

REGISTER OF ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA06/223

TITLE: Adsteam Harbour Pty Ltd Kurnell Enterprise Agreement 2004

I.R.C. NO: IRC5/160

DATE APPROVED/COMMENCEMENT: 25 January 2005 / 25 January 2005

TERM: 17

**NEW AGREEMENT OR
VARIATION:** New.

GAZETTAL REFERENCE: 30 June 2006

DATE TERMINATED:

NUMBER OF PAGES: 14

COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to all employees employed by Adsteam Harbour Pty Ltd., Level 22 Plaza 2, 500 Oxford Street, Bondi Junction NSW 2022, in respect of tanker services, launch operations and linesmen duties, engaged by the company at it's Kurnell operations, 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 PTY. LTD. KURNELL
ENTERPRISE AGREEMENT 2004**

PART A - INTRODUCTION

1. AGREEMENT TITLE

- 1.1. This Agreement shall be known as the Adsteam Harbour Pty Ltd Kurnell Enterprise Agreement.

2. ARRANGEMENT

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3. PARTIES TO THE AGREEMENT

- 3.1. The Agreement is made between:
 - a. Adsteam Harbour Pty Ltd (Adsteam) ;
 - b. The Seamens' Union of Australia - NSW South Wales Branch (the Union); and
 - c. Employees of Adsteam who are eligible to be members of the Union.
- 3.2. This agreement applies to employees of Adsteam in respect of tanker services, launch operations and linesmen duties carried out by the company in its' Kurnell operations.
- 3.3. This Agreement shall be read in conjunction with the *Motor Boats and Small Tugs (State) Award* ("the Award") and shall cover the operations of Adsteam Harbour Pty Ltd from its Kurnell operations.
- 3.4. In the event of any inconsistency between the Award and this Agreement, the terms of this Agreement shall prevail.
- 3.5. This Agreement supersedes all other Agreements, whether written or oral, registered or unregistered.
- 3.6. This Agreement shall take effect on and from date of approval and remain in force until June 30, 2006.

PART B - GENERAL PRINCIPLES

4. AGREEMENT PRINCIPLES

- 4.1. Adsteam, its employees and their Union, are committed to providing a tanker, small tug and linesmen service which is flexible, responsive to customer needs and cost effective.
- 4.2. The parties are jointly committed to seeing the business grow.
- 4.3. Adsteam is also committed to reducing the amount of physical exertion required in hauling fuel lines. During the life of this Agreement, Adsteam will discuss with its workforce ways to do this. The parties commit themselves to work cooperatively in implementing the outcome of these discussions.
- 4.4. Adsteam wants to build upon the boat handling skills of its workforce. The introduction of any new work will follow consultation with the employees and their Union and may include a review of employee numbers of its workforce.

- 4.5. The company undertakes not to compulsorily retrench any employee during the life of this Agreement subject to the present level of business remaining fairly constant over the life of the Agreement. In the event of the loss of a significant customer the company, prior to making a decision about the size of the workforce, will discuss the impact of the loss with the employees and the Union.

PART C - GENERAL PROVISIONS

5. REMUNERATION

- 5.1. The company will pay employees the rates set out in the following table, which includes an amount for fitting work on fuel hoses, which shall apply for all purposes and as follows:

- i. For all long service leave entitlements,
- ii. For all annual holidays.

6. TABLE 1 – RATES OF PAY

Classification	1/7/03 (6%)	1/7/04 (4%)	1/7/05 (3%)
Driver &	\$20.56ph	\$21.38ph	\$22.02ph
Head Fitter	\$719.60pw	\$748.30pw	\$770.70pw
Fitter	\$20.38ph	\$21.20ph	\$21.84ph
	\$713.30pw	\$742.00pw	\$764.40pw
GPH	\$18.83ph	\$19.58ph	\$20.17ph
	\$659.05pw	\$685.30pw	\$705.95pw

7. TABLE 2 – OTHER RATES AND ALLOWANCES

Item	Brief Description	1/7/03 (6%)	1/7/04 (4%)	1/7/05 (3%)
1.	Disability	\$1.48	\$1.54	\$1.59
2.	Car Allowance	\$10.13	\$10.54	\$10.86
3.	Telephone	\$11 per week	\$11.44 per week	\$11.78 per week

- 7.1. Employees must maintain a mobile phone. The rate outlined in #3 of table 2 provides for mobile phone and home phone maintenance.

