

**REGISTER OF  
ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO: EA01/190**

**TITLE:** Baystar Marine Services Pty Ltd Port Botany Enterprise Agreement

**I.R.C. NO:** 2000/2730

**DATE APPROVED/COMMENCEMENT:** 31 May 2001

**TERM:** 18 months

**NEW AGREEMENT OR  
VARIATION:** New

**GAZETTAL REFERENCE:** 29 JUNE 2001

**DATE TERMINATED:**

**NUMBER OF PAGES:** 11

**COVERAGE/DESCRIPTION OF EMPLOYEES:** Applies to all employees engaged with the Marine Motor Drivers, Coxswains, &c. (State) Award located at Baystar Marine Services Pty Ltd in Port Botany.

**PARTIES:** Baystar Tanker Services Pty Ltd -&- The Seamen's Union of Australia, New South Wales Branch



**Baystar Marine Services Pty. Ltd.**  
**Port Botany**  
**Enterprise Agreement**

**Part A - Introduction**

1. This Agreement shall be known as the Baystar Marine Services Pty Ltd Port Botany Enterprise Agreement.

The Agreement is made between:

- Baystar Marine Services Pty Ltd (Baystar)

and

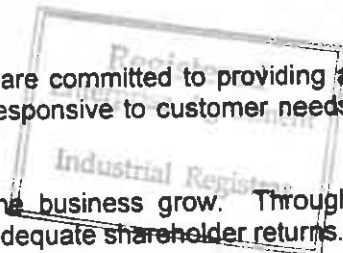
- The Seamens' Union of Australia - New South Wales Branch (SUA)

and applies on behalf of the SUA members in respect of tanker services and launch operations carried out by the company in Port Botany.

2. This Agreement shall be read in conjunction with the Marine Motor Drivers, Coxswains, &c. (State) Award ("the award") and shall cover the operations of Baystar Marine Services Pty Ltd in Port Botany. To the extent of any inconsistency between the award and this Agreement the latter, to the extent of any inconsistency, shall prevail.
3. This Agreement supersedes all other Awards written or oral, registered or unregistered with the exception of any prevailing statutory rights the terms and conditions of employment of the employees covered by this Award shall be solely contained in this Agreement and the award.
4. This Agreement shall take effect on and from the date of certification and remain in force until 30 November 2002.

**Part B - General Principles**

1. Baystar, its employees and their union, the SUA, are committed to providing a tanker and a small tug service which is flexible, responsive to customer needs and which is cost effective.
2. All the parties are jointly committed to seeing the business grow. Through growth, income and job security will follow, as will adequate shareholder returns.
3. Baystar is also committed to reducing the amount of physical exertion required in hauling fuel lines. During the life of this Agreement Baystar will discuss with its workforce ways to do this. The parties commit themselves to work co-operatively in implementing the outcome of these discussions.
4. The company with the active participation of its employees wants to expand its business in and around Port Botany. It wants to build upon the boat handling skills of its workforce. The introduction of any new work will follow after consultation with the employees and their union as will a review of employee numbers.



5. The company undertakes not to compulsorily retrench any employee during the life of this Agreement subject, of course, to the present level of business remaining 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**

**1. Remuneration**

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:

1.1 for all long service leave entitlements,

1.2 for all annual holidays

**Table 1 - Rates of Pay**

Classification	Current rate per week \$	Amount effective from 1/12/00 per week \$	Amount effective from 1/12/01 per week \$
Coxswain Engineer (Master V MED III)	633.00	652.00	671.50
Deckhands (GPH)	586.00	603.60	621.70

**Table 2 - Other Rates and Allowances**

Item No.	Brief Description	Current rate per week \$	Amount effective from 1/12/00 \$	Amount effective from 1/12/01 \$
1.	Disability	1.30 per week	1.35 per week	1.40 per week
2.	Car Allowance	8.85 per day	9.19 per day	9.56 per day
3.	Telephone	3.40 per week	3.51 per week	3.65 per week
4.	Employees required to do fitters work*	17.78 per hour	18.49 per hour	19.23 per hour

\* Masters required to do fitters work within their ordinary hours will remain on their ordinary rate of pay.

\* Deckhands will be paid at the fitters' rate of pay on an hourly basis.

\* Payment will commence from time booked until the cessation of the fitting work. During ordinary hours minimum payment of one hour will prevail. During overtime hours provisions of Clause 6 Overtime will apply.

1.3 **Casual Employees:**

1.3.1 Casual employees shall be paid at the rate of ordinary time plus 25 percent per hours for all work done within the ordinary hours prescribed in Clause 3, Hours. 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.

