

**REGISTER OF  
ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO: EA97/108**

**TITLE: MV Wallarah MUA Seafaring Employees Enterprise Agreement 1996**

**I.R.C. NO: 97/1906**

**DATE APPROVED/COMMENCEMENT: 29 April 1997 and commenced from 1 October 1996**

**TERM: Expires 30 September 1998**

**NEW AGREEMENT OR  
VARIATION: New**

**GAZETTAL REFERENCE:**

**DATE TERMINATED:**

**NUMBER OF PAGES: 24**

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES: To apply to Seafaring employees on board MV Wallarah employed as Chief IR, Caterer Cook, Caterer Steward and Integrated Rating**

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





6 February, 1997

STRICTLY CONFIDENTIAL

M.V. WALLARAH  
MUA SEAFARING EMPLOYEES  
ENTERPRISE AGREEMENT 1996





**COAL OPERATIONS  
AUSTRALIA LIMITED**

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**1. PARTIES TO THE AGREEMENT**

Coal Operations Australia Limited  
167 Macquarie Street, Sydney NSW 2000

and

Seafaring employees employed on board "MV Wallarah" members of the Seaman's Union of Australia, New South Wales Branch.

NB: This is the registered state union which is referred to in the NSW State Collieries Award 1991. Where references are made in this document to Maritime Union of Australia (MUA) then all such references shall be taken to refer to the Seaman's Union of Australia New South Wales Branch.

**2. TITLE**

The Agreement shall be known as the "MV Wallarah" MUA Seafaring Employees Enterprise Agreement 1996.



**3. OBJECTIVES AND INTENTIONS**

The objectives of this Agreement are:

- (i) To meet the operational requirements of the Company in relation to the vessel "MV Wallarah" in a safe, productive and efficient manner.
- (ii) To maintain harmonious relations between the Company, its seafaring employees and the MUA.
- (iii) To ensure at all times that work is done in the most flexible and cost effective manner.
- (iv) To ensure continued viability of the Company's shipping operations and as a consequence employment security for its seagoing staff.



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#### 4. REMUNERATION

(a) Aggregate Rates of Pay

Aggregate rates of pay shall be as follows to be paid on or from the first pay period from

|                   | Base Current<br>Salary | 01/10/96 [8.0%] | 01/10/97 [7.0%] |
|-------------------|------------------------|-----------------|-----------------|
| Chief IR          | \$49,833 pa            | \$53,820 pa     | \$57,587 pa     |
| Caterer Cook      | \$49,833 pa            | \$53,820 pa     | \$57,587 pa     |
| Caterer Steward   | \$49,833 pa            | \$53,820 pa     | \$57,587 pa     |
| Integrated Rating | \$46,782 pa            | \$50,525 pa     | \$54,062 pa     |

- (b) The amounts payable to an employee pursuant to this clause shall constitute the whole of an employee's remuneration, to take account of all aspects and conditions of employment unless otherwise provided for in this Agreement covering 7 days per week in the industry both general and particular. No additional or other payment shall be payable in respect of overtime or any other penalty disability of any kind to any other condition of employment whatsoever and shall be deemed to include hardlying and collier allowances.

Also included in the aggregate wage are:

- Work performed on maintenance at the vessel berth when at Catherine Hill Bay.
- Carrying out split discharges at Kooragang Coal Terminal and Port Waratah Coal Terminal on any individual voyage.
- Any payments previously made to crew when vessel drydocking.

No additional payments shall be made with respect to any of these operations.



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- [c] As a consequence of the determination of the mediator, on implementation of that decision by virtue of the 24 hour operation of the vessel, the new manning shall be introduced and the salaries operating at that time increased by a further 5%.
- [d] These increases take account of any increases that might otherwise be available as a result of National Wage decision or decisions of the Commission during with or respect to the term of this Agreement.

