

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA01/269

**TITLE: Stannard Bros Launch Services Port Botany and Port Jackson
Enterprise Bargaining Agreement**

I.R.C. NO: IRC01/4309

DATE APPROVED/COMMENCEMENT: 30 August 2001/1 January 2001

TERM: 36 Months

**NEW AGREEMENT OR
VARIATION:** New

GAZETTAL REFERENCE: 5 October 2001

DATE TERMINATED:

NUMBER OF PAGES: 19

COVERAGE/DESCRIPTION OF EMPLOYEES: Applies to all employees employed by
Marine Plant Holdings Pty Ltd t/a Stannard Bros Launch Services

PARTIES: Marine Plant Holdings Pty Ltd trading as Stannard Bros Launch Services -&- The
Seamen's Union of Australia, New South Wales Branch



Registered
Enterprise Agreement
Industrial Registrar

STANNARD BROTHERS LAUNCH SERVICES

PORT BOTANY AND PORT JACKSON

ENTERPRISE AGREEMENT

**STANNARD BROTHERS LAUNCH SERVICES
PORT BOTANY AND PORT JACKSON**

ENTERPRISE AGREEMENT



ARRANGEMENT

GENERAL PROVISIONS

Clause No. Area, Incidence and Duration

1. Remuneration
2. Determination of Port Salaries and Increases
3. Employment Levels
4. Controllers and Allocation of Labour
5. Recruitment
6. Employee Duties
7. Maintenance
8. Health and Safety
9. Hours
10. Physical Exhaustion
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12. Meal Hours
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15. Union Meetings
16. Superannuation
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19. Redundancy
20. Stannard Bros Launch Service Traineeship
21. Conversion of Frozen Annual Leave
22. Bank Fees
23. Sexual Harassment & Anti-Discrimination
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PART A

Area, Incidence and Duration

PART B

General Principles

PART C

General Provisions

Monetary Rates

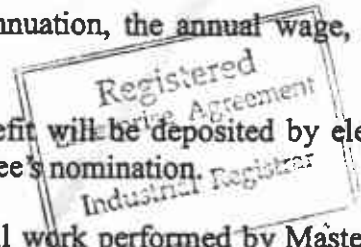
Table 1 - Salaries

Table 2 - Other Rates and Allowances

SCHEDULE A

1 REMUNERATION

- 1.1 An employee will be entitled to an annual port salary (APS), which shall comprise the annual wage and the annual benefit.
- 1.2 The annual wage shall be 80% of the APS set out in Table 1 and the balance shall be the annual benefit entitlement. The annual wage and any of the annual benefit not prospectively allocated to a superannuation fund or other benefit shall be paid weekly in accordance with the existing port practice. An employee shall make an election on 1 May each year on how they wish the annual benefit to be allocated. The election shall take effect on 1 July each year and shall remain in force for a 12 month period.
- 1.3 The annual benefit may be allocated to superannuation, the annual wage, or other such similar benefit.
- 1.4 The annual benefit and unallocated annual benefit will be deposited by electronic funds transfer into a financial institution of the Employee's nomination.
- 1.5 The annual port salary is an inclusive rate for all work performed by Master V, MED III (Coxswain Engineers) or General Purpose Hand respectively, pursuant to this agreement. No additional penalties, loadings or disability payments shall be payable.



2 DETERMINATION OF PORT SALARIES AND INCREASES

- 2.1 An annual Port Salary for Port Jackson and Port Botany (APS) shall be calculated using an average of aggregate wages and allowances for the fiscal year ending 30 June 2000.
- 2.1.1 This salary shall then be the base upon which all increases are applied.
- 2.2 In addition to the increases stipulated above, the increases payable under this agreement shall be:

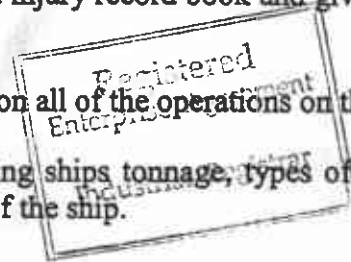
Amount	Date payable
3.0%	1 January 2001
3.0%	1 January 2002
3.0%	1 January 2003

3 EMPLOYMENT LEVELS

- 3.1 Manning scales as prescribed by the parent award will no longer apply. The company and the shop committees will jointly revise the current roster arrangements to take into account the new operational requirements. Manning of jobs will be undertaken with due regard to the obligations under the Occupational Health and Safety Act.
- 3.2 At the outset of this Agreement 28 employees will be employed in Port Jackson and 33 in Port Botany, these numbers shall be maintained as long as the level of business within these ports remains at current levels.

