

REGISTER OF ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA04/302

TITLE: Adsteam Harbour Newcastle Lines, Mooring and Motor Boats Enterprise Agreement 2004

I.R.C. NO: IRC4/5191

DATE APPROVED/COMMENCEMENT: 23 September 2004/1 March 2004

TERM: 36 months

**NEW AGREEMENT OR
VARIATION:** New

GAZETTAL REFERENCE: 3 December 2004

DATE TERMINATED:

NUMBER OF PAGES:

COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to all employees employed by Adsteam Harbour Pty Limited, engaged in the lines and mooring operations, small tug and work boat service in Newcastle, who fall within the coverage of the Motor Boats and Small Tugs (State) Award

PARTIES: Adsteam Harbour Pty Limited -&- The Seamens' Union of Australia, New South Wales Branch

ADSTEAM HARBOUR NEWCASTLE LINES, MOORING AND MOTOR BOATS ENTERPRISE AGREEMENT 2004

1. Arrangement

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2. Title

This Agreement will be known as the Adsteam Harbour Newcastle Lines, Mooring and Motor Boats Enterprise Agreement 2004.

3. Parties, Incidence and Duration

3.1 This Agreement is binding upon:

Adsteam Marine Limited and it's subsidiary company Adsteam Harbour Newcastle a trading operation of Adsteam Harbour Pty Ltd;

The Seamen's Union of Australia - N.S.W. Branch S.U.A. and

Employees of Adsteam Harbour Newcastle engaged in the lines and mooring operations, small tug and work boat service who are eligible to become members of the union.

- 3.2 This Agreement shall be read in conjunction with the motor boats and small tugboats (State) Award as varied, ("the award") and shall cover the operations of Adsteam Harbour Lines and Mooring, small tug and workboat business in Newcastle. To the extent of any inconsistency between the Award and this agreement, this agreement shall prevail.
- 3.3 This agreement supersedes all other agreements, written or oral common law agreements and or contracts, registered or unregistered agreements and any yard agreements or prevailing local practices, understandings or agreements. With the exception of any prevailing statutory rights the terms and conditions of employment of the employees covered by this agreement shall be solely found in this agreement and the parent award.
- 3.4 This agreement shall take effect from the date of approval and shall remain in force for a period of three years. The first salary increase shall be applicable from 1 March 2004. This will be payable only to employees as at 9 June 2004 who have been continuously employed in Newcastle since 1 March 2004.

4. General Principles

- 4.1 The parties to this agreement are committed to providing a lines and mooring service, small tug and work boat service which is flexible, responsive to customer needs and cost effective.
- 4.2 All parties are jointly committed to seeing the business grow. Through growth, income and job security will follow, as will adequate shareholder returns.
- 4.3 During the life of this agreement Adsteam Harbour Newcastle will discuss with it's workforce ways to reduce the level of physical exertion required in hauling lines. The parties commit themselves to work co-operatively in implementing the outcome of these discussions.
- 4.4 The Company with the active participation of its employees wants to expand its business in and around Newcastle. It wants to build upon the boat handling skills of its workforce. All parties to this Agreement commit to work together to pursue this goal and accept that the new work maybe outside Adsteam Harbour Newcastle's traditional lines and mooring business. The introduction of any new work will follow consultation with the employees.
- 4.5 The parties agree the right to review the Agreement and more particularly the annual port salary in the event of a loss or gain of a significant customer or a share of the Newcastle market. Review comprehends an adjustment upwards or downwards of the annual port salary, associated conditions and personnel numbers. Prior to making any such decision the company will consult with employees and the union.

5. Employee Duties

- 5.1 All employees will perform such duties as are directed by the company, subject to such directions being reasonable, being in accordance with the qualifications and training of the employee, and are consistent with safe practice and relevant regulations, and not contrary to other provisions of this Agreement.
- 5.2 Employees will comply with the hours of duty which are set out by the roster arrangements to meet the operational requirements. Notwithstanding the general rostering arrangements employees maybe required to work extended hours to cover peak shipping periods, that is to say the existing practices of double manning apply.
- 5.3 An employee must obtain permission from the company representative prior to any absence during working hours from the workplace.
- 5.4 Employees shall ensure vessel(s) requiring services on or about change over times will not be delayed by employee changeovers.