**(c) Telephone Rental and Travelling**

Allowance:       \$4,510 (Sydney)  
                      \$3,982 (Newcastle)



Allowance paid as reimbursement for telephone rental and all inclusive travelling costs incurred relating to "MV Wallarah".

These allowances shall be reviewed annually to operate from 1 January and will be varied by movements in the CPI index.

- (f) (i) An employee shall be paid at the rate of the annual aggregate salary specified hereabove appropriate for an employee's classification.
- (ii) An employee shall be paid weekly by means of a direct deposit transfer into a nominated bank account.
- (iii) The rates of salary payable weekly shall be at one fifty second of the annual aggregate salary.
- (iv) A payment advice detailing amounts due and leave entitlements shall be provided to the employee weekly.
- (v) Payment for additional days not comprising a complete week shall be paid at one seventh of the weekly rate.



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## **5. HOURS AND DUTIES**

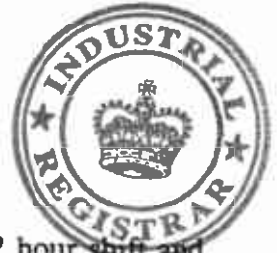
- (a) Vessel will be fully operational on the following basis:
- There will be a continuous operation carried out on a 24 hour basis which will be 7 days per week and 365 days per year.
  - Crews on duty swing will ordinarily work 12 hours on 12 hours off over their duty cycle (Schedule A which will be finalised by Company and Shipboard Management Committee prior to certification). When operations are affected by extraordinary factors then all parties will be fully flexible in the application of this clause.
  - When external factors such as weather prevent normal operations then crew on each shift will be required to work an 8 hour day (exclusive of meal breaks) subject to operational requirements being met and agreement of the shipboard management team. All parties to the Agreement are committed to provide a fair and equitable distribution of work on board and will monitor this process through the shipboard management team.
  - The shipboard management team will ensure that all operational requirements of the vessel are met.
- (b) An employee shall carry out such duties and shall work such hours in excess of or outside ordinary hours of duty as may reasonably be required to work to enable the vessel to be operated and to be maintained in accordance with the reasonable requirements of the Company.
- (i) Except as provided for in this Agreement, every employee shall be available for duty in accordance with the provision of this clause at any time at sea or in Port and shall not be entitled to any additional payment for any excess over the ordinary length of duties in a day or outside ordinary hours of duty.
- (c) All crew members will assist as necessary to ensure operational requirements are met and all reasonable instructions are followed.

This will include all crew members assisting in mooring/unmooring duties and sailing shorthanded when this is required.



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(d) Meal Breaks and Catering

The caterer will be required to prepare three meals in each 12 hour shift and normally there will be two one hour meal breaks in each 12 hour shift which may be varied by the Master where necessary, to meet operational requirements. The shipboard management team will determine when normal meal breaks shall be taken.

The Caterer/Cook meal breaks will be taken in conjunction with the operational requirements of the vessel and the Caterer/Steward will assist the Caterer/Cook in the catering department when assistance is required.

**6. AMENITIES AND QUARTERS**

Crew members will be responsible for the cleanliness of their quarters and to assist the Caterer/Steward with amenities and recreational areas.

**7. LEAVE**

- (a) Every employee shall be entitled to accrue intervals of leave from the vessel without loss of pay at the rate of 1.167 intervals of leave for each day of duty on board the vessel during employment. The said rate of accrual shall be deemed to include annual leave and gazetted holidays.
- (b) Regularly rostered leave shall be taken in accordance with Schedule A.
- (c)
  - (i) If employment is terminated before the time within which the Company is required, pursuant to subclause (a), to grant leave, the employee shall be entitled to be paid at the ordinary pay for the full number of days accrued at the said rate of 1.167 days leave for each day worked.
  - (ii) For the purpose of this subclause a day's pay shall be one seventh of the weekly rate of pay.
- (d) If on any day an employee declines to work or is not required to work by the Company while on rostered duty, such employee will be debited with leave against the 0.167 leave entitlement. For the purposes of debiting leave, a days' leave will be 24 hours free of duty.
- (e) Leave entitlements can be taken at any time with prior approval of the Company.