8. CASUAL EMPLOYEES

- 8.1. Casual employees shall be paid at the rate of ordinary time plus 25 per cent per hour for all work done within the ordinary hours prescribed in clause 10. For all work done outside such ordinary hours and on Saturday the rate shall be time and a half for the first two hours and double time thereafter, plus 25 per cent in each instance.

- 8.2. For all work done by Casual Employees on Sundays the rate shall be double time plus 25 per cent. For all work done on public holidays the rate shall be double time and a half, plus 25 per cent.
- 8.3. Where 5 consecutive hours or more are worked in any one day, one hour shall be allowed for a meal and if not allowed shall be paid for at a rate of double time.
- 8.4. The minimum period of engagement of a casual employee shall be as for four hours work.

9. EMPLOYMENT LEVELS

- 9.1. During the life of this Agreement, Adsteam will employ, as a minimum, the following permanent positions:

<u>Classification</u>	<u>Positions</u>
Driver	4
General Purpose Hand	4
Fitter	3

10. HOURS

- 10.1. Subject to sub clause 10.2 below the ordinary hours for workers shall be seven consecutive hours, Monday to Friday, inclusive, between 7.00am and 3.00pm (exclusive of a meal interval if allowed), but shall not exceed thirty-five hours per week without payment of overtime.
- 10.2. Notwithstanding subclause 10.1 above an employee required to work a shift between 1800 hours to 0600 hours will not be required to work the day shift preceding the shift. If the shift finishes after midnight the employee will not be required for the day shift following the shift Monday to Friday inclusive subject to work requirements.
- 10.3. All hours worked will be paid at overtime rates the converted to ordinary hours. These ordinary hours will then be credited to the ordinary hours, any hours in excess of 35 hours will be added to any other overtime worked in that week.
- 10.4. One rostered day off per month, non-accumulative, shall be granted in lieu of meal monies.
- 10.5. Employees rostered on short day shall cease work at 1400 hours in lieu of a meal break and lunch break work through penalty payment. However this clause does not apply to long day rostered employees on shipping.

11. ROSTERS

11.1. Night Shift

- 11.1.1. If no ship is moored at the sub-berth 0700 hours to 1100 hours subject to work requirements.
- 11.1.2. If a ship is at the sub-berth 1800 to 0600 hours or until loading master goes ashore and is paid at normal.

11.2. Long day shift

- 11.2.1. If no ship is at the berth 0700 hours to 1500 hours.
- 11.2.2. If ship is at the sub berth: 0600 hours to 1800 hours, or until the ship sails (if before 1800 hours)
- 11.2.3. All hours worked after 1500 hours to be paid overtime rates.

11.3. 1 in 4 Roster

- 11.3.1. The parties to this Agreement agree to trial a new roster which provides employees one weeks' dedicated leave in a four week period at base rate. For the duration of the trial and, subsequently if the trial is successful, clause 10.4 will not apply.
- 11.3.2. The leave provided in this new roster will not include annual leave entitlements.
- 11.3.3. The new roster will be trialled for a period of four months and is to be monitored by the parties to this Agreement.
- 11.3.4. The parties to this Agreement will, nearing the end of the trial, consult regarding the roster to analyse it's application.
- 11.3.5. Upon successful completion of the trial, the roster will continue operation. In the event of circumstances arising that require changes to the roster, the parties will consult. After consultation and in the absence of agreement, the parties may refer the matter to the Settlement of Disputes procedure as outlined in clause 24 of this Agreement.

12. MEAL BREAKS

- 12.1. Employees shall be entitled to a break of up to one hour, which shall be taken in a manner suitable to operational requirements. A meal break shall be rescheduled to ensure that there are no delays to marine operations and taken as soon as practicable thereafter.

- 12.2. If an employee is unable to take a meal break and works through to 1500, then a penalty payment of one hour at double time shall apply.

