

TOTAL MARINE TECHNOLOGY PTY LTD

ROV ENTERPRISE AGREEMENT

2024





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1.0 TITLE

This Agreement will be known as the Total Marine Technology Pty Ltd ROV Enterprise Agreement 2024.

2.0 DEFINITIONS

“**Agreement**” means this document.

“**Assembly Location**” means the airport in the nearest Australian Capital City to the Employee’s place of residence, or another mutually agreed location.

“**AUD**” means Australian Dollar.

“**Commencement Location**” means a location specified in a Project Assignment Letter that is issued to the Employee before undertaking offshore work from which the offshore daily rates apply.

“**Confidential Information**” means any information relating to the business or affairs of the Employer, including all records, documents, accounts, plans, formulae, designs, specifications, price lists, customer lists, correspondence and letters and paper of every description, including all copies of or extracts from them, all other commercially valuable information and any other information of any kind concerning or in any way connected with the Employer.

“**Drilling ROV Project**” means any ROV work performed on a ROV system that is installed on Mobile Offshore Drilling Unit (MODU) or a ROV system that is on a vessel and contracted to support a MODU.

“**Employee**” means any person employed on a casual basis by the Employer under the classifications contained within clause 7.0 of this Agreement.

“**Employer**” means Total Marine Technology Pty Ltd.

“**Non-Drilling ROV Project**” means any ROV work performed on a ROV system that is not a Drilling ROV Project. In these cases, the ROV would not be installed on a MODU or a vessel contracted to support a MODU, and would instead be installed on a vessel performing work such as inspection, intervention and decommissioning.

“**Parties**” means the Employer and the Employee(s).

“**Pilot Technician 1**” means an Employee who has met the requirements of a Pilot Technician 1 and who is at a level of competency that demonstrates, to the Employer, an advanced technical ability and an emerging piloting competency.

“**Pilot Technician 2**” means an Employee who meets the requirements of a Pilot Technician 2 and who is at a level of competency that demonstrates, to the Employer, sufficient knowledge and ability to work at a higher level.

“**Project Manager/Superintendent**” means an Employee appointed by the Employer on a specific project who has ultimate responsibility for the ROV team and is required to interface effectively with clients on behalf of the Employer whilst offshore.



“ROV” means Remotely Operated Vehicle.

“Submersible Engineer” means an Employee who has met the requirements of a Sub Engineer and has demonstrated a comprehensive technical knowledge of all Employer ROV systems and is capable of functioning with autonomy.

“Supervisor” means an Employee who has met the requirements of a Supervisor and has demonstrated knowledge required to be responsible for the organising, safety and management of the ROV team, and an ability to assess weather conditions, take control in an emergency situation and liaise with clients.

“Trainee Pilot Technician” means an Employee engaged to train as a Pilot Technician.

“Worksite” means the place where the work is to be performed by the Employee. This may be on a vessel, rig, or other form of offshore facility or at an onshore office, workshop, or facility.

3.0 APPLICATION

3.1 This Agreement applies to Total Marine Technology Pty Ltd (the Employer) and its casual ROV Employees engaged in the classifications detailed at clause 7.0.

3.2 This Agreement does not apply to Employees engaged on a permanent basis by the Employer.

4.0 TERM OF AGREEMENT

4.1 This Agreement will commence on the seventh day after approval by the Fair Work Commission and will have a nominal expiry date of two (2) years from the date of approval. After the nominal expiry date, this Agreement will continue to operate until terminated or replaced. Renegotiations of the terms of the Agreement will commence three (3) months prior to the nominal expiry date of this Agreement.

5.0 PRINCIPLES OF THE AGREEMENT

5.1 This Agreement will be read and interpreted in conjunction with the NES (National Employment Standards). Where there is inconsistency between this Agreement and the NES, and the NES provides greater benefit, the NES provision will apply to the extent of the inconsistency.

