

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA00/327

TITLE: M.V. Wallarah Seafaring Employees Enterprise Agreement 2000

I.R.C. NO: 2000/5483

DATE APPROVED/COMMENCEMENT: 20 November 2000

TERM: 36 months

**NEW AGREEMENT OR
VARIATION: New**

GAZETTAL REFERENCE:

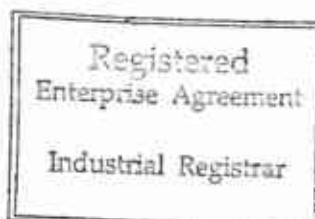
DATE TERMINATED:

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COVERAGE/DESCRIPTION OF

EMPLOYEES: Applies to Seafarer/Deckhands on the MV Wallarah

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





**COAL OPERATIONS
AUSTRALIA LIMITED**

M.V. WALLARAH

SEAFARING EMPLOYEES

ENTERPRISE AGREEMENT 2000

Registered
Enterprise Agreement

Industrial Registrar

ARRANGEMENT

| <u>Clause</u> | <u>Page No.</u> |
|---|-----------------|
| 1. PARTIES TO THE AGREEMENT | 3 |
| 2. APPLICATION | 3 |
| 3. TITLE | 3 |
| 4. DEFINITIONS..... | 3 |
| 5. OBJECTIVES AND INTENTIONS..... | 3 |
| 6. COMMENCEMENT AND DURATION | 4 |
| 7. RELATIONSHIP WITH AWARD OR OTHER AGREEMENTS | 4 |
| 8. TYPES OF EMPLOYMENT | 4 |
| 9. REMUNERATION | 5 |
| 10. AMENITIES AND QUARTERS..... | 9 |
| 11. LEAVE..... | 9 |
| 12. HOMEPORT | 10 |
| 13. SICKNESS AND ACCIDENT | 11 |
| 14. MANNING | 11 |
| 15. HOURS AND DUTIES..... | 11 |
| 16. PERFORMANCE ASSESSMENT | 11 |
| 17. SAILING SHORTHANDED..... | 12 |
| 18. INDUSTRIAL/PROTECTIVE CLOTHING..... | 12 |
| 19. TERMINATION OF EMPLOYMENT | 13 |
| 20. DISPUTE SETTLEMENT PROCEDURE | 14 |
| 21. MOORING/UNMOORING..... | 16 |
| 22. OCCUPATIONAL HEALTH, SAFETY, ENVIRONMENT AND REHABILITATION | 16 |
| 23. CONSULTATION..... | 17 |
| 24. NO EXTRA CLAIMS | 17 |
| 25. TRAINING | 17 |
| 26. REDUNDANCY | 18 |
| 27. DISCIPLINARY PROCEDURES | 18 |
| 28. LEAVE RESERVED..... | 18 |



1. PARTIES TO THE AGREEMENT

Coal Operations Australia Limited (hereinafter referred to as "the Company")
Level 39, Grosvenor Place, 225 George Street, Sydney NSW 2000.

and

Seamans Union of Australia, New South Wales Branch (SUA) and Seafaring employees employed on board "MV Wallarah".

2. APPLICATION

This agreement covers members, and persons who are eligible to be members of the SUA who are employed by Coal Operations Australia Ltd.

3. TITLE

The Agreement shall be known as the "MV Wallarah" Seafaring Employees Enterprise Agreement 2000.

4. DEFINITIONS

"the Company" means Coal Operations Australia Limited.

"SUA" means the Seamans Union of Australia, New South Wales Branch.

"Vessel" means the "M.V. Wallarah"

"Employee" means a seafarer employed by the company on a permanent, probationary or relieving basis.

"rostered shift" means a duty shift as per the roster

"Committee of management" means a consultative committee elected by the employees.

"Commission" means the Industrial Relations Commission of New South Wales.

"day" means the 24 hours midnight to midnight



5. OBJECTIVES AND INTENTIONS

The objectives of this Agreement are:

- (i) To meet the operational requirements of the Company in relation to the vessel "MV Wallarah" in a safe, productive and efficient manner.

