

REGISTER OF  
ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA97/106

TITLE: "Amorena" (Crew) Enterprise Bargaining Agreement 1996 -1998

I.R.C. NO: 97/2352

DATE APPROVED/COMMENCEMENT: 29 May 1997 and commenced from beginning of the first pay period on or after 19 July 1996

TERM: Expires 19 July 1998

NEW AGREEMENT OR  
VARIATION: New

GAZETTAL REFERENCE:

DATE TERMINATED:

NUMBER OF PAGES: 7

COVERAGE/DESCRIPTION OF

EMPLOYEES: To apply to Motor Man and Deckhand

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



# INDUSTRIAL RELATIONS ACT 1996

This Enterprise Agreement has among its objectives -

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

## 1. TITLE

This certified Agreement shall be known as the "Amorena" (Crew) Enterprise Bargaining Agreement 1996-1998.

## 2. ARRANGEMENT

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## 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").
- 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 1996 and shall remain in force until 19 July 1998. Negotiations, which may lead to a new Agreement shall commence no later than 19 May 1998.

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]. Provided that where there is an inconsistency between the Agreement and the relevant 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 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
- (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 13.

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.
- (c) The concept of roster systems.

8. **REMUNERATION AND RATES OF PAY**

Increases to the rates of pay will be on the basis of a 5% increase to apply to all classifications from the beginning of the first pay period to commence on or after 19 July 1996 as detailed in annexure "A". A further 5% increase will apply from the beginning of the first pay period to commence on or after 19 July 1997 as detailed in Annexure "B".

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 the employee shall perform those duties provided proper training in the use of such tools and equipment has been given.

Work, including the use of tools and equipment, in accordance with clause shall be consistent with the employer's responsibilities to provide a safe and healthy working environment.

11. **RELIEF FOR SICK LEAVE/WORKERS COMPENSATION**

- (a) If an employee rings in sick, or suffers an illness or injury whilst at work, the barge will continue to load cargo until a casual can be put aboard. In a case when the barge is bunkering a ship and an employee goes sick or on workers compensation the job will continue until a casual relief can be put aboard.
- (b) It is agreed however that on days when the barge has no work requirements, no reliefs will be used to replace an employee who is on sick leave, or workers compensation.

12. **RELIEFS FOR ANNUAL AND LONG SERVICE LEAVE**

- (a) It is agreed that on days when the barge has no work requirements, no reliefs will be used to replace an employee who is on annual or long service leave.



13. **DISPUTE SETTLEMENT PROCEDURES**

The following dispute settlement procedures 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 of executives.

14. **PAYROLL PROCEDURES**

It is agreed a fortnightly payroll processing will continue.

15. **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.

16. **INDUSTRIAL CLOTHING**

The parties agree the following provision of industrial clothing 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

**ANNEXURE 'A'**

**RATES OF PAY (Per Week)**



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

Motor Man .....	\$ 522.20
Deckhands .....	\$ 508.50

with effect from the first pay period to commence on or after 19 July 1996.

**ANNEXURE 'B'**



**RATES OF PAY (Per Week)**

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

Motor Man .....	\$ 548.30
Deckhands .....	\$ 533.90

with effect from the first pay period to commence on or after 19 July 1997.



SIGNED FOR AND ON BEHALF OF:

SEADO PTY LTD

*Peter K. Fiedler*

DATE:

*21-3-97*

SEAMEN'S UNION OF  
AUSTRALIA, NEW SOUTH  
WALES BRANCH

*Jennett*

DATE:

*20.03.97*

CI: MUA.EBA