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This Agreement shall be known as the Four Vanguard Woollybutt FPSO Agreement 2006 - 2009.

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Act means the Workplace Relations Act 1996.

AFM means Australian FPSO Management Pty Ltd

“AIMPE ”	means the Australian Institute of Marine and Power Engineers
“AMOU”	means the Australian Maritime Officers Union.
“Annual Salary”	means that amount relevant to the classification in Clause 11.1 and represents 365 days per year.
“AWU”	means the Australian Workers Union
“The company”	means Australian FPSO Management (AFM) or Total Marine Services (TMS)
“Cycle”	means a 15 week roster cycle [3 weeks worked on the facility, 3 weeks leave, 3 weeks worked on the facility, 6 weeks leave] or, in the case of a Casual Relief Employee he/she is considered to have relieved for a roster cycle if he/she has worked on the facility for 6 weeks in consecutive periods of leave and work.
“Day”	means 12 midnight to 12 midnight. and 1/365 of the annual salary
“Duty Day”	Means a day rostered on to work
“The employer”	means the entity that is the legal employer of the particular classification/individual employee in question. Classifications covered by this agreement are variously employed by either AFM or TMS
“Each employer”	means each of AFM and TMS
“Establishment/core manning”	means the minimum manning agreed between the parties (clause 16)
“FPSO”	means Floating Production Storage and Offtake facility, which is a floating vessel usually engaged at sea, whether propelled or non-propelled, and which may be disconnectable or permanently fixed to a mooring riser and which is used to recover, receive, process, store and despatch hydrocarbons to a shuttle tanker.
“MUA”	means Maritime Union of Australia
Off Duty Day	means a day of Leave
“on location”	means a place at sea where a floating production facility is usually attached to a mooring riser.
“the parties”	means the signatories to the agreement
“TMS”	means Total Marine Services Pty Ltd
“vessel”	means a vessel used in navigation, other than air navigation, and includes a barge, lighter or like vessel and includes a floating production facility.

4 APPLICATION

This Agreement applies to and is binding upon Australian FPSO Management Pty Ltd ("AFM"), Total Marine Services Pty Ltd ("TMS") and the Unions who are signatories to the agreement and

all employees in respect of employment on the FPSO "Four vanguard " in any of the classifications (however designated) referred to in clause 14.

5 TERM

This Agreement shall operate on and from registration to the 31st December 2009. Except that Wage increases in clause 14 shall apply from first pay period on or after 1st January 2006.

6 CONTRACT OF EMPLOYMENT

To maintain stable employment the employer agree to maintain core manning as set out in clause 12 of this agreement.. Employees will be engaged initially for a probationary period of 6 months.)

6.1 DUTIES & TRANSFER

An employee shall perform such duties as the employer may require and in the manner at the time or times required, provided that such requirement is reasonable, lawful and within the employee's level of competence, skill and training.

Employees may be required from time to time to transfer onshore at the direction of the employer for a short term or temporary assignment. Offshore earnings will be maintained for the duration of the assignment.

6.2 EMPLOYMENT RELATIONSHIP & TERMINATION

Employees may be employed in one of the following ways:

- a) For an indefinite duration = permanent employment
- b) For a short term duration = casual relief employment
- c) For periods 1 cycle or more = fixed term employment

6.2.1 PERMANENT EMPLOYMENT & TERMINATION

Where employment is terminated on account of position becoming redundant, then the redundancy provisions set out in this agreement will apply.

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 notice as the case may be.

An employee may be engaged or employed for a probationary period for the purpose of determining the employee's suitability for permanent employment.

The employee's employment is probationary for a period of 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.

6.2.2 CASUAL EMPLOYEES AND FIXED TERM EMPLOYEES

Employees engaged for a casual assignment or fixed term may be engaged in the following circumstances:

- * to cover a temporary or unplanned absence;
- * to supplement the normal establishment;
- * to cover a planned absence.

A casual employees engaged for less than a cycle shall receive a casual loading of 20% payable on the Annual Salary. Casual shall receive leave on a one for one basis. Casual

employee shall also receive payment for the Swing off day. All other leave is compensated in the Casual Loading.

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.

Employees who relieve for a roster cycle (i.e. 6 weeks worked on the facility in consecutive period of leave and work) shall be placed on fixed term employment and be paid in accordance with the roster. This may require an adjustment to the casual loading should a casual employee be required to remain on the facility for a rostercycle.

6.3 SUMMARY DISMISSAL

If an employee is guilty of serious misconduct, 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.

7 ROSTERS AND DUTY PERIODS

7.0 The current two crew duty system shall operate providing for the appointment of two crews to the facility, one on duty on board and the other off duty or in transit this shall continue to apply until (insert Roster Commencement Date) together with the appropriate leave accruals etc as applied under the previous agreement. From that date the new roster will commence and provisions as set out below shall apply.

The translation of the leave balance into a dollar figure should be calculated in detail and posted to the employee for review by the employee; if agreed by the employee he/she should then sign it, take a copy for his or her own records, and return it to the company.

7.1 Rosters

The parties agree to a fundamental change from the 1.153 leave accrual system to a fixed roster which does not require an employee to accrue leave in order to be rostered for leave. Consequently all accruals , Dead Days , Travel Days and swing off days no longer prevail.

The Four Vanguard roster system is a variation on the Norwegian Roster as follows: *Employees shall work a roster of 3 weeks on followed by 3 weeks off, however, in every 15 week cycle, will incorporate the accrual and aquittal of annual leave , public holiday, and travel time concepts.*

This Four Vanguard roster cycle also incorporates the following previous leave entitlements the daily duty day accrual of 0.153, public holidays, and time spent traveling in off duty time.

This does not apply to Long Service Leave which will continue to accrue.

Changes to the roster can be instigated by mutual agreement with the respective "back to back" employee. Any such changes should be discussed and agreed with the relevant Supervisor or the Offshore Installation Manager beforehand.

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

7.2 Utility Days

Utility days are a feature of the Four Vanguard roster cycle and are allocated on the anniversary date of the new roster each year. A Utility day bank of 6 days per annum will be

established. The bank will be debited where an employee is required to attend training, to perform office based work or to provide relief.

It is the intention where possible to have Utility Days coincide with the commencement or completion of the Duty cycle. The exception would be training courses that cannot be scheduled to coincide with a duty period.

7.2.1 Application of Utility Days

- * six (6) Utility days are allocated to each employee each year;
- * Utility days may be used for any Company business such as training or relief work;
- * Utility days accrue over 2-year period. Unused days from Year 1 will be wiped at the end of Year 2;
- * Utility days are paid as part of annual salary whether used or not;
- * When all Utility days have been used an additional [on top of ordinary rostered leave-pay for that day] days pay at the day rate shall apply for any additional days spent training
- * When all Utility days have been used an 2 additional [on top of ordinary rostered leave-pay for that day] days pay [OVER-CYCLE] at the day rate shall apply for any additional days worked on the facility;
- * Upon termination any unused Utility days shall be wiped without any penalty to the resigning employee;
- * The OIM or Marine/Maintenance/Production Supervisors will be responsible for determining and approving debits to the Utility Day bank;
- * Request to utilise a Utility day will be mutually agreed between the employee and supervisor.

