

Coogee Resources FPSO Marine and Production Collective Agreement 2008

1.0 Title

The title of this agreement is the Coogee Resources FPSO Marine and Production Union Collective Workplace Agreement 2008 and is referred to in this document as the Agreement.

2.0 Arrangement

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3.0 Parties

The Parties to this Agreement are:

- 3.1 Coogee Resources (Staff) Pty Ltd ACN 078 368 331 (the Company);

- 3.2 The Australian Workers Union (AWU);
- 3.3 The Maritime Union of Australia (MUA); and
- 3.4 The Australian Maritime Officers Union (AMOU).

4.0 Area and Scope

This Agreement shall apply to the Company, the AWU, the MUA and the AMOU and the employees engaged by the Company in classifications contained in this Agreement and employed on or in connection with the floating production storage and off take (FPSO) facilities known as the "Montara Venture", "Challis Venture" and "Jabiru Venture".

5.0 Relationship with Other Awards and Agreements

- 5.1 This Agreement is a Union Collective Workplace Agreement made pursuant to Section 328 of the Workplace Relations Act 1996 and shall operate to the exclusion of any other agreement or award,, or Notional Agreement preserving a State Award,, of a federal or state industrial tribunal that may have application to employees covered by this Agreement, now or in the future.
- 5.2 This Agreement replaces all previous agreements between the Parties relating to the Challis Venture and the Jabiru Venture provided that the relevant provisions of the Coogee Resources Jabiru Venture and Challis Venture Production Workplace Agreement 2008, the Coogee Resources (Staff) Pty Ltd MUA Floating Production Facilities Enterprise Agreement 2004 and the Coogee Resources (Staff) Pty Ltd AMOU Floating Production Facilities Enterprise Agreement 2004 shall remain in force until the variable operative dates of provisions of this Agreement, as specified in sub clause 6.1, are achieved.
- 5.3 An employee, engaged in the classification of Supervisor, may be given the option of entering into a Staff Contract. No provision of the Staff Contract may be less in any respect than the provisions contained within this Agreement.

6.0 Term

- 6.1 This Agreement shall operate from the date of lodgement of this Agreement with the Workplace Authority or, with respect to the Montara Venture, the date specified in Appendix 1 of this Agreement, whichever is the later.
- 6.2 The nominal expiry date of this Agreement is the 31st December 2011.
- 6.3 Notwithstanding the provisions of sub clause 6.2, this Agreement shall continue to apply after its nominal expiry date until replaced.
- 6.4 The parties to this Agreement will not pursue any additional claims relating to or in excess of the terms and conditions of this Agreement during its term.

7.0 Contract of Employment

- 7.1 An employee engaged under the terms of this Agreement may be engaged as a permanent employee, a fixed term employee, a fixed task employee or a casual employee. A permanent employee may be either a permanent full time employee or a permanent part time employee.
- 7.2 A permanent full time employee is one who is engaged for an indefinite duration. It is the intention of the parties to ensure that the 2.5 persons required to be employed to fill each position under the fixed roster cycle are permanent full time employees.
- 7.3 A permanent part time employee is one who is engaged for an indefinite duration to occupy a position on a job share basis as provided in clause 9.0 of this Agreement. A permanent part time employee shall enjoy, pro rata, the benefits of permanent employment.
- 7.4 A fixed term or a fixed task employee is one who is engaged for a fixed term or fixed task as stated in the employee's written offer of employment. A loading of 14% is payable on the annual salary in lieu of access to redundancy provisions. Fixed term/fixed task employment will only be utilised when there is a requirement for :
- 7.4.1 Additional labour to the normal establishment number of permanent employees of that classification on the facility; or
- 7.4.2 Replacing permanent employees as resignations occur following formal announcement on the time frame to decommission the Jabiru and/or Challis facilities. The decision as to intended date to decommission will be made by the Company, in consultation with the Northern Territory Department of Regional Development, Primary Industry, Fisheries and Resources. The Company will discuss and agree with its employees or their nominated representatives the employment of fixed term employees following this announcement.
- 7.5 A casual employee is one who is engaged as relief to cover a temporary absence of a permanent, fixed term or fixed task employee or to supplement existing crew on a short term or intermittent basis.
- 7.6 The first twelve weeks of duty on the facility of a permanent, fixed term or fixed task employee on a facility will be deemed to be probationary employment. At or before the end of the probationary period, the employment will be confirmed in writing by the Company as a permanent, fixed term or fixed task employee or terminated. The purpose of probationary employment is to allow the Company to assess an employee's suitability for ongoing employment and to allow the employee to decide whether he or she wishes to seek on going employment with the Company. Service as a probationary employee is counted for the purpose of all entitlements.
- 7.7 Employees are required to undertake all duties relevant to the position in which they are engaged that are within the employee's level of skill, competence, training, certification and in accordance with applicable legislation and safe working practice.
- 7.8 Employees may be required to transfer between facilities at the Company's direction on a permanent or temporary basis with no loss of earnings. Such transfers will be discussed with the employee.

- 7.9 Such transfers would normally occur due to unplanned absences, resignations etc or to cover operational deficiencies on another facility. On every occasion the employee's current position within the roster cycle will be considered prior to affecting the transfer, with the object of maintaining periods of duty and periods of leave entitlements under the employee's roster cycle. A transfer does not occur when an employee is required to join the facility earlier, or leave the facility later than his or her usual roster requires.
- 7.10 A transfer also does not occur when the employee is required to attend training or an onshore location during off duty time.
- 7.11 Any transfer onshore shall be by mutual consent on conditions agreed between the Company and the employee.

8.0 Non Rostered Relief

- 8.1 A non rostered relief employee is a permanent full time employee who does not occupy a position on the roster, except on a relief basis, and is engaged to assist in the reduction of employees engaged on a casual basis.
- 8.2 A non rostered relief employee is permanently employed to provide for short term operations requirements and the relief of other permanent employees who occupy a position on the roster.
- 8.3 Other than the manner in which leave is taken, as set out below, all terms and conditions of employment applicable to permanent employees apply equally to non rostered relief employees.
- 8.4 A non rostered relief employee will be required to work as required but not more than one hundred and forty six days per year of employment, in periods of not greater than four consecutive weeks, unless agreed by the employee. Time worked in excess of four consecutive weeks, or one hundred and forty six days per year, will be treated as over cycle time. Time between duty periods will be at least one week.
- 8.5 A non rostered relief employee will be required to arrange and spend at least twelve weeks not at work in any year as Annual Leave, Long Service Leave and time in lieu of observing public holidays.
- 8.6 A non rostered relief employee shall receive as much notice as possible of his or her requirement to work, but may decline to work if the notice is less than one week without breaching his or her contract of employment.

9.0 Job Sharing

- 9.1 Permanent part time employees may be engaged on a job sharing basis.
- 9.2 A permanent part time employee shall enjoy, on a pro rata basis, the benefits of permanent employment.
- 9.3 Each permanent part time employee shall be engaged for only one on duty period in each roster cycle.
- 9.4 The sharing arrangements and obligations of each job share participant will be agreed in writing with the Company.

