



**CLAUSE 1 – TITLE**

1.1 This Agreement shall be known as the *COMPANY Pty Ltd Australian Institute of Marine and Power Engineers Enterprise Agreement 2010*.

**CLAUSE 2 – ARRANGEMENT**

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### **CLAUSE 3 – DEFINITIONS**

"Act" means the *Fair Work Act 2009*.

"Agreed Manning" means the number of Engineer Officers which the parties agree are required to operate a Vessel efficiently, safely and in accordance with the relevant laws, conventions, flag state and port state requirements as per the attached schedules or an agreed Memorandum of Understanding.

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

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

"Award" means the Maritime Offshore Oil and Gas Award 2010 as amended "Chase Boat" means a Vessel whose primary function is the provision of guard boat duties to a seismic survey Vessel. However a chase boat may also, as a supplementary function, conduct supply to a seismic survey Vessel. If a chase boat is over 64 metres in length and is engaged in the supply function, it will be paid 100% while engaged in that supply work.

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

"Chief Engineer" means the person in charge of the engineering department of the Vessel.

"Construction Project" means: work involving the installation of new jackets, topsides, pipelines, flow lines, risers and associated mooring systems for offshore platforms, monopods,



FPSO's and FSO's. It does not include remedial work, maintenance, repair or replacement of existing jackets, topsides, pipeline, risers, mooring systems or associated infrastructure.

"Company" means Company Pty Ltd.

"Continuous Operations" means where a Vessel is required to be available for 24hrs a day for operations to meet charterers and owners requirements.

"Day" means 12 midnight to 12 midnight.

"Delegate" means the nominated on-board spokesperson for the AIMPE members employed on the Vessel; if there is no advice to the contrary then the First Engineer shall act as AIMPE delegate.

"Dead Day" means a day's pay is paid but no leave accrues or is used.

"DP MODU" means a dynamically positioned mobile offshore drilling unit.

"Dynamically Positioned" means a Vessel classified in a manner similar to Lloyds Register, Det Norske Veritas or American Bureau of Ships as depicted in this table.

Description	IMO Equipment Class	Corresponding Class Notations		
		LR	DnV	ABS
Manual position control and automatic heading control under specified maximum environmental conditions		DP(CM)	DNV-T	DPS-0
Automatic and manual position and heading control under specified maximum environmental conditions	Class 1	DP(AM)	DNV-AUT DNV-AUTS	DPS-1
Automatic and manual position and heading control under specified maximum environmental conditions, during and following any single fault excluding loss of a compartment. (Two independent computer systems).	Class 2	DP(AA)	DNV-AUTR	DPS-2
Automatic and manual position and heading control under specified maximum environmental conditions, during and following any single fault including loss of a compartment due to fire or flood. (At least two independent computer systems with a separate backup system separated by A60 class division).	Class 3	DP(AAA)	DNV-AUTRO	DPS-3

"Employee" means any person engaged or employed by the Company in the classification or capacity of Chief Engineer, Engineer Officer (including Electrical Engineer or Electrician or ETO) however designated, Rig Mechanic, Trainee Engineer or Cadet Engineer.

"Engineer" has the same meaning as 'Officer'.

"ETO" (Electrical Technical Officer) means an Officer who holds an ETO certificate.

"FWA" means Fair Work Australia.

"First Engineer" means the Engineer next in rank to the Chief Engineer.

"FPSO Support Vessel" means a Vessel whose primary function is the provision of support to a Floating Production, Storage & Offloading facility and includes static towage of off take shuttle tankers and the carriage and transportation of cargo to and from the FPSO.



"Geotechnical Drilling Vessel" means a Vessel designed for testing and sampling of the sea-bed prior to the laying of pipelines or the placement of structures.

"Geotechnical Drilling Vessel Division 1" means a Vessel positioned by a conventional mooring system.

"Geotechnical Drilling Vessel Division 2" means a dynamically positioned Vessel.

"Home Port" means the "Main Port" nearest to the home of the Employee or any other Port mutually agreed upon between the Company, AIMPE and the Employee. ("Home Port" means a port at which the Officer was engaged or any other port mutually agreed upon between the employer and the AMOU).

"Hours of Rest" means continuous hours not interrupted by watch-keeping or operational duties.

"In Port" means the time after arrival in a port as defined by this clause, providing the Vessel does not depart the same day.

"Location" includes on locations 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 at a MODU location means the area in which the MODU is to drill.

"Main Port" means one of the following: Brisbane, Cairns, Darwin, Fremantle, Hobart, Launceston, Melbourne, Newcastle, Port Kembla, Sydney, Townsville, Broome, Port Hedland, Dampier, Withnell Bay, Barry Beach.

"MODU" means a mobile offshore drilling unit.

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

"NES" means the National Employment Standards as provided under the *Fair Work Act 2009*.

"Officer" means a person engaged in the classification or capacity of Chief Engineer or Engineer Officer (including Electrical Engineer or Electrician or Electrical Technical Officer {ETO}) however designated.

"Port" means a harbour, wharf or jetty and includes a bay, a river, or a roadstead.

"Repatriation" means the provision by the Company at the Company's cost, of transporting the Employee from the Vessel to the Employee's Home Port.

"Rig Shift" means the moving of a MODU 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. A rig shift also includes the re-location of a jack-up rig.

"Ship" means a seagoing Vessel not ordinarily propelled by oars only.

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



"Shallow Water Seismic Vessel" means a Vessel that operates in water where no depth in the survey area exceeds 20 metres.

"Site Survey Vessel" means a Vessel that is used primarily to survey pre drill sites and detect shallow gas hazards.

"Specialist Vessel" means: Vessels engaged on specialist tasks for a certain period, that is, free span corrections on new pipelines, new sub-sea installations using a crane and saturation diving from a DP2 Vessel; or any of the following types of Vessels:

- pipe layers;
- DP2 or DP3 dive support vessel;
- self-propelled cable layers (not including Seismic Vessels);
- rock dumpers; and
- self-propelled semi-submersible accommodation barges

unless otherwise classified under this EA.

"Southern waters" for the purposes of determining the length of a tour of duty, means all the seas off the Australian coast, east of Albany and south of Sydney.

"Specialist Vessel" means a Vessel, not otherwise defined by this clause, designed or required to undertake specific operations in the oil and gas industry eg. specialist dive support Vessel, specialist pipe-laying Vessel.

"Stand-by/Utility Vessel" means a Vessel whose function is the provision of a safety and rescue service to offshore oil and gas installations.

"STCW 95" means the *International Convention for Standards of Training, Certification and Watchkeeping for Seafarers 1978*, as amended in 1995.

"Supply Vessel" means a Vessel designed and/or 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.

"Supply Vessel - Division 1" means a supply Vessel over 64 metres LOA.

"Supply Vessel - Division 2" means a supply Vessel up to 64 metres LOA.

"Support Vessel" means a Vessel designed and/or equipped to perform AH/T/S that is engaged in or in association with offshore oil and gas operations and provides all related services such as anchor handling, towage, carriage of cargo, underwater inspection, seabed clearance, R.O.V. operations, pipe reel operations, etc.

"Support Vessel - Division 1" means a support Vessel, as defined whose main propulsion engines generate up to 8,999 BHP.

Support Vessel - Division 2" means a support Vessel, as defined whose main propulsion engines generate over 8,999 BHP.

"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.

"Travel Day" means a paid travel day which neither accrues nor uses leave.

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



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

"Watch Keeper" means an Officer who is in charge of or forms part of the engineering watch, which may be a UMS watch or a non-UMS watch.

"Workforce Representatives" means an Officer nominated to represent the workforce.

#### **CLAUSE 4 – TERM OF AGREEMENT**

4.1 This Agreement operates seven days after approval by FWA and has a nominal expiry date of 31 July 2013.

#### **CLAUSE 5 – SCOPE AND APPLICATION**

5.1 This Agreement is made between the Company and its Employees eligible to be members of AIMPE and covers its Employees who are eligible to be members of the AIMPE and who are employed on or in connection with self propelled Vessels operated by the Company and Employees engaged in or in connection with Australian offshore oil and gas operations and includes Vessels to which the Company is contracted to supply maritime labour.

5.2 The general provisions of this Agreement are to be read and construed in conjunction with and subject to the provisions contained in the schedules hereof and when a general provision is inconsistent with a provision of the said schedules the latter will (except where a contrary intention appears) prevail.

5.3 Subject to the provisions in Sub clause 5.1 and 5.2, except where a provision expressly states to the contrary, all other provisions of this Agreement apply to all Employees employed by the Company whether permanent, probation, or relief/casual.

5.4 Nothing in this Agreement overrides the provisions of STCW95 or Marine Orders.

5.5 AIMPE is the bargaining representative for those Officers whom are its members and AIMPE will apply to FWA to be covered by the Agreement.

#### **CLAUSE 6 – COPY OF AGREEMENT**

6.1. Copies of this Agreement will be made available onboard all Vessels owned, manned or operated by the Company.

#### **CLAUSE 7 – ARTICLES OF AGREEMENT**

7.1 All the terms and conditions of this Agreement shall be part of the Articles of Agreement entered into by an Employee in respect of service on a Vessel under this agreement.

#### **CLAUSE 8 – PERFORMANCE APPRAISAL**

8.1 Where the Company seeks to introduce a performance appraisal system in accordance with this clause, it will be done in consultation and agreement with the AIMPE. The parties agree that agreement will not be unreasonably withheld and if agreement cannot be reached the provisions of the Industrial *Dispute Resolution Procedure* of this Agreement will be followed.



8.2 Where the Company implements a Performance Appraisal System, the following shall apply:

8.2.1 The objectives of a Performance Appraisal System are to establish:

- |                                  |                                      |
|----------------------------------|--------------------------------------|
| * Training and educational needs | * Performance assessment             |
| * Career and promotion potential | * Establishment of performance goals |

8.2.2 Performance Assessment - Each Chief Engineer will be appraised by the Company's Marine Superintendent or their nominee and each Chief Engineer will assess each Engineer Officer under their supervision.

8.2.3 Performance Range  
 - Once a performance level has been established the Employee's salary maybe adjusted accordingly, within the following ranges:

Chief Engineer	0 to 12%
First Engineer	0 to 10%
Second Engineer & Electrical Engineer and ETO	0 to 8%

8.2.4 Where no assessment takes place the Employee will be paid the following increment:

Chief Engineer	6%
First Engineer	5%
Second Engineer & Electrical Engineer and ETO	4%

**CLAUSE 9A – DUTIES AND HOURS OF WORK**

This clause expressly excludes clause 7 of the *Maritime Industry Offshore Oil and Gas Operations Award 2003*.

9A.1 To achieve maximum flexibility, Engineer Officers shall work as a team with each Engineer Officer working to the level of their classification, job description, training, competence, certification and applicable legislation in a cooperative effort, to ensure the safe and efficient operation of the Vessel.

9A.2 The nominal daily working duration shall be eight hours, seven days per week however Engineer Officers may be required to work up to 12 hours in any one day. In scheduling of 12 hours work this can effectively be planned over an 18 hour period within 24 hours, consistent with clause 9B.

9A.3 In the case of a major machinery failure (i.e. one which disables the Vessel), or in the case of an emergency (i.e. a situation that could threaten safety of life or safety of a Vessel / rig or facility), Engineer Officers may be called upon to work in excess of 12 hours.

9A.4 Where the engine department is manned for 24 hour operations, the essential demands of an offshore facility may warrant immediate support to avoid major disruption to the operations (this does not include any work that could have been reasonably planned or foreseen) and the need to work hours in addition to 12 hours. Any such demands will remain subject to the overriding rest requirements as defined in clause 9B.

**Nothing in this clause is to be read as intending to extend the hours of work beyond 12.**

9A.5 Each Watch-Keeping Engineer Officer will maintain a full and accurate record of hours of work and rest periods.

**CLAUSE 9B – HOURS OF REST**

9B.1 Employees will be provided with a rest period of 10hrs per day, which may be split into two uninterrupted periods one not being less than six hours.



9B.2 A minimum of 70 hours rest in a seven-day period.

9B.3 The minimum hours referred to above should not be interpreted as implying that the other hours may be devoted to watch-keeping or other duties.

9B.4 Each Watch-Keeping Engineer Officer will maintain a full and accurate record of hours of work and rest periods.

9B.5 In circumstances where, in the Chief Engineer's opinion, compliance with this clause for Engineer Officers cannot be achieved, they will immediately discuss the situation with the master of the Vessel. Where necessary the situation will be immediately discussed with the offshore facility. Where the situation cannot be resolved at this level it shall be reported to the Company's relevant onshore representative. In order to address the situation, the master of the Vessel and the Chief Engineer are then required to take \*direct and appropriate action to ensure compliance with this clause 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.**

#### CLAUSE 10 – CONSULTATIVE COMMITTEE

10.1 A committee will be established to maintain a direct link between Officers and the Company. The information provided to committee members will be in aggregate terms and will not identify individual Employees. The purpose of the committee is to:

- 1) Assist in the implementation and monitoring of the operation of this Agreement, including:
  - a) Transfer of business and/or issues that may arise.
  - b) Application of clauses:
    - i) 9A and 9B Hours of Work and manning provisions generally;
    - ii) 16 - Late Crew Changes and Helicopter changes;
    - iii) 17 - Casual Employment;
    - iv) 22 - Study Leave;
    - v) 23 - Training;
    - vi) 29 - Travelling and any adjustment to the mileage allowance.
- 2) Maintain an open exchange of views between the Officers and the Company on matters such as:
  - i) Appropriate application of Schedules to Vessels having regard to their function;
  - ii) Monitor the quantity & quality/freshness & choice of foods to members satisfaction;
  - iii) Monitor early call-back off leave.
- 3) Assist in the development and implementation of new initiatives across the fleet.





10.2. The committee will include parties to this agreement and workforce representatives and will be convened by the Company at least once every 12 months.

10.3 Days attending such meetings will be dead days.

#### **CLAUSE 11 – MAINTENANCE OF GRADED RATE ON TEMPORARY ASSIGNMENT**

11.1 Where a Permanent Engineer is temporarily used in a Rank below their normal Rank (eg Rig Shift or Demobilization), their normal Rank will be maintained, whilst on that temporary assignment. This is subject to the Engineer holding the qualification appropriate to their normal Rank but on the Vessel to which they have been temporarily assigned.

#### **CLAUSE 12 – CONSTRUCTION PROJECT ALLOWANCE BONUS**

12.1. A Construction Project Allowance Bonus (PAB) is payable at the completion of construction projects as defined in Clause 3 – *Definitions*. The PAB will apply in accordance with the criteria outlined below.

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

##### 12.2 Eligibility

12.2.1 The PAB is only payable to Employees who are employed on Vessels engaged on Construction Projects.

12.2.2 The PAB will apply to any Vessel engaged on the construction spread for more than 48 hours. This excludes steaming time to and from the construction spread.

12.2.3 When an Employee qualifies for the PAB, the PAB will be paid for every duty day the Employee is specifically engaged on the Construction Project.

It does not include:

12.2.4 Mobilisation and demobilisation voyages except where the Vessel is engaged to deliver equipment (ie new jackets, topsides, pipelines, flow lines, risers and associated mooring systems for offshore platforms, monopods, FPSO’s and FSO’s) to and from the spread from a Port outside of Australia;

12.2.5 Pre and post miscellaneous and ancillary work including but not limited to site survey and as laid inspections.

12.2.6 Days on workers compensation, sick leave (personal injury and accident insurance), study leave, or compassionate leave; and

12.2.7 Superannuation.

12.3 Subject to the above, the PAB is paid from the day of the Vessel’s point of importation (Customs clearance). The PAB ceases upon the day of the Vessel's permanent departure from the Construction Project location or when the construction phase is deemed to have finished.

12.4 Project MOU's will address the issue of when the construction phase is "deemed to have finished".



**Conditions of PAB Payment**

- 12.5 The PAB will equate to \$175 for each duty day engaged on the Construction Project applicable from commencement of the Agreement.
- 12.6 The PAB will be moved by the salary escalations under this Agreement, in accordance with the following table.

Commencement of Agreement	1 July 2010	1 July 2011	1 July 2012
\$181	\$192	\$203	\$215

- 12.7 The PAB payment is payable subject to the following:
  - 12.7.1 The Employee shall not qualify for payment for any day on which they have engaged in industrial action in breach of the *Dispute Resolution Procedure* in this Agreement or the provisions of the *Occupational Health and Safety (Maritime Industry) Act 1993*; and;
  - 12.7.2 The PAB will be paid on termination of an Employee’s employment on the Construction Project on a pro-rata basis for the days worked.
  - 12.7.3 In the case of a permanent Employee, who is not terminated but is either transferred to another operation or goes on workers compensation or continues in the Employer’s employment when they complete work on the Construction Project, payment will be made on a pro rata basis for each day worked on the Construction Project.
  - 12.7.4 This PAB arrangement will apply for the life of this Agreement. If a replacement agreement is negotiated and agreed at the expiry of this Agreement, this will be included in a replacement agreement and will not be sought or applied otherwise. Any replacement agreement will only apply to Projects approved and mobilised after the date of any replacement agreement being operable.

**CLAUSE 13 – REMUNERATION AND CREWING**

- 13.1 The salaries have been fixed on the basis that, except where otherwise provided in the Agreement, they take into account all aspects and conditions of employment and include the Project Allowance component of 1.5% paid in the 2006 agreement.
- 13.2 Except where expressly provided otherwise in this Agreement the amounts payable to an Employee pursuant to this clause shall constitute the whole of an Employee's remuneration. Without limiting the generality of the foregoing, no additional or other payments shall be payable in respect of overtime or any penalty or disability of any kind or any other feature incident or condition of employment.
- 13.3 The rates of salary for parts of a year shall be computed as follows:
  - 13.3.1 The monthly rate by dividing the annual rate by 12.
  - 13.4 The fortnightly rate by dividing the annual rate by 26.
  - 13.5 The daily rate by dividing the fortnightly rate by 14.

Salary adjustments due to personal performance will occur on the 1<sup>st</sup> December of each year or as mutually agreed.



13.6 Nothing in the salary clauses below is to be taken or construed as meaning that any classification of Employee therein referred to is to be carried on any Vessel and the rate of annual salary allocated therein to any classification of Employee shall only have effect if such classification of Employee is carried on the Vessel.

13.7 New Vessels

13.7.1 Where the Company proposes to import a Vessel upon which a marine crew shall be engaged existing practices shall continue to apply.

13.7.2 When any Vessel to which this Agreement applies is to be commissioned by the Company, the provisions of this Agreement shall apply to employment of Employees engaged for the commissioning of the said Vessel. The remuneration paid to the said Employees shall be as prescribed in the schedule appropriate for a Vessel of that type or category.

13.7.3 In the event that there has been a significant qualitative change and no agreement is reached on the appropriate salary category for the Vessel, either party shall have liberty to apply to Fair Work Australia in accordance with the Dispute Resolution procedure.

13.8 Rates of pay shall be in accordance with the tables below and shall be implemented on the first pay period beginning on or after as follows:

13.8.1

7% 1 September 2009	6% 1 July 2011
3½% 1 January 2010	6% 1 July 2012
6% 1 July 2010	

**Note:** The above salary increases will not be applied to leave accrued prior to 1 January 2009 and not taken at the day of commencement of this Agreement. Leave accrued after 31 December 2008 will be paid at the new rates.

13.8.2 The rates of:

6% Chief Engineer (Permanent)	4% Second Engineer
6% Chief Engineer (Casual)	4% Electrician and ETO
5% First Engineer	

will be paid subject to clause 8.2.4 of this Agreement. These rates are also the salaries to be used for the purposes of calculating superannuation contributions for all permanent and casual Employees in accordance with clause 20.1 of this Agreement.