7.2.2 Value of Utility Days

The value of utility days for Four Vanguard Operations related work / activities shall be as follows:

- * One (1) day worked offshore (in relief capacity) has a value of two (2) Utility Days
- * One (1) day worked in the office has a value of two (2) Utility days, in this case a normal onshore day is a full day in the office. The duration is calculated from the time that the employee leaves home to the time s/he returns home that day. Part days shall be accumulated and translated into full day entitlements.
- * One (1) training day has a value of one (1) Utility day.

7.2.3 TREATMENT OF EXISTING LEAVE BALANCES

. Employees who at the date in clause 7.0 above have a current accrued leave balance may:

- Have the frozen dollar value of the leave paid at the conclusion of the project. [however no effort is made to increase the dollar value with wage / CPI movements]
- Take the frozen dollar value in wages at a mutually convenient time
- Salary sacrifice the frozen dollar value in to Superannuation

- Agree with the facility on a time frame to quit the leave at its current frozen dollar value and leave value.

7.3 Travel

An employee who is normally engaged on the facility for the fifteen week Four Vanguard roster cycle shall be repatriated at the company's expense to and from his/her home for the purposes of taking leave and upon termination of employment. A casual relief or fixed term employee under this agreement is entitled to the same provisions.

An employee shall be reimbursed for taxi fares or hire car costs to the airport from his/her home and vice versa for the purposes of traveling to or from the facility. In the event the employee chooses to have someone else drive them to/from the airport an allowance of \$0.63 per kilometre (both ways) may instead be claimed, up to the value of the Taxi-fare or hire car costs. All expense claims must be accompanied with receipts. The most cost-effective option will apply and will be reimbursed.

8 HOURS OF WORK

The hours of work will normally be 12 hours per day inclusive of breaks. However, on occasions an employee may be required to work in excess of these hours where there is a pressing operational requirement, an emergency or other exceptional circumstance.

Where excess hours have been worked a rest break will apply before commencing the next rostered shift. The rest break duration will be determined having regard for the nature of the work being undertaken, as well as the nature of the work for the next normal shift and in compliance with regulation 4A pursuant to Schedule 7 of the PSLA Act.

9 Leave

9.1 Family Carer's Leave

- 9.1.1 The Employee is entitled to use their accrued sick leave each year to care for members of his or her immediate family or household who are sick and who require care or support.
- 9.1.2 This entitlement is subject to the Employee being responsible for the care and support of the person concerned. The Employee is not entitled to take carer's leave where another person has taken leave to care for the same person.
- 9.1.3 Where an employee has no entitlement to leave they may utilise up to 2 additional days without pay. Further time off without pay may be agreed between the Employee and the company
- 9.1.4 Before taking carer's leave, the Employee must give at least 24 hours notice before his or her next rostered start time. Such notice must include the name of the person requiring care or support and his or her relationship to the Employee, the reasons for taking carer's leave and the estimated length of the absence.

9.1.5 Where requested, the Employee must provide the Company with proof of the illness of the person concerned and that the illness is such as to require care by another person.

9.2 Bereavement Leave

Employee's will be entitled to four days' bereavement leave without loss of pay on each occasion of the death of the employee's wife, husband, father, mother, grandparents, brother, sister, child, step child or parents in law. For the purposes of this provision de-facto's are included in the definition of wife and husband.

9.3 Annual Leave

All employees are entitled to four (4) weeks annual leave per annum. The 15 week roster set out in Clause 7.0 of this agreement includes the 4 weeks annual leave and is also 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.

10 REMUNERATION & ALLOWANCES

10.1 Annual Salary

Each employee will be paid in accordance with the following table:

CLASSIFICATIONS	Wages 01/01/2006	Wages 01/01/2007	Wages 01/01/2008 102.50%	Wages 01/01/2009 102.50%
Maintenance, Marine, Production / Supervisor	157600	157600	161540	165579
Lead Marine , Maintenance, Production Specialist and Inlec	136000	136000	139400	142885
Maintenance, Marine , Production/ Specialist	130458	130458	133719	137062
Maintenance, Marine, Production/Technician	116910	116910	119833	122829
Chief cook	107000	107000	109675	112417
Chief Caterer	107000	107000	109675	112417
CIR	107000	107000	109675	112417
IR/COOK/STEWARD 1	102300	102300	104858	107479
IR/COOK/STEWARD 2	101000	101000	103525	106113

Any employee who is already paid more than the rate for his/her classification set out above shall have their remuneration 'red-circled' [i.e. preserved] until over-taken by subsequent salary increases.

The annual salary set out above is all-inclusive and comprehends all conditions under which work is performed. It also includes compensation for the following:

- living and working in an offshore environment;

- health insurance arrangements;
- compensation for additional travel days for maritime employees residing in the Eastern States who spend more than one off duty day traveling to or from the facility in connection with a crew change;
- additional payment of one day for work performed on the crew change day or discharge day;
- Public holidays

The salaries above exclude specific allowances that are quantified further in this agreement.

10.2 Progression from Technician to Specialist and IR/Steward/Cook 2 to IR/Steward/Cook 1 at, or any time after, three months employment if the employee has completed all of the safety Critical CBTA's and fulfilled the conditions below.

The employer will give the employee time during duty hours to ensure the employee completes all safety-critical CBTA's during the first three months of employment.

10.2.1 An employee who is a Marine/ Maintenance Technician or IR/Steward/Cook 2 will progress immediately to Specialist or IR/Steward/Cook 1 at any time, after the first three months of employment, if the:

10.2.1.1 Technician possesses a Unrestricted Chief Mate Certificate or

10.2.1.2 Technician possesses a Class 2 Marine Engineer Certificate of Competency or
and has either:-

* 12 months, in aggregate, FPSO employment; OR

* 24 months, in aggregate, Tanker or Gas-Carrier employment

10.2.1.3. An IR/Steward/Cook

* 12 months, in aggregate, FPSO employment; OR

* 24 months, in aggregate, Tanker or Gas-Carrier employment

10.2.1.4 A production technician :

* An aggregate of 12 months employment on FPSO's; or

* An aggregate of 24 months on shore based process equipment

10.2.1.5. Lead Maintenance [First Engineer or First Inlec] Specialists shall be selected and appointed by the Company.

10.2.1.6 Lead Marine Specialists (Master Class 1) shall be selected and appointed by the Company on the basis of competency & the holding of a Masters Unlimited Certificate of Competency"

10.2.1.7 Lead Production Specialist shall be selected and appointed by the Company on the basis of competency

10.3 Pay Period& Pay Advice.

Salaries will be paid fortnightly by electronic funds transfer into an account of the employee's choice. The employer will provide each employee with a fortnightly pay notice will show the full details of gross pay, deductions, net pay, leave accrued and taken, allowances, reimbursements, employer superannuation contributions, and employee superannuation contributions.

10.4 Salary Packaging.

Salary packaging options will be reviewed by the employer during the term of this agreement. Such must be administratively simple, comply with taxation legislation and not result in any additional costs being borne by the employer..