5.2 The delegates rights term in the Award is incorporated into this Agreement.

5.3 The relationship between the Parties in the application of this Agreement will be governed by the following principles:

- a. To develop and promote trust and motivation;
- b. To maintain honesty and mutual respect, with Employees being treated fairly and equitably at all times;
- c. To create a working environment that fosters a commitment and common identity with the Employer’s operation and performance;
- d. To organise work in a manner which is flexible and relevant to the nature of operations; and

- e. To maintain a safe, viable, and competitive workplace in a highly competitive international industry.

6.0 CONTRACT OF EMPLOYMENT

6.1 Scope of Work

Employees will carry out such duties as may be directed by the Employer from time to time, subject to the Employee's skill, experience and training. In the performance of an Employee's duties, Employees must:

- a. Promote the Employer's interests;
- b. Refrain from acting in conflict with the Employer's interests;
- c. Be honest and diligent and perform the duties assigned to the best of their knowledge and abilities; and
- d. Except where prevented by disability or ill-health or where otherwise agreed in writing by the Employer, devote the whole of their time, attention and skill during working hours, and at other times reasonably necessary, to the duties of their position.

6.2 Safety Requirements

Employees are to:

- a. Attend medical examinations as requested by the Employer, such as the Oil and Gas UK (OGUK) medical, and meet the required medical standards to be fit for offshore work;
- b. Comply with the minimum dress standard, unless directed otherwise by a duly authorised person;
- c. Use protective clothing, footwear, and equipment as provided for specific circumstances;
- d. Comply with safety regulations determined by the Employer;
- e. Comply with client/site safety regulations and attend safety meetings, including pre-tour safety meetings, drills, inductions and training during the work cycle, as required by the Employer;
- f. Ensure that the workplace and equipment are kept in a clean and safe condition; and
- g. Submit to random, incident, and for cause drug and alcohol testing, as and when required by the Employer or the Employer's client.

6.3 Casual Nature of Employment

- a. All Employees covered by this Agreement will be engaged on a casual basis. This Agreement provides no guarantee or obligation that the Employer will re-engage a casual Employee after their last engagement.

- b. Provided that the conditions of the NES are met, an Employee can submit a written request outlining their choice to convert to a permanent employee.
- c. Employees will be paid a 20% casual loading, which is included in their rates of pay prescribed herein at clause 7.0. The 20% loading is comprised of:
 - i. Annual Leave 7.8%
 - ii. Long Service Leave 1.67%
 - iii. Personal Leave 3.9%
 - iv. Short Term Loading 5.0%
 - v. Contingencies 1.63%
- d. In accordance with clause 12.0, this casual loading is paid in lieu of any form of entitlement associated with permanent employment, including but not limited to annual or personal leave, paid public holidays or redundancy entitlements.

6.4 Termination

- a. Either Party may terminate the employment for any reason by providing as much notice as possible but in any event, no less than 24 hours' notice. Notice should be in writing where possible. In the event that an Employee gives notice whilst offshore, the Employee may be required to complete the offshore roster period;
- b. The Employer may terminate the Employee's employment contract without notice in the event of serious misconduct, breach of contract, or negligence in application of safety requirements.

6.5 Employees who do not attend for duty, who are deemed unfit for work, or breach the Employer or client safe work practices and policies, will not be paid. If any of these events occur prior to the Employee entering the site, then no payment for the preceding travel will be paid.

6.6 Whilst on duty Employees may be requested to attend/transfer to any work location by the Employer.

6.7 The hours of work offshore will normally be 12 hours per day. On occasions, Employees may be required to work in excess of these hours where there are operational requirements, conflicts with travel schedules, emergencies or other exceptional circumstances. The wage rates in clause 7.0 contemplate full compensation for such overtime hours hence no additional payments will be made for overtime hours worked.

6.8 An Employee may be requested to return to work during the Employee's days off and if the position is accepted, they will be paid in accordance with clause 7.0 for days worked.

