace injury, where the State Workers Compensation Scheme, Medicare and/or personal medical insurance has been exhausted, and the medical expenses which the Employee would otherwise be entitled if the SRC Act applied, up to a maximum period of 3 years.
- **Group Personal Accident & Sickness Insurance-** Tidewater agrees to provide coverage for accident and sickness. The coverage includes paying: a Lump Sum Accidental Death Benefit of AUD \$750,000.00; an Infections Death Benefit of AUD \$375,000.00. Tidewater will provide benefits of no less than these amounts.

(g) For the avoidance of any doubt, the provisions of 27.6(f) above will not apply during any period Tidewater is able to obtain an insurance policy which will cover all Employees with full SRC Act entitlements.

28. Superannuation Salary Sacrifice

28.1 Employees wishing to salary sacrifice must request and nominate the percentage of salary they wish to salary sacrifice in writing.

28.2 Contributions will be fully vested and will be preserved in accordance with the *Superannuation Industry (Supervision) Act 1993* and applicable regulations.

28.3 The amount of salary sacrifice can be varied at intervals of six months only.

28.4 The effect of a salary sacrifice arrangement on an Employee's remuneration is as follows:

- (a) For the purposes of fortnightly pay and leave pay, the reduced remuneration will be used to calculate the amount payable.
- (b) For the purposes of long service leave entitlements, redundancy and the period of notice on termination of employment, the annualised salary before any salary sacrifice will be used.

28.5 Salary sacrifice to the superannuation scheme is on the basis that it remains cost neutral to Tidewater. If at any time during an Employee's request 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 Tidewater of acting in accordance with the request, either the Employee or Tidewater may, upon one month's notice in writing, terminate the request.

29. Allowances

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

29.2 The allowances prescribed by this clause other than those set out in subclause 29.15 include a twenty percent (20%) increase which applies seven days after the approval of this Agreement by the FWC.

Air Conditioning

29.3 For any period in excess of four hours per day where the air-conditioning has broken down and the temperature in the accommodation area is above 25 degrees Celsius, as measured by the Master or his delegated representative, an amount of \$32.04 per day in Southern Waters and \$41.04 per day elsewhere shall be paid.

Potable Water

29.4 \$32.04 per day for any period in excess of two days where the water condition on the Vessel does not meet the Australian Standard for potable water as tested by a National Association Testing Authority approved laboratory.

Shared Accommodation

29.5 Where an Employee is required to share accommodation, they shall be entitled to the following:

- (a) An allowance of \$53.64 per day on each day an Employee shares a cabin with one other person.
- (b) An allowance of \$65.64 per day on each day an Employee shares a cabin with two other persons.
- (c) An allowance of \$77.83 per day on each day an Employee shares a cabin with three other persons.

Carriage of Extra Personnel

29.6 Where by agreement any Vessel which is not designed to comfortably accommodate personnel in excess of 17, the following allowances shall be payable to Employees:

- (a) 18 to 27 Persons on Board \$27.48 per Duty Day.
- (b) 28 or more Persons on Board \$54.72 per Duty Day.

29.7 These allowances compensate all Employees for all disabilities associated with the carriage of extra personnel including, but not limited to, cramped conditions, shared facilities and noise.

29.8 An Employee who is already in receipt of the shared accommodation allowance as per clause 29.5 is not also entitled the carriage of extra personnel allowance.

Sailing Short Handed

29.9 Tidewater and Employees will ensure that Vessels sailing to sea are not delayed by crew shortage and all Vessels will sail shorthanded, provided that the proper safety and welfare of the crew is not jeopardised.

29.10 No vessel will operate in contravention of the provisions of the Navigation Act, Marine Orders, STCW and applicable flag state requirements.

29.11 Where a Vessel is required to sail to sea with less than its normal agreed manning of Employees of a particular department, the Vessel will be taken to sea on the understanding that the daily wage of the absentee Employee will be divided amongst those remaining Employees on the Vessel of that department for the period of short handedness. The last day of short handedness is the day the before the relief joins the Vessel.

29.12 The payment of shorthand monies will not apply, however:

- (a) Where the short handedness results from the granting of leave to an Employee on compassionate grounds; or
- (b) When an Employee is absent not due to any fault of Tidewater.

Private Health Insurance Cover Allowance

29.13 Permanent Employees will be entitled an allowance, which will be paid fortnightly, for private health insurance upon annual provision of evidence of an intermediate health fund membership to the Tidewater.

29.14 This allowance is calculated from an agreed basket of health insurance funds (i.e., Bupa, HBF and MBP).

29.15 Permanent Employees earning less than \$180,000.00 as per salary schedule in clause 26 will be entitled an allowance of \$4899.00 per year, when they take out family cover.

Permanent Employees earning more than \$180,000.00 as per salary schedule in clause 26 will be entitled an allowance of \$5630.00 per year when they take out family cover.

Permanent Employees who take out single cover will be entitled an allowance of \$4201.00 per year.

29.16 Tidewater may provide Tidewater-sponsored private medical cover in lieu of the allowance but with no less health insurance benefit than that provided for in this clause.

Protective and Industrial Clothing

29.17 Employees shall be entitled to a protective and industrial clothing allowance of \$770.00 per year, which shall be paid in equal instalments for each pay period. In

addition, two pairs of high visibility overalls per annum, oil skins and sea boots shall be provided when required, at no cost to the Employee.

Vessels Wrecked or Stranded

29.18 If the Vessel on which an Employee is serving becomes wrecked or stranded, or if by fire, explosion, collision, or foundering, the Vessel is disabled, and an Employee is called upon for special efforts, including fire-fighting duties on or from the Vessel, the Employee will be paid for the time during which the Employee so assists at the rate of \$30.91 per hour in addition to any other rates.

29.19 If, under such conditions an Employee sustains damage to, or loses the Employee's equipment or personal effects, Tidewater shall reimburse the Employee for such loss, but the amount of reimbursement shall not exceed the sum of \$5125.00.

29.20 Internet Access

Tidewater will provide a minimum internet speed of 3Mbps (upload and download) onboard each Vessel within six months of the date of approval of this Agreement by the FWC.

Tidewater will pay an allowance of \$50.00 per day after 72 consecutive hours of internet service being below the level stated above. This allowance will not apply in circumstances where the communications provider is unable to provide satellite coverage due to technical malfunction of the satellite providers equipment not located on the Vessel.

30. Expense Reimbursements

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

Meals

30.2 Alcohol will not be included in any reimbursement or other payment by Tidewater.

30.3 Any Employee required to pay for meals ashore or whilst travelling, will be paid up to the following allowances on production of original receipts:

Breakfast	\$30.24
Lunch	\$38.76
Dinner	\$58.32

30.4 In the event that the above allowances do not cover the cost of meals then Tidewater will, on production of original receipts, meet the reasonable cost.

