

Offshore Oil & Gas Industry Bargaining Report

pre-amble

What is conveyed on following pages are reports of meetings with employers and the Australian Mines & Metals Association regarding renewal of AIMPE's offshore industry enterprise agreements.

We began this task with a meeting with all operators & AMMA, in Perth on 01 August 2012. The purpose of this meeting was to discuss and agree on a 'road-map' to begin the bargaining process.

When we started out with the invitation to all operators and AMMA to meet with AIMPE on 01 August we were mindful of two important issues to resolve.

1. If we were to bargain separately with each operator this could be a very long process. With 18 operators seeking to renew their enterprise agreements, if we dealt with them one by one, and each agreement took 6 months to conclude, we would still be going in 2022!
2. If we were to bargain with all operators collectively at the same time then if 'push comes to shove' the capacity to take protected industrial action may well be compromised because of alleged 'pattern bargaining.'

An attempt to secure from the employers some sort of indemnity from charges of pattern bargaining seemed the only option if we were to bargain with them all at the same time. We were acutely aware that such a guarantee was an unlikely outcome and even if it were arranged it probably would not avoid the force of law of the Fair Work Act.

The meeting on 01 August last year however achieved little except to expose AMMA's double standards. AMMA defended the employers' right to not have to deal with AIMPE if it chose to make a non-union agreement but when AIMPE demanded the same consideration, i.e., that we didn't want a couple of recalcitrant operators at this meeting, AMMA refused to agree.

A further meeting to attempt to pursue the above was convened in January this year. It failed again to procure any worthwhile outcome which could offer comfort to AIMPE and its members regarding the threat of pattern bargaining. We therefore chose, as we had to, to bargain with the operators' one on one.

Farstad had already advised AIMPE that it intended to go it alone so with negotiations set to commence with Farstad AIMPE decided to commence bargaining with Programmed Total Marine Services. We reasoned that by bargaining with an operator that only mans and operates its own vessels – Farstad, and at the same time but separately bargaining with an operator that only mans and (sometimes) operates other owner's vessels, we had covered the field.

We now also have commenced bargaining with Mermaid Marine and are contemplating commencing negotiations with one or two other offshore employers; management of our own resources will be a key issue in this decision.

Below are reproduced reports which have all been sent out to members and vessels for which we have email addresses, if you're not receiving these reports and wish to please send us your email address.

Based on past experience, with just 2 or 3 meetings under our belt, it is not surprising that there is scant progress to report. While operators are expressing a desire to have their agreements re-negotiated and locked-in by 31 July this year – the nominal expiry date of the existing agreements – such ambitions are exceedingly unlikely to be realised.

As we begin to go into the second half of 2013 without signing-off one of the issues to deal with will be retrospectivity of salary increases. AIMPE has put this on the table, which is we expect pay increases in the new agreement to take effect from 01 August 2013. The operators are just as forceful in their rejection of retrospectivity if the deal isn't done by 31 July 2013.

Members need to be well aware that this, and a number of other critical claims have the potential to require action at the workplace. We need all engineer officers working in the oil patch to be committed to the process and to be financial members of the Institute. Only by standing together will we achieve the outcomes we must have to secure your future in your chosen profession and that of those coming along behind you.

Phil Olsen & Michael Carroll.

NON SIBI SED OMNIBUS.



Ever mindful of the long drawn out negotiations during 2008/2009/2010, for the existing offshore agreements (EAs), it took more than eighteen months to conclude, AIMPE arranged for all the offshore employers to meet with AIMPE (and the AMOU) to discuss the procedure for renewal of the current EAs. This was set down for 1100hrs - 1300hrs, in Perth on 01 August 2012.

The Institute and Offshore Marine Services (OMS) also had a long standing recommendation from Commissioner Williams of Fair Work Australia (FWA) that the parties needed to engage with the rest of the (offshore) industry to discuss a matter regarding shorthanded situations. In a nutshell, AIMPE had a dispute with OMS over manning and shorthandedness which turned on the matter of the "agreed manning" as set out in the EA, and if one or more of the agreed manning positions was filled by an expatriate, not employed by the employer; did this constitute a shorthanded situation?

