

Log of Claims MUA Offshore 2022

Area	Claim	
Superannuation	(1)	Super to increase in line with Government increases
	(2)	Changes to superannuation payments to be fortnightly, benefit on compounding interest to member would be far greater
Leave	(3)	Increase to permanent leave ratio from 1.153 to 1.250
	(4)	Refine Seacare provisions (if required)
Long Service Leave	(5)	Long service leave to be paid out at a % rate of the vessels you have worked on not 100% flat rate.
	(6)	<ul style="list-style-type: none"> - Permanent Employees to accrue 13 weeks per 10 years of service. Payable at 7 years at pro rata upon termination of employment or where agreed between the Employer and the Employee. Following 7 years of service will accrue further 13 weeks or will be pro rata. - Casuals to have LSL paid into Severance fund - LSL cannot be used without consent of the Employee.
Roster	(7)	Over cycle/ Under cycle Include new provisions that capture under cycle payments. Additional super and any other entitlement is to be paid Penalty to apply from 1 day over/ under Remove references to; <ul style="list-style-type: none"> a) Mutually agreed arrangements between an Employee and their relief on the opposite swing, approved by the Employer; b) Where a relief was about to join the Vessel but is prevented from doing so by compassionate grounds or illness/injury of the relief or the negligence of the relief in the 24 hours prior to the due crew change; c) Extreme weather where a crew change in southern waters is prevented by a decision of the Masters or helicopter pilots due to extreme of sea/wind condition.
	(8)	Lock in up to 4 week swings
	(9)	Where a vessel moves to 24-hour ops an additional IR will be engaged to that vessels schedule.
	(10)	Joining in a foreign port requires a minimum of 10 hours rest before being picked up to join vessel.
	(11)	Clear crew change clarification process when collecting or delivering a vessel to overseas crew. Payment of a duty day must be given to off-signing crew.
	(12)	Any Employee still on board past midday but is meant to depart the vessel, will also be paid a duty day.
	(13)	Travel claims for taxi fares and kilometres to be re-imbursed from the Employees residence to the location – no cap and per diem.
Roles and Definitions of Roles	(14)	Remove 30 POB requirement for Ch Cook/ Ch Steward
	(15)	All Rigs on DP to come under classification 8 Specialised Vessel to ensure full marine crew them.
	(16)	Where there is no Steward on board a vessel, the vessels bed linen and towels etc will be sent ashore for cleaning at each Port call.

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Income Protection/ Severance	(17)	Severance fund for all Employees to be at 5% Casuals component will count toward LSL accruals.
	(18)	Income Protection to have its own clause.
Gangway Watch	(19)	Where a vessel is alongside in a major capital city port (i.e., Sydney, Melbourne, Adelaide, Fremantle Port (including Henderson), Darwin, Brisbane). An additional Employee will be engaged as a Gangway watch for security purposes. The Gangway will be crewed 24/7 whilst a vessel is in a major capital city. The Gangway watch will be remunerated as a Duty Day at the applicable rate for an Integrated Rating on a vessel of that class.
Manning and manning levels	(20)	Shorthand to include the rate of pay, leave. Super and any other allowance payable.
	(21)	Catering Benchmark to have a cook on from 8 POB.
	(22)	Recruitment – Cooks and Stewards must have 12 months of sea time within 3 years of engagement. Where the Employer can display that there are no Cooks or Caterers available, they will discuss and agree with the Union on alternative options.
	(23)	AHTS Vessels which can produce 18,000 BHP will have 4 IRs, 1 E/R IR, a Cook and a Steward as minimum crewing.
	(24)	All Vessels will have a minimum of x5 IRs with a view that 1 of the IRs will have a presence in the Engine Room and work on deck as required by the other IRs.
	(25)	All anchor handling operations will attract an additional IR. Remove “extensive” reference in Solstad EBA and propose their wording.
	(26)	All vessels that require more than 4 IRs will have the 5th IR as a CIR. The CIR will be elected by the crew and trained within 3 months (or next available) of being elected to the role.
	(27)	Increase the minimum manning in each of the schedules
	(28)	No crew change at sea without agreement of the Union.
Job Security	(29)	Longest serving casuals to be given preference for upcoming permanent jobs
	(30)	<p>Casual Security</p> <p>a) Casual employee's will be appointed to a vessel ('Assigned Vessel') for the duration of the Assigned Vessels contract unless;</p> <ol style="list-style-type: none"> (1) The Employee is dismissed as a result of serious misconduct; (2) The Employee is transferred to other positions or vessels as best suits the needs of the Employers business and/ or that of the clients; (3) The Employee resigns; (4) The vessels Australian contract is completed. <p>b) Where an Employee is transferred from the Assigned Vessel to another vessel or contract in accordance with clause ... (2), the employer will ensure that:</p> <ol style="list-style-type: none"> (1) The employee is engaged on terms and conditions no less favourable than those of the employee's Assigned Vessel;