7.0 WAGES

- 7.1 The rates of pay prescribed in clauses 7.4 and 7.5 are inclusive of the casual loading referred to in subclause 6.3c.
- 7.2 Appointments to the various ROV classifications are at the complete discretion of the Employer and may vary between projects. Prior notification will be given for all appointments by the Operations Manager or Operations Department.
- 7.3 The Employer shall pay wages and entitlements fortnightly based on an approved daily or weekly report, with the pay being transferred into the Employee’s nominated bank account by electronic funds transfer.
- 7.4 Onshore ROV Work

The Employer will pay the following hourly rates for any onshore work. Onshore work is that which is carried out at an onshore worksite. Employer Premises rate is paid for all work conducted at an employer facility, whilst the External Site rate is paid at all other onshore worksites.

Onshore work includes, but is not limited to, maintenance work and company approved training courses.

ROV Classification	Onshore Hourly Rate (AUD)	Onshore Hourly Rate (AUD)
	Employer Premises	External Site
Project Manager/Superintendent	90.00	107.00
Supervisor	75.00	97.00
Submersible Engineer	65.00	85.00
Pilot Technician 1	55.00	78.00
Pilot Technician 2	50.00	70.00



7.5 Offshore ROV Work

The Employer will pay the following minimum offshore daily rates for offshore work. Some projects may pay higher than these minimum amounts, in which case the rates will be specified on the Project Assignment Letter.

Appointments to the various ROV classifications for offshore work are at the complete discretion of the Employer and may vary between projects.

ROV Classification	Drilling ROV Project Day Rate (AUD)	Non-Drilling ROV Project Day Rate (AUD)
Project Manager/Superintendent	1,830.00	2,060.00
Supervisor	1,658.00	1,931.00
Submersible Engineer	1,454.00	1,757.00
Pilot Technician 1	1,337.00	1,549.00
Pilot Technician 2	1,203.00	1,379.00
Trainee Pilot Technician	856.00	1,031.00

Prior notification will be given for all appointments by the Operations Manager or Operations Department.

The full day rate will be paid from the day of arrival at the Commencement Location until the day that the Employee returns to the Commencement Location. The Commencement Location will be specified in a Project Assignment Letter issued to the Employee.

7.6 Assembly and Commencement Location

The Employer will arrange travel, including accommodation if required, from the Assembly Location (Australian Capital City Airport closest to Employee's place of residence) to the Commencement Location (location with which offshore daily rates commence) and vice versa.

An Employee may request to change their Assembly Location. Approval to change the Assembly Location will be at the discretion of the Employer. For the avoidance of doubt, it is not the Employer's practice to approve requests where the change will increase the cost of travel offered to the Employee.

7.7 Travel Allowance

If an Employee needs to depart the Assembly Location on a different calendar day to when they arrive at the Commencement Location and vice versa, then Employees will be paid a Travel Allowance equivalent to 1 offshore day rate each



way. The Travel Allowance is capped to 1 offshore day rate regardless of the duration of travel.

For example, for the following scenarios:

Project A Commencement Location: Perth Airport Departures

Project B Commencement Location: Darwin Heliport

Employee Assembly Location: Perth Airport

If the Employee was to work on Project A, then their Offshore Day Rate would commence on the day that they departed Perth and then cease when they returned to Perth Airport. There would be no additional Travel Allowance.

If the Employee was to work on Project B, then their Offshore Day Rate would commence on the day that they departed the Darwin Heliport (to travel offshore) and then cease when they returned to Darwin Heliport. They would be required to travel to Darwin the day prior to their departure from Darwin so they would receive a Travel Allowance equal to 1 Offshore Day Rate. When travelling home, they would be able to return to Perth on the same day that they depart the offshore location, so they would not receive a travel allowance, unless a delay meant that they did not arrive back to Perth until the following day.

7.8 Travel Conditions

If the Employee fails to board or is unable to board the scheduled transport provided by the Employer to commence rostered work due to the Employee's fault, the Employer is not obligated to provide alternative transport options or alternative rostered work.

