

AGR Asia Pacific Pty Ltd

AND

Maritime Union of Australia

**Crystal Ocean
Enterprise Agreement 2008**

1 JULY 2008

**AGR ASIA PACIFIC PTY LTD AND MARITIME UNION OF
AUSTRALIA
CRYSTAL OCEAN ENTERPRISE AGREEMENT 2008**

CLAUSE 1.0 TITLE

This Agreement shall be known as the AGR Asia Pacific Pty Ltd and Maritime Union of Australia Crystal Ocean Enterprise Agreement 2008.

CLAUSE 2.0 ARRANGEMENT

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CLAUSE 3.0 DEFINITIONS

"Act" means the Workplace Relations Act 1996.

"AGR" means AGR Asia Pacific Pty Ltd.

"At sea" means when the vessel is not connected to the riser.

"Award" shall mean the Floating Production Facilities Award 2000 as amended.

"Company" means AGR Asia Pacific Pty Ltd.

"Employee" means Chief Integrated Rating, Integrated Rating, Storeman/ Integrated Rating, Chief Steward, Chief Cook and Steward.

"Employer" means AGR Asia Pacific Pty Ltd.

"Facility" means the Crystal Ocean FPSO.

"MUA" means Maritime Union of Australia.

"OIM" means the Offshore Installation Manager.

"On location" means when the vessel is connected to the riser turret, which is designed to transfer oil and gas from the seabed to the vessel.

"Parties" means AGR Asia Pacific Pty Ltd and the Maritime Union of Australia.

"POB" means Persons on Board.

"PSLA" means the Petroleum Submerged Lands Act 1967.

"Union" means Maritime Union of Australia (MUA).

CLAUSE 4.0 SCOPE AND APPLICATION

The parties to this Agreement are AGR Asia Pacific ("the company" or "AGR") and the Maritime Union of Australia on behalf of its members in respect of employment or in connection with the Floating Production Storage and Offtake ("FPSO") facility "Crystal Ocean".

This Agreement applies to and is binding upon the parties referred to above and to all employees employed in the classifications set out in Clause 13.0 and who are employed on the Floating Production Storage and Offtake ("FPSO") facility "Crystal Ocean" and shall be read and interpreted in conjunction with the Floating Production Facilities Award 2000 as varied, provided that where there is any inconsistency between this Agreement and the Award, this Agreement shall prevail to the extent of the inconsistency.

Where Articles of Agreement are in force on a facility, all conditions of this agreement shall be deemed to be part of the Articles of Agreement entered into by the employee in respect of his/her service on a facility.

CLAUSE 5.0 TERM OF AGREEMENT

This Agreement shall operate from the day the Agreement is lodged with the Workplace Authority and shall remain in force until 31st December 2009.

CLAUSE 6.0 PROBATIONARY PERIOD

A probationary employee is an employee who is employed for a probationary period for the purpose of determining the employee's suitability for permanent employment.

The employee must be advised in advance that the employment is probationary and duration of the probation shall be no more than six months i.e. up to 12 weeks on duty on the facility.

Probationary employment forms part of an employee's period of continuous service for all purposes of the Agreement.

Employment during the probationary period 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.

CLAUSE 7.0 CASUAL EMPLOYMENT

An employee may be engaged on a casual basis to cover temporary absence or to supplement the existing crew on a short-term or intermittent basis. Casual employees may relieve on a temporary basis but shall not be substituted for permanent. Casual employees will receive a 20% casual loading.

The base day rate for casual employees shall be calculated by dividing the appropriate salary in the following table by 365. The total rate per day worked for casual employees shall be calculated by multiplying the base day rate by 2.4. The total rate per day worked includes the 20% casual loading and payment for leave that would otherwise accrue and the total rate shall be paid for each day worked up to the day prior to leaving the facility. Payment for work that a casual employee performs on the day they leave the facility is incorporated in the salary table below.

Classification	1/01/07	1/08/07 + 1% + 4.5% + 2.212%	1/01/08 +5%	1/01/09 +5%
Chief IR Chief Cook Chief Steward Storeman	\$107,193	\$115,639	\$121,421	\$127,492
Integrated Rating Caterer Level 2	\$103,183	\$111,313	\$116,879	\$122,723
Integrated Rating Caterer Level 1	\$101,018	\$108,978	\$114,427	\$120,148

CLAUSE 8.0 TERMINATION OF EMPLOYMENT

8.1 Permanent Employee

Employment may be terminated by the giving of one month's notice on either side, at any time, or by the payment or forfeiture of one month's salary as the case may be. When notice is given by the employer, an additional week's notice will be provided where the employee is aged 45 years or more.