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		(2) The length of contract is no less than that of the Assigned Vessel.
		c) Where a shortfall is identified in accordance with clause (b), the Employer will pay the Employee an amount equivalent to the difference between the amount the Employee received and the amount the Employee would have received had they remained with the Assigned Vessel.
	(31)	Whereby a casual Employee has been regularly engaged with the Employer for a period of 6 months or longer working approximately an equal time roster, that employee may choose to become a permanent Employee. Should the Employee opt to be made permanent, the Employer will immediately issue a new employment contract changing their employment category and that Employee will commence as a permanent in the following pay cycle.
Travel and Accommodation	(32)	New system for taxi transport in port. Minimum of one taxi to and from the nearest GPO per port call.
	(33)	Day Rooms to be provided when waiting for a flight (remove "Connecting") for 4 or more hours from departure of the vessel.
	(34)	Employees to have the option to travel the day before joining or after departing a vessel including overseas travel.
	(35)	Increase share accommodation allowance to \$150 dollars per day, per person
	(36)	Door to door transport not just to home port (pay off & joining) accommodation if arrive late at night in home port
	(37)	No employee to provide credit card details to the hotel the Company should provide those details for the booking
	(38)	Crew to be able to change Home Port at own discretion or at least once a year.
	(39)	Cabin share allowance applies when sharing a toilet/bathroom
Casual Rates and Loading	(40)	Increase casual loading by 10% (to 30%)
	(41)	Casual Employee contracts will include leave periods. Therefore, a casual Employee will be paid on a fortnightly basis and not paid out at the end of a swing unless requested so by the Employee.
Remuneration	(42)	Tidy words to confirm that Permanent Employees will be into the red until they are back on another vessel.
	(43)	Chief stewards to be paid for days on leave that they spend compiling an order before joining in a foreign port. This often takes a minimum of 2 days.
	(44)	8% pay increases, per annum
	(45)	Sign On Bonus
	(46)	Project Allowance Bonus (PAB) - \$220 per day, per person to be shared amongst fleet.
	(47)	Increase to all allowances in line with wage increases
	(48)	Isolation/ Quarantine Provisions – including time at home Duty Days for each Day spent in isolation. Dead Days when isolating at home. Swing to commence from joining vessel. Double Bubble to commence from Day 1 over cycle. Food Allowance paid upfront and the full amount, without receipt.

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	Company to provide Exercise equipment and Entertainment options.
Redundancy	<p>(49) Permanent Employees to have equivalent redundancy entitlements paid into severance fund any amounts paid into the severance fund will come off a redundancy payment in the event an employee is made redundant.</p> <p>(50) The words "where practicable" to be removed.</p> <p>(51) Change redundancy provisions to a seniority based provision.</p> <p>(52) Include no forced redundancies where a contract is within 6 months.</p>
Training	<p>(53) Elected HSRs to be trained within 3 months (or the next available course) from the time they were elected. Training will be in line with the OSHMI requirements. Include minimum OHS numbers per persons on board.</p> <p>(54) The Employer will engage a minimum of 1 TIR per every 16 Employees that they have employed within their business. The Employer will commit to seeing that TIR through their time should they reduce the number of vessels.</p> <p>Where there is an abundance of IRs available the Union and Employer will discuss to alter the amount of training per vessels.</p> <p>(55) All training courses, medicals (client or Employer), polymerase chain reaction (PCR) test, and inductions (including online) to be paid as a dead day.</p> <p>(56) A Casual Employee that returns to an Employers operated vessel, will have all training costs reimbursed if required for that scope of work.</p> <p>(57) <ul style="list-style-type: none"> - All Employees engaged by the Employer, to have all revalidation costs paid for by the Employer. - Company to actively keep training and tickets up to date by helping cover costs and keeping track of worker's certificates. - Work at height, gas test, first aid and confined space tickets to be regularly renewed - Crane training for gantry, knuckle boom, manipulator and rail type cranes to be undertaken. - All IR'S to be trained with an FRC ticket, working at height, Rescue from heights, Confined space entry, Confined space rescue, Gas Testing. </p> <p>(58) The Employer will spend a minimum amount equivalent to 2% of the total annual payroll for Integrated Ratings on the Employers Vessel/s in the form of learning and development on:</p> <p>(a) New entrant training to IR classification;</p> <p>(b) Study leave for Integrated Ratings to Deck Watchkeeper or Engineer Watchkeeper classification;</p> <p>(c) Chief Integrated Rating course;</p> <p>(d) Professional development as defined;</p> <p>(e) any other training deemed by the CC Meeting.</p> <p>Professional development means all training except study leave, value workshops and <u>client or project related inductions</u>, meetings or training.</p> <p>(59) Whereby a casual employee completes training within 3 months of joining a vessel, and that training is used as a part of their engagement with their employer, they will be entitled to receive re-imbursement for that training.</p>