- 9.5 The Company retains the right to approve or decline requests for job sharing by job share applicants and retains the right to withdraw an offer of job sharing in writing.
- 9.6 Each permanent part time employee sharing a position must possess the qualifications and experience to be able to hold the same position and be able to act up.
- 9.7 In the event the contract of employment of a permanent part time employee sharing a position with other permanent part time employees terminates, the other permanent part time employee or employees must join the roster as a full time employee, accept sharing the position with another permanent part time employee, if able to be sourced, or resign his or her employment.

10.0 Termination of Employment

- 10.1 Permanent, fixed term and fixed task employment may be terminated by the giving of a minimum of one month's notice on either side, at any time, or by the payment or forfeiture of one month's notice as the case may be. Should the Company give notice to a permanent employee who is over 45 years of age with more than two years continuous service, the notice period shall be increased by an additional week.
- 10.2 Casual and probationary employment may be terminated by the giving of one week's notice on either side at any time, or by the payment or forfeiture of one week's notice as the case may be.
- 10.3 If an employee is guilty of serious misconduct on a facility, or refuses to obey a lawful order, employment may be terminated without notice. Remuneration will only be payable to the time of the summary dismissal.

11.0 Redundancy

- 11.1 The Company and the employee will discuss with a view to reaching agreement the terms of any redundancy prior to any permanent employee being made redundant.
- 11.2 An employee who is made redundant under the provisions of this clause shall receive:
 - 11.2.1 Three (3) month's pay;
 - 11.2.2 2.5 weeks pay for every year (and pro-rata for part of a year) of continuous service with the Company including previous Newfield/Gulf Australia Resources/BHPP service; and
 - 11.2.3 The notice period provided in Clause 10.0, Termination of Employment.
- 11.3 An employee who is made redundant may not be required to serve out his or her notice period.
- 11.4 Selection for redundancy will be initially from volunteers, giving absolute preference to those permanent employees with greatest length of service with the company including previous Newfield/Gulf Australia Resources/BHPP service, followed if necessary by those selected by the Company. In all cases

selection will also have regard for the skill sets that need to be retained and the service of the employees.

- 11.5 Where an employee has approved study leave to undertake a Certificate of Competency, or Endorsement, and he or she is retrenched before undertaking or completing the course, then the entitlements to Study Leave shall continue until completed in accordance with Clause 22 Study Leave.
- 11.6 A permanent part time employee will be entitled to the same severance entitlement based on the same service qualifications as a permanent full time employee but will receive the same proportion of the severance pay as their rostered hours of work bears to the rostered hours of work of a permanent full time employee.
- 11.7 The provisions of this clause do not apply to fixed term, fixed task or casual employees.
- 11.8 MUA Conditions
 - 11.8.1 In addition to the above clauses those permanent employees who are employed in classifications covered by the Maritime Union of Australia and were engaged prior to 17 April 1998 will be affected by the outcomes of the Maritime Reform Principles.
 - 11.8.2 Such employees who are made redundant by the Company shall be entitled to receive a 13 week ex gratia payment plus 2.5 weeks salary (pro rated) for every year of continuous unbroken service from 17 April 1998 with the Company including relevant previous Newfield / Gulf Australia Resources / BHPP service as a permanent employee.
 - 11.8.3 The outcomes of the Maritime Reform Principles calculated from the employee's industry start up date to the 17 April, 1998, for employees engaged prior to this date and have continuous unbroken service with the Company.

12.0 Occupational Health and Safety and the Offshore Environment

12.1 Safety Case

- 12.1.1 The operation of the offshore facilities is covered by an accepted Safety Case as required under the Offshore Petroleum Act 2006 and regulations. It is recognized that the environment can be hazardous and employees are required to be vigilant in carrying out their duties and responsibilities.
- 12.1.2 It is a condition of employment that all employees comply with the relevant occupational health and safety legislation, regulations and codes of practice.
- 12.1.3 It is a condition of employment that all employees observe the Company's health and safety, and environment policies and management standards as amended from time to time.
- 12.1.4 The Company may require every employee to undertake a medical at two yearly intervals to confirm fitness for work to perform his or her assigned duties. This will include functional capacity assessments.
- 12.1.5 The Employee Medical Records will not be provided to the employer. A medical provider is required to manage patient records in accordance with the Privacy Act. The information provided to the employer will be a positive or negative indication of the employee's fitness for work. The specifics of employee medical assessments will

remain confidential between the employee and the medical practitioner unless consent is provided by the employee to use it for other purposes.

12.2 Personal Protective Clothing and Equipment (PPE)

The Company will supply and the employee shall wear, appropriate clothing and footwear. It is a condition of employment that employees wear suitable personal protective clothing whilst in areas requiring such equipment to be worn. Reimbursement for the purchase of specialised personal protective clothing by employees may be approved by the Company prior to the purchase occurring.

12.3 Helicopter Underwater Escape Training (HUET)

As part of the Safety Case requirements, all employees are required to undergo HUET and hold a valid HUET certificate. These certificates are required to be revalidated on a regular basis. Attendance at a HUET course will require a pre-HUET medical examination with an agreed medical practitioner.

12.4 Drugs and Alcohol

12.4.1 The possession or use of illegal drugs, or prohibited drugs unless medically prescribed by a doctor, is strictly prohibited on board the facility, or when travelling on Company business.

12.4.2 The use of drugs prescribed by a doctor or the use of non-prescription drugs, which may affect an employee's ability to perform his or her duties, must be declared to the OIM upon arrival at the facility.

12.4.3 No alcoholic beverages are to be taken to the facility.

12.4.4 If an employee is found to be under the influence of alcohol or unlawful drugs while on duty, travelling on Company business or travelling to or from the facility, the Company will investigate the matter and depending on the circumstances, the employee may be dismissed.

12.5 Counselling

The Company will provide independent confidential counselling services to all employees in relation to any stress, addiction, or problems including home or workplace relationships that may, if untreated, affect performance. The Company will also provide major trauma counselling where there is a major incident off shore.

12.6 Workers Compensation

12.6.1 Seacare Coverage

Subject to 12.6.2, 12.3.4 and 12.6.3, below, the parties expressly agree that, regardless of any issue about the application of the Commonwealth Seafarers Rehabilitation and Compensation Act 1992 (SR&C Act), the Company will continue to provide equivalent benefits to employees as if that Act had full effect.

12.6.2 The provisions of the Seafarers Rehabilitation and Compensation Act 1992 and Regulations (Seacare) shall be applied as though they formed part of this Agreement to employees who are members or eligible to be members of:

- Australian Maritime Officers Union; or

- Maritime Union of Australia.

12.6.3 Workers Compensation Coverage

The provisions of the Northern Territory Workers Rehabilitation and Compensation Act 1986 and Regulations (the NT Act) shall apply to employees who are members of, or are eligible to be members of the Australian Workers Union, as required by law and any payment as above, shall, subject to 12.6.4, be made up of the amount required by the NT Act plus a top up to the level of the Seacare entitlement.

For employees who are receiving weekly payments pursuant to the NT Act, these employees shall be entitled to additional payments equivalent to the difference between the weekly benefit payable under the Act and 75% of their salary at the time of the incident that gave rise to the weekly payments under the NT Act. Where a payment under the NT Act is more than would have been payable under Seacare, then the difference shall be offset against any voluntary "Seacare top up" that may become payable to that employee in the future.

The additional payments, outlined above, shall continue subject to the employee's ongoing compliance with the provisions of the NT Act until:

- The employee resumes normal duties; or
 - The employee receives a lump sum payment under the provisions of the NT Act; or
 - The Seacare payments would ordinarily terminate;
- Whichever occurs first.

