

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA02/153

TITLE: Amorena (Crew) Enterprise Bargaining Agreement 2001-2004

I.R.C. NO: 2002/1125

DATE APPROVED/COMMENCEMENT: 26 March 2002/19 July 2001

TERM: 19 July 2004

**NEW AGREEMENT OR
VARIATION:** New. Replaces EA00/58

GAZETTAL REFERENCE: 10 May 2002

DATE TERMINATED:

NUMBER OF PAGES: 8

COVERAGE/DESCRIPTION OF

EMPLOYEES: Applies to the crew of the bunker barge "Amorena"

PARTIES: Trident Shipping Services Pty Ltd -&- The Seamens' Union of Australia, New South
Wales Branch



AMORENA (CREW)

ENTERPRISE BARGAINING AGREEMENT

2001 - 2004



INDUSTRIAL RELATIONS ACT 1996

The Enterprise Agreement has among its objectives:-

- A. Provisions of safe, efficient work environment; and
- B. Achievement of a greater level of productivity and efficiency through a range of measures.

1. TITLE

This Agreement shall be known as the "Amorena" (Crew) Enterprise Bargaining Agreement 2001-2004.

2. ARRANGEMENT

- 1. Title
- 2. Arrangement
- 3. Application of Agreement
- 4. Period of Agreement
- 5. Relationship to Parent Award
- 6. No Extra Claims Commitment
- 7. Consultation
- 8. Remuneration Rates of Pay
- 9. Allowances
- 10. Flexibility of Work and Maintenance Work
- 11. Relief for Sick Leave/Workers Compensation
- 12. Relief for Annual and Long Service Leave
- 13. Dispute Settlement Procedures
- 14. Payroll Procedures
- 15. Provision of Laundry Services
- 16. Industrial Clothing
- 17. Leave Reserved

3. APPLICATION OF AGREEMENT

This Agreement shall apply to and be binding upon:

- Trident Shipping Services Pty Ltd [ABN 98 089 064 193] (referred to as "Trident");
- The Crew of the bunker barge "Amorena" employed in classifications set out in this agreement ("the employees"); and



- The Seamen's Union of Australia, New South Wales Branch ("SUA").

4. PERIOD OF AGREEMENT

This Agreement shall operate from the beginning of the first pay period to commence on or after 19 July 2001 and shall remain in force until 19 July 2004. Negotiations, which may lead to a new Agreement shall commence no later than 19 May 2004.

5. RELATIONSHIP TO PARENT AWARD

This Agreement is to be read and interpreted wholly in conjunction with the Motor Boats and Small Tugs (State) Award ("the Award") or any award which may replace the Award. Provided that where there is an inconsistency between the Agreement and the Award this Agreement shall prevail.

6. NO EXTRA CLAIMS COMMITMENT

The parties agree that during the life of this Agreement there shall be no extra claims in relation to wages or conditions covered by the Enterprise Agreement and that any increases to wages and conditions covered by the Enterprise Agreement and that any increases to wages and conditions made by variation of the awards set out in clause 5 during the life of this Agreement shall not be passed on.

7. CONSULTATION

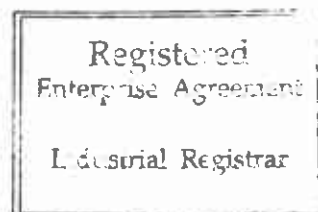
7.1 General – Consultative arrangements have been introduced, consisting of:

- (a) Representative of employees aboard the vessel; and
- (b) Representative of Management.

Representatives of relevant unions will also be involved as circumstances require.

The standing orders relating to the consultative framework have been agreed locally and provide for regular meetings to occur with minutes of those meetings to be available to all employees aboard the vessel.

Should a dispute arise from this process it shall be resolved in accordance with clause 12.



7.2 Specific – During the first twelve months after the making of this Agreement the following specific issues will be addressed:

- (a) Operating conditions of the vessel aimed at introducing efficiencies;
- (b) The concept of aggregate wages; and
- (c) The concept of roster systems.

8. REMUNERATION AND RATES OF PAY

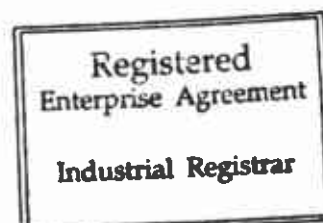
Increases to the rates of pay will be on the basis of 4% increase to apply to all classifications from the beginning of the first pay period to commence on or after 19 July 2001 as detailed in annexure "A". A further 4% increase will apply from the beginning of the first pay period to commence on or after 19 July 2002. A further 4% increase will apply from the beginning of the first pay period to commence on or after 19 July 2003.