8.2 Casual / Relief Employee

Casual employees 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 salary as the case may be.

8.3 Summary Dismissal

If an employee is guilty of a serious misconduct, or refuses to obey a lawful, safe and reasonable order; employment may be terminated without the notice period. Remuneration will only be payable to the time of the summary dismissal.

CLAUSE 9.0 REDUNDANCY

As employees subject to this agreement will be working a 15 week work cycle comprised of 6 weeks on duty and 9 weeks off duty, by means of a variety of rosters, i.e. 3:3:3:6 or 3:4:3:5, the parties have agreed that should an employee be terminated due to the employees position being made redundant, no additional payments of any kind be made over and above the payments due to the employee under the terms of this Agreement.

CLAUSE 10.0 HOURS

The hours of work will normally be 12 hours per day, inclusive of meal breaks.

Employees should not normally work 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 or other exceptional circumstance.

All employees should be aware of their obligations (under the Petroleum and Submerged Lands Act) 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.

Having regard to the fact that weather or other conditions could at any time require the facility to disconnect and sail, the Master and the Offshore Installation Manager will ensure that the provisions of STCW 95 Chapter VIII are complied with for Watch-keepers.

CLAUSE 11.0 DUTY PERIOD

Until 30 June 2008, the usual tour of duty for an offshore cycle shall be 21 days rostered on the facility and 21 days rostered off the facility. Individual employees may make private arrangements with the consent of their opposite number or back to back and the approval of the OIM which shall not be unreasonably held to vary this usual tour of duty, provided such arrangements do not increase the operating costs.

From 1 July 2008, employees, other than casual employees, employed subject to the terms of this agreement will work a 15 week roster consisting of two periods of three weeks on duty and nine weeks off duty, taken as two periods off duty of 3 weeks and 6 weeks or alternatively two periods off duty of 4 weeks and 5 weeks. The employee will be advised as to which particular roster the employee will be required to work by the Operations Manager or OIM or Supervisor, i.e. either 3:3:3:6 or 3:4:3:5.

Casual employees will be advised prior to engagement the expected duration of their engagement which will not exceed 3 continuous weeks except by agreement.

Where the weather does not permit helicopters to perform the crew-change on the normal crew-change day the parties agree that the crew-change may be postponed or brought forward on the following basis:-

- It shall occur when the weather permits helicopters to land on the Facility;
- An employee who has already commenced travelling from home to join the facility will have each day (or part thereof) of delay, even if turned around and sent home again, count as a day of duty.

Early Crew Change

- An employee, who is required to join the facility prior to their rostered swing on day, shall be paid 2.5 days pay in addition to the payment for a rostered leave day, for each day worked prior to their rostered swing on day.
- An employee, who is required to leave the facility prior to their rostered swing off day, shall have a Pre-paid training day added to their balance for each day (or part thereof) that the employee is not required to work prior to their rostered swing off day.

Late Crew Change

- An employee who was due to swing off but is delayed at the request of the employer or due to circumstances beyond the control of the employee shall be paid 2.5 days pay in addition to the payment for each rostered-leave-day, for each day worked after the rostered swing off day.
- An employee who is required to remain on leave after their rostered swing on day shall have a Pre-paid Training day added to their balance for each additional day of leave prior to the actual swing on day.

AGR shall make every endeavour to make the actual crew change day as close as practicable to the scheduled crew change day.

The on duty period commences the day the employee joins the facility. The off duty period commences the day the employee leaves the facility.

The reporting point shall be the nearest regional or capital city airport to an employee's home residence. For employees domiciled in Victoria, the Company will designate a reporting point that meets operational needs.

If an employee reports to the designated reporting point and due to no fault of their own, the employee is not able to commence travelling, they shall be deemed to be on duty.

Where an employee has to wait for four hours or more for a connecting flight whilst travelling between the facility and their home port the employer agrees to provide hotel accommodation where available on the basis of one person per room, where reasonable having regard to the total travel time.