- 5.5 Lines and mooring services to shipping will not be limited or restricted when a vessel is attended and not ready to proceed as scheduled or when clash work is required. Launches may be used to minimise time spent travelling between vessels.
- 5.6 Employees shall depart from the depot in sufficient time to be in position at least 15 minutes prior to vessel's scheduled departure time or berthing time.
- 5.7 All employees are required to be contactable by mobile telephone. Such telephone is to be supplied by the employee and should be capable of receiving SMS messages. The Company will reimburse employees a telephone plan/ call allowance of \$33.00 per calendar month. An additional \$10.00 per month will be reimbursed to delegates in recognition of the greater number of calls they make. Casual employees will be reimbursed \$1 per day of engagement. Reimbursement for damage or loss of phones will be looked at on an individual basis.
- 5.8 Where outside work is performed (other than transferring crew or cargo to ships outside) then employees engaged on such work will receive \$50.00 per person per day for the duration of the work. Should the work extend beyond 48 hours duration then the provisions of the Motor Boats and Small Tugs (State) Award shall apply for those extended hours beyond 48 hours.

6. Manning Scales & Employment Levels

- 6.1 Manning scales as prescribed by the parent award will no longer apply. Manning will be at a level that allows work to be undertaken safely.
- 6.2 At the commencement of this Agreement, 26 employees (4 leading hand drivers, 13 drivers and 9 deckhands) will be engaged on a full time basis.
- 6.3 When a Leading Hand is absent from duties the Company will appoint a replacement who will be paid the appropriate leading hand rate for the period of appointment.
- 6.4 The total number of employees may change depending on growth/contraction of business. Any foreshadowed changes to employment levels will be discussed with the employees prior to any decision being taken.

7. Rosters & Allocation of Labour

- 7.1 Subject to Clause 6 the current roster providing for 7 day shift work will be retained.
- 7.2 Both day and night crew are required to cover either side of their shift when necessary.

Day work - 0600 - 1800
Night work - 1800 - 0600
- 7.3 Swing shift day and night to make up the numbers as required. The shift hours shall be day swing 0600-1800 and night swing 1800-0600. The swing shift shall also relieve night and day crews who have been on continuous duty for 16 hours.
- 7.4 The Day work crew is required to be onsite between 0800-1500 hours Monday to Friday. However, if a member of the day work crew is required to work outside his/her shift hours, the leading hand in consultation with management may give permission for that person to go home provided that he/she is not required to work prior to 1500 hours.
- 7.5 When there is no work scheduled on Saturdays, Sundays and Public Holidays the rostered Day work crew do not have to be on site but must be available immediately if work requirements change.
- 7.6 When there is no work scheduled during its shift, the Night work crew and the Swing crew do not have to be on site but must be available immediately if work requirements change.

- 7.7 On Saturday's, Sundays and Public holidays the Day work leading hand must be on site between 0800 and 1200 except where he/she is out on a job.
- 7.8 All employees are to confirm the forward program with the Leading Hand prior to leaving work for the day.
- 7.9 Each employee will be rostered on to work 32 weeks per annum and 20 weeks per annum off. The 20 weeks shall be deemed to include any annual leave and public holidays.
- 7.10 The duty leading hand will monitor the forward shipping program and allocate the appropriate number of employees for each job to ensure customers requirements are met at all times.
- 7.11 Work orders and requests may be received by either fax, electronically and or phone.
- 7.12 The duty leading hand is to ensure that the labour completes each job and upon completion, complete log sheets.
- 7.13 The duty leading hand is to maintain and over see the work injury record book and give employees workers compensation report forms if necessary.
- 7.14 The duty leading hand will liaise with management on all operations on their shift.

8. Physical Exhaustion

- 8.1 When an employee is required to be on duty continuously, including meal breaks, for 16 hours, the employee shall be entitled to a respite from duty for 10 hours. In the event that the employer requires the employee to work outside the provisions of this clause the employer shall give the employee a 10 hour break at the first opportunity.

9. Remuneration

- 9.1 All permanent employees will be entitled to an annual port salary. This salary is outlined in the table in clause 10.1.
- 9.2 The annual port salary is an inclusive rate for all work performed by Master V, MED 111 (Coxswain Engineers) or general purpose hand respectively, pursuant to this agreement. No additional penalties, loadings or disabilities payments shall be payable.
- 9.3 The annual port salary is payable for all rostered time worked, rostered leave, sick leave, workers compensation, long service leave and accrued annual leave.
- 9.4 The annual port salary will be deposited by weekly electronic funds transfer into the financial institution of the employees nomination.