The Australian Mines & Metals Association (AMMA) which represented OMS in this dispute, had committed to arrange the meeting which Williams C recommended in July 2011, but after a number of enquiries to AMMA by AIMPE about this meeting, it became apparent that nothing had been done so we took it upon ourselves to organise the meeting. It was a no-brainer that once we got all the employers under the same roof we needed to extend the meeting to make plans for the new offshore EA negotiations.

Meanwhile, two recalcitrant offshore employers had seen fit to completely by-pass the union(s) and make non-union agreements direct with employees.

In January 2011, Samson Express Offshore registered a non-union agreement to cover work on vessels engaged to operate on Wharf and Jetty Marine Civil Construction Projects in Western Australia; the agreement covers engineers, masters, deckhands and crane

operators. Then on 15 May this year Samson lodged an application with FWA to register another non-union agreement called the Samson Maritime Wharf and Jetty Marine Civil Construction (Queensland) Enterprise Agreement 2012.

The Scope and Application of this agreement says This Agreement shall apply to the Company and its employees engaged in the classifications contained in Schedule 1 of this Agreement and engaged in work in respect to work within the nominated port and inshore work (as defined) in Queensland.

Schedule 1 lists the classifications as master, chief engineer, first engineer, chief officer, first officer, second officer, crane operator and deckhand.

AIMPE has held a number of meetings with Samson to address the matter of its anti-union attitude, and despite Samson making 'the right noises' it refuses to agree to an acceptable resolution to fix the problem.

Then around May this year AIMPE learnt that Bhagwan had approached its employees with the intent of negotiating with them an Inshore Construction Maritime Agreement and a number of Dredging Support Agreements; we did not come by this information courtesy of Bhagwan. Clearly, Bhagwan had decided to ignore AIMPE (and apparently the AMOU & the MUA) as significant stake holders in the maritime sector, and negotiate non-union deals.

AIMPE has held meetings with Bhagwan and been in Conference in FWA over these issues but Bhagwan continues to erect as many barriers as it can – or as it is advised to by AMMA – to opposing AIMPE's involvement.

In the context that these two companies had steadfastly refused to deal with AIMPE regarding their anti-union maneuvers, AIMPE told Samson & Bhagwan they were not welcome to participate in the general offshore industry forum to plan the way ahead for the next set of negotiations at the industry meeting

on 01 August.

In planning the way ahead for the new offshore industry enterprise agreements there would need to be some discussion around a number of sensitive issues; this would require good faith on both sides and given the recent behavior of Bhagwan and Samson there was a distinct absence of good faith.

The first part of the meeting convened by AIMPE on Wed 1st August, as outlined above discussed the OMS dispute and the issue of superannuation contributions and the tax payable on these contributions. Typically the operators, led by AMMA said no to any compromise on both matters.

AMMA then asked us to leave the room while it caucused its members on the next phase of the meeting – that to discuss and plan the upcoming offshore negotiations.

AMMA knew that we had previously informed Samson and Bhagwan that they would not be welcome during this phase of the 01 August meeting. (Incidentally Bhagwan chose not to attend the meeting at all, although Samson did attend and showed no signs of leaving).

This was not at all a statement from AIMPE that we would not deal with Samson & Bhagwan, we simply said they were not welcome in this collective forum and we would deal with them separately at a later date.

When we returned to the meeting – after the employers & AMMA had caucused – AMMA told AIMPE that it and its members were not prepared to continue the meeting without Samson Express present.

Let us just recap for a moment on what has caused the relationship between Samson Express Offshore and Bhagwan Marine to deteriorate....

It was Samson who knowingly bypassed AIMPE in making a non-union agreement for WA inshore maritime operations

It was Samson who knowingly bypassed AIMPE in making a non-union agreement for Queensland inshore maritime operations

It is Samson who has rejected our proposals to replace these non-union deals with union agreements.

It was Bhagwan who knowingly bypassed AIMPE in making a non-union agreement for WA inshore maritime operations

It was Bhagwan who knowingly bypassed AIMPE in proposing to its employees that it make a number of non-union agreement for maritime dredging support operations

It is Bhagwan who has rejected our proposals to become a bargaining representative, in any real sense of the term, to negotiate a genuine union inshore agreement

It is Bhagwan who has said categorically in a recent message to AIMPE "Accordingly, we don't see any benefit in Bhagwan entering negotiations directly with the AIMPE with respect to a dredging agreement".