4 CONTROLLERS AND ALLOCATION OF LABOUR

- 4.1 The shipping movements will be advised by the Waratah traffic officers. There will be one employee employed for every working shift to receive shipping movements and allocate labour.
- 4.2 Each employee will be provided with a mobile phone to carry out their duties. Work orders and requests may be received by facsimile and/or telephone from Waratah.
- 4.3 Employees are to ensure that the labour completes each job, and upon completion advise Waratah traffic controllers of the time when the job is finished.
- 4.4 Employees will ensure that bridgeboard markers are placed where required on wharves.
- 4.5 Employees will maintain and oversee the work record injury record book and give workers compensation report forms if necessary.
- 4.6 Employees will liaise with Waratah traffic controllers on all of the operations on their shift.
- 4.7 Each yard will maintain a shipping register containing ships tonnage, types of lines and manning scale to be used in the mooring/unmooring of the ship.



5 RECRUITMENT

- 5.1 Where the Company needs to recruit new, permanent or casual employees hands, it shall:
- Obtain from the Union a number of suitable candidates for consideration.
 - Advertise the position (the Union shall be advised of this).
 - 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.
- 5.2 The interview panel shall include an employee from the relevant area of employment where the vacancy exists. The company shall provide the employee representative with appropriate training to ensure the maximum contribution to the selection process.
- 5.3 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 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.
- 5.4 Prospective employees, full-time and permanent casual, who are to be employed by the Company will undergo a medical examination undertaken by the Company's Medical Practitioner or a Medical Practitioner of the employee's choice for the purpose of determining the prospective employees fitness for the position offered to him/her. In the

event that an existing casual is to be offered a full-time position with the Company they will be required to undergo a medical check to be provided by the Company's Medical Practitioner or a Medical Practitioner of their choice.

6 EMPLOYEE DUTIES

- 6.1 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 agreement.
- 6.2 Employees will comply with the hours of duty, which are set by the roster arrangements to meet operational requirements.
- 6.3 The company will supply each employee with a mobile telephone for the use of employees whilst they are in a rostered period of duty or are rostered for call in during rostered hours. Employees shall utilise the mobile telephone and respond in accordance with the individual port's requirements.
- 6.4 An employee must obtain permission from the company representative prior to any absence during working hours from the workplace.
- 6.5 The rates paid in this agreement compensate for coverage of absent employees who may be on sick leave or workers compensation.
- 6.6 A casual employee will be engaged where an employee is absent for more than two weeks on sick leave, worker's compensation and jury duty or immediately where an employee notifies management that the employee will be off work for longer than two weeks on sick leave or workers compensation.
- 6.7 A casual employee will be engaged where an employee is absent on long service leave.
- 6.8 No extra rates shall be payable for outside towage and delivery voyages up to 72 hours and such work shall be performed as a normal part of any employee's duties. During such voyages current victualling arrangements shall continue to apply.
- 6.9 Employees will fill casual ESAR vacancies.
- 6.10 Employees required to work on the ESAR bunker barge will be paid an additional amount of 1/35 of 1/52 for all hours worked outside the bunker barges ordinary hours.
- 6.11 Employees from Port Jackson may be used to relieve ESAR general purpose hands where the ESAR general purpose hands have worked for lengthy period such that they need to be relieved to avoid fatigue. Port Jackson employees will be fully trained and inducted prior to undertaking such relief. Such work shall be undertaken on a self relieving basis.

7 MAINTENANCE

- 7.1 The company will prepare maintenance plans for all craft and equipment following discussion with the shop committee.
- 7.2 Employees will perform such maintenance as shall be required during normal rostered time, Monday to Friday.

8 HEALTH & SAFETY

- 8.1 A suitable drug and alcohol rehabilitation scheme will be developed in consultation with the union. The company and the union agree to cooperate and encourage any employee who may benefit from such assistance to take advantage of it.
- 8.2 All employees shall be able to perform task which they are qualified and trained to carry out.
- 8.3 The company will establish a joint union management committee to examine and implement measures, other than as required by the Occupational Health & Safety Act 1983 as amended, to reduce the risk of injury and claims.