- (ii) To maintain harmonious relations between the Company, its seafaring employees and the SUA.
- (iii) To ensure at all times that work is done in the most flexible and cost effective manner.
- (iv) To ensure continued viability of the Company's shipping operations and as a consequence employment security for its seagoing staff.
- (v) It establishes a personal performance appraisal system whereby all promotions and continuing employment reflect the employees qualifications, job performance and experience.
- (vi) The annual appraisal will be conducted by the CIR. The appraisal will be forwarded to the Master for comment and approval.

6. COMMENCEMENT AND DURATION

This agreement shall remain in force for a period of 3 years from the date of certification.

The term of this agreement may be altered by agreement to 2 years if there is any significant change that occurs within 2 years of certification of this agreement that has not been anticipated by either party prior to certification date.

Negotiations for renewal of this agreement shall commence 3 months prior to its expiry.

7. RELATIONSHIP WITH AWARD OR OTHER AGREEMENTS

Unless otherwise stated in this agreement the terms and conditions of this agreement shall be read and applied in conjunction with Collier (State) Award as varied to date. the provisions of this agreement shall to the extent of any inconsistency with the provision of the Collier (State) Award prevail over the provisions of that Award. This certified agreement replaces all previous certified agreements.



8. TYPES OF EMPLOYMENT

Employees under this agreement may be employed under one of the categories described below:

8.1 PROBATIONARY EMPLOYEES

8.1.1 A probationary employee is a full-time employee who is engaged or employed for a probationary period of the purpose of determining the

employee's suitability for permanent employment.

8.1.2 The employee must be advised in advance that the employment is probationary and the duration of the probation which can be up to three months (excluding periods of leave).

8.1.3 Probationary employment forms part of an employee's period of continuous service for all purposes of the award.

8.2 PERMANENT EMPLOYEES

For all purposes of this agreement, a permanent employee is an employee not specifically engaged as a casual/relief employee.

8.2.1 Recruitment of Permanent Employees

- (a) The Company will access the ASA's database for a list of prospective candidates. This may not be limited to Newcastle Home porters even in the first round.
- (b) All candidates will be assessed. (Safety Awareness Profile, qualifications, previous work history, referees etc.), prior to interview.
- (c) The Company will where possible invite a workforce representative on the swing where a vacancy exists to be on the interview panel.
- (d) If the candidates do not meet the Companies criteria and a suitable employee cannot be found then a second stage will commence with the vacancy advertised.

8.3 CASUAL/RELIEF EMPLOYEES

8.3.1 A casual/relief employee is an employee specifically engaged as such.

8.3.2 A casual employee will be paid the appropriate daily or weekly rate, calculated in accordance with clause 9 - remuneration.

8.3.3 The company will access the ASA 's seafarer's database when engaging casual / relief employees.

9. REMUNERATION

Salary

Salaries for Double Shifting shall be as follows on and from the first pay period from:



| | 31/10/98 | 21/02/00 | 21/02/01 | 21/02/02 |
|-------------------|----------|----------|----------|----------|
| Chief IR | \$61,677 | \$64,761 | \$67,351 | \$69,372 |
| Caterer Cook | \$61,677 | \$64,761 | \$67,351 | \$69,372 |
| Caterer Steward | \$61,677 | \$64,761 | \$67,351 | \$69,372 |
| Integrated Rating | \$57,899 | \$60,794 | \$63,226 | \$65,122 |

Salaries for Single Shifting shall be as follows on and from the first pay period from:

| | 31/10/98 | 1/7/00 | 21/02/01 | 21/02/02 |
|-------------------|----------|----------|----------|----------|
| Chief IR | \$58,739 | \$61,523 | \$63,984 | \$65,903 |
| Chief Cook | \$58,739 | \$61,523 | \$63,984 | \$65,903 |
| Chief Caterer | \$58,739 | \$61,523 | \$63,984 | \$65,903 |
| Integrated Rating | \$55,143 | \$57,754 | \$60,064 | \$61,866 |

- (a) Single shift salaries are a reduction of 5% of the Double Shifting rate applicable at the time due to the employment of two additional IRs as an interim arrangement for single shifting. Single shifting rates will be increased by an increment of 2.5% for each permanent employee IR that leaves the Company employment and is not replaced.
- (b) Salaries will be calculated and paid at a daily rate to all employees for each full day of duty and leave. The annual salary shown in the table above will be divided by 52 weeks then by 7 days to calculate the daily rate. The Company will pay salaries weekly, but may alter this after consultation with the permanent employees to fortnightly or monthly pays. Casual and relief employees will be paid weekly. No additional or other payment shall be payable in respect of overtime, roster arrangements, weekend work or any other penalty disability of any kind to any other condition of employment whatsoever and shall be deemed to include hard lying and collier allowances.

