



FAIR WORK
AUSTRALIA

DECISION

Fair Work Act 2009

s.185—Approval of enterprise agreement

Prosafe Production Services (Australia) Pty Ltd
(AG2010/1001)

PROSAFE PRODUCTION SERVICES (AUSTRALIA) PTY LTD - NINGALOO VISION FPSO MUA AGREEMENT 2009

Oil and gas industry

SENIOR DEPUTY PRESIDENT HARRISON

SYDNEY, 4 JUNE 2010

Application for approval of the Prosafe Production Services (Australia) Pty Ltd - Ningaloo Vision FPSO MUA Agreement 2009.

[1] An application has been made for approval of an enterprise agreement known as the *Prosafe Production Services (Australia) Pty Ltd - Ningaloo Vision FPSO MUA Agreement 2009* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). The Agreement is a single-enterprise agreement.

[2] I am satisfied that each of the requirements of ss186, 187 and 188 as are relevant to this application for approval have been met.

[3] The Maritime Union of Australia, being a bargaining representative for the Agreement, has given notice under s.183 of the Act that it wants the Agreement to cover it. As required by s.201(2) I note that the Agreement covers the organisation.

[4] The Agreement is approved. In accordance with s.54(1) it will operate from 9 June 2010. The nominal expiry date of the Agreement is 31 December 2011.


SENIOR DEPUTY PRESIDENT



Printed by authority of the Commonwealth Government Printer

<Price code A, AE878141 PR997596>

**PROSAFE PRODUCTION
SERVICES (AUSTRALIA) PTY LTD**

**NINGALOO VISION FPSO
OPERATIONS TECHNICIANS,
GENERAL SERVICE HANDS, COOKS
AND CATERERS AGREEMENT 2009**

10 December 2009

PROSAFE PRODUCTION SERVICES (AUSTRALIA) PTY LTD – NINGALOO VISION FPSO MUA AGREEMENT 2009

1. TITLE

This Agreement shall be known as the Prosafe Production Services (Australia) Pty Ltd – Ningaloo Vision FPSO MUA Agreement 2009.

2. TABLE OF CONTENTS

Clause Number	Title
1.	Title
2.	Table of Contents
3.	Application
4.	Definitions
5.	Term of Agreement
6.	Complete Agreement
7.	No Extra Claims
8.	Aims and Objectives of this Agreement
9.	Individual Flexibility Arrangement
10.	Consultation for Change
11.	Contract of Employment
12.	Hours of Work
13.	Work Cycles
14.	Reporting and Transportation
15.	Salaries
16.	Superannuation
17.	Redundancy
18.	Leave Entitlements
19.	Workers Compensation
20.	Dispute Resolution Procedure
21.	Training
22.	Trainees
23.	Expenses
24.	Drugs and Alcohol
25.	Counselling Service
26.	Records
27.	Security
28.	Cabins and Amenities
Attachment One	Guidance Notes for the Application of Prosafe Discretion in Implementation of the Competency Based Crewing Model for the Ningaloo Vision FPSO

3. APPLICATION

This Agreement applies to all employees employed by Prosafe Production Services (Australia) Pty Ltd in classifications contained in either sub clause 15.2 or sub clause 22.2 of this Agreement in or in connection with the Ningaloo Vision FPSO.

This Agreement is binding upon Prosafe Production Services (Australia) Pty Ltd (the Company) and all employees covered by this Agreement.

4. DEFINITIONS

“Agreement” means the Prosafe Production Services (Australia) Pty Ltd - Ningaloo Vision FPSO MUA Agreement 2009.

“FPSO” means Floating Production Storage and Off Take Facility.

“the Company” means Prosafe Production Services (Australia) Pty Ltd

“the facility” means the Ningaloo Vision FPSO.

5. TERM OF AGREEMENT

This Agreement shall commence 7 days after the agreement is approved by Fair Work Australia and has a nominal expiry date of 31 December 2011.

6. COMPLETE AGREEMENT

This Agreement is a stand alone document and it is agreed expressly that no other provisions from State or Federal Awards or Agreements shall have any application to employees covered by this Agreement.

7. NO EXTRA CLAIMS

The Company and employees covered by this Agreement shall not pursue any extra claims over and above or less than the terms of this Agreement during the term of this Agreement.

8. AIMS AND OBJECTIVES OF THIS AGREEMENT

This Agreement aims to assist in the achievement of the following objectives;

- To establish a co operative and consultative team work and outcomes based culture amongst the workforce.
- To establish a competency based crewing model and to structure the work activities to enable employees to apply their full range of competencies and develop new competencies so that employees are as productive and efficient as practicable within training and safety parameters.
- To operate the Ningaloo Vision FPSO with optimum crewing levels that ensures safe and efficient operations;

- To achieve reliable production and operational efficiency by ensuring supply targets are met at all times;
- To maximise safety and environmental performance through the integration of all on board activities.