9 HOURS

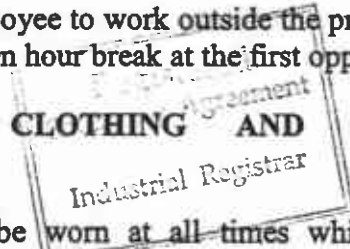
- 9.1 The ordinary hours for day workers in the ports of Sydney and Port Botany shall be the core hours for the respective ports as set out in Schedule A - Proposed Aggregate Wage Roster.

10 PHYSICAL EXHAUSTION

- 10.1 When an employee is required to be on duty continuously, including meal breaks, for 16 hours, the employee shall be entitled to a respite from duty of ten hours.
- 10.2 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 ten hour break before the commencement of the employee's rostered shift on the next subsequent day.
- 10.3 In the event that the employer requires the employee to work outside the provisions of this clause the employer shall give the employee a ten hour break at the first opportunity.

11 INDUSTRIAL AND PROTECTIVE CLOTHING AND TELEPHONE ALLOWANCE

- 11.1 Protective gear and industrial clothing will be worn at all times whilst engaged in maintenance; towage, mooring and unmooring jobs are being undertaken. This shall include travel to and from the mooring and unmooring jobs.
- 11.2 The company will issue the following to permanent employees and long term casual employees a long term casual employee is someone who is employed for more than 13 continuous weeks.

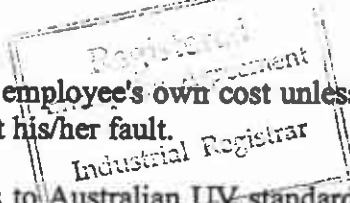


Item	Quantity
<u>Issued on Annual Basis</u>	
General weight trousers	3 pairs
Summer weight trousers & or shorts	3 pairs
General weight shirts	3
Summer weight shirts & or shorts	3
 <u>Replace on Wear & Tear Basis</u>	
Overalls	3 pairs
Protective footwear	2
Jumper	1
Castro jacket	1
Safety Helmet	1
Hat for sun protection	1
¾ length wet weather coat	1
Wet weather trousers	1
Dairy boots	1
Sou Wester	1
UV lotion	1

11.3 Items to be replaced on a wear and tear basis will be replaced upon production of evidence that are worn out.

Items to be replaced on an annual basis shall be issued on the anniversary of the initial issue.

Lost items must be replaced by the employee at employee's own cost unless the employee can demonstrate to company that the loss was not his/her fault.



11.4 The company will supply one pair of sunglasses to Australian UV standards and one pair of protective covering/glasses suitable for the job. Clip-ons will be supplied where requested. Where an employee uses prescription sunglasses, the company will, upon production of a receipt, reimburse that employee up to the amount as set out in item 2 of Table 2.

11.5 For each complete week (of seven days) of engagement, short term casuals will receive the weekly clothing allowance as set out in Item 4. For any lessor period a casual shall receive 1/365th of the yearly clothing allowance for each day worked. However where a casual is engaged continuously for periods of excess of three (3) months such a casual employee will be entitled to be reimbursed by the company for the purchase of industrial and protective clothing items which items are agreed with the company before the purchase and are worn by the casual employee during rostered periods of duty.

11.6 A telephone annual allowance as set out in Item 3 of Table 2 to be paid quarterly, will be paid to all permanent employees.

Casual employees who are not issued with mobile phones shall receive 1/365th of the telephone allowance for each day employed. Casual employees who are issued with mobile phones shall not receive a telephone allowance.

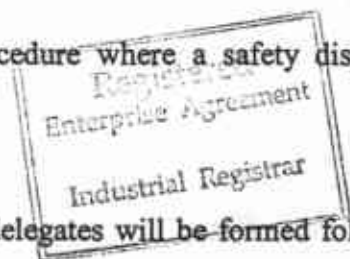
11.7 A wardrobe of industrial and protective clothing will be maintained for causal employees to use when engaged. The clothing will be laundered and maintained by the company.

12 MEAL HOURS

- 12.1 Employees shall be entitled to a meal 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 not delays to shipping and taken as soon as practicable thereafter. No penalty payment shall be made where an employee works through their meal break due to operational requirements.

