

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA03/178

**TITLE: Newcastle Port Marine Linesmen Enterprise Agreement
2003**

I.R.C. NO: IRC3/4305

DATE APPROVED/COMMENCEMENT: 7 August 2003

TERM: 36

**NEW AGREEMENT OR
VARIATION:** New

GAZETTAL REFERENCE: 10 October 2003

DATE TERMINATED:

NUMBER OF PAGES: 18

COVERAGE/DESCRIPTION OF

EMPLOYEES: Applies to all employees of the company who fall within the coverage of the Motor Boats and Small Tugs (State) Award

PARTIES: Newcastle Port Marine Linesmen -&- The Seamens' Union of Australia, New South Wales Branch

NEWCASTLE PORT MARINE LINESMEN**ENTERPRISE AGREEMENT 2003****A. ENTERPRISE AGREEMENT****1. Title**

This agreement shall be known as the Newcastle Port Marine Linesman Enterprise Agreement 2003.

2. Arrangement**Arrangement**

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A. ENTERPRISE AGREEMENT

3. Application

This agreement shall apply at Port Marine Services Pty Limited, trading as Newcastle Port Marine Linesmen, at 10 Gross Street Carrington 2294, to all employees who are bound by the terms of the Motor Boats and Small Tugs (State) Award in so far as those provisions relate to the Parties referred to in Clause 4 - Parties bound - of this Agreement.

4. Parties Bound

The Parties bound to this agreement are:

- i) Port Marine Services Pty Limited, trading as Newcastle Port Marine Linesmen (NPML)
- ii) All employees of the Company whose terms and conditions of employment are regulated by the Motor Boats and Small Tugs (State) Award.
- iii) Seaman's Union of Australia New South Wales Branch (SUA)

5. Date and Period of Operation

This agreement is to operate from date of approval by the Industrial Relations Commission of New South Wales for a period of three (3) years.

6. Relationship to Parent Award

This agreement is to be read and interpreted wholly in conjunction with the Motor Boats and Small Tugs (State) Award, provided that where there are any inconsistencies between this Agreement and the Award, this Agreement shall take precedence to the extent of any inconsistency.

This agreement supersedes all other agreements written or oral.

7. No Extra Claims

This Agreement is in full settlement of all claims, and all possible claims, for the duration of this agreement. The parties agree that no further claims will be made for changes in any term or condition of employment at the enterprise, or to this agreement, during the period of its operation. This provision shall not prevent a party making an application to vary the agreement under Section 43 of the *Industrial Relations Act 1996*.

B. WAGE CONDITIONS

8. Permanent Employees

There will be twelve (12) permanent employees. Permanent employees must make themselves available to fulfil their roster commitment.

The wage rate for permanent employees shall be \$1,050 per week upon commencement of this agreement. The wage rate is calculated on the basis of a 35 hour week. The wage rate is an "all up" rate of pay ie it shall be paid irrespective of the number of hours worked each week and no overtime shall be paid for any hours worked in excess of 35 and no reduction shall be made if an employee works less than 35 hours.

Permanent employees are entitled to the leave conditions as prescribed in this agreement in full.

Refer to Appendix A1 - Employee Listing.

9. Casual Employees

Casual employees will be used on an as needs basis when permanent employees are unavailable. Casual employees will be selected from the Newcastle Port Marine list. Where possible "first tier" casual employees will be called first.

Casual employees will be paid an aggregate rate of \$37.50 per hour for all hours worked.

Casual employees will be paid a minimum of four (4) hours per job requirement. Job times may be moved or cancelled. Cancelled jobs will not be paid. NPML will endeavour to provide all employees with as much notice as possible of cancellations.

Casual employees are not entitled to any of the leave conditions as prescribed in this agreement.

10. Leading Hands

The function of the Leading Hand will be to maintain the conduct of all labour in the yard and on site and to ensure all work is carried out in a safe and efficient manner.

NPML will operate with four (4) Leading Hands who will be responsible for ensuring each job is completed and will advise the office when the job is completed. The Leading Hand will liaise with the office regarding all operations on which they work and the office will be responsible for notifying Leading Hands on call of any changes in shipping movements.

Any breach of safety practices or employee injury must be reported immediately to the office.

Leading Hands will be paid an additional \$60 per week.

Should a Leading Hand wish to step down one (1) weeks notice will be required.