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## **8. SYDNEY HOME PORTERS**

- (a) With the introduction of the Enterprise Agreement, and the changes to a new Rostering system brought about by the 24 hour operation of the vessel, special arrangements shall apply to crew members who are designated as Sydney Home Porters.
- The Company accepts that various solutions may apply in achieving agreement.
  - The MUA accepts agreement will only apply to current designated Sydney Homeporters.
- (b) As part of these new arrangements being implemented, the parties agree that as from the date of the implementation of the Agreement any new recruitment or replacements will only occur with Newcastle home porters. Such recruitment includes new employment which arises from the implementation of this Agreement.
- (c) Newcastle Homeporters who reside at considerable distance from Newcastle berths and who genuinely seek and will use Company provided shore accommodation during their duty periods, will be considered in these discussions.

## **9. SICKNESS AND ACCIDENT**

In the event of an employee suffering sickness or accident of the kind referred to in section 127 and 132 of the Navigation Act in circumstances where an owner of a ship would, under these sections, be required to continue payment of wages, the employee shall be paid the aggregate wage rate prescribed in Clause 4 of this Agreement in accordance with the said sections and thereafter he shall be paid in accordance With the provisions of New South Wales Compensation Act 1987, as amended.

## **10. MANNING**

Following the determination of the private mediator (Attachment 1), the revised manning for MUA crew members shall be as follows on introduction of the 24 hour/ 12 hour operation of the vessel. In the interim the current manning shall continue.



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|                    |                         |
|--------------------|-------------------------|
| Chief IR           | 1 [ currently 1]        |
| Caterer/Cook       | 1 [ currently 1]        |
| Caterer/Steward    | 1 [ currently 1]        |
| Integrated Ratings | <u>4 [ currently 5]</u> |
| Total              | <u>7 [ currently 8]</u> |

There shall be complete flexibility under these manning arrangements and all demarcations shall be eliminated.

Following the determination of the mediator, the parties have accepted the outcome of and agree the determination resolves finally MUA manning for the vessel in the current trade.

**11. SAILING SHORTHANDED**

- (a) Should an employee or employees be absent at the time of departure, the crew may be required to go to sea shorthanded, if in the opinion of the Master it is safe to do so.
- (b) When crew members sail shorthanded no additional monies shall be paid.

**12. INDUSTRIAL/PROTECTIVE CLOTHING**

- (a) The issue which shall apply for the period of the Agreement shall be as follows:

The Company will supply to MUA crew members -

- 2 issues work gear (which may be 2 pairs overalls or two shirts and pants)
- 1 jumper
- 1 jacket
- 1 pair safety boots



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MUA and Company will finalise further detail

Replacement will be on the basis of fair wear and tear.

- (c) All industrial/protective clothing shall have the Company logo affixed.
- (d) Wet weather gear shall be supplied as required to meet the needs of the job.
- (e) The shipboard management team will be responsible for resolving any matters which may arise during the term of the Agreement, concerning clothing issues.

**13. TERMINATION OF EMPLOYMENT**

By the Company

- (a) A seafaring employee, under this Agreement, whose employment is to be terminated shall be given not less than 24 hours notice either at sea or in the Port of Newcastle. Same notice may be given by the Master or the officer-in-charge on behalf of the Company and may be given orally or in writing.
- (b) An employee may be given notice pursuant to this clause at any time including when he is on or is about to go on leave of any kind whatsoever and the period of notice shall in such case run during the period of leave.
- (c) By agreement between the employee, the union and the Company, an employee whose ship is decommissioned for a period of six weeks or less shall not have his employment terminated by the Company for the reason that the ship has been decommissioned; provided that it is possible to arrange for the employee to do suitable work on the ship during such part of the decommissioning period as is not covered by leave. For this purpose the employee may be required to take leave in advance to the extent of fourteen intervals of leave.
- (d) Notwithstanding anything herein before contained, in the event of a vessel going out of commission owing to any strike, ban, limitation, or restriction upon the performance of work by any of the ship's crew, the Company's obligation in respect of notice of termination shall be, in any case where the nature and period of employment would otherwise require longer notice under the Award, limited to four weeks notice.