If the additional payments are being still being made at the expiration of a period of 5 years from the date of the incident that gave rise to the weekly payment under the NT Act the:

- If the employee *is not* an employee as described in 12.6.1 then the payments will cease; or
- If the employee *is* an employee as described in 12.6.1 then the payments will continue as they would if Seacare applied.

Termination of an employee's contract of employment shall not affect the liability of the Company to pay these additional payments.

12.6.4 Common Law

In the event that any employee exercises any valid right to claim common law damages under the NT Act, such employee shall not be entitled to the additional payments under this sub clause 12.6 and any such sums already paid shall be returnable to the Company or, if common law damages are awarded, shall be deemed an advance payment in part satisfaction of such damages.

13.0 Hours of Work and Travel

13.1 Duty Period

- 13.1.1 Unless prescribed differently by Appendix 1 or Appendix 2, the roster cycle period shall be fixed as either fifteen or twenty weeks. The fifteen week roster cycle shall be three weeks rostered on a facility, followed by three weeks rostered off duty, followed by three weeks rostered on a facility and followed by six weeks rostered off duty. The twenty week roster cycle shall be based on four weeks rostered on a facility, followed by four weeks rostered off duty, followed by four weeks rostered on a facility and followed by eight weeks rostered off.
- 13.1.2 Each department on both the Challis Venture and Jabiru Venture may adopt one of the options contained in 13.1.1 for a fixed roster cycle provided each cycle is common for each department across both facilities.
- 13.1.3 In the event a department cannot agree, the roster cycle shall be the fifteen week roster cycle.
- 13.1.4 The on duty period commences on the day the employee joins the facility. This is the first day of the on duty period and is referred in this agreement as a "joining" day.
- 13.1.5 The off duty period commences the day the employee leaves the facility. This is the first day of the off duty period and is referred to in this Agreement as a "swing off" day.
- 13.1.6 The roster incorporates the total consideration for public holidays, annual leave, long service leave and time spent travelling in off duty time except as specified in 13.1.8.
- 13.1.7 Subject to 13.1.9, a consideration is included in the salary for any work the employee is required to perform on the swing off day.
- 13.1.8 Where an employee spends more than one off duty day travelling from the facility, the employee shall receive an extra day's pay for each such day.
- 13.1.9 In the event that an employee has to work more than 6 hours on their swing off day, it will be treated as an over-cycle day.
- 13.1.10 Should an employee without reasonable excuse fail to report for duty or report for duty unfit for work, they will be suspended without pay until they can either:
 - 13.1.10.1 Rejoin the facility on a scheduled flight;
 - 13.1.10.2 Be engaged on alternate useful work at the company's option; or
 - 13.1.10.3 Have the period of suspension approved by the Company, in whole or part, as an approved absence, with or without pay.
- 13.1.11 Where an employee on a fixed Roster cycle is required to join the facility earlier, or leave the facility later, than his or her roster requires, the employee works "overcycle" time.
- 13.1.12 An employee who works an over cycle day will be paid in accordance with 13.1.13, provided that such an employee assigned to Challis Venture or Jabiru Venture may defer compensation for the overcycle day until another time in accordance with the provisions contained in Attachment 2.
- 13.1.13 Employees paid for overcycle work shall receive two and one half extra days pay for each day worked in excess of the roster. If more than five (5) consecutive overcycle days are worked, the extra day rate will be three and one half (3 ½) times the day rate per day worked above five (5).

- 13.1.14 Where the over cycle work is continuous with an on duty period, no travel time will be paid. Where the over cycle work is not continuous with an on duty period, travel time will be included as over cycle work.
- 13.1.15 Where an employee is required to attend to onshore duties during an off roster period, the employee shall receive two extra days pay for each day worked onshore. These additional onshore duties are referred to as "office" days. Off roster days spent in travelling to and from the work location, other than those spent in travelling to or from the facility, will be treated as office days.
- 13.1.16 Where an employee attends training during an off roster period, the employee shall receive two extra days pay for those days spent in training onshore. These days spent in training during off duty periods are referred to as "training" days. Off roster days spent in travelling to and from the work location, other than those spent in travelling to or from the facility, will be treated as training days.
- 13.1.17 The Company will endeavour to schedule training to minimise disruption to off duty time.
- 13.1.18 For all purposes of this clause a day shall consist of 24 hours from midnight to midnight.

13.2 Travel, Meals and Accommodation Reimbursement

- 13.2.1 The Company will provide transport for the employee between the Point of Assembly and the facility plus any necessary accommodation and meals so as to minimise travel time to and from the facility, subject always to proper fatigue considerations. The Point of Assembly is the nearest airport to the employee's home that supports commercial flights.
- 13.2.2 Travel between an employee's home and the Point of Assembly will be by taxi or hire car, or the employee may use his or her private vehicle, at the Company's discretion. On production of receipts, an employee will be reimbursed actual and reasonable travelling expenses between his or her home and the nearest Point of Assembly. Travel by private vehicle, including return travel, will be reimbursed at published Australian Taxation Office kilometre rates up to the equivalent of Company arranged taxi or hire car costs.
- 13.2.3 If an employee terminates employment prior to completion of the first on duty period, the employee will be responsible for his or her own repatriation.
- 13.2.4 The Company shall arrange all accommodation and transportation for employees engaged on training or off roster duties. The Company shall pay for or reimburse all actual and reasonable accommodation, meals, transportation and incidental expenses during such activities.
- 13.2.5 The provision or re-imburement of reasonable meals by the Company does not include alcohol.
- 13.2.6 If an employee has to wait for four hours or more for a connecting flight whilst travelling between a facility and his or her Point of Assembly, the Company agrees to provide hotel accommodation, where available, on the basis of one person per room, and where reasonable having regard to the total travel time.

13.3 Hours of Work

- 13.3.1 The rostered hours of work will be twelve hours per day plus handover time for continuous shift workers. The hours of work for continuous shift workers will include all meals and rest breaks. The

hours of work for day workers will include all meal and rest breaks except for the evening meal breaks.

- 13.3.2 Employees should not normally work any more than 12 hours in any one-day. On occasions there may be a requirement to work in excess of these hours where there is a facility safety emergency, a pressing operational requirement, the offloading and loading of a supply boat or an exceptional circumstance.
- 13.3.3 All employees should be aware of their obligations under the Offshore Petroleum Act 2006 and safe working practice towards maintaining a safe working environment and in particular the need to avoid working excessive hours, which will limit the "pressing operational requirement" or "exceptional circumstance", referred to above.

14.0 Working and Living Conditions

- 14.1 Permanent employees shall be entitled to a single-berth cabin with en-suite bathroom. Provided that an employee may agree in specific cases and for specified periods to waive his or her right to this benefit in which case the allowances specified in sub clause 14.2 shall apply.
- 14.2 Where an employee, other than a trainee, shares accommodation he or she shall be entitled to:
 - 14.2.1 An allowance of \$32.90 for each day he or she shares a cabin with one other person;
 - 14.2.2 An allowance of \$42.90 for each day he or she shares a cabin with two other persons;
 - 14.2.3 An allowance of \$52.90 for each day he or she shares a cabin with three other persons; or
- 14.3 Each facility shall be provided with DVD & video cassette 'home-theatre' equipment, multimedia computer, CD-stereo equipment, appropriate gym equipment and a library. On new FPSOs each cabin will also be provided with internet connection and telephone handset.