10.5 MEALS AND ACCOMMODATION REIMBURSEMENT

10.5.1 An employee will be reimbursed travelling expenses for meals and taxis between the employees home and the nearest regional airport as well as any meals whilst travelling including where travelling is delayed and/or accommodation is required all reasonable expenses in respect of meals and accommodation will be reimbursed by the employer.

10.5.2 Except where the meal is an in-transit meal as provided for above, if an employee is directed by the employer to provide his/her own meals or meal he/she shall be reimbursed upon production of receipts or except where meals are provided by the employer, or if requested to live ashore it shall be reasonable accommodation arranged by and at the employer's expense.

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

10.6 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 apply to all leave accruals for the period served.

Where an employee is required to perform the duties of the OIM he will be paid at a rate that takes into account the current OIM salary, the extra responsibilities of the position and their experience.

A position as Lead Maintenance Specialist or Supervisor is an appointed position and the company will not normally make such an appointment unless the employee holds particular qualifications. It is agreed that these positions should be filled at all times. However, in the event that the Lead or Supervisor position on board is temporarily vacant [for one or more days] circumstances may arise where a person not qualified for such an appointment is nevertheless called upon to act up in that role and it is agreed that:-

- the company will select whom is to act up; and
- subject to the employee actually performing duties in the higher role
- the relevant acting up remuneration will apply in accordance with the enterprise agreement.

10.7 SHORTHANDED ALLOWANCE

Where the FOUR VANGUARD is required to operate on-location or to sail to sea with less than the normal complement of employees, the vessel will be taken to sea on the understanding that the wage of the absentee employee will be divided amongst those remaining employees of that discipline. The Payment of shorthand monies will not apply, however, where the short handedness results from the granting of leave to an employee on compassionate grounds.

10.8 EXPENSES

The employer shall reimburse an employee any expenses reasonably incurred by him/her in performance of his/her duties for and on behalf of the employer. As well as to other matters, this clause shall apply to:

- 10.8.1 Subject to subclause (b) hereof, inquiries as to casualties or as to the conduct of employees and to proceedings for any alleged breach of any maritime or port or other regulations, unless the authority conducting the inquiry or proceedings finds that such inquiry or proceedings have been occasioned by the default or misconduct of the employee.
- 10.8.2 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.

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

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

10.9 Damage Or Loss Of Personal Effects

Where an employee sustains damage or loss to his/her equipment or personal effects, the employer shall reimburse the employee for such loss, but the amount of such reimbursement shall not exceed the sum of \$1480.00.

Reimbursement to the extent of the damage sustained shall be made by the employer where in the course of the work an employee's clothing or spectacles are damaged or destroyed. Provided that this shall not apply when an employee is entitled to workers' compensation in respect of the damage.

11 SUPERANNUATION

The employer will contribute (and remit to the Fund monthly) an amount equivalent to 14% of the employee's annual salary in 10.1 which is inclusive of the employer provided salary-continuance benefit.

Employees will be fully informed of this entitlement but if the employee does not agree to also personally contribute 5% of salary to the relevant Superannuation Fund then the employer is only obliged to provide the SGC legislation minimum (currently 9%). Salary sacrifice arrangements will be made available to all employees for the purpose of additional payments to the employees superannuation funds this includes the 5% employee contribution.

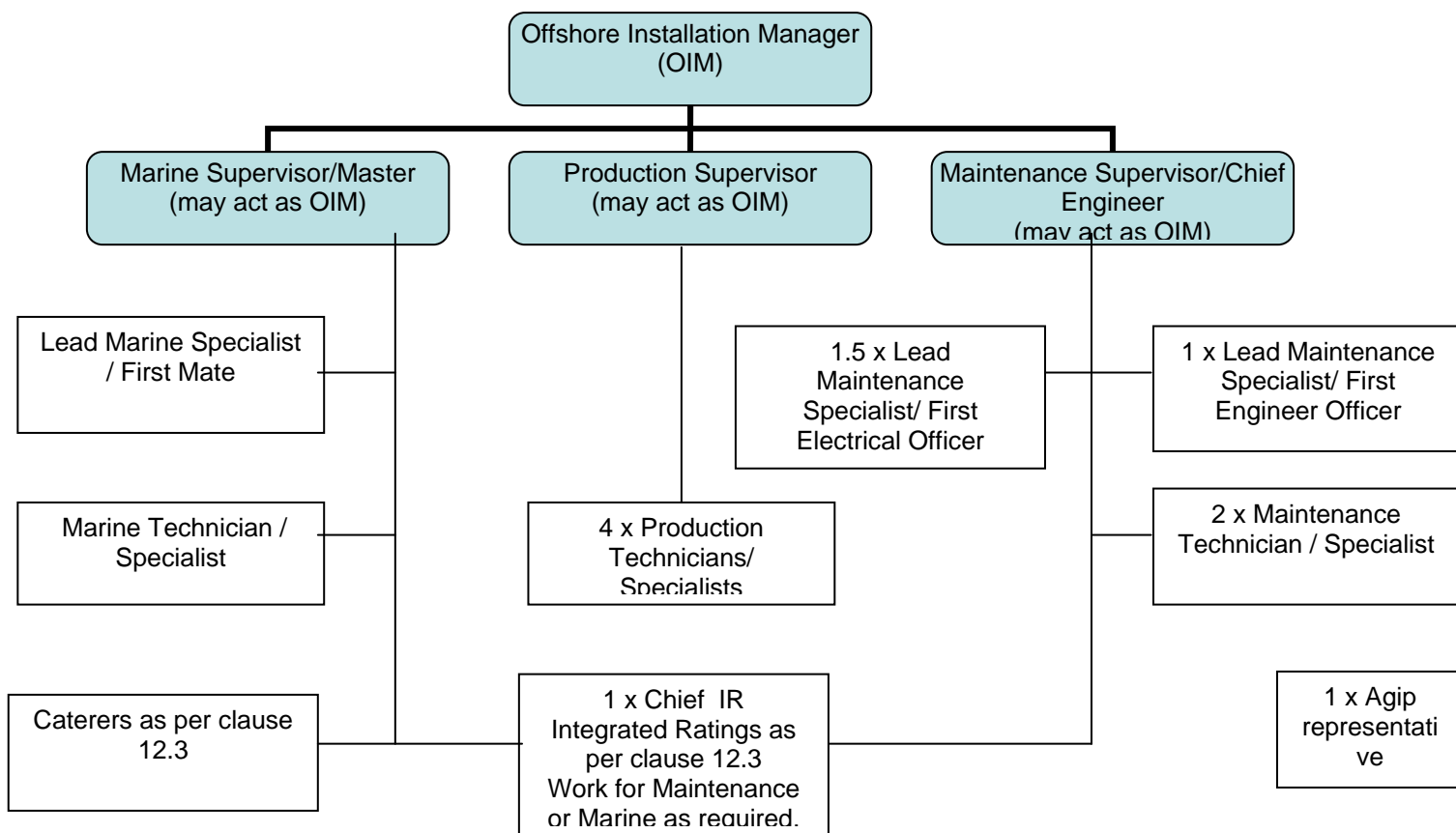
Employees shall have the ability in accordance with the legislation. Employees are able to nominate a participating fund to which the employer shall remit the appropriate amount set out above. This does not provide any ability to bind the employers to any additional obligations other than those contained in these provisions.