**COMPANY PTY LTD**  
**Australian Institute of Marine And Power Engineers**  
**Enterprise Agreement 2010**



**13.8.3 For permanent Employees:**

**117% Specialist Vessels**

	01-Sep-09		01-Jan-10		01-Jul-10		01-Jul-11		01-Jul-12	
	7%	No PPR	3½%	No PPR	6%	No PPR	6%	No PPR	6%	No PPR
Chief Engineer Perm	\$180,253	\$191,068	\$186,561	\$197,755	\$197,755	\$209,620	\$209,620	\$222,198	\$222,198	\$235,530
1st Engineer	\$154,504	\$162,229	\$159,911	\$167,907	\$169,506	\$177,981	\$179,676	\$188,660	\$190,457	\$199,980
2nd Engineer	\$138,882	\$144,437	\$143,742	\$149,492	\$152,367	\$158,462	\$161,509	\$167,969	\$171,200	\$178,048
Electrician	\$138,882	\$144,437	\$143,742	\$149,492	\$152,367	\$158,462	\$161,509	\$167,969	\$171,200	\$178,048

**107% Support Vessels Category 2**

	01-Sep-09		01-Jan-10		01-Jul-10		01-Jul-11		01-Jul-12	
	7%	No PPR	3½%	No PPR	6%	No PPR	6%	No PPR	6%	No PPR
Chief Engineer Perm	\$164,846	\$174,737	\$170,616	\$180,853	\$180,853	\$191,704	\$191,704	\$203,206	\$203,206	\$215,399
1st Engineer	\$141,298	\$148,363	\$146,244	\$153,556	\$155,018	\$162,769	\$164,319	\$172,535	\$174,179	\$182,888
2nd Engineer	\$127,011	\$132,092	\$131,457	\$136,715	\$139,344	\$144,918	\$147,705	\$153,613	\$156,567	\$162,830
Electrician	\$127,011	\$132,092	\$131,457	\$136,715	\$139,344	\$144,918	\$147,705	\$153,613	\$156,567	\$162,830

**107% Drill-ships, DP MODU's**

	01-Sep-09		01-Jan-10		01-Jul-10		01-Jul-11		01-Jul-12	
	7%	No PPR	3½%	No PPR	6%	No PPR	6%	No PPR	6%	No PPR
Chief Engineer Perm	\$164,846	\$174,737	\$170,616	\$180,853	\$180,853	\$191,704	\$191,704	\$203,206	\$203,206	\$215,399
1st Engineer	\$141,298	\$148,363	\$146,244	\$153,556	\$155,018	\$162,769	\$164,319	\$172,535	\$174,179	\$182,888
2nd Engineer	\$127,011	\$132,092	\$131,457	\$136,715	\$139,344	\$144,918	\$147,705	\$153,613	\$156,567	\$162,830
Electrician	\$134,153	\$139,519	\$138,848	\$144,402	\$147,179	\$153,066	\$156,010	\$162,250	\$165,371	\$171,985

**104% Geotechnical Drilling Vessels Division 2**

	01-Sep-09		01-Jan-10		01-Jul-10		01-Jul-11		01-Jul-12	
	7%	No PPR	3½%	No PPR	6%	No PPR	6%	No PPR	6%	No PPR
Chief Engineer Perm	\$160,225	\$169,838	\$165,832	\$175,782	\$175,782	\$186,329	\$186,329	\$197,509	\$197,509	\$209,360
1st Engineer	\$137,337	\$144,203	\$142,143	\$149,251	\$150,672	\$158,206	\$159,712	\$167,698	\$169,295	\$177,760
2nd Engineer	\$123,450	\$128,388	\$127,771	\$132,882	\$135,437	\$140,855	\$143,564	\$149,306	\$152,177	\$158,265
Electrician	\$123,450	\$128,388	\$127,771	\$132,882	\$135,437	\$140,855	\$143,564	\$149,306	\$152,177	\$158,265

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Support Vessels Category 1, Supply Vessels Category 1, Seismic Survey Vessels, Semi Sub and MODU Tows, Geotechnical Drilling Vessel Division 1

**100%**

	01-Sep-09		01-Jan-10		01-Jul-10		01-Jul-11		01-Jul-12	
	7%	No PPR	3½%	No PPR	6%	No PPR	6%	No PPR	6%	No PPR
Chief Engineer Perm	\$154,062	\$163,306	\$159,454	\$169,021	\$169,021	\$179,163	\$179,163	\$189,913	\$189,913	\$201,307
1st Engineer	\$132,054	\$138,657	\$136,676	\$143,510	\$144,877	\$152,121	\$153,570	\$161,248	\$162,784	\$170,923
2nd Engineer	\$118,702	\$123,450	\$122,857	\$127,771	\$130,228	\$135,437	\$138,042	\$143,564	\$146,324	\$152,177
Electrician	\$118,702	\$123,450	\$122,857	\$127,771	\$130,228	\$135,437	\$138,042	\$143,564	\$146,324	\$152,177

**100% Semi Sub MODU**

	01-Sep-09		01-Jan-10		01-Jul-10		01-Jul-11		01-Jul-12	
	7%	No PPR	3½%	No PPR	6%	No PPR	6%	No PPR	6%	No PPR
Chief Engineer Perm	\$154,062	\$163,306	\$159,454	\$169,021	\$169,021	\$179,163	\$179,163	\$189,913	\$189,913	\$201,307
1st Engineer	\$132,054	\$138,657	\$136,676	\$143,510	\$144,877	\$152,121	\$153,570	\$161,248	\$162,784	\$170,923
2nd Engineer	\$118,702	\$123,450	\$122,857	\$127,771	\$130,228	\$135,437	\$138,042	\$143,564	\$146,324	\$152,177
Electrician	\$125,378	\$130,393	\$129,766	\$134,957	\$137,552	\$143,054	\$145,805	\$151,638	\$154,554	\$160,736

**96% - 100% Supply Vessels Category 2, Chase Vessels, FPSO Support Vessels. Above 500 GRT**

	01-Sep-09		01-Jan-10		01-Jul-10		01-Jul-11		01-Jul-12	
	7%	No PPR	3½%	No PPR	6%	No PPR	6%	No PPR	6%	No PPR
Chief Engineer Perm	\$147,900	\$156,774	\$154,671	\$163,951	\$165,641	\$175,580	\$177,371	\$188,013	\$189,913	\$201,307
1st Engineer	\$126,772	\$133,111	\$132,576	\$139,205	\$141,979	\$149,078	\$152,034	\$159,636	\$162,784	\$170,923
2nd Engineer	\$113,954	\$118,512	\$119,171	\$123,938	\$127,624	\$132,729	\$136,661	\$142,128	\$146,324	\$152,177
Electrician	\$113,954	\$118,512	\$119,171	\$123,938	\$127,624	\$132,729	\$136,661	\$142,128	\$146,324	\$152,177

**96% Supply Vessels Category 2, Chase Vessels, FPSO Support Vessels.**

	01-Sep-09		01-Jan-10		01-Jul-10		01-Jul-11		01-Jul-12	
	7%	No PPR	3½%	No PPR	6%	No PPR	6%	No PPR	6%	No PPR
Chief Engineer Perm	\$147,900	\$156,774	\$153,076	\$162,261	\$162,261	\$171,996	\$171,996	\$182,316	\$182,316	\$193,255
1st Engineer	\$126,772	\$133,111	\$131,209	\$137,770	\$139,082	\$146,036	\$147,427	\$154,798	\$156,272	\$164,086
2nd Engineer	\$113,954	\$118,512	\$117,943	\$122,660	\$125,019	\$130,020	\$132,520	\$137,821	\$140,471	\$146,090
Electrician	\$113,954	\$118,512	\$117,943	\$122,660	\$125,019	\$130,020	\$132,520	\$137,821	\$140,471	\$146,090

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**93% Near Coastal Vessels Site Survey Vessels, Shallow Water Seismic Vessels, Standby Vessels, Utility Vessels**

	01-Sep-09		01-Jan-10		01-Jul-10		01-Jul-11		01-Jul-12	
	7%	No PPR	3½%	No PPR	6%	No PPR	6%	No PPR	6%	No PPR
Chief Engineer Perm	\$143,278	\$151,874	\$148,292	\$157,190	\$157,190	\$166,621	\$166,621	\$176,619	\$176,619	\$187,216
1st Engineer	\$122,811	\$128,951	\$127,109	\$133,464	\$134,736	\$141,472	\$142,820	\$149,961	\$151,389	\$158,958
2nd Engineer	\$110,393	\$114,809	\$114,257	\$118,827	\$121,112	\$125,957	\$128,379	\$133,514	\$136,082	\$141,525
Electrician	\$110,393	\$114,809	\$114,257	\$118,827	\$121,112	\$125,957	\$128,379	\$133,514	\$136,082	\$141,525

**90% Near Coastal Vessels**

	01-Sep-09		01-Jan-10		01-Jul-10		01-Jul-11		01-Jul-12	
	7%	No PPR	3½%	No PPR	6%	No PPR	6%	No PPR	6%	No PPR
Chief Engineer Perm	\$138,656	\$146,975	\$143,509	\$152,119	\$152,119	\$161,246	\$161,246	\$170,921	\$170,921	\$181,177
1st Engineer	\$118,849	\$124,791	\$123,009	\$129,159	\$130,389	\$136,909	\$138,213	\$145,123	\$146,505	\$153,831
2nd Engineer	\$106,832	\$111,105	\$110,571	\$114,994	\$117,205	\$121,894	\$124,238	\$129,207	\$131,692	\$136,960
Electrician	\$106,832	\$111,105	\$110,571	\$114,994	\$117,205	\$121,894	\$124,238	\$129,207	\$131,692	\$136,960

NOTE: Where no Personal Performance Review (PPR) applies add 6% for Chief Engineer and 4% for 1<sup>st</sup> Engineer, 2<sup>nd</sup> Engineer and Electrician.

13.8.4 For casual Employees – the following rates of pay include the performance component pursuant to clause 13.8.2 of this Agreement and casual loading.

**117% Specialist Vessels**

	01-Sep-09		01-Jan-10		01-Jul-10		01-Jul-11		01-Jul-12	
	Casual Base Rate	Casual Rate NO PRS	Casual Base Rate	Casual Rate NO PRS	Casual Base Rate	Casual Rate NO PRS	Casual Base Rate	Casual Rate NO PRS	Casual Base Rate	Casual Rate NO PRS
Chief Engineer Casual	\$202,424	\$214,569	\$209,509	\$222,079	\$222,079	\$235,404	\$235,404	\$249,528	\$249,528	\$264,500
1st Engineer	\$173,508	\$182,183	\$179,580	\$188,559	\$190,355	\$199,873	\$201,777	\$211,865	\$213,883	\$224,577
2nd Engineer	\$155,964	\$162,203	\$161,423	\$167,880	\$171,108	\$177,952	\$181,375	\$188,630	\$192,257	\$199,947
Electrician	\$155,964	\$162,203	\$161,423	\$167,880	\$171,108	\$177,952	\$181,375	\$188,630	\$192,257	\$199,947

**107% Support Vessels Category 2,**

	01-Sep-09		01-Jan-10		01-Jul-10		01-Jul-11		01-Jul-12	
	Casual Base Rate	Casual Rate NO PRS	Casual Base Rate	Casual Rate NO PRS	Casual Base Rate	Casual Rate NO PRS	Casual Base Rate	Casual Rate NO PRS	Casual Base Rate	Casual Rate NO PRS
Chief Engineer Casual	\$185,123	\$196,230	\$191,602	\$203,098	\$203,098	\$215,284	\$215,284	\$228,201	\$228,201	\$241,893
1st Engineer	\$158,678	\$166,612	\$164,232	\$172,443	\$174,086	\$182,790	\$184,531	\$193,757	\$195,603	\$205,383
2nd Engineer	\$142,634	\$148,339	\$147,626	\$153,531	\$156,484	\$162,743	\$165,873	\$172,507	\$175,825	\$182,858
Electrician	\$142,634	\$148,339	\$147,626	\$153,531	\$156,484	\$162,743	\$165,873	\$172,507	\$175,825	\$182,858

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**107% Drill-ships, DP MODU's**

	01-Sep-09		01-Jan-10		01-Jul-10		01-Jul-11		01-Jul-12	
	Casual Base Rate	Casual Rate NO PRS	Casual Base Rate	Casual Rate NO PRS	Casual Base Rate	Casual Rate NO PRS	Casual Base Rate	Casual Rate NO PRS	Casual Base Rate	Casual Rate NO PRS
Chief Engineer Casual	\$185,123	\$196,230	\$191,602	\$203,098	\$203,098	\$215,284	\$215,284	\$228,201	\$228,201	\$241,893
1st Engineer	\$158,678	\$166,612	\$164,232	\$172,443	\$174,086	\$182,790	\$184,531	\$193,757	\$195,603	\$205,383
2nd Engineer	\$142,634	\$148,339	\$147,626	\$153,531	\$156,484	\$162,743	\$165,873	\$172,507	\$175,825	\$182,858
Electrician	\$150,654	\$156,680	\$155,927	\$162,164	\$165,282	\$171,894	\$175,199	\$182,207	\$185,711	\$193,140

**104% Geotechnical Drilling Vessels Division 2**

	01-Sep-09		01-Jan-10		01-Jul-10		01-Jul-11		01-Jul-12	
	Casual Base Rate	Casual Rate NO PRS	Casual Base Rate	Casual Rate NO PRS	Casual Base Rate	Casual Rate NO PRS	Casual Base Rate	Casual Rate NO PRS	Casual Base Rate	Casual Rate NO PRS
Chief Engineer Casual	\$179,932	\$190,728	\$186,230	\$197,404	\$197,404	\$209,248	\$209,248	\$221,803	\$221,803	\$235,111
1st Engineer	\$154,229	\$161,941	\$159,627	\$167,608	\$169,205	\$177,665	\$179,357	\$188,325	\$190,118	\$199,624
2nd Engineer	\$138,635	\$144,180	\$143,487	\$149,226	\$152,096	\$158,180	\$161,222	\$167,671	\$170,895	\$177,731
Electrician	\$138,635	\$144,180	\$143,487	\$149,226	\$152,096	\$158,180	\$161,222	\$167,671	\$170,895	\$177,731

**Support Vessels Category 1, Supply Vessels Category 1, Seismic Survey Vessels, Semi Sub and MODU Tows, Geotechnical Drilling Vessel Division 1**

**100%**

	01-Sep-09		01-Jan-10		01-Jul-10		01-Jul-11		01-Jul-12	
	Casual Base Rate	Casual Rate NO PRS	Casual Base Rate	Casual Rate NO PRS	Casual Base Rate	Casual Rate NO PRS	Casual Base Rate	Casual Rate NO PRS	Casual Base Rate	Casual Rate NO PRS
Chief Engineer Casual	\$173,012	\$183,392	\$179,067	\$189,811	\$189,811	\$201,200	\$201,200	\$213,272	\$213,272	\$226,068
1st Engineer	\$148,297	\$155,712	\$153,488	\$161,162	\$162,697	\$170,832	\$172,459	\$181,082	\$182,806	\$191,946
2nd Engineer	\$133,303	\$138,635	\$137,968	\$143,487	\$146,246	\$152,096	\$155,021	\$161,222	\$164,322	\$170,895
Electrician	\$133,303	\$138,635	\$137,968	\$143,487	\$146,246	\$152,096	\$155,021	\$161,222	\$164,322	\$170,895

**100% Semi Sub MODU**

	01-Sep-09		01-Jan-10		01-Jul-10		01-Jul-11		01-Jul-12	
	Casual Base Rate	Casual Rate NO PRS	Casual Base Rate	Casual Rate NO PRS	Casual Base Rate	Casual Rate NO PRS	Casual Base Rate	Casual Rate NO PRS	Casual Base Rate	Casual Rate NO PRS
Chief Engineer Casual	\$173,012	\$183,392	\$179,067	\$189,811	\$189,811	\$201,200	\$201,200	\$213,272	\$213,272	\$226,068
1st Engineer	\$148,297	\$155,712	\$153,488	\$161,162	\$162,697	\$170,832	\$172,459	\$181,082	\$182,806	\$191,946
2nd Engineer	\$133,303	\$138,635	\$137,968	\$143,487	\$146,246	\$152,096	\$155,021	\$161,222	\$164,322	\$170,895
Electrician	\$140,799	\$146,431	\$145,727	\$151,557	\$154,471	\$160,650	\$163,739	\$170,289	\$173,564	\$180,506

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**96% - 100% Supply Vessels Category 2, Chase Vessels, FPSO Support Vessels. Above 500GRT**

	01-Sep-09		01-Jan-10		01-Jul-10		01-Jul-11		01-Jul-12	
	Casual Base Rate	Casual Rate NO PRS	Casual Base Rate	Casual Rate NO PRS	Casual Base Rate	Casual Rate NO PRS	Casual Base Rate	Casual Rate NO PRS	Casual Base Rate	Casual Rate NO PRS
Chief Engineer Casual	\$166,091	\$176,057	\$173,695	\$184,117	\$186,015	\$197,176	\$199,188	\$211,139	\$213,272	\$226,068
1st Engineer	\$142,365	\$149,484	\$148,883	\$156,327	\$159,443	\$167,415	\$170,734	\$179,271	\$182,806	\$191,946
2nd Engineer	\$127,971	\$133,089	\$133,829	\$139,182	\$143,321	\$149,054	\$153,471	\$159,610	\$164,322	\$170,895
Electrician	\$127,971	\$133,089	\$133,829	\$139,182	\$143,321	\$149,054	\$153,471	\$159,610	\$164,322	\$170,895

**96% Supply Vessels Category 2, Chase Vessels, FPSO Support Vessels.**

	01-Sep-09		01-Jan-10		01-Jul-10		01-Jul-11		01-Jul-12	
	Casual Base Rate	Casual Rate NO PRS	Casual Base Rate	Casual Rate NO PRS	Casual Base Rate	Casual Rate NO PRS	Casual Base Rate	Casual Rate NO PRS	Casual Base Rate	Casual Rate NO PRS
Chief Engineer Casual	\$166,091	\$176,057	\$171,904	\$182,219	\$182,219	\$193,152	\$193,152	\$204,741	\$204,741	\$217,025
1st Engineer	\$142,365	\$149,484	\$147,348	\$154,715	\$156,189	\$163,998	\$165,560	\$173,838	\$175,494	\$184,269
2nd Engineer	\$127,971	\$133,089	\$132,449	\$137,747	\$140,396	\$146,012	\$148,820	\$154,773	\$157,749	\$164,059
Electrician	\$127,971	\$133,089	\$132,449	\$137,747	\$140,396	\$146,012	\$148,820	\$154,773	\$157,749	\$164,059

**93% Near Coastal Vessels Site Survey Vessels, Shallow Water Seismic Vessels, Standby Vessels, Utility Vessels**

	01-Sep-09		01-Jan-10		01-Jul-10		01-Jul-11		01-Jul-12	
	Casual Base Rate	Casual Rate NO PRS	Casual Base Rate	Casual Rate NO PRS	Casual Base Rate	Casual Rate NO PRS	Casual Base Rate	Casual Rate NO PRS	Casual Base Rate	Casual Rate NO PRS
Chief Engineer Casual	\$160,901	\$170,555	\$166,532	\$176,524	\$176,524	\$187,116	\$187,116	\$198,343	\$198,343	\$210,243
1st Engineer	\$137,916	\$144,812	\$142,743	\$149,881	\$151,308	\$158,873	\$160,387	\$168,406	\$170,010	\$178,510
2nd Engineer	\$123,971	\$128,930	\$128,310	\$133,443	\$136,009	\$141,449	\$144,170	\$149,936	\$152,820	\$158,933
Electrician	\$123,971	\$128,930	\$128,310	\$133,443	\$136,009	\$141,449	\$144,170	\$149,936	\$152,820	\$158,933

**90% Near Coastal Vessels**

	01-Sep-09		01-Jan-10		01-Jul-10		01-Jul-11		01-Jul-12	
	Casual Base Rate	Casual Rate NO PRS	Casual Base Rate	Casual Rate NO PRS	Casual Base Rate	Casual Rate NO PRS	Casual Base Rate	Casual Rate NO PRS	Casual Base Rate	Casual Rate NO PRS
Chief Engineer Casual	\$155,711	\$165,053	\$161,160	\$170,830	\$170,830	\$181,080	\$181,080	\$191,945	\$191,945	\$203,461
1st Engineer	\$133,467	\$140,141	\$138,139	\$145,046	\$146,427	\$153,749	\$155,213	\$162,973	\$164,526	\$172,752
2nd Engineer	\$119,972	\$124,771	\$124,171	\$129,138	\$131,622	\$136,887	\$139,519	\$145,100	\$147,890	\$153,806
Electrician	\$119,972	\$124,771	\$124,171	\$129,138	\$131,622	\$136,887	\$139,519	\$145,100	\$147,890	\$153,806





## CLAUSE 14 – SAILING SHORTHANDED

### 14.1 Vessels sailing to sea:

14.1.2 Vessels will not be delayed by crew shortage and all Vessels will sail shorthanded, provided that the proper safety and welfare of the crew is not jeopardised.