1.3.2 For all work performed on Sundays the rate shall be double time plus 25 per cent. For all work performed on public holidays the rates shall be double time and a half, plus 25 per cent.

1.3.3 Where 5 consecutive hours or more are worked on any one day, one hour shall be allowed for a meal and if not allowed shall be paid for at the rate of double time.

1.3.4 The minimum period of engagement of a casual employee shall be as for four hours' work.

2. **Employment Levels**

2.1 The company and the employees will jointly revise the current roster arrangements to take into account the operational requirements.

2.2.1 It is agreed that the number of employees employed at the date of the ratification of this Agreement shall be nine in Port Botany for all operational duties.

3. **Hours**

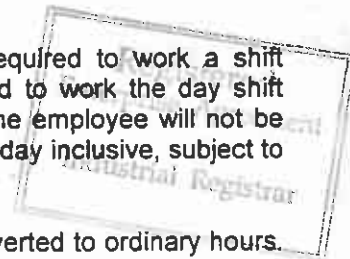
3.1 Subject to sub Clause 3.2 below, the ordinary hours of work shall be seven consecutive hours, Monday to Friday, inclusive, between 7.00am and 3.00pm (exclusive of a meal interval if allowed), but shall not exceed thirty-five hours per week without payment of overtime.

3.2 Notwithstanding subclause 3.1 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.

All hours worked will be paid at overtime rates then 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.

3.3 One rostered day off per month, non-accumulative, shall be granted in lieu of meal monies.

3.4 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.



4. **Rosters**

4. Night shift: Hours of duty

- 4.1 If there is no ship moored at the sub-berth during a period in which an employee is rostered for night shift duty, and as such is not required to work, that night shift employee will attend work from 0700 hours to 1100 hours Monday to Friday excluding Public Holidays. The nightshift employee will only be in attendance outside of these hours in the case of necessary operational requirements. In the case where a nightshift employee attends from 0700 hours to 1100 hours the payment for that day will be calculated as 7 hours at ordinary time.

If a ship is at the sub berth the night shift employee will work from 1800 hours to 0600 hours, except in the case where the service provided by the employee is not required by the customer.

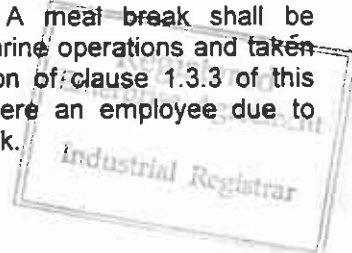
4.2 Long day shift: Hours of duty

If there is no ship at the sub berth the employees named as Long dayshift on the roster will attend work from 0700 hours to 1500 hours.

If a ship is at the sub berth the Long dayshift employees will attend work from 0600 hours to 1800 hours, except in the case where the service provided by the employee is not required by the customer for that span of hours, then the employee will attend work up until the work is cancelled and in any case not cease work before 1500 hours.

5. **Meal Breaks**

- 5.1 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. With the exception of clause 1.3.3 of this agreement, no penalty payment shall be made where an employee due to operational requirements is unable to take a meal break.



6. **Overtime**

- 6.1 All time worked on Sunday, shall be paid for at double time with a minimum of four hours.
- 6.2 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 the rate shall be double time in addition to the ordinary rate.
- 6.3 Except as provided in subclauses 6.1 and 6.2 of this clause, all time worked by day workers outside the hours prescribed in clause 3, hours shall be paid for 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 ceasing time until an employee has been relieved from work for at least ten hours.
- 6.4 Except as provided in subclause 6.3 of this clause, in computing overtime each day's work shall stand-alone.

6.5 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 hour call outs.

6.6 Should an employee work at the request of the employer after he/she has been on duty continuously, including meal breaks, for more than 16 hours, he/she 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 him until such time as the ten hours respite from duty commences.

6.7 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 paragraph 6.2 of this subclause.

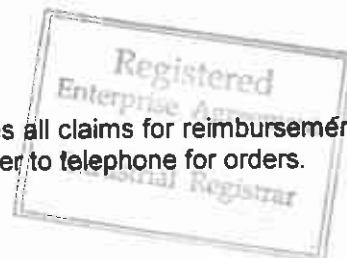
6.8 An employee recalled to work shall be guaranteed and shall be paid for at least four hours' work for each start at the appropriate overtime rates of pay; provided that an employee required to come back to perform work on a Sunday, after having knocked off, shall be paid for such work for at least four hours at double time rates.