30.5 Where an in-flight meal is not available or is inadequate, an Employee will be entitled to the reimbursement rate up to the prescribed breakfast and/or lunch and/or dinner respectively, on production of an original receipt.

Travel

30.6 An Employee will be reimbursed for:

- (a) One taxi fare to or from the airport from the Employee's home for the purposes of travelling to or from the Vessel, upon production of receipt, up to a maximum of \$200.00 per trip; or
- (b) An allowance based on the Australian Tax Office rate for a six-cylinder vehicle per kilometre of the distance travelled up to the cost of a maximum of \$200.00. This includes driving the vehicle back home where applicable.

Damage to Personal Effects

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

30.8 Payments for spectacle replacement, to a maximum of \$360.00 in any one year, will only be made where an incident form, as prescribed by Tidewater, is lodged at the time the incident occurred. Where Tidewater provides payment for private health insurance, Employees should first claim under that cover and any gap payments, up to the stated maximum, will be subsequently be paid.

30.9 Where carriage on board the Vessel is approved by Tidewater, any personal electrical, electronic or computer equipment shall be insured by Tidewater against theft or accidental damage.

Reimbursement of Costs for Certification and Medicals

30.10 Tidewater will reimburse upon submission of original receipts an Employee for the cost of:

- (a) Medical examinations required for maintaining their employment which are not covered by medical insurance or any gap payment after utilising medical insurance.
- (c) Re validation of the Certificate of Competency,
- (d) The AMSA medical for revalidation of the Certificate of Competency.
- (e) Renewal of passport.
- (f) The application or renewal of the MSIC, except when the application is rejected through no fault of Tidewater or the cost of any appeal process.
- (g) Vaccinations when required at Tidewater's request, which are not covered by medical insurance or any gap payment after utilising medical insurance.
- (h) Visas, when required at Tidewater's request.

30.11 A Casual Employee will also be reimbursed for expenses incurred during the period of untaken leave (even if cashed out) after termination. However, if the Casual Employee commences employment with another employer within the period of untaken/cashed out leave from Tidewater, then Tidewater is only obligated to pay such expenses as are incurred within the period, up to the point that employment with the second employer commences.

Expenses incurred in performance of duties

30.12 Tidewater shall reimburse an Engineer Officer any expenses reasonably incurred by the Engineer Officer in performance of duties for and on behalf of Tidewater. This clause shall apply to:

- (a) Subject to 30.12(b), an inquiry as to casualties or as to the conduct of Engineer Officers and/or Employees and to proceedings for any alleged breach of any maritime or port or other regulations, unless the authority conducting the inquiry or proceedings finds occasioned by that such inquiry or proceedings have been occasioned by the default or misconduct of the Engineer Officer 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 Engineer Officer.
- (b) Reimbursement of 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 Engineer Officer concerned.

PART 5 – LEARNING AND DEVELOPMENT

31. Training

31.1 Tidewater will spend a minimum amount on new entrant training for prospective seafaring Employees (including prospective Engineer Officers) in each year of operation of this Agreement, equivalent to 2% of the total annual payroll for Tidewater Vessels to the extent they are operating in Australia and covered by this Agreement, calculated on annual base salary for permanent Engineer Officers and Electrical Technical Officers covered by this Agreement. This figure will vary depending on the number of engineers employed by Tidewater in Australia in any given year.

- (a) This expenditure is for the purpose of delivering:
 - Study Leave for upgrading Employees AMSA Certificate of Competency or an AMSA Certificate of Proficiency;
 - New entrant training by way of Traineeships or Cadetships being sponsored by Tidewater;
 - Inductions and Short Course Training; and/or,
 - Revalidation of an Employees Certificate of Proficiency or Employees Certificate of Competency

- (b) In the event there is a mandatory maritime training levy or similar is introduced where Tidewater is required to contribute, this amount will be offset against the Tidewater training commitment.

31.2 There is no minimum training expenditure obligation after the nominal date of this Agreement regardless of whether this Agreement continues in operation.

31.3 Tidewater has sole discretion in the expenditure of the minimum training amount, subject to the requirement that it direct expenditure of the minimum training amount with the intention that on average a similar number of Engineer Officers will be trained in each year.

31.4 Any issue as to whether Tidewater has directed expenditure of the minimum training amount proportionately for prospective Engineer Officers in accordance with this requirement, may be dealt with under the dispute settlement provision in this Agreement. To avoid doubt, Tidewater is not required to expend equivalent dollar amounts of expenditure as between Engineer Officers noting that there are different levels of training costs.

32. Cadet and Traineeship programs

32.1 Tidewater and the Union recognise the need for recruitment of extra personnel in the offshore oil and gas industry and to ensure training arrangements are cost effective and meet the needs of Tidewater and its stakeholders.

32.2 Parts 1, 2 and 3 of this Agreement as well as clauses 25 'Payment of Remuneration', 30 'Expense Reimbursements', 45 'Safety', 46 'Drugs and Alcohol' and 47 'Counselling Service', applies to Cadet and Trainees in addition to the terms and conditions in this clause 32.

32.3 Tidewater Cadets and Trainees will have a traineeship contract for the duration of their traineeship with Tidewater.

32.4 Cadets and Trainees will be interviewed and selected in a fair and equitable manner in accordance with clause 15 'Recruitment, Selection and Engagement of Employees'.

32.5 The recruitment numbers for Cadet and Trainee positions will be to meet the current and future business needs of Tidewater.

32.6 Cadets and Trainees will not form part of the Vessel's agreed operational manning, but will be a supernumerary, on board in a purely training position.

32.7 Cadets and Trainees are entitled to the following:

- (a) Training related college costs including course fees, levies, lectures or examination fees, costs associated with the issue of their Certificate of Proficiency and the costs of study and examination materials incurred during the traineeship will be reimbursed;

- (b) If a Trainee or Cadet does not reside in their home port whilst at college, Tidewater will provide meals and accommodation at student level lodgings or a \$360.00 per week living allowance in lieu.
- (c) Payment of all short courses fees/costs, all travel to attend the short courses on other places than the college, and provision of meals and accommodation at student-level lodgings;
- (d) Travel to and from Vessels for the qualifying sea service will be in accordance with clauses 42.3, 42.4, 42.13 and 42.14;
- (e) Payment of AMSA and Flag State Medicals, as required.

32.8 Cadets and Trainees will receive superannuation in accordance with the *Superannuation Guarantee (Administration) Act 1992 (Cth)*.

Engineer and ETO Cadets

32.9 Leave entitlements for Cadets are eight weeks annual leave per year (and pro-rata for parts of a year) and vacation or holidays whilst at college of less than eleven consecutive calendar days.

