

**REGISTER OF  
ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO: EA00/58**

**TITLE: Amorena (Crew) Enterprise Bargaining Agreement 1998-2001**

**I.R.C. NO: 99/5332**

**DATE APPROVED/COMMENCEMENT: 20 October 1999 and commenced 19 July 1998**

**TERM: 19 July 2001**

**NEW AGREEMENT OR  
VARIATION: New/Replaces 106/97**

**GAZETTAL REFERENCE: 17 March 2000**

**DATE TERMINATED:**

**NUMBER OF PAGES: 9**

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES: It applies to all employees of Sea Do and Seamen's Union of Australia**

**PARTIES: Seado Pty Limited -&- The Seamen's Union of Australia, New South Wales Branch**



**AMORENA (CREW)**

**ENTERPRISE BARGAINING AGREEMENT**

**1998-2001**

Registered  
Enterprise Agreement  
Industrial Registrar

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## 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 1998-2001.

### 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
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:

- SEADO Pty Ltd [ACN 003 220 997] (referred to as "Seado");
- 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 1998 and shall remain in force until 19 July 2001. Negotiations, which may lead to a new Agreement shall commence no later than 19 May 2001.

#### 5. RELATIONSHIP TO PARENT AWARD

This Agreement is to be read and interpreted wholly in conjunction with the Fireman and Deckhands &c. Small Tug Boats (State) Award [NSWIG Vol 264] and the Fireman and Deckhands &c. Small Tug Boats (Remuneration) (State) Award [NSWIG Vol. 282] or any award which may replace these awards. Provided that where there is an inconsistency between the Agreement and the relevant Awards 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 1998 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 1999. A further 4% increase will apply from the beginning of the first pay period to commence on or after 19 July 2000.

## **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**

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.



## **11. RELIEF ARRANGEMENTS**

- 11.1 Operational manning levels shall not alter as a result of this Agreement.
- 11.2 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.
- 11.3 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.
- 11.4 Where a member of the crew proceeds on annual leave a relief will be engaged on a stand by basis.
- 11.5 The relief employee engaged will be paid the equivalent of 2 hours pay for each day he/she stands by.
- 11.6 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 11.5 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 SEADO 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:

	<b>First Pay Period to commence on or after:</b>		
	<b>19.7.98</b>	<b>19.7.99</b>	<b>19.7.2000</b>
<b>Motor Man</b>	\$570.20	\$593.00	\$616.70
<b>Deckhands</b>	\$555.30	\$577.50	\$600.60



Signed for and on behalf of:

**SEADO PTY LTD:**

*Peter K Gurdak*

DATE:

*25-10-1999*

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

*Gannell*

DATE:

*11.02.00*