All flights arranged by the Employer will be economy airfares and any frequent flyer points earned by such flights will be allocated to the respective Employees.

Excluding circumstances where a meal is provided by the Employer (i.e. hotel breakfast), whilst travelling between the Assembly Location to the Commencement Location, appropriate meals are to be purchased by the Employee at a dining location of their own selection, and the Employer will then re-imburse the Employee for the meal expense (excluding alcohol) with a valid tax receipt up to the following amounts (or equivalent) per day. All expenses should be submitted in accordance with the Employer's Policy.

- a. Breakfast – \$39 AUD
- b. Lunch – \$55 AUD
- c. Dinner – \$77 AUD



7.9 Wage Escalation

Wage rates prescribed in clause 7.5 will be increased to the following through the term of the agreement:

ROV Classification	Effective 1 st July 2025	
	Drilling ROV Project	Non-Drilling ROV Project
	Day Rate (AUD)	Day Rate (AUD)
Project Manager/Superintendent	1,958.00	2,139.00
Supervisor	1,774.00	2,004.00
Submersible Engineer	1,617.00	1,824.00
Pilot Technician 1	1,431.00	1,608.00
Pilot Technician 2	1,287.00	1,431.00
Trainee Pilot Technician	949.00	1,070.00

All other payments and allowances shall be fixed for the duration of the agreement.

7.10 Back Payment

Subject to approval of this Agreement by the Fair Work Commission, a back pay will be conducted for any offshore ROV work completed from the 1st of July 2024 onwards for any active projects at the time of a successful ballot for the new agreement. This back pay will be the difference between the day rate received (inclusive of additional payments) and the day rates specified in the following table, where the amount received was less than the amounts in this table. This payment will be completed within 1 month of the approval date of this new agreement.

ROV Classification	Drilling ROV Project Day Rate (AUD)	Non-Drilling ROV Project Day Rate (AUD)
Project Manager/Superintendent	1,795.00	2,060.00
Supervisor 1	1,626.00	1,931.00
Supervisor 2	1,526.00	1,892.00
Submersible Engineer	1,426.00	1,757.00
Pilot Technician 1	1,311.00	1,549.00
Pilot Technician 2	1,180.00	1,379.00
Trainee Pilot Technician	840.00	1,031.00

8.0 OTHER PAYMENTS

- 8.1 The Employer will provide the Employee with two pairs of overalls upon commencement of employment, and per annum thereafter (or on a fair wear and tear basis).
- 8.2 Provided that the Employee has performed work for the Employer for at least 60 days within the previous 180 calendar days, the Employer will reimburse the Employee against a receipted expense claim submitted in accordance with the Employer's policy for the following:
- a. One pair of safety boots up to the value of \$170.00 including GST per annum (or on a fair wear and tear basis);
 - b. A maximum of \$200.00 including GST per annum for prescription safety glasses;

- c. Renewal of the Employee's OGUK Medical and Basic Offshore Safety Induction and Emergency Training (BOSIET) and Compressed Air Emergency Breathing System (CA-EBS) course and other mandatory training, if they expire, or are coming up to expiry, and the Employer requires the Employee to continue to hold the certification past the expiry date.

Each Employee will be responsible for booking their own training courses prior to the expiry date.