Also included in the salary will be:

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

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

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These increases take account of any increases that might otherwise be available as a result of National Wage decision or decisions of the Commission during with or respect to the term of this Agreement.

Relief and probationary employees are to be paid the salary as nominated in remuneration clause (9). The Company will contribute to their nominated industry super scheme the required amount to meet legislative requirements of the Seafarers Retirement fund.

An employee employed as a relief or on a probationary basis whose employment is terminated except for misconduct shall be paid an amount equivalent to a percentage of the salary earned during the period of employ

■ if termination be within 21 days *7.5%

■ if termination be after 21 days or more *5%

*Includes payment for leave taken but not payment in lieu of leave on termination. Does not include travel and telephone allowances. Employment includes total period of employ including leave periods taken.

(c) Telephone Rental and Traveling as at 1.01.00

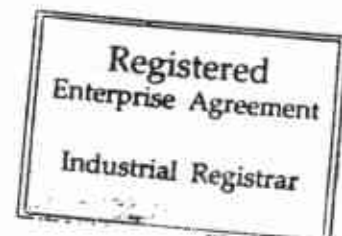
Allowance: \$4,579 (Sydney)
 \$4,109 (Newcastle)

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

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

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

(e) Salary Package



The salary package will entitle the employee to have deducted from the package the following items at the cost to the Company. The calculation of the salary package as agreed will be attached to each employee's copy of the agreement as an appendix. This appendix will signify the employee's acceptance of the deduction being made to the package for the various terms listed below.

Any change in Government rulings regarding the treatment of these benefits will result in the parties entering into negotiations.

Items to be incorporated in the salary package:

(i) Motor Vehicle

conditions attached to the acceptance of a motor vehicle are detailed in the coal motor vehicle policy. Note: Commencement will not commence prior to the introduction of the GST and the implications of all tax changes are detailed.

(ii) Housing

The Company may provide the employee with a Company owned fully maintained house and will pay expenses in connection with the making good of normal wear and tear of the house and will keep the house in good order and condition. the company will pay rates and taxes in respect of the house.

The employee undertakes to maintain the house and yard in a clean and tidy condition and accepts that he will reimburse the company for damage, repairs or further work which may have to be carried out over and above normal wear and tear. He also agrees not to undertake any painting or carry out alterations to the structure or fittings without prior approval from the company.

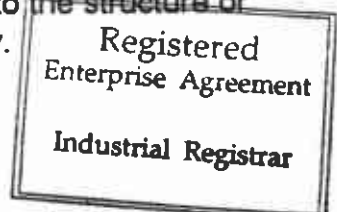
(iii) Electricity / Gas

The Company may pay electricity/gas accounts calculated on the basis of the employee's previous 12 months accounts.

(v) Telephone

The Company may pay telephone accounts calculated on the basis of the employee's previous 12 months accounts.

v) Salary sacrifice of Employee Superannuation payments.



Employees will be able to salary sacrifice into a Superannuation scheme of their choice, provided the scheme meets all the requirements of the relevant Superannuation legislation as amended.

(g) Meal Breaks and Catering

- (i) The caterer will be required to prepare three meals in each 12 hour shift and normally there will be two one hour meal breaks in each 12 hour shift which may be varied by the Master where necessary, to meet operational requirements. The shipboard management team will determine when normal meal breaks shall be taken.
- (ii) The Caterer/Cook meal breaks will be taken in conjunction with the operational requirements of the vessel and the Caterer/Steward will assist the Caterer/Cook in the catering department when assistance is required.
- (iii) Employees will apply flexibility in the taking of breaks.