14.1.3 No Vessel will be required to sail to sea in contravention of the provisions of the *Navigation Act 1912*.

14.2 Where a Vessel is required to sail to sea with less than the normal agreed manning of Engineer Officers, the Vessel will be taken to sea on the understanding that the aggregate wage of the absentee Officer will be divided amongst those remaining Engineer Officers. The payment of shorthand monies will not apply, however where the shorthand results from the granting of leave to an Engineer Officer on compassionate grounds.

### 14.3 Drilling Vessels

Where a Vessel is required to continue operations with less than the normal number of Engineer Officers work will continue and normal operations be maintained on the understanding that the remaining Engineer Officers required to perform the duties of the absentee will receive the aggregate wage of the absentee during the period of short handedness. The payment of shorthand money will not apply, however, where the short handedness results from the granting of leave to an Engineer Officer on compassionate grounds or where the Company having diligently tried is unable to obtain a replacement for the absentee member.

14.4 Where a short-handed situation has arisen the Company will advise AIMPE that an engineering position has not been able to be filled and every effort will be made to source a suitable replacement as soon as possible.

## CLAUSE 15 – TWO CREW DUTY SYSTEM

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

15.2 The leave accrual ratio of 1.153 days for each day of duty shall give effect to, amongst other things, annual leave of 35 days, public holidays, leave in lieu of a 35 hour week, personal/carer's leave, compassionate leave and time spent travelling in off duty time.

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

15.4 When proceeding on an extended period of time off, it is the responsibility of, the Engineer Officer to ensure that they have sufficient entitlements due, to enable them to draw continuous pay up to the day of the regular crew change when they are due to rejoin their Vessel.

15.5 The "on duty" period commences the day the Engineer Officer joins the Vessel. The "off duty" period commences on the day after the day the Engineer Officer leaves the Vessel. Calculations are done on the basis that the day of joining the ship is counted as a day of duty and the day of leaving the ship will be treated as a dead day.



15.6 Where in connection with a crew change an Employee spends more than one off duty day travelling to or from their Vessel, the Employee will be paid a dead day for each additional day or part thereof spent travelling to or from the Vessel.

15.7 Where an Engineer being relieved has,

15.7.1 In the previous 24 hours completed a substantial part of the 12 hour day and

15.7.2 the crew change is past midday may with confirmation, in accordance with the Company's procedures, and taking into consideration the total travel time to destination, allow for a break in the journey home. If the journey home is broken, the Engineer will qualify for a travel day.

15.8 If a Casual is terminated after each relief then they are a 'new start' Casual when next employed, and entitled to a dead day when travelling to join ship but unable to join on that day. However, if the employment is not terminated and leave is taken (not cashed-out) and the Casual still has leave remaining when they are called back to work again for the same Company, then it will NOT be a treated as a dead day.

15.9 Leave accrues at all times when an Employee transits from the complement of one Vessel to the complement of another Vessel, by whatever means and including travel/hotel etc periods, so long as such transit does not involve/enable a return to the Employee's residence. **Note:** This sub-clause applies notwithstanding that the two crew duty system may or may not be in place.

15.10 Where the two crew duty system is in place and successive crews are changing out with one another, the payment of a dead day is in recognition of the fact that there may be a need for work to be performed on an Officer's swing off day. Therefore such work will not entitle an Employee to extra pay. It is not intended to change the existing practice regarding work performed on swing off day.

15.10.1 Where the two crew duty system does not operate, or where a crew member has no relief, the swing off day will be treated as a duty day and will accrue a day's pay and day's leave in accordance with existing practice.

15.11 The extent to which time off granted is more or less than that due shall be debited or credited to the Engineer Officer as less or additional time off to be granted, provided that the Engineer Officer may not be required to take more than 14 days of leave in advance.

15.11.1 Where an Engineer Officer's leave balance is nil days and it is proposed to invoke this subsection then the Officer concerned will be advised by the Company of the Company's intention. Where the provisions of this clause are applied the Engineer Officer concerned will be provided with adequate notice of the forecast return date to enable uninterrupted use of the leave.

15.11.2 Should special circumstances arise whereby the Engineer Officer's leave balance is nearing or has reached negative 14 days and if it is proposed by the Company to extend beyond this period then the Company and Employee will reach agreement on the extension of leave payments.

15.12 In the event that the Employee terminates their employment or has their employment terminated by the Company for any reason and they have an outstanding leave balance owing to the Company, the Employee will only be required to repay up to a maximum of seven days. In all other circumstances outstanding leave will have to be repaid to the Company in the normal course of the Employees duty cycle. Except where there is written agreement reached under 15.11.2 in which case all leave in advance is repayable



15.13 The maximum time off an Engineer Officer may accrue under this clause is 105 days. Unless agreement has been reached between the AIMPE and the Company an Engineer Officer will be required to take time off to ensure that the maximum of 105 days is not exceeded. Provided that where an Engineer Officer who is scheduled on the basis of 4 weeks on 4 weeks off the maximum accrual shall be 84 days.

15.14 Leave will be paid according to the Rank & Schedule under which it was earned, increased by any variations to Award/Enterprise Agreement applicable at the time the leave is taken.

15.15 It is the intention of the parties, particularly in respect of Permanent Employees, that leave not be cashed-out but be taken as leave.

**CLAUSE 16 – LATE CREW CHANGE**

16.1 The parties have agreed that where the crew-change does not occur on the due date as per the five week cycle (four in southern waters as defined and four weeks on construction projects where specified by the relevant schedule), or as per the relevant M.O.U. or agreement schedule) then a penalty payment, on top of all other remuneration (including normal leave accrual) shall be paid as follows:-

16.2 Crew change up to two days late ("over-cycle" or "over-swing") without penalty

16.3 An allowance equivalent to one additional day's salary for each day thereafter that they are required to continue to work over-swing [e.g. on the 3rd day over-swing the Employee receives normal salary plus normal leave accrual plus one additional day's salary].

16.4 The 4th day, 5th day etc over-swing are calculated identically as for the 3rd day above. Where the crew change penalty is incurred the additional day's pay will commence from day one. The operation of the above is shown below:

**Five-Week Cycle**

Cycle Day	35	36	37	38	39
Days Over Cycle	0	1	2	3	4

(Penalty to commence on day 1 where on duty for day 3)

**Four-Week Cycle**

Cycle Day	28	29	30	31	32
Days Over Cycle	0	1	2	3	4

(Penalty to commence on day 1 where on duty for day 3)

16.5 This provision is subject to the following exclusions , all the following exclusions except 16.5.1 and 16.5.2 to be activated must be promptly notified/consulted with AIMPE:- [\*but also see note below].

16.5.1 Seismic Vessels; in that case the penalty payment does not commence as per 16.4 , instead it commences on over-swing day eight. This extended period of eight days is only available where:

- the Vessel does not have a certified helipad; and/or
- appropriately certified helicopter facilities are not available;

Note: mobilisations of seismic Vessels which DO NOT have helicopter landing facilities will be clearly identified to AIMPE at time of mobilisation. Likewise, if it is envisaged



that a seismic Vessel WITH helicopter landing facilities, is to operate in an area where helicopter crew changes are unavailable, AIMPE will be advised.

16.5.2 Mutually-agreed arrangements between an Engineer and their relief on the opposite swing, approved by the Company; or

16.5.3 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; or

16.5.4 Where a relief was about to join the Vessel but is prevented from doing so by failure/delay of commercial airline connections; or

16.5.5 Where a crew change is prevented by a cyclone, a cyclone warning, or by closure of the Port by the relevant authority: or

16.5.6 Extended tows (more than 1000miles) where a lack of port-facilities prevent crew changes being undertaken, however if the duration is likely to be more than seven days over-swing then this exemption is inactive unless the agreement of AIMPE and the Employees is first obtained; or

16.5.7 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 AIMPE and the Employees is first obtained.

16.5.8 Where a crew change in southern waters is prevented by a decision of master of the Vessel due to extremes of sea/wind condition.

16.5.9 Provided that, in the event of any dispute over the application of this clause 16, recourse will be had to the *Disputes Resolution Procedure* set out in clause 50.

\*The parties also note that there may be implications relating to helicopter changes but will monitor this clause via the annual review meetings.

## **CLAUSE 17 – CASUAL EMPLOYMENT**

17.1 Whilst endeavouring to maximise job security, the parties acknowledge the cyclical nature of the industry and agree that casual and relief Engineer Officers may be employed from time to time at the discretion of the Company.

17.2 The Company retains the right to declare any position within the fleet a permanent position. If the position is occupied by a casual Engineer they will have the first right to accept the position.

17.3 A casual Employee who has worked at least 168 duty days (continuous or non-continuous) with one Company (under any schedule), in the preceding 365 day period will be entitled to an automatic offer of permanent employment. This is subject to:

17.3.1 Excluding the situation where the Casual's qualifying service is a single continuous period of employment all on one project/contract and that contract is expected to come to an end within the next three months and if the person were to be made permanent at the end of that contract would simply result in the need to introduce redundancy at the end of the contract as no further work is available.

17.4 Whilst working as a casual, such Employees shall receive in addition to their salary:

17.4.1 A loading which includes provision for the following:



* L.S.L.	1.67%
* Medical	2.5%
* Short term Loading	5.0%
* Contingencies	3.13%

17.4.2 Casual Officers will not be subject to a performance appraisal and will therefore receive in their remuneration the average of the assessment scale, i.e.:

Chief Engineer	6%
First Engineer	5%
Second Engineer & Electrical Engineer	4%

17.4.3 Accrue leave at a ratio of 1.153 days for each duty day worked.

17.4.4 Both the casual loading and the performance assessment amount are included in the casual salaries shown at clause 13.8.4.

17.5 A casual Employee, whilst on duty must give 28 days notice of intention to terminate their employment with the Company. Should the Employee fail to give such notice then they shall forfeit payment of the loading for any day the notice falls short of the 28 days notice period.

17.5.1 A casual Employee may notify the Company on the swing off day that they wish to terminate their employment in which case the Company will at the end of the normal pay cycle make all payments due and deposit same into the Employee's bank account.

17.6 The Company must give a casual Employee at least 14 days notice of intention to terminate the Employees employment or make payment in lieu for each day the notice is short of 14 days.

17.7 When a casual Officer is informed in writing of the length of a casual engagement prior to agreeing to undertake it, or the project ceases ahead of the expected completion date and the notice period cannot reasonably be given then the notice period will not apply. In all other circumstances the notice period will apply.

**NOTE:** Clause 17 applies to all casual employment regardless of the schedule under which the Engineer Officer is engaged or the duration of the employment.

## **CLAUSE 18 – CREW CHANGE AT SEA**

18.1 Vessels without helicopter landing facilities will undertake crew changes alongside a wharf or jetty in port. The parties accept that there may arise from time to time abnormal circumstances where other procedures may be utilised.

18.2 Crew changes at sea by personnel basket or capsule will only be undertaken in accordance with authorised safety procedures.

18.3 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.

## **CLAUSE 19 – ALLOWANCES**

This clause expressly excludes clause 14 of the *Maritime Offshore Oil and Gas Award 2010*.



19.1 Victualling and Accommodation.

19.1.1 If an Engineer Officer is required by the Company to take a meal or meals ashore will be paid for the life of this agreement the following allowances on production of receipts:

Breakfast	\$23.00
Lunch	\$29.50
Dinner	\$44.40

Provided that if the above allowances do not cover the cost of meals in the accommodation provided, The Company will on the production of receipts meet the reasonable cost of the Engineer Officer's meal. Alcohol will not be included.

19.1.2 If required to live ashore, reasonable accommodation will be arranged by and at the Company's expense.

19.1.3 An Engineer Officer who is required to live ashore, may elect to provide their own accommodation, in which event they will be paid \$222.70 per day made up by;

Breakfast	\$23.00
Lunch	\$29.50
Dinner	\$44.40
Bed	\$125.80
<b>Total:</b>	<b>\$222.70</b>

19.2 Where required to take a meal or meals ashore the meal allowance will be paid, on production of receipts, except for in the following circumstances:-

19.2.1 Where accommodation/meals are provided to a standard satisfactory to the Employee, and the AIMPE, the relevant allowance(s) need not be paid.

19.2.2 Where the reasonable cost actually incurred by the Employee in relation to a meal is more than that provided for in the above allowances, The Company shall either provide the full cost of the meal in advance or reimburse the cost on production of the relevant receipt.

19.2.3 Where an in-flight meal would reasonably be expected to have been consumed at the relevant time then the meal allowance for that meal will not be paid unless the member provides a receipt evidencing that they were not satisfied with the in-flight meal (if any was provided) and actually purchased a meal.

19.3 Foreign Port Conditions

19.3.1 First class hotel accommodation shall be provided by the Company at the foreign port, including bed, breakfast and laundry.

19.3.2 Where the Engineer Officer is accommodated ashore for one night only then they shall have the choice of:

19.3.2.1 All meals shall be provided in the hotel, including laundry, and reasonable telephone charges shall be accepted by the Company, in which case no allowance is paid; or

19.3.2.2 First class hotel accommodation including bed, breakfast and laundry and an allowance of AUD \$75.00.



19.3.3 Where the Engineer Officer is accommodated ashore for more than one night then the Company shall provide first class hotel accommodation including bed, breakfast and laundry and pay a victualling allowance of \$129.50 per day to each Engineer Officer, whilst accommodated ashore.

The allowances of this clause only apply to South East Asia. In any other area, the parties shall negotiate the amount of daily allowance to apply.

**19.4 Shared Accommodation**

19.4.1 Where an Officer is required to share accommodation and is not already in receipt of any monetary consideration thereto, they shall be entitled to the following;

Number sharing cabin	From Registration	Comment
Two	\$44.70	Per day
Three	\$54.70	Per day
Four	\$64.70	Per day

**19.5 Stand by / Utility Vessel Temporarily Engaged in Carriage / Handling Cargo**

19.5.1 On stand-by/utility Vessels required to handle and carry cargo to or from an offshore installation, and manned with less than three IR's, an additional allowance as follows, shall be payable to Employees in full compensation of all additional duties.

from Registration	Comment
\$60.80	Per day

**19.6 Health Insurance**

19.6.1 For the term of this Agreement an allowance of \$3,890 will be paid to permanent Employees for intermediate health insurance fortnightly or monthly as appropriate.

19.6.2 Casuals already receive private medical fund payment in their loading. The parties note that of the existing 12.3% casual loading, 2.5% is paid in lieu of Medical Fund/Allowance.

**19.7 Air Conditioning Allowance.**

19.7.1 Where a Vessel's air-conditioning is unserviceable for at least four hours per day the following allowance will be paid:-

	From Registration	Comment
In southern waters	\$26.70	Per day
In northern waters	\$34.20	Per day

**19.8 Carriage of Extra Personnel**

19.8.1. Where by agreement any Vessel (excluding Rigs and Seismic Vessels) which is paid less than the 117% rate and is not designed to comfortably accommodate personnel in excess of 17 persons the following allowances shall be payable to Employees:

	From Registration	Comment
18 to 27 persons	\$22.90	Per day
28 or more	\$45.60	Per day

19.8.2 The allowance compensates all Officers for all disabilities associated with the carriage of extra personnel special project payment.



**Note:** Expense related allowances are increased by 11%. Other allowances are increased by 12% from 07 Sep 2005, with a further 4½% from 01 Jul 2007, with the exception of shared accommodation, carriage of extra personnel and air conditioning where the initial allowance has been increased by 12% and 4½% and the relativities maintained. The health insurance allowance has been increased by 23% over the life of this agreement.

## **CLAUSE 20 – SUPERANNUATION**

20.1 The Company shall make available to all Employees superannuation coverage as follows:

20.1.1 Where an Employee contributes 5% of salary to an accumulation fund (including MOST), the Company will contribute 14.5% of salary. This meets the Company's requirements to make a 13% superannuation contribution, \*salary continuance, death and total/temporary disablement insurance. The additional 1.5% contribution represents an amount paid by the Company for the purposes of salary continuance and death and total and permanent disablement insurance.

**NOTE:** The salaries used to calculate superannuation contributions for all Employees, permanent and casual, are outlined in clause 13.8.3 of this Agreement including the 5% and 4% performance components.

**\*NOTE:** There is no salary continuance insurance in the MOST fund. The 1½% additional contribution is in recognition of this. The MOST fund does have death and total/temporary insurance and this will be in place by default when members join the fund. Employees may choose to opt-out of death and temp/total cover and direct all contributions to their accumulation account.

20.1.2 Where the Company is a signatory to the AIMPE Superannuation Fund the Employee may choose to join the AIMPE Superannuation Fund. The Company will remit monthly the requisite Company/Employee Superannuation contributions (From 1 January 2003 11%) and continue to pay the 3% "Productivity" payment into the accumulation account. This defined benefit fund includes within the 11% the provision of salary continuance insurance for Employees ill/injured (not work-related).

## 20.2 Salary Sacrifice

20.2.1 Officers are entitled to "salary sacrifice" for the purpose of paying the existing Employee- superannuation contributions, and/or to increase individual contributions to superannuation.

20.2.2 Salary sacrifice is the payment of an agreed proportion of the relevant gross salary before tax as additional superannuation contributions, thereby reducing the level of gross salary for payroll purposes. In addition, Officers may choose to have a deduction made from their salary to directly pay the Superannuation Surcharge Tax (or similar), either from after-tax earnings, or from pre-tax earnings subject to the Employee obtaining their own independent taxation-advice.

20.2.3 The Company will, at the written request and with the acknowledgement of the Employee, make additional contributions out of gross salary over and above the contributions to the AIMPE Superannuation Fund (or its replacement), to a complying superannuation fund on behalf of an Employee subject to terms and conditions agreed by both parties, including:

- the overall cost to the Company of employing that Employee will not be increased;
- the additional contributions made by the Company will be fully deductible for tax;





- the arrangements will only relate to a future period of employment and can only be varied at intervals of 12 months on the 1st July each year unless specifically approved by the Company;
- the accumulation fund will be subject to the applicable tax upon payout to the fund member.
- the amount of salary sacrifice will be able to be varied only at intervals of 12 months.

Any party may cancel an election made under this sub-clause in the event that changes in taxation law or ruling materially alter the benefit to the Employee or the cost to the Company of the arrangement.

The effect of such a salary sacrifice arrangement on the Employee's salary is as follows:

- (i) For the purposes of fortnightly pay, annual leave pay and long service leave pay, the reduced salary will be used to calculate the amount payable.
- (ii) For the purposes of redundancy and the period of notice on termination of employment, the salary before any salary sacrifice will be used.
- (iii) For the purpose of calculating other superannuation retirement benefits, the contributions pre - tax under this clause will have no effect on superannuation salary.

