

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA99/307

TITLE: Burns Point Ferry Enterprise Agreement 1999

L.R.C. NO: 99/4443

DATE APPROVED/COMMENCEMENT: 5 October 1999

TERM: 30 June 2002

**NEW AGREEMENT OR
VARIATION:** New

GAZETTAL REFERENCE:

DATE TERMINATED:

NUMBER OF PAGES: 7

**COVERAGE/DESCRIPTION OF
EMPLOYEES:** Applies to employees working on the Burns Point Ferry

PARTIES: Australian Business Industrial [formerly Chamber of Manufactures of New South Wales (Industrial)] -&- Nicholas Haasz, Trevor Martin, Richard Trindall, Brock Wager



BURNS POINT FERRY ENTERPRISE AGREEMENT 1999



1 - ARRANGEMENT

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2 - TITLE

The title of this agreement shall be the Burns Point Ferry Enterprise Agreement 1999 otherwise referred to herein as the 'Agreement'

3 - PARTIES

The Parties to this Agreement are Warren John Watkins ('the Employer') and the employees employed to work on the Burns Point Ferry. The Burns Point Ferry is a vehicular Ferry that operates through a contract with Ballina Shire Council and operates between the hours of 5.30am and 12.30am, seven days a week.

4 – PREAMBLE

- 4.1. The purpose of this agreement is to ensure the safety and security of employees working on the Burns Point Ferry. Due to operational requirements one person operates the ferry. At close of business (12.30am) the ferry is anchored in the middle of the Richmond River. Employees have two concerns if they are required to disembark from the ferry they are:
- 4.1.1 The danger of alighting from the ferry into a boat and rowing to shore in darkness.
 - 4.1.2 The possibility of being a target for theft, when they reach shore with the takings from the ferry.
- 4.2 The Employer and Employees prefer to stay on the ferry over night by working a broken shift, and completing the shift in the morning.

5 - OBJECTIVES

- 5.1 The objectives of this Agreement are:
- 4.1.1 The safety and security of employees whilst working on the Burns Point Ferry
 - 5.1.2 Facilitate efficiency and productivity of the ferry service for the benefit of the employees and customers;
 - 4.1.2 Develop and maintain a harmonious and mature consultative relationship.
 - 5.1.3 To establish a shift roster that meets the operational needs of the business



6 – HOURS OF WORK

- 6.1 The ordinary weekly hours of work shall be worked in accordance with the following conditions:
- 6.1.1. A maximum of thirty-eight hours
 - 6.1.2 These hours can be worked on any day of the week.
 - 6.1.3 A maximum of 10 hours can be worked on one day
 - 6.1.4. Hours worked on weekends and public holidays attract the appropriate penalty rates

6.1.5 Employees will be required to work both day shift and a broken night shift consisting of the following hours:

7.30am to 5.00pm	day shift
5.00pm to 12.30am	broken night shift
5.30am to 07.30am	

6.1.6 Broken night shifts shall be worked on each day and shall consist of two separate periods of work – one of seven and one half (7.5) hours and the other of two (2) hours, within a spread of fourteen and one half (14.5) hours:-

05.00pm to 12.30am	7.5 hours
12.30am to 5.30am	rest period (on the ferry)
05.30am to 7.30am	2.0 hours

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6.1.7 For each broken shift worked the employee will be paid a loading of 15% on their daily rate of pay.

7 - CONTRACT OF EMPLOYMENT

7.1 Employment shall be either a permanent or a fixed term arrangement as a full-time or part-time employee or as a casual employee.

7.2 Employees will be notified of their classification before commencing employment with the employer, in writing.

a. Termination of Employment of Permanent Employees

- i. An employee must give a minimum of one week's notice of their intention of terminating their employment with the employer. This period can be worked or if required by the company, paid out in lieu of notice.
- ii. Below is the notice periods that will be given to employees if the employer terminates their employment, except in cases of serious misconduct by employees.

Period of Continuous Service	Period of Notice
Not more than one year	At least one week
More than 1 year but not more than 3 years	At least two weeks
More than 3 years but no more than 5 years	At least three weeks
More than 5 years	At least four weeks

The period of notice will be increased by one week if the employee is over 45 years old and has completed at least two years' continuous service with the company.

This period of notice can be worked through or be paid in lieu by the company.

b. This clause shall not affect the right of the employer to:-

- i. Deduct payment for any day or portion thereof during which the employee is stood down by the employer as a result of refusal of duty, malingering, inefficiency, neglect of duty or misconduct on the part of the employee;
- ii. Dismiss an employee without notice for: refusal of duty; malingering; inefficiency; neglect of duty; misconduct; disregarding a safety policy and procedure; verbal or physical assault; theft; or sexual harassment. In such cases wages shall be payable up to the time of dismissal only.