9. INDIVIDUAL FLEXIBILITY ARRANGEMENT

- 9.1 The Company and any employee to whom this agreement applies may agree to make an individual flexibility arrangement that varies any one or more terms of this agreement in relation to the employee and the Company.
- 9.2 To have effect, the individual flexibility arrangement shall be applied and interpreted in conjunction with this agreement and must result in the employee being better off overall, than the employee would have been, if an individual flexibility arrangement had not been agreed to.
- 9.3 Any such individual flexibility arrangement must be about permitted matters under section 172 of the Fair Work Act 2009 and must not include unlawful terms under section 194 of the Fair Work Act 2009.
- 9.4 The individual flexibility arrangement must be genuinely agreed to by the Company and the employee, made in writing and signed by both parties.
- 9.5 The company will ensure that the individual flexibility arrangement does not require any other individual to consent to or approve the arrangement unless the employee is under 18, in which case, the individual flexibility arrangement requires the signature of a parent or guardian.
- 9.6 A copy of the individual flexible arrangement will be given to the employee within 14 days of the arrangement being made.
- 9.7 An individual flexibility arrangement entered into by virtue of sub clause 9.1 of this clause can be terminated by:
- 9.7.1 either the Company or the employee giving written notice of 28 days;
or
- 9.7.2 at any time if the Company and the employee agree in writing to the termination.

10. CONSULTATION FOR CHANGE

- 10.1** The company will consult with employees to whom this agreement applies of any decision to introduce major change when the Company has made a definite decision to introduce a major change to production, program, organisation, structure, or technology in relation to its enterprise the change is likely to have a significant effect on employees of the enterprise.
- 10.2** A major change is likely to have a significant effect on employees if it results in:
- 10.2.1** the termination of the employment of employees; or

- 10.2.2** major change to the composition, operation or size of the Company's workforce or to the skills required of employees; or
 - 10.2.3** the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
 - 10.2.4** the alteration of hours of work; or
 - 10.2.5** the need to retrain employees; or
 - 10.2.6** the need to relocate employees to another workplace; or
 - 10.2.7** the restructuring of jobs.
- 10.3** The employees may appoint a representative for the purposes of consultation.
- 10.4** The company is not required to disclose confidential or commercially sensitive information to the relevant employees or their appointed representative.
- 10.5** The Company will give genuine consideration to any matters raised about the major change by the employees.

11. CONTRACT OF EMPLOYMENT

11.1 Methods of Employment

Employees may be engaged on a Permanent, Casual or Fixed Term basis. Prosafe intend to engage the Core crew of the Ningaloo Vision as permanent employees.

11.2 Probationary Period

All new Permanent and Fixed Term employees will initially be engaged for up to four calendar months probation during which time the employee's performance will be monitored. The employee's employment status will be confirmed following a satisfactory probation period. An unsatisfactory probation period may be extended or the employee may be dismissed at any time during the probationary period.

11.3 Casual Employment

An employee may be engaged as a casual employee. As a casual, the employee will be paid the day rate prescribed in sub clause 15.2 of this Agreement for each day worked. The casual day rates in sub clause 15.2 include a 25% casual loading and are the complete payment for each day worked. A casual employee is not entitled to the benefits prescribed in Clause 17 Redundancy nor Clause 18 Leave Entitlements of this Agreement.

The working day rate for casual employees shall be calculated by firstly dividing the appropriate salary in sub clause 15.2 by 365 and then multiplying the day rate by 2.8 (rounded to the nearest \$5). The casual day rates are set out in sub clause 15.2.

11.4 Fixed term Employees

An employee may be employed on a fixed term basis for a specified period of time or for a specified task which will normally be related to covering for a period of time when a member of the core crew is absent from work or when an additional employee is required for a limited period of time. An employee engaged as a fixed

term employee shall be entitled to the provisions of this agreement that would normally apply to core crew.

11.5 Termination of Employment

A contract of employment may be terminated by either the employee or the Company by providing in writing to the other party, a minimum of four weeks notice or the equivalent of one completed work cycle, whichever is the greater, of the intention to terminate the employment, or by the payment of equivalent salary to the other party in lieu of this minimum period of notice. During or at the end of the probationary period either the Company or the employee may terminate the contract with 24 hours notice.

If the notice period for an employee expires during a rostered off duty period, regardless of whether the notice has been given by the employee or the Company, then the last day of the notice period will be deemed by virtue of this Agreement to be the final day of the off duty period, whether it be the final day of the 3 week or 6 week off duty period, or alternatively at the end of the 4 or 5 week rostered off period if a 3x4x3x5 roster is worked by the employee. The employee will be paid up to the last day of the notice period which by virtue of this agreement may be the last day of the off duty period.