9. ALLOWANCES

- (a) The reimbursement of allowance(s) as contained in the relevant awards shall be adjusted according to movements in the consumer price index with effect from the first pay period to commence on or after the ratification of this agreement.
- (b) A further adjustment to allowances will be made in accordance with the consumer price index movements by administrative action twelve (12) months after the ratification of this Agreement.

10. FLEXIBILITY OF WORK AND MAINTENANCE WORK

- (a) Employees covered by this Agreement will carry out duties which are reasonably within the limits of the employee's skill, competence and training. Where such duties involve the use of tools and equipment, in accordance with this clause shall be consistent with the employer's responsibilities to provide a safe and healthy working environment.
- (b) Officers and crew will actively participate in a program of maintenance aboard the vessel.



- (c) Company management will determine a maintenance program and will determine priorities of work within that program. The results will be regularly reviewed by management. As necessary, company management will arrange for training and technical advice (eg. in the use and application of paints) to be provided.

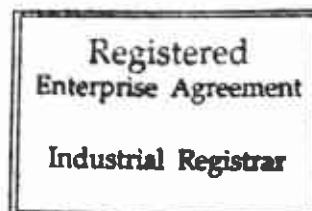
11. RELIEF ARRANGEMENTS

- (a) Operational manning levels shall not alter as a result of this Agreement.
- (b) On any normal business day the vessel is not operational there shall be no less than two people aboard, one of whom shall be an officer.
- (c) Crew members shall maintain their flexible approach to taking RDO's (which may not necessarily occur on a Monday) to meet the operational needs of the vessel.
- (d) Where a member of the crew proceeds on annual leave a relief will be engaged on a stand by basis.
- (e) The relief employee engaged will be paid the equivalent of 2 hours pay for each day he/she stands by.
- (f) Where the relief employee is called upon to work on the vessel on any day or days payment shall be at the appropriate rate set out in this Agreement and conditions as set out in the Award shall apply. The stand by payment referred to in 11(e) shall not apply on such day or days.

12. DISPUTE SETTLING PROCEDURES

The following dispute settlement procedure will apply to any disputes arising between the parties to this Agreement:

- (a) Where a dispute arises at the workplace the matter will be settled where possible between the employee(s) concerned or their union delegate and their immediate supervisor.
- (b) Where the matter remains unresolved it shall be referred to the appropriate Manager(s) of Trident and the relevant union(s) who shall discuss the matter and endeavour to settle it. Sensible time limits shall be allowed so that discussions may take place.



- (c) If the matter remains unresolved either party may refer the matter to the Industrial Relations Commission of New South Wales and, subject to the provision of the Act, the Commission may determine the matter.
- (d) All parties agree that work shall continue pending determination of any matter of dispute in accordance with the above procedures including periods of non availability.

13. PAYROLL PROCEDURES

It is agreed a fortnightly payroll processing will continue.

14. PROVISIONS OF LAUNDRY SERVICE

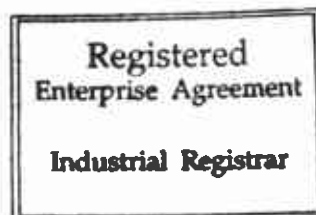
The provision of external laundry services shall close upon the installation onboard the vessel, or as otherwise agreed, suitable washing and drying units to be used by employees.

15. INDUSTRIAL CLOTHING

- (a) The parties agree the following provision of industrial clothing to full time employees on an annual basis:

Shirts	-	4 per annum
Shorts	-	2 per annum
Trousers	-	2 per annum
Jacket	-	1 per 2 years
Jumper	-	1 per 2 years
Socks	-	4 per annum
Workboots	-	1 per annum
Overalls	-	3 pair per annum

- (b) One nominated regular casual employee shall be issued with the same industrial clothing on a once only basis



ANNEXURE 'A'

RATES OF PAY (Per Week)

In accordance with Clause 8 of this Agreement the Rates will be as follows:

	First Pay Period to commence on or after:		
	19.7.2001	19.7.2002	19.7.2003
Motor Man	\$641.40	\$667.00	\$693.70
Deckhands	\$624.60	\$649.60	\$675.60



Signed for and on behalf of:

**TRIDENT SHIPPING SERVICES
PTY LTD:**

[Handwritten Signature]

DATE:

11.2.2002

**SEAMEN'S UNION OF
AUSTRALIA, NEW SOUTH
WALES BRANCH:**

[Handwritten Signature]

DATE:

7.2.2002

