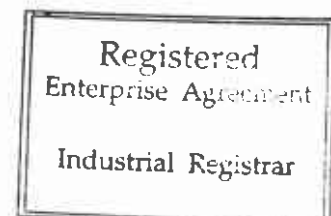


THE BOUNTY CREW ENTERPRISE AGREEMENT

- Clause 1.** The enterprise agreement is made in accordance with the provisions of section 32-47 of the Industrial Relations Act 1996 and the principles for approving enterprise agreements as provided by Section 33(1) of the Act. The parties to the enterprise agreement are Pitcairn Shipping Company Limited, ACN 054 527 098 (the "employer"), and the crew of the Tall Ship known as HMAV Bounty ("HMAV Bounty").
- Clause 2.** The enterprise for which the agreement is made is the employer operating the HMAV Bounty and trading as Bounty Cruises. HMAV Bounty is a charter boat which has been operating for the past 8 years. The employer's business is to conduct scheduled cruises and private charters, operating seven days a week, providing food and refreshments.
- Clause 3.** This agreement covers persons who are engaged in work as: Masters, Quartermasters, Bosuns, General Purpose Hands (GPH), Mate, Bar Hand, Engineers, Chefs, Galley Hands and Ships' Riggers. This agreement shall only apply to those crew members engaged in the above work from the HMAV Bounty; Campbells Cove, The Rocks and 29 George Street, The Rocks. This agreement does not cover galley staff supplied by the Hospitality Training Network of NSW Ltd under the apprenticeship training scheme nor casual staff supplied by agencies such as Alseaons Casuals. Such staff are covered by the respective agreements signed with the contracting companies.
- Clause 4.** This agreement shall regulate totally the terms conditions and duties of employment previously regulated by the Marine Charter Vessels (State) Award; and the Restaurant Employees Award with the exception of the Restaurant Employees Redundancy and Technological Change (State Award).
- Clause 5.** Procedures for settlement of grievances and disputes:
- (a) The crew member shall notify (in writing or otherwise) the employer as to the substance of the grievance, request a meeting with the employer for bilateral discussions and state the remedy sought.
 - (b) The grievance must initially be dealt with as close to the source as possible, with graduated steps for further discussion and resolution at higher levels of authority. Reasonable time limits must be allowed for discussion at each level of authority.



- (c) At the conclusion of the discussion, the employer must provide a response to the crew member's grievance (in writing or otherwise), including reasons for not implementing any proposed remedy.
- (d) Each party to a dispute may be represented by their respective industrial organisation, or any other appointed representative.
- (e) While the procedures are being followed, normal work must continue. No party shall be prejudiced as to the final settlement by the continuation of work in accordance with this subclause.
- (f) If the dispute is not resolved, the NSW Industrial Relations Commission shall be notified as required by the Industrial Relations Act 1996.

Clause 6 DISCIPLINE

- (a) All crew members must comply with the ship's "General Standing Orders" as to conduct and professional standards expected of crew members as varied from time to time.
- (b) Failure to comply with the General Standing Orders will result in a warning.
- (c) A further breach will result in a written warning and any further breaches will result in dismissal.
- (d) All warnings will be issued only after due and fair discussion with the crew member, allowing sufficient time for behaviour or performance to be corrected.
- (e) Notwithstanding (b), (c) and (d) above, serious misconduct will result in dismissal without notice.

OBJECTIVE OF CLAUSE 6

The employer operates in the hospitality industry where the employer believes a positive and a supportive work environment is necessary for the delivery of good customer service. Crew members, therefore, must not display an attitude or behave in a way that negatively affects the work environment or affects a fellow crew members enjoyment of their job.

Clause 7. This agreement shall operate from 1st October 1999 and shall remain in force until 30 April, 2001 unless varied or terminated earlier by the provisions provided by the Industrial Relations Act 1996.



- Clause 8.** The parties agree to interpret and apply the provisions of this agreement in a manner which is not in breach of the Anti-Discrimination Act, 1977.
- Clause 9.** This agreement was not entered into under duress by any party to it.
- Clause 10.** Conditions of Employment. See attached.



