

BHP Billiton Petroleum Pty Ltd Griffin Venture

Operations Workplace Agreement

(Union Collective) 2007

TABLE OF CONTENTS

1	SCOPE AND APPLICATION	4
2	OBJECTIVES	4
3	COMPLETE AGREEMENT	5
4	TERM OF AGREEMENT	5
5	DEFINITIONS	5
6	NO FURTHER CLAIMS.....	6
7	CERTIFICATION OF FMT MEMBERS.....	6
8	DISPUTE RESOLUTION PROCEDURE	6
9	CONTRACT OF EMPLOYMENT.....	7
10	EMPLOYMENT RELATIONSHIP	7
11	PROBATIONARY PERIOD.....	8
12	TERMINATION OF EMPLOYMENT	8
13	CASUAL EMPLOYMENT – Day Rates for Casuals	8
14	WORKERS COMPENSATION	9
15	LOSS OF PERSONAL EFFECTS	10
16	DAMAGE TO PERSONAL GOODS OR SPECTACLES	10
17	TRAINEES	10
18	SHARED CABIN ALLOWANCE	11
19	EXPENSE REIMBURSEMENT	12
20	OCCUPATIONAL HEALTH AND SAFETY.....	12
21	MEDICALS.....	14
22	MEDICAL FAILURE TO REVALIDATE CERTIFICATE OF COMPETENCY ..	14
23	HOURS OF WORK.....	16
24	ROSTERS AND DUTY PERIODS	16
25	WORK CYCLES	16
26	ANNUAL LEAVE.....	18
27	LONG SERVICE LEAVE	18
28	PERSONAL LEAVE.....	19
29	COMPASSIONATE LEAVE	19
30	PARENTAL LEAVE	20
31	STUDY LEAVE	20
32	JURY DUTY LEAVE	21
33	REDUNDANCY PROVISIONS	21
34	PAY PERIOD.....	21
35	SALARY SACRIFICING.....	22
36	TRAVEL.....	22
37	DRY DOCK.....	23

38	PERFORMANCE REVIEW.....	23
39	PROGRESSION AND PROMOTION	24
40	HIGHER DUTY ALLOWANCE.....	25
41	REMUNERATION.....	26
42	ANNUAL SALARY REVIEW	28
43	SUPERANNUATION	28

1 SCOPE AND APPLICATION

This Agreement shall apply in respect of all work performed at BHP Billiton Petroleum's Griffin Venture FPSO and Gas Export Facility operations.

1.1 The parties to this agreement are as follows:

- BHP Billiton Petroleum Pty Ltd (ABN 97 006 918 832) (the Company);
- The Australian Workers Union (AWU); and,
- The Maritime Union of Australia (MUA); and,
- The Australian Maritime Officers' Union (AMOU); and,
- The Australian Institute of Marine and Power Engineers (AIMPE);

1.2 This Agreement applies to, and is binding upon

Employees of BHP Billiton Petroleum Pty Ltd's Griffin Venture Operations who are members or eligible to be members of the aforementioned Unions (the employees)

2 OBJECTIVES

This Agreement is designed to maintain and further enhance the working relationship between the Company and employees of the Griffin Venture thereby assisting the long-term viability of the facility.

At Griffin Venture we value our commitment to Health, Safety, Environment and Community responsibility. We believe that all people deserve and are entitled to be treated with dignity, fairness and respect.

2.1 HEALTH & SAFETY

Our goal is to achieve Zero harm to our people, as evidenced by no injuries, engagement of employees in workplace wellbeing initiatives and through taking responsibility for our own and each others' health and safety.

2.2 ENVIRONMENT

Our goal is to achieve Zero Harm to the environment, through our sustainable development, effective waste management/minimisation practices, and maintaining high standards of housekeeping across the facility.

2.3 COMMUNITY

We maintain a profitable organisation that provides opportunities for employment of people and growth for businesses within our extended community, thereby becoming a welcomed neighbour.

We promote youth employment through apprenticeships and traineeships.

2.4 EMPLOYEES

We are all valued employees who are rewarded for our application and contribution to the success of our business. We support and encourage all employees to become involved with individual development opportunities.

2.5 SHAREHOLDERS

We will be world-class leaders in efficient oil and gas production. This production will be at budget per barrel costs or better, thereby providing an excellent and sustainable return for our shareholders.

2.6 CUSTOMERS

Our goal is that our customers receive their product on time, and in line, with quality specification expectations.

3 COMPLETE AGREEMENT

This Agreement will form the complete Agreement covering all terms and conditions of employment that apply to the employees. For these employees, it overrides and replaces in its entirety the Floating Production Facilities Award 2000 and the BHP Petroleum Pty Ltd Hydrocarbons and Gas Award 1999, and all other awards, agreements, that may have otherwise applied to the employment of persons who fall within the incidence and application of this Agreement.

Without limiting the generality of the above, this Agreement expressly excludes all protected award conditions (as defined in Section 354 of the Workplace Relations Act 1996 as amended from time to time), including terms in the above mentioned Awards, and any other award that are about rest breaks, incentive based payments and bonuses, annual leave loadings, state public holidays and days in substitution thereof, monetary allowances, overtime and shift loadings and, penalty rates. The complete terms and conditions that apply to these areas, are, where applicable, contained in this Agreement, and fair and reasonable compensation has been provided through the remuneration and other benefits in this Agreement for the exclusion of these protected award conditions.

4 TERM OF AGREEMENT

This Union Collective Agreement will come into effect on the date of lodgement with the Workplace Authority, and will remain in place until 18 July 2010.

5 DEFINITIONS

Day means 12 midnight to 12 midnight.

Act means the Workplace Relations Act 1996, as amended from time to time.

AIRC: Australian Industrial Relations Commission

Company means BHP Billiton Petroleum Pty Ltd

Facility means MV Griffin Venture

6 NO FURTHER CLAIMS

This Agreement constitutes a full settlement of all claims in respect of the terms and conditions of employment of the employees engaged on or in connection with BHP Billiton Petroleum's Griffin Venture Operations.