#### **CLAUSE 21 – PAYMENT OF WAGES**

21.1 Salaries shall be paid at intervals of 14 days, 28 days or a calendar month.

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

21.3 If the Company is to introduce payment at 28 days or calendar month intervals, it shall consult with Employees and provide reasonable notice prior to implementing the change to pay intervals.

#### **CLAUSE 22 – STUDY LEAVE**

22.1 An Engineer Officer who applies to go ashore to study and sit for a Marine Engineer "Certificate of Competency" will subject to approval of the application by the Company and the conditions set out herein, be entitled to the periods of leave and to the rates of pay specified hereunder:

22.1.1 If they so study and sit at any time other than during accrued leave, payment will be made at 75% of the 100% Support Vessel rate (Schedule 1 Category 1) of their rank while on study leave.

22.1.1.1 For the purpose of Parts "A" and " B " of the *Engineer Watchkeeping Certificate* and Part "B" of the *Engineer Class 2 Certificate* and Part "A" and Part "B" of the *Engineer Class 1 Certificate* - a period of leave equal to the respective period of attendance by the Employee at the course of study for each such part certificate which is conducted by the Australian Maritime College or an approved technical institution or academy provided that each such period will include examination times and vacation times or holidays occurring therein but will not include vacation times or holidays occurring therein of at least seven or more consecutive days duration (including Saturdays, Sundays and holidays);



22.1.1.2 For the purpose of steam or motor endorsement of the first class certificate - to four weeks.

22.2 If they so study and sit during their paid leave to a period of additional leave (immediately following the sitting for any such part certificate or endorsement) equal to three-quarters of the respective period of leave specified in subclause 22.1 hereof for each of which respective periods they will be paid the same total amount of money as that to which they would have been entitled under the said paragraph.

22.3 Where an Engineer Officer whose application to study as per subclause 22.1 has been approved by the Company and is subsequently retrenched, they will be entitled to payment as per subclause 22.1.1 for the remaining period of study leave; provided that they supply the Company with reasonable proof of satisfactory attendance at the course and examination.

22.4 The entitlements prescribed in 22.1 and 22.2 are subject to the following conditions:

22.4.1 That the Engineer Officer has been in the employment of the Company for the 12 months prior to commencing the period of study;

22.4.2 The Engineer Officer 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.

Provided that if the Engineer Officer remains in the employment of the Employer such employment may be terminated either by the Employer or by the Engineer Officer; and where an Engineer terminates their employment during their study leave they are to repay to the Company all salary and study costs (i.e. accommodation, fees, superannuation contribution and allowances) received during the period of their study leave in accordance with the following:

Termination of employment prior to:

- 6 months of completion of study leave 75%
- 12 months of completion of study leave 50%
- 18 months of completion of study leave 25%
- 24 months of completion of study leave 10%

The Employee will not be bound by the above repayment obligations where they terminate their employment on the grounds of illness, incapacity, domestic or other pressing necessity.

Where an Engineer terminates their employment after 24 months of completion of study leave no repayment of study leave costs and salary will be required.

Where the Company seeks to terminate the Employee before the expiration of 24 months, under this provision, other than on the grounds of misconduct, misbehaviour or redundancy, the Company will enter into discussions with the Employee and AIMPE regarding payment of compensation for early termination of employment.

22.5 Where the Home Port of an Employee is situated at a place other than that at which the course is conducted and it is necessary for the Employee when studying and sitting to take up temporary residence away from their Home Port, the Employee will be entitled to an allowance of \$380 per week for each week that the Employee so resides away from the Employee's Home Port. Alternatively, the Employee may elect to forgo this allowance and receive accommodation and meals at the college.



## CLAUSE 23 – TRAINING

23.1 Training whilst on leave - An Engineer Officer may be required to attend Company business and/or training, including the Automation, Electronics and Electrical Course (AEE) for up to four days and the Helicopter Underwater Escape Training (HUET) for up to one day, in each anniversary year whilst on leave. Any other courses that are obligatory or required by legislation shall not be undertaken under this sub-clause, however the Company reserves its right to discuss other training courses to be undertaken under this provision. Where the Company seeks to apply this provision to other courses it shall discuss this with AIMPE and the member concerned and reach agreement. The four days is inclusive of travel and the Engineer Officer does not receive payment. Expenses reasonably and actually incurred will be reimbursed by the Company. If not used in any year the training days can accumulate from year to year up to a maximum of three years accumulation.

23.2 If an Engineer Officer is required to undertake a course in order to maintain employment with the Company, the Company will pay costs reasonably and actually incurred for the course, travel, accommodation and victualling.

23.3 Trainee Engineer Officer(s) - The Company is committed to the training and advancement of our Engineer Officers and the development of new entrants into the industry via a Trainee Engineer Officer Scheme. The Company has reached agreement with AIMPE for implementation of a Junior Engineer Trainee program.

23.3.1 It is recognised by both the Company and AIMPE that there is a requirement to

- Attract new entrants into the industry.
- Maintain and enhance the skills and competency of our existing and future Engineer Officers Employees.

23.3.2 To demonstrate the Company's commitment to the above, during the term of this EBA, the Company will:

- Continue providing study leave to existing Engineer Officers in accordance with the terms and conditions of this Agreement.
- Fund and encourage existing Engineer Officers to attend AEE training to enhance their electrical skills. Additional consideration will be given to those Engineer Officers serving on Vessels manned with only one Engineer and or those Engineer Officers who obtained their Certificate of Competency pre the introduction of this training being included in the syllabus of Engineer Certificate of Competency courses.
- Develop a Company sponsored "Trainee Engineer Training Scheme".

### 23.4 AEE Training

It is agreed The Company will maintain its commitment to provide Engineers with the AEE course. The numbers will need to be identified and process decided on how they will be released to ensure that Employees get the training and the Company's operational needs are met; this will be done Company by the Company at the annual review meeting.

### 23.6 DP Training

A procedure for the training of Engineer Officers and/or Electrical Engineer Officers in the maintenance and operation of dynamically positioning systems will be developed by the Company and this will be an agenda item for the first, and subsequent, annual review meetings.

In planning this item the identification of numbers/individuals to be trained, the type of training required, course availability and operational needs will be considered.



The types of Vessels in the fleet, or being operated or manned by the Company will be a key aspect in the need for DP training of Employees and the parties will take this into account when agreeing on the implementation of this training sub-clause.

### 23.7 Training Agreement – Trainees/Cadets

The parties have reached agreement on the employment of a number\* of Junior (Engineer-in-Training) Engineers and/or Cadet (Degree-course) Engineers, who will undertake mutually agreed courses of study which are in compliance with standards prescribed by Australian Flag-State:-

\*Minimum number of trainees and/or cadets will be in accordance with Appendix 1 of this agreement.

- The Company undertakes to fund the training of an agreed number of enterprise-employed Engineer Cadets and/or Junior (Trainee-Engineer) Engineers, as set out in the attached training agreement, for each year of this agreement.
- Junior (Trainee-Engineer) Engineers will be Engineering Tradespersons (as defined in Issue 6 of Marine Orders Part 3, Section E, clause 33.2), will undertake mutually-approved training to obtain the Engineer Watch keeper Certificate of Competency and, subject to satisfactory performance, shall be entitled to the following:

- (i) Payment of all college fees/costs, all travel to attend the college, and provision of meals & accommodation at student-level lodgings agreed between the parties; and
- (ii) Payment at the rate of:

<b>Trainee Engineers – Weekly at sea</b>						
<b>Date</b>	<b>Current</b>	<b>1 Sep 2009 (3.5%)</b>	<b>1 Jan 2010 (3.5%)</b>	<b>1 Jul 2010 (5%)</b>	<b>1 Jul 2011 (5%)</b>	<b>1 Jul 2012 (5%)</b>
Trainee Engineer 3 <sup>rd</sup> Year	\$1039	\$1,075	\$1,113	\$1,169	\$1,227	\$1,288

Per week during the period of qualifying sea service (at least 36 weeks) on the Company's Vessels; and

- (iii) Fifteen (15) week of paid (at the rate specified in ii above) leave in respect of the qualifying sea service; and
- (iv) during attendance (including exam/study periods) at college to complete the Engineer Watch keeper Certificate and pre-sea training, Advanced Firefighting, Survival, First Aid and other required short courses, payment at 75% of the rate above as set out below,

<b>Trainee Engineers - Weekly at College ~ 75% of <i>at sea</i> rate</b>						
<b>Date</b>	<b>Current</b>	<b>1 Sep 2009 (3.5%)</b>	<b>1 Jan 2010 (3.5%)</b>	<b>1 Jul 2010 (5%)</b>	<b>1 Jul 2011 (5%)</b>	<b>1 Jul 2012 (5%)</b>
Trainee Engineer 3 <sup>rd</sup> Year	\$779	\$807	\$835	\$876	\$920	\$966

and

- (v) Payment of all short course fees/costs, all travel to attend the short Courses, and provision of meals & accommodation at student-level lodgings agreed between the parties; and
- Cadet Engineers will undertake a mutually-approved Cadetship which shall include - all subjects for the attainment ( once qualifying sea service is at cumulated to obtain the



Engineer Class 1 Certificate of Competency and, subject to satisfactory performance, shall be entitled to the following:

- (i) Payment of all college fees/costs, all travel to attend the college, and provision of meals & accommodation (accommodation via college-residence); and
- (ii) Payment at the following rates

Cadet Engineers - Fortnightly at College ~ 75% of <i>at sea</i> rate						
Date	Current	1 Sep 2009 (3.5%)	1 Jan 2010 (3.5%)	1 Jul 2010 (5%)	1 Jul 2011 (5%)	1 Jul 2012 (5%)
1 <sup>st</sup> & 2 <sup>nd</sup> year	\$919	\$951	\$984	\$1,033	\$1,085	\$1,139
3 <sup>rd</sup> year	\$962	\$996	\$1,031	\$1,083	\$1,137	\$1,194
4 <sup>th</sup> & 5 <sup>th</sup> year	\$1,189	\$1,231	\$1,274	\$1,337	\$1,404	\$1,474

(iii) The rates of pay above will be paid during all college vacation times plus 4 weeks of paid leave per annum; and

(iv) 'at college' above includes attendance at pre-sea training, Advanced Firefighting, Survival, First Aid and other required short courses; and

Cadet Engineers - Fortnightly at sea						
Date	Current	1 Sep 2009 (3.5%)	1 Jan 2010 (3.5%)	1 Jul 2010 (5%)	1 Jul 2011 (5%)	1 Jul 2012 (5%)
1 <sup>st</sup> & 2 <sup>nd</sup> year	\$1,225	\$1,268	\$1,312	\$1,378	\$1,446	\$1,519
3 <sup>rd</sup> year	\$1,283	\$1,328	\$1,375	\$1,443	\$1,516	\$1,591
4 <sup>th</sup> & 5 <sup>th</sup> year	\$1,585	\$1,641	\$1,698	\$1,783	\$1,872	\$1,966

(v) Payment of all short course fees/costs, all travel to attend the short courses, and provision of meals & accommodation at student-level lodgings agreed between the parties.

23.7.1

**COMPANY SPECIFIC**  
 This clause/sub-clause may vary between employers

(Note: Electrical Officers are not included for the purposes above).

23.7.2 Sea Service.

Periods of service at sea building to their qualifying sea service (36 weeks) required under Marine Orders Part 3. It is recognised by the parties that during the period of sea service building to their qualifying sea service, Trainee



Engineer Officers will not form part of the Vessel's agreed operational manning, but will be an extra, onboard in a purely training position.

**23.7.3 Study Ashore.**

Periods of study ashore in a Training College / School undertaking pre sea service training (eg. Fire fighting, First Aid, Sea Survival etc) and courses required for Engineer Watch Keeper Certificate of Competency. Periods of study / work in the Company's office relevant to their training as a marine Engineer.

**23.7.4 Entitlements.**

During the term of their traineeship, Trainee Engineer Officers will be entitled to the following:

23.7.5.1 Payment of all college fees and costs, requisite short course fees and costs, including technical books as required associated with approved courses.

23.7.5.2 Payment of travel and accommodation (if studying away from their home port) costs associated with attendance at college.

23.7.5.3 Payment of travel and accommodation (if required) costs for such purposes of joining and departing Company Vessels during periods of qualifying sea service.

23.7.5.4 Payment of AMSA and Flag State Medicals as required.

23.7.5.6 Payment of AMSA costs associated with the issue of their Engineer Watch Keeper Certificate of Competency.

**23.7.7 Duty Cycles.**

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

**23.7.8 Leave.**

Trainee Engineers will be provided with 15 weeks of paid leave in respect of the qualifying sea service.

**23.7.9 Ongoing Employment.**

On successful completion of the training and having been awarded the Watchkeeping Certificate of Competency at the Company's discretion, the trainee maybe engaged by the Company as a permanent Employee for a minimum period of two years. If the Company does not engage the trainee as a permanent Employee the training cost payback provisions outlined below will not apply to the trainee.

**23.7.10 Payback Provisions**

When trainee Engineers engaged after the commencement of this Agreement gain their certification, an amount equivalent to four weeks Second Engineer salary per year will be deducted by the Company from the Engineer's remuneration. By agreement between the Company and the Engineer, this value may be in the form of a reduction in salary or a reduction in leave. Such deduction shall occur for each of the first two years employment as a qualified Engineer at the rate of four weeks' per year.

**23.7.11 Application of Agreement Provisions.**

Except for salary, leave, duty cycles and redundancy, as set out above, Trainee Engineer Officers will receive all the benefits of this Agreement.



### 23.8 Engineer Class 3

Where it is agreed that the Company will train new entrants to Engineer Class 3, Diploma of Transport & Distribution, then all the funding provisions including leave, short courses and accommodation and meals included in clause 23.7 shall apply.

## CLAUSE 24 – LONG SERVICE LEAVE

### 24.1 Continuous Service.

In the application of Clause 24 – *Long Service Leave*, continuous service shall mean any service with any of the Companies listed at Appendix 4, and shall not be broken by any of the following provided that the period of non-employment shall not count as service.

- ◆ Termination other than serious or wilful misconduct or slackness of trade as long as the Employee be re-employed by any Company at Appendix 4 within a two month period not including any leave taken, e.g., an Employee resigns, takes one month leave and is re-employed three months after resignation; no break in service is recorded.
- ◆ Termination due to slackness of trade or voluntary redundancy as long as the Employee be re-employed by any Company at Appendix 4 within a six month period; no break in service is recorded.

Continuous service shall include any period of employment by a Company at Appendix 4 as an Employee as defined by clause 3 – *Definitions*.

Continuous service shall not be broken by any of the following which shall count as service:

- ◆ Service with Australian defence forces (excepting as a volunteer of the permanent ADF)
- ◆ Periods of leave, including annual leave, long service leave, study leave, refresher training, revalidation etc.
- ◆ Sick leave of up to 21 days per annum.
- ◆ Any authorised absence by the Company which shall not count as service.
- ◆ Any period served ashore as workplace delegate.
- ◆ Any period of secondment to any related business of the Company
- ◆ Any absence due to industrial disputation provided that work is resumed on settlement.
- ◆ Any absence on parental leave, compassionate leave or maternity leave.

### 24.2 Entitlement

24.2.1 Subject to clause 24.1, an Employee will be entitled to Long Service Leave, or payment in lieu, in respect of continuous service with one and the same Company, or more than one Company which is listed at Appendix 4.

24.2.2 Subject to clause 24.7, an Employee's entitlement to long service leave shall be paid as follows:

- (i) if the Employee is in employment at the time the leave is granted in accordance with this Agreement by the current Company of the Employee;
- (ii) if the Employee is not employed and the Employee has completed 10 or more years continuous service of a qualifying period of at least 10 years, by the Company who last employed that Employee.

### 24.3 - Amount Of Leave

The amount of long service leave or payment in lieu thereof to which an Employee shall be entitled shall be:



24.3.1 In the case of an Employee who has completed continuous service for a qualifying period of at least 15 years:

- (i) in respect of 15 years' service so completed : 13 weeks; and
- (ii) in respect of continuing service for each qualifying period of 10 years completed since the Employee last became entitled to long service leave: 8-2/3 weeks; and
- (iii) on the termination of the Employee's service (in circumstances other than those which pursuant to this clause do not break continuity of service) or the Employee's death, in respect of the number of years' continuous service completed since the Employee last became entitled to an amount of long service leave: a proportionate amount on the basis of 13 weeks for 15 years' service.

24.3.2 In the case of an Employee who has completed at least 10 but less than 15 years' continuous service and whose employment is terminated:

- (i) by the death of the Employee; or
- (ii) in circumstances other than those which pursuant to this clause do not break continuity of service:
  - (1) by the Company for any cause other than serious or wilful misconduct; or
  - (2) by the Employee;

a proportionate amount of the basis of 13 weeks for 15 years service.

#### 24.4 - Taking Leave

##### 24.4.1 Time of taking leave

Long service leave shall be granted and taken as soon as reasonably practicable after the right thereto accrues due or at such time or times as may be agreed between the Company and Employee.

##### 24.4.2 Notice to take leave

Except where the time for taking leave is agreed to, the Company shall give to an Employee at least one month's notice of the date from which leave is to be taken.

##### 24.4.3 Broken leave

Long service leave may be granted and taken in one continuous period or if the Employee and Company so agree in not more than three separate periods in respect of the first 13 weeks' entitlement and in not more than two separate periods in respect of any subsequent periods of entitlement.

##### 24.4.4 Holidays and intervals of leave

The long service leave prescribed by this clause is exclusive of intervals of leave but is inclusive of all other holidays occurring during the taking of any period of long service leave.

##### 24.4.5 Granting of leave





Subject to the provisions of sub-clause 24.3.2 *Amounts Of Leave*, and sub-clause 24.5 *Granting of Leave In Advance*, of this clause, an Employee shall not be entitled to, and an Company shall not be required to grant leave pursuant to this clause until the amount of leave to which the Employee has become entitled equals 13 weeks in respect of the first period of entitlement and 8-2/3 weeks in respect of any subsequent periods of entitlement.

Except as provided in sub-clauses 24.3 *Amounts of Leave* and 24.6 *Payment for Period of Leave*, of this clause, payment shall not be made to an Employee in lieu of any long service leave or part thereof to which the Employee is entitled hereunder nor shall any such payment be accepted.

#### 24.5 Granting Of Leave In Advance

24.5.1 The Company may, by agreement with an Employee who has had not less than 10 years' continuous service, allow long service leave to such Employee before the right has accrued, but where leave is so taken the Employee shall not become entitled to any further leave under this Agreement or to payment in lieu thereof for the period in respect of which such leave was taken before accrued.

24.5.2 Where leave has been granted to an Employee pursuant to the preceding paragraph before the right thereto has accrued and the employment is subsequently terminated by the Company for serious or wilful misconduct, the Company may deduct from whatever remuneration is payable upon the termination of the employment such amount as represents payment for any period for which the Employee has been granted leave to which he was not entitled at the date of such termination.

24.5.3 The period of leave granted under this clause shall not exceed a period calculated pro rata on the basis of 13 weeks' leave for 15 years' continuous service.

#### 24.6 Payment for Period of Leave

24.6.1 The Company of an Employee who is entitled to and takes leave pursuant to this clause shall pay such leave at the Employee's rate of salary current during that period of leave.

Provided that whereby agreement between the Company and the Employee the taking of the leave due to the Employee or any portion of it is postponed to meet the convenience of the Employee the rate of payment therefore shall be that operative at the time of accrual to the Employee of the leave entitlement concerned.