Yet now, when AIMPE reverses the situation and tells Bhagwan and Samson we won't deal with them in the context of an industry meeting where a measure of good faith is

required – and none exists at this time between Bhagwan, Samson and the Institute – then AMMA claims the moral high ground and says Samson stay or there is no meeting!

An arrogant display of double standards by AMMA. The standard for employers according to AMMA, is to have the freedom to choose to deal or to not deal with a union. But when AIMPE seeks to exercise those very same rights i.e., when we choose to not deal with Bhagwan and Mermaid at this point in time, AMMA says that's not OK and unless we submit to AMMA's demands that Samson stay, the meeting will not go ahead.

Clearly AMMA's values depend on where one sits in the political divide. If you're an employer and you don't want to deal with a union – AMMA supports that view unconditionally. On the other hand, if you're a union and you don't want to deal with an employer – AMMA rejects that right absolutely!

Of course we were not party to the discussions between AMMA and its members during their caucus but a quick look around the room reveals a whole lot of new employer IR/HR people, most of who were not at the table during the last round of protracted negotiations. One could

be forgiven for thinking that just maybe AMMA are exerting a little too much influence over some of these uninitiated decision makers; we will soon find out when the negotiations get down and dirty which seems inevitable in the current environment.

AMMA has displayed a very cavalier attitude to its members in this issue. To assemble all the offshore employers in the same room, at the same time is not an easy task; it is deeply regrettable that by its prejudiced actions, AMMA completely wasted half a day of everyone's time.

Offshore agreement negotiations – January 2013

We will convene the first meeting for renewal of the offshore oil and gas enterprise agreements on Wednesday 13 February in Perth.

It is likely we will meet with just a single employer although the Australian Mines & Metals Association is suggesting a number of employers ought to be at this meeting.

The important issue of pattern bargaining has to be taken into account because a meeting with 2 or more employers may rule out protected industrial action.



Offshore Industry Bargaining 2013 – Farstad

Farstad Offshore negotiations

Bargaining negotiations with Farstad will get underway in Melbourne on 14th and 15th March with further meetings planned for 25th and 26th March.

Farstad took a stance some time ago, that it would negotiate separately from the other offshore operators.

Farstad members will be sought to participate in these meetings, if you'll be home on the above dates please contact AIMPE.

(NB: meetings planned for 25th & 26th March were cancelled)

Report Re: Farstad EBA meetings 14th & 15th March 2013 at Farstad Offices – Melbourne

Thursday 14th March

Attendance: AIMPE: Mark Leslie, Leslie Coelho, Nathan Niven

Farstad: Peter Barrow, Bob Venema, Amanda Cochrane (AMMA)

At 10am the Unions met with Farstad. Farstad presented their Good Faith Bargaining Protocol including a schedule of proposed dates for future meetings.

AIMPE informed the meeting that no further discussion would occur with the three Unions present in the same room. Meeting ended with Farstad agreeing to meet with AIMPE at 2pm to discuss the Farstad Claims.

At 2pm AIMPE and Farstad met to receive the Farstad Claims. AIMPE presented the AIMPE log and a copy of the draft Proposed Schedule 1.

Discussion took place identifying the priority issues for further discussion on Friday. It was agreed that AIMPE would meet Farstad together with the AMOU.

Friday 15th March 1pm

Attendance: AIMPE: Mark Leslie, Leslie Coelho, Henning Christiansen, Michael Bakhaazi, Nathan Niven

AMOU: J. Thompson, Dick

Farstad: Peter Barrow, Bob Venema, Amanda Cochrane (AMMA)

AIMPE presented Farstad with an updated Log of Claims/discussion items.

AIMPE requested as to why AMMA was in attendance and Farstad explained that they too were entitled to representation and were using Amanda as a legal resource. Her presence should not be construed as AMMA involvement. AIMPE reserved its rights in relation to her participation as the negotiations proceed.