For permanent employees over the age of 45 years with more than two years continuous service, the minimum notice required by the employer will be increased by one week.

Casual employees' employment may be terminated with one days notice.

If an employee gives notice whilst the employee is on the facility , whether or not on probation, the employee will be required to continue working until the next scheduled crew change, unless otherwise agreed.

An employee may be terminated without notice for any act or omission that constitutes serious misconduct, in which case no payment in lieu of notice will be made.

11.6 Continuous Operations

Due to the nature of the operation, its location and the environment in which operations are conducted, during the term of this agreement each employee will attend to and perform all work as the Company may from time to time require provided that such requirement is reasonable, lawful and within the employee's level of competence, skill and training.

11.7 Induction

All employees, at the Company's cost, are required to complete an induction as required by the Company, prior to proceeding to the Facility and upon arrival on board the Facility.

12. HOURS OF WORK

The hours of work for all employees will normally be 12 hours per day, inclusive of breaks. Where excess of this is the case, then compliance with the provisions of The Petroleum Act 2006 to apply. At all times the requirements for avoidance of fatigue will be followed.

13. WORK CYCLES

13.1 Duty Periods

13.1.1 Employees other than Casuals will work a 15 week roster consisting of two periods of three weeks on duty and two periods off duty of 3 weeks and 6 weeks (3x3x3x6) or alternatively two periods off duty of 4 weeks and 5 weeks (3x4x3x5). Each employee will be advised as to which particular roster the employee will be required to work by the Company.

13.1.2 Casual employee's working arrangements will be agreed prior to the casual employee commencing work. Casual employees may be engaged for a single period of work for up to five weeks. If a casual employee is to be engaged for longer than five weeks then that employee will be rostered on an agreed basis as set out in paragraph 13.1.1 of this Clause.

13.1.3 For all employees, the on duty period commences the day the employee joins the facility and the off duty period commences the day the employee leaves the facility.

13.2 Travel Time and Swing Off Days

All time spent travelling on an employee's normal travel days for an individual's roster to and from the employee's residence will be in the employee's own time. A component is built into the salary in recognition of this time and for hours worked on the employees swing off day.

Should an employee's travel arrangements be varied to such an extent that requires an employee to mobilise a day earlier than normal or results in an employee returning home more than 4 hours after their normal arrival time at their residence, then an employee will be paid an additional days pay in such circumstances.

Planned travel to and from the facility will be by the most direct route and on the first available flight/s which will normally be economy class.

13.3 Overcycle: Work During Off Duty Period

13.3.1 Payment for Work During Off Duty Period

Where an employee, other than a casual employee engaged for a single period of up to five weeks, works during a period which would normally be the employee's scheduled off duty period, the employee will be paid their regular monthly salary and an additional 2.5 times the day rate for up to 5 additional days duty and thereafter an additional 4 times the day rate for each subsequent day of duty except when crew change is not possible due to the facility being off the riser due to weather conditions,

the overcycle shall not increase to 4 times. These provisions do not apply where such work is by mutual agreement (approved by the OIM) between employees.

13.3.2 Time Off in Lieu of Payment for Work During Off Duty Period

In lieu of the provisions contained in paragraph 13.3.1, an employee who works seven or more consecutive days overcycle may elect to, at a time mutually agreed with the OIM, take the equivalent number of overcycle days as off duty days when the employee would otherwise have been rostered on duty. In such circumstances the employee will receive no additional payment as the employee will continue to work the same number of on duty days for the 12 month period. Equivalent time off in accordance with these provisions must be cleared within 12 months of the overcycle occurrence otherwise the overcycle days will be paid as prescribed by paragraph 13.3.1.

13.4 Additional Days on Duty

In the event an employee's back-to-back does not make the crew change, it is the intention that the employee will remain on board the facility until such time as the employee can be relieved. The Company will arrange a suitable relief person as soon as possible.

14. REPORTING AND TRANSPORTATION

14.1 Designated Reporting Point

Each employee will be designated a reporting point by the Company which will be the regional/commercial airport nearest the employee's home. All employees are required to present themselves at the designated reporting point at the time notified by the Company, and in a state of readiness to commence work upon arrival at the facility.

It is the employee's responsibility to confirm their flight details with the nominated management representative the day before travel and to attend on time for each scheduled crew change. If for any reason the employee becomes aware that he/she will not be ready and able to commence work immediately upon arrival on the facility, this must be communicated to the Company representative at the earliest opportunity.

Failure to make a crew change without a valid reason may lead to the employee's dismissal.

14.2 Transport to and from Reporting Point

An employee will be reimbursed for either:

14.2.1 One taxi fare to the airport from home, and vice versa for the purposes of travelling to or from the vessel, upon production of a receipt, or

14.2.2 One mileage claim at the kilometre rate as prescribed by the Australian Tax Office and as varied from time to time, up to a maximum of what it would have cost the Company 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 designated reporting point, upon production of a claim.