7 CERTIFICATION OF FMT MEMBERS

For the life of the Agreement the functions of the Maintenance and Marine Supervisors within the Facilities Management Team (FMT) will be fulfilled by those with certification of Marine Engineer Class 1 and Master Class 1 respectively, and be consistent whether on or off the riser.

An employee, engaged in the classification of Maintenance or Marine Supervisor, may be given the option of entering into a Staff Contract. Any such Staff Contract shall be applied and interpreted in conjunction with this Agreement and together with this Agreement shall constitute their terms and conditions of employment.

The terms and conditions of employment set out in any Staff Contract shall operate so as to set aside the following relevant clauses of this Agreement, and any provisions of the Award that deal with the matters dealt with in the following relevant clauses in this Agreement:

- Utility Days
- Travel
- Remuneration

The employee's salary under the Staff Contract shall not be less than the salary for the classification of Supervisor under this Schedule of the Agreement. The Company shall notify the Union when entering into such an arrangement with an employee.

8 DISPUTE RESOLUTION PROCEDURE

- 8.1** It is agreed that every endeavour will be made to settle amicably a grievance or dispute which may arise during the life of this Agreement by direct co-operative negotiation and as far possible for this to occur at the local level. Should any grievance or dispute arise the following shall apply:
- 8.2** In the first instance, the employee will discuss the matter with their immediate supervisor and if requested may have another employee, who is on duty at/on the facility; present to assist them;
- 8.3** If the matter remains unresolved at this level, either the employee or the supervisor may refer the matter to the Offshore Installation Manager for consideration. The Offshore Installation Manager will discuss the matter with both parties. Again the employee may request to have another employee, who is on duty at/on the facility; present to assist them;
- 8.4** If the matter remains unresolved, the employee concerned or their union/nominated-representative may refer the matter to the Australian

Production Unit Operations Manager who will facilitate discussions seeking a resolution to the matter.

- 8.5** From stage 8.4 above, the employee can choose to be represented by any nominated person or organisation. The Company will thereafter include the employee nominated person[s] or organisation in the discussions seeking a resolution to the matter.
- 8.6** While the above procedure is being followed the status quo shall remain and employees will continue to perform their normal duties without prejudicing the rights of either party ;.
- 8.7** If the matter remains unresolved, either the employee or the Company may refer the matter to the Australian Industrial Relations Commission. The Australian Industrial Relations Commission will have the power to interpret and determine any dispute that arises during the life of this agreement. This includes the exercising procedural powers in relations to hearings, compulsory attendance, witnesses, evidence and submissions which are necessary to make any determinations effective. Such determinations are agreed as final and binding on the parties.

9 CONTRACT OF EMPLOYMENT

An employee shall perform such duties as BHP Billiton Petroleum may require in the manner and at the time or times required, provided that such requirement is reasonable, lawful and within the employees level of competence, skill and training.

Employees may be required from time to time to transfer onshore at the direction of the Company for a short term or temporary assignment. Transfers will be discussed with the employee concerned and with the Offshore Installation Manager. Offshore earnings will be maintained for the duration of the assignment.

10 EMPLOYMENT RELATIONSHIP

Employees may be employed in one of the following ways:

- a) For an indefinite duration = permanent employment
- b) For a fixed duration/task = fixed term employment
- c) For a short term duration = casual employment

10.1 PERMANENT EMPLOYMENT

The contract of employment has no specified end date. Employment is ongoing. Where employment is terminated on account of a position becoming redundant, then BHP Billiton Petroleum redundancy provisions will apply.

10.2 FIXED TERM/TASK EMPLOYMENT

The contract of employment is for a specified period or for a specified task and contains notice provisions. Fixed term/fixed task employment will be utilised when there is a requirement for:

- a) Additional labour to the normal establishment of the facility; or,

- b) To cover a planned or unplanned absence.

10.3 CASUAL EMPLOYMENT

An employee is engaged as a casual to cover a temporary absence or to supplement the existing crew on a short-term or intermittent basis.

11 PROBATIONARY PERIOD

A probationary period shall apply to employees other than those engaged as a casual employee. The probationary period shall be 12 weeks of “on duty time” on the facility.

The probationary period forms part of continuous service.

12 TERMINATION OF EMPLOYMENT

12.1 PERMANENT AND FIXED TERM EMPLOYMENT

Employment may be terminated by the giving of one month’s notice on either side, at any time, or by the payment or forfeiture of one month’s notice as the case may be. For employees over 45 years with more than two years continuous service the employer-initiated notice period will be increased by one week.

12.2 CASUAL

Employment may be terminated by the giving of one week’s notice on either side at any time, or by the payment or forfeiture of one week’s notice as the case may be. For employees over 45 years with more than two years continuous service the employer-initiated notice period will be increased by one week.

12.3 SUMMARY DISMISSAL

If an employee is guilty of serious misconduct or refuses to obey a lawful order, employment may be terminated without notice. Remuneration will only be payable to the time of the summary dismissal.

13 CASUAL EMPLOYMENT – Day Rates for Casuals

Employees engaged as a casual may be engaged in the following circumstances:

- a) to cover a temporary or unplanned absence;
- b) to supplement the normal establishment;
- c) to cover a planned absence.

The minimum is 93% of the Market Reference Point (MRP) for the relevant classification with the actual daily rate of pay to be confirmed in writing prior to commencement of work.

A casual loading of 262% is payable in addition to normal earnings, and is applied on the total remuneration paid, i.e. base salary and field operations allowance. The casual loading of 262% applies to the day rate (total salary divided by 365 days). This loading is applied only to days worked on the GV. There is no additional compensation for “off duty” days.

This loading compensates for any work on the last day of duty, for travel time, and for all entitlements for leave, (sick, annual or long service), and public holiday penalties.

The Company bonus scheme shall not apply.

14 WORKERS COMPENSATION

14.1 SEACARE COVERAGE

Subject to 14.2 and 14.3, below, the parties expressly agree that regardless of any issue about the application of the Seafarers Rehabilitation and Compensation Act, 1992 (SR&C Act), the employer will continue to provide equivalent benefits to employees as if that Act had full effect.