12. ESTABLISHMENT/CORE MANNING, JOB STRUCTURE

12.1 The job-structure is described by the chart below, with the numbers of each classification (covered by this agreement) constituting the establishment/core manning shown in each case.

Should the OIM be temporarily away from the FOUR VANGUARD then either the Maintenance Supervisor, Marine Supervisor or the Production Supervisor will act up as OIM.

12.2 Subsequent appointments as OIM are open from any of the Supervisor positions; Maintenance, Marine or Production at the sole discretion of AFM.



* One Lead Maintenance Specialist/Inlec on one swing and two on the other giving establishment manning of three Lead Maintenance Specialist/Inlecs.

** There will be a core Marine Positions will be 1 Supervisor, 2 other persons employed in the positions of Marine Lead Specialist, Marine Specialist or Marine Technician at any time.

12.3 Core manning levels per swing shall be set as follows whenever the vessel is on location or underway for ratings and caterers;

- * One Chief Integrated Rating
- * Four Integrated Ratings
- * One Chief Steward
- * One Chief Cook
- * One Cook/Caterer (should the Vessel remain in excess of 21 POB)

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

Persons On Board	No Of Catering Personnel
0-20	2
21-30	3
31-45	4

13. CAMPAIGN MAINTENANCE

Campaign Maintenance beyond the capacity of the establishment/core manning to directly perform will be performed by a Campaign Maintenance Team which can be by existing employees (Engineers, Electricians and IRs) of Total Marine from its non-FPSO operations or a specialist maintenance crew from the Vessel owner or by additional third-party Contractors.

Campaign Maintenance will be determined on the principles below:

1. use existing complement if at all possible
2. if a small supplementing of existing complement with additional Engineers/Electricians/IRs can allow the job to be done, this is the next choice where this is Safe Efficient Legal and Logical.
3. if a more substantial resource is required then the company will, after conferring with employees offshore on the inability to do the job via 1 or 2 above, at its discretion either:
 - a. use a team of Premuda-employed personnel [subject to legal/immigration requirements] to do the task; or
 - b. use a CAMPAIGN MAINTENANCE team *which will be existing employees (Engineers, Electricians and IRs) of Total Marine from its non-FPSO operations (which will include a reference to the relevant Marine databases) who will be entitled to all the conditions of this agreement (including leave-accrual) for the period they are engaged in or in connection with the FPSO, The Campaign Maintenance Team as well as any third-party Contractors will report to the Maintenance Supervisor and work as directed under his/her professional responsibility.*
4. These arrangements will not be used to replace any of the core Australian crew.
5. This gang will be trained in safety critical CBTA's. Role of authorised gas tester or permit holder as identified under the four vanguard safety case will be held by a member of the core crew. All works undertaken by this gang will be under the supervision of permanent Australian Four Vanguard Personnel.

The overriding principle is that it will not diminish the employment of the Australian Core manning. That the undertaking of the work will be solely determined on the basis of "Safe Efficient Legal and Logical" and complies with all Australian standards

14 DISPUTE RESOLUTION PROCEDURE

Employer and employees or their representatives agree to strictly adhere to this dispute settlement procedure, so that any dispute shall be promptly resolved by conciliation in good faith.

This is in recognition that it is for the overall benefit of the Employer and the employees. The procedure that will be followed to ensure the highest standard of industrial relations reliability is detailed as follows. In following this procedure the employer and employees or their representatives recognise and respect the valid roles of the other parties.

14.1. Employer and employees or their representatives shall undertake all necessary steps to ensure that the following procedures apply in the event of any grievance or dispute. The intention of this clause is to ensure that any dispute shall be promptly resolved by conciliation in good faith without provocative action or resort to Industrial bans or stoppages.

14.2. Matters likely to become industrial issues - Employer and the Parties involved in the Dispute shall respectively notify each other as soon as possible of any industrial matter, which in the opinion of that party might give rise to an industrial dispute. If the issue is vessel based all efforts will be made to resolve the matter onboard in the first instance.

14.3. Dispute at Onboard Level - In the event of a dispute at an onboard level, the matter is to be first discussed onboard between the Employee or his representative and the relevant supervisor with the aim of resolving the issue within 24 hours.

14.4. Lack of Agreement at Onboard Level - If no agreement is reached at onboard level, the CIM will advise the Employer who in turn will notify the Employee and their representative as soon as possible of the issue. The employee's representative will then discuss the matter without delay with an appropriate representative from the Employer.

14.5. Resolution by Facilitator - If no agreement is reached at senior management and employee/employee representative level, it shall be referred to a mutually agreed facilitator for conciliation or determination if agreed. This can include the Australian Industrial Relations Commission.

14.6. Dispute Settlements - The above steps shall not preclude the right of either the Employer, Employee or their representatives to refer a dispute to the Commission. In these circumstances, the Commission shall retain its discretion to refer the parties back to a continuation of this procedure where the Commission considers that course as appropriate.

14.7. . In the event that all the agreed steps referred to above for resolving a dispute have been taken, the dispute may be referred to the Australian Industrial Relations Commission for resolution by mediation and/or conciliation and, if a dispute remains unresolved, then by 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.

14.8 Any dispute referred to the Commission under this clause shall be dealt with by Senior Deputy President Lacy. Should SDP Lacy not be available within a reasonable time, the Member nominated by the President shall preside. The decision of the Member will bind the employer , employees and their representatives subject to any party exercising a right of appeal against the decision to a Full Bench.

14.9. Continuity of Work - Pending the completion of the procedure set out in this clause, work shall continue without interruption. No party shall engage in provocative action and pending the resolution of the dispute the status quo shall apply. The rights of individuals or parties shall not be prejudiced by the fact that work has continued under this process normally and without interruption.

15 MEDICALS

The employer will reimburse an employee for the portion of the cost of any medical examination, eyesight or hearing test or passport (with associated vaccinations), required at the employer's request or by statutory requirements.

16 KEEP, AMENITIES & COMMUNICATIONS

16.1 The employer shall accommodate and keep the employee upon the FOUR VANGUARD at the employer 's cost.

- * The Best Australian Shipboard Standards will be provided taking into consideration the need to replenish perishables on a regular basis.
- * The parties agree that the documentation of orders, quantities received and condition of items provided to the Vessel, will be encouraged to be undertaken by nominated ship's personnel, in order to allow monitoring at the enterprises annual review meeting.

16.2 The FOUR VANGUARD shall be provided with DVD & video cassette 'home-theatre' equipment, multi-media computer, CD-stereo equipment, appropriate gym equipment and a library.

16.3 Employees who are a member of the establishment/core manning shall be provided with a single-berth cabin with en-suite bathroom where possible.

Non- establishment/core manning employees may be required to share accommodation: Where an employee is required to share accommodation and is not already in receipt of any monetary consideration thereto, he/she shall be entitled to the following;

An allowance of \$32.90 per day on each day a person shares a cabin with one other person.

An allowance of \$42.90 per day on each day a person shares a cabin with two other persons.

An allowance of \$52.90 per day on each day a person shares a cabin with three other persons.

