

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA02/17

TITLE: Blue Line Cruises General Purpose Hands Enterprise Agreement
2001

I.R.C. NO: 2001/8257

DATE APPROVED/COMMENCEMENT: 21 December 2001

TERM: 21 December 2004

**NEW AGREEMENT OR
VARIATION:** New

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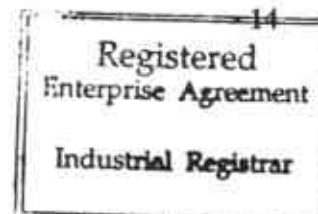
COVERAGE/DESCRIPTION OF

EMPLOYEES: Applies to General Purpose Hands employed by Blue Line Cruises

PARTIES: Blue Line Cruises Limited -&- The Seamen's Union of Australia, New South Wales
Branch

**BLUE LINE CRUISES
GENERAL PURPOSE HANDS
ENTERPRISE AGREEMENT 2001.**

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1 TITLE

- 1.1 This agreement shall be known as the Blue Line Cruises General Purpose Hand's Enterprise Agreement 2001.

2 PREAMBLE

- 2.1 This Agreement applies only to General Purpose Hands employed by Blue Line Cruises.

3 OPERATIVE DATE AND PERIOD

- 3.1 This Agreement will come into effect in all regards from the date of certification by the Industrial Relations Commission of New South Wales and shall remain in force for three years from date of certification.

4 PARTIES TO THE AGREEMENT

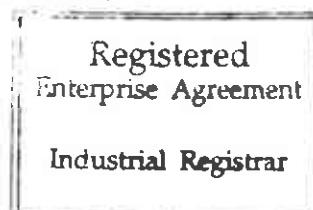
- 4.1 This Agreement is between Blue Line Cruises (the company), the Seamens' Union of Australian New South Wales (the union), ~~and General Purpose Hands employed by Blue Line Cruises:~~

5 OBJECTIVES

- 5.1 The paramount objective of Blue Line Cruises is to provide a quality, value for money cruise experience and customer service that is able to meet the requirements of its customers and is characterised by its reliability, flexibility and cost effectiveness, which enhances its ability to successfully operate in a competitive charter vessel and schedule cruise market.
- 5.2 The agreement will assist to facilitate the creation of a work environment at Blue Line Cruises that will encourage and support a skilled and committed workforce where safety, teamwork, cooperation, flexibility, employee development and training are priorities in achieving the company's business objectives.

6 WORKS COUNCIL

- 6.1 The parties agree that effective communication and consultation is essential in promoting a successful operation. Consultation provides employees with an opportunity to provide input into the decision making process on actions affecting them.



- 6.2 Information sharing will be achieved through formal and informal means, such as presentations, newsletters and other appropriate avenues.
- 6.3 The Works Council will create a direct link between the GPHs and management. The Works Council will:
- (a) open and maintain an exchange of views between employees and management;
 - (b) monitor the implementation of this Agreement;
 - (c) implement measures to further the Fundamental Principles of this Agreement;
 - (d) assist in the development of productivity and safety improvements, and any other matter that the parties wish to discuss.
- 6.4 Works Council members will be elected and will meet with representatives of management.
- 6.5 The Works Council will meet at least twice each year during the term of this Agreement. The first meeting under this new Agreement will be held within three months of the commencement of this Agreement.

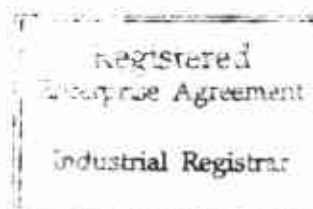
7 TERMS OF ENGAGEMENT

- 7.1 General Purpose Hands may be engaged either permanently or for casual work only, provided that no casual employee shall be engaged or paid for less than four hours' work on any one day. In the case of permanent engagements, in the absence of any contrary agreement, employment shall be terminated by one week's notice on either side given at any time during the week or by payment or forfeiture of one week's wage, as the case may be, provided that an employer may dismiss any employee, without notice, for misconduct.

