

“Without Prejudice” Solstad – Enterprise Agreement Negotiation Issues – 12 July 2022

Solstad – Enterprise Agreement Negotiation Issues – 14 July 2022

Item No.	2018 EA Clause No.	Change Sought	Reasons For The Proposed Change
1.	2.2	Delete the existing subclause 2.2 which reads "The parties will commence negotiations for a replacement agreement eight months prior to the nominal expiry date".	There is no apparent reason why EA negotiations should commence eight months before the EA reaches it's nominal expiry date.
2.	3.	Update the names/definitions of Solstad and the MUA to reflect their current legal status/identity.	Both SolstadFarstad and the MUA have changed their names/legal identity since 2018.
3.	17.1	Solstad may transfer Employees between Vessels including between different types of vessel.	The change being sought clarifies that Solstad can transfer crew members between different types of vessels.
4.	17.3	Employees will be provided with at least 24 hours' notice if any transfer is to be made. Where Solstad and the employee concerned agree, a lesser period of notice may be given.	The change being sought clarifies the minimum amount of notice required to be provided to an employee being transferred between vessels.

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5.	29.10 & 29.11	<p>Delete existing subclause 29.11 and insert in lieu:</p> <p>29.11 The payment of shorthand monies will not apply, however:</p> <p>(a) Where the short handedness results from the granting of leave to an Employee on compassionate grounds or because of personal ill health or injury from a crew member or a crew member taking family and domestic violence leave; or</p> <p>(b) When an Employee is absent not due to any fault of Solstad.</p>	<p>The change being sought clarifies the circumstances when short handed allowance does not apply.</p>

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6.	29.10 & 29.11	<p>Renumber existing subclause 29.11 as subclause 29.12. Include a new subclause 29.11 in the following terms:</p> <p>"All claims for sailing shorthanded allowance shall be submitted in writing/email by the employee making the claim to the Solstad payroll department and set out the following details:</p> <p>The vessel the shorthanded sailing occurred on, the first day that shorthanded allowance is claimed, the last day the shorthanded allowance is claimed.</p> <p>Shorthanded claims should be made within one month of the final date in the short handed claim.</p> <p>An employee representative may lodge claims for short handed allowance on behalf of crew members on board the same vessel who were also impacted by the shorthanded sailing but must copy those crew members into the correspondence which raises the claim".</p>	<p>The change being sought clarifies and codifies the process for claiming payment of shorthanded allowance.</p> <p>The sooner a claim for short handed allowance is raised the easier and quicker it is to process. The change sought allows one employee to raise a claim on behalf of themselves and their crew mates impacted by the short handed situation.</p>
7.	29.16	<p>Add a new paragraph to subclause 29.16 in the following terms:</p> <p>"Employees being paid the allowance prescribed by this subclause shall ensure that they have all required protective clothing, footwear and personal protective equipment that they require to safely carry out their work."</p>	<p>This change sought adds clarity to the subclause.</p> <p>It makes clear that each employee being paid the protective and industrial clothing allowance is required to attend for their swing with all necessary protective clothing and PPE.</p> <p>Solstad has a duty of care to ensure that crew have and use appropriate PPE.</p>

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8.	30.7	Add the words "or ride share fare" after the word "taxi fare".	This change clarifies that the use of ride share transport is acceptable for the purpose of reimbursement of expenses by crew members.
9.	40.2	Delete the last sentence from subclause 40.2. which currently reads: "For crew change other than alongside, evidence of requests for berthing space having been refused will be provided."	1. Crew change at an anchorage in a port using a launch/crew boat is safe process when carried out after a risk assessment has been conducted. 2. The current wording does not properly deal with the circumstance of berthing space not being available at the time the vessel requires it.
10.	42.5	In subclause 42.5 change "4 hours" to "6 hours".	The current provision does not factor in the time taken/lost in travelling from the vessel to a hotel to check in and the additional time required to travel from the hotel to the airport and check in. 6 hours is more realistic than 4 hours.
11.	45.	Renumber existing Clause 45 as subclause 45.1. Create a new subclause 45.2 setting out that personal mobile phones are not to be carried or used while the employee is on duty/shift unless dispensation has been granted by the vessel Master.	This is a safety issue. Carrying and/or using a mobile phone whilst on duty is both unnecessary and a potential distraction. Where there is an operational need or extenuating circumstance that requires a crew member to have a phone whilst on shift then the crew member needs to raise that with the vessel Master.