32.10 Recommended swing length is 10 weeks on and 2 weeks off whilst undertaking sea time.

32.11 Tidewater requires a Cadet to enter into a written undertaking that when a Cadet is offered permanent employment the Cadet will remain in its employment for a period of two years after the Cadet has obtained the certificate in question, provided that if the Cadet remains in the employment of Tidewater, such employment may be terminated by Tidewater.

32.12 On successful completion of the training and having been awarded the Watch-Keeping Certificate of Competency at Tidewater's discretion, the Cadet may be engaged by Tidewater as a permanent Employee for a minimum period of two years. If Tidewater does not engage the Cadet as a permanent Employee, the training cost payback provisions in clause 32.11 will not apply.

32.13 If a Cadet terminates their employment (other than on account of redundancy, illness, incapacity, domestic or other pressing necessity) within two years of gaining the Certificate of Competence Tidewater may recover the cost of wages paid at college on a pro-rata basis.

32.14 A former Cadet (now Watch-Keeper) who has completed the required Tidewater service will be entitled on completion of his sea-time for the superior certificate to be given priority for study leave which shall not be unreasonably withheld when their application is received.

32.15 Annual rates of pay for Cadets are as follows:

	At Sea	At College
First and Second Year	\$42,654.00	\$31,990.00
Third Year	\$44,675.00	\$33,506.00
Fourth Year	\$55,205.00	\$41,404.00

Trainee Engineer

32.16 A Trainee Engineer will be a tradesperson as defined in Marine Orders Part 72.

32.17 Leave entitlements for Trainee Engineers are as follows:

- (a) Leave at college is eight weeks annual leave per year (and pro-rata for parts of a year) and vacation or holidays whilst at college of less than eleven consecutive calendar days.
- (b) Trainee Engineers will be provided with 15 weeks of paid leave in respect of the qualifying sea service.

32.18 Trainee Engineers may be required to work up to 10 week duty cycles during the period of the qualifying sea service.

32.19 Annual rates of pay for Trainee Engineers from commencement of this Agreement is as follows:

	At Sea	At College
Trainee Engineer	\$72,334.00	\$54,521.00

33. Study Leave for Superior Certificate of Competence

33.1 An Employee who has been in the employment of Tidewater for 12 months can apply in writing for study leave.

33.2 An Employee who applies to go ashore to study and sit for an endorsed Certificate of Competence shall, subject to approval of the application by Tidewater and the conditions set out below, be entitled to the period of leave and to the rates of pay specified:

- (a) Payment of 75% of the Employee's annualised salary at the rate set out in subclause 26.3 for the duration of the course of study. The duration includes the prescribed examination times, up to three weeks preparation for oral examination and vacation times or holidays but does not include vacation times or holidays of seven or more consecutive calendar days.
- (b) The option to utilise their leave balance to increase their salary from 75% to 100% of the rate set out in subclause 26.3 for the duration at the course of study. One Leave Day will be utilised for each four study leave days.

33.3 The entitlement will be confined to the first attempt to obtain the certificate in question.

33.4 The Employee shall provide Tidewater with an overview of the study schedule within two weeks of commencing the study. They shall keep Tidewater up to date on their progress and expected end date and oral examination date.

33.5 If an Employee studies at another place than their home town and it is necessary for the Employee when studying to take up temporary residence away from their home town, the Employee will be entitled to an allowance of up to \$410.40 for each week that they reside away from home. Alternatively, the Employee may elect to forgo this allowance and receive accommodation and meals at the college.

33.6 An Employee with approved study leave who is subsequently retrenched, will be entitled to payment as per clause 33.2 (as at the date of termination) for the respective period of attendance, provided that they provide Tidewater with reasonable proof of satisfactory attendance at the course and examination.

33.7 The decision to grant study leave is based on the following considerations:

- (a) Projected operational requirements for certification;
- (b) Review of career paths from personal performance reviews; and
- (c) Training budget;

33.8 Where an Employee terminates their employment during their study leave period other than on account of redundancy, illness, incapacity, domestic or other pressing necessity they must repay to Tidewater all remuneration and study costs (i.e. accommodation, travel, course fees, superannuation contribution and allowances) received during the period of their study leave.

33.9 The Employee will enter into a written undertaking that they will remain in its employment for a period of at least two years after they have sat for the certificate in question.

33.10 Where an Employee terminates their employment within 24 months of completing study leave, the Employee must upon request repay to Tidewater a proportion of their remuneration and study costs (i.e. accommodation, travel, course fees, superannuation contribution and allowances) received during the period of their study leave on a pro rata basis for the 24 months.

If an Employee terminates their employment after 24 months after completion of study leave, no repayment of study leave costs and remuneration will be required.

Study Leave for Oral Examination

33.11 Where an Employee is a 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 shall be granted three weeks study leave at 75% of the Employee's annualised salary at the rate set out in subclause 26.2.

33.12 If an Employee terminates their employment other than on account of redundancy, illness, incapacity, domestic or other pressing necessity within twelve months of sitting the oral, Tidewater may recover the remuneration incurred on a pro rata basis for that year.

34. Professional Development

Casual Employee

34.1 Casual Employees, subject to operational need, will have access to professional development. A Casual Employee will however, be required to self-fund the onshore component of the professional development through the casual loading as per clause 16.5.

34.2 An Employee will be required to attend up to 10 days professional development per calendar year.

34.3 Professional development means all training except study leave, Tidewater value workshops and client or project related inductions, meetings or training.

34.4 Professional development and training days are treated as a Dead Day, subject to 34.5.

34.5 The first four days of professional development in each calendar year do not attract payment with the exception of incurred expenses which will be reimbursed. The four days are not to be utilised for client or project related inductions, meetings or training.

34.6 Time spent travelling to and from professional development and training is treated in accordance with clause 39.7.

34.7 If an Employee is required by Tidewater to undertake a course, Tidewater will pay the course costs and reasonable travelling, accommodation and meal expenses in accordance with clauses 30 and 42.

34.8 Where the Employee leaves the employ of Tidewater (other than through redundancy, illness, incapacity, domestic or other pressing necessity) within 12 months of undertaking a Dynamic Positioning or Electronic Chart Display and Information System course, the Employee will be required to reimburse Tidewater the costs on a pro rata basis of such training.

Computer based training

34.9 Tidewater and the Union have reviewed the computer-based training and agree that this is an appropriate method of training delivery for safety representatives on board of Vessels to conform with the *Occupational Health and Safety (Maritime Industry) Act 1993* (Cth) and MLC training requirements. Where an Employee accumulates 8 hours computer based training whilst on leave, a Dead Day shall be paid. A timesheet must be submitted by the employee within 14 days of the 8 hours online training accumulating. The Dead Day will be paid in the next pay run.