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- (e) Nothing in this clause shall affect the right of the Company to dismiss an employee summarily at common law or in the following circumstances:

#### **Dismissal**

If any employee be guilty of misconduct on the vessel, or otherwise, in relation to his employment, or if he refuses to obey a lawful order, the Master, or in his absence the officer-in-charge, may dismiss him instantly if the vessel is in port, or if the vessel is at sea may log him and dismiss him on arrival at the Port of Newcastle, and the employee shall thereupon cease to be entitled to any accrual of leave in respect of one day of duty. Misconduct shall include any ground upon which the Company may summarily dismiss an employee at common law.

#### **By the Employee**

An employee who desires to terminate his employment shall give not less than 24 hours notice to the Master or officer-in-charge of the vessel. Such notice may be given either at sea or in the Port of Newcastle provided that:

- (i) Any such notice purporting to expire on a day when there is no pick-up in the Port of Newcastle shall not expire until the first of such pick-up days.
- (ii) Any such notice must be given so that it will operate as a discharge before the vessel leaves the Port of Newcastle.
- (iii) In order to prevent the unnecessary tying-up of ships, no notice of termination of employment shall, except by mutual agreement, operate to discharge or release the employee on any day fixed for sailing when there is no pick up in the port that day.

#### **Wrongful Discharge**

If an employee is discharged otherwise than in accordance with the Navigation Act 1912 as amended, the terms of his agreement or with the provisions of this agreement without fault on his part justifying that discharge and without his consent, he shall be entitled to receive from the Company in addition to any remuneration he has earned, compensation not being less than four weeks salary and may recover that compensation as if it were salary duly earned.

If the employee is so discharged elsewhere than at the port of discharge mentioned in the agreement, he shall be entitled to all the benefits of the



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provisions of the award applicable to the discharge of an employee at any port other than his home port.

Regard shall be had to the provisions of this clause in any application by, or on behalf of, an employee for reinstatement.

#### **14. DISPUTE SETTLEMENT PROCEDURE**

**(a) When an industrial matter arises:**

- (i) The delegate shall first approach the Master of the vessel and advise him of the specific nature of the problem or request. All reasonable efforts shall be made to resolve industrial or operational problems on board the vessel. Careful attention shall be paid to such problems to ensure that frustration's do not develop.**
- (ii) If any matter cannot be resolved under paragraph (i).**
  - the Master shall immediately, whether at sea or in port, advise the appropriate Company representative;**
  - the delegate shall immediately, whether at sea or in port advise a Newcastle branch official of the MUA;**
  - the Newcastle branch official and the appropriate officer of the Company will take all reasonable steps to achieve the resolution of the problem; and**
  - should the Newcastle branch official not be immediately available, then the matter should be referred to the Federal Office who will nominate the union official to deal with the matter.**
- (iii) If any problem then remains unsolved under paragraph (ii) the Newcastle branch official and the Company representative, shall respectively and without delay refer it to the National Secretary of the MUA and senior Company Manager who will confer and endeavour to achieve a resolution.**
- (iv) In the case of a matter arising at federal level, the National Secretary of the MUA and the senior Company Manager shall discuss the matter and endeavour to settle it.**