13.OVERTIME

- 13.1. All time worked on Sunday, shall be paid for at a double time with a minimum of four hours.
- 13.2. For all times worked on public holidays, except Christmas Day, the rate shall be double time and a half. For all time worked on Christmas Day rate shall be double time in addition to ordinary rate.
- 13.3. Except as provided in clause 13.1 and 13.2 of this clause, all time worked by day workers outside the hours prescribed in clause 10. Hours, shall be paid at the rate of time and a half for the first two hours and double time thereafter. Such overtime rates shall be paid or continue to be paid for all time worked after the usual finishing time until an employee has been relieved from work for at least 10 hours..
- 13.4. Except as provided in clause 13.3 of this clause, that in computing overtime each day's work shall stand-alone.
- 13.5. If overtime continues after twelve midnight, double time shall be paid for all time worked after that hour and such double time shall continue to be paid for all time worked thereafter until such employee has been relieved from work for at least 10 hours. This clause will not apply to four hours call out.
- 13.6. Should an employee work at the request of the employer after he has been on duty continuously, including meal breaks, for more than 16 hours, he shall be entitled to be paid at the rate of double time for the period of such duties in addition to any other payment due to the employee until such time as the ten hours respite from duty commences.
- 13.7. Provided that for the purpose of this subclause time worked up to a maximum of seven hours within an employee's normal spread of hours on a public holiday occurring between Monday and Friday inclusive, shall not be regarded as overtime for the purpose of calculating total hours worked in accordance with clause 13.2 of this subclause.
- 13.8. An employee recalled to work shall be guaranteed and shall be paid for at least four hours' work for each for each start at the appropriate overtime rates of pay; provided that an employee required to come back to perform work on a Sunday, after having knocked off, shall be paid such work for at least four hours at double time rates.
- 13.9. For the purpose of this clause any part of half an hour worked shall be paid as half an hour.

14. WAITING ORDERS

- 14.1. The amount contained in Item 3 of Table 2 satisfies all claims for reimbursement for an employee who is required by his employer to telephone for orders.

15. HOLIDAYS

- 15.1. The following days shall be deemed holidays within the meaning of this Agreement and shall be allowed without any deduction of pay, namely: New Year's Day, Australia Day, Good Friday, Easter Monday, Anzac Day, Queen's Birthday, local Eight-Hour Day, Christmas Day, Boxing Day, and all other days proclaimed as public holidays for the State.

16. TRAVELLING ARRANGEMENTS

- 16.1. An employees who is dependent upon a public conveyance when going to or returning from his work and who is required to work overtime commencing or finishing between 1 1.00 p.m. and 6.00 a.m., both times inclusive, shall be provided with conveyance by the employer; provided that the usual means of transport are not available. If such transport is not provided the employee shall be allowed travelling time to the extent of one hour each way at the prevailing rates.
- 16.2. An employee who is required to use their own vehicle to travel to or from a starting or finishing point other than their regular starting or finishing point shall be paid for the distance travelled and shall be paid at the prevailing rate for all time so engaged contained in the Award.
- 16.3. An employee who, as a condition of his employment, is required to use their own vehicle to travel to or from the regular place of employment at irregular hours and at short notice, or to or from a temporary place of employment from the regular place of employment shall be reimbursed the amount as set out in the Award up to a maximum of 25 kilometres per day, Monday to Sunday inclusive. This clause, shall not apply when on annual leave, long service leave, or sick leave in excess of 5 days in any one year or when on workers' compensation under the Workers' Compensation Act 1987.
- 16.4. In lieu of clause 16.1 and 16.3, an employee will receive the payment in item 2 in Table 2.

17. ANNUAL LEAVE

- 17.1. Full Time employees shall be entitled to five (5) weeks or twenty-five (25) working days annual leave per annum after 12 months continuous service (less the period of annual leave) as employee on weekly hiring in any one or more of the occupations to which this Agreement applies.

18. ANNUAL LEAVE LOADING

- 18.1. The loading is the amount payable for the period, or the separate period as the case may be, stated in subclause (iv) at the rate per week of 20 per cent of the appropriate ordinary weekly time rate of pay prescribed by this award for the classification in which the employee was employed immediately before commencing his annual holiday.

19. SICK LEAVE

- 19.1. An employee shall be entitled to ten (10) days sick leave per annum which shall be cumulative.
- 19.2. The employee shall not be entitled to paid leave of absence for any period in respect of which workers' compensation is paid.
- 19.3. Sick leave accumulated under this clause will not be paid out on termination of employment for any reason.