CLAUSE 10- CONDITIONS OF EMPLOYMENT

10.01 ENGAGEMENT

- (a) Crew may be engaged by the week indefinitely or on a casual basis.
- (b) A probationary period of ten weeks will apply to all new crew.
- (c) Employment may be terminated by either party in writing prior to or at the expiration of the probationary period on one week's notice.
- (d) Weekly crew will be rostered for at least eighty hours per fortnight spread over a maximum of six days per week.
- (e) Casual crew will be rostered as required and will be paid twenty percent (20%) above the weekly crew member rate.
- (f) Termination of employment of weekly crew may be effected by giving, or being given, one week's notice or payment of one week's wages in lieu of notice within the first year of service. The notice period is increased to two weeks in the case of weekly crew with more than one year's service or payment of two week's wages in lieu of notice.
- (g) Notice of termination of employment of one day is required for casual crew.

10.02 SHIFTS

- (a) Work will be rostered into shifts, each shift being a minimum of four and a maximum of twelve continuous hours in any one day, or fourteen continuous hours in the case of galley crew.
- (b) A "day" may consist of more than one shift.
- (c) Rosters will be arranged to ensure that each crew member will have a break of at least eight hours between their last shift and the start of their next shift the following day, otherwise clause 10.05(b) will apply.

10.03 BREAKS

- (a) Crew members rostered for shifts in excess of eight hours shall be entitled to a half hour paid break during their shift at a time determined by their supervisor.
- (b) Should the scheduling of cruises be such that it is not possible to provide this half hour break then the shift will be noted on the day sheet by the supervisor as a "break-less shift". An additional half hour will be then added to the total hours worked for that day.



10.04 EXTENDED HOURS

- (a) Crew may be offered in excess of forty hours work per week but the acceptance thereof is solely at the crew member's discretion.
- (b) Shifts scheduled before 7.00am and after midnight, shifts scheduled following Nightwatch shifts or shifts scheduled with less than an eight hour break between consecutive days, unless on an offshore trip, are also at the discretion of the crew member.

10.05 RATES

- (a) All shifts (including those on a weekend) shall be paid at a flat rate unless otherwise provided in this agreement
- (b) Where less than a eight hour break occurs between the last shift on a day and the start of the next shift, the following day, time and a half will be paid for all those hours worked which has occurred during the "eight hour break", up to a maximum of 8 hours.
- (c) All hourly rates and work classifications are set out in Clause 10.21.
- (d) Crew members who are called to work outside their normal work classification shall be paid the hourly rate pertaining to that classification or their normal hourly rate, whichever is higher, except in the case of a Nightwatch shift, where Clause 10.08 applies.
- (e) A crew member may elect to work at a lower classification to gain experience, and they shall be paid at the rate pertaining to that classification.

10.06 ROSTERS

- (a) Shifts shall be scheduled into a weekly roster arrived at after taking crew's preferences into account where possible, providing preferences are given in advance via a Roster Request Form, the form of which is determined by the employer from time to time. The roster will be posted at least one week prior to its commencement and thereafter is fixed except for minor changes for illness.
- (b) It is each crew member's responsibility to check the start and finish time of their shifts each day.
- (c) Missing a shift without a valid reason, which is accepted by the employer and such acceptance shall not be unreasonably withheld, may result in a warning.



10.07 STAND-DOWN

- (a) A crew member's shift may be shortened (but not less than four hours) or cancelled if the supervisor considers that passenger numbers do not warrant the full complement of crew rostered.
- (b) If a crew member arrives ready for work to find a shift cancelled and he/she was not notified beforehand, then a "stand-down" rate will be paid for up to a maximum of four hours.
- (c) If a crew member has already worked on a shift earlier in the day then the stand-down rate will apply if the crew member has not been notified of stand-down within half an hour from the end of their previous shift.
- (d) The stand-down rate shall be one-third of the relevant hourly rate as set out in Clause 10.21.