Issues Discussed:

1. #5 AIMPE Log Winch Driving. AIMPE made it very clear to Farstad that the issues surrounding Winch Driving must be resolved in this EBA.
2. # 6 AIMPE Log Rank Designation. Farstad agreed that the current Australian Rank Designation would be maintained.
3. #1 AIMPE Log Foreign Labour. Discussion held regarding the issues of Foreign Labour and s.457 Visa's. Reference was made to AIMPE's proposed Schedule No.1. AIMPE made it clear that this was a threshold issue for the EBA and attached the highest priority to it. Farstad responded that

they “understood the issue” and agreed to further discuss.

4. Harmonising the Agreement. Discussion re tightening up the wording within the agreement. Agreed as an aspiration of the EBA discussion but AIMPE made it clear that nothing would be given up to achieve that eg; AIMPE superior condition for Casuals for the sake of harmonisation.
5. #2 AIMPE Log Training. AIMPE outlined the claim for 1 Trainee or Cadet per 4 births. Recent training outcomes with Teekay and others were discussed as were the Workforce Age profiles of Marine Engineers within the industry and Farstad. Farstad spoke to the Training issue as an item they consider to be a “mutual obligation”, and their efforts. The issue of DP training on request was raised by AIMPE as high order issue for this EBA.
6. #3 AIMPE Log Salary. AIMPE explained the benefits of the claim for a June Bonus and outlined that the % salary increase each year will be the last item of business in the negotiations, having regard to the total package achieved on the other substantial items. The inclusion of a “Me too” clause discussed and a preference for a 3 year term. Farstad are relaxed about the length of the agreement.
7. #4 AIMPE Log Jurisdictional Issues. AIMPE outlined the various Jurisdictional issues surrounding the Offshore Industry, including that the 1912 Nav Act does not apply to the offshore industry; OH&S issues; and Seacare issues. Farstad’s response was that they understood the AIMPE claim but want to see what comes out of the current SeaCare Review. Further discussion needed around this issue.
8. #7 AIMPE Log Manning and Schedules. AIMPE outlined the Manning claim as per AIMPE’s proposed schedule 1 for the inclusion of a Junior Engineer. Farstad outlined their idea of a 3rd Engineer as per their claims with a relativity of 5% below 2nd Engineer. Agreed that further discussion would occur around these respective claims. AIMPE expressed that this was a high priority issue.

NEXT MEETING 24th & 25th March in Melbourne - this meeting was cancelled due to no agreement on facilitating travel arrangements.

Farstad –Log of Claims - by AIMPE

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|---|--|
| 1. Foreign labour | 9. Travel to/from the vessel, duty time |
| 2. Training | 10. Pay rates for AHTS and PSVs |
| 3. Salary: June Bonus: Retrospective to EBA expiry: xx% salary increase each year; the question will be advocated as the last item of business in negotiations, having regard to the total package achieved on other substantial items. | 11. Training on leave – Limit training leave to that specific year and not accumulative. |
| 4. Jurisdictional issues | 12. Super’ paid while on compo or sick leave |
| 5. Winch driving | 13. Sick leave ashore at 75% for 24 months |
| 6. Rank designation | 14. Engineer duties – To include duties that Engineers do not perform including unblock toilets, accommodation drains, furniture and other ex-Shipwright duties. |
| 7. Manning and Schedules | 15. Payment of Project Allowance Bonus – Construction |
| 8. Drug and Alcohol Policy – Swab testing, no blanket testing, oppose bag searches | 16. Sailing shorthanded |
| | 17. Casual loading up to 20% |