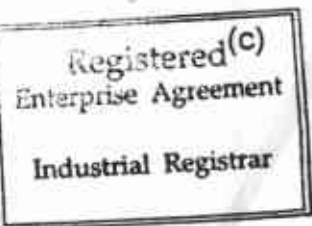
10. AMENITIES AND QUARTERS

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

11. LEAVE

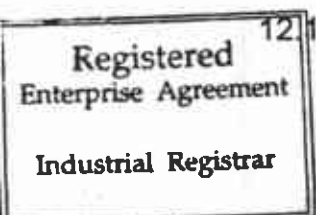
- (a) Every employee shall be entitled to accrue intervals of leave from the vessel without loss of pay at the rate of 1.167 intervals of leave for each day of duty on board the vessel during employment. The said rate of accrual shall be deemed to include annual leave and gazetted holidays.
- (b) Roster leave shall be taken in accordance with the duty cycle. Attached as agreed roster cycles Schedule A.

- (c) If on a roster weekend, Public holiday or when external factors prevent normal voyages an employee is not required to work by the company while on roster duty, such employee will be debited with leave against the 1.167 leave entitlement. The Company will give notice to the vessel of 48 hours if a roster duty weekend or public holiday is to be a no sail day. Employees and the Company shall remain flexible in the strict application of 48 hours notice based on circumstances and agreement at the time.
- (d) If the Company requires no sail days at other than the above times the period of annual leave "booking Off" shall be in blocks of 3 days.



- (e) Leave entitlements can be taken at any time with prior approval of the Company.
- (f)
 - (i) Upon termination of employment an employee shall be paid at the relevant salary for the position in which the employee served for the majority of that most recent rostered duty period for all intervals of leave in that rostered duty period accrued to which the employee is entitled at the date of termination.
 - (ii) Leave entitlements can be taken at any time with prior approval of the company.
- (g) Leave will not accrue in relation to the following:
 - (i) A day when an employee is on leave;
 - (ii) A day, or part of that part of a day, during which an employee fails or refuses to attend for or perform work as lawfully required by the employer.
 - (iii) Any day on which the employee is undertaking an approved course of study or training ashore;
 - (iv) When an employee's engagement is less than one day;
 - (v) A day when an employee accepts shore-based secondment;
- (h) When the vessel has ceased operation for the purpose of survey, overhaul, docking or other operational reason, the company may require an employee to take accrued leave and where an employee's leave has expired, the company may require an employee to take up to fourteen days in advance

12. HOMEPORT



The parties agree that as from the date of the implementation of the agreement, all permanent employee replacements will only occur with Newcastle home porters. Relief and casual employees' homeport will be mutually agreed upon between the employer, the Union and the employee concerned.

- 12.2 There is to be no accommodation for Newcastle Home porters. The Company will accommodate Sydney home porters at a suitable location with access to food for meals not taken on board. All Sydney home porters will be crewed on the same swing (where practicable and this will be facilitated by the Company) to eliminate multiple hire cars. There will be one hire car provided each day to coincide with the change over times at the commencement and end of shifts. A meal allowance (as per Colliers Award) will be paid for meals unable to be taken on board. All other expenses

incurred will be to the employee's account with the exception of phone calls made on behalf of the employer.

13. SICKNESS AND ACCIDENT

Sickness

In the event of an employee suffering sickness or accident of the kind referred to in section 127 and 132 of the Navigation Act in circumstances where an owner of a ship would, under these sections, be required to continue payment of wages, the employee shall be paid the aggregate wage rate prescribed in Clause 9 of this Agreement in accordance with the said sections and thereafter he shall be paid in accordance with the provisions of New South Wales Compensation Act 1926, as amended.

14. MANNING

Subject to clause 21 and 23, the company may optimise manning levels after due consideration of all legislative requirements, changes in technology and work arrangements. Should the company be required to reduce or increase the number of employees in its workforce on board the MV Wallarah, it will seek to reach agreement with the employees and Union that provide for the rights of the employees and the requirements of the operation.

In the absence of such agreement being reached, the reduction or increase in number of employees shall be to meet the requirements of the operation.

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

15. HOURS AND DUTIES

(a) The vessels operation is to be optimised:

A crew member's duty swing will ordinarily work 12 hours on 12 hours off over their duty cycle. Extraordinary operational factors will cause at times all parties to be flexible in the application of this clause, following consultation.