34.10 Trade Union Training

- (a) Union delegates or elected workplace representatives, upon application to Tidewater in writing, may be granted up to five (5) days' leave per annum, non-cumulative, to undertake trade union training that is designed to provide skills and competencies that will assist the delegate or workplace representative to contribute to the prompt resolution of disputes and/or grievances in the workplace and to improve the Employee's knowledge of industrial relations.
- (b) The application to Tidewater must be in writing, include the nature, content and duration of the course to be attended, and be provided with 14 days' notice of the proposed training.
- (c) The granting of leave pursuant to this clause shall be subject to Tidewater being able to make adequate crewing arrangements amongst current Employees during the period of such leave.
- (d) Leave may be granted by Tidewater for this training up to a maximum of five days per annum. Should the Employee be on duty for the period then leave will be paid at the same rate as study leave.
- (e) All expenses (such as travel, accommodation and meals) associated with or incurred by the Employee attending a training course as provided in this clause, shall be the responsibility of the Employee or the Union.
- (f) An Employee will be required to satisfy Tidewater of attendance at the course to qualify for payment of leave.

PART 6 - WORK AND RELATED MATTERS

35. Swing Cycle

35.1 The swing cycle in Australia will be based on an even time roster where the Employee works the same number of days rostered on as they have rostered off.

This swing cycle in Australia will be usually five weeks On Duty and five weeks Off Duty but, subject to the provisions of this clause, may be shorter to meet Tidewater's operational requirements.

For operations in Southern Waters and Construction Projects the swing cycle will be four weeks On Duty and four weeks Off Duty.

Subject to Tidewater being permitted to do so under the terms of the enterprise agreements applying to all crew members on a Vessel, there shall be a transition to a four weeks on and four weeks off swing cycles for all applicable Vessels, unless otherwise agreed by each Employee and Tidewater and this will commence no later than the first crew change day for each Vessel six months after the date of the FWC approval of this Agreement.

35.2 Where a Vessel has to change the swing cycle before the swing cycle is completed, then the swing cycle will be determined by the swing length at commencement of the swing as described by clause 35.1.

35.3 The swing cycle will be six weeks On Duty and six weeks Off Duty when an Employee is employed on a Vessel in Southeast Asia. This clause does not apply for dry docking and mobilisation and demobilisation voyages.

36. Hours of Work and Rest

Hours of work

36.1 The remuneration for Employees is calculated on a 12-hour day. It is acknowledged that overtime payments of four hours per Duty Day are incorporated into the annualised salary.

36.2 It is acknowledged that for the normal operation of a Vessel the working hours will be up to 12 hours and noting that not every day may be 12 hours.

36.3 It is the intention of Tidewater that an Employee shall so far as possible, work within the 12-hour day. However, an Employee may be required to work up to 14 hours in the case of operational needs, e.g., a Rig Shift, major machinery breakdown or emergency. The hours of rest must be compatible with this clause.

Hours of rest

36.4 The hours of rest will be in compliance with STCW and the MLC.

36.5 The hours of rest shall not be less than:

- (a) 10 hours in any 24-hour period; and
- (b) 77 hours in any seven-day period.

36.6 Hours of rest may be divided into two periods of which one shall be at least six hours in length.

36.7 The interval between consecutive periods of rest shall not exceed 14 hours.

36.8 Musters, fire-fighting and lifeboat drills, and drills prescribed by national laws and regulations and by international instruments, shall be conducted in a manner that minimises the disturbance of rest periods and does not induce fatigue.

36.9 Mealtimes within the working hours are not hours of rest.

36.10 Computer based training on board of a Vessel is considered to be working time.

36.11 Hours spent travelling to the Vessel are not considered rest hours and will be taken into account when complying with the hours of rest.

36.12 The Master has the right to require any Employee to perform any hours of work necessary for the immediate safety of the Vessel, persons on board or cargo, or for the purpose of giving assistance to other Vessels or persons in distress at sea. In these situations, the Master may suspend hours of rest provision until the normal situation has been restored. As soon as practicable after the normal situation has been restored, the Master shall ensure that any Employee who has performed work in a scheduled rest period are provided with an adequate period of rest.

36.13 In circumstances where in the Chief Engineer's opinion compliance with the hours of rest for Engineer Officers cannot be achieved, they will immediately discuss the situation with the Master.

36.14 In order to address the situation described in clauses 36.12 and 36.13, the Master is then required to take direct and appropriate action to ensure compliance with the hours of rest without compromising safety. Direct and appropriate action will take the form of modifying the activities being undertaken, up to and including the orderly cessation of work at or before the time that the hours limit has been breached.

36.15 In circumstances where in the Master's opinion compliance with the hours of rest cannot be achieved, they will immediately discuss the situation with the offshore facility. Where the situation cannot be resolved at this level, it shall be reported to Tidewater's relevant onshore representative.

37.Duties

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

37.2 The loading of ship stores, consumables and other equipment specifically for the maintenance of the Vessel is the domain of the Vessel's crew, working cooperatively between the departments.

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

38. Allocation of Duties

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

Shipboard Working Committee

38.2 The Employees are allocated duties where most need exists as determined by the Shipboard Working Committee, which is chaired by the Master and contains the Chief Officer, Chief Engineer and a representative of the IRs (**Integrated Rating(s)**) on board.

38.3 The allocation of duties shall be in line with the "teamwork principle". Any Shipboard Working Committee discussion must take into account the following points:

- (a) The allocation and prioritisation of duties will take into account the standard of up to 12 hours each working day.
- (b) The Master has the final say in any decisions.
- (c) The Chief Engineer is responsible for the safe and efficient running of the Vessel's machinery, for the allocation of jobs in the engine room and the machinery spaces, and the general safety of the engine room staff working on machinery.
- (d) The IR working in the engine room works under the direction of the Chief Engineer. When this IR is required by the Shipboard Working Committee to work on deck, the IR shall work under the direction of the Master, Officer of the Watch or Chief IR.
- (e) It is accepted that IR's other than the IR 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.
- (f) IRs working on deck shall work under the direction of the Master, Officer of the Watch or Chief IR.

39. Two-Crew Duty System

39.1 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.

39.2 An Employee on Duty will receive a Duty Day for each day spent On Duty under the two-crew duty system.

39.3 Where the two-crew duty system is in place and Employees are changing out with one another, it is acknowledged that an Employee may be required to perform duties for all or part of the Swing-off day, i.e., the first Off Duty Day. To recognise this, the Employee will be paid a normal day's pay, i.e., a Dead Day as full compensation for any work performed on the Swing-off day.