15.0 Remuneration

- 15.1 Annual Salary
 - 15.1.1 Each employee will receive an annual salary in accordance with Appendix 1 or Appendix 2 as applicable.
 - 15.1.2 Annual Salaries specified in Appendix 1 and Appendix 2 shall be escalated by a minimum of 4% on the 1st of January 2010 and 2011.
 - 15.1.3 Casual employees will be paid by the day for each on duty day at a rate that is 2.8 times the rate for the classification to which the casual employee is assigned. This rate includes compensation for the absence of access to all paid leave, redundancy and severance pay provisions, and the casual nature of the employment.
 - 15.1.4 The \$7,513 medical fund cover provided in paragraph 16.1 will be increased to \$7,813 effective 1st January 2010 and \$8,126 effective 1st January 2011.
 - 15.1.5 The annual salary of a permanent part time employee engaged on a job share basis, including the medical fund cover, shall be in the same proportion as their rostered hours of work bears to the rostered hours of work of a permanent full time employee.
 - 15.1.6 A day's pay is 1/365th of the annual salary.

15.2 Higher Duty Allowance

15.2.1 Higher duty allowances will be paid in accordance with the provisions specified in Appendix 1 or Appendix 2 as applicable.

15.2.2 A higher duty assignment only occurs when an employee is formally appointed to perform all of the duties of a higher classification by the OIM, and is sufficiently qualified to perform all of the duties of that higher classification and is prepared to undertake all of those duties. Gaining experience in a higher classification by performing part of the duties on a selective basis does not qualify for a higher duty allowance.

16.0 Other Benefits

16.1 Health Insurance

16.1.1 The Company provides all permanent, fixed term and fixed task employees with private health insurance or facilitates the employee's purchase of private health insurance in accordance with the provisions of this sub clause. These employees have the option of having the Company pay for the family health cover or receive an amount specified in sub clauses 15.1.4 and 15.1.5 through their salary.

16.1.2 The Company facilitates the ability of all casual employees to purchase private health insurance in accordance with the provisions of this sub clause. Casual employees receive an amount specified in sub clauses 15.1.4 and 15.1.5 through their salary.

16.1.2 Employees who select the option of having the Company pay for the health cover may select a level of coverage that is of no greater cost to the Company than the cost of the Private Health Insurance previously provided through the Group Medical Fund managed by the Hospital Benefit Fund of WA and applicable in each state. For comparative purposes, the cost to the Company of the previous Private Health Insurance shall be subject to annual indexation, as applied by the fund. Employees who have an immediate family by marriage or by a defacto relationship are entitled to family membership. The employees will make their selection of the health insurance provider from a list of four approved health funds agreed by the Parties. The cost of the cover shall be paid directly by the Company.

16.1.3 Options with respect to Medical Fund cover may be exercised prior to the next salary increase and become effective from the commencement of the following salary increase. The employee shall be liable for any additional costs incurred by the Company in giving effect to the change other than administration costs.

16.1.4 Employees receiving a cash payment in lieu of Company arranged health fund membership are expected to take out and maintain adequate health fund membership for their family circumstances that is the equivalent of the health fund membership arranged by the Company.

16.2 Superannuation

16.2.1 All employees may join a complying superannuation fund of their choice. Where the employee does not nominate a fund, the Coogee Superannuation Fund will be used as the default fund.

16.2.2 The Company will contribute, on behalf of all employees, an amount of not less than 10% of the employee's salary. The Company will

- contribute a further amount not exceeding 4% of the employee's salary that matches employee contributions.
- 16.2.3 Contributions will be remitted to the relevant fund monthly.
 - 16.2.4 The Company contribution includes a consideration for the employee to obtain, at his or her cost, "death and disability" and "salary continuance" insurance cover appropriate to his or her circumstances.
 - 16.2.5 The Company will enable each employee to make additional contributions, into an accumulation section of a fund nominated in paragraph 16.2.1 on a "salary-sacrifice" basis provided:
 - 16.2.5.1 The Company does not incur additional costs, other than administration costs, as a result of this provision;
 - 16.2.5.2 The nominated fund will accept such payments;
 - 16.2.5.3 The employee may only "salary-sacrifice" up to the maximum amount permitted by Australian taxation and superannuation legislation;
 - 16.2.5.4 The employee may alter his or her personal "salary-sacrifice" arrangements only once each year; and
 - 16.2.5.5 These arrangements may be terminated by the Company or the employee should Australian taxation or superannuation legislation be altered so as to make these arrangements generally inoperable or unattractive.

16.3 Salary Sacrifice

- 16.3.1 An employee may elect to participate in the pre-tax salary sacrifice arrangements in accordance with the provisions of this clause. The salary paid to the employee together with the amount of pre-tax salary sacrificed shall be deemed to comply with the level of salary provided for by this Agreement.
- 16.3.2 An employee participating in pre tax salary sacrifice arrangements will be required to enter into an agreement with the Company subject to the following conditions:
 - 16.3.2.1 The arrangements are permissible at law;
 - 16.3.2.2 Any additional taxation or significant administration costs are borne by the employee;
 - 16.3.2.3 The effects of changes to taxation law with respect to salary sacrifice arrangements are borne by the employee;
 - 16.3.2.4 Salary sacrifice arrangements for motor vehicles are not permissible.

16.4 Expenses

- 16.4.1 The Company shall reimburse an employee for expenses reasonably incurred on travel on company business, attendance at approved training courses and travel to and from the employee's home and the facilities.
- 16.4.2 In respect of other reasonable expenses associated with the performance of duties as requested by the company, the employee shall be reimbursed. Examples of such expenses include, but are not limited to:
 - 16.4.2.1 Medical vaccinations including, at the employee's choice, inoculation against infectious diseases, such as Hepatitis A & B, and influenza;
 - 16.4.2.2 Refrigeration ticket registration;
 - 16.4.2.3 Passport renewal;

- 16.4.2.4 Costs associated with approved training;
 - 16.4.2.5 Revalidation costs and AMSA Fees; MSIC
 - 16.4.2.6 Medical certificates; prescription safety glasses and
 - 16.4.2.7 Medical examinations, x-rays, pathology.
- 16.4.3 As well as the matters described 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 at the facilities or the instructions given by the Company to the employee at the facilities, unless the authority conducting the enquiry or proceedings finds that such enquiry or proceedings have been occasioned by the wilful default or wilful misconduct of the employee.

16.5 Damage or Loss of Personal Effects

- 16.5.1 The Company shall reimburse the employee for damage or loss to his or her personal equipment and effects occasioned by fire, explosion, shipwreck or aircraft crash. Personal equipment and effects shall be limited to items that are reasonable to be taken on board the facility for the person to attend for work and use during off duty time.
- 16.5.2 The Company will reimburse the employee for the damage or loss of clothing, including spectacles, occurring during working time.
- 16.5.3 This clause does not apply when an employee is entitled to workers' compensation in respect of the damage.
- 16.5.4 The provision of proof satisfactory to the Company of the damage or loss is the responsibility of the employee.
- 16.5.5 Reimbursement will not be made for any damage to personal effects and clothing if PPE should have been worn or been in place.