18. Over cycle starts at day one and applies to early call back
 19. Noise issues
 20. Allowances % increase or in line with pay rates
 21. Hours of work, include travel when joining a vessel
 22. Short hand payment to include leave etc.
 23. Seacare coverage – include the “As If” clause with qualifications.
 24. Landed sick from a vessel – ex Nav Act 1912
 25. Definitions need update
 26. Cabin internet and amenities
 27. Novated leasing – motor vehicles etc.
 28. Specialist vessels
 29. Dispute resolution need some time constraints
 30. Late crew change
 31. Compensation for having to be available for the few days prior and post official crew change day.
 32. Travel day after midnight on crew change day.
 33. Crew change prior to midday or pay a day’s pay
 34. Standby pay, job offer in writing, on salary
 35. Protective and industrial clothing – hearing protection
 36. Third party influence, e.g., Chevron etc.
 37. Loss of certificate insurance to > 60 years
 38. Qualified cook on all vessels
 39. Uplift medical insurance
 40. Allowance for A/C failure in control room
 41. Allowance for noise – thrusters
 42. Cadets salary and allowances
 43. Allowance for shared ablutions / no ensuite
 44. Superannuation – if over \$25k then any >\$ goes to member
 45. Shore leave – taxis
 46. 4 week swings
 47. Long service leave – trade it off? Pay after 7 years service?
 48. Parental leave – clause needs work
 49. Foreign port allowances e.g. Singapore and other places
 50. PayCover insurance if sick or injured on leave – casuals paid out at end of leave?
 51. Vessel mobilisations and de-mobilisations – foreign ports
 52. Business class air travel for international.
 53. Full fare Qantas flights minimum for domestic.
 54. Minimum 24hr lay-over prior to joining a vessel after 8 hour flight or more.
 55. Ship board standards and the Maritime Labour Convention (Bill of Rights)
 56. All new builds to have airlock between ECR and E/R
 57. Payment/ compensation/ hard lying etc. if internet is not provided at sea.
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Farstad Shipping Oil & Gas Enterprise Agreement 2013

Farstad Claims as at 13 March 2013 - by Farstad

Without prejudice

Farstad reserves the right to vary this log at any time during the negotiations.

Note: the claims in this document are proposed subject to agreement being reached on all matters.

Existing EA clause	Proposed amendment
Clause 19 AMOU; Clause 13 AIMPE; schedules MUA	<p>3 x New Entrant classifications for improved career progression:</p> <p>1.1 Ratings</p> <ul style="list-style-type: none">• New Entrant IR (between PIR and IR) <p>1.2 Deck Officers and Engineer Officers</p> <ul style="list-style-type: none">• 3rd Officer• 3rd Engineer <p>Relativities at 5% less than existing IR, 2nd Officer and 2nd Engineer</p> <p>Progression at 18 months' sea time</p> <p>No changes to job descriptions or minimum industrial manning provision</p> <p>AHTS would benefit from a classification of Bosun as part of the improved career progressions and assisting with the management of the deck during rig move operations.</p>
Clause 13.16-19 AMOU; Clause 23 AIMPE; Clause 47 MUA	We wish to introduce an overarching policy that encapsulates training as a mutual obligation and beneficial regime.
Clause 53 MUA	Remove first catering benchmark
Clause 31.3 AMOU; Clause 29.3 AIMPE; Clause 38.3 MUA	Amend threshold for access to entitlement to minimum 6 hours

Clause 32.8 AMOU; Clause 19.9 AIMPE; Clause 36.5 MUA	Remove threshold for extra personal allowance at more than 18 persons on board of the 712/721L and 731s
No existing / equivalent provision	Casual employee engagement commences on signing on to join a vessel
No existing / equivalent provision	Casual loading: <ul style="list-style-type: none"> • Seacare payments not to include casual loading • No superannuation on casual loading
No existing / equivalent provision	Loading of ship stores, ships consumables and other equipment specifically for the maintenance of the vessel is the domain of the Vessel's crew, working cooperatively between departments.
No existing / equivalent provision	<ul style="list-style-type: none"> • Agreement to deductions for overpayment in wages • To a specific value per pay period
Various	<p>Necessary amendments to ensure harmonised content of existing 3 agreements</p> <p><i>Examples:</i></p> <p><i>One consolidated Consultative Committee, with representatives from each Union</i></p> <p><i>20% loading for engineers and 1:1 leave, so as to be consistent with other MUA & AMOU</i></p> <p><i>5% employee and reciprocal 5% employer superannuation contributions for all work groups</i></p>
Various	Necessary amendments to ensure modernised content and clarity of interpretation of existing 3 agreements
Wage increases	Subject to complete costing of the Unions' claims and the value of productivity improvements that an agreement would achieve.
Term	3 or 4 years

Farstad EBA Meeting, Melbourne, 1&2, May, 2013

Attendees: Chris Evans, (Far Stream), Massimo Inversini, (Far Spirit), Ben Muller, (Lady Melinda), Jim Flarrey (Far Supplier), Mark Leslie, (Far Sound).