6 - DEFINITION

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Unless the context otherwise indicates or requires the following definitions apply: -

- a. *Casual Employee*: is an employee engaged by the hour who meets the following conditions:
 - i. Engaged to fill a position of a regular employee unable to take up duties;
or
 - ii. Engaged in addition to regular employees; or
 - iii. Engaged for up to 12 weeks to relieve regular employees on leave.
- b. *Part-time Employee*: is an employee who meets the following conditions:
 - i. The employer and the employee agree that the employee may work part-time.
 - ii. The hours to be worked by the employee, the days on which they will be worked and commencing times for work identified prior to commencement with the employer.
 - iii. Entitlements under this Agreement shall be calculated on a pro-rata basis for part-time employees.
 - iv. Part-time work means the performance of less than 38 hours per work per week by an employee not engaged as a casual employee.
 - v. An employee engaged on a part-time basis shall be entitled to payments in respect of annual leave, annual leave loading, bereavement leave, parental leave, sick leave and public holidays arising under this agreement on a proportionate basis.

- c. *Full-time Employee*: Shall mean an employee engaged by the week to work 38 hours per week.
- d. *Fixed Term Employee*: Shall mean an employee whose contract of employment is a temporary arrangement, with an agreed commencement and termination date. This can apply to full-time, part-time and casual work arrangements.
- e. *Permanent Employee*: Shall mean an employee whose contract of employment is a permanent arrangement. This can apply to full-time and part-time work arrangements.

7 - WAGES

- a. All employees working on the Burns Point Ferry will be classified as a Master/Engineer Driver and full-time employees will be paid at the rate of \$456.00 per week
- b. Casual Employees
 - i. For all ordinary time worked on any one day, a casual employee as defined shall be paid at an hourly rate ascertained by dividing the weekly rate for a Master/Engineer Driver by 38, plus 15%. Also an equivalent of one-twelfth of the ordinary hourly rate of pay for a weekly employee for each hour worked, should be paid.
 - ii. Casual employees shall be guaranteed two (2) hours pay at the casual rate for each start.
- c. Part Time Employees

A part time employee shall receive all the benefits of a weekly employee in proportion to the hours they work. If a public holiday falls on a day that is not a rostered working day for the part-time employee then they will not be paid for that day.

- d. Pay Increases

Employees will have their pay adjusted based on wage increase decisions handed down by the NSW Industrial Relations Commission.

8 - FIRST AID ALLOWANCE

An employee who has been trained to render first aid and who is current holder of an appropriate first aid qualification (such as a certificate from St John Ambulance or similar body) shall be paid the rate of \$1.85 per shift if they are appointed by the employer to perform first aid duty.

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10 - DISPUTE SETTLEMENT PROCEDURE

The procedure for the resolution of industrial disputation will be in accordance with of the Industrial Relations Act, 1996. These procedural steps are:

- (i) Procedure relation to a grievance of an individual employee:
 - (a) The employee is required to notify (in writing or otherwise) the employer as to the substance of the grievance, request a meeting with the employee for bilateral discussions and state the remedy sought.
 - (b) A 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.
 - (c) Reasonable time limits must be allowed for discussion at each level of authority.
 - (d) At the conclusion of this discussion, the employer must provide a response to the employee's grievance, if the matter has not been resolved, including reasons for not implementing any proposed remedy.
 - (e) While a procedure is being followed, normal work must continue.
 - (f) The employee may be represented by an industrial organisation of employees.
- (ii) Procedure for a dispute between an employee and the employees:
 - (a) A question, dispute or difficulty must initially be dealt with as close to its source as possible, with graduated steps for further discussion and resolution at higher levels of authority.
 - (b) Reasonable time levels must be allowed for discussion at each level of authority.
 - (c) While a procedure is being followed, normal work must continue.
 - (d) The employer may be represented by an industrial organisation of employers and the employees may be represented by an industrial organisation of employees for the purposes of each procedure.



11 - TRAINING

Employees will be required to participate in training and skills development as required by the employer.

12 – RELATIONSHIP TO PARENT AWARD

This Agreement shall be read and interpreted wholly in conjunction with the Wire Drawn Ferries (State) Award to the extent of any inconsistency between this Agreement and the Award, the terms of this Agreement will override the Award.

13 – DURATION OF AGREEMENT

It shall take effect from the date of registration and shall remain in force for a nominal term ending on 30 June 2002.

This Agreement is made at BALLINVA on this the TENTH day of AUGUST, 1999.

SIGNED FOR AND
ON BEHALF OF
EMPLOYER

Janet Carswell
Janet Carswell
(for Warren John Watkins)

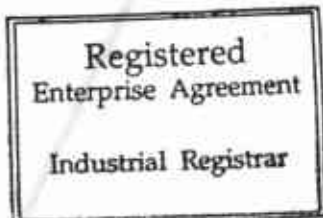
SIGNED FOR AND
ON BEHALF OF
EMPLOYEES OF

Nicholas Haasz
Nicholas Haasz
Brock Wager

Brock Wager

Trevor Martiñ
Trevor Martiñ

Richard Trindall
Richard Trindall



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