Any work done after midday on the swing Off Duty day by an Employee who is signing off will be treated as a Duty Day.

39.4 The entitlement of clause 39.3 is in addition to compensation for the Swing-off day which has been paid out and is incorporated in the remuneration.

39.5 Where the two-crew duty system does not operate, or where an Employee has no relief, the Swing-off day will be treated as a Duty Day.

39.6 Where an Employee transits from one Vessel to another Vessel all time spent Off Duty will be treated as Duty Days as long as this does not involve a return to their residence.

39.7 Where in connection with a crew change an Employee spends more than two Off Duty days (which includes the Swing-off day) travelling from the Vessel, the Employee will receive a Dead Day for each additional full day spent travelling.

39.8 The Employees and/or the Union are not to make any future claims in respect to Swing off day.

39.9 From the date of approval of this Agreement, any day or part thereof spent travelling prior to the day on which the Employee joins a Vessel will be paid as a Dead Day.

39.10 Where in connection with a crew change an Employee is required at the direction of Tidewater, a client, or the government to undertake quarantining, the Employee will be paid a Quarantining Day at their Aggregate Salary rate as detailed in Clause 26.

39.11 A Quarantine Day is paid at the value two Dead Days at their Aggregate Salary rate as detailed in Clause 26 when such quarantine is in compliance with a government mandate or direction, in addition to an allowance of \$110.00 per day while in quarantine for meals.

A Quarantine Day is paid as a Duty Day at their Aggregate Salary rate as detailed in Clause 26 when such quarantine is in compliance with a client mandate or direction, in addition to an allowance of \$110.00 per day while in quarantine for meals but under no circumstances shall any Quarantine Days be counted as any part of the Employee's On Duty work period.

39.12 Quarantine accommodation costs for hotel accommodation are the responsibility of Tidewater.

39.13 When an Employee returns to their Homeport and is placed into directed hotel quarantine or is made to isolate because of a government direction and/or border restrictions, the Employee will draw from their accrued leave.

40. Crew Change

40.1 For Vessels without helicopter landing facilities, crew changes will normally take place alongside a wharf or jetty in Port. Nonetheless, there may arise from time-to-time abnormal circumstances where other procedures may be utilised.

40.2 Tidewater and Employees acknowledge that due to the lack of wharf space availability in Australia that occasionally the use of crew boats in Port anchorages is a legitimate means of crew change subject to safe operating procedures being in place.

40.3 Crew changes At Sea in abnormal circumstances or by personnel basket or capsule will only be undertaken in accordance with normal safety procedures and with the approval of the Master of the Vessel involved. Employees who are to be transferred by personnel basket or capsule must advise the Master of the Vessel of their agreement or disagreement for such transfer.

41. Late Crew Change

41.1 Where the crew change does not occur on the due date as per the five-week cycle, i.e., Day 36 in the schedule below (or Day 29 in the schedule below for the four-week cycle) or as per the relevant Memorandum of Understanding or agreed schedule, then a penalty payment, on top of all other remuneration, shall be paid as follows:

- (a) 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

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

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

Four-week cycle

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

Four-week cycle					
Cycle Day	28	29	30	31	32
	Last Duty Day of 5-week swing	Normal crew change day		Crew change triggers penalty	
Duty Days over if no crew change	0	1	2	3	4

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

- (d) The final day of penalty payment will be the last Duty Day on the Vessel; and
- (e) The Swing-off day will be a Dead Day as per clause 39.3.

41.2 This clause is subject to the following exclusions:

- (a) Mutually agreed arrangements between an Employee and their relief on the opposite swing, approved by Tidewater.
- (b) Agreement reached between the Employee and Tidewater.
- (c) Where a relief was about to join the Vessel but is prevented from doing so by compassionate grounds, or illness/injury of the relief, or the negligence of the relief in the 24 hours, prior to the due crew change.
- (d) Where a relief was about to join the Vessel but is prevented from doing so by failure/delay of commercial airline connections.
- (e) Where a crew change is prevented by cyclone by, a cyclone warning, or by closure of the Port by the relevant authority.
- (f) Extended Tow (more than 1000 miles), where a lack of port-facilities prevents crew changes being undertaken. However, if the duration is likely to be more than seven days over-swing, then this exemption is inactive unless the agreement of the Union and the Employees is first obtained.
- (g) Re-delivery voyages, however if the duration is likely to be more than seven days over-swing then this exemption is inactive unless the agreement of the Union and the Employees is first obtained.
- (h) Extreme weather where a crew change in Southern Waters is prevented by a decision of the Master's or helicopter pilots due to extreme sea/wind condition.

42. Travelling

42.1 An Employee will be repatriated at Tidewater'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 under the conditions specified in Standard A 2.5, section 1 of MLC 2006.

42.2 Accommodation of a minimum of four-star rating will be provided at Tidewater's expense, where available.

42.3 While staying at a Tidewater provided accommodation, the Employee is entitled to meals, mini bar (excluding alcoholic drinks) and non-alcoholic drinks.

42.4 Any additional travelling expenses, including taxes reasonably incurred, shall be reimbursable upon production of an original tax receipt within three months of the expense being incurred.

42.5 Where an Employee has to wait for four hours or more for a connecting flight whilst travelling between the Employee's Vessel and the Employee's Home Port, Tidewater will provide hotel accommodation on request where available. Day rooms will be provided on the basis of one person per room.

42.6 Tidewater and the Employees acknowledge that they operate in a service industry in which Vessel availability is required on a 24-hour basis. To this end, Vessel

operations are planned as much as possible to facilitate crew changes on pre-scheduled days or as near as practical to such days.

42.7 Tidewater 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.

42.8 Where this situation can be clearly demonstrated, Tidewater agrees to reschedule travel arrangements to enable an appropriate rest period without additional expense to an Employee and no loss of Agreement entitlements. The off-going crew need to demonstrate to the Master the need based on:

(a) Hours of work performed in the 24-hour period prior to leaving the Vessel.

(b) Time of crew change; and

(c) Flight times.

42.9 For the purposes of this clause, the definition of extended work and travel schedules is: "where at time of arrival for the last scheduled air travel leg to the Employee's Home Port, an Employee has been at work, travel, and/or transit in excess of 18 hours; inclusive of meal breaks and airport transits."

42.10 Where the journey is broken, an Employee will qualify for a Dead Day should they be delayed by more than one Off Duty day from reaching their Home Port.

Flight Club Arrangements

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

Flights

42.12 Commercial airlines and accepted charter operators will be the normal mode of transport to and from the Vessels. However, in the event that it is deemed necessary, Tidewater retains the right to use charter flights.