16.4 The Employer 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.

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

17 PARENTAL LEAVE

Applications for parental leave will be considered and granted in accordance with the Parental Leave decision of the Full Bench (Print J3596)- provided that due and proper regard shall be given, by the parties to this agreement to the nature of maritime employment and the need to ensure that leave arrangements and operational requirements are both accommodated.

18. STUDY LEAVE

18.1 An Employee who applies to go ashore to study and sit for an improvement to his/her Marine Qualifications will subject to approval of the application by the employer and the conditions set out herein, be entitled to the periods of leave and to the rates of pay specified hereunder:

18.2 If he/she so studies and sits at any time other than during the accrued leave, to payment at the rate of 75% of his/her aggregate prescribed rate of pay for the following periods whilst studying:

* course of study for each such certificate which is conducted by an approved technical institution or college provided that each such period shall include the prescribed examination times and vacation times on holidays occurring therein but shall not include vacation times or holidays therein of at least seven or more consecutive days duration (including Saturdays, Sundays and holidays).

- * For the purpose of sitting for an AMSA endorsed Master Class 1, Mate Class 1, Master Class 2 or Mate Class 2 or Master Class 3 certificate including associated oral examinations- a period of leave equal to the respective period of attendance by him/her/hers at the course of study for each such part certificate which is conducted by the Australian Maritime College or an approved technical institution or academy provided that each such period will include examination times and vacation times or holidays occurring therein but will not include vacation times or holidays occurring therein of at least seven or more consecutive days' duration (including Saturdays, Sundays and holidays);
- * for the purpose of Parts "A" and "B" of the Engineer Watchkeeping Certificate and Part "A" and "B" of the Engineer Class 2 Certificate and Part "A" and Part "B" of the Engineer Class 1 Certificate - a period of leave equal to the respective period of attendance by him/her/hers at the course of study for each such part certificate which is conducted by the Australian Maritime College or an approved technical institution or academy provided that each such period will include examination times and vacation times or holidays occurring therein but will not include vacation times or holidays occurring therein of at least seven or more consecutive days' duration (including Saturdays, Sundays and holidays);
- * for the purpose of steam or motor endorsement of the first class certificate - to four weeks.

18.3 If he/she so studies and sits during his/her paid leave to a period of additional leave (immediately following the sitting for any such part certificate or endorsement) equal to three-quarters of the respective period of leave specified in paragraph (18.2) hereof for each of which respective periods he/she will be paid the same total amount of money as that to which he/she would have been entitled under the said paragraph.

18.4 Where an employee whose application to go ashore to study and sit for a certificate of competency referred to in (b) has been approved by the employer and such employee is subsequently retrenched, he/she will be entitled to payment at the rate of 75% of his/her salary rate (as at the date of termination) for the respective period of attendance, as defined herein, by him/her/hers at the course of study for such certificate as defined herein and provided also that he/she furnishes the employer with reasonable proof of satisfactory attendance by him/her at the course and examination.

18.5 The entitlements prescribed in 18.2 and 18.3 are subject to the following conditions:

- * that the employee has been in the employment of the employer for the 12 months prior to commencing the period of study;
- * that if the employer so desires, the employee will enter into a written undertaking that he/she will remain in its employment for a period of at least one year after he/she has sat for the certificate in question, provided that if the employee remains in the employment to the employer, such employment may be terminated either by the employer or subject to the approval of the Commission by the employee; and
- * that the entitlement will be confined to the first attempt to obtain the certificate in question.

18.6 Where the home port of an employee is situated at a place other than that at which the course is conducted and it is necessary for the employee when studying and sitting to take up temporary residence away from his/her home port, he/she will be entitled to an

allowance of \$93.20 per week (if single) and \$133.20 per week (if married) for each week that he/she so resides away from his/her home port.

These allowances will be reviewed on or from 1st January each year by the total percentage movement in the consumer price index for the preceding four quarters.

19 TRAINING

19.1 Employees may be required to receive additional training in accordance with the business/safety needs of the facility or the employer 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. For training undertaken during the off duty period, if the employee has exhausted the Utility days the employees will be paid one (1) days' pay for each day in training.

The employer will pay for any course-costs, fees, travel, meals, accommodation and reasonable expenses incurred in attending the training.

19.2 Trainees and Cadets

19.2.1 The facility will maintain 2 trainee berths for the purpose of training new entrants into each of the disciplines on the facility. This will provide training for engineers, production Technicians and Integrated ratings and will be in addition to the minimum training undertakings made by Total Marine Services under any other enterprise agreement.

19.2.2 Marine based cadets and trainees engaged by the company shall be engaged under the same terms and conditions contained in the Total Marine Services Pty Ltd Maritime agreements as they relate to the discipline that the Trainees and Cadets are engaged in..

20 REDUNDANCY

20.1 DEFINITION OF REDUNDANCY

A permanent employee is deemed to have been made redundant if the employer is no longer able to continue to offer employment to the employee in his/her normal classification under and in accordance with this agreement, however, a permanent employee of the company who was originally employed by company under the Offshore Award and transferred to work under this agreement may be shifted back to employment under the Offshore Award.

20.2 CALCULATION OF REDUNDANCY PAY

An employee who is made redundant shall be paid redundancy pay, (giving preference to volunteers with longest company-service), on the basis of three (3) weeks salary [at the employee's total salary rate] for each completed year of continuous employer-recognised service and pro-rata for completed months of employer-recognised service.

20.3 ADDITIONAL CALCULATION FOR PRIOR TOTAL MARINE SERVICE

If a Total Marine employee has prior continuous service under the Offshore Award then the redundancy pay for that service shall be calculated as follows:-

- * three (3) week's wages at the rate to which he/she was entitled at the time of termination, for each completed year of continuous service and pro rata for completed months thereof in the employ of Total Marine prior to 1 July 1979 and be paid four week's wages at the rate to which he/she was entitled at the time of termination for each completed year of continuous service and pro-rata for completed months thereafter. On and after 1 August 1995, the entitlement shall be

three (3) weeks pay for each year of service and pro-rata for part years thereof. Any total payment made under this sub-clause shall not exceed 78 weeks

21 JOB SHARING

21.1 Job sharing arrangement may be discussed and developed. Any arrangement must satisfy roster requirements and must be agreed between the company and the employees involved. Any agreed option must be administratively simple, and not result in any additional costs being borne by the employer.

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

As a minimum the following conditions shall apply:

- Job sharing arrangements are only available to permanent employees.
- Persons entering into a job share arrangement shall then be classified as permanent part-time employees
- Persons entering into a job sharing arrangement shall agree and sign-off on conditions of employment.
- Job sharing is on a 2 (two) person for a 1 (one) full time position basis (the swings length and frequency shall be mutually agreed between all parties).
- Both parties must serve at the same rank. No party shall increase serving rank as part of the job sharing arrangement; however a party of the agreement can decrease serving rank.
- If one party of the job share arrangement cannot fulfil or complete his swing, coverage shall be by the other party of the job arrangement.

21.3 If one party of the job share arrangement terminates his employment or employment is terminated by the company, then the remaining party of the agreement shall have the option (if another party to the agreement is not found) of resuming as a permanent employee, or terminating his own employment arrangements.

21.4 Salaries will be paid pro-rata for the period of work. [for avoidance of doubt this means that as a result of work/leave for only half the year annual earnings will be half of that defined in the enterprise agreement. Service increments shall increase every 2 years. Leave accruals shall be pro-rata for the period of work.