Henning Christiansen, Michael Carroll, Nathan Niven (AIMPE). Peter Barrow, Bob Verhimer, (Farstad), Amanda Cochrane (AMMA/Farstad).

Day 1, Wednesday, 1, May, 2013:

Members of AIMPE met prior to the meeting to discuss the “Log” and how the meeting would be prosecuted with the company.

Meeting commenced with the company at 1200hrs.

Peter Barrow for the company opened the meeting.

PB told the meeting that this was a “Farstad” EBA exclusively. And that the company wasn’t interested in setting a template for the industry.

HC: for AIMPE reiterated that the claim before the company from the members was built on the following issues. Foreign Labour, Training, Salary, Jurisdictional issues, Winch driving/Custom and Practice issues, Manning and Schedules.

The definition of Engineer was also discussed and the need to update the agreement with a better definition. AIMPE will supply proposed changes at the next meeting.

PB: then took the meeting back to the company’s own Log of claim. The company is very keen to add another 3rd engineer position to the current roster (as well as a 3rd officer on the bridge). A lot of discussion was had on this issue. Being only the first ‘real’ meeting where AIMPE has had an opportunity to listen to the companies reply, a lot more discussion will have to be had on this issue.

PB: continued that the company wanted a simplified and streamlined EBA across the company, with a strong emphasis on the mutual obligation of training...

HC: said that members have consistently said that they wanted access to DP 1, DP2 and DP3 training courses. A lot of other discussion was had around the company’s other claims such as;

- Access to entitlements after 6hrs
- Removal of extra personal allowance
- Overpayment deductions protocols
- One Consultative Committee
- Updating of Agreement definitions
- Term
- Commencement of Casual employee engagement.
- Casual Loading on Seacare and Super
- Et al

Being so early in the process no agreement was reached on any single issue. Rather day one provided an opportunity for both the company and AIMPE to get a clearer picture of where both sides were coming from. However, both sides are of the same mind on the question of Foreign Labour.

Farstad are going to supply a paper on a proposal regarding Duty Days and Leave Days in response to our claim regarding travel to/from vessel and hours of work on travel days.

Further discussion regarding D&A will occur in future meetings.

Day one concluded at 1700hrs.

Day 2 commenced with the company at 10:00hrs.

Farstad opened the meeting with a presentation on their commitment to training thus far. Some figures;

- \$1.7m on new entrant training (33 persons, 9 of which are engineers)
- \$1.6m on study leave (16 people)
- \$3.6m on the WA based simulator courses
- \$ 2.9m on “maritime skills and leadership”

Added to this a fulltime employment rate of 80-90% of its employees, and a turnover of less than 3%, and Farstad feel as if they are doing most of the ‘heavy lifting’ in the area of training in comparison to the rest of the industry.

HC: Stressed that a systemic approach to training across the industry was required by all players if the future of Australian maritime engineering was to be preserved and enhanced. This would mean that a ratio of 1:4 (1 trainee for every 4 engineers employed), was closer to what is a threshold issue for Institute members.

Along debate ensued around the how best to progress the entire question as it relates to the business needs of the company, Farstad want a cost effective basis for training. Much more to come on this.

The majority of the second afternoon was dedicated to this issue.

At this stage no landing has been achieved on the best way forward on this issue.

Items for discussions at the next meeting;

- Training
- Jurisdictions
- The rest of Log

Next Meeting: Friday, 10, May, 2013.

Report on Offshore Bargaining Meeting with Programmed Total Marine Services - 20 Feb 2013 – meeting #1

We commenced bargaining for the offshore sector enterprise agreement renewal Wednesday, 20th February, when we met with Programmed Total Marine Services Pty Ltd at the Institutes Palmyra office.

Last year we made two attempts to secure the cooperation of all offshore employers and the Australian Mines & Metals Association (AMMA) to proceed with discussions as a group. However this method creates the potential for claims of pattern bargaining to be levelled against the union and if sustained would prevent members from engaging in protected industrial action.

We sought assurances from the operators and AMMA that if we negotiated with a group of employers we would not find ourselves unable to exercise all our rights under the Fair Work Act, including engaging in protected industrial action. AMMA, on behalf of the employers had two bob each way and said there is a good deal of case history to support a view that pattern bargaining is not such an issue of concern as it was a few years ago then in the next breath told us that the vessel operators would use all the provisions of the Fair Work Act to defend any (industrial) action.