CLAUSE 12.0 SUPERANUATION

- 12.1. The Company shall make available to all employees superannuation coverage as follows-
 - 12.1.1. Permanent employees to an agreed fund.
 - 12.1.2. Casual employee's 14% of an employee's salary to the Seafarers Retirement Fund which meets in full the employer's responsibilities for superannuation contributions death and total and permanent disablement contributions and salary continuance.
- 12.2. To provide a retirement benefit all permanent employees will contribute 5% of salary and AGR Asia Pacific will contribute 14% of salary to a superannuation fund (SRF) which meets in full AGR Asia Pacific's superannuation, death and total and permanent disablement contributions and salary continuance contributions.
- 12.3. AGR Asia Pacific will forward all employer and employee contributions including additional salary sacrifice amounts to the fund monthly.
- 12.4. Arrangements for salary sacrifice for an individual's contributions to a superannuation fund are:
 - 12.4.1. Employees may salary sacrifice their 5% contribution and an additional amount to an agreed employee nominated accumulation fund to the maximum allowed by Superannuation and Taxation laws.
 - 12.4.2. Contributions will be fully vested and will have to be preserved in accordance with the Superannuation Industry (Supervision) Act 1993 regulations.
 - 12.4.3. The amount of salary sacrifice will be able to be varied as per company policy and Australian Taxation Office guidelines.
- 12.5. The effect of such a salary sacrifice arrangement on an employees salary is as follows-
 - 12.5.1. For the purposes of fortnightly pay the reduced salary will be used to calculate the amount payable.
 - 12.5.2. For the purposes of payment in lieu of the period of notice on termination of employment, the salary before any salary sacrifice will be used.
- 12.6. Salary sacrifice to the superannuation scheme is on the basis that it remains cost neutral to AGR Asia Pacific. Accordingly if at any time that while an employees election to salary sacrifice superannuation is in force, there are material changes in taxation or superannuation laws, practices or rulings that materially alter the benefit to the employee or the cost to AGR Asia Pacific of acting in accordance with the election, either the employee or AGR Asia Pacific may, upon one months notice in writing, terminate the election.

CLAUSE 13.0 REMUNERATION

13.1. ANNUAL SALARY – Permanent Employees

The annual salary set out in the table below is all-inclusive and includes compensation for living and working in an offshore environment. The salary comprehends all conditions under which work is performed. These salaries are effective from the first complete pay-period commencing on or after 1st January 2007.

Employees will receive the salaries in the table below which include a component in lieu of medical benefit insurance for full family hospital and medical cover, which has been rolled into salary for all purposes.

Permanent employees shall be paid the appropriate salary according to their classification as set out in the following table:

	01/01/07	01/01/08	01/01/09
Chief IR Chief Cook Chief Steward Storeman	\$107,193	\$111,481	\$113,242
Integrated Rating Caterer Level 2	\$103,183	\$107,310	\$109,005
Integrated Rating Caterer Level 1	\$101,018	\$105,059	\$106,719

Each pay notice will show the full details of gross pay, deductions, net pay, and leave accrued and taken, allowances, employer superannuation contributions, and employee superannuation contributions. The fortnightly salary will be the annual salary divided by 26.

The day rate shall be the annual salary divided by 365.

No deductions shall be made to an employee's salary unless prescribed in this agreement or by written agreement with the employee.

13.2. Higher Duty Allowance

Where an employee is required to undertake a higher duty assignment they shall be paid at the higher rate for all time acting up in the higher position. The higher rate shall also apply to 1.5 days of leave for each day acting up.

13.3. Progression and Promotion

Upon commencement an employee will be engaged at a Level 1 classification. Progression to Level 2 will occur if an employee has successfully completed all of the Safety Critical and Discipline specific CBTA modules, the probationary period and has either:

- 12 months in aggregate, FPSO experience; or
- 24 months in aggregate Tanker or Gas Carrier employment.

13.4. Expense Reimbursement

13.4.1. An employee will be reimbursed for either:

- One taxi fare to the airport from his home, and vice versa, for the purpose of travelling to or from the FPSO, upon production of a receipt; or
- one mileage claim at the current Australian Taxation Office mileage rate per kilometre up to a maximum of what it would have cost the employer if the employee had taken a taxi to the airport from his home, and vice versa, for the purposes of travelling to and from the FPSO, upon production of a claim form. Where the vehicle is returned to the employee's place of residence then the kilometres for the return journey will be counted but the amount claimed for the round journey cannot exceed the cost of the taxi fare provided for in paragraph 13.4.1. dot point 1.