13 DISPUTES

- 13.1 In the event of a dispute between an employee or the union and the company, both parties will initially, and without exception, consult in good faith in an effort to resolve the disputed matter.
- 13.2 If the matter remains unresolved it shall be referred to the Industrial Relations Commission of New South Wales.
- 13.3 Whilst these procedures are continuing, no stoppage of work or other form of limitation of work shall be applied.
- 13.4 Any recommendation of the Commission shall be observed by all parties to this agreement.
- 13.5 The right is reserved to the parties to vary this procedure where a safety dispute is involved.



14 CONSULTATIVE COMMITTEE

- 14.1 A formal consultative committee of management and delegates will be formed following the approval of this agreement.
- 14.2 The committees will meet no less than four times a year to discuss matters of either local or state-wide concern.

15 UNION MEETINGS

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

16 SUPERANNUATION

- 16.1 The employer will make available to all employee superannuation coverage through the Seafarer's Retirement Fund (SRF).
- 16.2 The employer and employee contributions for all employees will be calculated on the employee's Annual Port Salary.

16.3 The employer contributions shall be:-

- 11.4% of the employee's Annual Port Salary commencing on and from the first pay period on or after 1 January 2001;
- 12.2% of the employee's Annual Port Salary commencing on and from the first pay period on or after 1 January 2002;
- 13.0% of the employee's Annual Port Salary commencing on and from the first pay period on or after 1 January 2003.

16.4 Notwithstanding sub clause 16.3 no full time employee shall receive a lower contribution than the SRF benchmark contribution.

16.5 Such contributions shall continue to be made whilst an employee receives accident make up pay.

17 CASUAL EMPLOYEES

17.1 Short term casual employees that is those who have not been employed to fill a slot in the roster shall be paid by the day at the rate of 1/7th of the appropriate Annual Port Salary weekly rate. For the purposes of defining a day in relation to the employment of a casual the 24 hour period shall commence at the commencement time of the shift.

17.2 In the event of a cancellation, the casual employee having been notified four hours prior to the notified starting time of the cancellation shall be paid \$80.00 for such cancellation.

The casual employee shall be paid the appropriate daily rate where the casual employee attends for work but is not required.

17.3 Casual employees who have been employed to fill a slot in the roster shall be entitled to all leave benefits that a permanent employee in the roster would enjoy.

18 SICK LEAVE

18.1 All accrued outstanding sick leave entitlements as at the commencement of this agreement shall be converted into days on the basis that seven hours accrued sick leave shall equal one day's sick leave entitlement.

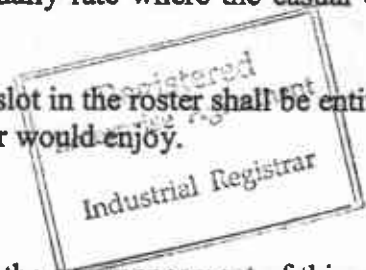
18.2 Sick leave shall be deducted and paid on the basis of 1/7th of the appropriate rate including the superannuation component.

19 REDUNDANCY

19.1 Where an employee is surplus to the requirements of the company due to changed Port conditions the following shall apply:

19.2 The company shall advise the union of the number of proposed redundancies.

19.3 In the event that a redundancy situation arises, redundancies will be applied by seeking expressions of interest in the port where the redundancies are to occur. If there are insufficient expressions of interest, packages may be offered to employees at other ports. This will be discussed with the union.



19.4 If there are insufficient applicants for voluntary redundancy, redundancies will take place on a last on first off basis in the port where the reduction in numbers has occurred.

19.5 The redundancy formula will be the sum of the following:

0 - 15years	4 week's pay per year of company service
16 - 25years	3 week's pay per year of company service
26 - 30 years	2 week's pay per year of company service
31 years and over	1 week's pay for every year of company service.

19.6 The redundancy package will be paid out at the employee's Annual Port Salary.

20 STANNARD BROS LAUNCH SERVICE TRAINEESHIP

20.1 Purpose

Stannard Bros' objective is to reduce the number of personnel it recruits externally for the positions of driver/MED. To do this it will provide training opportunities for General Purpose Hands (GPH) through a Cadetship Scheme.

20.2 Selection Process

Selection for the Traineeship Scheme will be on the basis of competitive selection based upon objective criteria.

20.3 Number of Trainees

From 1 July 2001 one position will be made available for existing General Purpose Hands to transfer into the Stannard Bros Launch Service programme.