6.9 For the purpose of this clause any part of half an hour worked shall be paid as half an hour.

6.10 An employee will be paid the appropriate overtime rate is required to work after the cessation of normal hours Monday to Friday if the period to the next job is two hours inclusive.

## 7. **Waiting Orders**

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



## 8. **Holidays**

The following days shall be deemed holidays within the meaning of this award 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.

## 9. **Travelling Arrangements**

9.1 An employee who is dependant upon a public conveyance when going to or returning from his work and who is required to work overtime commencing or finishing between 11.00pm and 6.00am both times inclusive, shall be provided with conveyance by the employer; provided that the usual means of transport are not available or if such transport is not provided the employee shall be allowed travelling time to the extent of one hour each way at overtime rates.

9.2 An employee who is required to use his own vehicle to travel to or from a starting or finishing point other than his 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.

9.3 An employee who, as a condition of his employment, is required to use his 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.

9.4 In lieu of 9.1, 9.2 or 9.3 an employee will receive the payment in Item 2 in Table 2.

## 10. Annual Leave

10.1 Period of Leave: Where an employee is required to make themselves available for work on 30 Sundays and/or Public Holidays per annum, the employee shall be entitled to have a period of 35 consecutive days' annual leave (25 days of which are paid).

Leave shall be allowed annually to an employee after 12 months' continuous service.

## 11. Annual Leave Loading

11.1 The loading is the amount payable for the period, or the separate period as the case may be, stated in subclause 13.4 of the Award, 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.

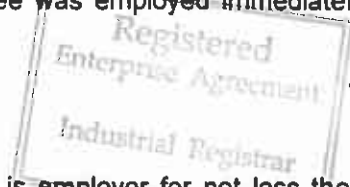
## 12. Sick Leave

12.1 An employee who has served continuously with his employer for not less than thirteen weeks and who is unable to attend for duty during his ordinary working hours by reason of personal illness or personal incapacity not due to his own serious and wilful misconduct shall be entitled to be paid at ordinary-time rates of pay for time of such non-attendance subject to the following:

12.1.1 He shall not be entitled to paid leave of absence for any period in respect of which he is entitled to workers' compensation.

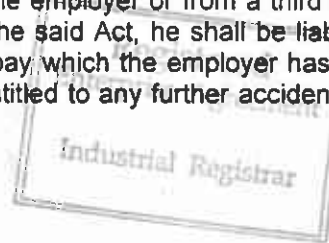
12.1.2 He shall not be entitled in respect of any year of continued employment to sick pay for more than ten days; provided that any employee with twelve months or more service shall be entitled to an additional ten days sick leave per annum. Any period of paid sick leave allowed by the employer to an employee in any such year shall be deducted from the period of sick leave, which may be allowed or may be carried forward under this award in respect of such year.

12.1.3 The rights under this clause shall accumulate from year to year as long as the employee's employment continues with the employer, so that any part of ten days which has not been allowed in any year may be claimed by the employee and shall be allowed by the employer, subject to the conditions prescribed by this clause, in a subsequent year of such continued employment and shall be fully accumulative for each year of service.



**13. Accident Pay**

- 13.1 An employer shall pay and an employee shall be entitled to receive accident pay in accordance with this clause.
- 13.2 "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 wages to which such employee is entitled in the classification under which he 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.
- 13.3 An employer shall pay his 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.
- 13.4 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 from the date of injury, whichever event shall first occur.
- 13.5 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 hereinbefore provided.
- 13.6 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.
- 13.7 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.
- 13.8 Where the employee recovers damages from the employer or from a third party in respect of the said injury, independently of the said Act, he 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 be entitled to any further accident pay thereafter.



**14. Bereavement Leave**

- 14.1 An employee shall be entitled to a maximum of three days' compassionate leave without deduction of pay on the death within Australia of the employees' spouse, mother, father, parents-in-law, brother, sister, child, stepchild, grandchildren or grandparents.
- 14.2 On an occasion when an employee travels overseas in connection with the death outside Australia of one of the relatives specified in this clause he shall be entitled to three days' leave without deduction of pay, provided that:
- 14.2.1 the employee gives notice of intention to take such leave as soon as reasonable practicable after the death of such relative;
- 14.2.2 the employee produces satisfactory evidence or proof of death of such relative;
- 14.2.3 the entitlement will not apply during any period of leave.



**15. Compensation for Lost or Damaged Clothing**

In the event of loss or damage to the personal effects or clothing of an employee to be used necessary in the course of his/her 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 him to the extent of reasonable expense to the extent of the damage or loss to a maximum as set out in Item 6 of Table 2 of the Award.