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			This is also in line with Solstad's policy regarding the use of mobile phones in the workplace.
12.	51.	<p>The current Solstad EA is silent on what or how much notice/direction can be given to an employee on leave in advance to attend at work.</p> <p>Delete the existing subclause 52.1 (a) and include in lieu a new subclause 51.2(a) in the following terms: "Where leave in advance is given the Employee will be given reasonable notice of at least 24 hours of the expected return date to enable full and undisturbed use of the leave notwithstanding that it is leave in advance".</p>	The change sought clarifies the notice requirements to have an employee on leave in advance attend for work.
13.	51.	<p>Include a new subclause 51.5 in the following terms:</p> <p>"Where an Employee does not agree to take leave in advance in excess of 21 days, they shall be paid Dead Days until they are placed on a Vessel, on the condition that they are ready, willing and available to work and will be given reasonable notice of a requirement to return to work (of at least 24 hours where possible)".</p>	The change sought clarifies the notice requirements to have an employee on dead days because they have not agreed to take leave in advance to attend for work.
14.	54.3	<p>"Delete the reference to "Marine Order 9" in subclause 54.3 and insert in lieu thereof "Marine Order 76".</p> <p>Add a new paragraph to subclause 54.3 in the following terms:</p>	<p>Marine Order 9 was repealed as of 1 January 2018 and replaced by Marine Order 76.</p> <p>The new paragraph clarifies the requirement for employees to be fit to carry out the inherent requirements of their role.</p>

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		"It is the responsibility of each employee to ensure they present for work in a fit and healthy condition and able to carry out the requirements of their role without any medical or operational limitations"	
15.	61.1	<p>Change the current wording to:</p> <p>"A permanent Employee who has completed 10 years of continuous service with Solstad shall be entitled to 8.66 weeks long service leave paid at their base rate of pay. For every five years of continuous employment with the Solstad thereafter, a permanent employee shall be entitled to a further 4.33 weeks long service leave".</p>	The change sought aligns the Long Service Leave Clause with the WA Long Service Leave Act 1958 accrual rates.

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16.	65.	<p>There is an issue regarding manning levels on vessels off hire and/or transiting between contracts/clients and/or entering/leaving Australian waters.</p> <p>Current EA provisions: Subclause 65.1 sets out: "The minimum manning for all Vessels not in operations will be as per the safe manning certificate of the Vessel".</p> <p>Subclause 65.5 sets out: "The minimum manning for Mobilisation and Demobilisation Voyages (Coastal and International transit voyages) will be: (a) Four Integrated Ratings; and (b) One Cook. Manning may be discussed between Solstad and the Union and where agreed, may be varied. "</p> <p>Amend subclause 65.1 to read as follows: "The minimum manning for all Vessels not on hire to a hydrocarbons producer or conducting operations the offshore oil and gas industry or transiting to or from Australian waters will be as determined by Solstad following a risk assessment and subject to the approval of the flag state regulator or the safe manning certificate of the Vessel".</p> <p>Delete subclause 65.5 in it's entirety.</p>	<p>The change sought clarifies the manning levels on vessels that cease working in the offshore oil and gas industry and/or vessels entering/leaving Australian waters.</p>

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17.	66.	<p>In subclause 66.1 delete paragraph (b).</p> <p>Subclause 66.1 currently reads: "An additional Integrated Rating will be provided to Vessels with the manning level as described below:</p> <p>(a) In respect of clauses 65.2 and 65.3, during Rig Shifts on AHTS servicing semi-submersible MODU or other offshore units where extensive anchor handling operations are required; or</p> <p>(b) Where the Persons on Board is more than 13 for a duration of 48 hours or more."</p>	<p>There is no obvious operational reason why an additional IR is required simply because the POB on a vessel exceeds 13.</p>