The provisions of the Seafarers Rehabilitation and Compensation Act 1992 and Regulations (Seacare) shall be applied as though they formed part of this Agreement to employees who are members or eligible to be members of:

- Australian Institute of Marine and Power Engineers; or
- Australian Maritime Officers Union; or
- Maritime Union of Australia.

14.2 WORKERS COMPENSATION COVERAGE

The provisions of the Western Australian Workers Compensation and Injury Management Act 1981 and Regulations (the WA Act) shall apply as required by law and any payment as above, shall, subject to 14.3, be made up of the amount required by the WA Act plus a top up to the level of the Seacare entitlement.

For employees who are receiving weekly payments pursuant to the WA Act, these employees shall be entitled to additional payments equivalent to the difference between the weekly benefit payable under the Act and 75% of their salary at the time of the incident that gave rise to the weekly payments under the Act. Where a payment under the WA Act is more than would have been payable under Seacare, then the difference shall be offset against any voluntary "Seacare top up" that may become payable to that employee in the future.

The additional payments, outlined above, shall continue subject to the employee's ongoing compliance with the provisions of the WA Act and the rehabilitation provisions of Seacare until:

- the employee resumes normal duties; or
- the employee receives a lump sum payment under the provisions of the WA Act;
- the Seacare payments would ordinarily terminate;
- whichever occurs first.

If the additional payments are still being made at the expiration of a period of 5 years from the date of the incident that gave rise to the weekly payment under the WA Act then:

- if the employee is *not* an employee as described in 14.1 then the payments will cease; or

- if the employee *is* an employee as described in 14.1 then the payments will continue as they would if Seacare applied.

Termination of an employee's contract of employment shall not affect the liability of the Company to pay these additional payments.

14.3 Common Law

In the event that any employee exercises a valid right to claim common law damages under the WA Act, then such employee shall not be entitled to the additional payments under this clause 14 and any such sums already paid shall be returnable to the company or, if common law damages are awarded, shall be deemed an advance payment in part satisfaction of such damages.

15 LOSS OF PERSONAL EFFECTS

If under such conditions an employee sustains damage or loss to his/her equipment or personal effects, the Company shall reimburse the employee for such loss, but the amount of such reimbursement shall not exceed the sum of \$2,000.

16 DAMAGE TO PERSONAL GOODS OR SPECTACLES

Reimbursement to the extent of the damage sustained shall be made by the employer where in the course of the work an employee's clothing or spectacles are damaged or destroyed. This shall not apply when an employee is entitled to worker's compensation in respect of the damage.

17 TRAINEES

(a) The parties are agreed in principle that the company will fund the training of new-entrant Deck Cadets [when the training of one is complete another will immediately commence], Trainee Engineers [2 to start during the life of this agreement], and Trainee IRs [2 to start during the life of this agreement].

- Trainee Engineers will be Engineering Tradespersons (as defined in Marine Orders Part 3), will undertake approved training to obtain the Engineer Watch keeper Certificate of Competency
- Deck Cadets and Trainee Integrated Ratings will undertake agreed training pursuant to Marine Orders Part 3; and

(b) Subject to satisfactory performance, any such Trainee or Cadet shall be entitled to the following

- payment of all reasonable college fees/costs, all reasonable travel to attend the college, and provision of reasonable meals & accommodation; and
- payment at the rate set out in the table below; "at sea" 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 at sea or on leave	\$ per week at college
Trainee Engineer [Trade entrant]	\$1,068	\$801
Deck Cadet- 1st and 2nd years	\$540	\$540

Deck Cadet – 3rd year	\$626	\$626
Trainee IR	\$666	\$666

- Equivalent paid leave in respect of the period of training at sea; and
 - during attendance (including exam/study periods) at college to complete the Engineer or Deck Watchkeeper Certificate, and pre-sea training, Advanced Fire fighting, Survival, First Aid and other required short courses, payment at 75% of the at-sea/on-leave rate, as set out in the final column above; and
 - payment of all short course fees/costs, all reasonable travel to attend the short courses, and provision of reasonable meals & accommodation; and
 - The rates of pay above will be varied on 1 September each year by the same percentage as the MRP increase applying to salary scales in this agreement.
- (iii) The company is under no obligation to offer ongoing employment to the Trainee / Cadet once having attained his/her Watchkeeper Certificate of Competency, Integrated Rating Certificate or Production competencies, but if the company does so and the offer is accepted the period as Trainee / Cadet counts as service with the company under this agreement.

18 SHARED CABIN ALLOWANCE

18.1 Shared Cabins

The employer shall accommodate and keep the employee upon the facility at the employer's cost.

Employees who are a member of the core manning shall be provided with a single-berth cabin with en-suite bathroom.

Non-core manning employees may be required to share accommodation.

Where a core manning employee is required to share accommodation, he/she shall be entitled to the following;

An allowance of \$32.90 per day on each day a person shares a cabin with one other person.

An allowance of \$42.90 per day on each day a person shares a cabin with two other persons.

An allowance of \$52.90 per day on each day a person shares a cabin with three other persons.

18.2 Catering Department

Griffin Venture Catering Manning whilst on/off riser will be one chief steward, one chief cook, one steward and one second cook.

Total Caterers 4

Extra Caterers

When POB is 45, one marine cook/steward will be brought on board such that he/she will become the 46th member of POB.

Total Caterers 5

When POB is 55, one marine cook/steward will be brought on board such that he/she will become the 56th member of POB.

Total Caterers 6

When POB is 65, one marine cook/steward will be brought on board such that he/she will become the 66th member of POB.

Total Caterers 7

Additional caterers will only be brought on board if POB mentioned above are anticipated to be exceeded for a period of 3 days or more.

19 EXPENSE REIMBURSEMENT

19.1 LEGAL COSTS

To the extent permissible by law, the Company will reimburse reasonable legal costs incurred by an employee in defending any proceedings brought against the employee, by third parties, arising from carrying out the instructions given by the Company to the employee in the course of the employee's employment. The Company will also reimburse any civil liability resulting from such proceedings. Such reimbursement will not occur where the proceedings have arisen from the wilful default or wilful misconduct of the employee.