20. ACCIDENT PAY

- 20.1. An employer shall pay and an employee shall be entitled to receive accident pay in accordance with this clause.
- 20.2. "Accident Pay" means a weekly payment of an amount being the difference between the weekly amount of compensation paid to an employee and the weekly aggregate wage to which such employee is entitled in the classification under which the employee is employed at the date of injury or, where the incapacity is for a lesser period than one week, the difference between the amount of compensation and the said award rate for that period.
- 20.3. An employer shall pay the employee accident pay where the employee receives an injury for which compensation is payable by or on behalf of the employer pursuant to the provisions of the appropriate Workers' Compensation Act 1987 as amended.
- 20.4. An employer shall pay accident pay during the incapacity of the employee within the meaning of the said Act until such incapacity ceases, or until the expiration of a period of 52 weeks for the date of injury, whichever event shall first occur.
- 20.5. The termination of the employee's employment for any reason during the period of any incapacity shall in no way affect the liability of the employer to pay accident pay as provided in this clause.
- 20.6. An employee shall not be entitled to payment under this clause in respect of any period of paid annual leave or long service leave, or for any paid public holiday.

- 20.7. In the event that an employee receives a lump sum in redemption of weekly payment under the said Act, the liability of the employer to pay accident pay as herein provided shall cease from the date of such redemption.
- 20.8. Where the employee recovers damages from the employer or from a third party in respect of the said injury, independently of the said Act, the employee shall be liable to repay to his employer the amount of accident pay which the employer has paid under this clause and the employee shall not be entitled to any further accident pay thereafter.

21. BEREAVEMENT LEAVE

- 21.1. An employee shall be entitled to a maximum of three days' compassionate leave without deduction of pay on the death within Australia of the employee's spouse or bona fide domestic partner, mother, father, parents-in-law, brother, sister, child, stepchild, grandchild or grandparents.
- 21.2. On an occasion when an employee travel overseas in connection with the death outside Australia of one of the relatives specified in this clause the employee shall be entitled to three days' leave without deduction of pay, provided that:
- a. the employee gives notice of intention to take such leave as soon as reasonably practicable after the death of such a relative;
 - b. the employee produces satisfactory evidence or proof of death of such relative.
 - c. the entitlement will not apply during a period of paid leave.

22. COMPENSATION FOR LOST OR DAMAGED CLOTHING

- 22.1. In the event of loss damage to the personal effects or clothing of an employee necessary in the course of employment, other than the usual working clothing of such employees, caused by fire, explosion, foundering, shipwreck, collision, stranding or accident in the performance of his duty and where such damage or loss was not caused by the employee's own wilful neglect or default the employer shall compensate the employee for such damage or loss of \$750 per item up to a maximum of \$2000.
- 22.2. Protection from Glare
- 22.2.1. Each employee required to work on a vessel not fitted with efficient devices for the protection of such employee from glare shall be provided with suitable sunglasses, free of cost, by the

employer. Assistants, also engaged from time to time on towing, shall be so provided.

22.2.2. Sunglasses so provided shall be replaced by the employer upon satisfactory evidence that the loss, damage or destruction of the glasses was not caused by the negligence of the employee.

22.2.3. Employees may elect to receive clip-ons for their own spectacles in lieu of such sunglasses.

23.SUPERANNUATION / SALARY PACKAGING

23.1. Superannuation

23.2. Adsteam will provide its permanent employees a superannuation payment at 9% per annum of the SRF Benchmark level. Non-permanent employees are to be paid pro-rata.

23.3. Salary Packaging

23.3.1. If the company and an employee agree in writing to do so, the employee may sacrifice a proportion of salary, not exceeding 25% (including the member's component) of such wage in order to enable the Company to make an additional contribution to the employee's superannuation fund. Such contribution shall be equal to the sacrificed component.

23.3.2. Employees may make an election annually, no later than 30 April to take effect 1 July in the same year.

23.3.3. The employee may cancel the election made under this clause at any time.

24.SETTLEMENT OF DISPUTES

24.1. Subject to the provisions of the Industrial Relations Act 1996, any dispute shall be dealt with in the following manner:

i. Where a dispute arises at a particular job location which cannot be resolved between the employee or the employee's representative and the supervising staff, it shall be referred to the officer nominated by the employer who will then arrange for the matter to be discussed with the Union.

ii. Failing settlement of the issue at this level the matter should be referred to senior management and if

appropriate the assistance of an officer of the relevant employer Organisation requested.