10. Determination of Annual Port Salaries and Increases

- 10.1 The salaries and increases payable under this agreement shall be -

Deckhand	Weekly Salary	Weekly meal allowance	Weekly travel allowance	Total Weekly Salary	Annual Port Salary
1-Mar-04	1,114.73	57.00	62.00	1,233.73	64,153.96
1-Mar-05	1,156.00	59.00	65.00	1,280.00	66,560.00
1-Mar-06	1,200.00	61.00	67.00	1328.00	69,056.00
Driver	Weekly Salary	Weekly meal allowance	Weekly travel allowance	Total Weekly Salary	Annual Port Salary
1-Mar-04	1,222.96	57.00	62.00	1,341.96	69,781.92
1-Mar-05	1,268.29	59.00	65.00	1,392.29	72,399.08
1-Mar-06	1,316.50	61.00	67.00	1,444.50	75,114.00

Leading Hand Driver	Weekly Salary	Weekly meal allowance	Weekly travel allowance	Total Weekly Salary	Annual Port Salary
1-Mar-04	1292.96	57.00	62.00	1,411.96	73,421.92
1-Mar-05	1,340.91	59.00	65.00	1,464.91	76,175.32
1-Mar-06	1,391.84	61.00	67.00	1,519.84	79,031.68

11. Salary Packaging

- 11.1 Provided that no additional cost is incurred by the company the employee and the company may reach agreement to package salary and other entitlements in a way that better meets the needs of the employee concerned.
- 11.2 Employees may salary sacrifice a proportion of their earnings to superannuation subject to the age based deduction limits for superannuation contributions by employers and eligible persons as set out in the taxation determination 2002/11 and as determined from time to time.
- 11.3 The employee may not make more than one election in any financial year. After the initial election following certification of the agreement, the employee must advise the company of the election by 1st May immediately prior to the election taking effect on 1st July. Employees may cancel the salary sacrifice arrangements at any time.
- 11.4 Either party may cancel the election made under this clause in the event that changes in taxation laws or rulings materially alter the benefit to the employee or the cost to the company of the salary sacrifice arrangement.

12. Superannuation

- 12.1 The employer will make available to all employees superannuation coverage through the Seafarer's Retirement Fund (S.R.F.)
- 12.2 The employer and the employee contributions for all employees will be calculated on the employees annual port salary.
- 12.3 Employee superannuation compulsory contributions may be salary sacrificed if an employee chooses to do so. In these circumstances the parties agree that such salary sacrifice arrangements will result in no additional cost to the company.
- 12.4 The employer contribution shall be -
13% of the employees annual port salary commencing on and from the first pay period on or after the 1st March 2004.

13. Long Service Leave

- 13.1 Long service leave will accrue in accordance with the New South Wales *Long Service Leave Act* and be paid at the annual port salary rate.

14. Annual Leave

- 14.1 The salary proposed and roster arrangements take account of the time and earnings which would otherwise be treated as annual leave, or payment for annual leave, within the roster.
- 14.2 Annual leave entitlements accrued prior to 1st March 2004 were converted by the previous agreement from a pre salary valuation to an equivalent entitlement expressed in weeks. This methodology will continue to be applied until the previously accrued annual leave is exhausted.

15. Sick Leave

- 15.1 Employees shall be entitled to 10 days fully accumulative sick leave per annum.
- 15.2 Sick leave may be accessed for the purpose of personal/carer's leave.
- 15.3 Where required by the company, the employee will provide a doctor's certificate, which states the nature of the illness and the likely duration of the absence. Provided that, the company will not require the employee to produce a doctor's certificate in relation to an absence on sick leave of 2 days or less unless the employee's sick leave record justifies such a requirement.

16. Parental Leave

- 16.1 Each employee will be entitled to up to twelve months unpaid leave to care for a newborn child or a newly adopted child as the primary carer. This entitlement will not apply during any period of leave.
- 16.2 In addition, each employee will be entitled to one weeks' unpaid leave on the birth or at the time of adoption of a child. This entitlement will not apply during any period of leave.