11. Wage Increases

All employees shall be paid the following increases:

First pay period 12 months after date of approval 4 %

First pay period 24 months after date of approval 4 %

Employees will be paid an aggregate rate. This includes the base wage, overtime and all allowances. (Allowances include, but are not limited to; meals, allowances, travel and car allowances and location allowance).

This rate will be paid regardless of the position worked.

12. Superannuation

Permanent employees shall be entitled to Superannuation benefits as set down by the SRF Seafarers Retirement Fund Pty Ltd and shall be paid into such a fund.

Casual employees shall be paid superannuation in accordance with the Superannuation Guarantee Legislation, into the SRF Seafarers Retirement Fund Pty Ltd.

Employees may elect to salary sacrifice for voluntary superannuation contributions to the SRF scheme. Employee requests to make salary sacrifice contributions must be confirmed in writing. An employee may discontinue salary sacrifice at any time by providing fourteen (14) days notice to the company.

13. Annual Leave

Permanent employees will be entitled to five (5) weeks annual leave per year. Leave Loading is included in the rate of pay.

14. Payment of Wages

All wages will be paid weekly and paid directly into the employee's Maritime Workers Credit Union account. The pay week ends at 23:59 on Tuesday, wages are processed on Wednesday and payment to be made by 09:00 on Thursday of each week.

It is the responsibility of each employee to collect and sign for their wage advice slips from the office during office hours at the earliest possible opportunity after 12 noon on each Wednesday. Any discrepancies should be reported to the office as soon as possible.

15. Union Fees

Union fees will be deducted from employees' wages in accordance with the amounts set down by the Maritime Union of Australia. The weekly amount will apply regardless of the hours worked for that week.

C. WORK CONDITIONS

16. Work Roster

NPML will employ 12 permanent employees who will be rostered on to either a day shift or a night shift in accordance with the roster. 6 employees will be assigned to each shift.

Employees rostered on (to either shift) may be called to work at any time to meet shipping demands. Employees who are rostered off may not be called in any circumstances.

Employees who are on annual leave, sick leave other forms of leave will be replaced in the roster by casuals. This does not apply in the case of permanent employees who are rostered off.

Day shift = 6.00 am - 6.00 pm

Night Shift = 6.00 pm - 6.00 am

Refer to Appendix A2 for initial starting roster. This roster will remain unchanged for a period of four (4) months following approval of the Agreement. After this four (4) month periods, the roster may be altered by agreement between the parties.

Employee's rostered on must make themselves available for work. As much notice as possible will be given to employees on the schedule of forecast shipping movements

17. Work Duties

All employees will perform such duties as directed by the employer and/or the leading hands, subject to such directions being reasonable and being in accordance with the qualifications of the employee, consistent with safe practice and relevant regulations, and not contrary to other provisions of this agreement or award.

On completion of duties no employee shall leave the site until the job is completed. Both the fwd and aft crews will remain on the job until the vessel is secure, then both crews will leave the site together.

Both crews are to assist with the lowering of the gangway (if requested by the patrol man on duty) and are not to leave the site until the gangway is secured in the correct position.

18. Manning Levels

Manning levels will be worked as per the numbers required based upon the vessels length and location. Refer to Appendix A3.

19. Travelling

Employees must arrive at the yard with sufficient time to be dressed in protective clothing and depart in the company's vehicles to be in position at least fifteen (15) minutes prior to the vessels scheduled berthing or departure time. If an employee is running late they are to phone the office or the leading hand and advise of their expected arrival time.

All company vehicles will travel direct to and from every job. No private vehicles will be allowed on the wharf areas. The exception to this rule would be the Boat Drivers and deckhands, who would drive direct to the workboats, in their own vehicles if necessary.

A parking provision will be made for Eastern and Western basin providing all employees park their vehicles in the designated area of the wharf.

20. Mobile Phones

The company will supply mobile phones to all permanent and first tier casual employees. The company will pay the rental and insurance per month. The employee will pay for all non work related calls. This amount will be deducted from their wages.

Telephone allowance is included in the rate of pay. All employees are expected to carry their mobile phones with them at all times in order to be contactable for any work commitments when rostered on call.

21. Rest Periods

An employee who has worked continuously for a period of sixteen (16) hours shall be entitled to a ten (10) hour rest from work commitments.