42.13 Economy class airfares will be provided.

42.14 Tidewater will reimburse excess baggage up to a total of 30 kilograms upon production of receipt.

Duty Free on Vessels Travelling to and from Australia

42.15 Employees may bring on-board duty-free items, other than alcohol.

42.16 Any penalties associated with a breach of Customs' requirements will be the responsibility of the individual Employee and not Tidewater. If Tidewater is fined for the

breach, the individual Employee will reimburse Tidewater for any costs associated with the proceedings and penalties, if any.

Joining Vessel at Foreign Port

42.17 When joining a Vessel being imported to Australia from a foreign Port, all Employees will receive a full induction to the Vessel in accordance with Tidewater induction procedures, prior to the departure of the Vessel.

42.18 When arriving in a foreign Port the following arrangements will apply:

- (a) Arrivals in Port prior to 14.00 hours: Employees travelling on flights of less than six hours duration will be required to join the Vessel on the day of arrival at the foreign Port.
- (b) All other circumstances: Employees will be provided with overnight accommodation at a hotel, and join the Vessel before noon the following day, provided that a minimum 10-hour rest period will be allowed.

Returning a Vessel to a Foreign Port

42.19 When returning a Vessel to a foreign Port, the following repatriation arrangement will apply:

- (a) Arrivals in Port prior to 14.00 hours: Where the Vessel arrives in Port prior to 14.00 hours and Employees are able to leave the Vessel without delay and with a minimum of four hours' notice of flight departure and their flight will not exceed nine hours duration, then Employees will be expected to fly out on the day of arrival. Agreement provisions regarding day rooms in hotels also apply.
- (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.

Foreign Port Accommodation

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

- (a) For the first night only, Tidewater shall provide first class hotel accommodation including bed, breakfast and laundry and a victualling allowance in the local currency equivalent of \$90.00.
- (b) For any subsequent nights, Tidewater shall provide first class hotel accommodation including bed, breakfast and laundry and a victualling allowance in the local currency equivalent of \$155.00 per night.

- (c) The allowances in this clause only apply to Southeast Asia. In any other area, Tidewater and Employees shall negotiate the amount of the daily allowance to apply.

43. On board Vessel Social and Living Arrangements

Shipboard Facilities

43.1 Tidewater will accommodate and keep the Employee upon the Vessel upon which they are engaged at Tidewater's cost.

43.2 The best Australian shipboard standards will be provided taking into consideration the need to replenish perishables on a regular basis.

43.3 The documentation of orders, quantities received, and condition of items provided to the Vessel will be encouraged to be undertaken by nominated ship's personnel, in order to allow monitoring at the enterprises annual review meeting.

43.4 It is understood that the most effective manner to address the quality and quantity of the supplies on a Vessel is through the provision of training with input from caterers and the Consultative Committee.

Bedding and Other Utensils

43.5 Tidewater will provide for the use of the Employees:

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

Amenities

43.6 A CD player with AM/FM radio capability, television and DVD player with a selection of DVDs (minimum 35 per swing) or other appropriate facilities (e.g., satellite TV and radio channels) will be provided for each Vessel where it is practicable for Tidewater to provide them.

43.7 A sum of up to \$162.00 per swing will be allocated for the purchase of newspaper and magazines for the whole crew.

43.8 Physical exercise equipment will be provided on board Vessels, where such equipment is sought and can be practicably installed.

Communications

43.9 Tidewater will, on each Vessel, provide Employees with access for private use to email and telephone/fax communications, where such communications are available, in the most effective manner in accordance with Tidewater's policy.

43.10 It is noted that this clause does not prevent Tidewater seeking to recoup the costs of such private use from an Employee (e.g. incidental-usage should not incorporate over-head cost of providing the infrastructure). Should Tidewater seek to recoup a cost, which the Employee believes to be unreasonable, then the matter will be resolved in accordance with the Dispute Settlement Procedure contained in this Agreement.

43.11 Tidewater will provide 30 minutes per week of private use satellite phone time to each Employee where mobile phone access to a network is not available at any time during the swing duration. Tidewater 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.

Cleaning Quarters

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

44. Importation of Vessels

44.1 Where any Tidewater crewed Vessel, proposed to be covered by this Agreement, is imported to work in the Maritime Offshore Oil and Gas Industry in Australia, Tidewater will brief the Union to determine if a Vessel inspection prior to its mobilisation is necessary.

44.2 The briefing as to the scope of work to be undertaken by the Vessel will consist of:

- (a) Crewing numbers of the Vessel;
- (b) Applicable rate of pay;
- (c) Particulars of the Vessel inspection;
- (d) Specific documents relating to safety;
- (e) Particulars as to when an inspection is required.

44.3 Vessel inspections will not be required for Vessels returning to Australia having been away for 12 months or less.

45. Safety

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

46. Drugs and Alcohol

46.1 The possession, soliciting, secreting or consumption of alcohol and/or prohibited and non-prescription drugs on Vessels covered by this Agreement is prohibited and will be regulated by Tidewater in accordance with the Tidewater policies and procedures.

46.2 To the extent of any inconsistency, these policies and procedures will be applied in order of precedence as they appear in clause 46.1 above.

46.3 The penalty for breach of this clause or the policies and procedures may include summary dismissal.

46.4 It is an Employee or Trainee/Cadet's responsibility to advise the Master when using prescription or non-prescription drugs which may affect their ability to perform their duties.

46.5 The provisions of any applicable client/s and relevant project/s Drug and Alcohol Policies and Procedures will apply to the Employees.

47. Counselling Service

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

48. Burial Expenses

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

PART 7 – LEAVE

49. Leave Accrual

49.1 A Permanent Employee will accrue an entitlement to time off at the rate of 1.153 days leave for each Duty Day, which compensates for public holidays, weekends, intervals of leave, annual leave, personal/carer's leave, compassionate leave, and time spent travelling in Off Duty time.

One days' leave for each Duty Day spent on a Vessel under the two-crew duty system for Casual Employees.

Cadets and Trainees are excluded from this clause.

50. Taking of Leave Entitlements

50.1 Any extended period of time off (e.g., outside of the normal swing) is to be taken at a mutually agreed time, having regard to the operational necessity of ensuring that only part of the crew in each department on the Vessel take such time off at any one time, to ensure the continued operational efficiency of the Vessel.

50.2 When taking an extended period of time off, it is the responsibility of the Employee to ensure that they have sufficient leave entitlements to cover the period up to the day of the regular crew change when the Employee is due to re-join their Vessel.

50.3 The maximum time off an Employee may accrue is 105 days, excluding last swing. Unless agreement has been reached between Tidewater and the Employee, an Employee will be required to take time off to ensure that the maximum of 105 days is not exceeded. Where an Employee is scheduled on the basis of a four-week swing cycle, the maximum accrual shall be 84 days, excluding last swing.