24.6.2 Payment shall be made in one of the following ways:

(i) in advance for the whole of the period at the commencement thereof;

(ii) at the same time or times as payment would have been made if the Employee had remained on duty in which case payment shall, if the Employee in writing so requires, be made by cheque posted to an address specified by the Employee or through inter-bank transfer; or

(iii) in any other way agreed between the Company and the Employee.

#### 24.7 Payment on termination for leave not taken

24.7.1 Where the employment of an Employee is terminated in circumstances other than those which pursuant to this clause do not break continuity of service and any long service leave to which the Employee was entitled has not been taken or accrues to



the Employee, the Company of the Employee at the time of termination shall forthwith pay to the Employee in full the amount due in respect of such leave.

#### 24.8 Payment on death

24.8.1 Where an Employee dies and any long service leave to which the Employee was entitled under this clause has not been taken or accrues as to consequence of his death the Company of the Employee at the time of death shall upon request by the Employee's personal representative pay to that representative the amount due in respect of such leave. The obligation of the Company to such Employee in respect of long service leave shall be and shall be deemed to have been satisfied by such payment.

#### 24.9 Benefits Related To Long Service Leave

Any leave in the nature of long service leave allowed or payment in lieu thereof made to an Employee otherwise than under this clause (whether before or after the coming into operation hereof) shall be taken into account and shall be deemed to have been leave granted and taken in satisfaction of leave due under this award:

- (a) in the case of leave with pay to the extent of the period of such leave; and
- (b) in the case of payment in lieu thereof to the extent of a period of leave equivalent to the amount of the payment at the date thereof and to be satisfaction to the extent thereof of the entitlement of the Employee under this award.

#### 24.10 Transmission Of Business

For the purpose of this clause where a business has, whether before or after the coming into operation of this Agreement, been transmitted from an Company (in this clause called "the transmitter") to another Company (in this clause called "the transmittee") and an Employee who at the time of such transmission was an Employee of the transmitter in that business becomes an Employee of the transmittee:

- (a) continuity of the service of such Employee shall be deemed not to have been broken by reason only of the transmission; and
- (b) the period of the continuous service which the Employee has had with the transmitter (or any prior transmitter) shall be deemed to be continuous service of the Employee with the transmittee.

In this clause "transmission" includes transfer, conveyance, assignment or succession whether by agreement or by operation of law and "transmitted" has a corresponding meaning and includes the successorship and transmission provisions of the *Fair Work Act 2009*.

#### 24.11 Records

24.11.1 The Company must make, or cause to be made, at six monthly intervals, records of an Employee's service history so as to enable the entitlement of an Employee to leave under this clause to be ascertained. The records required to be kept are the following:

- name of the Employee;
- occupation or classification;
- date of commencement of the employment,
- date of commencement of continuous service
- date of termination of the employment, if any;



- date and duration of any absence by the Employee from work and the reason for that absence;
- particulars of any long service leave granted, or payment made, in respect of long service leave under this clause or otherwise.
- particulars of any leave in the nature of long service leave granted or payment in lieu made otherwise than under this clause.

24.11.2 The Company will keep an Employee's records prescribed in sub-clause 24.11.1 during the continuous service of an Employee, and for a period of 12 months thereafter. In the case of termination by the death of an Employee, the records will be kept until settlement with the Employee's personal representative has been made, or the expiration of three years from the date of death, whichever first occurs.

24.11.3 Where an Employee has applied to take leave pursuant to this clause or is otherwise entitled to payment for leave pursuant to this clause, the Company of that Employee may inspect the records of that Employee held by another Company listed at Appendix 4.

#### 24.12 Claims

24.12.1 Any claims for long service leave shall be lodged by an Employee with the Employee's current Company who will promptly determine any entitlement and payment under this clause.

24.12.2 Any party to a dispute as to the entitlement or payment of an Employee under this clause may refer the said dispute to FWA for conciliation or, if mutually agreed, for arbitration in accordance with the Industrial Dispute Resolution Procedure.

#### **CLAUSE 25 – PARENTAL LEAVE**

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

#### **CLAUSE 26 – COMMUNITY SERVICE LEAVE**

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

#### **CLAUSE 27 – COMPASSIONATE LEAVE**

Upon request, in the event of serious illness or death of a member of the Employee's immediate family, The Company will repatriate the Employee to their home port. Repatriation includes all travel, meals, and accommodation necessary for the Employee to get home.

The Company will endeavour to fill the resulting vacancy as promptly as possible.

#### **CLAUSE 28 – INDIVIDUAL FLEXIBILITY ARRANGEMENTS**

28.1. An Employee and the Employer covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of the terms of this Agreement provided the arrangement meets the genuine needs of the Employee and the Employer, the arrangement is genuinely agreed to by the Employee and the Employer and it does not affect any other Employee covered by this Agreement.

28.1.1. An individual flexibility arrangement must not include a reduction in leave or manning.

28.1.2 The Employer must ensure that the terms of the individual flexibility arrangement are about permitted matters under s.172 of the Act and are not unlawful terms under s.194 of the Act



28.1.3 The Employer must ensure that the terms of the individual flexibility arrangement result in the Employee being better off overall than they would have been if no arrangement was made.

28.2. The Employer must ensure that the individual flexibility arrangement:

28.2.1. is in writing; and includes the name of the Employee and the employer; and

28.2.2. is signed by the employer and Employee; and includes details of:

- the terms of the enterprise agreement that will be varied by the arrangement; and
- how the arrangement will vary the effect of the terms; and
- how the Employee will be better off overall in relation to the terms and conditions of their employment as a result of the arrangement; and
- states the day on which the arrangement commences.

28.3. The Employer must give the Employee a copy of the individual flexibility arrangement within 14 days after it is agreed to and prior to its implementation.

28.4. The Employee or employer may terminate the individual flexibility arrangement:

28.4.1. By giving no more than 28 days written notice to the other party to the arrangement; or

28.4.2. If the Employee and employer agree in writing-at any time.

## CLAUSE 29 – TRAVELLING

This clause expressly excludes clause 14 of the *Maritime Offshore Oil and Gas Award 2010*.

29.1 An Engineer Officer will be repatriated at the Company's expense to and from their home port for the purpose of taking leave and to their home port upon termination of their employment. At the Employee's request and in lieu of return to the home port, the Employee will be flown to the Australian regional airport closest to their place of residence where such regional airport is serviced by a mainstream airline. Where an Engineer Officer terminates their employment before completion of their first on duty cycle, they will be responsible for their own repatriation.

29.2 An Employee will be reimbursed for:

29.2.1 One taxi fare to the airport from their home, and vice versa for the purposes of travelling to or from the Vessel, upon production of a receipt up to a maximum of \$144.00 per trip, or

29.2.2 One mileage claim at the current taxation mileage rate 65c per kilometre based on a six cylinder vehicle up to a maximum of what it would have cost the Company if the Employee had taken a taxi to the airport from their home, and vice versa for the purposes of travelling to or from the Vessel, upon production of a claim form up to a maximum of \$144.00 per trip.

29.2.3 Where the vehicle is returned to the Officer's place of residence then the kilometres for the return journey will be counted but the amount claimed for the round journey cannot exceed \$130.00.



29.2.4 The employer will reimburse any excess baggage up to a total of 30 kg.

29.3 Where an Engineer Officer has to wait for four hours or more for a connecting flight whilst travelling between their Vessel and their home port, the Company will provide hotel accommodation where available. Day rooms will be provided on the basis of one person per room.

29.4 Crew change transportation - The Company will endeavour to obtain reservations on schedule commercial flights as a matter of practice, but retain the right to use charter flights where necessary.

29.5 Air travel shall be to and from the commercial airport nearest to the Engineer Officers home, economy class airfares will be provided.

29.6 Travelling expenses - any additional travelling expenses reasonably incurred shall be reimbursable.

### **CLAUSE 30 – JOINING A VESSEL AT FOREIGN PORT**

30.1 When joining a Vessel being imported to Australia from a foreign port, the Chief Engineer will have a minimum of 24 hours familiarisation prior to departure. During this period, the Chief Engineer will be accommodated at a hotel until the balance of the crew join the Vessel.

30.2 Where the parties consider that the Vessel is of a specialist nature, then additional crew may be required for familiarisation and/or to assist with the mobilisation of the Vessel.

30.3 Where the full hotel services are available on board the Vessel, the crew will be accommodated on board.

30.4 All personnel will receive a full induction to the Vessel in accordance with Company induction procedures, prior to the departure of the Vessel.

30.5 Arrivals prior to 1400 hours:

30.5.1 Engineer Officers travelling on flights of less than six hours duration, will be required to join the Vessel on the day of the arrival at the foreign port.

30.5.2 All other circumstances: Engineer Officers 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.

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

30.6 Returning a Vessel to a Foreign Port; when returning a Vessel to a foreign port the following repatriation arrangements will apply:

30.6.1 Arrivals in Port Prior to 1400 Hours: Where the Vessel arrives in port prior to 1400 hours and Engineer Officers are able to leave the Vessel without delay and with a minimum of four hours notice of flight departure and where their flight shall not exceed nine hours duration, then they will be expected to fly out on the day of arrival. Agreement provisions regarding day rooms in hotels also apply.



30.6.2 All other circumstances: Engineer Officers 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 hours rest period has elapsed from arrival at the hotel.

#### **CLAUSE 31 - FLIGHT CLUB ARRANGEMENTS.**

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

#### **CLAUSE 32 - NAVIGATION ACT AND SEAFARER'S REHABILITATION & COMPENSATION ACT**

32.1 Nothing in this Agreement shall be construed as limiting the rights of any Engineer Officer under the *Navigation Act 1912* as amended.

32.2 The provisions of Part 2 of the *Navigation Act 1912*, as amended and Marine Orders, apply to Officers engaged under this Agreement.

32.3 The provisions of the *Seafarers Rehabilitation Compensation Act 1992* (SRC Act) and Regulations apply to Officers engaged under this Agreement.

#### **CLAUSE 33 - INSURANCE**

33.1 The Company will provide and pay for insurance against loss of salary for each Engineer Officer where an Engineer Officer is unable to commence a scheduled on duty period due to either an accident incurred whilst on leave or due to illness.

33.2 Any benefit paid to an Engineer Officer as a result of this insurance cover is in addition to any benefit obtained under sections 123 to 134 of the *Navigation Act 1912*.

33.3 The insurance cover will be based on the following conditions:

33.3.1 The insurance will commence from the day that an Engineer Officer is unable to commence a scheduled on-duty period due to either illness or an accident that occurred whilst the Engineer Officer was on leave.

33.3.2 For the purposes of this paragraph a "scheduled on-duty period" means that prescribed by the "Leave Swings" subclause of the schedule under which an Engineer Officer is engaged at the time of the illness or accident.

33.3.3 The benefits provided to an Engineer Officer by this insurance cover shall be limited to a maximum of 10 weeks in first year of service and a period equal to three months in each subsequent year of service, regardless of the number of accidents or illnesses suffered by the Engineer Officer in any year of service.

33.3.4 For the purposes of this paragraph, "year of service" shall be calculated from each Engineer Officer's permanent commencement date with the Company. From the commencement date of this Agreement, each Engineer Officer will be entitled to claim the appropriate maximum entitlement up until the commencement of their next "year of service", provided the maximum entitlement does not exceed the period of time between the date of this Agreement and the commencement of their next year of service.

33.3.5 The maximum entitlements prescribed in this clause do not accumulate from year to year.

33.3.6 During a period covered by this insurance, an Engineer Officer will neither accrue nor use leave.



33.3.7 Over the period of the insurance an Engineer Officer will receive 75% of their normal award salary prescribed by this Agreement.

33.3.8 Benefits provided by this insurance shall cease when the Engineer Officer is certified as fit to resume duty by a qualified medical practitioner or upon reaching the maximum limit of the insurance benefits as prescribed in sub-clause 33.3.3 whichever is sooner.

33.3.9 No medical expenses are payable under this insurance.

## **CLAUSE 34 - TERMINATION OF EMPLOYMENT**

### **34.1 Resignation**

34.1.1. A permanent Officer shall give 28 days' notice of resignation or, subject to a suitable replacement being available at 48 hours notice in the main port or prior to arrival at the main port.

34.1.2. A casual Employee, whilst on duty must give 28 days' notice of intention to terminate their employment with the Company. Should the Employee fail to give such notice then they shall forfeit payment of the loading for any day the notice falls short of the 28 days notice period.

34.1.3. A casual Employee may notify the Company on the swing off day that they wish to terminate their employment in which case the Company will at the end of the normal pay cycle make all payments due and deposit this into the Employee's bank account.

### **34.2 Termination Permanent Engineers**

Termination notice of employment for a permanent Engineer Officer who has been employed for:

34.2.1 Less than a year will be by 14 days notice or payment in lieu.

34.2.2 One year or more will be by 28 days notice or payment in lieu.

34.2.3 An Officer over the age of 45 years with more than four years service will receive an additional two weeks' notice.

### **34.3 Termination for casual Employees will be by 14 days notice or payment in lieu.**

34.3.1 When a casual Officer is informed in writing of the length of a casual engagement prior to agreeing to undertake it, or the project ceases ahead of the expected completion date and the notice period cannot reasonably be given then the notice period will not apply. In all other circumstances the notice period will apply.

### **34.4 Redundancy Process**

34.4.1 When the number of marine Engineer berths available within the Company is insufficient to sustain all permanently employed Engineer Officers in employment, then the Company may apply the provisions of clause 15.11.

34.4.2 Where this procedure has been adopted and the implementation of clause 15.11 has not resulted in sufficient work for all permanent Engineer Officers, the following will apply.

34.4.2.1 Excess leave balances will be taken.



34.4.2.2 Employees will be encouraged to take long service leave, part paid and unpaid leave by mutual agreement in order to assist the employment of all Officers.

34.4.2.3 The Company will determine the number of Officer positions to be made redundant.

34.4.2.4 The Company will inform the Union of the redundancy situation.

34.4.2.5 Permanent Engineer Officers will be asked if they wish to apply for voluntary redundancy. Based on the numbers in 34.4.2.3 a maximum of 30% of the redundancies will be voluntary or the numbers that apply, whichever is the lower.

34.4.2.6 If the number of applications for voluntary redundancies exceed the 30% limit, the successful applicants will be based on descending order of seniority.

34.4.2.7 The remaining redundant positions will be based on "last on first off".

34.4.3 The parties may agree to depart from the above procedure should the Company consider that operational circumstances exist that require a departure having regard to the skills, qualifications and experience required to operate the fleet. Any information provided will be in aggregate terms and will not identify individual Employees.

#### **CLAUSE 35 - SEVERANCE PAY**

35.1 A permanently employed Engineer Officer whose services are terminated due to the removal of a Vessel from service in the offshore oil and gas industry will be paid three week's wages at the rate to which they were entitled at the time of termination, for each completed year of continuous service and pro rata for completed months thereof in the employ of the Company prior to 1 July 1979 and be paid four week's wages at the rate to which they were entitled at the time of termination for each completed year of continuous service and pro-rata for completed months thereafter. On and after 1 August 1995, the entitlement shall be in accordance with the NES for the first two years of service and then, three weeks per year of service thereafter, and pro-rata for part years thereof. Any total payment made under this sub-clause shall not exceed 78 weeks.

#### **CLAUSE 36 - KEEP**

36.1 The Company shall accommodate and keep the Employee upon the Vessel on which they are engaged at the Company's cost.

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

36.1.1.1 The parties agree that 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.

#### **CLAUSE 37 – EXPENSES**

This clause expressly excludes clauses 14 of the *Maritime Offshore Oil and Gas Award 2010*.





37.1 The Company shall reimburse an Officer any expenses reasonably incurred in performance of their duties for and on behalf of the Company. This shall include fees associated with obtaining a current Maritime Security Identification Card in accordance this Agreement. As well as to other matters, this clause shall apply to:

37.1.1 Subject to subclause 37.1.2 hereof, inquiries as to casualties or as to the conduct of 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 that such inquiry or proceedings (inclusive of appeals there from) have been occasioned by the default or misconduct of the Engineer Officer.

37.1.2 As well as the matters described in clauses 37.1 and 37.1.1 above, this clause shall apply to reimbursement of reasonable legal costs incurred by the Employee (including costs of reasonable personal legal representation separate from that engaged in the interests of the Company) in defending any proceedings brought against the Employee or fines imposed on the Employee by any court, tribunal or other competent authority investigating or prosecuting for any actual or alleged breach of any statute or statutory obligation, including without limitation any maritime or port regulations or any applicable environmental legislation, which proceedings or fines relate to the employment duties performed by the Employee, in carrying out their lawful duties or acting on the instructions given by the Company to the Employee, unless the authority conducting the enquiry or proceedings finds that such enquiry or proceedings have been occasioned by the serious negligence or misconduct of the Employee.

37.2 For a casual Employee, the Company will not only pay for such expenses incurred during the period of employment but will also pay such expenses incurred during the period of untaken leave (even if cashed-out) after termination; however within such a period of untaken/cashed-out leave from one Company, if the casual commences employment with another Company then the first Company is only obligated to pay such expenses as are incurred within that period up to the point that employment with the second Company commences.

Examples of such expenses are prior-approved training costs, revalidation costs & AMSA fees (as well as any associated travel and accommodation costs), medical certificates; medicals, vaccinations; refrigeration registration; passport renewal; joining and leaving travel expenses.

If the Company disputes their liability under this clause the question shall be dealt with in accordance with the Disputes Resolution procedure.

#### **CLAUSE 38 – VESSELS WRECKED OR STRANDED**

This clause expressly excludes clause 14 of the *Maritime Offshore Oil and Gas Award 2010*.

38.1 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, they shall be paid for the time during which they so assists at the rate of \$18.40 per hour in addition to any other ordinary or overtime rates.

38.2 If under such conditions an Employee sustains damage to or loses their equipment or personal effects. the Company shall reimburse the Employee for such loss, but the amount of reimbursement shall not exceed the sum of \$3,293.

#### **CLAUSE 39 - DAMAGE TO PERSONAL EFFECTS**

This clause expressly excludes clause 14 of the *Maritime Offshore Oil and Gas Award 2010*.



39.1 Compensation to the extent of the damage sustained shall be made by the Company to an Employee in cases where an Employee substantiates that in the course of their employment, clothing or spectacles have been damaged or destroyed. Provided that this shall not apply when an Employee is entitled to workers' compensation in respect of the damage.

**CLAUSE 40 - COMPENSATION FOR LOSS OF CERTIFICATE OF COMPETENCY**

40.1 An Officer who is unable to carry out the duties required by the Company because they have been refused revalidation of their certificate of competency by the appropriate authority because of failure on examination to comply with the medical requirements prescribed by the *Navigation Act 1912* or any Regulations or Orders made there under and has failed to satisfy the appropriate authority that they can, notwithstanding their inability to comply with such medical requirements, satisfactorily perform the duties appropriate to the certificate in question or any certificate then held and who:

- is found by further independent medical examination to be permanently unable to carry out the said duties and to revalidate a certificate of competency; or
- is found by further independent medical examination to comply with the said medical requirements and/or to be capable of carrying out the said duties but is still unable to satisfy the appropriate authority or revalidate their certificate;

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

40.2 Subject to clauses 40.3, 40.4 and 40.5 hereof, an Officer to whom sub-clause (i) applies shall be entitled to receive on the termination of their employment under this Agreement, a payment at their graded rate or, where the individual has been on higher serving rate(s) for at least 12 continuous months immediately prior to commencing study, the serving rate appropriate to their age in accordance with the following table:

Age	Number of months salary
Under 30	24months
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

Board of Administrators

40.3 The Loss of Certificate Compensation Scheme shall be administered by a Board of Administrators composed of the Employee's nominated representative, a representative of the Company and a Chairperson, appointed by the parties. The Board shall decide in each and every case the application of this compensation for Loss of Certificate Scheme and the extent of any benefits applicable. The Board shall meet as required. Should a representative decide that a meeting is necessary, the Chairperson is to be informed and shall convene such meeting. The Board shall not have the power to alter any provision of this Loss of Certificate Compensation Scheme.