22. Recruitment

NPML shall be able to recruit new employees through advertising or other suitable means. NPML will consult with the Union with reference to their database of unemployed members. Selection for employment will be determined by NPML based on suitability for the job determined against objective criteria and shall be in accordance with legislative requirements.

D. SAFETY

23. Occupational Health & Safety

Newcastle Port Marine Linesmen and its employees are committed to complying with the provisions of the *Occupational Health and Safety Act* (NSW) and all safety and amendment practices to ensure the maintaining of a safe working environment for all employees.

Where an employee genuinely considers a situation to be a threat or potential threat to their own or other employees safety, the employee should rectify the situation if it is within their own ability and immediately advise the Leading Hand.

24. Industrial and Protective Clothing

Protective and industrial clothing will be worn at all times whilst on the job.

All linesmen employees will carry their safety items in the workbag provided which will remain in the back of the work vehicles until the vehicle returns to the yard at the completion of the job. On return to the yard it is the employee's responsibility to collect their work bag before leaving the yard.

The following clothing and safety equipment will be supplied:

Overalls	Two pair per annum
T Shirts	Two per annum
Work Shorts	Two pair per annum
Boots	One pair every three years
Wet weather coat & trousers	One set every three years.
Winter Jackets	One every three years
Sloppy Joe	Two every three years
Safety Helmet	One every three years
Hat for sun Protection	One every three years
Gloves & Safety glasses	On reasonable request
Plus: any other safety equipment and or clothing as required	

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.

25. Life Jackets on Workboats

All employees working on the workboats must wear the life jackets provided at all times.

26. Drug and Alcohol Policy

Any employee who reports for work under the influence of alcohol or drugs of any kind, will not be allowed to commence work and will not be paid for that call in. A replacement will be called in where possible and the offending employee will be given disciplinary action in accordance with Clause 33.

27. Fit for Duties

All employees shall ensure that they are fit to perform the duties for each call in.

Every employee must wear the appropriate protective clothing and safety equipment to perform their duties in a safe work manner.

Any breach of safety procedures will result in offending employee being given disciplinary action in accordance with Clause 33.

28. Emergency Contact

All employees must ensure that the office is supplied with the most up to date emergency contact details. This information is vital to ensure the correct safety treatment of any employee, should the need arise, and contact of the appropriate support person.

29. Certification

Where the Company requires employees to be recertified they will be reimbursed for the cost of the recertification upon presentation of receipts. This clause is not retrospective.

E. DISPUTE SETTLEMENTS

30. Avoidance of Industrial Disputes

The parties recognise that issues arise which require resolution. Where such issues arise the parties will follow the Dispute Resolution Procedure set out in Clause 30 of the Motor Boats and Small Tugs (State) Award. Should the matter remain unresolved either party may refer the matter to the Industrial Relations Commission of New South Wales for conciliation and / or arbitration.

31. Complaints

Any disgruntled employee has the right to voice his opinion to Management. This will be done via written form only and given or posted to the office.

NPML will discuss this matter with the employee, explaining why the decision and action is to be taken, if any at all.

Should the employee disagree with the decision of NPML the Dispute Resolution Procedure set out in Clause 30 of the Motor Boats and Small Tugs (State) Award shall be followed.

32. Workplace Harassment and Anti Discrimination

Every employee is expected to conduct himself in an orderly manner and at no time cause any harm or concern to his fellow workers by verbal or physical abuse, intimidation, humiliation or through actions that offend any other person.

It is NPML's intention to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibilities as a carer.

Any breach of this clause will result in offending employee being given disciplinary action in accordance with Clause 33.

33. Disciplinary Action

It is recognised by all parties that the need may arise to discipline an employee who persistently violates rules or shows poor performance in the areas of safety, workmanship, attendance, timekeeping and damage to the Company's property and equipment.

NPML will utilise a three (3) warning system which will be implemented as follows:

1. First warning of the violation or misdemeanour will be a verbal warning conducted between the employee concerned and the manager.
2. A second warning will be issued to the employee, for a continued violation, by the manager in writing. The employee can elect to have a fellow employee and or the SUA present. A copy of the letter will be retained in the employees file.
3. A third and final warning will be issued to the employee, for a continued breach or violation, by the manager in the presence of the SUA. The final warning will be confirmed in writing to the employee and a copy of the letter will be retained in the employees file.
4. Any further breach or violation will result in dismissal of that employee. The manager will advise the employee in the presence of the SUA in writing of their dismissal. All appropriate employee entitlements will be paid out.