10.08 NIGHTWATCH SHIFT (NIGHTWATCH)

- (a) In order to ensure the safety of the vessel a crew member is required to be on board at all times.
- (b) Hours for Nightwatch shall vary according to circumstances and shall be paid at the hourly rate as per Clause 10.21, irrespective of the crew members normal rate.
- (c) All hours beyond twelve continuous hours or those Nightwatch hours after midnight where the Nightwatch crew member is required to stay awake, shall be paid at the Awake Watch rate.
- (d) If a crew member is required to work Nightwatch without notice due to the rostered crew member failing to show up for Nightwatch, then that shift will be paid at the Awake Watch rate, or 30% above that rate if the watch had been designated as an Awake Watch.
- (e) Those hours falling on public holidays shall be paid according to Clause 10.12. Clauses 10.02 (shifts) and 10.03 (breaks) do not apply to Nightwatch.

10.09 SENIOR GENERAL PURPOSE HAND (GPH)

- (a) A General Purpose Hand who has served with the ship continuously for at least six months, if recommended by a majority of the Supervisors for promotion, shall become a Senior General Purpose Hand and be paid at the higher rate as set out in Clause 10.21.



10.10 SUPERANNUATION

- (a) In accordance with the obligation of the Superannuation Guarantee (Administration) Act 1992 or such other relevant legislation, a sum equal to 7% of the crew member's gross wage will be paid by the employer on the crew member's behalf into the superannuation scheme operated by the employer.
- (b) From 1 July 2000 the percentage shall be increased to 8% of the individual crew member's gross wage.

10.11 ANNUAL HOLIDAYS

- (a) Weekly crew shall be entitled to an annual holiday of four weeks per annum and paid at the equivalent rate of 160 hours plus 17.5% holiday loading after twelve continuous months of employment.
- (b) For a term of employment less than twelve continuous months the entitlement shall be calculated pro rata but shall not include leave loading.
- (c) Holidays shall be taken at a time and for a period that is mutually agreed between the crew member and the employer.
- (d) Casual crew do not qualify for annual leave. The rate of casual crew has incorporated into it a 20% premium in lieu of annual leave and other entitlements.

10.12 PUBLIC HOLIDAYS

- (a) All crew who work on public holidays shall be paid at double the hourly rate, except for Christmas Day, which shall be paid at triple the rate.
- (b) Weekly crew who are not rostered on for a public holiday shall be paid the equivalent of eight hours at their hourly rate.
- (c) Public holidays are those proclaimed in the State of NSW. Where ambiguity exists, eg Boxing Day falling on a Sunday, a committee of crew members will decide at least three weeks prior to the holiday which day is to be paid at double time or whether both days are to be paid at time and a half.
- (d) In addition to the above public holidays, the Christmas Eve dinner cruise will be paid at time and a half and the New Years Eve dinner cruise will be paid at double time, except the 1999 New Years Eve Dinner Crew, where clause 10.19 will apply.



10.13 SICK LEAVE

- (a) Weekly crew who fail to report for their shift for reasons of personal illness or incapacity shall be paid for the hours they have missed up to their maximum sick leave entitlement. The entitlement of weekly crew to sick leave shall be determined pro rata based on the length of service up to a maximum of eighty hours per annum.
- (b) A medical certificate is required for sick leave extending over more than 1 day.
- (c) Sick leave shall not be paid for any period where workers compensation is being paid.
- (d) Casual crew do not qualify for sick leave.

10.14 CREW MEALS

- (a) A meal will be provided to crew who work on cruises over the lunch and dinner meal period. This meal will be similar in standard to the regular lunch/dinner public cruise menu.
- (b) A maximum of two meals per day will be provided, except on days where a charter is scheduled to depart prior to 8.00am, in which case a light breakfast will be provided.
- (c) Meals will be timed to fit in with the ship's schedule but generally will take place 15 minutes after passengers disembark at the end of the cruise or at a time agreed between the Bosun and Chef.
- (d) Crew are responsible for cleaning their dishes and leaving the galley in order at the end of their meal.