17. Bereavement Leave

- 17.1 An employee, other than a casual employee, shall be entitled to up to 3 days bereavement leave without deduction of pay, on each occasion of the death of a person as prescribed in the award.

18. Meal Hours

- 18.1 Employees shall be entitled to adequate breaks, as agreed with management, which shall be taken in a manner suitable to operational requirements. A meal break shall be rescheduled to ensure that there are not delays to shipping and taken as soon as practicable thereafter. No penalty payment shall be made where an employee works through the break due to the operational requirements.

19. Maintenance

- 19.1 The company will prepare maintenance plans for all craft and equipment following discussion with employees.
- 19.2 Employees will perform such maintenance (and maintenance checks) as shall be required during normal rostered day shift times Monday - Friday

20. Health and Safety

- 20.1 The company will establish a joint union management committee to examine and implement measures, other than as required by the *Occupational Health and Safety Act 2001* as amended, to reduce the risk of injury and claims.
- 20.2 This agreement will in no way conflict with relevant statutory Occupational Health and Safety requirements which confer a duty of care on the parties.
- 20.3 The company will provide a safe working environment by taking reasonable measures to minimise the risks associated with identified hazards and by being rigorous in investigating all hazardous occurrences and incidents. Employees will comply with all reasonable requirements of the company in these respects.
- 20.4 Employees must exercise duty of care to both themselves and others in the workplace. If an injury occurs employees will cooperate in injury management and rehabilitation programs in order to achieve full recovery and an early return to work. Employees will cooperate fully in all safety initiatives implemented by the company.

21. Casuals

- 21.1 Casual employees shall be paid by the day at the rate of 1/7th of the appropriate annual port salary weekly rate plus 25% for each day of engagement.
- 21.2 In the event of a cancellation, the casual employee having been notified 4 hours prior to the notified starting time of the cancellation shall be paid \$80.00 for such cancellation.

22. Absences and Engagement of Casuals

- 22.1 The rates paid in this agreement compensate for coverage of absent employees who may be on sick leave, workers compensation, long service leave or accrued annual leave.
- 22.2 Casual employees will be engaged as required by the Company, based on the needs of the business.

23. Industrial and Protective Clothing

- 23.1 Protective gear and industrial clothing will be worn at all times whilst maintenance, towage, mooring and unmooring jobs are being undertaken. This shall include travel to and from the mooring and unmooring jobs.
- 23.2 The company will provide the following to permanent employees.

Item	Quantity
General weight trousers or shorts	Two
General weight shirts	Two
Overalls	Two
Protective footwear	Two
Castro jacket	One
Safety Helmet	One
Hat for sun protection	One
¾ length wet weather coat	One
Wet weather trousers	One
Sea boots	One pair
UV lotion	To be supplied
Safety eye wear	To be supplied

- 23.3 Items to be replaced on a wear and tear basis will be replaced upon production of evidence that the item is worn out.

Items to be replaced on an annual basis shall be issued on the anniversary of the initial issue.

Lost items must be replaced by the employee at the employee's own cost unless the employee can demonstrate to the company that the loss was not his/her fault.

- 23.4 The company will supply 1 pair of clear protective safety coverings/glasses and 1 pair of tinted protected safety cover/glasses suitable for the job. Where an employee uses prescription glasses, the company will supply that employee with appropriate prescription safety glasses.
- 23.5 Casual employees will be provided with a reasonable issue of clothing sufficient to perform their work with adequate protection.

24. Consultative Committee

- 24.1 A formal Consultative Committee of management and delegates will be formed following the approval of this agreement.

24.2 The committee will meet no less than 2 times a year to discuss matters of either local or state wide concern.

25. Recruitment

25.1 Where the company needs to recruit new, permanent or casual employees, it shall -

Obtain from the Maritime Database a number of suitable candidates for consideration

Advertise the position (the union shall be advised of this).

Screen and interview applicants and candidates from the database

Check references and medical fitness for the position.

Select employees on the basis of objective selection criteria, which shall include but not be limited to qualifications, skills and competencies required for the position. Account will be taken of the respective employee's previous employment history.

25.2 The interview panel shall include an employee from the relevant area of employment where the vacancy exists. The company shall provide the employee representative with appropriate training to ensure the maximum contribution to the selection process.