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 in 14.2.1.

14.3 Transport to and from Facility

The Company will provide travel, meals and any accommodation from the time of departure from the reporting point to the arrival on the facility, and return to the reporting point. An employee who reports to the reporting point and is unable to be mobilised due to no fault of the employee shall be deemed to be on duty.

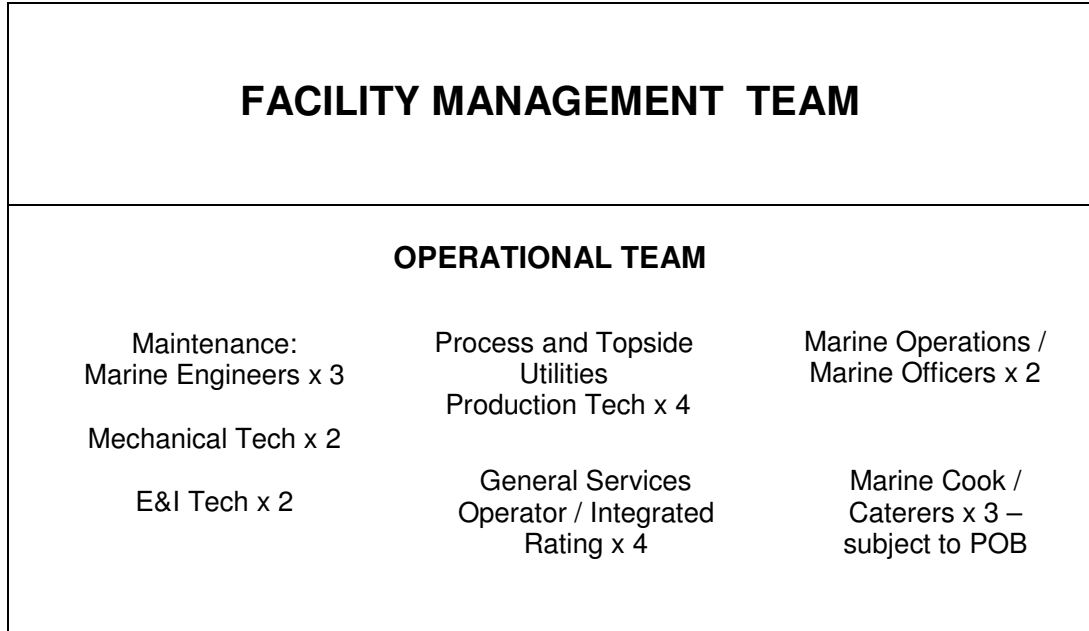
14.4 Fatigue and Provision of Rest during Travel

Having regard to any fatigue before a journey commenced and the total travel time, a fatigued employee who has to wait for four hours or more for a connecting flight whilst travelling between a facility and their home may pay for reasonable hotel accommodation where available on the basis of one per room and the Company will reimburse such costs.

15. OPERATIONAL STRUCTURE AND SALARIES

15.1 Operational Structure

The following is an outline of the Operational Structure for the employees covered by this Agreement.



Employees engaged in the Operations Team in General Service Operator positions will hold Integrated Rating qualifications.

In addition to the employees in the Operational Team there will be two additional personnel on board the FPSO who will hold Master Class 1 and Marine Engineer Class 1 certificates respectively. These personnel will be part of the FPSO Management Team. Personnel employed as a Maintenance Supervisor will hold at least a Marine Engineer Class 1 qualification and will be Chief Engineer at disconnect.

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
31-40	4
41-50	5
51 and above	6

15.2 Salaries

Employees will be paid a minimum salary in accordance with the following:

Classifications:		Salary Per Annum From 1 July 2008
• Operations Technician	L1	\$120,349
After six months of employment		
• Operations Technician	L1	\$114,878
First six months of employment		
• Chief Cook/Chief Caterer		\$120,349
• Cook/Caterer		\$114,878

One day's salary is calculated by dividing the annual salary by 365.

Salaries for individual employees will be determined upon appointment and at regular reviews by assessing each individual's overall contribution to the operation of the facility with specific regard to the range and level of the competencies held and utilised by the employee in the operation of the facility and in particular the formally recognised and documented competencies.

		Day Rate per Day Worked
• Casual Operations Technician	L1	\$880
• Casual Chief Cook/Chief Caterer		\$925
• Casual Cook/Caterer		\$880

Note: The casual day rates are calculated by multiplying the Classification day rates by 2.8 (rounded to the nearest \$5) and the casual day rates are in consideration of all leave and conditions of employment, including the 25% casual loading.

Commencing on 1 July 2009 and then on 1 July each year thereafter these Salaries/Day Rates will be increased by either 5% or by the Consumer Price Index – All Groups – Weighted annual average of eight capital cities as at the March Quarter plus 1%, whichever is the greater.