17.0 Payment of Salary

- 17.1 Salaries will be paid by fortnightly by electronic fund transfer into account(s) of the employee's choice.
- 17.2 An employee's final pay shall be released after the return of all Company property in the employee's possession and the payment to the Company of any monies owed to it.

18.0 Annual Leave, Long Service Leave and Public Holidays

The leave rostering cycles set out in sub clause 13.1 of this Agreement incorporate the Annual Leave minima of the Workplace Relations Act, as well as a consideration in lieu of Long Service Leave and work performed on Public Holidays.

19.0 Personal Leave

19.1 Personal leave

- 19.1.1 Personal Leave provides for paid leave that may be used for sick leave due to personal injury or ill health, or for carers leave.

- 19.1.2 Ten days Personal leave will be credited to the personal leave balance of a permanent, fixed term or fixed task employee on the commencement employment and at the beginning of each year of employment.
- 19.1.3 Unused Personal leave will accumulate from year to year.
- 19.1.4 Unused Personal leave is not paid out on termination.
- 19.1.4 The Company will continue to make additional paid or unpaid special leave available to employees for sick leave or carers leave on a discretionary basis in accordance with existing policy.
- 19.1.5 Accrued personal leave must be discharged before access to additional leave is available.

19.2 Sick leave

- 19.2.1 The Company will pay the salary of a permanent, fixed term or fixed task employee, who is unable to present for duty due to personal injury or ill health, up to the limit of his or her personal leave accrual balance.
- 19.2.2 Where the personal leave accrual balance is insufficient, a permanent employee will be entitled to claim additional paid sick leave up to a maximum of 13 weeks less any personal leave taken, on any occasion of personal injury or ill health resulting in absence from duty.
- 19.2.3 An employee is not entitled to sick leave when on Workers Compensation.
- 19.2.4 The onus of proof of illness or injury is the responsibility of the employee.

19.3 Carers Leave

- 19.3.1 The Company will pay the salary of a permanent, fixed term or fixed task employee, who is unable to present for duty if he or she is required to be the primary carer for a member of his or her immediate family or a person living his or her household as a family member, to the extent of his or her accrued Personal leave.
- 19.3.2 The onus of proof is the responsibility of the employee.
- 19.3.3 Two days unpaid carers leave is available to all employees each year.

20.0 **Compassionate Leave**

- 20.1 Compassionate Leave is available to employees in connection with the serious illness/injury or death of a close family member (including biological/adopted/step/foster-relative, spouse or de facto spouse). The period of Leave shall be determined taking into account the compassionate circumstances surrounding the request for leave.
- 20.2 At the discretion of the Company compassionate leave may also be granted in other circumstances.

21.0 **Parental Leave**

The Company is obliged to comply with the provisions of Division 6 of Part 7 of the Workplace Relations Act. The Company will provide to employees engaged under the terms of this Agreement the following benefits:

- 21.2 An employee who proceeds on approved maternity leave may claim up to twelve weeks maternity leave as paid leave.

- 21.3 An employee who proceeds on paternity leave to attend the birth of a child is entitled to claim up to seven days of the leave as paid leave.
- 21.4 An employee who proceeds on paternity leave as the primary carer to look after the child and/or the mother after the birth due to illness of both or either is entitled to claim up to six weeks of the leave as paid leave.

22.0 Study Leave

22.1 Eligibility

Eligible employees are:

- 22.1.1 An employee who goes ashore to study and sit for an approved course of study to qualify such an employee as a Deck Officer; or
- 22.1.2 Any other employee who goes ashore for self development study and where such course of study provides knowledge or skills that are desirable or necessary for the employee's current or agreed future position(s) in the Company.

22.2 Approved Course of Study

Generally an approved course of study is a Certificate of Competency, including an Endorsement, as prescribed by the Navigation Act or regulations made there under, conducted by the Australian Maritime College or an approved technical institution or academy.

22.3 Conditions For Accessing Entitlement

The entitlements prescribed below will only be payable by the Company if the following conditions are met:

- 22.3.1 An application in writing has been made by the employee and has been approved in writing by the Company; the Company will not unreasonably withhold approval; and
- 22.3.2 The employee has been in the employment of the Company for the twelve months prior to commencing the period of study; and
- 22.3.3 If the Company so desires, the employee will enter into a written undertaking that the employee will remain in its employment for a period of at least twelve months after sitting for the certificate in question. This arrangement will not prevent the Company from terminating the employment of an employee, however an employee may only terminate their employment during this twelve month period with the Company's consent; and
- 22.3.4 The entitlement will be confined to the first attempt to obtain the certificate in question; and
- 22.3.5 The employee provides the Company with reasonable proof of satisfactory attendance at the course of study and examination.

22.4 Entitlement

- 22.4.1 An employee will be paid at 100% of their annual total salary for the duration of the approved study leave.
- 22.4.2 When on approved study leave, the employee will be off the roster.
- 22.4.3 The employee will be provided with reasonable meals and accommodation if necessary to live away from home to attend the approved study leave if the employee is not living in their home port. This benefit is only payable for the duration of the approved study leave.

23.0 Trainees

23.1 Trainee Production Operators

- 23.1.1 The Company will employ Trainee Production Operators (Trainees) under the provisions of this Agreement as supernumery employees.
- 23.1.2 Whilst employed the Trainee will be required to actively undertake training so as to achieve the Certificate II in Process Plant Operations (PMA20102) as prescribed by accredited Australian training establishments.
- 23.1.3 The Company will pay on behalf of, or reimburse, the Trainee for:
 - 23.1.3.1 All reasonable college fees and costs of tuition and texts;
 - 23.1.3.2 All reasonable travel costs from the employee's home or the facility to attend college;
 - 23.1.3.3 All reasonable meals & accommodation; and
 - 23.1.3.4 All short course fees and costs, including all reasonable travel, meals and accommodation costs.
- 23.1.4 The Company will pay the Trainee a minimum weekly rate of \$1000 per week during on duty periods and off duty periods.
- 23.1.5 The rate contained in paragraph 23.1.4 will be increased each year by the same general percentage increase applying to other employees and from the same operative date.
- 23.1.6 Trainees will be engaged as fixed task employees but will not be entitled to the loading specified in 7.4.
- 23.1.7 Trainees are not entitled to an allowance for sharing accommodation.
- 23.1.8 Other than Trainees who were employees of the Company at the time of commencing as a Trainee, the Company is under no obligation to offer ongoing employment to the Trainee once he or she has attained his or her Certificate II qualification. Should the Trainee accept an offer of employment, service with the Company as a Trainee will count as service for all purposes of this Agreement.
- 23.1.9 Notwithstanding sub clause 23.1.8, each Trainee undertakes to provide the Company with two years continuous service on successful attainment of the Certificate II qualification if offered employment. Failure to honour the undertaking for other than a pressing domestic necessity may result in the Trainee being responsible for reimbursing the Company for other than salary costs during the period he or she was engaged as a Trainee.

23.2 Trainee Officers

- 23.2.1 The Company will, during the life of this Agreement, reimburse an Australian marine vessel operator for the salary of one Australian Resident cadet officer per operating Company facility covered by this agreement in accordance with the provisions of this sub clause.
- 23.2.2 The cadet officer must be engaged by a marine vessel operator who will enable the cadet to undertake study through an Australian based tertiary marine education facility.
- 23.2.3 The cadet officer will be an employee of the marine vessel operator.
- 23.2.4 The AMOU will facilitate the engagement of the cadet officers.