Notwithstanding anything contained in this clause, where the employer terminates the employment of an employee on an permanent hire (other than for misconduct or neglect of duty) within one month from the date of the employee's engagement, the employee shall be entitled to an additional payment equal to the difference between the casual and the weekly rates of pay set out in clause 8, Wages, for the period worked by him or her, less any amounts paid in respect of holidays not worked and days on sick leave.

8 WAGES

- 8.1 The company shall pay all employees in accordance with the amount set out in Table 1 of Part B Monetary Rates.
- 8.2 Permanent employees will be paid a minimum of 40 hours per week, which will be paid weekly.
- 8.3 Wages will be deposited by electronic funds transfer into a financial institution of the Employee's nomination.
- 8.4 The hourly rate set out in Table 1 of Part B – Monetary Rates is an all-inclusive rate per hour for all hours worked. The hourly rate is in compensation for any weekend work or overtime required beyond the rostered hours and public holidays other than Christmas Day. All work performed on Christmas Day shall be paid at the rate of triple time.

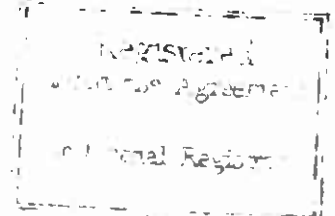


9 CASUAL EMPLOYMENT

- 9.1 Casual employee" means an employee engaged as a casual and paid as such.
- 9.2 The hourly rate set out in Table 2 of Part B – Monetary Rates is an all-inclusive rate per hour for all hours worked. The hourly rate is in compensation for all paid leave (including annual leave, annual leave loading, casual loading, sick leave and public holidays) and overtime hours other than Christmas Day. All work performed on Christmas Day shall be paid at the rate of triple time.
- 9.3 Where a casual employee receives less than four hours notice of a cancellation, prior to the notified starting time of the cancellation the employee shall be paid \$80.00 for such cancellation.
- 9.4 When a charter is cancelled 36 hours prior to the booked chartered time and the company attempts to contact the rostered employee and the rostered employee is uncontactable the company will not be liable to make any payment for that shift.
- 9.5 The casual employee shall be paid the appropriate rostered hours where the casual employee attends for a rostered shift but is not required.
- 9.6 The minimum number of hours of employment for a casual employee is four.

10 HOURS OF WORK

- 10.1 The ordinary hours of work for permanent employees are a minimum of 40 hours per week.
- 10.2 A permanent employee will be able to be rostered up to 60 hours a week;
- 10.2.1 be worked between the hours of 0600 hours one the one day and 0200 hours on the next day;
- 10.2.2 the company may vary the commencement time referred to in subclause 10.2.1 to facilitate early morning booked jobs. The company will give seven days notice of any such bookings where possible.
- 10.2.3 be worked during any six day period in any week mutually agreed between the employer, union and employee; and
- 10.2.4 be a maximum of 16 hours on any one-day within the spread of hours set out in 10.2.1.
- 10.2.5 Any hours worked in excess of 40 hours per week will be paid the casual hourly rate set out in Table 1 of Part B – Monetary Rates.
- 10.3 An employee must given at least nine consecutive hour off duty between ceasing work on the one day and commencing work on the following day.



11 CONSULTATION PROCESS FOR ROSTER DEVELOPMENT

- 11.1 If circumstances affecting Blue Line Cruises operations or business occur resulting in requirement to alter permanent employment numbers, Blue Line Cruises and the Union shall confer in order to make roster changes, if necessary and will be developed and implemented in the following manner:
- i. Where a proposal is made to change roster arrangements, the company, the employees and their unions will consult with a view to implementation by agreement.
 - ii. Agreement to implement such a proposed change will not unreasonably be withheld by the company, the employees and their unions.
 - iii. Where substantial objection is raised, the status quo shall remain and dealt with in accordance with Clause 24 Dispute Settlement Procedure.