40.4 a) Where an Officer suffers an illness or injury entitling them to any compensation, damages or other benefits (called "benefits") from the Company and/or any third party under any applicable legislation (whether Federal or State) and/or at common law and/or equity and/or under any contract, deed or other arrangement but not including 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 Officer under sub-clause 40.2 hereof. The Board of Administrators shall value the amount of any such component so to be taken into account.

The Board in determining the entitlement to benefit and the amount of any payment under subclause 40.2 shall take into account all relevant circumstances provided however that the Board shall not take into account:

- resignation benefits including withdrawal benefits;
- benefits for total and permanent incapacity;
- benefits for retirement on age grounds including early retirement; or
- benefits covering the foregoing concepts however defined; under any superannuation, pension or like scheme.

40.5 An Officer shall not be entitled to the benefit of sub-clause 39.2 hereof where:

(a) They die;

(b) They fail to comply with the prescribed medical requirement arises from anyone of the following:

- self-inflicted or self-induced illness or injury; or
- an illness or injury suffered whilst they are voluntarily involved in or in connection with any activity for financial reward or gain or which unnecessarily subjects them to risk of injury and which activity is substantially unrelated to their employment under the *Maritime Industry Seagoing Award 1999*;  
or

(c) They are offered reasonably suitable alternative employment provided however that the Board may in any such case notwithstanding that it decides that such employment has been offered and that it has been accepted by the Employee defer for a period of 12 months from the date of acceptance of the employment any question of entitlement to compensation under this Scheme. If, after discussion with the Company, the Officer decides that the alternative employment offered is not reasonably suitable, the matter shall be referred to the Board for resolution.

40.6 An Officer shall not be entitled to receive the benefits under this clause more than once.

40.7 For the purposes of this sub-clause:-

'Officer' shall mean and include a person currently employed under this Agreement other than an Officer engaged in a temporary or relieving capacity only.

'Illness or injury' shall include but not be limited to a disease, disability, disorder or incapacity.

#### **CLAUSE 41 - SICK EMPLOYEES LANDED**

41.1 The provisions of s's 127 and 132 of the *Navigation Act 1912*, as amended, and the *Seafarers Rehabilitation Compensation Act, 1992* as amended, shall apply in respect of all Employees covered by this Agreement. Provided that if an Employee is landed at a port other than their home port, they are to receive in addition to the benefits prescribed in the said Acts, their keep or meal and bed allowance referred to in clause 19 of this Agreement until they arrive at their home port.

41.2 The provisions of s's 123-134 of the *Navigation Act 1912* as amended shall be deemed to apply where an Employee is in transit to and from work.



## **CLAUSE 42 - PROTECTIVE AND INDUSTRIAL CLOTHING**

This clause expressly excludes clause 14 of the *Maritime Offshore Oil and Gas Award 2010*.

42.1 The Company will pay \$24.20 per fortnightly pay to each Engineer Officer for such Officer to purchase industrial clothing to be worn whilst at work. In addition the Company will provide free of any cost to the Employee two pairs of highly visibility overalls per annum, oil skins, sou'westers and sea boots.

## **CLAUSE 43 - EMERGENCY AND OTHER DRILLS**

43.1 An Employee shall when required attend any boat drill, fire drill or other emergency drill.

## **CLAUSE 44 - MEDICALS AND PASSPORT**

44.1 The Company shall reimburse an-Employee for the portion of the cost of any medical examination, eyesight or hearing test or passport (with associated vaccinations), required at the Company's request and not covered by medical insurance. An Employee shall at the request of the Company attend a medical examination. Such examination will be at the Company's cost.

44.2 It is the responsibility of all Officers to ensure that when joining a Vessel they have a valid Certificate Competency, a medical that is valid for the expected life of the swing and an up-to-date passport, with a minimum of six months validity. The employer will arrange any visas required for duty.

44.2.1 The employer will upon submission of receipts reimburse an Officer for the portion of the cost/fees which are not covered by medical insurance for any medical examination, eyesight or hearing test, together with the costs for re-validation and maintaining the validity of the certificate, passport (with associated vaccinations), and visas, required at the employer's request, or for the Officer to maintain their employment.

44.3 Officers are required to send to the HR Department copies of all certificates held and ensure that the certificates are in their possession whilst on board the Vessel.

44.4 Casual Officers will comply with 44.2 and will receive the benefits contained in 44.2.1 for the period whilst they are in employment with the employer which includes all outstanding leave on termination or when they commence employment with another employer whichever comes first.

44.5 The employer may at their cost require an Officer to obtain additional certificates, in accordance with the flag of the Vessel.

## **CLAUSE 45 - BEDDING AND OTHER UTENSILS**

45.1 The Company shall provide for the use of the Employees:

45.1.1 All necessary eating and mess room utensils.

45.1.2 All bedding, including an innerspring mattress and cotton cover, counterpane, well fitted pillows and covers, blankets and sheets and/or doonas and doona covers.

45.1.3 Two bath towels and adequate supply of toilet soap and washing soaps and powders.



45.1.4 Sheets, doona covers, bath towels and pillow cases shall be changed a least weekly, counterpane fortnightly, mattress covers monthly and blankets once in every three months.

## **CLAUSE 46 – AMENITIES**

46.1 The employer shall accommodate and keep the Officer upon the Vessel free of charge and shall provide:

46.1.1 Food, dining, mess room utensils, bedding and bathing supplies to the best Australian Shipboard standard.

46.1.2 Where a disagreement occurs on the application of Clause 46.1.1 which cannot be resolved on board, it shall immediately be referred to the employer and the Union for resolution.

46.1.3 An AM/FM/SW radio with and compact disk capability, colour television set, DVD player and with a selection of DVDs (one per day of swing) or other appropriate facilities (e.g. satellite TV) shall be provided for each Vessel as practicable.

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

46.1.5 A sum of up to \$150.00 per swing will be allocated for the purchase of newspaper, magazines, books or book exchange.

## **CLAUSE 47 - COMMUNICATIONS**

47.1. Communications

47.1.1. The employer will on each Vessel provide Officers with access for private use to Email (no attachments) and telephone/fax communications, where such communications are available, in the most effective manner. The employer will discuss the feasibility of satellite internet access on Vessels covered by this Agreement with AIMPE during the life of this Agreement.

47.1.2. It is noted that this clause does not prevent the employer seeking to recoup the costs of such private use (i.e. incidental-usage should not incorporate over-head cost of providing the infrastructure). Should the employer seek to recoup a cost which is considered unreasonable the matter will be resolved in accordance with Clause 50.

47.1.3 The employer will provide 10 minutes per week of private use satellite phone time to each Employee where mobile phone access to a network is not available at any time during the swing duration. The employer may use either a phone card system or phone log system with the Employee agreeing to the use of payroll deductions for use in excess of the allowance.

## **CLAUSE 48 - SHIP BOARD STANDARDS**

48.1 Where any Vessel covered by this Agreement is imported to work in the offshore oil and gas industry the Company and AIMPE will determine if a Vessel inspection is necessary.

48.2 When considering the need for an inspection the parties will discuss issues relating to manning including minimum safe manning and the Vessel's age, asbestos, prior area of operation, class society notation, flag state, proposed area/project/type of operation in Australia and the appropriate schedule to apply. All the above will be factors in reaching a decision to undertake a pre-mobilisation inspection or arrive at other arrangements.



- 48.3 Any Vessel in excess of 10 years old which is to be imported shall have a pre-mobilisation asbestos audit conducted by a reputable Australian based environmental management Company. A report on the audit will be provided to AIMPE.
- 48.4 The treatment of asbestos, on any Vessel at any time, will be as agreed case by case, by the parties to this Agreement. Agreement will not be unreasonably withheld.

#### **CLAUSE 49- CLEANING QUARTERS**

49.1 The Employees' living quarters, passengers' accommodation, mess rooms, recreation rooms, bathrooms and lavatories are to be thoroughly cleaned daily.

#### **CLAUSE 50 - INDUSTRIAL DISPUTE RESOLUTION PROCEDURES**

The master of the Vessel should be advised of the appointment or change of delegates.

When an industrial matter arises at the workplace:

50.1 The Employee or their nominated representative will first approach the master of the Vessel and advise of the specific nature of the problem or request. It is essential that all reasonable efforts be made to resolve any industrial or operational problems 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 problems.

50.2 If any matter cannot be resolved at shipboard level, the master of the Vessel will immediately, whether at sea or in port, advise the appropriate Company representative.

50.3 Where a matter arises whilst off duty and away from the workplace the Employee shall refer the matter to the Company representative.

50.4 If any matter cannot be resolved as per paragraph 50.2 or 50.3, the Employee/s or their nominated representative or crew spokesperson affected by the dispute may seek the assistance of a representative or organisation of their choice, including AIMPE, to assist in the resolution of the dispute.

50.5 Where an Employee affected by a dispute appoints AIMPE or another representative as their chosen representative then AIMPE or the other representative will be immediately advised of the dispute.

50.6 The AIMPE representative or other representative appointed and advised in accordance with 50.3 and 50.4, and the appropriate Officer of the Company will take all reasonable steps to achieve the resolution of the problem. Should the Employee appoint AIMPE as their representative and an AIMPE branch official not be immediately available, the matter should be referred to the Federal Office which will nominate the Institute official to deal with the matter.

50.7 If any problem then remains unresolved following discussion between the AIMPE branch official or other Employee representative and the Company representative, the parties to the dispute may refer it to the Federal Secretary of the AIMPE or other Employee representative and the Chief Industrial representative of the Company who will confer and endeavour to achieve reconciliation.

50.8 In the event that all the agreed steps referred to above for resolving a dispute have been taken, the dispute may be referred to the FWA for resolution by mediation and/or conciliation and, if a dispute remains unresolved, then by arbitration. If arbitration is necessary FWA may exercise such powers and functions in relation to hearing, witnesses, evidence and submissions as are necessary to make the arbitration effective.



50.9 . The decision of FWA will bind the parties subject to any party exercising a right of appeal against the decision to a Full Bench.

50.10 It is the intention of all parties that work will continue and that Vessels continue to trade pending determination of any matter or dispute in accordance with the above procedures including periods of non-availability of executives unless an Employee has a reasonable concern about an imminent risk to their health or safety.

50.11 It is essential that any matter in issue 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 problem. The provisions of this clause do not affect in any way any other rights and duties of the parties to this Agreement pursuant to the Act or any other Act or at common law in relation to any matter.

#### **CLAUSE 51 - MONTHLY MEETINGS**

51.1 The Company will shall permit any Engineer Officers as the chief Engineer deems not necessary for the proper running and operation of the Vessel to attend any authorised stop work meeting of AIMPE held on the last Tuesday of each month between the hours of 8.00 am and noon without any deduction from their salary.

51.2 This clause applies to Vessels in the ports of Fremantle, Adelaide, Melbourne, Sydney, Newcastle, Port Kembla, Brisbane and Hobart.

51.3 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 ships, it is necessary that all Employees remain on board.

#### **CLAUSE 52 – RECORD KEEPING**

52.1 The Company shall keep or cause to be kept a record containing the amount of salary and all allowances or other payments payable to each Employee and, where applicable, the date when and the place where leave due under this Agreement was granted and the amount thereof.

#### **CLAUSE 53 – MARITIME SECURITY**

53.1 The Company shall meet all costs associated with the application, processing and issuing of a maritime security identification card (MSIC), to an Employee covered by this Agreement. Provided that the Company shall not meet any costs associated with:

- (a) an application which is rejected through no fault of the Company;
- (b) any appeal process.

#### **CLAUSE 54 – DRUGS AND ALCOHOL**

54.1 The possession, soliciting, concealment or consumption of prohibited drugs on Vessels covered by this Agreement is prohibited.

54.2 The consumption or concealment of alcohol onboard any Vessel covered by this Agreement is prohibited.

54.3 Any Engineer Officer using prescription drugs for medicinal purposes must, pursuant to the *Navigation Act 1912*, advise the master of the Vessel when joining a Vessel.



54.4 The Drugs and Alcohol policy is set out in Appendix 5.

54.5 No testing will take place until one swing after the education and awareness program has been completed.

#### **CLAUSE 55 - COUNSELLING SERVICE**

55.1 The Company shall provide to all Employees an independent confidential counselling service to be the first recourse in relation to any stress/addiction/problem including in home or workplace relationships that may, if untreated, affect performance in the workplace

#### **CLAUSE 56 – MULTI-SKILLED ELECTRICIAN PAY**

56.1 A person with electrical qualifications and appropriate Marine Engineer qualifications deployed to the Vessel primarily for reason of possession of their electrical qualifications will be paid as if for a First Engineer. However, where such a person is 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.

#### **CLAUSE 57 – NO EXTRA CLAIMS**

57.1 Subject to this clause this Agreement constitutes a full settlement of all issues between the parties concerning the employment of Employees whose employment is subject to the Agreement during its term including without limitation all matters raised in logs of claim or bargaining period notices in connection with the Agreement.

#### **CLAUSE 58 – DRY DOCKING**

# **COMPANY SPECIFIC**

**This clause/sub-clause may vary between employers**

**Note:** The above is only for docking/repair in Australia.

Where the Company requires Engineers covered by this Agreement to live ashore in a foreign port due to dry docking, repair, working while alongside or, in preparation for mobilization, then the arrangements that will apply in lieu of Clause 19.3 (Foreign Port Conditions) will be discussed and agreed between the Company and AIMPE on a port-by-port basis and, apply for the life of this Agreement.

#### **CLAUSE 59 – JOB SHARE EMPLOYMENT ARRANGEMENTS**

Job Sharing arrangements may be discussed and developed. Any arrangement must satisfy roster requirements and must be agreed between the Company and the Employees involved. Any agreed option must be administratively simple, and not result in any additional costs being borne by the Company. This may affect the ability of Employees in defined benefits superannuation funds to enter into job share arrangements.

The Company retains the right to offer or decline job sharing employment arrangements.

As a minimum the following conditions shall apply:





- Job sharing arrangements are only available to permanent Employees of the Company.
- Persons entering into a job share arrangement shall then be classified as permanent part-time Employees.
- Persons entering into a job sharing arrangement shall agree and sign-off on conditions of employment.
- Job sharing is on a two person for a one full time position basis (the swings length and frequency shall be mutually agreed between all parties).
- Both parties must serve at the same rank. No party shall increase serving rank as part of the job sharing arrangement; however a party to the agreement can decrease serving rank.
- If one party of the job share arrangement cannot fulfil or complete their swing, coverage shall be by the other party of the job arrangement.
- If one party of the job share arrangement terminates their employment or employment is terminated by the Company then the remaining party of the agreement shall have the option (if another party to the agreement is not found) of resuming as a permanent Employee, or terminating their own employment arrangements.
- Salaries will be paid pro-rata for the period of work [for avoidance of doubt this means that as a result of work/leave for only half the year, annual earnings will be half of that defined in the enterprise agreement.
- Leave accruals shall be pro-rata for the period of work.
- Redundancy entitlements do not apply to job-share permanent part-time arrangements.

## **CLAUSE 60 –WORKPLACE CHANGE CONSULTATION**

60.1 This clause applies if:

(a) the Company has made a definite decision to introduce a major change to production, program, organisation, structure, or technology in relation to its enterprise; and

(b) the change is likely to have a significant effect on Employees of the enterprise.

60.2 The Company must notify the relevant Employees of the decision to introduce the major change.

60.3 The relevant Employees may appoint a representative, including AIMPE, for the purposes of the procedures in this clause.

60.4 If:

(a) a relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation; and

(b) the Employee or Employees advise the Company of the identity of the representative; the Company must recognise the representative.



60.5 As soon as practicable after making its decision, the Company must:

(a) discuss with the relevant Employees:

- (i) the introduction of the change; and
- (ii) the effect the change is likely to have on the Employees; and
- (iii) measures the Company is taking to avert or mitigate the adverse effect of the change on the Employees; and

(b) for the purposes of the discussion provide, in writing, to the relevant Employees:

- (i) all relevant information about the change including the nature of the change proposed; and
- (ii) information about the expected effects of the change on the Employees; and
- (iii) any other matters likely to affect the Employees.

60.6 However, the Company is not required to disclose confidential or commercially sensitive information to the relevant Employees.

60.7 The Company must give prompt and genuine consideration to matters raised about the major change by the relevant Employees or their nominated representative.

60.8 If a term in this Agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the Company, the requirements set out in subclauses (2), (3) and (5) are taken not to apply.

60.9 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 the Company'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;
- (e) the need to retrain Employees;
- (f) the need to relocate Employees to another workplace; or
- (g) the restructuring of jobs.

60.10 In this term, relevant Employees means the Employees who may be affected by the major change.



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**CLAUSE 61 – SIGNATORIES**

I confirm that I am authorised by the management of Company Pty Ltd to sign this Agreement for and on behalf of Company Pty Ltd.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

I confirm that I am authorised by the Federal Executive of the Australian Institute of Marine And Power Engineers to sign this Agreement as the bargaining agent for members of the Australian Institute Of Marine And Power Engineers.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_

Address: 169 Stock Road, PALMYRA WA 6157



## SCHEDULE 1 - SUPPORT VESSELS

### 1 Application

1.1 This schedule applies to and is binding upon the Company, the AIMPE and Employees thereof employed on support Vessels engaged in or in connection with the Australian offshore oil and gas industry by the Company.

### 2 Salary.

2.1 Rates of pay shall be in accordance with the tables in Clause 13 at the 100% or 107% rate;

Support Vessel Division 1 - Up to & including 6,710kW (8,999 BHP) = 100% rate

Support Vessel Division 2 - greater than 6,710kW (8,999 BHP) = 107% rate

### 3. Manning

3.1 The manning of all support Vessels covered by this Schedule will be determined in accordance with clause 9B, with the principal consideration that Engineer Officers when in charge of the engineering department or watch keeping do not suffer from fatigue.

4. The following manning provisions shall apply

4.1 For 24 hour operations the minimum manning shall be a Chief Engineer Officer, one First Engineer Officer one Second Engineer Officer.

For less than 24 hour operations the minimum manning shall be a Chief Engineer Officer and one First Engineer Officer.

4.2 The minimum manning referred to in Clause 3.1 of this Schedule will not apply when:

4.2.1 Clause 9B cannot be complied with; or

4.2.2 The safe manning certificate prescribes additional manning; or

4.2.3 On Vessels where any of Appendix 2 applies

in which case the minimum manning will be at least a Chief Engineer Officer, a First Engineer Officer and a Second Engineer Officer.

4.3 On a Vessel engaged in continuous operations or where the Vessel is required to carry out additional operations to the Vessel's dedicated operation, and the Chief Engineer considers it probable that the engineering Officers cannot comply with clause 9B then, following advice to the master of the Vessel and consultation with shore based management, an additional Engineer Officer will become part of the manning for that period;

4.3.1 In order for the Chief Engineer to comply with clause 9 and so that all Engineer Officers can comply with Marine Order 28 Part 4, the Company will inform the Chief Engineer if the charterer requires the Vessel to be available for continuous operations.

4.3.2 Where the Company declines to supply an extra Engineer Officer the provisions of clause 9B.5 will apply.

4.4 For Vessels not equipped to run with unmanned machinery spaces (UMS) refer to Appendix One *Manning Guidelines and Principles*.