13.4.2. All other reasonable expenses apart from those contained in subclause 13.4.1. and with the exception of alcohol and entertainment expenses will be at the employer's cost.

CLAUSE 14.0 PAY PERIOD

Salaries will be paid fortnightly by electronic funds transfer into an account of the employee's choice.

CLAUSE 15.0 LEAVE

15.1. Annual Leave

15.1.1. Up to 30 June 2008, to compensate for public holidays, intervals of leave, annual leave and time spent travelling in off duty time, an employee, other than a casual employee, shall accrue an entitlement to time off at the rate of 1:153 days leave for each day spent on offshore duty. Where an employee spends more than one off duty day travelling to or from the facility, a day of time off shall accrue for each additional day or part thereof spent travelling. In acknowledgement that the swing off day is an off duty day and an employee may be required to work for all or part of the day, swing off days shall accumulate on an annual basis as paid leave days and will be taken in conjunction with other leave. Employees will not be required to take more than 7 days of leave in advance of their entitlement at any time.

15.1.2. All employees are entitlement to four (4) weeks annual leave per annum. The 15 week roster set out in Clause 11.0 of this agreement includes the 4 weeks annual leave and is in consideration of public holidays, intervals of leave, time spent on travel in the off duty time and work undertaken on an employees swing off day.

15.2 Long Service Leave

The parties agree that with the implementation of the 15 week roster, employees entitlement to long service leave is fully provided for within the 15 week roster.

15.3 Compassionate Leave

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 factor spouse). The period of leave shall be determined taking into account the compassionate circumstances surrounding the request for leave. At the discretion of the employer compassionate leave may also be granted in other circumstances.

15.4. Parental Leave

Parental leave shall be available to employees on the basis of:

Employees who are the primary care givers and with at least twelve (12) months continuous service with AGR Asia Pacific Pty Ltd will be entitled to the payment of six (6) weeks paid parental or adoption leave at their normal salary rate. In the event that a partner of an employee, who is the nominal primary care giver, is unable to care for the child due to serious illness or death, the employee shall be entitled to up to six (6) weeks paid leave from the time of the birth.

The provisions of Parental Leave as per the Workplace Relations Act 1996 are incorporated into the terms of this agreement.

CLAUSE 16.0 TRAINING

16.1 Training

Employees are required to undergo appropriate training in accordance with the business/safety needs of AGR Asia Pacific and competency requirements of the classification. This training may take place on the facility during the on duty period or in the off duty period onshore.

When training is undertaken in off duty time, AGR Asia Pacific will pay for any registration fee, travel, meals, accommodation and reasonable expenses incurred in attending the training. Alcohol, telephone and entertainment expenses will not be reimbursed.

16.2 Training Days

Effective from 1 July 2008 each employee will have six pre-paid training days which the company can utilise for training without the payment of additional salary.

The timing of the training whilst the person is off shift is to be mutually agreed with adequate notice.

Where an employee attends training during their off shift, in the first instance, pre-paid training days will be utilised. Once all pre-paid training

days have been used and further attendance at training has been agreed, employees will receive their normal pay plus an additional 1/365 pay per day.

16.3 HUET Training

All employees will be required to hold a current HUET certificate. AGR Asia Pacific Pty Ltd shall pay for the HUET course costs.

CLAUSE 17.0 DRUGS AND ALCOHOL

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

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/her duties, must be declared to the OIM and Marine Supervisor upon arrival at the facility. No alcoholic beverages are allowed to be taken to the facility.

If an employee is found to be under the influence of alcohol or unlawful drugs while on duty or whilst travelling on company business, the company's counselling and discipline procedure will be applied. Depending upon the circumstances, the employee may be dismissed.

The AGR Asia Pacific Drugs and Alcohol policy document shall be applied as if that policy forms part of this agreement.

CLAUSE 18.0 MEDICALS

AGR Asia Pacific Pty Ltd will reimburse an employee for the cost of any medical examination, eyesight or hearing test, AMSA M09 costs for re-validation of certificate, required at AGR Asia Pacific's request.