- 8.3 The Employer will provide all necessary work tools.
- 8.4 The Employer has insurance to cover the Employee's Baggage and Personal effects normally required while offshore to the maximum total value of \$1,000.00 excluding Electronic Equipment and Specific Electronic Equipment to combined maximum value of \$3,000.00. Payments will not be made in excess of these amounts.
- 8.5 The typical roster duration will be 28 days or less, commencing from the day that the Employee arrives at the Commencement Location. For roster durations greater than 28 days, agreement between the Employer and the Employee is required.
- 8.6 Where an Employee has agreed to work a roster greater than 28 days:
 - a. There is no additional payment for the first 4 days after exceeding 28 days continuous work.
 - b. From the 33rd day of the roster and beyond of continuous work, an additional 50% of the applicable Offshore Day Rate will be paid (i.e. time and a half)
- 8.7 If an Employee is instructed to evacuate the offshore Worksite due to cyclone activity the Employee may be requested by the Employer to remain on standby. If the Employee agrees to remain on standby, then the Employer will be paid at the Onshore Rate (External Site) for 8 hours each day, until the Employee returns offshore or is no longer required to remain on standby. Whilst on standby the Employee will be required to remobilize to the Commencement Location with a minimum of 12 hours' notice. If the Employee is not able to remobilise in the 12-hour notice period, then zero payment will apply for the whole standby period.

If the Employee is remobilised during the standby period, full day rates will resume and replace any applicable standby payment from the day that they arrive at the Commencement Location for that project.

9.0 SUPERANNUATION

- 9.1 The Employer will make the required superannuation contributions, pursuant to the provisions of the Superannuation Guarantee (Administration) Act 1992 (Cth).
- 9.2 Employees who do not nominate a Superannuation Fund of their choosing on commencement of employment, shall have contributions made to the Employer's default complying MySuper fund, and will continue to do so until the Employee provides a complying, complete Standard Choice Form.

10.0 WORKERS' COMPENSATION

- 10.1 The Employer shall maintain for the duration of this Agreement workers' compensation insurance complying with all statutory obligations and benefits required by the workers' compensation and rehabilitation laws of the jurisdiction in which the Employee's services are being performed.

11.0 TRAINING, INDUCTIONS AND MEETINGS

- 11.1 Employees must make themselves available (whilst off duty) to attend the following training:

- a. OGUK Medical
- b. Basic Offshore Safety Induction and Emergency Training (BOSIET) or Further Offshore Emergency Training (FOET)
- c. Compressed Air Emergency Breathing System (CA-EBS) Training
- d. Working at Heights Training
- e. High Voltage Awareness Training.

This training will be unpaid for a maximum of 5 days per calendar year. Any training in excess of the 5 days shall be paid at the applicable hourly onshore rate.

- 11.2 Employees should make themselves available (whilst off duty) to attend Client arranged meetings. These meetings include, but are not limited to, the following:

- a. Campaign Induction Meetings & Training (online or in-person)
- b. Job Planning Meetings
- c. Hazard Identification Workshops and other Risk Assessments
- d. Pre & Post Job Meetings arranged by client

Payment for such meetings will be paid at the applicable hourly onshore rate. All reasonable expenses incurred during such work shall be reimbursed, against receipted expense claims submitted in accordance with the Employer's policy.

Time spent conducting the following are excluded from this arrangement:

- a. Pre & Post Job Meetings with Employer Management and Staff
- b. Internal Employer Meetings
- c. Training and inductions completed individually prior to mobilisation

12.0 LEAVE

- 12.1 Casual Employees do not accrue any annual or paid personal leave and are not paid any additional loading due to public holidays. Payment for leave (including long service leave) and public holidays has been built into the wage rates, which are inclusive of a 20 percent casual loading.

- 12.2 Should an Employee wish to make themselves unavailable for work the Employee must advise the Employer as soon as reasonably practicable, but no later than one week prior to making themselves unavailable for work.

13.0 INTELLECTUAL PROPERTY

13.1 If in the performance of their duties an Employee makes any inventions, improvements or discoveries in connection with any machinery or other plant, or any process used or which might be used in the business of the Employer or any subsidiary or client of the Employer, such Employee must fully, freely and immediately communicate the same to the Employer and if so desired by the Employer execute all documents and do all acts and things at the Employer's cost which may be necessary or desirable for the purpose of vesting the same in the Employer.