4.5 For carriage of extra Engineer/s refer to Appendix Two *Carriage of Extra Engineers*.



5. Carriage of Extra Personnel
  - 5.1 Where the total number of persons accommodated on board exceeds agreed numbers an allowance may be paid. Refer to clause 19.8 *Carriage of Extra Personnel*.
6. Leave Swings Leave will be taken on the basis of:
  - 6.1 Southern waters operations - four weeks on, four weeks off
  - 6.2 All other areas - five weeks on, five weeks off.
7. Shared Accommodation
  - 7.1 Where an Engineer Officer is required to share a cabin they may be entitled to an additional allowance. Refer to Clause 19.4 *Shared Accommodation*.
8. Maintenance of Vessels over 8,999 HP
  - 8.1 It is acknowledged that this class of Vessel at times requires supplementary technical support to maintain plant and equipment on uninterrupted service. Such requirements are not constant but rather are an on occasional basis. Where the Chief Engineer advises that such genuine need has arisen and after consultation with the Company's technical representatives, The Company will provide additional assistance to the Engineer Officers to overcome the maintenance backlog. (see Appendix 2)

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## SCHEDULE 2 - SUPPLY VESSELS / FPSO SUPPORT VESSELS

### 1 Application

1.1 This Schedule applies to and is binding upon the Company, the AIMPE and the Employees thereof employed on support Vessels engaged in or in connection with the Australian offshore oil and gas industry by the Company.

### 2 Salary.

2.1 Rates of pay shall be in accordance with the tables in Clause 13 at the 96% or 100% rate;

Supply Vessel Division 2 - up to and including 64m in length. 96% rate

Supply Vessel Division 1 - over 64m in length. 100% rate

### 3. Manning

3.1 The manning of all support Vessels covered by this Schedule will be determined in accordance with Clause 9B, with the principal consideration that Engineer Officers when in charge of the engineering department or watch keeping do not suffer from fatigue.

4. The following manning provisions shall apply

4.1 For 24 hour operations the minimum manning shall be a Chief Engineer Officer, one First Engineer Officer one Second Engineer Officer.  
For less than 24 hour operations the minimum manning shall be a Chief Engineer Officer and one First Engineer Officer.

4.2 The minimum manning referred to in Clause 3.1 of this Schedule will not apply when:



4.2.1 Clause 9B cannot be complied with; or

4.2.2 The safe manning certificate prescribes additional manning; or

4.2.3 On Vessels where any of Appendix 2 applies

in which case the minimum manning will be at least a Chief Engineer Officer, a First Engineer Officer and a Second Engineer Officer.

4.3 On a Vessel engaged in continuous operations or where the Vessel is required to carry out additional operations to the Vessel's dedicated operation, and the Chief Engineer considers it probable that the engineering Officers cannot comply with Clause 9B then, following advice to the master of the Vessel and consultation with shore based management, an additional Engineer Officer will become part of the manning for that period;

4.3.1 In order for the Chief Engineer to comply with clause 9 and so that all Engineer Officers can comply with Marine Order 28 Part 4, the Company will inform the Chief Engineer if the charterer requires the Vessel to be available for continuous operations.

4.3.2 Where the Company declines to supply an extra Engineer Officer the provisions of clause 9B.5 will apply.

4.4 For Vessels not equipped to run with unmanned machinery spaces (UMS) refer to Appendix One *Manning Guidelines and Principles*.

4.5 For carriage of extra Engineer/s refer to Appendix Two *Carriage of Extra Engineers*.

5. Carriage of Extra Personnel

5.1 Where the total number of persons accommodated on board exceeds agreed numbers an allowance may be paid. Refer to Clause 19.8 *Carriage of Extra Personnel*.

6. Leave Swings Leave will be taken on the basis of:

6.1 Southern waters operations - four weeks on, four weeks off

6.2 All other areas - five weeks on, five weeks off.

7. Shared Accommodation

7.1 Where an Engineer Officer is required to share a cabin they may be entitled to an additional allowance. Refer to Clause 19.4 *Shared Accommodation*.

8. Maintenance of Vessels over 8,999 HP

8.1 It is acknowledged that this class of Vessel at times requires supplementary technical support to maintain plant and equipment on uninterrupted service. Such requirements are not constant but rather are an on occasional basis. Where the Chief Engineer advises that such genuine need has arisen and after consultation with the Company's technical representatives, the Company will provide additional assistance to the Engineer Officers to overcome the maintenance backlog. (see Appendix 2)



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### SCHEDULE 3 - STANDBY/UTILITY VESSELS

#### 1 Application

1.1 This schedule applies to and is binding upon the Company, the AIMPE and the members thereof employed on support Vessels engaged in or in connection with the Australian offshore oil and gas industry by the Company.

#### 2 Salary.

2.1 Rates of pay shall be in accordance with the tables in Clause 13 at the 93% rate; Stand-by/Utility Vessels 93% rate.

#### 3. Manning

3.1 The manning of all support Vessels covered by this Schedule will be determined in accordance with clause 9B, with the principal consideration that Engineer Officers when in charge of the engineering department or watch keeping do not suffer from fatigue.

4. The following manning provisions shall apply

4.1 The minimum manning shall be one Chief Engineer Officer,

4.2 The minimum manning referred to in clause 3.1 of this Schedule will not apply when:

4.2.1 Clause 9B cannot be complied with; or

4.2.2 The safe manning certificate prescribes additional manning; or

4.2.3 On Vessels where any of Appendix 2 applies

in which case the minimum manning will be at least a Chief Engineer Officer and a First Engineer Officer.

Where the addition to the manning of a First Engineer does not resolve issues raised by sub-clauses 4.2.1, 4.2.2, and 4.2.3, a Second Engineer Officer will be supplied.

4.3 On a Vessel engaged in continuous operations or where the Vessel is required to carry out additional operations to the Vessel's dedicated operation, and the Chief Engineer considers it probable that the engineering Officers cannot comply with clause 9B then, following advice to the master of the Vessel and consultation with shore based management, an additional Engineer Officer will become part of the manning for that period;

4.3.1 In order for the Chief Engineer to comply with clause 9 and so that all Engineer Officers can comply with Marine Order 28 Part 4, the Company will inform the Chief Engineer if the charterer requires the Vessel to be available for continuous operations.

4.3.2 Where the Company declines to supply an extra Engineer Officer the provisions of clause 9B.5 will apply.

4.4 For Vessels not equipped to run with unmanned machinery spaces (UMS) refer to Appendix One *Manning Guidelines and Principles*.

4.5 For carriage of extra Engineer/s refer to Appendix Two *Carriage of Extra Engineers*.

5. Carriage of Extra Personnel



5.1 Where the total number of persons accommodated on board exceeds agreed numbers an allowance may be paid. Refer to clause 19.8 *Carriage of Extra Personnel*.

6. Leave Swings

Leave will be taken on the basis of:

6.1 Southern waters operations - four weeks on, four weeks off

6.2 All other areas - five weeks on, five weeks off.

7. Shared Accommodation

7.1 Where an Engineer Officer is required to share a cabin they may be entitled to an additional allowance. Refer to clause 19.4 *Shared Accommodation*.

8. Maintenance of Vessels over 8,999 HP

8.1 It is acknowledged that this class of Vessel at times requires supplementary technical support to maintain plant and equipment on uninterrupted service. Such requirements are not constant but rather are an on occasional basis. Where the Chief Engineer advises that such genuine need has arisen and after consultation with the Company's technical representatives, the Company will provide additional assistance to the Engineer Officers to overcome the maintenance backlog. (see Appendix 2)

9. Vessels temporarily engaged in the carriage and handling of cargo. See clause 19.5

10. A stand-by Vessel will not leave location unless another Vessel is available and designated to perform the stand-by duties.

11. Vessels temporarily engaged in survey work

11.1 Where a Stand-by/Utility Vessel is temporarily engaged in survey work, other than seismic survey described in Schedule 5 of this Agreement, the manning shall be as prescribed in subclause (3) of this Schedule. Should the Vessel be required to carry additional personnel, then the conditions of clause 19.8 *Carriage of Extra Personnel* shall apply.

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## SCHEDULE 4 - SELF PROPELLED DRILLING VESSELS

1 Application

1.1 This Schedule applies to and is binding upon the Company and the AIMPE and the Employees thereof employed on self propelled drilling Vessels engaged in the Australian offshore oil and gas industry by the Company.

Where the Company engages maritime personnel, eligible to be members of the AIMPE on a thruster assisted Vessel, then the provisions of this Schedule shall apply.

2 Salary.

2.1 Rates of pay shall be in accordance with the tables in Clause 13 at the 100% or 107% rate;

Self Propelled Drilling Vessels - Drill Ships, DP MODU's 107% rate





Self Propelled Drilling Vessels - Semi-Submersibles 100% rate

### 3. Manning

3.1 The marine manning of propelled drilling Vessels imported into Australia, to work in the offshore oil and gas industry, is based upon the benchmark manning below. This crewing scale applies unless the parties agree that operational requirements require otherwise.

3.2 However, the parties will separately negotiate the marine manning level to apply in the case of any rig mobilisation, demobilisation, or shift that will exceed seven days. In these negotiations, the parties will take into account, the competitive position and cost of the rig operators; the rig manning requirements and related matters and the proposed workload.

<b>Engineer Officer Manning</b>	
<b>Small Semi-Submersibles</b>	<b>Large Semi-Submersible and Drillships</b>
E.g. Diamond M general, Falcon and similar	E.g. Sedco 708 Zapata Arctic, Robert F Bauer and similar
	* 1 x Chief Engineer
* 1 x First Engineer	* 1 x First Engineer
* 2 x Second Engineer	* 2 x Second Engineer
* 1 x Electrician	* 1 x Electrician

3.3 If a small semi-submersible has a person performing the responsibilities and functions of a Chief Engineer on Board, then an Employee eligible to be an AIMPE member will be employed as a Chief Engineer in addition to the above manning.

3.4 Rig Mechanic duties will be performed by the First Engineer.

3.5 The above Engineer Officer manning for large semi-submersibles and drill-ships is based on the provision of manned engine rooms. Engineer Officer manning in the case of an unmanned engine room will be as discussed and agreed with the AIMPE.

### 4. Leave Swings

4.1 Leave will be taken on the basis of four weeks on, four weeks off.

### 5. Hard-lying

5.1 As appropriate, the parties will negotiate a hard-lying allowance having regard to the accommodation and recreation facilities and all other conditions associated with living on board a self propelled drilling Vessel.

### 6. Shared Accommodation

6.1 Where an Engineer Officer is required to share a cabin they may be entitled to an additional allowance. Refer to Clause 19.4 *Shared Accommodation*.



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## SCHEDULE 5 - SEISMIC SURVEY VESSELS

### 1. Application

1.1 This Schedule applies to and is binding upon the Company and the AIMPE and the Employees thereof employed on seismic survey Vessels engaged in the Australian offshore oil and gas industry by the Company.

### 2 Salary.

2.1 Rates of pay shall be in accordance with the tables in Clause 13 at the 100% rate;

Seismic Survey Vessels 100% rate

### 3. Manning

3.1 The manning of all seismic survey Vessels covered by this schedule will be determined in accordance with clause 9B, with the principal consideration that Engineer Officers when in charge of the engineering department or watch keeping do not suffer from fatigue.

4. The following manning provisions shall apply

4.1 The minimum manning shall be a Chief Engineer Officer, one First Engineer Officer and one Second Engineer Officer.

4.2 The minimum manning referred to in Clause 3.1 of this Schedule will not apply when:

4.2.1 Clause 9B cannot be complied with; or

4.2.2 The safe manning certificate prescribes additional manning; or

4.2.3 On Vessels where any of Appendix 2 applies

in which case the minimum manning will be at least a Chief Engineer Officer, a First Engineer Officer and a Second Engineer Officer.

4.3 On a Vessel engaged in continuous operations or where the Vessel is required to carry out additional operations to the Vessel's dedicated operation, and the Chief Engineer considers it probable that the engineering Officers cannot comply with clause 9B then, following advice to the master of the Vessel and consultation with shore based management, an additional Engineer Officer will become part of the manning for that period;

4.3.1 In order for the Chief Engineer to comply with clause 9 and so that all Engineer Officers can comply with Marine Order 28 Part 4, the Company will inform the Chief Engineer if the charterer requires the Vessel to be available for continuous operations.

4.3.2 Where the Company declines to supply an extra Engineer Officer the provisions of clause 9B.5 will apply.

4.4 For seismic survey Vessels not equipped to run with unmanned machinery spaces (UMS) or where on a UMS Vessel it is a requirement to constantly man the machinery space the minimum manning shall be as follows:

1 x Chief Engineer

1 x First Engineer



1 x Second Engineer

4.5 For carriage of extra Engineer/s refer to Appendix Two *Carriage of Extra Engineers*.

4.6 Manning of UMS classified support Vessels that have been converted for 24 hour Seismic Survey Operation and where it is intended to operate the Vessel in UMS mode minimum manning will be as follows:

1 x Chief Engineer

1 x First Engineer

**Note 1:** For Non-UMS Seismic Survey Vessels introduced/re-introduced after date of operation of the *Maritime Industry Offshore Oil and Gas Operations Award 1991* a second Engineer will be carried.

**Note 2:** Where it is established that a seismic Vessel has an electrician as a part of its normal complement then an Australian electrician shall form a part of the complement when the Vessel operates in the Australian industry.

5. Leave Swings

5.1 Leave will be on the basis of five weeks on, five weeks off; provided that crew change may occur up to seven days either side of this scheduled crew change date.

6. Shared Accommodation

6.1 Where an Engineer Officer is required to share a cabin they may be entitled to at a additional allowance. Refer to clause 19.4 *Shared Accommodation*.

7. Crew Change Transportation

7.1 The Company will endeavour to obtain reservations on scheduled commercial flights as a matter of practice but retain the right to use charter flights where necessary. Where the Vessel is equipped with a fully certified heli-deck changes may take place by helicopter transport.

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## SCHEDULE 6 - FLEET ELECTRICIAN

1 Fleet Electrician.

1.1 The Company may employ a 'Fleet Electrician' to carry out electrical maintenance and repair across the Company's fleet, including scheduled and unscheduled dockings. Where a fleet electrician is engaged they conditions of employment will be in accordance with this Schedule.

2 Existing conditions.

2.1 All existing conditions of employment to be maintained except for the following changes:

3 Salary.

3.1 Rates of pay shall be in accordance with the tables in Clause 13 at the 100% rate;  
4 Leave.



4.1 When employed on Vessel refits in dry dock etc, leave shall accrue at equal time. When employed on a seagoing Vessel leave shall accrue at 1 days leave for each day of duty. To compensate for time spent travelling, public holidays and seagoing assignments a period of 14 days annual leave shall accrue for each 12 months service.

#### 5 Superannuation.

5.1 Superannuation payments by the Company shall be in accordance with clause 20 of this Agreement.

#### 6 Long Service Leave.

6.1 Long service leave (LSL) shall accrue in accordance with the relevant State Long Service Leave Act.

#### 7 Allowances.

7.1 Victualling, accommodation and taxi allowances shall be in accordance with clause 19 of this Agreement.

#### 8 Industrial Clothing.

8.1 All industrial clothing will be supplied by the Company at no expense to the fleet electrician.

#### 9 Redundancy.

9.1 Should the position of Fleet Electrician cease to exist then the incumbent shall be paid redundancy pay of three weeks' salary per year of service for each completed year and pro-rata for completed months. The rate paid shall be the rate to which they were entitled at the time of termination.

#### 10 Compassionate Leave

10.1 The Fleet Electrician shall be entitled to compassionate leave as per clause 27 of this Agreement.

#### 11 Counselling Service.

11.1 The Fleet Electrician shall be entitled to access to a counselling service as per clause 55 of this Agreement.

#### 12 Flight Club Membership.

12.1 The Fleet Electrician shall be entitled to flight club membership as per clause 31 of this Agreement.

#### 13 Termination of Employment.

13.1 Termination of employment of the Fleet Electrician shall be as per clause 34 of this Agreement.

#### 14 Damage to Personal Effects.

14.1 The Fleet Electrician shall be entitled to compensation for damage to personal effects as per clause 39 of this Agreement.



15 Medicals and Passport.

15.1 The Fleet Electrician shall be entitled to reimbursement as per clause 44 of this Agreement.

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## SCHEDULE 7 - VESSELS ENGAGED IN OPERATIONS IN THE NORTH-WEST SHELF COASTAL AREAS

### 1 Application

1.1 This Schedule applies to tugs, and shallow draught Vessels, such as landing craft, utility Vessels and multi-function Vessels operated by the Company in or in association with oil and gas operations in the Northwest Shelf Coastal areas.

1.2 Coastal areas and islands between North West Cape and Dampier Archipelago;

1.3 Coastal areas and islands enclosed by latitudes 200 and 220 south, longitudes 114 and 117 east;

1.4 Coastal areas associated with Onslow and local oil and gas field developments (including Barrow, Thevenard, Airlie and Lowendal Islands).

### 2 Salary.

2.1 Rates of pay shall be in accordance with the tables in Clause 13 at the percentages shown below;

Cat. 1

FPSO Support Vessels = 96% rate

Cat. 2

Utility Vessels & Landing Barges = 90% rate

The North West Shelf coastal Vessels listed in letters exchanged between the parties and their replacements which are less than 30 metres in length will be paid the 90% rate when not predominately undertaking a task that is paid at 93% or greater.

Cat. 3

Mooring Assist - Utility Vessels = 85% rate

**NOTE:** Where a Deck Officer or rating is manning a Schedule 7 - Cat. 3 Vessel under an agreement which delivers a salary greater than 85% of the Schedule 1, Div 1 rates of this Agreement, the AIMPE member will have his salary adjusted to maintain offshore EBA relativities.

### 3. Manning

3.1 The manning of all support Vessels covered by this Schedule will be determined in accordance with clause 9B, with the principal consideration that Engineer Officers when in charge of the engineering department or watch keeping do not suffer from fatigue.

3.2 The following manning provisions shall apply

3.1 The minimum manning shall be one Chief Engineer Officer,



3.2 The minimum manning referred to in clause 3.1 of this Schedule will not apply when:

3.2.1 Clause 9B cannot be complied with; or

3.2.2 The safe manning certificate prescribes additional manning; or

3.2.3 On Vessels where any of Appendix 2 applies

in which case the minimum manning will be at least a Chief Engineer Officer and a First Engineer Officer.

Where the addition to the manning of a First Engineer does not resolve issues raised by sub-clauses 3.2.1, 3.2.2, and 3.2.3, a Second Engineer Officer will be supplied.

3.3 On a Vessel engaged in continuous operations or where the Vessel is required to carry out additional operations to the Vessel's dedicated operation, and the Chief Engineer considers it probable that the engineering Officers cannot comply with clause 9B then, following advice to the master of the Vessel and consultation with shore based management, an additional Engineer Officer will become part of the manning for that period;

3.3.1 In order for the Chief Engineer to comply with clause 9 and so that all Engineer Officers can comply with Marine Order 28 Part 4, the Company will inform the Chief Engineer if the charterer requires the Vessel to be available for continuous operations.

3.3.2 Where the Company declines to supply an extra Engineer Officer the provisions of clause 9B.5 will apply.

3.4 For Vessels not equipped to run with unmanned machinery spaces (UMS) refer to Appendix One *Manning Guidelines and Principles*.

3.5 For carriage of extra Engineer/s refer to Appendix Two *Carriage of Extra Engineers*.

4. Cleaning Quarters

4.1 The master of the Vessel will ensure that living quarters, passengers' accommodation, mess rooms, recreation rooms, bathrooms and lavatories are thoroughly cleaned daily

5. Scope of Work

5.1 All Vessels engaged under this Schedule will be able to service any barge, rig, platform or any operation for which the Vessel is capable.

5.2 The scope of work will also include anchor handling in shallow water, supply, stand-by, dive support, berth assist, survey, environmental protection/inspection Vessels, ROV operations and towing.

6. Shared Accommodation

6.1 Where an Engineer Officer is required to share a cabin they may be entitled to an additional allowance. Refer to clause 19.4 *Shared Accommodation*.

Guide to schedules for Vessels working in the area defined in clause 1 of this Schedule.