20.4 The trainee will train for positions in the Stannard Bros fleet as either Master/MED.

20.5 The interest expressed by the employee and forecast operational requirements for Masters/MED. There shall be at least one trainee in training at any one time.

20.6 GPH Traineeship Remuneration - Existing Employees Remuneration For The Traineeship.

20.6.1 For all existing employees, that is, existing General Purpose Hands transferring onto the Traineeship programme remuneration will be calculated and paid as 75% of the Annual Port Salary established at the time of this agreement.

20.6.2 The company will treat sympathetically any request for assistance where an existing employee suffers financial hardship as a consequence of selection for entry to the Traineeship Scheme.

20.7 Traineeship Remuneration - New Employees

20.7.1 Any new employee engaged as a cadet will receive 75% average of the two ports at the base rate for a Stannard Bros Launch Service general purpose hand.



20.8 Traineeship Duties

- 20.8.1 The trainee's primary job function is to undertake training and shall not be regarded as a part of the crew of a vessel or mooring/unmooring gang. For example for harbour towage operations the manning for harbour towage operations is two or mooring gang six, a trainee assigned to a tug or mooring gang would be extra, not one of the determined crew number.
- 20.8.2 Where a trainee is required to undertake operational duties as a member of the crew, such as for outside runs or leave relief the trainee will receive the rate of remuneration that a crew member would receive for that work.

20.9 Trainee - Hours of Work and Leave

- 20.9.1 The trainee's normal hours of work shall be 0900 - 1700 Monday to Friday inclusive of any meal breaks.
- 20.9.2 A trainee shall be entitled to four weeks annual leave and shall receive all public holidays.

20.10 Training Programme

- 20.10.1 Each trainee shall have a personal training program that will be developed by Stannard Brothers Launch Services' training officer.
- 20.10.2 The training programme will allow the maximum amount of structured training. The structured training shall be delivered by Stannard Bros Launch Services' personnel who have themselves, received training that allows them to provide training and supervision of trainees.
- 20.10.3 The training programme will ensure that the trainee progresses through the training as promptly as possible.

20.11 Completion

- 20.11.1 Once the trainee has completed the training program he/she shall be engaged as a General Purpose Hand until a suitable vacancy arises. The trainees shall be used for leave relief and sickness/illness absence for all positions he/she is qualified and trained to fill. In those circumstances he/she shall receive the appropriate rate of pay.

20.12 Modular Training - General Purpose Hands

20.12.1 Introduction

- (a) Stannard Bros Launch Services will introduce a training system for General Purpose Hands
- (b) Prior to commencing operational duties a new employee shall complete an initial training program which will enable him/her to commence operational duties as a Provisional GPH
- (c) Once the employee has commenced operational duties he/she shall undertake further training to become a GPH

- (d) Once a GPH an employee will be provided with both refresher and revalidation training and specialised training. The availability of specialised training is set out below.

20.13 Provisional GPH Training

- (a) The minimum entry level qualification for a provisional general purpose hand shall be the National Maritime Operations Certificate 1 with additional modular training specific to the lines and mooring industry.
- (b) All new employees will be required to attain this level of training prior to commencing operational duties.
- (c) Stannard Brothers Launch Services will then provide training to GPH to enhance their ability to carry out their duties.

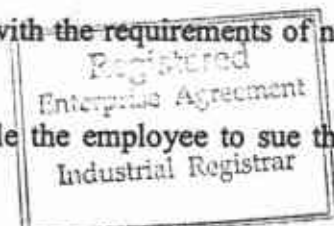
20.14 Remuneration - New Employees

20.15 Any new employee engaged as a trainee GPH, that is a new entrant to the Adsteam group of companies will receive 75 percent of the base rate of the Stannard Bros GPH while they are training to obtain the provisional GPH qualification.

20.16 Access to Training - GPH

20.16.1 Employees will have access to paid training time subject to:

- (a) access to training will be on merit and according to the potential of each employee;
- (b) the ability of the employee to conform with the requirements of national or state regulations;
- (c) the availability of positions which enable the employee to use the skills gained through training;
- (d) approval by company of the course to be attended;
- (e) the approval of the employee's application by the company (where the training proposal is at the initiative of the employee)
- (f) employees will, as a matter of course, be provided with training and refresher courses to ensure that they are able to carry out their requirements of their present positions as required by state legislation and Stannard Bros Launch Services' operational requirements



20.17 Accumulation of leave whilst training

20.17.1 An employee will not accrue or be debited leave while on training but shall receive his/her normal remuneration while on training.