25.3 The successful applicant will be subject to a 3 month probationary period. During the probationary period should the company have a concern(s) about the performance of the employee and consequently his/her suitability for the position of the employee, the company will discuss the concern(s) with the employee and if the employee requests, the union, and resolve the matter in accordance of the provisions of this agreement, including extending probationary period by up to one month. Where employment is not confirmed there shall be no entitlement to severance pay.

26. Redundancies

26.1 Where an employee other than a casual employee is surplus to company requirements and the company decides that the surplus employee is redundant the following process will be followed -

The company will notify and consult with the employees and the union in relation to the number of proposed redundancies and the reason/s why they are to occur;

Following consultation, expressions of interest will be sought in the port where the redundancies are to occur;

If insufficient expressions of interest are received, employees in adjacent ports may, at the company's discretion, be offered voluntary redundancy as a means of avoiding compulsory redundancies. In this circumstance employees in the port where the redundancies occur will, as a pre requisite agree to transfer, this will be discussed with the union;

If there remains insufficient expressions of interest in voluntary redundancies, the company will effect redundancies on a last on first off basis in the port where the reduction in numbers is required.

26.2 The redundancy formula will be the sum of the following -

0 - 15 years	4 weeks pay per year of company service
16 - 22 years	3 weeks pay per year of company service

The maximum payment shall be capped at 78 weeks' pay.

The redundancy will be paid out at the employees annual port salary.

27. Dispute Resolution

- 27.1 In the event of a dispute between an employee or the union and the company, both parties will initially and without exception consult in good faith in an effort to resolve the disputed matter.
- 27.2 Subject to the provisions of the New South Wales Industrial Relations Act, the following procedure shall apply where a matter arises which could lead to a dispute affecting an employee or members of a union party to this agreement.
- 27.2.1 Where the delegate or representative of the union becomes aware of any such matter he/she shall forthwith take it up with the local manager.
- 27.2.2 If the matter can not be settled the delegate or representative will refer the matter to the secretary of the local branch of the union for discussion with the local manager.
- 27.2.3 If the matter cannot be settled the branch secretary will refer the matter to the state secretary of the union for discussion with the appropriate company representative.
- 27.2.4 If the matter cannot be settled by the state secretary of the union and the appropriate company representative it shall be referred to the New South Wales Industrial Relations Commission for conciliation and/or arbitration.
- 27.2.5 Work shall continue pending determination of any matter or dispute in accordance with the above procedures except in circumstances where an employee holds a reasonable concern about an imminent risk to his/her health or safety.
- 27.3 The provisions of this clause shall be construed as a means to minimise industrial action because of disputes, and in no way shall be construed as meaning that the right of employees to strike has been removed.
- 27.4 Right of entry of union officials shall not be hindered or circumscribed in any manner, provided that those officials shall give reasonable notice of their intention to attend the worksite and such entry does not interfere with the operation of the business.

28. Union Meetings

- 28.1 Two, four hour paid stopwork meetings shall be allowed each year provided that it does not cause inconvenience to customers. The employees shall give management at least 48 hours notice of the meeting. Stopwork meetings will not cause disruption to the provision of lines and mooring services.

29. Union Fees

- 29.1 Adsteam Harbour Newcastle shall make provision for automatic weekly deduction of union fees which shall be forwarded to the union on a monthly basis.

30. Training

- 30.1 The Company undertakes to provide sufficient training to ensure that employees are adequately skilled to perform their function. Employees undertake to participate in that training.

Where necessary , employees will undertake training during rostered working hours in order to maintain and enhance their skills.

Where an employee requires leave or assistance of any kind in order to obtain higher qualifications then, upon application being made to the company by that employee, the company will consider the application on its merits.

30.2 Revalidation of Certificates

Where the company requires revalidation of employee certificates associated costs will be paid by the company.

The practice of reimbursement for the costs of revalidation of relevant certificates will continue for existing employees as at the certification date of this agreement.

31. Anti - Discrimination

- 31.1 It is the intention of the parties bound by this agreement to seek to achieve the object in section 3(f) of the *Industrial Relations Act* 1996 to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibilities as a carer.
- 31.2 It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this agreement the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this agreement are not directly or indirectly discriminatory in their efforts. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the agreement, which, by its terms or operation, has a direct or indirect discriminatory effect.
- 31.3 Under the *Anti-Discrimination Act* 1977, it is unlawful to victimize an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- 31.4 Nothing in this clause is to be taken to affect;
- (a) Any conduct or act which is specifically exempted from anti-discrimination
 - (b) Offering or providing junior rates of pay to persons under 21 years of age.
 - (c) Any act or practice of a body established to propagate religion which is exempt under section 56(d) of the *Anti-Discrimination Act* 1977.
 - (d) A party to this agreement from pursuing matters of unlawful discrimination in any state or federal jurisdiction.