Scope of Works	
Support Vessel Cat 2 under 8999bhp	100%
FPSO Support/Supply	96%
Platform/Rig Supply under 64m	96%
Supply Vessel Cat 1 under 64m	96%
Site Survey	93%
Seismic Survey	100%
Shallow Water Seismic	93%
Chase Boat	96%
Standby	93%
North West Coastal under 30m*	90%
North West Coastal over 30m**	93%
Multifunction/Utility Vessel***	96%

\* Includes crew boats, line boats, landing barges, shallow water tug operations where the Vessel is less than 30m in length and operating in the NW Coastal Area.

\*\* Includes crew boats, line boats, landing barges, shallow water tug operations where the Vessel is more than 30m in length and operating in the NW Coastal Area.

\*\*\* This category applies to Vessels that are less than 35m in length and are operating anywhere in Australia in a

support Vessel role but are not designed or equipped to operate as an AHTS. Tasks that may be undertaken by such a Vessel include ROV, air dive support, carriage of cargo and hyperbaric rescue

## SCHEDULE 8 - SPECIALISED VESSELS

### 1. Application

1.1 This Schedule applies to and is binding upon the Company and the AIMPE and the Employees thereof employed on specialist Vessels engaged in project work in connection with the Australian offshore oil and gas industry by the Company.

### 2 Salary.

2.1 Rates of pay shall be in accordance with the tables in clause 13 at the 117% rate;

Specialised Vessel. 117% rate

### 3. Manning

3.1 The manning of individual specialist Vessels will be agreed by the parties having regard to the following provisions

3.1 The manning of all specialist Vessels covered by this Schedule will be determined in accordance with clause 9B, with the principal consideration that Engineer Officers when in charge of the engineering department or watch keeping do not suffer from fatigue.

### 4. The following manning provisions shall apply

4.1 The minimum manning shall be a Chief Engineer Officer, one First Engineer Officer and one Second Engineer Officer or as agreed.

4.2 The minimum manning referred to in clause 4.1 of this Schedule will not apply when:

4.2.1 Clause 9B cannot be complied with; or

4.2.2 The safe manning certificate prescribes additional manning; or

4.2.3 On Vessels where any of Appendix 2 applies



in which case the minimum manning will be further discussed and agreed between the parties.

4.3 On a Vessel engaged in continuous operations or where the Vessel is required to carry out additional operations to the Vessel's dedicated operation, and the Chief Engineer considers it probable that the engineering Officers cannot comply with clause 9B then, following advice to the master of the Vessel and consultation with shore based management, an additional Engineer Officer will become part of the manning for that period;

4.3.1 In order for the Chief Engineer to comply with clause 9 and so that all Engineer Officers can comply with Marine Order 28 Part 4, the Company will inform the Chief Engineer if the charterer requires the Vessel to be available for continuous operations.

4.3.2 Where the Company declines to supply an extra Engineer Officer the provisions of clause 9B.5 will apply.

4.4 For Vessels not equipped to run with unmanned machinery spaces (UMS) refer to Appendix One *Manning Guidelines and Principles*.

4.5 For carriage of extra Engineer/s refer to Appendix Two *Carriage of Extra Engineers*.

5. Leave Swings

5.1 Leave swings will be as agreed by the parties.

6. Shared Accommodation

6.1 Where an Engineer Officer is required to share a cabin they may be entitled to an additional allowance. Refer to clause 19.4 *Shared Accommodation*.

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## SCHEDULE 9 - SITE SURVEY VESSELS

1. Application

1.1 This schedule applies to and is binding upon the Company and the AIMPE and the Employees thereof employed on Vessels engaged on site survey work in connection with the Australian offshore oil and gas industry by the Company.

2 Salary.

2.1 Rates of pay shall be in accordance with the tables in Clause 13 at the 93% rate.

3. Manning

3.1 The manning of all support Vessels covered by this schedule will be determined in accordance with Clause 9B, with the principal consideration that Engineer Officers when in charge of the engineering department or watch keeping do not suffer from fatigue.

4. The following manning provisions shall apply

4.1 The minimum manning shall be one Chief Engineer Officer,

4.2 The minimum manning referred to in Clause 3.1 of this Schedule will not apply when:





4.2.1 Clause 9B cannot be complied with; or

4.2.2 The safe manning certificate prescribes additional manning; or

4.2.3 On Vessels where any of Appendix 2 applies

in which case the minimum manning will be at least a Chief Engineer Officer and a First Engineer Officer.

Where the addition to the manning of a First Engineer does not resolve issues raised by sub-clauses 4.2.1, 4.2.2, and 4.2.3, a Second Engineer Officer will be supplied.

4.3 On a Vessel engaged in continuous operations or where the Vessel is required to carry out additional operations to the Vessel's dedicated operation, and the Chief Engineer considers it probable that the engineering Officers cannot comply with clause 9B then, following advice to the master of the Vessel and consultation with shore based management, an additional Engineer Officer will become part of the manning for that period;

4.3.1 In order for the Chief Engineer to comply with clause 9 and so that all Engineer Officers can comply with Marine Order 28 Part 4, the Company will inform the Chief Engineer if the charterer requires the Vessel to be available for continuous operations.

4.3.2 Where the Company declines to supply an extra Engineer Officer the provisions of clause 9B.5 will apply.

4.4 For Vessels not equipped to run with unmanned machinery spaces (UMS) refer to Appendix One *Manning Guidelines and Principles*.

4.5 For carriage of extra Engineer/s refer to Appendix Two *Carriage of Extra Engineers*.

4.6 Where operations are carried out on a 24 hour day continuous basis, the manning will be discussed by the parties having regard to Appendix 1 & 2 and clause 9B of this Agreement.

5. Shared Accommodation

5.1 Where an Engineer Officer is required to share a cabin they may be entitled to an additional allowance. Refer to clause 19.4 Shared Accommodation.

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## SCHEDULE 10 - SHALLOW WATER SEISMIC VESSELS -

1. Application

1.1 This Schedule applies to and is binding upon the Company and the AIMPE and the Employees thereof employed on shallow water seismic Vessels engaged in the Australian offshore oil and gas industry by the Company.

2 Salary.

2.1 Rates of pay shall be in accordance with the tables in clause 13 at the 93% rate;

Shallow Water Seismic Vessels = 93% rate



### 3. Manning

3.1 The marine manning of seismic survey Vessels engaged in seismic survey work in shallow water (as defined) will be in accordance with operational needs. The following will be regarded as minimum manning as a basis of determining the manning of individual Vessels.

**Note:** The manning set out below has been established having regard to the fact that work to be undertaken in accordance with the Schedule will be carried out in daylight hours also refer to Appendix 1 of this Agreement.

3.2 Vessels (other than runabouts with outboard motors) 20-60 Metres 1 x Chief Engineer

3.3 The manning of all shallow water seismic Vessels covered by this Schedule will also be determined in accordance with clause 9B, with the principal consideration that Engineer Officers when in charge of the engineering department or watch keeping do not suffer from fatigue.

4. The following manning provisions shall also apply

4.1 The minimum manning shall be one Chief Engineer Officer,

4.2 The minimum manning referred to in clause 3.1 of this Schedule will not apply when:

4.2.1 Clause 9B cannot be complied with; or

4.2.2 The safe manning certificate prescribes additional manning; or

4.2.3 On Vessels where any of Appendix 2 applies

in which case the minimum manning will be at least a Chief Engineer Officer and a First Engineer Officer.

Where the addition to the manning of a First Engineer does not resolve issues raised by sub-clauses 4.2.1, 4.2.2, and 4.2.3, a Second Engineer Officer will be supplied.

4.3 On a Vessel engaged in continuous operations or where the Vessel is required to carry out additional operations to the Vessel's dedicated operation, and the Chief Engineer considers it probable that the engineering Officers cannot comply with clause 9B then, following advice to the master of the Vessel and consultation with shore based management, an additional Engineer Officer will become part of the manning for that period;

4.3.1 In order for the Chief Engineer to comply with clause 9 and so that all Engineer Officers can comply with Marine Order 28 Part 4, the Company will inform the Chief Engineer if the charterer requires the Vessel to be available for continuous operations.

4.3.2 Where the Company declines to supply an extra Engineer Officer the provisions of clause 9B.5 will apply.

4.4 For Vessels not equipped to run with unmanned machinery spaces (UMS) refer to Appendix One *Manning Guidelines and Principles*.

4.5 For carriage of extra Engineer/s refer to Appendix Two *Carriage of Extra Engineers*.

4.6 Where operations are carried out on a 24 hour day continuous basis, the manning will be discussed by the parties having regard to Appendix 1 & 2 and clause 9B of this Agreement.



5. Shared Accommodation

5.1 Where an Engineer Officer is required to share a cabin they may be entitled to an additional allowance. Refer to clause 19.4 *Shared Accommodation*.

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**SCHEDULE 11 – GEOTECHNICAL DRILLING VESSELS**

1 Application

1.1 This Schedule applies to and is binding upon the Company, the AIMPE and the Employees thereof employed on geotechnical drilling Vessels engaged in or in connection with the Australian offshore oil and gas industry by the Company.

2 Salary.

2.1 Rates of pay shall be in accordance with the tables in clause 13 at the 100% or 104% rate;

Geotechnical Drilling Vessels Division 1 – 100% rate  
Geotechnical Drilling Vessels Division 2 – 104% rate

3. Manning

3.1 The manning of all Geotechnical Drilling Vessels covered by this Schedule will be determined in accordance with clause 9B, with the principal consideration that Engineer Officers when in charge of the engineering department or watch keeping do not suffer from fatigue.

4. The following manning provisions shall apply

4.1 The minimum manning shall be a Chief Engineer Officer, one First Engineer Officer and one Second Engineer Officer. Where the established manning includes an Electrical Engineer Officer and/or an ETO then the Australian manning will include these personnel.

Manning may vary from the above by agreement in the project Memorandum of Understanding (MoU).

4.2 The minimum manning referred to in subclause 4.1 of this Schedule will not apply when:

4.2.1 Clause 9B cannot be complied with; or

4.2.2 The safe manning certificate prescribes additional manning; or

4.2.3 On Vessels where any of Appendix 2 applies

in which case the minimum manning will be as agreed between the parties and reflected in the MoU.

4.3 On a Vessel engaged in continuous operations or where the Vessel is required to carry out additional operations to the Vessel's dedicated operation, and the Chief Engineer considers it probable that the engineering Officers cannot comply with clause 9B then, following advice to the Master and consultation with shore based management, an additional Engineer Officer will become part of the manning for that period;



4.3.1 In order for the Chief Engineer to comply with clause 9 and so that all Engineer Officers can comply with Marine Order 28 Part 4, the Company will inform the Chief Engineer if the charterer requires the Vessel to be available for continuous operations.

4.3.2 Where the Company declines to supply an extra Engineer Officer the provisions of clause 9B.5 will apply.

4.4 For Vessels not equipped to run with unmanned machinery spaces (UMS) refer to Appendix One *Manning Guidelines and Principles*.

4.5 For carriage of extra Engineer/s refer to Appendix Two *Carriage of Extra Engineers*.

5. Carriage of Extra Personnel

5.1 Where the total number of persons accommodated on board exceeds agreed numbers an allowance may be paid. Refer to clause 19.8 *Carriage of Extra Personnel*.

6. Leave Swings Leave will be taken on the basis of:

6.1 Southern Waters operations - four weeks on, four weeks off or as agreed in the MoU.

6.2 All other areas - five weeks on, five weeks off or as agreed in the MoU.

7. Shared Accommodation

7.1 Where an Engineer Officer is required to share a cabin they may be entitled to an additional allowance. Refer to clause 19.4 *Shared Accommodation*.

8. Maintenance of Vessels over 8,999 HP

8.1 It is acknowledged that this class of Vessel at times requires supplementary technical support to maintain plant and equipment on uninterrupted service. Such requirements are not constant but rather are an occasional basis. Where the Chief Engineer advises that such genuine need has arisen and after consultation with the Company's technical representatives, The Company will provide additional assistance to the Engineer Officers to overcome the maintenance backlog. (see Appendix 2).

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## APPENDIX ONE

**COMPANY SPECIFIC**

This appendix may vary between employers



## APPENDIX TWO

### ENGINEER MANNING GUIDELINES AND PRINCIPLES FOR NON UMS VESSELS IN THE OFFSHORE OIL AND GAS SECTOR

#### INTRODUCTION

1. The parties agree to review the manning of Vessels without UMS notation or equivalent covered by this Agreement, in accordance with the following principles and guidelines.

2. Engineer Officer's hours of work in the Australian offshore oil and gas industry is governed by the following:

\* Hours of work under normal circumstances shall be eight hours per day. The parties acknowledge that the actual hours worked at sea or in port under normal circumstances may be up to 12 per day.

\* *The Standards of Training, Certification and Watch keeping 1995 (STCW '95)*, and Australian Marine Orders stipulate that watch personnel shall have a minimum of 10 hours rest in any 24 hour period. Marine Orders also note that the minimum rest periods should not be interpreted as implying that all other hours may be devoted to watch keeping or other duties.

\* The 24 hour period is calculated from the commencement of the watch and not from 00.00 hours.

\* The 10-hour rest period may be divided into no more than two periods, one of which must be at least six hours.

3. When determining appropriate manning to enable the watch keeping Engineer Officers to comply with the above the following shall be taken into account.

\* The capacity of alarms and machinery protection devices to satisfactorily monitor and protect machinery state and the environment, in the machinery space.

\* The Vessel type, scope of work, including the Vessel's hours of operation and area of operation.

\* Whether or not the machinery space has fitted in it a control room and the level of soundproofing and air conditioning of the control room.

#### VESSEL WITH ONE ENGINEER, Non-UMS

1. Where the Vessel is fitted with an air-conditioned and soundproofed control room; the Engineer will work a 12-hour shift and the Vessel then goes to rest (anchor/mooring/wharf).

2. Where there is no air-conditioned and soundproofed control room; the Engineer will work a 12 hour shift and the Vessel then goes to rest (anchor/mooring/wharf) provided that such a Vessel will comply with the following:

2.1. Have fitted in machinery spaces a fire detection system capable of automatically detecting and indicating the presence of smoke and/or fire by both audible and visual alarm at the normal navigating position.

2.2. Have fitted in the machinery spaces a bilge level alarm with an audible and visual alarm located near the normal navigating position.

2.3. Have fitted to the propulsion machinery and electrical generating machinery means of detecting:

2.3.1. Abnormal engine oil pressure

2.3.2. Abnormal cooling water temperature

2.3.3. Abnormal gearbox oil pressure

2.3.4. Abnormal oil temperature

With at least a common audible and visual alarm in the accommodation area and wheelhouse



3. Where there is no air-conditioned and soundproofed control room and the Vessel does not comply with the provisions in 2; the Engineer will work a maximum of eight hours in the engine-room whilst underway in any 12 hour shift and then be available for additional maintenance/paperwork for up to four hours whilst the Vessel is at rest (anchor/mooring/wharf).

**VESSEL WITH TWO ENGINEERS, Non-UMS**

4. Where the Vessel is fitted with an air-conditioned and soundproofed control room; each Engineer will work alternate 12-hour shifts.

5. Where there is no air-conditioned and soundproofed control room; the Engineers will each work alternate 12 hour shifts provided that such a Vessel will comply with the following:

5.1. Have fitted in machinery spaces a fire detection system capable of automatically detecting and indicating the presence of smoke and/or fire by both audible and visual alarm at the normal navigating position.

5.2. Have fitted in the machinery spaces a bilge level alarm with an audible and visual alarm located near the normal steering position.

5.3. Have fitted to the propulsion machinery and electrical generating machinery means of detecting:

5.3.1. Abnormal engine oil pressure

5.3.2. Abnormal cooling water temperature

5.3.3. Abnormal gearbox oil pressure

5.3.4. Abnormal oil temperature

With at least a common audible and visual alarm in the accommodation area and wheelhouse

6. Where there is no air-conditioned and soundproofed control room and the Vessel does not comply with the provisions in 5; the Engineers will each work a maximum of eight hours in the Engine-room whilst underway in any 12 hour shift and then be available for additional maintenance/paperwork for up to four hours whilst the Vessel is at rest (anchor/mooring/wharf).

7. For Vessels falling under paragraph 6 which operate for 24hrs/day on a continuous basis, then it is accepted that engineering manning of those Vessels will be three.

\* Class Societies will assign a notation to signify that the machinery space may be left unattended for a period of time. Different class societies have different notations and rules, Engineer Officers need to familiarise themselves with their Vessels class society notation and the relevant rules.



### APPENDIX THREE

#### CARRIAGE OF EXTRA ENGINEERS

The overriding consideration in determining engineering manning shall be the

- Vessel's safe manning certificate;
- Provisions of STCW95.
- operational requirements of the Vessel; and

Manning for Vessels covered by Schedules One and Two will be two Engineers. When the Vessel is engaged in the following operations preventing compliance with STCW95, the manning will be three Engineers.

- Rig Shift (To reflect the need for Engineers to carryout engine room watches and anchor handling winch operations on continuous rig operations)
- Continuous winch operations associated with anchor handling (to reflect the need for supporting barges).
- Non U.M.S. Vessels undertaking extended tow (500 miles or more, or 72 hour or more duration)
- Non U.M.S. Vessels undertaking voyages of 1000 miles or more
- Non U.M.S. Vessel mobilizing from foreign port
- Vessel operating continuously within the 500 metre zone of a platform (subject to Flag state requirement)
- Non UMS AHTS on 24 hour continuous operations or
- A UMS Vessel operating in non UMS mode on 24 hour continuous operations
- A UMS Vessel OSV operating at an offshore installation or facility which requires 24 hour cargo operations.

#### Heavy Work Load and other Requirements.

A Vessel may at times require supplementary technical support to maintain plant and equipment to prevent breakdown. Such requirements are not constant but rather on an ad-hoc basis. Where the Chief Engineer advises that such genuine need has arisen, and after consultation with the Company's technical representatives, the Company will provide additional assistance to the Engineer Engineers to address the maintenance issues.

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APPENDIX FOUR

COMPANY LIST

Adelaide Brighton Cement Limited	TT Line Company Pty Ltd
Adsteam Ofshore Pty Ltd	Union Shipping Australia Pty Ltd
Ampol Petroleum (Queensland) Pty Ltd	Western Australian Coastal Shipping Commission
ANL Limited (trading as Australian National Line)	Australian Offshore Services (a Division of P&O Maritime Services Pty Ltd)
ASP Ship Management	Dolphin Drilling Pty Ltd
Associated Steamships Pty Ltd	Farstad Shipping (Indian Pacific) Pty Ltd
Bhagwan Marine	Manning Services Australia Pty Ltd
Brambles Shipping (a Division of Brambles Holdings Ltd)	Mermaid Marine Australia Pty Ltd
The Broken Hill Proprietary Co Limited	Pacific Manning Co Pty Ltd
Caltex Tanker Company (Australia) Pty Ltd	Swire Pacific Ship Management (Australia) Pty Ltd
Cementco Shipping Pty Ltd	P&O Maritime Services Pty Ltd
Coal and Allied Industries Pty Ltd	Stirling Marine Services Pty Ltd (formerly Elder Prince Marine Services Pty Ltd)
Coal Operations Australia Limited	Tidewater Port Jackson Marine Pty Ltd Company Pty Ltd
Coastal Express Line	Total Marine Services Pty Ltd
CSR Limited	Western Geco (Australia) Pty Ltd
Eastern and Australian Steamship Co Ltd	BHP Petroleum Pty Ltd
Holyman Ltd	Mermaid Sound Port & Marine Services Pty Ltd
Howard Smith Industries Pty Ltd	
R.W. Miller (S.A.) Pty Ltd	
R.W. Miller (Tanker) Co Pty Ltd - (formerly R.W. Miller & Company Pty Ltd)	
The Transport Commission - (formerly Transport Department, Tasmania)	

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