19.2 OTHER COSTS

On the production of receipts, the Company will reimburse an employee for any reasonable expenses arising in connection with the employee's employment with the company, including

- the cost of any medical examinations and any associated vaccinations, eyesight or hearing test,
- or passport, Visas,
- Maritime Industry Security Card,
- Helicopter Underwater Escape Training (HUET),
- Cost for revalidation and any courses required for maintaining the validity of certificates of competency (including endorsements), or required to be performed at the Company's request or to meet statutory requirements.

With the exception of time attending all Certificate/Endorsement revalidation, time associated with attending to these other statutory matters has been built into the salary of each classification specified in this Agreement.

20 OCCUPATIONAL HEALTH AND SAFETY

20.1 PREAMBLE

The operation of the offshore facilities is covered by an approved Safety Case as required under the Petroleum (Submerged Lands) Act (PSLA) regulations. The Company is committed to meeting all its obligations under the regulations. It is recognised the environment can be hazardous and employees are required to be vigilant in carrying out their duties and responsibilities. All employees are required to observe BHP Billiton Petroleum Health, Safety and Environment policies as amended from time to time.

One of the core operating values of the Company is that no job is worth doing unless it can be done safely with each employee accountable for the safety of themselves and contributing to the safety of other team members.

20.2 PERSONAL PROTECTIVE CLOTHING

It is a condition of employment that all employees comply with the relevant Regulations, Acts and other codes of practice as well as BHP Billiton Petroleum's Occupational Health and Safety policy/s as amended from time to time. This includes the requirement to wear suitable personal protective clothing whilst in areas requiring such equipment to be worn. The Company will supply, and employees will wear, the appropriate clothing and footwear at all times.

20.3 HELICOPTER UNDERWATER ESCAPE TRAINING (HUET)

As part of the Safety Case and PSLA requirements, all employees are required to undergo and pass HUET. Under exceptional circumstances the Offshore Installation Manager may grant an exemption at their discretion. These HUET certificates are required to be revalidated on a regular basis. Attendance at a HUET course will require a pre-HUET medical examination with an agreed medical practitioner.

20.4 DRUGS AND ALCOHOL

The possession or use of prohibited or illegal drugs, unless medically prescribed by a doctor, is strictly prohibited on board the facility, or when travelling on Company business.

The use of drugs prescribed by a doctor or the use of non-prescription drugs, which may affect an employee's ability to perform their duties, must be declared to the Marine Supervisor upon arrival at the facility.

No alcoholic beverages are allowed to be taken to the facility.

If an employee is found to be under the influence of alcohol or unlawful drugs while on duty or whilst travelling on Company business, the BHP Billiton Petroleum discipline procedure will be applied. Depending upon the circumstances, the employee may be dismissed.

20.5 COUNSELLING

BHP Billiton Petroleum will provide to all employees' independent confidential counselling services in relation to any stress, addiction, or problem including home or workplace relationships that may, if untreated, affect performance.

21 MEDICALS

21.1 GENERAL

The Company owes a Duty of Care to employees for safe systems of work and safe working conditions on the facility.

Employees owe a Duty of Care to the Company to present themselves fit for work and to work in accordance with safe work procedures.

21.2 AMSA MEDICAL

All employees will undertake an AMSA Medical at least every two (2) years.

21.3 OTHER MEDICALS

21.3.1 Separate from the AMSA Medical, an employee may undertake a general lifestyle assessment, including education if necessary, to enable employees to take preventative action for any identified potential future health risks.

General lifestyle assessments are optional for the employee.

21.3.2 At any time within the two (2) year period, should there be reasonable and sufficient grounds, an employee may be required by the Company to undergo a medical examination with the company doctor or a doctor of the employee's choosing for the purposes of determining their current ability to perform their duties safely.

21.4 CONFIDENTIALITY

The Company receives no specific results or personal information from these medicals assessments.

Medical records are covered by the Privacy Act and a medical provider is required to manage patient records in accordance with that Act.

The specifics of these medical assessments must be kept confidential between the employee and their health/medical practitioner unless written consent is given by the employee to use it for other purposes.

Any further information collected is required to be stored in accordance with the guidelines of the Privacy Act.

22 MEDICAL FAILURE TO REVALIDATE CERTIFICATE OF COMPETENCY

An employee who is unable to carry out their normal duties because they have been refused revalidation of their certificate of competency by the appropriate authority due to a failure on medical grounds or are deemed medically unfit for duty, and who:

- a) Is found by further independent medical examination to be permanently unable to carry out their required duties and/or to revalidate a certificate of competency; or
- b) Is found by further independent medical examination to comply with the said medical requirements and / or to be capable of carrying out the required duties but is still unable to satisfy the appropriate authority or revalidate his / her certificate;

will be entitled to notice of termination in the manner and on the conditions following.

22.1 NOTICE

Employees who fail to revalidate their certificate on the basis of medical grounds shall be entitled to receive notice of termination in accordance with the following table:-

<u>Age</u>	<u>Notice of Termination</u>
Under 30	24 months
30 but less than 35	21 months
35 but less than 40	18 months
40 but less than 45	15 months
45 but less than 50	12 months
50 but less than 55	9 months
55 but less than 60	6 months

The above notice period may be given or a payment made in lieu at time of termination.

22.2 OTHER BENEFITS

Where an employee suffers an illness or injury entitling them to any compensation damages or other benefits from the Company and/or any other third party, (from legislation, common law, contract, deed or arrangement but not including superannuation or pension), and such benefits include a component referable to loss of earnings, then the value of that component shall be deducted from the amount payable to the employee.

22.3 EXCLUSIONS

An employee will not be entitled to the above where:-

- They die.
- They fail to comply with the prescribed medical requirement arising from:-
 - Self inflicted or self induced illness or injury; or,
 - All illness or injury suffered whilst they are voluntarily involved in or in connection with any activity for financial reward or gain or which unnecessarily subjects them to risk of injury and which activity is substantially unrelated to their employment ; or,
 - They are offered reasonably suitable alternative employment provided however that notwithstanding that such employment has been offered and that it has been accepted by the employee if, within a period of twelve months from the date of acceptance of the employment, the employee decides, after discussion with his/her employer, that the

alternative employment offered is not reasonably suitable, the matter of entitlement to compensation under this Scheme shall be referred to the Dispute Resolution Procedure for resolution.