23.3 Trainee General Service Operators, Integrated Operators and Cooks

- 23.3.1 The Company may employ Trainees under the provisions of this Agreement as supernumery employees in the trainee positions for General Service Operators, Integrated Operators and Cooks.

- 23.3.2 Whilst employed, each Trainee will be required to actively undertake training aimed at achieving the necessary qualifications at an accredited Australian training establishment and to participate in the roster whilst not training.
- 23.3.3 The Company will pay on behalf of, or reimburse, the Trainee for:
 - 23.3.3.1 All reasonable college fees and costs of tuition and texts;
 - 23.3.3.2 All reasonable travel costs from the employee's home or the facility to attend college;
 - 23.3.3.3 All reasonable meals & accommodation; and
 - 23.3.3.4 All short course fees and costs, including all reasonable travel, meals and accommodation costs.
- 23.3.4 The Company will pay the Trainee a minimum weekly rate of \$750 per week during on duty periods and off duty periods.
- 23.3.5 The rate contained in paragraph 23.3.4 will be increased each year by the same general percentage increase applying to other employees and from the same operative date.
- 23.3.6 Trainees will be engaged as fixed task employees but will not be entitled to the loading specified in 7.4.
- 23.3.7 Trainees are not entitled to an allowance for sharing accommodation.
- 23.3.8 Other than Trainees who were employees of the Company at the time of commencing as a Trainee, the Company is under no obligation to offer ongoing employment to the Trainee once he or she has attained his or her qualification. Should the Trainee accept an offer of employment, service with the Company as a Trainee will count as service for all purposes of this Agreement.
- 23.3.9 Notwithstanding sub clause 23.3.8, each Trainee undertakes to provide the Company with two years continuous service on successful completion of his or her traineeship. Failure to honour the undertaking for other than a pressing domestic necessity may result in the Trainee being required to reimburse the Company for other than salary costs incurred by the Company during the period he or she was engaged as a Trainee.

23.4 Sea Time

A trainee or an employee shall be required to apply for leave without pay for any period he or she must serve elsewhere to obtain sea time necessary to obtain the certificate for the approved course.

24.0 Issue Resolution Procedure

The Parties commit to making every endeavour to settle issues raised by employees concerning their employment in a timely fashion by frank and open discussion and direct cooperative negotiation using the following process:

- 24.1 The employee will raise and discuss the issue with his or her immediate supervisor whilst on the facility. The employee may have his or her nominated representative present in any discussion on the issue at his or her choice. As discussions will be initially held on the facility, the representative must also be present on board.
- 24.2 If agreement is not reached at this level, the supervisor will refer the issue to the Offshore Installation Manager (OIM) then on the facility.

- 24.3 If the issue remains unresolved, the employee concerned may request the OIM to inform the Operations Manager of the issue and the discussions that have taken place with a view to it being resolved at this level.
- 24.4 The Company undertakes to recognise the representatives of the employee in their role of assisting in the settlement of the issue.
- 24.5 Whilst the above process is being followed the status quo will be preserved and employees will continue to perform their normal duties, subject to safe working practice and without prejudicing the rights of the employee or the Company.
- 24.6 Should the issue still not be resolved after discussions between the employee and his or her representative either the Company or the employee may refer the issue to the Australian Industrial Relations Commission for mediation or conciliation and if necessary arbitration. The Australian Industrial Relations Commission will have the power to interpret and determine any dispute that arises during the life of this agreement. This includes exercising the procedural powers in relation to hearings, compulsory attendance, witnesses, evidence and submissions which are necessary to make the arbitration effective. Such determinations are agreed as final and binding on the parties.

25.0 Organisational Efficiency

- 25.1 The Challis Venture and the Jabiru Venture are both in production decline with rising operating and maintenance costs. Both facilities are nearing the end of field life with Abandonment Planning already underway. To enable both facilities to successfully produce out, innovation and change is required in the organisation of work including the allocation of resources and the overall establishment levels.
- 25.2 Employees are committed to participating in Company reviews of the offshore operations to achieve the objective of producing out the reserves, whilst safely maintaining and operating the facilities. These reviews will include an examination of the organisation of work and the allocation of resources. Reviews will focus on such areas as more optimal and efficient use of contractors; campaign maintenance; workplace practices and efficiencies; and cross skilling.

26.0 Dry Dock Arrangements

During any Docking or Lay-up, in addition to the terms and conditions contained in this Agreement, the following conditions will apply:

- 26.1 If the docking/lay-up is within Australia, Singapore or an OECD country and the vessel maintains its own fire-alarm fire-fighting and emergency-teams in-place then employees may be accommodated on board the vessel so long as all on-board 'hotel-services' (including Galley/air-conditioning/toilets etc) are maintained and neither fumes/painting/noise are, in the general opinion of the majority of employees, unpleasant or disturbing.
- 26.2 In the case of a docking/lay-up in any other circumstance then employees will not be accommodated on board the vessel, but will be provided with hotel accommodation ashore no less than Australian 'three star' standard, on a bed

& breakfast & laundry/ironing/dry-cleaning basis with a daily allowance at least sufficient to cover other meals and incidentals.

- 26.3 Recognising that the *Occupational Health and Safety (Maritime Industry) Act 1993* does not apply whilst the vessel is handed over to control of any contractor/shipyard, and that where the work is taking place in a foreign port AMSA as the *Inspectorate*, are not in a position to intervene in any safety matter, and recognising that in this circumstance the vessel's SMS/work-practices are set aside in favour of foreign workers applying whatever safety standards/rigour apply in that country/shipyard, the parties agree as follows:
- 26.3.1 Before any Docking or Lay-up the Company will advise those employees who will be involved and their nominated representatives of the date and location of the docking/lay-up, the scope of work the manner of utilising ship-staff and ensuring their safety on the job and the intentions regarding accommodation onboard or ashore; and
- 26.3.2 If required the Company will arrange an on-board meeting with the employees and their nominated representatives to clarify any issues and reach agreement.
- 26.3.3 Any alleged safety-issue arising during a docking/lay-up outside of Australia will at first instance be dealt with by the senior Company representative on-board but if not dealt with to the employee's satisfaction he or she shall advise the Company accordingly. The issue will then be dealt with through the normal company safety issue resolution process and employees will not be exposed to the alleged safety issue unless and until the matter is resolved.

Montara Venture Specific Conditions

M1.0 Application

The provisions of this Appendix shall apply to all employees who are bound by this Agreement and perform work on or in connection with the Montara Venture.

M2.0 Term and Transitional Provisions

M2.1 This Agreement shall operate from the date of lodgement of this Agreement with the Workplace Authority or the date employees who will be covered by this Agreement commence living on board the Montara Venture preparatory to leaving the port of Singapore, whichever is the latter.

M2.2 Provided that a roster cycle of three weeks on followed by three weeks off may apply until one week after the facility has been hooked up to the turret. During this period employees will accrue 1.153 days of leave for each day worked under this temporary roster.