Should there be reasonable and sufficient grounds; an employee may be required to undergo a medical examination for the purposes of determining the employee's ability to perform their work safely.

CLAUSE 19.0 EXPENSES

19.1.1 AGR Asia Pacific Pty Ltd except as otherwise provided for shall reimburse an employee any expenses reasonably incurred by the employee in performance of duties for and on behalf of AGR Asia Pacific Pty Ltd. Alcohol and entertainment expenses will not be reimbursed.

19.1.2 As well as to other matters, this clause shall apply to-
Subject to 19.2.2 hereof, enquires as to casualties or as to the conduct of employees and/or employees and to proceedings for any alleged breach of any maritime or port or other regulations, unless the authority conducting the inquiry or proceedings finds that such inquiry or proceedings have been occasioned by the default or misconduct of the employee or, in the

event of an appeal there from, the appellate tribunal finds that such inquiry or proceedings have been occasioned by the serious default or serious misconduct of the employee.

- 19.2.2. Reimbursement of reasonable legal costs incurred or fines imposed by a competent tribunal under any applicable environmental legislation unless such proceedings have been occasioned by the serious default or serious misconduct of the employee concerned.
- 19.2.3. If the employer disputes its liability under this clause, the question shall be dealt with in accordance with the settlement of disputes procedures.

CLAUSE 20.0 DAMAGE TO PERSONAL EFFECTS

Compensation for damage to personal effects whilst travelling to/from work is covered by AGR's travel insurance policy. It is the employee's responsibility to complete the claim form in order to progress the claim for compensation.

CLAUSE 21.0 AMENITIES AND ACCOMMODATION ALLOWANCE

- 21.1. AGR Asia Pacific Pty Ltd shall accommodate and keep each employee upon the vessel free of charge and shall provide-
 - 21.1.1. Food, dining, mess room utensils, bedding and bathing supplies to the best Australian Shipboard standard.
 - 21.1.2. Where a disagreement occurs on the application of Clause 21.1.1 which cannot be resolved on board it shall be immediately referred to AGR Asia Pacific Pty Ltd and the union for resolution.
 - 21.1.3. An AM/FM/SW radio with tape deck and compact disk capability, colour television set, multi-media computer with internet availability, DVD player and video-cassette recorder shall be provided for each vessel as practicable. Physical exercise equipment will be provided on board the facility, where such equipment is requested and can be practicably and reasonably installed.
- 21.2. It is the Chief Caterer's responsibility to ensure that the living quarters, dining rooms, recreation rooms, galley, food storage and handling rooms are maintained in a clean and hygienic state.

21.3. Communications

- 21.3.1. AGR Asia Pacific Pty Ltd shall provide employees with access for private use to Email (no attachments) and telephone/fax communications, where such communications are available, in the most effective manner.
- 21.3.2. It is noted that this clause does not prevent AGR Asia Pacific Pty Ltd seeking to recoup the costs of such private use (i.e. incidental-usage should not incorporate over-head cost of providing the infrastructure). Should AGR Asia Pacific Pty Ltd seek to recoup a cost, which is considered

unreasonable, the matter will be resolved in accordance with the dispute settlement procedure.

21.4. Cabin Sharing

Where an employee is required to share accommodation and is not already in receipt of any monetary consideration thereto, the employee shall be entitled to the following-

- From 1 July 2007 an allowance of \$34.40 per day on each day a person shares a cabin with one other person.
- From 1 July 2007 an allowance of \$44.40 per day on each day a person shares a cabin with two other persons.
- From 1 July 2007 an allowance of \$54.40 per day on each day a person shares a cabin with three other persons.

CLAUSE 22.0 SETTLEMENT OF DISPUTES PROCEDURE

It is agreed that every endeavour will be made to settle amicably a grievance or dispute which may arise by direct co-operative negotiation. Should any grievance or dispute arise the following shall apply:

- (a) the employee will discuss the matter with the immediate supervisor and if requested may have a representative present (who is on board the facility);
- (b) if agreement is not reached at this level, the supervisor will refer the matter to the Offshore Installation Manager (OIM);
- (c) if the matter remains unresolved, the employee concerned may request via the OIM that the management of the company consider the issue with a view to it being resolved at this level;
- (d) if the matter remains unresolved, the employee concerned may request a federal official of the MUA to discuss the issue with the Company on behalf of the employee;
- (e) if requested by an employee, the MUA may then confer with the company with the view to settling the grievance or dispute;
- (f) while the above procedure is being followed the status quo should remain and employees should continue to perform their normal duties without prejudicing the rights of either party.