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- (v) If the matter remains unresolved, it shall be referred to the NSW Industrial Relations Commission for determination.
- (vi) The Company, the MUA and employees affirm that the provisions of this clause are designed to ensure that all claims, issues and disputes are resolved as soon as practicable. It is the intention of the parties that work shall continue pending a resolution or determination in accordance with the provisions of this clause of any matter in issue (including period of non-availability of Union executives).
- (b) It is essential that where an industrial matter arises that the issues and the reasons for and against are accurately defined and recorded by all concerned to ensure that ambiguities do not arise. Prompt and careful consideration shall be given to all claims, requests and industrial questions and reasonable time allowed to enable proper investigations to take place in order to satisfactorily resolve the problem.
- (c) The provisions of this clause shall not effect in any way any other rights and duties of any party to this Agreement pursuant to the NSW Industrial Act or any other act or at common law in relation to any matter.



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## 15. MOORING/UNMOORING

- (a) Mooring[Unmooring of the vessel shall at all times be carried out in the most flexible and safe manner as a team.
- (b) All crew members will participate in mooring/unmooring as necessary to ensure the safety of the vessel.

## 16. RECRUITMENT

Where the Company needs to recruit employees it shall Continue to observe the current arrangements of utilising the Seafarers engagement system. Should that system cease to operate during the term of this Agreement then the parties shall confer on alternative arrangements.

## 17. OCCUPATIONAL HEALTH, SAFETY, ENVIRONMENT AND REHABILITATION

Coal Operations Australia Limited has committed itself to the following policy and it forms an integral part of this Agreement for all parties to follow.

It is the right of every employee to leave the workplace in as healthy a condition as when he or she arrived.

Coal Operations Australia Limited accepts its responsibility for providing and maintaining a soundly based Occupational Health, Safety, Environment and Rehabilitation Programme, aimed at protecting this right.

It is the responsibility of all Managers and supervisory staff and all employees at each work location to ensure that safety policies, procedures and rules are understood and enforced to ensure a safe working environment.

All employees are responsible to themselves and their fellow workers to work safely, to report hazards and to be constantly aware of the potential for accidents to occur.

The Company believes that health, safety and the environment go hand in hand with productivity. A safety conscious attitude by employees at all levels will lead to a safe, productive environment for the benefit of all.



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During the term of this Agreement the parties will confer and ensure the continuous operation of the Occupational Health, Safety, Environment and Rehabilitation Programme. This will include consideration of the International Safety Maritime code.

### Environmental Policy

Coal Operations Australia Limited is committed to the principles of sound environmental management at all mine sites and facilities.

This commitment therefore requires the application of strict environmental safeguards in all of our coal mining, processing and transportation operations. Compliance with environmental legislation is mandatory.

Management is responsible for ensuring that all employees are informed of legislative requirements and for providing the means with which to achieve compliance.

It is the responsibility of Company employees to ensure that all operational practices are conducted in an environmentally sound manner and that breaches of environmental standards are promptly communicated to management.

Adherence to the Policy will enable production goals to be achieved whilst upholding the objectives of compliance with environmental legislation and achievement of a standard of environmental excellence.

## **18. CONSULTATION**

- (a) The shipboard management team which is representative of all departments, shall continue to meet on a regular basis.
- (b) Outcomes from team meetings shall be discussed with the Company's shipping manager who shall attend meetings as necessary.
- (c) The shipboard management team provides an open forum for all seagoing team members to contribute to the safe, productive and efficient operation of the vessel. It also enables the Company and seagoing team members to meet and exchange relevant information.





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## **19. AWARD RELATIONSHIP**

- (a) The Agreement shall interface With the Colliers (State) Award as varied. Where the Agreement is silent the Award shall apply.
- (b) Where terms and conditions of this Agreement are inconsistent with the provisions of the Colliers (State) Award as varied to date, then the terms and conditions of the Agreement shall prevail.

## **20. NO EXTRA CLAIMS**

It is a term of this Agreement that the employees and the Union party, [MUA] will not pursue during the currency of this Agreement any extra claims, award or overaward, except where consistent with the principles determined by the New South Wales Industrial Relations Commission.