Each individual warning only has a life of twelve (12) months and expires after this period. Once a warning has expired it cannot be used by the Company for the purpose of termination. All three (3) warnings must occur within a twelve (12) month period. The warning system does not apply to serious breaches that can justify summary dismissal.

The warning system does not apply to major breaches which can be normally regarded as summary dismissal items.

34. Abandonment of Employment

The absence of an employee from work for a continuous period of six (6) working days without the consent of NPML shall be evidence the employee has abandoned employment. Failure of notification to NPML within the six (6) day period and without a reasonable explanation, the employee shall be deemed to have abandoned his/her employment.

Termination of employment by abandonment in accordance with this Clause shall operate as from the date of the last attendance at work or the last day's absence in respect of which consent was granted, or the date of the last absence in respect of which notification was given to the Company, whichever is the latter.

Entitlements owed shall be calculated up until the date of abandonment. These entitlements, less any monies owed, shall be held by the Company until confirmation by the former employee of correct disbursement.

35. Summary Dismissal

Notwithstanding the above provisions, NPML shall have the right to dismiss employees without notice for conduct that justifies instant dismissal.

Driving NPML vehicles or workboats while under the influence or in the possession of alcohol and drugs will also constitute a summary dismissal offence.

36. Illegal Activities

Any employee participating in illegal acts in the workplace will be dismissed under the Summary Dismissal provision of the Act and also handed over to the appropriate authorities for prosecution.

F. APPENDIX

APPENDIX A1

NEWCASTLE PORT MARINE LINESMEN

EMPLOYEE LISTINGS

PERMANENT EMPLOYEES

David McAllister
Gary McAllister
Murray Richards
Robert Jenkins
Keith Jenkins
Joshua Beckett
Jarrod Beckett
David Miller
Jason Gough
Barry Mabbott
Damian Casey
Julian Richards

CASUAL EMPLOYEES - 1st Tier

Wayne Bell
Ross Upton
Heath Casey
Lee McCormack

CASUAL EMPLOYEES - 2nd Tier

Newcastle Port Marine Roster

APPENDIX 2

NEWCASTLE PORT MARINE LINESMEN
PERMANENT EMPLOYEE ROSTER - AUGUST 2003

		David McAllister L/H 1	Damian Casey 2	Julian Richards 3	Gary McAllister L/H 4	Barry Mcbbott 5	Jason Gough 6	David Miller 7	Murray Richards L/H 8	Joshua Beckett 9	Jarrold Beckett 10	Keith Jenkins 11	Robert Jenkins L/H 12	Rostere d Off	Day Shift	Night Shift	
30/07/03	Wed	D	D	D	D	R/O	R/O	N	N	N	N	R/O	R/O	4	4	4	12
31/07/03	Thu	D	D	D	D	R/O	R/O	N	N	N	N	R/O	R/O	4	4	4	12
01/08/03	Fri	D	D	R/O	R/O	D	D	N	N	R/O	R/O	N	N	4	4	4	12
02/08/03	Sat	D	D	R/O	R/O	D	D	N	N	R/O	R/O	N	N	4	4	4	12
03/08/03	Sun	R/O	R/O	D	D	D	D	R/O	R/O	N	N	N	N	4	4	4	12
04/08/03	Mon	R/O	R/O	D	D	D	D	R/O	R/O	N	N	N	N	4	4	4	12
05/08/03	Tue	D	D	D	D	D	D	N	N	N	N	N	N	0	6	6	12
06/08/03	Wed	N	N	N	N	N	N	D	D	D	D	D	D	0	6	6	12
07/08/03	Thu	N	N	N	N	R/O	R/O	D	D	D	D	R/O	R/O	4	4	4	12
08/08/03	Fri	N	N	N	N	R/O	R/O	D	D	D	D	R/O	R/O	4	4	4	12
09/08/03	Sat	N	N	R/O	R/O	N	N	D	D	R/O	R/O	D	D	4	4	4	12
10/08/03	Sun	N	N	R/O	R/O	N	N	D	D	R/O	R/O	D	D	4	4	4	12
11/08/03	Mon	R/O	R/O	N	N	N	N	R/O	R/O	D	D	D	D	4	4	4	12
12/08/03	Tue	R/O	R/O	N	N	N	N	R/O	R/O	D	D	D	D	4	4	4	12
13/08/03	Wed	N	N	N	N	N	N	D	D	D	D	D	D	0	6	6	12