22 OCCUPATIONAL HEALTH AND SAFETY

22.1 Helicopter Underwater Escape Training (HUET)

As part of the Vanguard Safety Case and PSLA requirements, all employees are required to undergo and pass HUET. 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.

22.2 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 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 employer's discipline procedure will be applied. Depending upon the circumstances, the employee may be dismissed.

22.3 Counselling

The employer will provide to all employees independent confidential counselling services in relation to any stress, addiction, or problem including home or workplace relationships that may, if untreated, affect performance.

APPENDIX ONE

Provisions applicable to MARINE

LONG SERVICE LEAVE

1. Officers, who were in employment with Employer as at the 31 May 2001, will have their length of service in the industry recognised and this period of service will be at the Employer cost.
- 1.2. For all officers after the 31 May 2001, only enterprise service with the Employer shall be recognised for purposes of Long Service Leave. "Enterprise Service" means service with the Employer after the 31 May 2001.
 - 1.2.1. The amount of Long Service Leave to which an officer is entitled shall be 13 weeks after 15 years continuous service with Employer with a pro rata entitlement after 10 years.
- 1.3. Long Service Leave shall be paid out when an officer leaves the Employer employment, except in cases of serious or wilful misconduct or fraud after:
 - 1.3.1. A period of continuous enterprise service greater than 5 years in the case of voluntary redundancy or 3 years in the case compulsory redundancy '
 - 1.3.2. By an officer who has completed at least 5 years of enterprise service and on account of illness, incapacity, domestic or other pressing necessity, a proportionate amount on the basis of 2 months for 10 years enterprise service, or
 - 1.3.3. When the officer has accrued an entitlement.

2 PERSONAL ILLNESS

- 2.1 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.
- 2.2 Personal Illness days
 - 2.2.1 The Personal illness days will commence from the time that an employee is unable to commence a duty period due to either illness or an accident that occurred whilst the employee was on leave. For each such day 2 days are taken from the entitlement prescribed below

- 2.2.2 For the purposes of this clause a "scheduled on-duty period" means the Leave Swing under which an employee was engaged at the time of the illness or accident.
- 2.2.3. The benefits provided to an employee by this provision shall be limited to a maximum of 112 days in each year of service, regardless of the number of accidents or illnesses suffered by the employee in any year of service.
- 2.2.4. For the purposes of this clause, "year of service" shall be calculated from each employee's commencement date with the employer. 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 112 days before the commencement of their next year of service, their maximum entitlement will be the remaining period of the current year of service.
- 2.2.5 The maximum entitlements prescribed in this clause do not accumulate from year to year.
- 2.2.6 During a period covered by this insurance an employee will neither accrue nor use leave.
- 2.2.7 Over the period of the personal illness days the employee will receive 100% of the employee's normal salary prescribed by this Agreement
- 2.3.8 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 (iii) above, whichever is sooner.
- 2.3.9 No medical expenses are payable under this insurance.

3 MEDICAL FAILURE TO REVALIDATE CERTIFICATE OF COMPETENCY

- 3.1 An employee who is unable to carry out the duties required by the employer because he/she has been refused revalidation of his/her certificate of competency by the appropriate authority because of failure on examination to comply with the medical requirements prescribed by the Navigation Act 1912 or any Regulations or Orders made there under and has failed to satisfy the appropriate authority that he/she can, notwithstanding his/her inability to comply with such medical requirements, satisfactorily perform the duties appropriate to the certificate in question or any certificate then held and who:
 - * is found by further independent medical examination to be permanently unable to carry out the said duties and to revalidate a certificate of competency; or
 - * is found by further independent medical examination to comply with the said medical requirements and/or to be capable of carrying out the said duties but is still unable to satisfy the appropriate authority or revalidate his/her certificate;

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

3.2 Subject to clauses 3.2,3.3 and 3.4 hereof, an employee to whom sub-clause (3.1) applies shall be entitled to receive on the termination of his/her employment under this agreement, a payment at his/her graded rate or, where the individual has been, on higher serving rate(s) for at least 12 continuous months immediately prior to commencing study, the serving rate appropriate to his/her then age in accordance with the following table:

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

Board of administrators

3.3. This Loss of Certificate Compensation Scheme shall be administered by a Board of Administrators composed of one representative of the employee and one representative of the employer and an agreed chairman. The Board shall decide in each and every case the application of this compensation for Loss of Certificate Scheme and the extent of any benefits applicable. The Board shall meet as required. Should a representative decide that a meeting is necessary, then the Chairman is to be informed and he/she shall then convene such meeting. The Board shall not have the power to alter any provision of this Loss of Certificate Compensation Scheme.

3.4 Where an employee suffers an illness or injury entitling him/her to any compensation, damages or other benefits (called "benefits") from his/her employer and/or any third party under any applicable legislation (whether Federal or State) and/or at common law and/or equity and/or under any contract, deed or other arrangement but not including any superannuation pension or like deed scheme or arrangement and such benefits include a component referable to loss of earnings, then the value of that component shall be deducted from the amount payable to the employee under sub-clause (b) hereof. The Board of Administrators shall value the amount of any such component so to be taken into account.

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

- * resignation benefits including withdrawal benefits;
- * benefits for total and permanent incapacity;
- * benefits for retirement on age grounds including early retirement; or
- * benefits covering the foregoing concepts however defined;

under any superannuation, pension or like scheme.

3.5 An employee shall not be entitled to the benefit of sub-clause (b) hereof where:

- (i) He/she dies;
- (ii) His/her failure to comply with the prescribed medical requirement arises from anyone of the following:
 - * self-inflicted or self-induced illness or injury; or
 - * an illness or injury suffered whilst he/she is voluntarily involved in or in connection with any activity for financial reward or gain or which unnecessarily subjects him/her to risk of injury and which activity is

substantially unrelated to his/her employment under the Offshore Award, Floating Production Facilities Award 2000 or this agreement;

or

(iii) He/she is offered reasonably suitable alternative employment provided however that the Board may in any such case notwithstanding that it decides that such employment has been offered and that it has been accepted by the employee defer for a period of twelve months from the date of acceptance of the employment any question of entitlement to compensation under this Scheme. If, after discussion with his/her employer, the employee decides that the alternative employment offered is not reasonably suitable, the matter shall be referred to the Board for resolution.

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

3.7 For the purposes of this sub-clause:-

'Employee' shall mean and include 2 person currently employed under this Agreement other than an employee engaged in a temporary or relieving capacity only.

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

4 WORKERS COMPENSATION

4.1 The employer will provide equivalent benefits as if the provisions of the SR&C Act and Regulations made thereunder, applied to all employees covered by this agreement.

4.2 The employer and employees expressly agree that regardless of any issue about the application of the Seafarers Rehabilitation and Compensation Act, 1992, [SR&C Act] the employer will continue to provide equivalent benefits to employees as if that Act had full effect.

4.3 The employer and employees agree that in cases where liability is disputed but Comcare refuse or decline to assist in reviewing the matter then the employer and employee agree to establish an industry panel comprising one representative of the company and one representative nominated by the employee.