These salaries are all inclusive and take account of all responsibilities, disabilities and other factors associated with the work, location and environmental factors. These salaries include payment for all hours worked, weekends and shiftwork, and the salaries are in recognition of public holidays.

Payment for work that an employee performs on the day that the employee leaves the facility is included in the above rates.

These salaries also include a component for Health Insurance.

When an employee performs the duties for a full day of a specified position which has a higher minimum salary than the position to which the employee is appointed then the employee will be paid 2.5 times the difference between the employee's actual salary and the minimum salary of the specified position for each that the employee undertakes such duties.

Subject to sub clauses 13.3 and 21.3, no additional allowances or payments of any kind will be made.

15.3 Payment of Salary

15.3.1 Salaries will be paid monthly [half in arrears and half in advance] on the last working day of the month into each employee's nominated bank account. The monthly salary will be the annual salary divided by 12. One day's salary shall be the annual salary divided by 365.

15.3.2 All employees will be given a pay advice slip detailing their salary payment, overcycle payments, details of Superannuation payments and any deductions from their gross salary.

15.4 Salary Sacrifice

The Company will review salary packaging options during the term of this agreement. Any salary sacrificing arrangements must be simple, comply with taxation legislation and not result in any additional cost to the Company. All salary sacrificing arrangements will be at the sole discretion of the Company.

16. SUPERANNUATION

16.1 The Company shall contribute an amount equivalent to 14% of each employee's annual salary as superannuation contributions into a complying superannuation scheme nominated by the employee and the employee may make an additional voluntary contribution.

16.2 Employees may salary sacrifice the employee additional voluntary contribution. Any salary sacrifice arrangements will not alter the employee's prescribed salary in sub clause 15.2 for other purposes of this Agreement.

16.3 The Company's superannuation contribution provides for the employee to obtain, at their cost "death and disability" and "salary continuance" insurance cover appropriate to their circumstances. Such insurances are normally obtained by employees through their individual superannuation schemes.

16.4 The Company superannuation contributions shall continue to be paid during periods when an employee is in receipt of workers compensation payments and when the employee is absent on paid leave of any kind.

16.5 The Company will forward all Company and employee superannuation contributions to the agreed funds on a monthly basis.

16.6 The Company will enable individual employees to make additional superannuation contributions by way of salary sacrifice arrangements subject to such arrangements being at no additional cost to the Company. Such arrangements may only be altered once each year. Each employee will be able to salary sacrifice any payments made upon termination subject to the relevant laws applicable at the time.

17. REDUNDANCY

17.1 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, ie 3:3:3:6 or 3:4:3:5, the parties have agreed that should an employee be terminated due to the employee's position being made redundant, no additional payments of any kind will be made over and above the payments due to the employee under the terms of this Agreement.

18 LEAVE ENTITLEMENTS

18.1 Annual Leave

All employees are entitled to annual leave in accordance with the provisions of the Workplace Relations Act 1996.. The 15 week roster set out in Clause 13.0 of this agreement includes such annual leave entitlements and is also in consideration of public holidays, intervals of leave, time spent travelling to and from the facility in off duty time and for work undertaken on an employees swing off day.

18.2 Parental Leave

Permanent employees are entitled to Parental Leave in accordance with the Australian Fair Pay and Conditions Standard. In addition, an employee with more than 12 months continuous service with the Company is entitled to 12 weeks paid Parental Leave upon the birth or adoption of their child. Such leave will be for a continuous period including both on duty and off duty periods. Such leave can commence any time from six weeks prior to the expected date of birth or from the date of adoption. The period of 12 weeks paid Parental leave forms part of the 52 weeks leave prescribed by the Australian fair Pay and Conditions Standard.

18.3 Paternity Leave

An employee with more than 12 months continuous service with the Company is entitled to 4 weeks paid Paternity Leave to attend the birth or adoption of their child. Such leave will commence from the date of the birth of the child or from the date adoption. Such leave will be for a continuous period including both on duty and off duty periods.

18.4 Compassionate Leave

Employees are entitled to compassionate leave for the purposes of spending time with a person who:

18.4.1 is a member of the employee's immediate family or a member of the employee's household; and

18.4.2 has a personal illness, or injury, that poses a serious threat to his or her life; or

after the death of a member of the employee's immediate family or a member of the employee's household.

The period of leave shall be determined by taking into account the compassionate circumstances surrounding the request for leave on each occasion when a member of the employee's immediate family or a member of the employee's household:

- contracts or develops a personal illness that poses a serious threat to his or her life; or
- sustains a personal injury that poses a serious threat to his or her life; or
- dies.

In order to qualify for payment for compassionate leave, the employee must provide to the employer any evidence that the employer reasonably requires of the illness, injury or death.