An employee will be required to carry out all duties which are within the employee's skills, certification, competence, training and applicable legislation.



16. PERFORMANCE ASSESSMENT

16.1 The employee appraisal program is designed to assess an employee's performance with the view to identifying their training, educational and safety needs.

- 16.2 Each CIR will assess all employees they are sailing with so as to ensure each employee is assessed at least once per year.
- 16.3 An employee who is assessed, as not meeting expectations will be counselled by the master and performance improvement criteria will be agreed upon.
- 16.4 The employee being appraised will be given the appraisal report at least 24 hours prior to signing it and has the right to add any comments considered necessary.
- 16.5 Where incidents of under performance are noted between reviews these should be addressed at the time with the view of improving the employees performance prior to the next appraisal.
- 16.6 An employee may elect to discuss the appraisal with their "one up" manager namely, the shipping manager.
- 16.7 If there is disagreement on the conclusion of a review with the "one up" manager, the employee may request that he/she be represented by an official of the SUA at a subsequent review with management.
- 16.8 It is the CIR' s responsibility to see that the reviews are completed.
- 16.9 Should any difficulties arise in the operation of the appraisal system, the company and an official of the SUA will hold discussions with the aim of reaching a mutually satisfactory solution.
- 16.10 The employee will be given the copy of the appraisal and the original will be sent to the company for its confidential use only.
- 16.11 The appraisal system will be reviewed on an annual basis.



17. SAILING SHORTHANDED

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

18. INDUSTRIAL/PROTECTIVE CLOTHING

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

The Company will supply to SUA crew members -

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

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

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

19. TERMINATION OF EMPLOYMENT

By the Company

- (a) A permanent employee, under this Agreement, whose employment is to be terminated, shall be given not less than 28 days notice either at sea or in the Port of Newcastle. Same notice may be given by the master or the officer-in-charge on behalf of the company and may be given orally or in writing.
- (b) An employee may be given notice pursuant to this clause at any time including when he is on or is about to go on leave of any kind whatsoever and the period of notice shall in such case run during the period of leave.
- (c) By agreement between the employee, the union and the company, an employee whose ship is decommissioned for a period of six weeks or less shall not have his employment terminated by the company for the reason that the ship has been decommissioned; provided that it is possible to arrange for the employee to do suitable work on the ship during such part of the decommissioning period as is not covered by leave. For this purpose the employee may be required to take leave in advance to the extent of fourteen intervals of leave.
- (d) Notwithstanding anything herein before contained, in the event of a vessel going out of commission owing to any strike, ban, limitation, or restriction upon the performance of work by any of the ship's crew, the Company's obligation in respect of notice of termination shall be, in any case where the nature and period of employment would otherwise require longer notice under the Award, limited to four weeks notice.

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

Dismissal

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

By the Employee

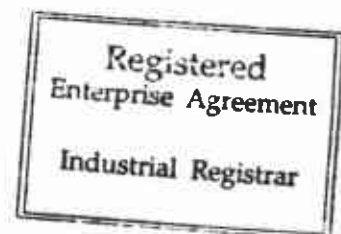
- (i) An employee who desires to terminate his employment shall give not less than 28 days notice to the master or officer-in-charge of the vessel. Such notice may be given either at sea or in the Port of Newcastle provided that:

Wrongful Discharge

- (j) If an employee is discharged otherwise than in accordance with the Navigation Act 1912 as amended, the terms of his agreement or with the provisions of this agreement without fault on his part justifying that discharge and without his consent, he shall be entitled to receive from the company in addition to any remuneration he has earned, compensation not being less than four weeks salary and may recover that compensation as if it were salary duly earned.
- (k) If the employee is so discharged elsewhere than at the port of discharge mentioned in the agreement, he shall be entitled to all the benefits of the provisions of the award applicable to the discharge of an employee at any port other than his home port.
- (l) Regard shall be had to the provisions of this clause in any application by, or on behalf of, an employee for reinstatement.

20. DISPUTE SETTLEMENT PROCEDURE

- (a) When an industrial matter arises:
- (i) The delegate shall first approach the Master of the vessel and advise him of the specific nature of the problem or request. All reasonable efforts shall be made to resolve industrial or operational problems on board the vessel. Careful attention shall be paid to such problems to ensure that frustration's do not develop.
- (ii) If any matter cannot be resolved under paragraph (i).