4.4 The employer and employees also agree that in cases where the decision of the industry panel is not accepted, or where the industry panel cannot reach agreement but the AAT refuse or decline to assist in determining the matter then employer and employee agree to place the matter in the hands of an agreed Private Arbitrator for final determination.

4.5 Accordingly the employer and employees agree that benefits to employees will be provided by the employer as if both Part II of the Navigation Act 1912 as amended, and the Seafarers Rehabilitation and Compensation Act, 1992, and Regulations made thereunder were read in conjunction with this Agreement and applied.

APPENDIX TWO

Provisions applicable to MAINTENANCE

1 LONG SERVICE LEAVE

The provisions of the Marine Engineers (Seagoing and Offshore Industries) Long Service Leave Award 1993 [as varied to 20 March 2001] including portability, shall apply for the life of this

Agreement by virtue of this clause. Should that Award be varied by consent then leave is reserved for the parties to apply to vary this Agreement accordingly.

2 PERSONAL ILLNESS

- 2.1 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.
- 2.2 Personal Illness days
- 2.2.1 The Personal illness days will commence from the time that an employee is unable to commence a duty period due to either illness or an accident that occurred whilst the employee was on leave. For each such day 2 days are taken from the entitlement prescribed below
- 2.2.2 For the purposes of this clause a "scheduled on-duty period" means the Leave Swing under which an employee was engaged at the time of the illness or accident.
- 2.2.3. The benefits provided to an employee by this provision shall be limited to a maximum of 112 days in each year of service, regardless of the number of accidents or illnesses suffered by the employee in any year of service.
- 2.2.4. For the purposes of this clause, "year of service" shall be calculated from each employee's commencement date with the employer. 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 112 days before the commencement of their next year of service, their maximum entitlement will be the remaining period of the current year of service.
- 2.2.5 The maximum entitlements prescribed in this clause do not accumulate from year to year.
- 2.2.6 During a period covered by this insurance an employee will neither accrue nor use leave.
- 2.2.7 Over the period of the personal illness days the employee will receive 100% of the employee's normal salary prescribed by this Agreement
- 2.3.8 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 (iii) above, whichever is sooner.
- 2.3.9 No medical expenses are payable under this insurance.

3 MEDICAL FAILURE TO REVALIDATE CERTIFICATE OF COMPETENCY

- 3.1 An employee who is unable to carry out the duties required by the employer because he/she has been refused revalidation of his/her certificate of competency by the appropriate authority because of failure on examination to comply with the medical requirements prescribed by the Navigation Act 1912 or any Regulations or Orders made there under and has failed to satisfy the appropriate authority that he/she can, notwithstanding his/her inability to comply with such medical requirements, satisfactorily perform the duties appropriate to the certificate in question or any certificate then held and who:
- * is found by further independent medical examination to be permanently unable to carry out the said duties and to revalidate a certificate of competency; or
 - * is found by further independent medical examination to comply with the said medical requirements and/or to be capable of carrying out the said duties but is still unable to satisfy the appropriate authority or revalidate his/her certificate;

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

3.2 Subject to clauses 3.2,3.3 and 3.4 hereof, an employee to whom sub-clause (3.1) applies shall be entitled to receive on the termination of his/her employment under this agreement, a payment at his/her graded rate or, where the individual has been, on higher serving rate(s) for at least 12 continuous months immediately prior to commencing study, the serving rate appropriate to his/her then age in accordance with the following table:

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

Board of administrators

3.3. This Loss of Certificate Compensation Scheme shall be administered by a Board of Administrators composed of one representative of the employee and one representative of the employer and an agreed Chairman. The Board shall decide in each and every case the application of this compensation for Loss of Certificate Scheme and the extent of any benefits applicable. The Board shall meet as required. Should a representative decide that a meeting is necessary, then the Chairman is to be informed and he/she shall then convene such meeting. The Board shall not have the power to alter any provision of this Loss of Certificate Compensation Scheme.

3.4 Where an employee suffers an illness or injury entitling him/her to any compensation, damages or other benefits (called "benefits") from his/her employer and/or any third party under any applicable legislation (whether Federal or State) and/or at common law and/or equity and/or under any contract, deed or other arrangement but not including any superannuation pension or like deed scheme or arrangement and such benefits include a component referable to loss of earnings, then the value of that component shall be deducted from the amount payable to the employee under sub-clause (b) hereof. The Board of Administrators shall value the amount of any such component so to be taken into account.

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

- * resignation benefits including withdrawal benefits;
- * benefits for total and permanent incapacity;
- * benefits for retirement on age grounds including early retirement; or
- * benefits covering the foregoing concepts however defined;

under any superannuation, pension or like scheme.

3.5 An employee shall not be entitled to the benefit of sub-clause (b) hereof where:

- (i) He/she dies;
- (ii) His/her failure to comply with the prescribed medical requirement arises from anyone of the following:
 - * self-inflicted or self-induced illness or injury; or
 - * an illness or injury suffered whilst he/she is voluntarily involved in or in connection with any activity for financial reward or gain or which

unnecessarily subjects him/her to risk of injury and which activity is substantially unrelated to his/her employment under the Offshore Award, Floating Production Facilities Award 2000 or this agreement;

or

(iii) He/she is offered reasonably suitable alternative employment provided however that the Board may in any such case notwithstanding that it decides that such employment has been offered and that it has been accepted by the employee defer for a period of twelve months from the date of acceptance of the employment any question of entitlement to compensation under this Scheme. If, after discussion with his/her employer, the employee decides that the alternative employment offered is not reasonably suitable, the matter shall be referred to the Board for resolution.

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

3.7 For the purposes of this sub-clause:-

'Employee' shall mean and include 2 person currently employed under this Agreement other than an employee engaged in a temporary or relieving capacity only.

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

4 WORKERS COMPENSATION

4.1 The employer will provide equivalent benefits as if the provisions of the SR&C Act and Regulations made thereunder, applied to all employees covered by this agreement.

4.2 The employer and employees expressly agree that regardless of any issue about the application of the Seafarers Rehabilitation and Compensation Act, 1992, [SR&C Act] the employer will continue to provide equivalent benefits to employees as if that Act had full effect.

4.3 The employer and employees agree that in cases where liability is disputed but Comcare refuse or decline to assist in reviewing the matter then the employer and employee agree to establish an industry panel comprising one representative of the company and one representative nominated by the employee.

4.4 The employer and employees also agree that in cases where the decision of the industry panel is not accepted, or where the industry panel cannot reach agreement but the AAT refuse or decline to assist in determining the matter then the employer and employee agree to place the matter in the hands of an agreed Private Arbitrator for final determination.

4.5 Accordingly the employer and employees agree that benefits to employees will be provided by the employer as if both Part II of the Navigation Act 1912 as amended, and the Seafarers Rehabilitation and Compensation Act, 1992, and Regulations made thereunder were read in conjunction with this Agreement and applied.

5 CORE CREW ACCOMODATION

Employees who are a member of the establishment/core manning shall be provided with a single-berth cabin with en-suite bathroom. This excludes the 0.5 position for Lead Maintenance

APPENDIX Three

Provisions applicable to Integrated Ratings, Cooks and Stewards

1 LONG SERVICE LEAVE

The provisions of the Seamen's (Long Service Leave) award 1968, as varied by the Agreement between the parties dated 18th December 2000 or superseded, apply for all service of all employees to which this agreement shall apply. The parties agree that should agreement be reached to vary the agreement on an industry basis, then such changes shall apply for the term of this agreement.