50.4 Leave under this clause will be paid in accordance with the classification at which it was accrued, at the current rate of pay for that classification at the time the leave is taken.

51. Leave in Advance

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

51.2 Leave in advance will be subject to the following:

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

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

51.4 Where an Employee's employment is terminated, a maximum repayment of 14 days of leave in advance may be deducted from any monies owing to the Employee unless there is a written agreement reached under this clause in which case all leave in advance is repayable.

52. Sick Leave (Salary Continuance)

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

- (a) Sick leave will commence from the day that an Employee is unable to commence a scheduled on-duty period due to either illness or an accident that occurred whilst the Employee was on leave and after receipt by Tidewater of a doctor's declaration of being unfit for duty.
- (b) When an Employee is not scheduled to commence an on-duty period they would be deemed to join based on their last swing cycle, i.e., four or five weeks.

- (c) For the purposes of this paragraph, a "scheduled on duty period" means the leave swing under which an Employee is engaged at the time of illness or accident.
- (d) The benefits provided to an Employee by this clause will be limited to a maximum of 10 weeks in the first year of service and 12 weeks in each subsequent year of service, regardless of the number of accidents or illnesses suffered by the Employee in any year of service.
- (e) Year of service is calculated from the Employee's commencement date of permanent employment with Tidewater.
- (f) The maximum entitlements prescribed in this clause do not accumulate from year to year and cannot exceed the prescribed annual entitlements (i.e., 10 or 12 weeks) at any time for the same illness or accident.
- (g) Over the period covered by this clause an Employee will receive 75% of their annualised salary prescribed in clause 26.

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

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

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

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

53. Sick or Injured Employees Landed

53.1 When a sick or injured Employee is landed at a Port, the Employee is to receive the keep or meal and bed allowance referred to in clause 42 'Travelling' of this Agreement, until the Employee's arrival at their Home Port.

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

54. Fitness for Purpose

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

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

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

55. Annual Leave

This Agreement (under clause 49 'Leave Accrual') gives full effect to the NES entitlements to annual leave.

56. Personal/Carers Leave and Compassionate Leave

56.1 This Agreement (under clause 49 'Leave Accrual') gives full effect to the NES entitlements to personal/carer's leave and compassionate leave.

56.2 Tidewater will repatriate the Employee to their Home Port upon request, in the event of

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

56.3 An Employee's immediate family means:

- (a) A spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the Employee.
- (b) A child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the Employee.

56.4 Tidewater will endeavour to fill the resulting vacancy as soon as reasonably practicable.

57. Community Service Leave

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

58. Public Holidays

This Agreement (under clause 49 'Leave Accrual') gives full effect to the NES entitlements to public holidays.

59. Parental Leave

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

60. Maternity Leave

60.1 Female Employees with at least 12 months of continuous service are entitled to maternity leave.

60.2 Maternity leave will be paid for the first six weeks at the annualised salary of the rate set out in subclause 26.2 after which time, up to a maximum of 46 weeks unpaid leave will be provided to the Employee who is the primary carer.

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

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

60.5 Where the pregnancy is terminated other than by birth of a living child and the Employee has not commenced maternity leave, her entitlement to such leave ceases to exist. An Employee may be entitled to special maternity leave, as specified by her doctor, if the pregnancy extends beyond 28 weeks.

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

60.7 Maternity leave will not count towards continuous service.

60.8 If a paid maternity leave scheme is implemented by the Federal Government, it will override this clause. Nonetheless, if a gap does exist between the monetary entitlements of a government scheme and this clause, Tidewater will pay the gap between those for the first six weeks as per entitlement in clause 60.2.

61. Long Service Leave

61.1 A Permanent Employee who has completed 15 years continuous service with Tidewater shall be entitled to 13 weeks long service leave paid at their base rate of pay.

From the date of the approval of this Agreement by the FWC, in satisfaction of the entitlement under State long service leave legislation, an Employee who has completed at least 10 years' continuous service with Tidewater shall be entitled to 13 weeks' long service leave paid at their Aggregate Salary rate of pay. For every five (5) years of continuous employment with Tidewater thereafter, an Employee shall be entitled to a further 6.5 weeks long service leave paid at their current Aggregate Salary.

Where the Employee has already taken all or part of their long service leave entitlement (whether by virtue of this Agreement or applicable legislation) at the date of approval of this Agreement by the FWC, that period of leave shall be counted in any calculation of a further entitlement to long service leave and will be deducted from an Employee's entitlement pursuant to this Agreement.

For the avoidance of doubt, an Employee's entitlement to long service leave pursuant to this Agreement is in full satisfaction of an Employee's long service leave entitlement under applicable legislation. Any benefit paid under this Agreement is taken to be a benefit under applicable legislation.

61.2 Casual Employees and Cadets 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.

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

61.4 Pro-rata long service leave for completed years and months shall be paid out based the Employee's long service leave accrual as set out in clause 61.1 when an Employee leaves Tidewater's employment, except in cases of serious or wilful misconduct or fraud, after:

(a) A period of continuous service greater than five years in the case of voluntary redundancy or three years in the case of compulsory redundancy;

(b) An Employee who has completed at least five years of service and on account of illness, incapacity, domestic or other pressing necessity.

61.5 Tidewater may request an Employee to clear their accrued but untaken long service leave as part of the redundancy provisions contained in clause 23.1(c)."

PART 8 – MANNING

62. Certification, Medicals and Passport

62.1 It is the responsibility of all Employees to ensure that when joining a Vessel all certification, endorsements, medicals and passports are valid for at least the expected duration of the swing.

62.2 Employees are required to provide Tidewater with copies of all certificates held and ensure that the original certificates are in their possession whilst on board the Vessel.

62.3 All Employees when joining a Vessel must hold:

(a) A valid Certificate of Competency.

(b) A flag state endorsement (if applicable) linked to that Certificate of Competency.

(c) A valid flag state medical.

(d) A valid Maritime Security Identification Card (MSIC); and

(e) A passport with a minimum of eight months validity.

62.4 It follows that if an Employee loses the right to hold one of the documents mentioned in clause 62.3, they may be terminated.

62.5 Tidewater may require an Employee to obtain additional certificates in accordance with the flag of the Vessel, of which the costs will be reimbursed.