18.5 Personal Illness and Injury

An employee who is a member or eligible to be a member of the Maritime Union of Australia, shall be entitled to:

- (i) the provisions of Sections 127 to 132B of the Navigation Act as if those provisions formed part of this Agreement; and
- (ii) the following provisions of this sub clause when the employee is unable to commence a duty period due to either illness or an accident that occurred whilst the employee was on leave.

The entitlements provided by this sub clause shall be based on the following conditions:

- (i) The benefits shall 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.
- (ii) 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.
- (iii) The benefits provided to an employee by this clause 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.
- (iv) 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 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.
- (v) The maximum entitlements prescribed in this clause do not accumulate from year to year.
- (vi) During a period of absence covered by this clause an employee will neither accrue nor use leave.

- (vii) An employee will be paid 75% of the employee's normal salary for any period of absence covered by the provisions of this clause.
- (viii) The entitlements under this clause shall cease to apply when the employee is certified as fit to resume duty by a qualified medical practitioner or upon reaching the maximum limit of the entitlements as prescribed in paragraphs (iii) above, whichever is sooner.

No medical expenses are payable by the employer.

18.6 Long Service Leave

The parties agree that with the implementation of the fifteen (15) week roster, Prosafe's obligations and the employee's entitlement to long service leave are fully addressed and provided for within the fifteen (15) week roster.

19 WORKERS COMPENSATION

The parties expressly agree that regardless of any issue about the application of the Seafarers Rehabilitation and Compensation Act 1992 the employer will provide equivalent benefits to employees as if the Act had full effect.

The provisions of the Seafarers Rehabilitation and Compensation Act 1992 and Regulations shall be applied as though they formed part of this Agreement.

20 DISPUTE RESOLUTION PROCEDURES

20.1 In the event that a dispute or grievance arises relating to:

- a) A matter arising under this agreement or
- b) The National Employment Standards

the following procedure shall apply.

It is agreed that every endeavour will be made to settle amicably an employment related grievance or dispute (the issue) which may arise by direct and co-operative discussions.

20.1.1 In the first instance, the employee will discuss the issue with the employee's immediate supervisor and together they shall use their best endeavours to resolve the issue as quickly as possible. This stage of the procedure should be completed within 48 hours. During this or other stages of this process, the employee may be represented by a person of the employee's choice.

20.1.2 If the issue remains unresolved, the employee may refer the issue to the Offshore Installation Manager. The employee will receive a response within 72 hours of raising the matter with the Offshore Installation Manager.

20.1.3 Should the issue still remain unresolved, the employee may refer the issue to the Onshore Operations Manager, who will endeavour to finalise the issue.

20.1.4 Where the issue continues to remain unresolved, the issue may be referred to an agreed independent facilitator or Fair Work Australia for assistance in resolving the issue. If not already involved, the employee may request that the employee be represented by the appropriate union. The resolution of the issue, including by

arbitration if necessary, proposed by either the agreed independent facilitator or Fair Work Australia will be accepted and implemented by all parties.

21 TRAINING

21.1 Employees will be required to attend training and development courses arranged by the Company in accordance with the business/safety needs of the enterprise. Further, all employees will be encouraged to participate in additional training and development opportunities to enhance their individual competencies. Training may take place on the facility or in the off duty period on shore.

21.2 For agreed training, the Company will pay for any course fees and reasonable expenses, including accommodation and travel costs, as previously agreed with the Company which are incurred in attending the training.

21.3 For each off duty day that an employee undertakes agreed training, the Company will pay the employee one extra day’s salary. Employees will also receive payment for the total amount of time spent travelling to and from training during their off duty period.

All employees will be required to maintain a current Tropical Basic Offshore Safety Induction and Emergency Training Card and a valid Maritime Security Identification Card.

22 TRAINEES

22.1 It is agreed that Prosafe will fund the training of two new-entrant Trainee IR’s [2 to commence during the life of this agreement].

Trainee Integrated Ratings will undertake agreed training pursuant to Marine Orders Part 3; and

22.2 Subject to satisfactory performance, any such Trainee shall be entitled to the following

- payment of all reasonable college fees/costs, all reasonable travel to attend the college.
- When it is necessary for an employee to take temporary residence away from the employee’s normal place of residence to undertake the approved training, the employee will be entitled, upon production of receipts to reimbursement of living expenses, up to a maximum as outlined in the following table, for each week that the employee residences away from their normal place of residence.

	1.12009	1.1.2010	1.1.2011
Reimbursement limit per week	\$525	\$550	\$577.50

- payment at the rate set out in the table below; “on facility” includes production training on a facility, or ‘qualifying sea service’ [pursuant to Marine Orders Part 3] whether performed on the company’s FPSOs or whether performed on any other vessel;

	\$ per week on facility or on leave	\$ per week at college
Trainee IR	\$699.30	\$699.30

Equivalent paid leave in respect of the period of training at sea; and

- during attendance (including exam/study periods) at college to complete pre-sea training, Advanced Fire fighting, Survival, First Aid and other required short courses, payment at 75% of the on facility/on-leave rate, as set out in the final column above; and

Leave and roster arrangements for Trainees will be agreed with the MUAs prior to the commencement of training.