If the matter is still not resolved, the matter may be referred by either the employee(s), or at the employee(s) request their representative, or the company to the Australian Industrial Relations Commission (AIRC) for conciliation and if necessary, arbitration. If arbitration is necessary, the AIRC may exercise the procedural powers in relation to hearings, compulsory attendance, witnesses, evidence and submissions which are necessary to make the arbitration effective.

CLAUSE 23.0 PROTECTIVE AND INDUSTRIAL CLOTHING

All protective and industrial clothing will be provided by AGR Asia Pacific Pty Ltd. Protective and industrial clothing shall remain on board the facility other than where required for training course attendance.

Employees are required to wear the protective clothing and equipment and failure to do so may lead to the termination of their employment.

CLAUSE 24.0 HEALTH INSURANCE

The salaries as stated in the table listed under Clause 13.1 of this Agreement include a component in lieu of medical benefit insurance for full family hospital and medical cover, which has been rolled into salary for all purposes.

CLAUSE 25.0 SALARY SACRIFICE

AGR will enable each employee (regardless of the mode of their employment) to make additional contributions, into an accumulation section of the Fund, via "salary-sacrifice" on the following basis;

- The company shall not incur additional cost (other than administration) as a result of this sub-clause; and
- The employee may "salary sacrifice" up to maximum amount permitted by the Australian Taxation Office of his/her personal pre-tax income; and
- The employee may alter his/her personal "salary sacrifice" arrangements only once each year; and
- These arrangements may be terminated by the company, the MUA or the employee should the Taxation Act, or Rulings pursuant to it, be altered as regards "salary sacrifice" arrangements generally.

CLAUSE 26.0 COUNSELLING SERVICE

AGR Asia Pacific Pty Ltd shall provide to all employees an independent confidential counselling service to be the first recourse in relation to any stress/addiction/problem including in home or workplace relationships that may, if untreated, affect performance in the workplace.

CLAUSE 27.0 RECORDS

27.1. AGR shall keep or cause to be kept a record containing;

- The amount of salary and all allowances or other payments payable to each officer and, where applicable, the date when and the place where leave due was granted and the amount thereof.
- The employment record of each officer showing details of commencement, termination dates and date of permanent employment will be maintained for the previous two years.
- All employees shall be required to complete an AGR Asia Pacific timesheet showing the days worked on the facility. This timesheet shall be submitted for approval by the OIM every Monday morning.
- Such records shall be open to inspection by the employee(s).

27.2 It is agreed the company, employees and the employee representative should the employees choose one, will annually monitor and review the application of this Agreement.

CLAUSE 28.0 EMPLOYMENT RELATIONSHIP

Employees may be employed in one of the following ways:

- a) For an indefinite duration = permanent employee
- b) For a short term duration = casual relief employee

28.1. Permanent Employee

28.1.1. The contract of employment has no specified end date. Employment is ongoing.

28.2 Core Manning

28.2.1. The core manning will comprise permanent employees who have ongoing employment.

28.2.2. Core manning levels per swing shall be set as follows whenever the vessel is on location or underway;

- One Chief Integrated Rating
- Three Integrated Ratings
- One Storeman/CIR
- One Chief Steward
- One Chief Cook
- One Steward

The number of cook/catering personnel shall vary according to the vessel POB in accordance with the following table:

POB	No Of Personnel
0-20	2
21-30	3
31-45	4

CLAUSE 29.0 SECURITY

Employees proceeding to and returning from the facility may be required to undergo a baggage search in accordance with Helicopter Operations Procedures.

Any breach of this policy will be dealt with in accordance with the Company Counselling and Disciplinary Procedures.

CLAUSE 30.0 NAVIGATION ACT, SEAFARERS REHABILITATION AND COMPENSATION ACT

Nothing in this Agreement shall be construed as limiting the rights of any employee under the Navigation Act 1912 as amended.