22.4 DISPUTES

Any disputes surrounding the application of this provision will be handled through the Dispute Resolution Procedure.

23 HOURS OF WORK

The hours of work will normally be 12 hours per day inclusive of scheduled breaks.

However, on occasions an employee may be required to work in excess of these hours where there is an emergency or other exceptional circumstance.

Where excess hours have been worked, an employee will be provided with sufficient rest prior to recommencement of work to ensure no adverse effect upon their Health and Safety. The rest break duration will be determined having regard for the nature of the work that was undertaken, as well as the nature of the work expected to be undertaken on their next normal shift.

24 ROSTERS AND DUTY PERIODS

The Griffin Venture roster cycles incorporate all leave entitlements including annual leave, long service leave, public holidays, overcycle leave and time spent travelling joining/leaving the facility in off duty time.

It is a variation on the Norwegian Roster having a pattern averaging two (2) weeks of work and three (3) weeks off roster for every five (5) calendar weeks.

Currently the facility operates a:

- PRODUCTION: ten (10) week roster system with an on-duty period of four (4) weeks during the 10 week cycle and;
- OTHER: a fifteen (15) week roster with an on-duty period of six (6) weeks during the 15 week cycle.

Changes to an individual employees roster attendance can be instigated by mutual agreement with the respective "back to back" employee. Any such intended change requires prior discussion and agreement with the appropriate Supervisor/s.

The on duty period commences the day the employee joins the facility. The off duty period commences the day the employee leaves the facility.

25 WORK CYCLES

The standard roster is a notional two (2) weeks offshore work for each five (5) calendar weeks. As an average this equates to one hundred and forty six (146) on duty days per annum.

Working above the scheduled "on duty days" will attract additional payment as outlined below.

To calculate the value of any additional payment a "Day Rate" is 1/365th of an employee's total annual salary. Subject to clause 18, any additional time worked is on a voluntary basis.

In acknowledgement that the swing off day is an off duty day and an employee may be required to work for part of the day, an additional payment of one day's pay per swing has been included in the annual salary.

In the event that an employee has to work more than 6 hours on their swing off day, it will be treated as an over-cycle day.

25.1 TRAINING DAYS

The employee's annual salary includes payment for four (4) compulsory Training days per annum.

The Training Days will be scheduled by the Company, and this schedule discussed with the employee at least 6 weeks in advance, or as agreed.

An employee who does not complete the four (4) scheduled Training Days each year by the anniversary date of this Agreement, will have debited from their next available pay, one (1) times the Day Rate for each uncompleted scheduled Training Day.

If the Training Days were not scheduled by the Company then no deduction will be made.

Training above the compulsory four (4) Training Days will be paid at the rate of an additional one (1) times the Day Rate per day.

Travelling for training will be paid as Training Days, unless contiguous with joining/leaving the facility,.

Training days will only be deducted as full days, not part days.

25.2 OFFICE DAYS

An "office day" is defined as:-

- a day worked in the office, and,
- is on an off duty day, and,
- is voluntary, and,
- is for eight (8) hours duration, and,
- will nominally be from 08:00 until 16:00.

An office day will be paid at the rate of an additional two (2) times the Day Rate for each "Office Day" worked.

Reasonable commuting time is compensated for within the Day Rate and is not part of the 8 hour office day.

Office days will only be deducted as full days, not part days.

25.3 OVERCYCLE DAYS

An "Overcycle Day" occurs when:-

- an employee remains at work on the facility beyond their scheduled on duty period, or,
- is recalled to the facility to work during their off duty period.

An overcycle day will be paid at the rate of an additional two and one half (2 ½) times the Day Rate per day for up to and including five (5) overcycle days worked.

If more than five (5) overcycle days are worked and the Company has had seven (7) or more days notice of this requirement, the overcycle day rate will be an additional three and one half (3 ½) times the Day Rate per day above five (5).

If more than five (5) overcycle days are worked and the Company has been given less than seven (7) days notice of an absence, the overcycle day rate will be two and one half (2 ½) the Day Rate per day above five (5).

Where an employee is recalled to the facility to work during their off duty period, that is not contiguous with their scheduled duty period, they will be paid from their home to the facility and return to their home as overcycle in accordance with the above provisions.

26 ANNUAL LEAVE

The full Annual Leave entitlement has been rolled up into the creation of the standard work roster for each employee, with the effect of reducing the average weekly working hours over the year. Therefore all annual leave is taken during the roster, and no separate identifiable entitlement to a period of annual leave is otherwise available for personal application.

Where an employee transfers to Griffin Venture Operations from another BHP Billiton operation any existing Annual Leave accruals/entitlement may be:

- a) Frozen to take/liquidate upon termination based upon the rates applicable at termination; or,
- b) Liquidated to cash at commencement; or,
- c) Sacrificed into superannuation.

27 LONG SERVICE LEAVE

Six (6) days per annum have been incorporated into the Griffin Venture Roster cycle, which replaces all entitlement / accruals to Long Service Leave.

Where an employee transfers to Griffin Venture Operations from another BHP Billiton operation any existing Long Service Leave accruals/entitlement may be:

- a) Frozen to take/liquidate upon termination based upon the rates applicable at termination; or,
- b) Liquidated to cash at commencement; or ,
- c) Sacrificed into superannuation.

28 PERSONAL LEAVE

28.1 Paid sick leave may be taken by an employee because of a personal illness, or injury, of the employee for a minimum of 10 days per annum. Employees in the first year of employment will have available up to three (3) months leave for each illness or injury.

28.2 Paid or unpaid carer's leave may be taken by an employee to provide care or support to a member of the employee's immediate family or household who requires care or support because of:

- a personal illness, or injury, of the family or household member; or
- an unexpected emergency affecting the family or household member.

"Immediate family" means:

- a spouse, former spouse, de facto spouse, child, parent, grandparent, grandchild or sibling of the employee;
- a, child, parent, grandparent, grandchild or sibling of a spouse, former spouse, de facto spouse of the employee.