## **21. TERMS OF THE AGREEMENT**

The Agreement will operate on and from 1st October 1996 and shall remain in operation for a period of two years from that date with an expiry date of 30<sup>th</sup> September, 1998.

## **22. RENEGOTIATION OF AGREEMENT**

It is a term and condition of the Agreement that a renegotiation of this Agreement shall commence not later than three months before this current Agreement expires.



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### **23. LEAVE RESERVED**

- (a) Leave is reserved to either party to the Agreement to raise the issue of severance pay which at present is not under consideration, if the matter arises during the term of the Agreement.
- (b) Leave is reserved to the MUA to discuss with the Company during the term of this Agreement, superannuation contributions to the Seafarer's Retirement Fund based on salaries provided in this Agreement.
- (c) Leave is reserved to the MUA to discuss with the Company any changes to the NSW Workers Compensation Act concerning journey provisions that may alter during the term of this Agreement.



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## **24. ATTACHMENT 1 - DETERMINATION OF MEDIATOR**

I've been asked to mediate in a matter concerning the manning of AW Wallarah involving members of the Maritime Union of Australia (MUA).

The parties concerned are the MUA and the company that operates the vessel, Coal Operations Australia Limited (COAL). The Union is represented by its Newcastle Joint Secretary, Mr L Steen, and the Company by Mr G Schott of Macquarie Human Resources and Mr P O'Grady, Manager of Shipping, COAL.

I have conferred with the parties both separately and jointly and both parties have unreservedly agreed that my decision will be final and binding.

MV Wallarah is a vessel that is presently engaged solely in the transportation of coal from Catherine Hill Bay to Newcastle. She is of 5,500 tonne D.W.T. capacity and is about ten (10) years old. Considering her age and the trade she is in, Wallarah is in prime condition and has been maintained splendidly. Currently she does one trip daily.

Some three to four years ago the company then managing Wallarah, Coal and Allied, sought a reduction in manning in line with a general Maritime Industry move to restructure crews. This took into account improved training and multiskilling designed to develop greater productivity and make Australian crews more competitive.

At that time the Company sought a reduction of MUA members from a total of ten (10) to a total of six (6). There was in fact a reduction to eight (8) with the Company indicating its intention to further pursue the matter at a later date when its plans for the future operations became clearer.

The Company has now decided that in a short while coal output will be doubled and so will the necessity for its transportation. The Company has indicated that it wishes to continue its maritime operation, provided that it is commercially viable. It now seeks to reduce the number of MUA personnel on Wallarah to the six (6) previously mentioned.

The current MUA manning is:

- 1 Steward
- 1 Cook
- 6 Integrated Ratings

On the basis of one crew operating and another crew on leave.  
COAL sees as appropriate for its new operation a MUA manning of.



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- 1 Cook
- 5 Integrated Ratings

The Union is opposed to any change.

In support of its proposition COAL says it will double the vessel's trading pattern to two trips per day from Catherine Hill Bay to Newcastle and will also double the number of crews to four. That is two crews operating - one for each trip - and two crews on leave. COAL says its proposition will mean an overall increase of MUA personnel from sixteen (16) to twenty-four (24). So there would be no question of redundancies.

The MUA argues that any reduction in operational manning could constitute a possible safety problem. It could also mean an overload of work on those who remain.

Together with Mr Steen, Mr Schott and Mr O'Grady I did a complete voyage on Wallarah. I closely observed all operations, including tying-up and letting-go, especially on the after-end where the proposed redundancies would have most effect. I took the opportunity, also, to discuss matters with members of the crew.

I disagree entirely with the proposal to eliminate the Steward. It appears to me that he plays an important role in maintaining the efficient running of the vessel and in any case his duties are not confined to servicing the needs of MUA members. His functions include duties of a more general nature and obviously these duties are carried out to the satisfaction of the whole crew.