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	(60)	Paid Union Training and Union affairs to be paid time off (as a dead day) and the Employer to facilitate travel and accommodation to and from the elected venue. Minimum of 2 union delegates per every 6 vessels. Up to 5 days per annum.
Amenities Onboard	(61)	The Employer will provide unlimited internet use, with a minimum speed of 85Mbps for all Employees covered by this agreement. There will be WIFI facilities throughout the vessel. Where the Employer does not provide these internet facilities a hard lying amount of \$150 will be paid to each on duty Employee for each on duty day.
	(62)	Foxtel or Satellite TV to be provided on each vessel.
	(63)	Marine Stores: water - toilet paper -laundry detergents-paper cups - cleaning gear should not come out of Food Stores Budget
Catering and Stores	(64)	<ul style="list-style-type: none"> - Set rate a day for victualling (\$38 a day per person) across the board to prevent companies to race to the bottom with our food stores. - To make sure all personnel on the ship, including supernumeraries including contractors, are accounted for in daily catering budget
	(65)	Confectionary items to be provided above budget
	(66)	Australian produce as first choice, not inferior imported products
Allowances	(67)	Shorthand to be payable on operational manning at that time (not just schedule manning).
	(68)	Synthetic Based Mud Allowance - MUA members to get \$30 per day, same as AWU Laundry men
	(69)	Increase base of private health insurance to top "Gold standard" Medical Insurance
	(70)	Protective and Industrial Clothing The base allowance to be increased to \$750 per annum. All safety clothing and equipment required will be provided on an "as-needed" basis and replaced on a "fair wear and tear basis". No crew member will be expected to work or be asked to engage in activities without the industry accepted level of clothing or equipment.
Dispute Procedures	(71)	Status Quo to apply in a DSP unless unsafe
	(72)	If dispute not resolved within 7 days from step 1 the Union may lodge the Dispute in the FWC
	(73)	Tidy up clauses and remove any requirements for the Employer to agree to arbitration.
Consultative Committee	(74)	The committee will be paid a dead day for all other company approved meetings and they will be paid for 12 Union Meetings (for life of agreement). All EBA negotiation meetings will also attract a dead day.
	(75)	Employer will cover the costs of flights and accommodation
	(76)	Agreed outcomes at CC Meetings are to be binding on both parties
	(77)	Swab testing to become industry standard

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Drug and Alcohol	(78)	Full pay not on vessel when false positive is obtained, providing the employee has a letter or prescription from medical professional
Safety	(79)	Where any Vessel proposed to be covered by this Agreement is imported to work in the oil and gas industry, the Union will determine if a Vessel inspection prior to its mobilisation is necessary. The decision to undertake the inspection will take into account the age of the Vessel and the length of time since the Vessel was last in Australia.
	(80)	Prescription safety glasses to be paid for, clear and dark every 12 months on completion of 3 swings. To cover casuals and Permanents.
Schedules	(81)	Any crane work to fall under specialist vessel classification
	(82)	Amalgamate schedules
	(83)	Reinstate MODUs under Tow and Self-Propelled Drilling vessels schedules. MO47 to apply.
	(84)	Remove cabin share reference in MODU schedule. Workers to be entitled to cabin share allowance.
	(85)	Decommissioning work to be covered as specialist work.
Scope	(86)	MUA to propose wording for the Scope. This Agreement is to only cover Employees that are eligible to join the MUA (Cooks, Stewards, IRs, Crane Operators etc).