

Employer Log of Claims

Topic	Sub-topic	Ref. current EA clause	Claim	
Document			1	Current EA as the base document template.
Application and Operation	Title	1	2	<i>Maersk Crewing Australia Pty Ltd Maritime Offshore Oil and Gas Industry (Integrated Ratings, Cooks, Caterers and Seafarers) Enterprise Agreement 2022</i>
	Nominal Expiry Date	2	3	Four (4) year term
	Definitions	3	4	Transition arrangements for a revised definition of "Home Port", commencing halfway through the new EA. Where Home Port for a Casual / Fixed Term employee means Perth, Australia. For a Permanent employee means an Australian port.
	Coverage	4	6	No change to existing coverage.
	Objects of Agreement	5	7	Reinforcement of clause 5.1.
	Objects of Agreement	5	8	No extra claims by either party for the life of the Agreement. The Agreement may, however, be varied at any time during the life of the Agreement in accordance with the FW Act.
Consultation, Dispute Settlement and Flexibility	Delegates Charter	6	9	Delegates have the right to reasonable access on the Vessel to telephone and internet where available for the purpose of carrying out the delegate's responsibilities...(i.e. email, facsimile, photocopying and other facilities removed).
	Consultative Committee	8	10	CC meetings may take place by teleconference (e.g., Microsoft Teams).
	Consultative Committee	8	11	Employee delegate attendance at CC meeting (either by in person or teleconference) paid a 'Dead Day' for attending. No payment for travel, flights or accommodation will be paid.
Employment Types and Termination	Types of Employment	12	12	Include fixed term/project employment as a type of employment. Fixed term/project employment to not exceed 12 months.
	Types of Employment	12	13	Remove Long Service Leave component (1.67%) from the casual leave loading, as factored for elsewhere under Long Service Leave entitlement. Casual leave loading thereby reduced in accordance.
	Types of Employment	12	14	Casual employee applications/offers of permanent employment in accordance with the FW Act (new casual conversion legislation).
	Job Security	13	15	Remove restriction on the use of contractors to supply personnel to fill any of the classifications.
	Redundancy	15	16	Prior to effecting any redundancies, the described steps will be taken "where reasonable and practicable".
	Redundancy	15	17	Voluntary redundancy: volunteers are not guaranteed selection, but selection will not be unreasonably withheld.
	Redundancy	15	18	Involuntary redundancy selection on the basis of merit and operational requirements, based on a points-based selection criteria as set out in the Agreement. No departure from the EA or alternative formula for redundancy selection.
Wages and Related Matters	Remuneration	16	20	Aggregate salary increase (total 10.5% over 4 years): <ul style="list-style-type: none"> - 4.5% on commencement - 2% Year 1 - 2% or CPI Year 2 - 2% or CPI Year 3
	Remuneration	16	21	Wages paid to employee changes from fortnightly to monthly.

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	Superannuation and Income Protection Insurance	17	22	Remove Income protection insurance scheme. 1.5% currently paid into scheme, redirected to employee's nominated superannuation fund.
	Allowances	19	23	Allowances increase to nearest rounded dollar value e.g. \$25.20 increases to \$26 etc., and no further change to allowances for the life of the Agreement.
	Allowances	19	24	Shorthand not paid when employee returns to vessel within 48 hours of seeking medical attention.
	Allowances	19	25	Remove PPE allowance. Company provides all PPE to crew.
	Allowances	19	26	Remove Protective and Industrial Clothing clause in its entirety. Company provides all PPE without limitation of number of overalls / boots per annum.
	Allowances	19	27	Remove vessels wrecked or stranded allowance. Employee accepts it is a normal part of seafarer duties (emergency response) to assist in special efforts if a vessel is wrecked, stranded or disabled, and no special allowance will be paid for this.
	Allowances	19	28	Fixed term employee eligible for annual allowances (private health insurance etc.) on a pro-rata basis.
	Training	20	29	Approved study leave paid at 50% of 100% vessel Aggregate salary
	Training	20	30	Trainee salary in accordance with <i>Maritime Offshore Oil and Gas Award 2020</i>
Hours of Work and Related Matters	Hours of Work	21	31	Working hours are determined by the Master (max number of working hours still up to 12 hours per day).
	Two-Crew Duty System	23	32	Employee understands their obligation to be ready, willing and able to for their normal swing. Employee accepts that declining their normal swing is a breach of the inherent requirements of their role, and such leave of absence will be unpaid.
	Travelling	26	33	Uber or similar rideshare to be used instead of taxis.
	Accommodation and Catering	27	34	Catering manning: Remove word "benchmark"
	Accommodation and Catering	27	35	No change to existing catering manning level table
	Accommodation and Catering	27	36	Remove clause 27.5(b). No further claims to catering manning for the life of the Agreement.
	Insurances	28	37	The provisions of WA state-based legislation apply to employees in respect of workers compensation insurance arrangements.
	Insurances	28	38	Salary continuance insurance paid at 75% of 100% vessel Aggregate salary
Leave and Public Holidays	Sick Employees Landed	30	39	The provisions Navigation Act and WA state-based legislation will apply.
	Annual Leave	33	40	Leave in advance (negative leave) offered up to a maximum of -14 days and once exhausted, employee accepts that any further leave is unpaid until they return to work.
	Long Service Leave	35	41	In accordance with WA Long Service Leave Act i.e. <ul style="list-style-type: none"> - 8.667 weeks after 10 years of continuous service - For every 5 years of continuous service thereafter, a further 4.333 weeks - Casual employee service counted - Where employment ends after at least 7 years of continuous service, for any reason other than misconduct, employee eligible for pro-rata payout of accrued LSL

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	Long Service Leave	35	42	LSL paid at 100% vessel schedule Aggregate salary
	Long Service Leave	35	43	Pro-rated LSL payment on redundancy if employee has at least 5 years continuous service.
Schedules		Schedules	44	The manning for AHTS vessel with main propulsion engines generating 18,000 BHP or above: <ul style="list-style-type: none"> - 1 x CIR* - 4 x IRs** - 1 x Cook - *may be replaced by an IR - **one of which may be replaced by a Junior IR or AST