20.18 Cost of Training

- (a) Where an employee undertake a course as part of the approved company training program all reasonable costs associated with the course will be paid

- (b) Where an employee on his or her own initiative undertake a course that is not part of the company training program but is relevant to employment he or she can request the financial assistance of the company for that course
- (c) Financial assistance, if given, will be limited to tuition fees, examination fees and reference material required for the course, and at the discretion of the company other costs as are fair and reasonable and agreed prior to the commencement of the course.

20.19 Implementation Process

- (a) Stannard Bros Launch Brothers will ensure that each of its operations determines the overall skills, competencies and specialised qualifications required for the fleet within that port. This task will be completed by 1 July 2001 and will be reviewed by the local Consultative Committee and the Advisory Board.
- (b) This will entail the development of skill matrices for positions on a generic basis, e.g. 1 for the GPH position and for individual positions.
- (c) An audit of the skills held by each employee within the each port would to be undertaken for the purpose of identifying the skills and qualifications held by our employees. This will be completed by 1 July 2001.
- (d) A plan, including a budget and timeliness to close the gap between the present state and the desired state would then be developed for each operation. This will result in each employee having an individual training plan. This will be completed by 1 July 2001.
- (e) Training will commence by 1 July 2001 or earlier wherever possible. A list of preferred training courses and training providers will be compiled and reviewed and audited on a regular basis.
- (f) Interviews will be held in June 2001 to select the employees to undertake the advanced training.
- (g) The personal performance appraisal process will be used to develop and review individual career paths and the training and resources required for individual career path progression. Personal performance appraisals will incorporate reviews of training undertaken during the year and training to be undertaken by each employee forthcoming assessment period.
- (h) Where Stannard Bros Launch Services operates a number of operations within a port it will create opportunities for employees to be rotated through those operations to enable skill development and accelerated acquisition of the time served component.
- (i) For example an employee could receive training on the tugs, bunkering operations, the lines running operation and finally pilot transfer. Agreement will have to be reached on the arrangements applying in relation to remuneration.

21 CONVERSION OF FROZEN ANNUAL LEAVE

21.1 Introduction

When the aggregate wage was introduced the value of accrued annual leave was frozen at the pre-aggregate wage weekly rate.

The parties have agreed a scheme that provides employees with two options to take that accrued frozen annual leave ("frozen leave"). The first option is to take the frozen leave as annual leave once the frozen leave has been converted to the currently weekly rate of pay. The second option is to sacrifice that leave, to the extent that it is lawfully possible, into a complying superannuation fund.

21.2 Conversion

All frozen leave shall be converted into leave payable on the currently weekly wage for each employee who has accrued leave by taking the value of the employee's frozen leave and dividing it by the employee's current weekly wage. This shall give a new, converted leave entitlement.

For example if an employee has frozen leave valued at \$5000 and his currently weekly wage is \$1000 then that employee would have a converted leave entitlement of five weeks.

21.3 Taking the Leave

Once the leave is converted, an employee can take up to 50% of the leave on or after 1/9/01 and the balance on or after 1/9/02. The leave can be taken as leave out of the roster, prior arrangement with management must be made or can be sacrificed into a complying superannuation fund provided that this is lawfully possible.

22 BANK FEES

The union has made a claim for reinstatement of a certain number of meal monies paid which were previously paid annually to compensate for bank fees.

The company maintains that it had the right, on reasonable notice, to cancel this entitlement.

In order to avoid all further controversy over this issue the company agrees to make a one off payment of \$45.00 to each employee who was employed by Stannard Bros Launch Services as a permanent employee at the time the entitlement was cancelled and who as a the date of registration of this agreement remains employed by Stannard Bros Launch Services.


In acceptance of the payment the union and its members for their parts agree not to pursue this claim any further.