- iii. If the matter remains unresolved it may be referred to the Industrial Relations Commission of New South Wales for conciliation, and where necessary, determination.
- iv. Whilst these procedures are continuing, no stoppage of work or any other form of limitation of work shall be applied.

24.2. The right is reserved to the parties to vary this procedure where a significant safety factor is involved.

25. RECRUITMENT

25.1 Where the company intends to recruit a new employee it will:

- i. Advertise the position (the Union will be advised of this and may identify candidates for consideration)
- ii. Screen and interview applicants;
- iii. Check references and medical fitness for the job;
- iv. Choose the successful applicant on the basis of merit.

25.2. The interview panel shall include a mutually agreed employee from the relevant area of employment where the vacancy exists.

25.3. The Union shall maintain a roster of available labour to fill vacancies, if required.

26. EMPLOYEE DUTIES

26.1. All employees will perform such duties as are directed by the Company, subject to such directions being reasonable, being in accordance with the qualifications of the employee, and consistent with safe practice, relevant regulations, and not contrary to other provisions of this Agreement.

26.2. Employees will comply with the hours of duty, which are set by the roster arrangements to meet operational requirements.

27. MAINTENANCE

27.1. The company will prepare maintenance plans for all craft and equipment following discussion with employees.

27.2. Employees will perform maintenance as required during normal rostered time, Monday to Friday.

28. HEALTH AND SAFETY

28.1. A suitable drug and alcohol rehabilitation scheme will be developed in consultation with the Union. Adsteam and the Union agree to cooperate and encourage any employee who may benefit from such assistance to take advantage of it.

28.2. Employees will perform all tasks, which they are qualified and trained to carry out.

28.3. The company will establish a joint union management committee to examine and implement measures other than as required by OHS&R legislation, to reduce the risk of injury and claims.

29. PHYSICAL EXHAUSTION

29.1. 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 of 10 hours.

29.2. An employee shall at the cessation of the core shift hours, or if required to work past the core shift hours, at the completion of work on the one day, be entitled to a 10 hour break before the commencement of the employees rostered shift on the next subsequent day.

29.3. In the event that the employer required the employee to work outside the provisions of this clause the employer shall give the employee a 10 hours break at the first opportunity.

29.4. The parties agree to monitor physical exhaustion. In the case of employees going beyond 16 hours duty on a more than irregular basis, the parties shall consult to resolve the issue.

30. INDUSTRIAL AND PROTECTIVE CLOTHING

30.1. Protective gear and industrial clothing will be worn at all times whilst maintenance, towage, fuelling and other jobs are being undertaken. Industrial clothing will be provided in accordance with the following tables:

i. Caltex Provided

<u>Item</u>	<u>Number</u>
Shirts	Five*
Trousers	Five*

*Overalls may be provided in lieu

ii. Adsteam provided:

Item	Number
Shirts (Non-Nomex)	Two
Shorts (Non-Nomex)	Two
Overalls	Two
Hat	One
Boots	One
Jacket (warm)	One
Safety Helmet	One
UV Lotion	To be supplied
PFD	To be supplied

- 30.2. These items will be replaced upon production of evidence that they are worn out. 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 due to negligence on the part of the employee.
- 30.3. Appropriate industrial clothing shall be provided to casual employees while engaged in the performance of work.

31. REVIEW OF AGREEMENT

- 31.1. The parties to this Agreement shall meet at least annually to perform an operational review of this Agreement.

32. RENEGOTIATION OF AGREEMENT

- 32.1. The parties shall commence negotiations for the new Enterprise Agreement no later than March 31, 2006.

33. UNION MEETINGS

- 33.1. Two, four hour paid stop work meetings shall be allowed each year. The shop committee shall consult with management at least 48 hours before each meeting to allow management to advise customers, where necessary. Meetings shall be arranged to avoid any disruption to shipping.

34. SIGNATORIES

Signed for and on behalf of:

Adsteam Harbour Pty Ltd

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In the presence of:

.....

Dated this day of....., 2004

Signed for and on behalf of:

Seamens' Union of Australia – NSW Branch

.....

In the presence of:

.....

Dated this day of....., 2004