62.6 An Employee will attend any medical assessment when required by Tidewater.

62.7 Tidewater will reimburse an Employee the cost of an AMSA medical examination when this medical is required.

63. Loss of Certificate of Competency

63.1 Tidewater will provide compensation as described in clause 63.2 to a permanent Employee for loss of their Certificate of Competency when they:

- (a) have been refused revalidation of their Certificate of Competency by AMSA because of failure on examination to comply with the AMSA medical requirements, and
- (b) have failed to satisfy AMSA that they can satisfactorily perform the duties appropriate to the Certificate of Competency, notwithstanding their inability to comply with the medical requirements, and
- (c) are found by further independent medical examination to be permanently unable to carry out their duties and to revalidate a Certificate of Competency; or
- (d) are found by further independent medical examination to comply with the AMSA medical requirements and/or is capable of carrying out their duties but is still unable to satisfy AMSA or revalidate their Certificate.

63.2 Subject to clauses 63.3 and 63.4, an Employee to whom clause 63.1 applies shall be entitled to receive on the termination of their employment, a payment at their annualised salary rate appropriate to their age in accordance with the following table:

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

Restrictions

63.3 Where an Employee suffers an illness or injury entitling them to any compensation, damages or other benefits (called "benefits") from Tidewater and/or any third party under any applicable legislation and/or at common law and/or equity and/or under any contract, deed or other arrangement, excluding any superannuation pension or like deed scheme or arrangement, and such benefits include a component

referable to loss of earnings, then the value of that component shall be deducted from the amount payable to the Employee under clause 63.2.

Employee shall not be entitled any benefits under this clause where:

- (a) The Employee dies.
- (b) The Employee fails to comply with an AMSA medical because of:
 - (i) a self-inflicted or self-induced illness or injury; or
 - (ii) 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; or
- (c) The Employee is offered reasonably suitable alternative employment. If, after discussion with Tidewater, the Employee decides that the offered alternative employment is not reasonably suitable, the matter shall be referred to the Board of Administrators for resolution.
- (d) The Employee had already received the benefits under this clause before.

Board of Administrators

63.4 For the purpose of determining a claim, the Board of Administrators will be convened comprising a representative of the Union, Tidewater and an agreed independent Chairman, to determine, in each and every case, the application of the "Loss of Certificate of Competency" clause.

64. Classifications

64.1 A Chief Engineer holds, as a minimum, an STCW regulation 111/2 Certificate of Competence as Engineer Class 1 (Motor) and is appointed as such.

64.2 A First Engineer holds, as a minimum, an STCW regulation 111/2 Certificate of Competence as Engineer Class 2 (Motor) and is appointed as such.

64.3 A Second Engineer holds, as a minimum, an STCW regulation 111/1 Certificate of Competence as Watchkeeper (Engine) and is appointed as such.

64.4 Third Engineer is an Engineer Officer who complies with Clause 64.3, is appointed as such and who either:

- (a) has been offered an employment contract after finishing his Cadetship or Traineeship, or
- (b) has no experience in the Maritime Offshore Oil and Gas Industry as an Engineer Officer, or

- (c) has less than 18 months experience in the Maritime Offshore Oil and Gas Industry as an Engineer Officer.

Tidewater will provide the Third Engineer with the following training:

- (i) Offshore Safety - Engine,
- (ii) Anchor Handling Safety,
- (iii) Working at heights,
- (iv) Confined spaces, and
- (v) DP Induction for Engineers.

Progression to the Rank of Second Engineer will be after 8 months sea time on offshore Vessels, including previous experience.

65. Minimum Manning Levels

65.1 The minimum manning for all Vessels not in operations will be as per the safe manning certificate of the Vessel.

Platform Supply Vessels (Category 2 - Over 64 Meters)

65.2 The minimum manning for Tidewater crewed Vessels undertaking 24-hour operations on Platform Supply Vessels (over 64 meters) will be:

- (a) One Chief Engineer,
- (b) One First Engineer, and
- (c) One Second Engineer or ETO .

65.3 The minimum manning for operations less than 24 hour on Tidewater crewed AHTS Vessels (greater than 8,999 BHP) and Platform Supply Vessels (over 64 meters) will be:

- (a) One Chief Engineer,
- (b) One First Engineer, and
- (c) A Second Engineer and/or ETO when required by operational workloads.

Specialist Vessels

65.4 The minimum manning for 24-hour operations on Tidewater owned or managed Specialist Vessels will be:

- (a) One Chief Engineer,
- (b) One First Engineer, and
- (c) One Second Engineer or ETO.

AHTS Vessels (Category 2 - Greater than 8,999 BHP)

65.5 The minimum manning for Tidewater crewed vessels undertaking 24-hour operations on AHTS vessels (greater than 8,999 BHP) will be:

- (a) One Chief Engineer,
- (b) One First Engineer,
- (c) One Second Engineer, and or
- (d) One ETO

SIGNATURES:

**SIGNED FOR AND ON BEHALF OF TIDEWATER SHIP MANAGEMENT
(AUSTRALIA) PTY LTD:**



.....
Signature.

Casey Munyard

.....
Print name.

Managing Director

.....
Authority To Sign.

77 Saint Georges Terrace Perth WA 6000

.....
Address.

24/10/2023

.....
Date.

WITNESSED BY:



.....
Signature.

WARREN HARROWER

.....
Print name.

24/10/2023

.....
Date.

EMPLOYEE REPRESENTATIVE SIGNATURE:



Signature.

Michael Bakhaazi

Print name.

As directed by AIMPE Federal Executive - Senior Negotiator - Director of Government Relations / National Legal Director - Head of the offshore sector - AIMPE (The Union)

Authority To Sign.

Address.

1 High Street, Fremantle, WA, 6160

24/10/2023

Date.

WITNESSED BY:



Signature.

Michael Carroll Snr. National Organiser - AIMPE 1 High St Fremantle WA, 6160

Print name.

24/10/2023

Date.

IN THE FAIR WORK COMMISSION

FWC Matter No: AG2023/3945 – Tidewater Ship Management (Australia) Pty Ltd & AIMPE Maritime Offshore Oil and Gas Industry Engineers Enterprise Agreement 2023

Applicant: Tidewater Ship Management (Australia) Pty Ltd

Section 185 – Application for approval of a single enterprise agreement

UNDERTAKING – SECTION 190

I, Warren Harrower, Employee Relations Manager, have the authority given to me by Tidewater Ship Management (Australia) Pty Ltd to give the following undertakings with respect to the *Tidewater Ship Management (Australia) Pty Ltd & AIMPE Maritime Offshore Oil and Gas Industry Engineers Enterprise Agreement 2023* (Agreement):

1. Cadet Rates of Pay

The annual rates of pay for Third Year Cadets in the table under clause 32.15 of the Agreement will have no effect. In place, the Annual rates of pay for Third Year Cadets will be paid as follows:

	At Sea	At College
Third Year	\$47,424	\$35,568

This undertaking is provided based on the issue being raised by the Fair Work Commission in the application before the Fair Work Commission.

Signature: 

Date: 09 November 2023