Arguably, there is potential for industrial action in these 2013 negotiations, more so than ever existed in previous negotiating rounds.

A watershed issue during this bargaining process is that of foreign labour working in our industry either with or without visas.

There is no doubt that foreign engineers are displacing Institute members on offshore industry vessels working in our Exclusive Economic Zone (EEZ).

The assertion by the Federal Government that foreign workers receive Aussie pay and conditions and therefore, because of the extra cost of travel, are more expensive than local workers is flawed. It seems as though neither the relevant Minister nor his advisors understand their own legislation. Another anomaly in the law allows the local entity to be the 457 sponsor, e.g., Maersk Australia, but the sponsored engineer remains employed by the foreign entity, e.g., Moller Maersk Copenhagen, and the employee remains employed under his foreign (Danish) contract.

If the Australian Government won't protect the rights of its own citizens to work in Australia then AIMPE has to find a way.

We have demanded of Programmed Total Marine Services (PTMS) that a clause be inserted in our Offshore Enterprise Agreement Schedules which requires that all the engineers who comprise the agreed manning be directly employed by PTMS.

This means that if the agreed manning in a schedule is 1 x Chief, 1 x First, 1 x Second & 1 x Electrician/ETO then all of those positions will be filled by bona-fide employees of PTMS.

Other issues discussed with PTMS are.

As this was the first meeting it would be unrealistic to expect anything to be resolved, conceded or erased and nothing was.

We expect PTMS to address all the above and respond.

The next meeting is scheduled for 1000 at the Tradewinds Hotel in Fremantle, on Wednesday 27th March. We will be looking for PTMS employees to participate.

AIMPE extends its appreciation to Dean Oxwell, Michael Lee and Gavin Groat who participated in the PTMS bargaining meeting and provided valuable insight into all the issues.

Dean has penned his summary of the day which is attached below.

- Increase the intake of new-entrant Trainee and Cadet Engineers
- More DP training required.
- Resolve matters of jurisdiction which emerge with the new Navigation Act, e.g.,
- Seacare
- Occupational Health & Safety (Maritime Industry) Legislation
- Who should operate the towing winch
- Duties of engineers, does not include blocked toilets, leaking taps, squeaky door hinges etc.
- Travel to/from the vessel
- 4 week swings
- Training on leave
- D&A testing procedures
- Super' paid while on compo or sick leave
- Noise issues
- Hours of work, include travel when joining a vessel
- Short hand payment to include leave etc
- Landed sick from a vessel – ex Nav Act 1912
- Definitions need update
- Cabin internet and amenities
- Novated leasing – motor vehicles etc
- Specialist vessels
- Late crew change
- Casual loading
- Standby pay, job offer in writing, on salary
- Overcycle starts at day one and applies to early call back
- Third party influence, e.g., Chevron etc
- Qualified cook on all vessels
- Allowances % increase or in line with pay rates?
- Uplift medical insurance
- Allowance for A/C failure in control room
- Allowance for shared ablutions / no ensuite
- Superannuation – if over \$25k then any >\$ goes to member
- Shore leave - taxis
- Cadets salary and allowances
- Long service leave – trade it off? Pay after 7 years service?
- Parental leave – clause needs work
- Foreign port allowances e.g. Singapore and other places
- PayCover insurance if sick or injured on leave – casuals paid out at end of leave?
- Vessel mobilisations and de-mobilisations – foreign ports
- Loss of certificate insurance to > 60 years
- Business class air travel, full fare flights
- Protective and industrial clothing – hearing protection
- Ship board standards and the Maritime Labour Convention (Bill of Rights)
- Electricians with formal post trade training as ETO to receive wages equal to 1st engineer.

AIMPE/PTMS/AMMA - ENTERPRISE BARGAIN AGREEMENT MEETING

by Dean Oxwell

Another round of EBA meetings are upon us once again and our officials have been working very hard behind the scenes, formulating the memberships concerns and requirements into a presentable and saleable package to the companies and ship owners representatives.