14.0 CONFIDENTIALITY

14.1 Employees must maintain the confidentiality of the Employer and its clients' business operations at all times. Employees must:

- a. Not divulge or communicate to any person, any Confidential Information except so far as may be reasonably necessary for the proper performance of their duties;
- b. Take all reasonable precautions, including physical security, as may be reasonably necessary to maintain the confidentiality of Confidential Information; and
- c. Immediately notify the Employer of any suspected or actual unauthorised use, copying or disclosure of Confidential Information.

15.0 CONTINUOUS OFFSHORE OPERATIONS

15.1 The Employer has client contracts that guarantee the Employer's continuous uninterrupted offshore services. This undertaking requires that all Employees remain ready, willing and available for work. Employees must not take any action which prevents or prejudices the Employer from meeting its contractual obligations.

16.0 DISPUTE RESOLUTION PROCEDURE

16.1 If there is a dispute over the application of this Agreement or the National Employment Standards between an Employee/s and the Employer, the Procedure set out below shall apply.

- 16.2 The aim of this Process is to ensure that any dispute is settled as quickly as possible.
- Step 1: The matter is to be raised and discussed between the Employee(s) and their Immediate Supervisor.
- Step 2: If resolution is not reached, the matter is to be discussed in writing between the Immediate Supervisor, the Employee, and the Human Resource Manager (or equivalent).
- Step 3: If resolution is not reached, the matter is to be referred to Senior Management of the Employer, in writing.
- Step 4: If the matter remains unresolved between Senior Management of the Employer and the Employee, either the Employee or the Employer may refer the matter to an independent body, such as the Fair Work Commission, in writing.
- 16.3 Either party can refer the matter to the Fair Work Commission for conciliation and mediation.
- 16.4 Until the matter is finally determined, work will continue as normal in accordance with the Employee/s contract of employment and this Agreement, without prejudice to the position of either Party.
- 16.5 An Employee is entitled to refrain from working where the Employee has reasonable concern about an imminent risk to their health or safety and has complied with any reasonable direction given by the Employer to perform other available work, either at the same workplace or at another workplace. Whereby, the onus of demonstrating the reasonable concern rests with the Employee.
- 16.6 At any stage during the dispute an Employee who is party to the dispute or the Employer may appoint a representative to accompany and/or represent them for the purposes of the procedures in this clause.

17.0 INDIVIDUAL FLEXIBILITY ARRANGEMENTS

- 17.1 An Employer and Employee covered by this enterprise Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the Agreement if:
- a. The Agreement deals with one or more of the following matters:
 - Arrangements about when work is performed;
 - Overtime rates;
 - Penalty rates; and
 - Allowances;
 - b. The arrangement meets the genuine needs of the Employer and Employee in relation to one or more of the matters mentioned in paragraph (a); and
 - c. The arrangement is genuinely agreed to by the Employer and Employee.

The Employer must ensure that the terms of the individual flexibility arrangement:

- a. Are about permitted matters under section 172 of the Fair Work Act 2009;
- b. Are not unlawful terms under section 194 of the Fair Work Act 2009; and
- c. Result in the Employee being better off overall than the Employee would be if no arrangement was made.

The Employer must ensure that the individual flexibility arrangement:

- a. Is in writing;
- b. Includes the name of the Employer and Employee;
- c. Is signed by the Employer and Employee and if the Employee is under 18 years of age, signed by a parent or guardian of the Employee; and
- d. Includes details of:
 - The terms of the enterprise Agreement that will be varied by the arrangement; and
 - How the arrangement will vary the effect of the terms; and
 - How the Employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
 - States the day on which the arrangement commences.

17.2 The Employer must give the Employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.

17.3 The Employer or Employee may terminate the individual flexibility arrangement:

- a. By giving 28 days written notice to the other party to the arrangement; or
- b. If the Employer and Employee agree in writing at any time.

18.0 CONSULTATION REGARDING MAJOR WORKPLACE CHANGE

18.1 This term applies if the employer:

- a. has made a definite decision to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the Employees; or
- b. proposes to introduce a change to the regular roster or ordinary hours of work of Employees.