- the Master shall immediately, whether at sea or in port, advise the appropriate Company representative;
- the delegate shall immediately, whether at sea or in port advise a Newcastle branch official of the SUA;
- the Newcastle branch official and the appropriate officer of the Company will take all reasonable steps to achieve the resolution of the problem; and
- should the Newcastle branch official not be immediately available, then the matter should be referred to the Federal Office who will nominate the union official to deal with the matter.

(iii) If any problem then remains unsolved under paragraph (ii) the Newcastle branch official and the Company representative, shall respectively and without delay refer it to a Senior Officer of the Union and senior Company Manager who will confer and endeavour to achieve a resolution.

(iv) In the case of a matter arising at federal level, a Senior Officer of the Union and the senior Company Manager shall discuss the matter and endeavour to settle it.

(v) If the matter remains unresolved, it shall be referred to the NSW Industrial Relations Commission for determination.

(vi) The Company, the SUA and employees affirm that the provisions of this clause are designed to ensure that all claims, issues and disputes are resolved as soon as practicable. It is the intention of the parties that work shall continue pending a resolution or determination in accordance with the provisions of this clause of any matter in issue (including period of non-availability of Union executives).

(b) It is essential that where an industrial matter arises that the issues and the reasons for and against are accurately defined and recorded by all concerned to ensure that ambiguities do not arise. Prompt and careful consideration shall be given to all claims, requests and industrial questions and reasonable time allowed to enable proper investigations to take place in order to satisfactorily resolve the problem.

(c) The provisions of this clause shall not effect in any way any other rights and duties of any party to this Agreement pursuant to the NSW Industrial Relations Act or any other act or at common law in relation to any matter.



21. MOORING/UNMOORING

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

22. OCCUPATIONAL HEALTH, SAFETY, ENVIRONMENT AND REHABILITATION

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

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

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

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

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

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

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

Environmental Policy

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

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

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

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

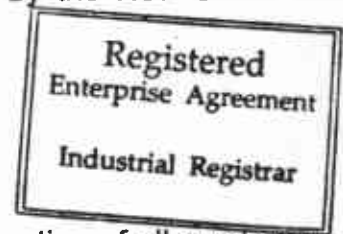
Adherence to the Policy will enable production goals to be achieved whilst upholding the objectives of compliance with environmental legislation and achievement of a standard of environmental excellence.

23. CONSULTATION

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

24. NO EXTRA CLAIMS

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



25. TRAINING

- (a) The company is committed to the training and education of all employees.
- (b) All employees will be required to participate in the training and education of fellow employees on-the-job as part of their daily responsibilities.
- (c) Through consultation with the work's committee, the company will determine the training requirements. training priorities will focus on the needs of the operation over the needs of the individual.
- (d) All training, with the exception of on-going vendor training, will be competency based with clearly defined outcomes to agreed standards. Skills gained will meet national accreditation requirements where appropriate.

26. REDUNDANCY

An employee whose services are terminated because of the decommissioning and sale off the coast of this vessel and

Who is not offered alternative employment by the employer, will be paid three weeks salary at the rate to which the employee was entitled at the time of termination for each completed year of continuous service with Coal Operations Australia Ltd and pro rata for completed months with the company.

The entitlement under this clause shall not be less than the total redundancy benefit that would be payable under the Industry Mainframe Agreement (the "17th April 1998 document").

27. DISCIPLINARY PROCEDURE

The disciplinary procedure described in the Company's Maritime code of conduct shall apply to employees who by their actions breach the OH&S Act and also when an employee breaches the Navigation Act, is in contravention of any rule, code, marine order or Company policy applying to the vessel.

28. LEAVE RESERVED

The parties have entered into this Agreement in the expectation that current levels of operation, and business for the Company will remain substantially unaltered for the term of this Agreement.

If circumstances affecting the Company's operations or business lead to the reduction, cessation or growth of the business, the Company and the unions shall confer in order to resolve any issues that arise from those changes in circumstances. The parties shall endeavour to resolve such issues in accordance with the dispute settlement procedure in this agreement.