The respective Supervisor and OIM will manage each application for leave, appropriate to individual circumstances and having regard for the nature of the illness or injury and medical advice. Where there is a likelihood of an extended absence due to illness or injury, the matter may be discussed with the employee to agree on a course of action. The employee may nominate a representative to assist them in this process.

29 COMPASSIONATE LEAVE

Paid Compassionate Leave of two (2) days duration at home shall be available to employees on each occasion in connection with the serious illness/injury or death of a member of the employee's immediate family (including biological/adopted/step/foster-relative, spouse or defacto spouse) or household, in accordance with BHP Billiton Petroleum policy.

In recognition of the potential travel required, the two days leave entitlement is classed as being time "at home".

At the discretion of the Offshore Installation Manager, the granting of additional periods of Leave may be available due to the circumstances of each case. These additional periods may be paid or unpaid.

30 PARENTAL LEAVE

Parental Leave shall be available to employees in accordance with BHP Billiton Petroleum policy which, at the time of this Agreement, provides for the following:

- a) Maternity Leave [or Paternity Leave if the father is the primary care-giver consistent with the Workplace Relations Act 1996 as amended] for a period of six (6) to fifty-two (52) weeks with a six (6) week period of leave to be taken immediately in connection with the child's birth;
- b) Paternity Leave for a period of up to one (1) week at the time of the child's birth;
- c) Up to six (6) weeks paid Maternity leave after the birth of the child.
- d) Up to one (1) week paid Parental leave around the time of the birth.
- e) Up to six (6) weeks paid Adoption leave for the primary care giver and one (1) week paid Adoption leave if other than the primary care giver around the time of the child's arrival.

For the purpose of defining payment for approved paid leave periods, "base pay" is defined as Base Salary plus Field Operations Allowance.

31 STUDY LEAVE

31.1 ELIGIBILITY

Eligible employees are:-

- a) An employee Deck Officer who goes ashore to study and sit for an approved course of study qualifying such employee as a First Mate (Chief Deck Officer) or Master of a ship, or,
- b) An employee Marine Engineer, Engineering Officer or Electrical Engineer Officer (Electrician), who goes ashore to study and sit for an approved course of study of Marine Engineering, or,
- c) An employee Integrated Rating, who goes ashore to study and sit for an approved course of study to qualify such an employee as a Deck Officer or Marine Engineer, or,
- d) Any other employee who goes ashore for self development study and where such course of study provides knowledge or skills that are desirable or necessary for the employee's current or agreed future position(s) in the Company.

Generally an approved course of study is a Certificate of Competency, including an Endorsement, as prescribed by the Navigation Act or regulations made there under, conducted by the Australian Maritime College or an approved technical institution or academy.

31.2 CONDITIONS FOR ACCESSING ENTITLEMENT

The entitlements prescribed below will only be payable by the Company if the following conditions are met:

- a) an application in writing has been made by the employee and has been approved in writing by the Company; the Company will not unreasonably withhold approval; and,
- b) the employee has been in the employment of the Company for the twelve months prior to commencing the period of study; and,
- d) if the Company so desires, the employee will enter into a written undertaking that the employee will remain in its employment for a period of at least twelve months after sitting for the certificate in question. This

arrangement will not prevent the Company from terminating the employment of an employee, however an employee may only terminate their employment during this twelve month period with the Company's consent; and,

- e) the entitlement will be confined to the first attempt to obtain the certificate in question; and
- f) the employee provides the Company with reasonable proof of satisfactory attendance at the course of study and examination.

31.3 ENTITLEMENT

An employee will be paid at 100% of their annual total salary for the duration of the approved study leave.

When on approved study leave, the employee will be off the roster.

The employee will be provided with reasonable meals and accommodation if necessary to live away from home to attend the approved study leave:

- a) If the employee is not living in their home port
- b) Which is only payable for the duration of the approved study leave.

32 JURY DUTY LEAVE

If you are called for jury duty, BHP Billiton will permit you to take the necessary time off work. BHP Billiton will not normally support any employee to gain exemption from attending jury service for work reasons.

You must notify your manager within two business days after you receive the jury summons.

Employees who are called for jury duty but are not empanelled or are dismissed from duty must notify their employer and be available to return to their scheduled on duty period.

Permanent full-time employees who are called for jury duty will be granted paid leave.

33 REDUNDANCY PROVISIONS

Redundancy shall be available to permanent employees in accordance with BHP Billiton Petroleum policy which, at the time of this Agreement, provides for the following:

- a) A minimum notice period of four (4) weeks – this notice period will be increased by one (1) week if the employee is over the age of 45 years and has completed at least two (2) years of continuous service;
- b) Fourteen (14) weeks of total annual salary;
- c) Two and a half (2.5) weeks of total annual salary for each year of service or part thereof;

34 PAY PERIOD

Electronic fund transfer will deposit salaries into account(s) of the employee's choice. The payment frequency is fortnightly.

- a) A pay notice showing the full details of gross pay, deductions, net pay and leave accrued and taken shall be included with each payment of wages

35 SALARY SACRIFICING

Salary packaging shall be available to employees in accordance with BHP Billiton Petroleum policy and as provided by legislation.

Salary packaging options available through the policy shall be reviewed by the Company during the life of this Agreement. Additional options must be administratively simple, compliant with relevant taxation law and not result in any additional costs being borne by the Company.

36 TRAVEL

Transport costs between the employee's place of residence and the facility will be paid by the Company, This includes repatriation upon termination of employment.

Should there be a requirement to attend a training course or an Office Day, all travel and accommodation (where applicable) will be met by the Company.

- a) If in the course of mobilising for duty an employee becomes stranded and, through no fault of his or her own, is unable to attend the facility, the employer will make arrangements for the employee to be appropriately accommodated or transported to their home port until such time as it is practicable for them to mobilise for their on duty schedule.
- b) Where an employee has to wait for four hours or more for a connecting flight whilst travelling between a facility and his/her home port the employer agrees to provide hotel accommodation where available on the basis of one per room.
- c) The employer shall keep and accommodate the employee upon the facility at the employer's cost, or reimburse the employee for expenses incurred on the facility.
- d) If an employee is directed by the employer to provide his/her own meals or meal he/she shall be reimbursed upon production of receipts or except where meals are provided by the employer, or if requested to live ashore (for example, working at the Griffin Export Facility) it shall be reasonable accommodation arranged by and at the employer's expense.