Once again, I was lucky enough to be offered the opportunity to represent members of the Offshore Oil and Gas sector at this first meeting. Also in attendance, representing members, was Gavin Groat and Matthew Lee (Engineer Officer Cadet).

The meeting was held at the WA branch rooms in Palmyra and was chaired by the WA Branch Secretary, Philip Olsen and attended also by the Federal Secretary, Henning Christiansen and National Organiser, Michael Carroll.

We began by having a closed door meeting between ourselves for two hours prior to the arrival of the PTMS and AMMA representatives. The "big picture" was discussed and the input of the membership was sought. I won't go into the detail of the meeting here, rather an overview of the mood and sentiment.

I think we spoke universally when we conveyed the general sentiment of the membership, which revolved around issues such as foreign manning, training, short hand and mobilising/de-mobilisation voyages. Sure, there are a raft of other claims and ideals and also tendrils that extend from the big issues mentioned that we would like to see get up, and they may, but the above are generally agreed to be critical to our livelihood, careers and to a large extent, the companies that exist with the use of our skill set.

The main meeting began after lunch and was attended by PTMS General Manager, Ian Del Rosso, PTMS Legal and HR Officer, Liana D'Ascanio and AMMA Employee Relations Consultant, Simon White. The main items were presented and described by Henning Christiansen and Philip Olsen at some length. They both gave good accounts as to the background and sentiment behind our claims in an intelligent and non-confrontational manner.

Whilst most of the focus remained on the "big picture" items, a list of 49 other claims was discussed to put the companies and owners representatives on notice. Of course, there is no doubt that a lot of these will be workshopped and either dismissed or agreed to. As was pointed out so many times, "there will be no agreement until such time as we have agreement".

I am glad to be able to give feedback to the membership that this first meeting with PTMS and AMMA went very well and the mood and sentiment boded well for successful negotiations, however, this is very early days and there is still a lot of ground to cover before anybody reaches acquiescence.

I am not able to attend all the meetings due to my sea going commitments but I am glad to attend any more meetings that may be scheduled whilst I am on leave and convey any ideas, concerns or feedback from the membership that comes my way.

Yours Fraternally

Dean Oxwell

AIMPE 601239

Mermaid Marine EBA Meeting #2 Report Back

Location: Mermaid Marine Office

Fremantle (WA) Wednesday, 8 May 2013.

Attendees: Steve Brydon (Mermaid Guardian), Givan Ismial (Mermaid Ranger), Phil Olsen, Michael Carroll (AIMPE), Ben O'Brien (Mermaid Marine) and Mark Wakelin (AMMA/Mermaid Marine)

AIMPE and its members met with the company again today to continue the process of replacing the current off-shore oil and gas agreement with a new deal.

MW: for Mermaid/ AMMA, opened the meeting with the production of a draft document that the company believes best encapsulates its current position as a response to the AIMPE "Log of Claim." Going forward, this is the

document that the company want to use as a template for discussion.

PO: for AIMPE: commented on the amount of red pen that had been taken to old agreement in an attempt to streamline the perspective agreements, so that they can be more "easily" understood.

Note: There is a push from the employer group as a whole to, "streamline" the various agreements across the maritime industry so they can be better understood by everyone. As far as this goes, AIMPE has no objections with this concept. However this rush for simplicity by the industry cannot be at the sacrifice of what the intent of the Agreements are supposed to achieve and deliver to employees. AIMPE does not support the dumbing-down of the Agreement to the lowest common denominator. Nor a slash and burn approach by the employer group.

MW: Walked AIMPE through the company's document.

PO: Made numerous comments where Mermaid had made substantial changes to the current agreement. Both in its scope and application and in what it delivers to employees.

MW: Continued in his presentation of the company's/AMMA's document. MW, was keen that he be allowed to present the document in full with little debate or interruption. AIMPE were of a different view.

MW: Continued his presentation to its conclusion.

In conclusion: A relatively short sharp meeting at which Mermaid Marine tabled a document of their position. AIMPE now has to take this document away and study it. Analyse how it stacks up with our Log of Claim. And see if there is any point of convergence at this early stage.

On first reading of the document, there is a chiasm of difference from where AIMPE is and the company's current position.

The next meeting has yet to be confirmed, but should be before the end of May.