Should changes occur or sections of the Navigation Act be repealed within the life of this agreement, that effect the conditions or entitlements of either party, then the parties to this agreement shall endeavour to resolve such issues as expeditiously as possible.

**Registered
Enterprise Agreement
Industrial Registrar**

APPENDIX

Name:

Classification:

| |
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| <p>Salary Package</p> <p>Base Salary</p> <p>Elective Deductions:</p> <p>Motor Vehicle</p> <p>Housing</p> <p>Electricity/Gas</p> <p>Telephone</p> <p>Superannuation</p> <p>Total Elective Deductions:</p> <p>CASH SALARY</p> <p>TAX PAYABLE</p> <p>NET CASH SALARY</p> |
|--|

Signature:

Date:

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| <p>Registered Enterprise Agreement Industrial Registrar</p> |
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DUTY CYCLE

Schedule A

The Company and Complement of the MV Wallarah have agreed to operate the following three Rosters and all form part of this Agreement. The Company reserves the right to change Rosters by giving the MV Wallarah's Complement 12 weeks notice of such change. The change of Roster will be for a minimum of one year, unless there is a significant change to the operation, at which point both parties will meet to reach agreement on changing the Roster.

TWO (2) CREW OPERATION.

The vessel will be manned by two crews (one crew on duty, one crew on leave) working 21 duty days and then having 21 leave days. The normal hours of operation will be 12 hour shifts worked 7 days per week with continuity of operations.

See attached Roster :- Two (2) Crew Roster.

THREE (3) CREW OPERATION

The vessel will be manned by three crews (two crews on duty and one crew on leave) working Monday to Friday and every second Saturday on a rotational basis. The vessel will operate 24 hours per day Monday to Friday and 12 hours on the roster Saturday with continuity of operations. The vessel will operate as per the roster with no additional voyages to load coal at Catherine Hill Bay being required. The roster will not operate during periods of docking when alternative work arrangements may be necessary.

Under the 3 crew roster arrangement it is agreed that each employee shall be guaranteed 14 days annual leave per annum for 182 days of duty as per the duty roster and pro rata 14 days of annual leave for days of duty less than 182 days. The "book off" arrangement (clause 11c & 11d) will apply to days in excess of the "agreed annual leave of 14 days", only for the 3 crew roster system, but will be applied without variation to a 2 crew or 4 crew operation.

See attached Roster :- Three (3) Crew Roster.

FOUR (4) CREW OPERATION

The vessel will be manned by four crews (two crews on duty and two crews on leave) working 21 duty days and then having 21 days leave. The vessel will operate 24 hours, 365 days per annum, 7 days per week with continuity of operations.

See attached Roster :- Four (4) Crew Roster.

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| Registered Enterprise Agreement Industrial Registrar |
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TWO (2) CREW ROSTER

| CREW | Mon | Tue | Wed | Thu | Fri | Sat | Sun | Mon | Tue | Wed | Thu | Fri | Sat | Sun | Mon | Tue | Wed | Thu | Fri | Sat | Sun |
|------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|
| A1 | D | D | D | D | D | D | D | D | D | D | D | D | D | D | D | D | D | D | D | D | D |
| B1 | L | L | L | L | L | L | L | L | L | L | L | L | L | L | L | L | L | L | L | L | L |

| | | | | | | | | | | | | | | | | | | | | | |
|----|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| A2 | L | L | L | L | L | L | L | L | L | L | L | L | L | L | L | L | L | L | L | L | L |
| B2 | D | D | D | D | D | D | D | D | D | D | D | D | D | D | D | D | D | D | D | D | D |

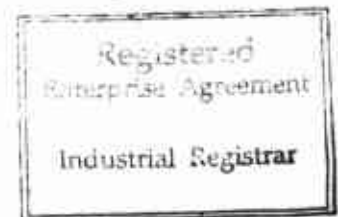
"D" is first ship

"L" is Leave

2 crews A & B. 3 week cycle.