- payment of all short course fees/costs, all reasonable travel to attend the short courses, and provision of a reasonable allowance for meals & accommodation; and
- The rates of pay above will be varied on 1 July each year by the same percentage as the increase applying generally to salary scales in this agreement.
- Prosafe is under no obligation to offer ongoing employment to the Trainee once having attained the Integrated Rating Certificate but if Prosafe does so and the offer is accepted the period as Trainee counts as service with the company under this agreement.

23 EXPENSES

Prosafe shall reimburse an employee for expenses, including meals reasonably incurred for travel on company business, for expenses reasonably incurred on attendance at approved training courses, for expenses reasonably incurred on travel to and from the employee's home and the facilities and for expenses where travel is delayed and accommodation and/or meals are required. The provision of or reimbursement of reasonable meals by the company does not include alcohol.

In respect of other reasonable expenses associated with the performance of duties as requested by the company, the employee shall be reimbursed. Examples of such expenses include, but are not limited to:

- Medical vaccinations including at employee's choice inoculation against infectious diseases they may be exposed to by working with waste/sewage systems such as Hepatitis A & B and Fluvax
- Refrigeration ticket registration
- Maritime Security Identification Card
- Passport renewal
- Costs associated with company-approved training
- Revalidation costs and AMSA fees
- Medical certificates
- Medical examinations [required by Statute or the company], and related x-rays, pathology

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

24 DRUGS AND ALCOHOL

- 24.1** The possession, soliciting, secreting or consumption of prohibited and/or illegal drugs on board the facility is prohibited. The penalty is likely to be instant dismissal.
- 24.2** It is an employee's responsibility to advise the Offshore Installation Manager when using prescription or non-prescription drugs which may affect their ability to perform their duties.
- 24.3** The possession or consumption of alcohol onboard the facility is prohibited. The penalty is likely to be instant dismissal.

25 COUNSELLING SERVICE

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

26 SECURITY

- 26.1** Employees proceeding to and returning from the facility may be required to undergo a baggage search in accordance with Helicopter Operations Procedures.
- 26.2** Any breach of this policy will be managed as a disciplinary matter.

27 RECORDS

- 27.1** The Company shall keep or cause to be kept a record containing:
 - 27.1.1** The amount of salary and all allowances or other payments payable to each employee and, where applicable, the date when and the place where leave due was granted and the amount thereof.
 - 27.1.2** The employment record of each employee showing details of his commencement, termination dates and date of permanent employment will be maintained for seven years.
- 27.2** In accordance with the Fair Work Act 2009, each employee or a permit holder in the appropriate circumstances shall have access to their records.

28 CABINS AND AMENITIES

Each cabin will be fitted with an internet access point to enable each employee to have free access to the internet in compliance with the established facility Internet Policy.

Employees who are appointed as part of the core crew will have a single berth cabin with en-suite facilities though such employees may be required to share such cabin when the total number of persons on board exceeds the numbers of cabins of the facility. Decisions on which employees are required to share a cabin from time to time will be based on operational requirements and where possible will be arranged so that employees on opposite shifts in similar work groups are allocated to share a cabin. Cabin sharing arrangements will be reviewed based on operational experience.

Signed for and on behalf of the Employee Group
Employee Representative:



Signature

By Michael Adenan (insert name)

Date 28.4.10 **MARITIME UNION OF AUST.**
LEVEL 2

Address **366-375 SUSSEX STREET**
SYDNEY NSW 2000

Authority to Sign Deputy National Secretary MUA Rules 32(a) & (b) & 33(c)
AUSTRALIA

Witnessed By _____

Witness Name Christine Ryan **MARITIME UNION OF AUST.**

Witness Address **LEVEL 2**
366-375 SUSSEX STREET
SYDNEY NSW 2000
AUSTRALIA

Signed for and on behalf of the Employer
Employer (Prosafe Production Services (Australia) Pty Ltd)



Signature

By BERNARD CRUZ (insert name)

Date 16TH April 2010

Address Level 2, 218 St Georges Terrace, Perth, WA 6000

Authority to Sign Senior Vice President, Human Resource

Witnessed By Sophia Lee

Witness Name Sophia Lee

ATTACHMENT ONE

PROSAFE PRODUCTION SERVICES (AUSTRALIA) PTY LTD

GUIDANCE NOTES FOR THE APPLICATION OF PROSAFE DISCRETION IN IMPLEMENTATION OF THE COMPETENCY BASED CREW MODEL FOR THE NINGALOO VISION FPSO MARCH 2009

INTRODUCTION

Prosafe has reached agreement with the four Australian unions (Australian Institute of Marine and Power Engineers, Australian Marine Officers Union, The Australian Workers Union and the Maritime Union of Australia) to implement a Competency Based Crew Model for the operation of the Ningaloo Vision. This Model is reflected in the Agreement finalised with the four unions and is further reflected in the Salary Structure within the Agreement.