M2.3 The value of the accrued but untaken leave and long service leave balance available to each employee on the day before commencing on the roster cycle specified in paragraph 13.1.1 and arising from participation in an even time roster shall be cleared or paid out by, at the option of the employee:

M2.3.1 Paying the value of that accrual into the employee's nominated bank account as earnings; or

M2.3.2 Paying the value of that accrued leave out on termination:

M2.3.3 Paying the value of that accrual, less applicable income tax, into the employee's superannuation fund account as an after tax personal contribution;

M2.3.4 Making arrangements with his or her supervisor to take the leave accrued before moving onto the fixed roster cycle; or

M2.3.5 A combination of the above.

M3.0 Remuneration

M3.1 Annual Salary

M3.1.1 Each employee will receive an annual salary that is not less than the salary specified for his or her classification in this Appendix. The annual salary is all-inclusive and includes compensation for living and working in an offshore environment. The annual salary comprehends all conditions under which work is performed.

M3.1.2 A permanent, fixed term or fixed task employee may, at his or her option be paid his or her salary and continue to receive family medical fund cover as provided for in sub clause 16.1 of this Agreement; or have added to his or her salary the amount of specified in paragraph 15.1.4 in lieu of the Company arranged family medical fund cover.

M3.1.3 The day rate for a casual employee will be based on the salary shown in Column B.

M3.2. Minimum Annual Salaries

Column A: Minimum salary with Health Fund Membership supplied.

Column B: Minimum salary plus Health Fund subsidy.

Salary Level	Effective from 1 st January:					
	2009		2010		2011	
	Column A	Column B	Column A	Column B	Column A	Column B
1	\$155,400	\$162,913	\$161,616	\$169,429	\$168,081	\$176,207
2	\$142,800	\$150,313	\$148,512	\$156,325	\$154,452	\$162,578
3	\$130,200	\$137,713	\$135,408	\$143,221	\$140,824	\$148,950
4	\$115,500	\$123,013	\$120,120	\$127,933	\$124,925	\$133,051
5	\$110,250	\$117,763	\$114,660	\$122,473	\$119,246	\$127,372
6	\$108,150	\$115,663	\$112,476	\$120,289	\$116,975	\$125,101

M3.4 Allocation to Levels

M3.4.1 The allocation of classifications to levels is detailed in sub clause M3.5.

M3.4.2 All new employees will be engaged at the entry level appropriate to his or her classification.

M3.4.3 Employees will be allocated to levels based on qualifications held, experience on the facility, completion of mandatory CBTAs, the recommendation of the employee's supervisor and OIM, and the endorsement of the recommendation by the Operations Manager.

M3.5 Allocation of Operator Technician and Support Classifications to Levels

Level	Operator Technician - Production, Marine, Maintenance Streams	Operator Technician - General Service Operator Streams	Cook and Catering Streams
1	Multi Skilled Level		
2	Experienced Level		
3	Entry Level		
4		Experienced Level	Head Cook
5		Entry Level	Facility Experienced Cook/Caterer
6			Entry for Cook/Caterer

M3.6 Typical Descriptors

Operator Technician – Production, Marine, Maintenance Streams

Level 3: This level is the entry level for the new employee in accordance with the provisions of M3.4.2. Typically the employee will have skills in a single stream and minimal facility experience.

Level 2: This level is for an employee who has successfully completed the mandatory CBTAs for this level and has satisfied the requirements of M3.4.3. Typically the employee will have at least a years experience on the facility and will be undertaking training to achieve a level of multiskilling across the production, marine and maintenance streams.

Level 1: This level is for an employee who is multi skilled across two or more areas of production, marine, maintenance and has satisfied the requirements of M3.4.3. Typically the employee will have at least two years experience on the facility.

Operator Technician – General Service Operator Stream

- Level 5: This level is the entry level for the new employee in accordance with the provisions of M3.4.2
- Level 4: This level is for an employee who has successfully completed the mandatory CBTAs for this level and has satisfied the requirements of M3.4.3. Typically the employee will be undertaking training to achieve a level of multiskilling in other Operator Technician streams.

Cook and Catering Stream

- Level 6: This level is the entry level for the new employee in accordance with the provisions of M3.4.2.
- Level 5: This level is for an employee who has successfully completed the mandatory CBTAs for this level and has satisfied the requirements of M3.4.3. Cook/caterers at this level will require a tradesman cook's qualification or be assessed at an equivalent skill level.
- Level 4: This is the head cook position on the facility. The incumbent will be competent to undertake the hotel duties of the Logistics Support Coordinator. There will only be one head cook on the facility at any time. Typically the incumbent will have a tradesman cook's qualification.

Challis Venture and Jabiru Venture Specific Conditions

CJ1.0 Application

The provisions of this Appendix shall apply to all employees who are bound by this Agreement and perform work on or in connection with the Challis Venture or Jabiru Venture.

CJ2.0 Term and Transitional Provisions

CJ2.1 This Agreement shall operate from the date of lodgement and shall remain in force until the close of business on 31st December 2011. Provided that the parties agree that:

CJ2.1.2 The provisions of sub clause 13.1 Duty Period shall operate from the day on which each employee covered by this agreement is rostered to commence working the roster specified in paragraph 13.1.1;

CJ2.1.3 The provisions of the Agreement dependent on the employee taking up duty on the roster described in paragraph 13.1.1 shall be applied from the day the employee starts that roster; and

CJ2.1.4 All other provisions shall operate from 7 days after the last signature of a party is affixed to the Agreement.

CJ2.2 Notwithstanding the provisions of sub clause CJ2.1, this Agreement shall continue to apply after its nominal expiry date until replaced.

CJ2.3 The value of the accrued but untaken leave and long service leave balance available to each employee on the day before commencing on the roster cycle specified in paragraph 13.1.1 and arising from participation in an even time roster shall be paid out by, at the option of the employee:

CJ2.3.1 Paying the value of that accrual into the employee's nominated bank account as earnings; or

CJ2.3.2 Paying the value of that accrued leave out on termination:

CJ2.3.3 Paying the value of that accrual, less applicable income tax, into the employee's superannuation fund account as an after tax personal contribution;

CJ2.3.4 Making arrangements with his or her supervisor to take the leave accrued before moving onto the fixed roster cycle; or

CJ2.3.5 A combination of the above.

CJ3.0 Remuneration – Marine Employees

CJ3.1 Annual Salary

CJ3.1.1 Each employee will receive an annual salary that is equal to the salary specified for his or her classification in this clause. The annual salary is all-inclusive and includes compensation for living and working in an offshore environment. The annual salary comprehends all conditions under which work is performed.

CJ3.1.2 Fixed term and fixed task employees will receive a loading of 14% of the annual salary in lieu of access to redundancy and severance pay provisions.

CJ3.1.3 A permanent, fixed term or fixed task employee may, at his or her option, be paid the salary contained in Column A and receive family medical fund cover as provided for in sub clause 16.1 of this

Agreement; or be paid the salary contained in column B that includes the amount in lieu of the provision of health fund cover as provided in paragraph 15.1.4 of this Agreement.

CJ3.1.4 The day rate for a casual employee will be based on the salary shown in Column B.

CJ3.2 Annual Salaries

Column A: Salary with Health Fund Membership supplied.

Column B: Salary plus Health Fund subsidy.