36.1 CONDITIONS

An employee shall be reimbursed for one taxi fare or hire car costs to the airport from their home and vice versa for the purposes of travelling to or from the facility. All expense claims must be accompanied with receipts. The most cost-effective option will apply and will be reimbursed.

Employees are strongly urged not to drive their own personal car or be driven by a friend or family member either from their home to the airport or from the airport home due to the fact that they may not be covered by workers compensation insurance.

Mileage will be reimbursed at full ATO rates.

Should an employee seek to move residence that impacts upon the current cost associated with travel reimbursement (as from the date of this Agreement), they will need to consult the Company having regard to travel arrangements.

Where the company agrees to the change of residence for travel purposes, any additional travel costs (which have resulted from further travel), will be met by the Company.

37 DRY DOCK

Where a vessel is in "dry dock" and the vessel maintains its own fire-alarm fire-fighting and emergency-teams in-place, employees may be accommodated on board the vessel so long as all on-board 'hotel-services' (including Galley/air-conditioning/toilets etc) are maintained and neither fumes/painting/noise are (in the general opinion of the majority of employees) unpleasant or disturbing.

Where employees cannot be accommodated on board the vessel, they will be provided with reasonable hotel accommodation ashore on a bed & breakfast & Laundry/ironing/dry-cleaning basis with a daily allowance at least sufficient to cover other meals and incidentals.

- a) At least one month prior to any Docking or Lay-up the Company will advise all affected employees, setting out the date and location of the docking/lay-up, the scope of work the manner of utilising ship-staff and ensuring their safety on the job and the intentions regarding accommodation onboard or ashore;
- b) If required, the Company will arrange a meeting with employees, and, if requested by employees, their nominated representatives, to clarify and resolve any outstanding issues.
- c) Where any safety-issue arises during the docking/lay-up it will be dealt with in the first instance by the appropriate Supervisor or other Company representatives on-board.
- d) As per the Company policy, any employee has the right to stop work if they believe that it is unsafe to continue.
- e) For the purposes of managing BHP Billiton Petroleum employees, BHP Billiton HSE policies will apply.

38 PERFORMANCE REVIEW

All employees will participate annually in an individual Performance Enhancement Process. The Performance Enhancement Process is an objective process, which entails a conversation covering:

- a) The performance of the employee against pre-determined activities and criteria over the past 12 months;

- b) The development and training needs for the next 12 months based on the employee's performance, the business needs and personal needs; and
- c) The career aspirations of the employee.

The purpose of the review is to provide a forum for a structured conversation, which ensures past performance feedback is provided to assist the employee to reach their full potential in the current role, to identify training needs and to apply the results to a performance matrix. It will not be used as a tool to take disciplinary action, more as a means to identify any performance shortfalls as well as a means to reward good performance.

39 PROGRESSION AND PROMOTION

39.1 PROGRESSION

Progression within the salary Band is based upon the employee achieving the mandatory requirements of the position, their application of competencies / skills held, as well as achieving satisfactory performance reviews.

The mandatory requirements for progression are set out below:

Classification	Qualification	CBTA	Other
Progression of Band 3 Level 1 to Band 3 Level 2	Master or Chief Mates Certificate ; Or Engineering Class II of Class I Certificate; Or Instrumentation Qualification for Marine Electrician, Electrical qualification in addition to Instrumentation qualifications Or Certificate 4 in Production Operations or equivalent work experience	Safety Critical CBTA modules Discipline Specific CBTA modules	Satisfactory performance reviews. Application of current skills and knowledge.

Progression of Band 1 Level 1 to Band 1 Level 2

- Attaining relevant Integrated Operator/Caterer competencies and performing understudy duties to the Chief Integrated Operator/Chief Caterer.
- Demonstrated competence to perform work unsupervised.
- Complete all competencies within the relevant competency profile document.
- Demonstrated competence to supervise contractors under the permit to work system.

- Demonstrated proficiency in building and closing out jobs in the maintenance management system.
- Active in review of MS-DOCS system regarding relevant job functions.
- Available to assist in Gas Export Facility functions as required.

39.2 PROMOTION

Promotion between classifications is based upon meeting the minimum mandatory requirements of the higher position, as well as holding the requisite qualifications for the role. The Supervisor will recommend any promotion and the recommendation will take into account:

- experience on the facility;
- application of competency;
- satisfactory performance reviews;
- successful completion of CBTA modules;
- pre-requisite qualifications;
- self development initiatives/additional qualifications

As a guide, the following is provided:

Classification	Qualification	CBTA	Other
Promotion of Band 3 Level 2 to Supervisor	Master Class 1 Certificate ; Or Engineering Class 1 Certificate with appropriate endorsements; Or Instrument and Electrical qualifications with industry standard endorsements Or Certificate 4 in Production Operations or equivalent work experience	Safety Critical CBTA modules Discipline Specific CBTA modules	Application of current skills. Above average performance reviews. Demonstration of self-development

Promotion of Band 1 to Band 2

- certification or AMSA endorsement;
- experience on the facilities;
- satisfactory performance reviews;
- successful completion of CBTA modules;
- self development initiatives/additional qualifications.

Where an employee is promoted they may be placed between the minimum (93% of MRP) and the market reference point of the new Band. The new salary will be set having regard for the above factors particularly the level of qualification and application on the job.

40 HIGHER DUTY ALLOWANCE

Any higher duty assignment will require the approval of the Offshore Installation Manager.

Where a Specialist employee (Band 3 Level 2) is required to undertake a higher duty assignment by acting as a Supervisor, a flat daily amount will be paid in addition to the employee's normal rate of pay.

This daily allowance shall apply from the first day of the assignment and will apply to the actual days-spent working in the higher position. It will not apply to leave accrued during the higher duty period.

The daily amount for Band 3 Level 2 to Supervisor is \$ 210.00 per day.

Similarly where a Support employee (Band 1) is required to undertake a higher duty assignment by acting as a Chief Caterer/Chief Cook (Band 2), a flat daily amount will be paid in addition to the employee's normal rate of pay.