23 SEXUAL HARRASSMENT & ANTI-DISCRIMINATION

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

24


SIGNATORIES

.....  Date 28.08.01

Manager, Stannard Brothers Launch Services

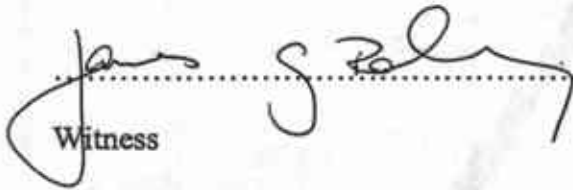
.....  Date 28.8.07
Witness

Signed for an on behalf of Stannard Bros Launch Services, in the presence of a witness.

.....  Date 28.08.01

Seamens' Union of Australia (NSW)



.....  Date 28.08.07
Witness

Signed for an on behalf of Seamens' Union of Australian New South Wales Branch, in the presence of a witness.

PART A**AREA INCIDENCE AND DURATION****1 Introduction**

This agreement shall be known as the Stannard Brothers Launch Services Port Botany and Port Jackson Enterprise Bargaining Agreement.

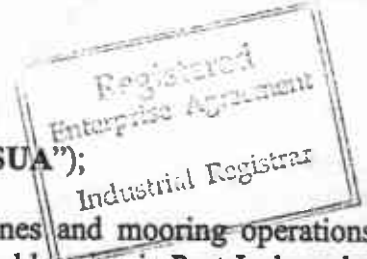
This Agreement is made between:

Marine Plant Holdings (the company) trading as Stannard Brothers Launch Services ("SBLs");

and

The Seamens' Union of Australia, New South Wales Branch ("SUA");

and applies on behalf of the SUA members in respect of lines and mooring operations carried out by SBLs in Port Botany and Port Jackson and tug and barging in Port Jackson by Australian Maritime Surveys Pty Limited.



- 2** This agreement shall be read in conjunction with the Marine Motor Drivers, Coxswains and c. (State) Award published 7 June 1993 (274 I.G. 1215), as varied, ("the parent award") and shall cover the operations of SBLs and Australian Maritime Surveys Pty Limited in Port Jackson and Port Botany. To the extent of any inconsistency between the parent award and this agreement, this agreement shall prevail to the extent of any inconsistency.
- 3** This agreement supersedes all other unregistered agreements written or oral. With the exception of any prevailing statutory rights, the terms and conditions of employment of the employees covered by this agreement shall be solely contained in this agreement and the parent award.
- 4** This agreement shall take effect on and from 1 January 2001 and shall remain in force until 31 December 2003.

PART B**GENERAL PRINCIPLES**

- 1 SBLs, its employees and their union, the SUA, are committed to providing a lines and mooring service and a small tug and work boat 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 SBLs is also committed to reducing the amount of physical exertion required in hauling lines. During the life of this agreement SBLs 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 Jackson and Port Botany. It wants to build upon the boat handling skills of its workforce. All parties to this agreement agree to work together to pursue this goal and accept that the new work may be outside of SBLs's traditional areas of business. 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 fairly constant over the life of this 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 shop committees and the union.



PART C

GENERAL PROVISIONS

MONETARY RATES

Table 1 - Salaries

Deckhand	Annual Wage	Annual Benefit Entitlement	Total Remuneration Package
1-Jan-01	45423.00	11355.75	56778.75
1-Jan-02	46785.69	11696.42	58482.11
1-Jan-03	48189.26	12047.32	60236.58

Driver	Annual Wage	Annual Benefit Entitlement	Total Remuneration Package
1-Jan-01	47921.37	11980.34	59901.71
1-Jan-02	49359.01	12339.75	61698.76
1-Jan-03	50839.78	12709.94	63549.72

Registered
Enterprise Agreement

Industrial Registrar

TABLE 2 - OTHER RATES AND ALLOWANCES

Item No	Clause No	Brief Description	Amount \$
1	4	Charge hand's allowance	52.00 per week
2	11.4	Reimbursement for prescription sunglasses	38.10 per annum
3	11.6	Telephone allowance	244.00 per annum
4	11.5	Casual Clothing allowance	5.76 per week

SCHEDULE A – Proposed Aggregate Wage Roster

Sydney Port Jackson

Daylight shift hours coverage 0300 hours to 1500 hours
consisting of 10 men on a rotating roster.

Nightshift hours coverage 1500 hours to 0300 coverage hours
consisting of 8 men on a rotating roster.

Botany

Dayshift hours coverage 0500 hours to 1700 hours
consisting of 10 men on a rotating roster.

Nightshift hours coverage 1700 hours to 0500 hours
consisting of 8 men on a rotating roster.