SALARY LEVEL OVERVIEW

The following is a brief overview of each level:

- Level 1 will be for Marine Cooks and Catering personnel and General Service Operators/Integrated Ratings. General Service Hands/Integrated ratings who have previous FPSO experience and hold and utilise multiple competencies required by the Company may be appointed to a salary higher than the minimum salary for this level.
- Level 2 will generally be for “entry level qualified/experienced” for Marine Officers, Engineers – including Maintenance and Electrical personnel and for Production personnel. Such personnel with FPSO experience or higher level qualifications and experience may be appointed at a salary higher than the minimum salary for this level.
- Level 3 will be for personnel with considerable FPSO experience in the Marine Officer, Engineering including Maintenance and Electrical personnel and for Production personnel who are appointed to this level due to their experience, qualifications and capability of operating in a leadership role.

PRINCIPLES

The following Principles will be applied when appointing personnel and when developing individual employee Training Plans as part of an individual employee's Personal Performance Review:

- Prosafe will seek to employ personnel who demonstrate a keen desire to broaden their skill base and competencies to enable employees to take on a broader range of skills and tasks which will be of benefit both to the operation of the Ningaloo Vision and to the employee in pursuing their own career.
- Initial appointment to the Competency Model on Ningaloo Vision will be at the prescribed salary rate for the appointed classification level. Prosafe may apply discretion when initially appointing personnel in that an employee may be appointed to a salary higher than the minimum salary for the appointed classification level subject to an individual employee's demonstrated competencies and experience. For example, experience on previous FPSOs, the employee's range of competencies, particularly for employees who hold a broader range of competencies than are specifically required for the role that an employee is appointed to and which can be immediately applied in the operation of the FPSO, may be taken into account when determining an employee's salary. The appointment of specific salaries will be at Prosafe's discretion.
- All employees will be encouraged to broaden their competencies in areas that benefit both the employee and the operation of the Ningaloo Vision. All employees will have a training plan developed as part of their Performance Development Plan. Such training plan will examine both short term and longer term training needs for the facility and for the employee's career and training goals.
- Ongoing training for all employees will be undertaken within the allocated Prosafe training budget which will allow for all statutory and Safety Case related training costs (i.e. TBOSIET, Fire Fighting, HLO etc - initial and renewal) together with all personnel development training costs. The training budget will be determined by Prosafe. Prosafe will determine training priorities within the established training budget.
- All employees will have an equal opportunity to seek to advance their skills/competencies through self education, on the job training and vocational and external training, within the training budget parameters and the training needs of the facility.
- Prosafe employees may advance within the salary structure as a result of the application of a higher level or broader range of skills and responsibilities. Employees do not need to wait for a promotional opportunity to achieve an increase in salary, though adjustments will only be made when a substantial change is applied. Employees may be advanced between Levels 2 and 3 within the structure without the need to apply for vacant positions. Progression between these levels will be dependent upon the attainment and application of competencies of a higher level.
- When a vacancy for a core crew position or a trainee opportunity arises, all Prosafe employees will be given an opportunity to express an interest in applying for the position.

Prosafe may also seek external applicants.

Individual positions will not be considered vacant simply because an employee leaves the Ningaloo Vision. A particular employee's role may be undertaken by existing personnel who have the required competencies accepting and adopting the responsibilities of the person who has left the facility with a resultant vacancy occurring at the 'entry level'. Vacancies may still however be filled by experienced personnel at higher levels. This will be dependent upon the competency levels of the current crew. Prosafe will determine which vacancies are to be advertised. Core crew numbers will be maintained at all times.

- All Prosafe employees who express an interest in a vacant position or trainee opportunity will be treated equally with all other applicants.
- Employees who achieve and are required to apply a higher level or a broader range of competencies will be considered for progression within a salary range. Such adjustments will be considered when an employee is required to implement a substantially different level or range of competencies.
- Should an employee not be satisfied with the employees Training Plan or with an allocated salary following a salary review, such employee will be entitled to raise the issue in accordance with the Dispute Resolution procedure contained in the Union agreement. This procedure commences with the employee in the first instance raising the issue with their immediate supervisor.

CONCLUSION

The implementation of the Competency Crew model for the Ningaloo Vision is designed for the benefit of both the facility and all employees working on the Ningaloo Vision. Prosafe is keen to work with all employees to ensure that the benefits available via this model are achieved.