10.15 UNIFORMS

- (a) All crew must comply with the Employer's appearance and dress standards.
- (b) Each crew member is responsible for cleaning and keeping clean their own uniforms.
- (c) A uniform kit suitable for their work classification shall be provided at no cost to all weekly crew and regular casuals.
- (d) A uniform deposit of \$50 is required for all crew members which will be refunded when the uniform kit is returned on cessation of their employment.
- (e) All replacements of uniform other than replacements caused by fair wear and tear shall be purchased by the crew member at cost.
- (f) Special "period" uniforms may be provided for certain crew positions and shall remain the property of the employer. White shirts for charters will be distributed prior to a charter and collected at the end. The employer will be responsible for washing charter shirts.

10.16 COMPLEMENTARIES

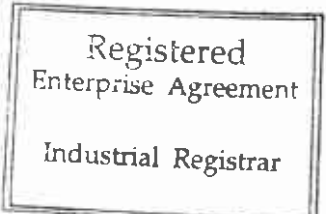
- (a) Each crew member who has worked for the employer for at least three months on a regular basis shall be allocated four free tickets pro rata per annum.
- (b) Crew members with over twelve months continuous service shall be allocated eight free tickets pro rata per annum.
- (c) These may be used by friends or family of the crew member on "non-special" cruises, subject to availability and stand-by. Unused tickets are to be returned without compensation to the employer on cessation of employment or at the end of twelve months from the date of issue of the tickets.
- (d) For the purpose of this scheme, children qualify as half tickets.
- (e) All bookings must be made in advance through the main office.
- (f) Friends of crew (up to 9 pax) may sail at a 25% discount on "non-special" cruises and only once approved and paid for in advance, are firm bookings.
- (g) Souvenir items are available to crew members at cost and, for friends of the crew at 25% discount.
- (h) A "non-special" cruise is defined as a regular cruise open to the public, that is not a special occasion or premium priced cruise.

10.17 PERSONAL EFFECTS

- (a) If a crew member suffers loss or damage to their personal effects at work, where those personal effects are necessary for the performance of their duties, and where the crew member has taken reasonable measures to secure their effects and it is not a result of the crew member's neglect or carelessness, then they shall be compensated for the loss they suffered up to a maximum of five hundred dollars per annum.

10.18 OFF SHORE

- (a) The payment system detailed above does not apply when HMAV Bounty operates outside of the port of Sydney.
- (b) Crew shall be paid on a "by day" basis at a rate per day to be determined prior to calling for voyage crew.
- (c) A day constitutes a 24 hour period and hours worked shall be determined by the Master to ensure safe navigation of the vessel.
- (d) Crew shall be provided with all meals and accommodation on the voyage.
- (e) The decision to join an offshore voyage is solely at the crew member's discretion.



10.19. NEW YEARS EVE DINNER CRUISE 1999

- (a) A rate of triple the hourly rate will be paid for this "special occasion" cruise.
- (b) A bonus of double the hourly rate will be paid for successful completion of the cruise (and paid in the following pay period) so that the maximum payable is five times the hourly rate.
- (c) If the employer is required to refund more than 25% of the ticket sales due to causes that are attributable to, or could have been prevented by crew members actions, then the bonus will not be paid.

10.20 OLYMPIC ATTENDANCE BONUS

- (a) If the Olympic contract with Fila Sports International proceeds on its current terms, then a bonus will be paid to each crew member for working all their rostered shifts between 14th September 2000 and 2nd October 2000 (inclusive) (the "Fila Period").
- (b) The bonus will be equal to the amount paid for the hours worked during the Fila Period at their hourly rate and will be paid in the pay week commencing 4th October 2000 so that the maximum payable is two times the hourly rate.