**16. Protection from Glare**

16.1 Each employee required to man 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.

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

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

**17 Salary Packaging**

17.1 The parties agree to discuss an effective legal way of dealing with Salary Packaging.

**18. Settlement of Disputes**

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

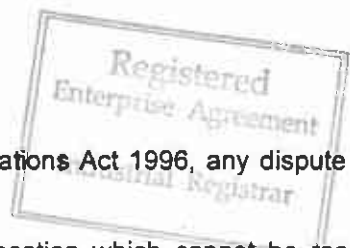
18.1.1 Where a dispute arises at a particular job location which cannot be resolved between the employee or the employee's representative and the supervision staff, it shall be referred to the Industrial Officer or other officer nominated by the employer who will then arrange for the matter to be discussed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

18.2 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.

18.3 If the matter remains unresolved it should be referred to the Industrial Relations Commission of New South Wales.

18.4 Whilst these procedures are continuing, no stoppage of work or any other form of limitation of work shall be applied.

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



**19 Recruitment**

19.1 Where the Company needs to recruit new permanent or casual general purpose hands, it shall:

- Advertise the position (the Union shall be advised of this).
- Obtain from the Maritime Employer's Database a number of suitable candidates for consideration.
- 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 prospective employees previous employment history.

19.2 A successful applicant will be subject to a three-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's Branch Secretary and resolve the matter in accordance with the provisions of this Agreement. Where employment is not confirmed, there shall be no entitlement to severance pay.

**20. Employee Duties**

20.1 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 are consistent with safe practice and relevant regulations and not contrary to other provisions of this Award.

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

**21 Maintenance**

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

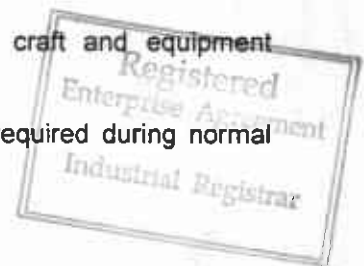
21.2 Employees will perform such maintenance as shall be required during normal rostered time, Monday to Friday.

**22. Health and Safety**

22.1 A suitable drug and alcohol rehabilitation scheme will be developed in consultation with the union. The companies and the union agree to co-operate and encourage any employee who may benefit from such assistance to take advantage of it.

22.2 All employees shall be able to perform tasks, which they qualified and trained to carry out.

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



**23. Physical Exhaustion**

23.1 When an employee is required to be on duty continuously for 16 hours, including meal breaks, the employee shall be entitled to a respite from duty of 10 hours.

23.2 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 shall be entitled to a 10 hour break before the commencement of the employees rostered shift on the next subsequent day.

23.3 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 hours break at the first opportunity.

**24 Industrial and Protective Clothing**

24.1 Protective gear and industrial clothing will be worn at all times whilst maintenance, towage, fuelling and other jobs are being undertaken.

24.2 Each employee will be required to purchase from the \$400.000 clothing allowance which shall be paid on 1 December each year the following:

Item	Number
Shirts	Two
Trousers	Two
Boots	One
Jacket (warm)	
Denim Cap	Two

In addition to the clothing allowance, the company will issue the following:

Item	Number
Overalls	Two
Safety Helmet	One
UV Lotion	to be supplied
Personal flotation device (buoyancy vest)	One



The application of these arrangements shall be in lieu of any entitlement an employee has under the Award.

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 his fault.

24.3 For each complete week (of five days) of engagement casuals will receive 1/52<sup>nd</sup> of the \$400 yearly clothing allowance.

24.4 Allowances in this clause will be adjusted annually in accordance with the annual CPI movement to the March quarter capital city index.

**25. Union Meetings**

Two, four hour paid stop work meetings shall be allowed each year. The shop committees shall give management at least 48 hours notice of this meeting to allow management to advise customers.

26. **Sexual Harassment & Anti-Discrimination**

All parties (including the members of the union) commit to the observation both by management and employees of state and federal legislation, which relates to sexual harassment and anti-discrimination work practices.

27. **Signatories**

Signed for and on behalf of

**Baystar Marine Services Pty Ltd**

*[Signature]*

In the presence of

Dated this *25th* day of *May* 200*0*

*[Signature]*

Signed for an on behalf of

**Seamens' Union of Australia  
New South Wales Branch**

*[Signature]*

In the presence of

Dated this *Twenty fifth* day of *May* 200*0*

*[Signature]*