Classification	Effective from 1 st January:					
	2009		2010		2011	
	Column A	Column B	Column A	Column B	Column A	Column B
Marine Supervisor	\$174,861	\$182,373	\$181,855	\$189,668	\$189,129	\$197,255
Lead Marine Specialist	\$149,896	\$157,409	\$155,892	\$163,705	\$162,127	\$170,253
Marine Specialist	\$143,385	\$150,898	\$149,120	\$156,933	\$155,085	\$163,211
Marine Technician	\$127,649	\$135,161	\$132,754	\$140,567	\$138,065	\$146,191
Chief Integrated Operator	\$116,537	\$124,050	\$121,199	\$129,012	\$126,047	\$134,173
Integrated Operator II	\$111,896	\$119,409	\$116,372	\$124,185	\$121,027	\$129,153
Integrated Operator I	\$109,393	\$116,906	\$113,769	\$121,582	\$118,320	\$126,446
Chief Cook/Caterer	\$116,537	124,050	\$121,199	\$129,012	\$126,047	\$134,173
Cook/Caterer II	\$111,896	\$119,409	\$116,372	\$124,185	\$121,027	\$129,153
Cook/Caterer I	\$109,393	\$116,906	\$113,769	\$121,582	\$118,320	\$126,446

CJ3.3 Higher Duty Allowance

CJ3.3.1 If an employee is required to undertake a higher duty assignment, he or she shall be paid an allowance equivalent to 2.5 times the difference between his or her substantive salary and the salary of the higher paid classification for all time acting up in the higher position.

CJ3.3.2 A Marine Supervisor who is required to act as an Offshore Installation Manager shall receive a daily allowance for the time so acting of \$249 per day. This amount shall increase to \$259 per day from 1st January 2010 and \$270 per day from 1st January 2011.

CJ3.4 Progression

CJ3.4.1 Progression from Integrated Operator or Caterer/Cook level I to II will be achieved by the employee completing all Safety Critical and Discipline Specific CBTA modules and obtaining a recommendation as being sufficiently competent for progression by two Marine Supervisors and the endorsement of that recommendation by one OIM. In addition Cooks and Caterers will require at least 12 months service on the facilities at Operator level I.

CJ3.4.2 Progression from Marine Technician to Marine Specialist will be achieved by the employee completing all Safety Critical and Discipline Specific CBTA modules and six months service on the facilities as a Marine Technician, possessing an aggregate of six months previous FPSO experience or an aggregate of twelve months tanker or gas carrier experience and obtaining a recommendation as being sufficiently competent for progression by two Marine Supervisors and the endorsement of that recommendation by one OIM.

CJ3.4.3 Promotion to Lead Marine Specialist or Marine Supervisor is generally based upon meeting the minimum mandatory requirements of the higher position, as well as holding the requisite qualifications

for the role. The Supervisor (OIM in the case of promotion to Marine Supervisor) will recommend any promotion and the recommendation will take into account experience on the facilities, satisfactory performance reviews, successful completion of CBTA modules and self development initiatives including the attainment of additional qualifications. All promotions require the approval of the Operations Manager.

CJ4.0 Remuneration – Production Employees

CJ4.1 Annual Salary

CJ4.1.1 Each employee will receive an annual salary that is equal to or greater than the salary specified for his or her classification in this clause. The annual salary is all-inclusive and includes compensation for living and working in an offshore environment. The annual salary comprehends all conditions under which work is performed.

CJ4.1.2 Fixed term and fixed task employees will receive a loading of 14% of the annual salary in lieu of access to redundancy and severance pay provisions.

CJ3.1.3 A permanent, fixed term or fixed task employee may, at his or her option, be paid the salary contained in Column A and receive family medical fund cover as provided for in sub clause 16.1 of this Agreement; or be paid the salary contained in column B that includes the amount in lieu of the provision of health fund cover as provided in paragraph 15.1.4 of this Agreement.

CJ3.1.4 The day rate for a casual employee will be based on the salary shown in Column B.

CJ4.2 Annual Minimum Salaries

Column A: Minimum salary with Health Fund Membership supplied.

Column B: Minimum salary plus Health Fund subsidy.

Classification	Effective from 1 st January:					
	2009		2010		2011	
	Column A	Column B	Column A	Column B	Column A	Column B
Production Specialist	\$143,333	\$150,846	\$149,066	\$156,879	\$155,029	\$163,155
Production Technician	\$127,603	\$135,115	\$132,707	\$140,520	\$138,015	\$146,141

CJ4.3 Higher Duty Allowance

If an employee is required to relieve a Production Supervisor he or she shall be paid a higher duty allowance of \$171 per day for each day of higher duty. This allowance shall increase to \$178 per day from 1st January 2010 and \$185 from 1st January 2011.

CJ4.4 Progression from Technician to Specialist

Progression from Production Technician to Production Specialist will be achieved by the employee completing all Production Specialist CBTA modules and two years service on the facilities as a Production Technician, obtaining a recommendation as being sufficiently competent for progression by two Production Supervisors and the endorsement of that recommendation by one OIM. The Company may recognise prior leaning and experience to the extent that the two years service may be waived or reduced at the discretion of the Company.

CJ5.0 Shorthand Allowance

- CJ5.1 Where a facility is required to continue production operations with less than the normal complement, work shall continue and normal operations be maintained on the understanding that employees required to perform the duties of the absentee shall receive the aggregate wage of the absentee during the period of shorthandedness.
- CJ5.2 The payment of shorthand money shall not apply, however, where the shorthandedness results from the granting of leave to an employee on compassionate grounds or where a temporary shorthandedness occurs as a result of the termination of a member of the complement due to misconduct.
- CJ5.3 Eligible marine department employees will be entitled to participate in the shorthand allowance when the number of marine personnel drops below three on the Jabiru Venture and two on the Challis Venture.
- CJ5.4 Eligible integrated operators will be entitled to participate in the shorthand allowance when the number of integrated operators, including the Chief Integrated Operator, drops below six on the Jabiru Venture and five on the Challis Venture.
- CJ5.5 Eligible catering department employees will be entitled to participate in the shorthand allowance when the number of catering department employees drops below four on the facility or the number of persons on board the facility reaches 38 or above and the catering department manning remains at four.
- CJ5.6 Eligible production employees will be entitled to participate in the shorthand allowance when the number of production employees, including the Production Supervisor, drops below five on the facility.

CJ6.0 Option for Overcycle Compensation

- CJ6.1 In the event the employee chooses to defer compensation for the overcycle days he or she has worked, he or she may arrange with their supervisor to take the overcycle day during what would have been on duty time and at a time convenient to the operations. Each deferred overcycle day taken shall attract an extra one and one half days pay for each such day, provided:
- CJ6.1.1 Compensation for a minimum of seven overcycle days has been deferred;
 - CJ6.1.2 The deferred overcycle days are cleared in blocks of seven consecutive days;
 - CJ6.1.3 The taking of overcycle days as leave does not result in any additional flights or costs to or from the facility;
 - CJ6.1.4 Deferred overcycle days are cleared within twelve months of them being earned; and
 - CJ6.1.5 In the event deferred overcycle days cannot be cleared within twelve months of them being earned, or the employee decides to be paid for the overcycle time, the overcycle days shall be paid at the rates of pay prevailing at the time each overcycle day was earned.
- CJ6.2 This option is not available unless the employee notifies the Company that he or she wishes to take the option up on a continuing or incident by incident basis at the time overcycle days are worked. Where no election is made, the

Company will pay out the overcycle days worked in accordance with the provisions of paragraph 13.1.13.