14/08/03	Thu	D	D	D	D	D	D	N	N	N	N	N	N	0	6	6	12
15/08/03	Fri	D	D	D	D	R/O	R/O	N	N	N	N	R/O	R/O	4	4	4	12
16/08/03	Sat	D	D	D	D	R/O	R/O	N	N	N	N	R/O	R/O	4	4	4	12
17/08/03	Sun	D	D	R/O	R/O	D	D	N	N	R/O	R/O	N	N	4	3	4	11
18/08/03	Mon	D	D	R/O	R/O	D	D	N	N	R/O	R/O	N	N	4	4	4	12
19/08/03	Tue	R/O	R/O	D	D	D	D	R/O	R/O	N	N	N	N	4	4	4	12
20/08/03	Wed	R/O	R/O	D	D	D	D	R/O	R/O	N	N	N	N	4	4	4	12
21/08/03	Thu	D	D	D	D	D	D	N	N	N	N	N	N	0	6	6	12
22/08/03	Fri	N	N	N	N	N	N	D	D	D	D	D	D	0	6	6	12
23/08/03	Sat	N	N	N	N	R/O	R/O	D	D	D	D	R/O	R/O	4	4	4	12
24/08/03	Sun	N	N	N	N	R/O	R/O	D	D	D	D	R/O	R/O	4	4	4	12
25/08/03	Mon	N	N	R/O	R/O	N	N	D	D	R/O	R/O	D	D	4	4	4	12
26/08/03	Tue	N	N	R/O	R/O	N	N	D	D	R/O	R/O	D	D	4	4	4	12
27/08/03	Wed	R/O	R/O	N	N	N	N	R/O	R/O	D	D	D	D	4	4	4	12
28/08/03	Thu	R/O	R/O	N	N	N	N	R/O	R/O	D	D	D	D	4	4	4	12
29/08/03	Fri	N	N	N	N	N	N	D	D	D	D	D	D	0	6	6	12
30/08/03	Sat	D	D	D	D	D	D	N	N	N	N	N	N				
31/08/03	Sun	D	D	D	D	R/O	R/O	N	N	N	N	R/O	R/O				
01/09/03	Mon	D	D	D	D	R/O	R/O	N	N	N	N	R/O	R/O				
02/09/03	Tue	D	D	R/O	R/O	D	D	N	N	R/O	R/O	N	N	4	3	4	11

APPENDIX A3

NEWCASTLE PORT MARINE LINESMEN PTY. LTD.

MANNING LEVELS FOR THE PORT OF NEWCASTLE

AS AT 13-6-2001

BERTH	VESSEL SIZE	MOORING		UNMOORING
		NO. OF BOATS	NO. OF MEN	NO. OF MEN
COAL LOADER				
KOORAGANG No. 4, 5, 6.	Up to and including 200 mtrs.	1	10	8
	Over 200 mtrs.	2	12	8
DYKE 4 & 5	Up to and including 200 mtrs.	1	8	6
	Over 200 mtrs.	2	12	8
KOORAGANG No. 2 & 3	Up to and including 165 mtrs.	1	6	4
	165 mtrs to 200 mtrs	1	8	6
	Over 200 mtrs.	2	10	6
DYKE - 1, 2 & 3	Up to and including 180 mtrs	1	8	6
	Over 180 to 213 mtrs	1	10	8
	Over 213 mtrs.	2	12	8
EASTERN BASIN No. 1 & 2	Up to and including 185 mtrs.	1	6	4
	Over 185 mtrs to 200 mtrs	1	8	6
	Over 200 mtrs.	1	10	8
WESTERN BASIN No. 3	WHEAT BERTH			
	Up to and including 170 mtrs.	1	6	4
	Over 170 mtrs. LINES TO BOUY	1	8	6 men 1 Boat
WESTERN BASIN No. 4	Over 230 mtrs	2	12	8
	Up to and including 185 mtrs.	1	6	4
	Over 185 mtrs to 200 mtrs	1	8	6
	Over 200 mtrs.	1	10	8
NOTE: ALL GEARBULK VESSELS No. 1 or 2 Eastern Basin		1	8	6

G. AGREEMENT**37. Signatures**

NPML _____
(signature)

DATED THIS: First DAY OF August 2003

SUA _____
(signature)

DATED THIS: First DAY OF August 2003