However, I am satisfied that the operation of the vessel could adequately and safely be performed by a minimal reduction in MUA members. If anything the Steward's duties could be extended marginally to assist his shipmates in times of stress. It has long been a practice in the Maritime Industry for catering staff members to assist in berthing and unberthing operations where required.

I am also of the opinion that where MUA members are reduced, duplication of non-essential duties should be removed. For example, in discussions with the seamen it was mentioned that three (3) men are required to be in attendance when the ship is discharging. They contend this could safely be reduced to two (2).

Being well aware of all the implications my decision is that the MUA manning of MV Wallarah be:

- 1 Steward
- 1 Cook
- 5 Integrated Ratings



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This manning is to continue for the duration of the Wallarah's new trading pattern of two trips per day. I also recommend that the Steward undergo some basic on-board training to enable him to assist the seamen as previously outlined.

My view is that current MUA duties on the vessel can be satisfactorily performed with the reduced manning I have determined.



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**SIGNED FOR AND ON BEHALF OF  
COAL OPERATIONS AUSTRALIA LIMITED**

*R. Evans*

*Plant Manager*  
Title

Witnessed by:

*[Signature]*

**SIGNED FOR AND ON BEHALF OF  
SEAMAN'S UNION OF AUSTRALIA  
NEW SOUTH WALES BRANCH**

*Robert Brown*

*Secretary - Seaman's Union of Australia -*  
Title *NSW BRANCH.*

Witnessed by:

*W. Judd*



**COAL OPERATIONS  
AUSTRALIA LIMITED**

**MV WALLARAH MUA SEAFARING EMPLOYEES ENTERPRISE AGREEMENT:  
6 February, 1997**

**ATTACHMENT A- ROSTER ARRANGEMENTS**



*see attached transcript  
(p. 3 of 29.4.97) iAKN.*

**ATTACHMENT "B"**

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**Signatories to the document are:**

**Mr P. O'Grady  
Shipping Manager  
Coal Operations Australia Limited**

**and**

**Mr A. Papaconstuntinos  
Joint National Secretary  
Maritime Union of Australia**

**Signatures witnessed by Company and Union personnel.**





MURPHY: Deputy President, the roster arrangements will be completed before continuous operations start and what I would suggest at that point in time we might file a supplementary document which would replace that attachment A and spell out in some detail the rostering arrangements that have been arrived at. Basically they would provide for 12 hours on and 12 hours off in a continuous operation but the finite details of those have yet to be completed.

HIS HONOUR: Yes, it is more in the form of a leave reserved at the minute?

MURPHY: That is so but it is very conditional upon the continuous operation coming into effect which I understand will be later on in the year and ensuring that those roster arrangements meet the needs of the vessel and its operation and complementary to that is the fact that there will be additional payments and manning when that... and changed manning once that rostering arrangement is entered into but certainly it would be a leave reserved matter at this stage.

HIS HONOUR: I think you either have to leave it out with your comments on transcript today and come back when you have the detail or put something there which indicates to the uninformed reader that it is an issue that the parties are continuing to resolve and will amend the agreement at some point in time.

MURPHY: Well if I might put on transcript, Deputy President, that we would subject to what Mr Steen said... we would reserve this matter until it is completed and then seek to have it included in the document at a later stage.

HIS HONOUR: Yes, thank you.

MURPHY: Thank you Deputy President.

HIS HONOUR: Mr Steen.

STEEN: Thank you your Honour. What Mr Murphy says the union is in full agreement with... the agreement... we do have agreement and we also would seek its ratification this morning.

HIS HONOUR: Yes, thank you Mr Steen. I am satisfied that the agreement as filed meets the requirements of the legislation and the wage fixing principles.

The agreement is made in the terms of the application with the notation in respect to appendix A as described by Mr Murphy in transcript today. I will deal with that in my decision approving the certified agreement and wish the parties well in their discussions in respect to those matters. The proceedings are so concluded.

MATTER IRC 1906 OF 1997 CONCLUDED