The provisions of the Seafarers Rehabilitation and Compensation Act 1992 and Sections 127, 132 and 132B of the Navigation Act 1992 shall be applied, as if they formed part of this Agreement, if an employee is injured while at work or if an employee is unable to commence duty due to an illness or injury. Any illness or

injury occurring during an employees' off duty period that will prevent the employee from returning to the facility must be notified to the AGR Asia Pacific Pty Ltd Responsible Onshore Management Representative.

CLAUSE 31.0 INSURANCE

- 31.1. AGR Asia Pacific Pty Ltd will provide and pay for insurance against loss of salary for each employee where an employee is unable to commence a scheduled on-duty period due to either an accident incurred whilst on leave or due to illness.
- 31.2. Any benefit paid to an employee as a result of this insurance cover is in addition to any benefit obtained under Sections 123 to 134 of the Navigation Act.
- 31.3. The insurance cover will be based on the following conditions-
 - 31.3.1. The insurance will commence from the day that an employee is unable to commence a scheduled on-duty period due to either illness or an accident that occurred whilst the employee was on leave.
 - 31.3.2. For the purposes of this paragraph a "scheduled on-duty period" means the Leave Swing under which an employee was engaged at the time of the illness or accident.
 - 31.3.3. The benefits provided to an employee by this insurance cover shall be limited to a maximum of 10 weeks in the first year of service and 12 weeks in each subsequent year of service, regardless of the number of accidents or illnesses suffered by the employee in any year of service.
 - 31.3.4. For the purposes of this paragraph, "year of service" shall be calculated from each employee's commencement date with AGR Asia Pacific Pty Ltd. From the commencement date of this Agreement, each employee will be entitled to claim the appropriate maximum entitlement up until the commencement of their next "year of service", provided the maximum entitlement does not exceed the period of time between the date of this Agreement and the commencement of their next year of service. When an employee has less than 10 or 12 weeks before the commencement of their next year of service, their maximum entitlement will be the remaining period of the current year of service.
 - 31.3.5. The maximum entitlements prescribed in this clause do not accumulate from year to year.
 - 31.3 6. During a period covered by this insurance, an employee will neither accrue nor use leave.
 - 31.3.7. Over the period of the insurance an employee will receive 75 per cent of the employee's normal salary prescribed by this Agreement.

31.3.8. Benefits provided by this insurance shall cease when the employee is certified as fit to resume duty by a qualified medical practitioner or upon reaching the maximum limit of the insurance benefits as prescribed 31.3.3. whichever is sooner.

31.3.9. No medical expenses are payable under this insurance.

CLAUSE 32.0 TRAINEE INTEGRATED RATING

The parties have reached agreement on the employment of a Trainee Integrated Rating who will undertake mutually agreed [i.e. by the parties] courses of study which are in compliance with standards prescribed by Australian Maritime College:-

32.1. Trainee Integrated Rating will undertake mutually approved training to obtain the Certificate III in Transport & Distribution (Maritime Operators) – Integrated Rating and, subject to satisfactory performance, shall be entitled to the following:-

- payment of all reasonable college fees/costs, all reasonable travel to attend the college and provision of reasonable meals and accommodation;
- payment at a rate of \$45,000.00 per annum, plus superannuation;
- Hours of work – standard 38 hours per week at college (14 weeks), 12 hour roster when working offshore (36 weeks to attain IR Ticket);
- Annual Leave – working offshore equal time, during onshore training period pro-rated proportion of 4 weeks;
- Ten days sick leave.

The company is under no obligation to offer ongoing employment to the Trainee once having attained his/her Integrated Rating Ticket, but if the company does so and the offer is accepted the period as Trainee counts as service with the company under this agreement.

CLAUSE 33.0 INTRODUCTION OF CHANGE

The employer will consult with employees prior to introducing any significant changes which will, or is likely to impact on employment levels, work processes, employee's duties or other employment related issues. Employees will be given reasonable access to information regarding such changes.

EXECUTION PAGE

Signed for and on behalf of **AGR Asia Pacific Pty Ltd:**

.....

Title _____

By _____ (insert full name)

Date _____

Address _____

Authority to Sign _____

Witnessed By _____

Witness Name _____

Witness Address _____

Signed for and on behalf of the **Maritime Union of Australia**

.....

Title _____

By _____ (insert full name)

Date _____

Address _____

Authority to Sign _____

Witnessed By _____

Witness Name _____

Witness Address _____