21 days on duty, 21 days on leave

The number after A or B indicates the cycle



FOUR (4) CREW ROSTER

| CREW | Mon | Tues | Wed | Thur | Fri | Sat | Sun | Mon | Tues | Wed | Thur | Fri | Sat | Sun | Mon | Tues | Wed | Thur | Fri | Sat | Sun | |
|------|-----|------|-----|------|-----|-----|-----|-----|------|-----|------|-----|-----|-----|-----|------|-----|------|-----|-----|-----|---|
| A1 | D | D | D | D | D | D | D | D | D | D | D | D | D | D | D | D | D | D | D | D | D | D |
| B1 | N | N | N | N | N | N | N | N | N | N | N | N | N | N | N | N | N | N | N | N | N | N |
| C1 | L | L | L | L | L | L | L | L | L | L | L | L | L | L | L | L | L | L | L | L | L | L |
| D1 | L | L | L | L | L | L | L | L | L | L | L | L | L | L | L | L | L | L | L | L | L | L |

| | | | | | | | | | | | | | | | | | | | | | | |
|----|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| A2 | L | L | L | L | L | L | L | L | L | L | L | L | L | L | L | L | L | L | L | L | L | L |
| B2 | L | L | L | L | L | L | L | L | L | L | L | L | L | L | L | L | L | L | L | L | L | L |
| C2 | D | D | D | D | D | D | D | D | D | D | D | D | D | D | D | D | D | D | D | D | D | D |
| D2 | N | N | N | N | N | N | N | N | N | N | N | N | N | N | N | N | N | N | N | N | N | N |
| A3 | N | N | N | N | N | N | N | N | N | N | N | N | N | N | N | N | N | N | N | N | N | N |
| B3 | D | D | D | D | D | D | D | D | D | D | D | D | D | D | D | D | D | D | D | D | D | D |
| C3 | L | L | L | L | L | L | L | L | L | L | L | L | L | L | L | L | L | L | L | L | L | L |
| D3 | L | L | L | L | L | L | L | L | L | L | L | L | L | L | L | L | L | L | L | L | L | L |
| A4 | L | L | L | L | L | L | L | L | L | L | L | L | L | L | L | L | L | L | L | L | L | L |
| B4 | L | L | L | L | L | L | L | L | L | L | L | L | L | L | L | L | L | L | L | L | L | L |
| C4 | N | N | N | N | N | N | N | N | N | N | N | N | N | N | N | N | N | N | N | N | N | N |
| D4 | D | D | D | D | D | D | D | D | D | D | D | D | D | D | D | D | D | D | D | D | D | D |

"D" is first ship

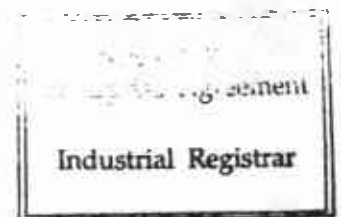
4 crews A, B, C & D

"N" is second ship

21 days on duty, 21 days off duty rotating first and second ship.

"L" is leave

The number after A,B,C & D indicates the cycle



**THREE CREW SHIPPING
ROSTER**

| CREW | Mon | Tues | Wed | Thur | Fri | Sat | Sun | Mon | Tues | Wed | Thur | Fri | Sat | Sun |
|------|-----|------|-----|------|-----|-----|-----|-----|------|-----|------|-----|-----|-----|
| A1 | D | D | D | D | D | D | | D | D | D | D | D | | |
| B1 | N | N | N | N | N | | | N | N | N | N | N | | |
| C1 | L | L | L | L | L | | | L | L | L | L | L | | |
| A2 | N | N | N | N | N | | | N | N | N | N | N | | |
| B2 | L | L | L | L | L | | | L | L | L | L | L | | |
| C2 | D | D | D | D | D | D | | D | D | D | D | D | | |
| A3 | L | L | L | L | L | | | L | L | L | L | L | | |
| B3 | D | D | D | D | D | D | | D | D | D | D | D | | |
| C3 | N | N | N | N | N | | | N | N | N | N | N | | |

"D" is Day
Shift

3 crews A, B & C

"N" is Night
Shift

The number after A, B & C indicates the period
within the cycle

"L" is Leave

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|--|
| <p>Registered Enterprise Agreement Industrial Registrar</p> |
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SIGNED FOR THE COMPANY:

B Black

Date:

30/10/00

WITNESS:

[Signature]



SIGNED FOR THE SUA:

J. Doyle

Date:

27/10/00

WITNESS:

[Signature]