This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.

Notes

Employers and employees may also be subject to Commonwealth Anti-Discrimination legislation.

Section 56(d) of the *Anti-Discrimination Act* 1977 provides;

"Nothing in the Act affects ... any other act or practice of a body established to propagate religion that conforms to the doctrines of that religion or is necessary to avoid injury to the religious susceptibilities of the adherence of that religion".

32. Rights and Responsibilities of Delegates

- 32.1 The parties to this agreement believe that good workplace relations are beneficial to employees, their union and the Company.
- 32.2 To facilitate and enhance workplace relations the role of the delegates is acknowledged and the following principles are agreed:

The delegate has the right to fair treatment and to perform their role without discrimination in their employment.

The delegate has the right to formal recognition by the company and its representatives.

The delegate has the right to consult with workplace staff and management and will be given reasonable access around the workplace to facilitate this.

The delegate has the right to reasonable paid time off to participate in approved forums with the company.

The delegate, subject to management approval, will have reasonable access to workplace equipment such as facsimile, photocopying, e-mail, internet etc. provided that this does not interfere with the normal operations of other staff.

The delegate has the right to place necessary union information on noticeboards.

The delegate has the right to take reasonable leave without pay to work with the Union subject to company approval.

32.3 It is acknowledged by the parties that in carrying out their role workplace delegates also have a number of responsibilities. These include:

Acting in a courteous and professional manner in their role.

The responsibility to raise workplace issues in a timely fashion and work cooperatively with the company to resolve issues.

Workplace delegates must deal in a professional manner with all employees, regardless of union membership status.

Adhere to Adsteam policies and procedures whilst carrying out their role. This includes using equipment made available in a manner consistent with Adsteam policies on acceptable use of e-mail and internet, harassment and discrimination

33. Introduction of Change

33.1 This Agreement recognises that company management is obligated to carry out its responsibilities in accordance with company policies and additionally, where such policies relating to production, program, organization or technology may also affect the rights and interests of its employees in the implementation of such policies. Accordingly:

33.2 Company duty to notify

- a) Where the company has made a definite decision to introduce changes in production, program, organisation, structure or technology that are likely to have significant and direct effects on employees, the company undertakes to notify the employees who may be affected by proposed changes and the National Secretary and relevant Branch Secretary of the Union.
- b) Without limiting the generality thereof, significant effects includes termination of employment, changes in the composition, operational size of the workforce or in skills required, the elimination diminution of job opportunities, promotion opportunities or job tenure, the alteration of hours of work, the need for retraining or transfer of employees to other work or locations and the restructuring of jobs and the use of contractors.

33.3 Company duty to discuss change

- a) The company undertakes to discuss with employees affected and the union, inter alia, the introduction of changes and, the effects the changes are likely to have on employees, measures to

avert or mitigate any adverse effects of such changes on employees and give prompt consideration to matters raised by the employees and/or the union in relation to the changes.

- b) The discussion shall commence as early as practicable after the decision has been made by the company to make the changes. For the purpose of such a discussion, the company undertakes to provide in writing to the employees concerned and the union, all appropriate information about the changes including the nature of the proposed changes, the expected effects of the changes on the employees and any other matters likely to affect employees.

33.4 Implementation of change

- (a) It is agreed between the parties that after the above notification and discussion has taken place that the company, after careful consideration of the views of employees may implement the change with seven (7) days notice.
- (b) Where subject provisions of the clause, the company exercises its rights to implement change in the workplace and the union disagree with that decision, subject to there being no stoppage of work as a result of the decision of the company, the union may refer the matter in dispute to the NSW Industrial Relations Commission for conciliation and arbitration if necessary.

34. No Extra Claims

No extra claims shall be made by either party in respect of matters covered by this agreement for the period of its operation.

35. Signatories

Signed on behalf of Adsteam Harbour Newcastle

(Signature) (date)

(Signature) (date)

Signed on behalf of SUA

(Signature) (date)

(Signature) (date)