2 PERSONAL ILLNESS

- 2.1 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.
- 2.2 Personal Illness days
 - 2.2.1 The Personal illness days will commence from the time that an employee is unable to commence a duty period due to either illness or an accident that occurred whilst the employee was on leave. For each such day 2 days are taken from the entitlement prescribed below
 - 2.2.2 For the purposes of this clause a "scheduled on-duty period" means the Leave Swing under which an employee was engaged at the time of the illness or accident.
 - 2.2.3. The benefits provided to an employee by this provision shall be limited to a maximum of 112 days in each year of service, regardless of the number of accidents or illnesses suffered by the employee in any year of service.
 - 2.2.4. For the purposes of this clause, "year of service" shall be calculated from each employee's commencement date with the employer. 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 112 days before the commencement of their next year of service, their maximum entitlement will be the remaining period of the current year of service.
 - 2.2.5 The maximum entitlements prescribed in this clause do not accumulate from year to year.
 - 2.2.6 During a period covered by this insurance an employee will neither accrue nor use leave.
 - 2.2.7 Over the period of the personal illness days the employee will receive 100% of the employee's normal salary prescribed by this Agreement
 - 2.3.8 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 (iii) above, whichever is sooner.
 - 2.3.9 No medical expenses are payable under this insurance.

3 WORKERS COMPENSATION

- 3.1 The employer will provide equivalent benefits as if the provisions of the SR&C Act and Regulations made thereunder, applied to all employees covered by this agreement.
- 3.2 The employer and employees expressly agree that regardless of any issue about the application of the Seafarers Rehabilitation and Compensation Act, 1992, [SR&C Act] the employer will continue to provide equivalent benefits to employees as if that Act had full effect.

- 3.3** The employer and employees agree that in cases where liability is disputed but Comcare refuse or decline to assist in reviewing the matter then the employer and employee agree to establish an industry panel comprising one representative of the company and one representative of employees.
- 3.4** The employer and employees also agree that in cases where the decision of the industry panel is not accepted, or where the industry panel cannot reach agreement but the AAT refuse or decline to assist in determining the matter then the employer and employee agree to place the matter in the hands of an agreed Private Arbitrator for final determination.
- 3.5** Accordingly the employer and employees agree that benefits to employees will be provided by the employer as if both Part II of the Navigation Act 1912 as amended, and the Seafarers Rehabilitation and Compensation Act, 1992, and Regulations made thereunder were read in conjunction with this Agreement and applied.

APPENDIX Four

Provisions applicable to Production employees

1. LEAVE ENTITLEMENTS

1.1 Parental Leave

Employees will be entitled to parental leave in accordance with Schedule 14 of the Workplace Relations Act 1996.

1.2 Personal Illness Leave

1.2.1 Personal Illness days

- 1.2.1.1 The Personal illness days will commence from the time that an employee is unable to attend for duty due to either illness or an accident that occurred that is not work related. For each such day 2 days are taken from the entitlement prescribed below.
- 1.2.1.2 For the purposes of this clause a "scheduled on-duty period" means the Leave Swing under which an employee was engaged at the time of the illness or accident.
- 1.2.1.3. The benefits provided to an employee by this provision shall be limited to a maximum of 112 days in each year of service, regardless of the number of accidents or illnesses suffered by the employee in any year of service.
- 1.2.1.4 For the purposes of this clause, "year of service" shall be calculated from each employee's commencement date with the employer. 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 112 days before the commencement of their next year of service, their maximum entitlement will be the remaining period of the current year of service.

- 1.2.1.5 The maximum entitlements prescribed in this clause do not accumulate from year to year.
- 1.2.1.6 During a period covered by this insurance an employee will neither accrue nor use leave.
- 1.2.1.7 Over the period of the personal illness days the employee will receive 100% of the employee's normal salary prescribed by this Agreement.
- 1.2.1.8 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 (iii) above, whichever is sooner.
- 1.2.1.9 No medical expenses are payable under this insurance.

1.3 Accident Make-Up Pay

If an employee is on workers' compensation, the company will make up the employee's pay where the entitlement to pay under the relevant Workers' Compensation Act is less than what the employee would otherwise earn if the employee was at work.

The employee will continue to be paid accident make-up pay until the employee resumes work, or for a period of 52 weeks which ever is the lesser, or the employee receives a lump sum in redemption of the claim.

1.4 Long Service Leave

Entitlement to Long Service leave shall be that set out in the Western Australian Long Service Leave Act as set out below.

- 1.4.1 An employee is entitled in accordance with, and subject to, the provisions of this Act, to long service leave on ordinary pay in respect of continuous employment with one and the same employer, or with a person who, being a transmittee, is deemed pursuant to section 6(4) to be one and the same employer.
- 1.4.2 An employee who has completed at least 10 years of such continuous employment, as is referred to in subsection (1), is entitled to an amount of long service leave as follows
 - (a) in respect of 10 years so completed, $8 \frac{2}{3}$ weeks;
 - (b) in respect of each 5 years' continuous employment so completed after such 10 years, $4 \frac{1}{3}$ weeks; and
 - (c) on the termination of the employee's employment

(i) by his death;

(ii) in any circumstances otherwise than by his employer for serious misconduct,

in respect of the number of years of such continuous employment completed since the employee last became entitled under this Act to an amount of long service leave, a proportionate amount on the basis of $8\frac{2}{3}$ weeks for 10 years of such continuous employment.

1.4.3 Where an employee has completed at least 7 years of such continuous employment since the commencement thereof, but less than 10 years, and the employment is terminated

(a) by his death; or

(b) for any reason other than serious misconduct,

the amount of leave to which the employee is entitled shall be a proportionate amount on the basis of $8\frac{2}{3}$ weeks for 10 years of such continuous employment.

1.4.4 If an employee has completed at least 9 but less than 15 years continuous employment prior to the commencement day, then, despite subsection (2)(a), the employee cannot take long service leave under subsection (2)(a) until after

(a) if the employee has completed at least 14 years continuous employment prior to the commencement day completing 15 years continuous employment; or

(b) in any other case 12 months after the commencement day.

1.4.5 Subsection (4) does not apply if the employee and his or her employer agree to that effect in writing.

1.4.6 Subsection (4) does not apply in respect of a period of continuous employment prior to the commencement day in respect of which the employee has become entitled to take long service leave.

1.4.7 An employee who becomes entitled to take long service leave under subsection (2)(a) in accordance with subsection (4) or (5) also becomes entitled to take long service leave under subsection (2)(b), in respect of the period of continuous employment that exceeds 10 years, pro rata.

1.4.8 Subsection (7) does not apply to an employee if, before being granted the long service leave, the employee completes 15 years continuous employment.

1.4.9 If an employee takes long service leave in accordance with subsection (7), the employee is entitled, after completing 15 years continuous employment, to take the remainder of his or her entitlement under subsection (2)(b) not already taken in accordance with subsection (7).