The daily amount for Band 1 to Band 2 is \$ 130.00 per day.

41 REMUNERATION

Annual Salary

The annual salary is made up two components comprising the Base Salary and the Field Operations Allowance (FOA).

Each employee has an individual salary.

The FOA is a percentage of the employee's base rate of pay calculated in accordance with the following table:

Classification	Band Name – Role Title - Description	% of Base
Band 1 [level 1 & 2]	Support – Integrated Operators, Caterer, Marine Cook. Key facility support roles with core facility support skills.	60%
Band 2	Chief– Caterer and Chief Cook lead role, Chief Integrated Operator.	60%
Band 3 [level 1]	Technician – Marine, Maintenance, Production. Industry experienced Production or Support functions.	60%
[level 2]	Specialist - Marine, Maintenance, Production. Skilled application of functional competencies.	50%
Band 4	Supervisor	45%

Salary Range

Classification		93% of MRP	MRP	Maximum
Caterer	Base	\$70,325	\$75,619	\$90,743
	FOA	\$42,195	\$45,371	\$54,446
	Total	\$112,521	\$120,990	\$145,188
Chief Caterer	Base	\$74,254	\$79,843	\$95,811
	FOA	\$44,552	\$47,906	\$57,487
	Total	\$118,806	\$127,748	\$153,298

Integrated Operator	Base	\$70,325	\$75,619	\$90,743
	FOA	\$42,195	\$45,371	\$54,446
	Total	\$112,521	\$120,990	\$145,188
Chief Integrated Operator	Base	\$74,254	\$79,843	\$95,811
	FOA	\$44,552	\$47,906	\$57,487
	Total	\$118,806	\$127,748	\$153,298
Marine Technician	Base	\$82,363	\$88,563	\$106,275
	FOA	\$49,418	\$53,138	\$63,765
	Total	\$131,781	\$141,700	\$170,040
Marine Specialist	Base	\$97,450	\$104,785	\$125,742
	FOA	\$48,725	\$52,393	\$62,871
	Total	\$146,176	\$157,178	\$188,614
Maintenance Technician	Base	\$82,363	\$88,563	\$106,275
	FOA	\$49,418	\$53,138	\$63,765
	Total	\$131,781	\$141,700	\$170,040
Maintenance Specialist	Base	\$97,450	\$104,785	\$125,742
	FOA	\$48,725	\$52,393	\$62,871
	Total	\$146,176	\$157,178	\$188,614
Production Technician	Base	\$82,363	\$88,563	\$106,275
	FOA	\$49,418	\$53,138	\$63,765
	Total	\$131,781	\$141,700	\$170,040
Production Specialist	Base	\$97,450	\$104,785	\$125,742
	FOA	\$48,725	\$52,393	\$62,871
	Total	\$146,176	\$157,178	\$188,614
Materials & Logistics Coordinator	Base	\$80,050	\$86,075	\$103,290
	FOA	\$48,030	\$51,645	\$61,974
	Total	\$128,080	\$137,720	\$165,264
Supervisor	Base	116,250	125,000	N/A
	FOA	52,312	56,250	N/A
	Total	168,562	181,250	N/A

The annual salary set out above is all-inclusive and comprehends all conditions under which work is performed. It also includes compensation for the following:

- a) living and working in an offshore environment;
- b) any hours worked in excess of those contained in Hours of Work clause
- c) employees funding their own health insurance arrangement;
- d) compensation for travel time from facility to residence and return;
- e) additional work performed on the crew change day or discharge day;
- f) an additional payment of one day's pay per swing for the swing-off day
- g) attendance, assessment and completion of MSIC, regular medicals, passport and vaccinations, AMSA certificate, and HUET;
- h) annual leave and long service leave.

New employees will be positioned between the minimum and the market reference point of the Band depending upon experience, qualifications, previous offshore experience and competence. The minimum of the salary range is 93% of the Market Reference Point for any particular Band.

At any time when the Market Reference Point ["MRP"] is increased, this MRP movement will apply in full to all employees.

The Market Reference Point for each salary Band is reviewed on an annual basis. Movement through the salary range is dependent upon performance and application of developed competencies in accordance with clause 38.

42 ANNUAL SALARY REVIEW

An annual salary review will take place and any increases arising from the review will be implemented on the first pay period after the review date. The annual salary review is effective 1 September each year.

The parties to this agreement will meet on an annual basis. The purpose of the annual meeting is to share information on the topics listed below and to advise the apportionment of any salary increase available.

Topics include:

- a) BHP Billiton Pty Ltd's performance in terms of revenue, production, operating expense as well as exploration and capital expenditure;
- b) The direction of the industry and competitors;
- c) The labour market, salary forecasts and the economy;
- d) Turnover, retention and other impacts on the availability of labour
- e) Such other matters as employees, or their nominated representatives, may wish to advance.

The salary review will be implemented as follows:

- a) An adjustment to the MRP to move the salary framework to ensure the framework remains relevant in the market place. The Market Reference Point ["MRP"] will be increased to reflect no less than the market movement of salaries in the wider FPSO industry but no less than c.p.i. This MRP movement will apply in full to all employees preserving an employee's relativity to the MRP.
- b) Any salary adjustment based on performance and the quantum for distribution. All employees will not necessarily receive a performance payment. The distribution of performance based pay will be linked to the performance review outcomes. The performance distribution may alter the employee's relative position to the MRP.
- c) In order to effect the preservation of an employee's position relative to MRP, the negotiated salary increase will be pack-paid to the pay period in September, 2007 during which the last pay increase was applied.

43 SUPERANNUATION

Permanent and fixed-term employees are eligible to join the Defined Contribution Division of the BHP Billiton Superannuation Fund. Employees engaged on casual or fixed-term employment shall have a choice between the Company superannuation fund or continuing in an industry fund. Choice of Fund is available to all employees in line with the rules of the fund and legislation.

The Company will ensure that the Employer's contribution, employee's contribution and any salary sacrifice to Superannuation is remitted each pay-period to the relevant fund.

The table below outlines the superannuation options and contribution levels:

Employee Contribution Level	Company Contribution Level
0%	9%
3%	10%
4%	12%
5%	14%