18.2 For a major change referred to in clause 18.1:

- a. the employer must notify the relevant Employees of the decision to introduce the major change; and
- b. clauses 18.3 to 18.9 apply.

18.3 The relevant Employees may appoint a representative for the purposes of the procedures in this term.

- 18.4 If:
- a. a relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation; and
 - b. the Employee or Employees advise the Employer of the identity of the representative;
- the Employer must recognise the representative.
- 18.5 As soon as practicable after making its decision, the Employer must:
- a. discuss with the relevant Employees:
 - i. the introduction of the change; and
 - ii. the effect the change is likely to have on the Employees; and
 - iii. measures the Employer is taking to avert or mitigate the adverse effect of the change on the Employees; and
 - b. for the purposes of the discussion—provide, in writing, to the relevant Employees:
 - i. all relevant information about the change including the nature of the change proposed; and
 - ii. information about the expected effects of the change on the Employees; and
 - iii. any other matters likely to affect the Employees.
- 18.6 However, the employer is not required to disclose confidential or commercially sensitive information to the relevant Employees.
- 18.7 The employer must give prompt and genuine consideration to matters raised about the major change by the relevant Employees.
- 18.8 If a term in this agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the Employer, the requirements set out in clause 18.2a and clauses 18.3 and 18.5 are taken not to apply.
- 18.9 In this term, a major change is likely to have a significant effect on Employees if it results in:
- a. the termination of the employment of Employees; or
 - b. major change to the composition, operation or size of the Employer's workforce or to the skills required of Employees; or
 - c. the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
 - d. the alteration of hours of work; or
 - e. the need to retrain Employees; or
 - f. the need to relocate Employees to another workplace; or

- g. the restructuring of jobs.
- 18.10 For a change to regular roster or ordinary hours of work as referred to in clause 18.1b:
- a. the Employer must notify the relevant Employees of the proposed change; and
 - b. clauses 18.11 to 18.15 apply.
- 18.11 The relevant Employees may appoint a representative for the purposes of the procedures in this term.
- 18.12 If:
- a. a relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation; and
 - b. the Employee or Employees advise the Employer of the identity of the representative;
- the Employer must recognise the representative.
- 18.13 As soon as practicable after proposing to introduce the change, the Employer must:
- a. discuss with the relevant Employees the introduction of the change; and
 - b. for the purposes of the discussion—provide to the relevant Employees:
 - i. all relevant information about the change, including the nature of the change; and
 - ii. information about what the Employer reasonably believes will be the effects of the change on the Employees; and
 - iii. information about any other matters that the Employer reasonably believes are likely to affect the Employees; and
 - iv. invite the relevant Employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
- 18.14 However, the Employer is not required to disclose confidential or commercially sensitive information to the relevant Employees.
- 18.15 The Employer must give prompt and genuine consideration to matters raised about the change by the relevant Employees.
- 18.16 In this term:
- relevant Employees means the Employees who may be affected by a change referred to in clause 18.1.



SIGNATORIES

Signed for and on behalf of Total Marine Technology Pty Ltd:


Signed: 

Date: 03/12/24

Print Name: OWEN HETHERINGTON

Position/Authority to Sign: OPERATIONS MANAGER


Address: 1 AMBITIOUS LINK, BIBRA LAKE 6163

Witnessed by: 

Print Name: VESA SAPINA

Address: 1 AMBITIOUS LINK, BIBRA LAKE 6163

Signed for and on behalf of Employees:


Signed: 

Date: 3/12/24

Print Name: LUKE FREDERICKS

Position/Authority to Sign: ROV PILOT TECH

Address: 1 AMBITIOUS LINK BIBRA LAKE 6163

Witnessed by: 

Print Name: NICOLE ESCOBAR

Address: 1 AMBITIOUS LINK, BIBRA LAKE 6163