10.21 HOURLY RATES

Classification	Hourly rate until 31/7/200		Hourly rate from 1/8/2000	
	<i>Weekly</i>	<i>Casual</i>	<i>Weekly</i>	<i>Casual</i>
Bar Hand	\$12.05	\$14.45	\$12.55	\$15.05
Bosun	\$14.15	\$16.95	\$14.70	\$17.65
Chef	\$14.60	\$17.50	\$15.20	\$18.20
Engineer	\$17.25	\$20.70	\$17.95	\$21.55
Galley Hand	\$12.05	\$14.45	\$12.55	\$15.05
General Purpose Hand (GPH)	\$12.05	\$14.45	\$12.55	\$15.05
Bounty Master	\$20.90	\$25.10	\$21.75	\$26.10
Mate	\$14.60	\$17.50	\$15.20	\$18.20
Nightwatch Shift - Standard	\$9.10	\$10.90	\$9.45	\$11.35
Nightwatch Shift - Awake	\$11.80	\$14.15	\$12.25	\$14.70
Quartermaster	\$14.60	\$17.50	\$15.20	\$18.20
Senior General Purpose Hand	\$12.80	\$15.35	\$13.30	\$15.95
Ship's Rigger	\$14.15	\$16.95	\$14.70	\$17.65

Registered
Enterprise Agreement

Industrial Registrar

11. Signatories to the Agreement

Signed for and on behalf of Pitcairn Shipping Company Limited ACN 054 527 098 trading as Bounty Cruises

Dated 16th day of December, 1999.



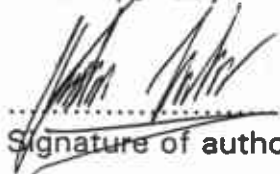
.....
Signature of Authorised Representative

.....
DAVID REID

Name of authorized person

Signed for and on behalf of the Employees of Pitcairn Shipping Company Limited ACN 054527098

Dated 16th day of December, 1999



.....
Signature of authorised person

.....
Christian Truter

Name of authorised person



.....
Signature of authorised person

.....
DAVID TOTHAM

Name of authorized person



SCHEDULE 2

APPENDIX A

EMPLOYEES OF BOUNTY CRUISES

Mr Michael Robert BOYD 2/212 Norton Street	Leichhardt 2040
Ms Ruth Lorraine CARDIER 60 Clarinda Street	Hornsby 2077
Mr Kevin Cyril D'SOUZA 12 Wignell Place	Mt Annan 2567
Mr Kevin Grant FITZGERALD 7 Lower Fort Street	The Rocks 2000
Miss Philippa GOLDING 10 Wyanga Road	Elanora Heights 2101
Mr Darren Paul HOGG 2/164 Old South Head Road	Vaucluse 2030
Miss Belinda Louise LANGBY 7/233 Alison Road	Randwick 2031
Mr Craig LOCKWOOD 2/7 Lower Fort Street	The Rocks 2000
Mr Vincent LOSURDO 38 Northcote Street	Haberfield 2045
Miss Tanya Jane LOUTH 103 Birrell Street	Waverley 2024
Mr David John MAYNARD 29 Kungala Street	St Marys 2760
Mr Christopher Charles MORTON 4/24 Wood Street	Manly 2095

Mr Peter Mark NICHOLSON
PO Box 543 Harbord 2096

Mr John Arthur QUIGLEY
11/180 Pacific Highway Roseville 2000

Mr Christian ROBERTS
4/24 Wood Street Manly 2095

Mr Benjamin James SMITH
4/24 Wood Street Manly 2095

Mr Ferdinand TAMAYO
19 Barossa Drive Minchinbury 2770

Mr Duncan Andrew THOMPSON
154 Wells Street Newtown 2041

Miss Amanda Michele TILL
18 Watkins Road Avalon 2107

Mr Craig Stanley TIPPING
35 Fuller Street Collaroy Plateau 2097

Mr David Peter TOPHAM
105 Bondi Road Bondi 2026

Mr Christian James Rupert TRUTER
11/180 Pacific Highway Roseville 2069

Mr David Charles WHITE
8/2 Kidman Street Coogee 2034