12 ADDITIONAL HOURS

- 12.1 In the event of an emergency or due to vessel operational requirements, employees will be required to work additional hours.
- 12.2 Additional hours set out in 10.1 will be paid at the casual rate set out in Table 2 for each hour worked in excess of allocated ordinary hours per week.
- 12.3 All employees shall work an equal amount of additional shifts as far as is it possible to arrange.

13 EMPLOYMENT LEVELS

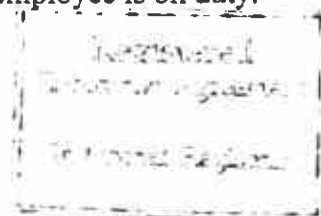
- 13.1 The number of permanent employees shall be five during the life of the Agreement.

14 MEALS AND PROVISIONS

- 14.1 Employees shall be provided with luncheon and/or dinner enjoyed by standard passengers. A suitable meal break shall be mutually agreed upon by the employer and the employee so as not to disrupt the service of the vessel, nor duly extend the period between meals for the employee.

15 UNIFORMS AND PROTECTIVE CLOTHING

- 15.1 On initial engagement, Blue Line Cruises will be responsible for the cost of providing clothing to permanent General Purpose Hands as outlined in clause 15.5. Casual employees will be supplied with the clothing provided in clause 15.5 after four weeks of engagement.
- 15.2 The wearing of full uniform is compulsory while an employee is on duty.



- 15.3 Uniform items will be replaced at no cost to General Purpose Hands for reasonable wear and tear, at the discretion of management.
- 15.4 Upkeep and laundering of the issued uniform are the responsibility of the General Purpose Hands. General Purpose Hands must wear a clean, ironed uniform for each shift.
- 15.5 The uniform for General Purpose Hands will consist of:

Dress Code	Company Issue to Permanent Employees	Company Issue to Casual Employees
White Shirt with company logo	3 shirts 1 pair epaulettes	1 shirt 1 pair epaulettes
Company Shirt (Magistic Crew)	3	2
Company issued name badge	1	1
White shorts	2	2
Long Black Trousers	2 pair	
Black Belt	1	
Black Shoes	1 pair	
Blue Deck Shoes	1 pair	
White Overalls	1 pair	
Naval jumper	1	

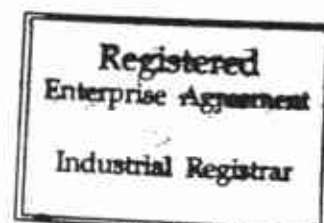
15.6 Protective Clothing

15.6.1 The company will issue the following to permanent employees:

15.6.2

Apparel	Issue
Hat for Sun Protection	1
Wet Weather Coat	1
Wet Weather Trousers	1
Sun screen UV Lotion	As required

- 15.6.3 These items will be replaced upon production of evidence that is worn out. Lost items must be replaced by the employee at employee's own cost unless the employee can demonstrate to Blue Line Cruises that the loss was not his/her fault.
- 15.7 Blue Line Cruises will supply one pair of sunglasses to the Australian UV standards 1373. 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 of \$50.00.
- 15.8 A wardrobe of industrial and protective clothing will be maintained for casual employees to use when engaged. The clothing will be laundered and maintained by the company.



15.9 The wearing of full uniform is compulsory while an employee is on duty.

16 INOCULATIONS

16.1 Blue Line Cruises will reimburse General Purpose Hands for any reasonable expenses for any inoculations necessary for carrying out their duties and obtained with prior approval of management, subject to presentation of receipts.

17 PUBLIC HOLIDAYS

17.1 For the purpose of this clause, the following days shall be public holidays: New Year's Day, Australia Day, Good Friday, Easter Monday, ANZAC Day, Queen's Birthday, Eight-hour Day, Christmas Day, Boxing Day and all other days proclaimed as public holidays throughout the State of New South Wales.

18 ANNUAL LEAVE

18.1 Every employee shall be entitled, after 12 months' continuous service, to an annual holiday, paid at the ordinary weekly rates of four weeks per annum with a holiday loading of 17.5 per cent of the amount due. If the term of employment is less than 12 months, the pay due to the employee shall be 1/12th of the pay earned by him/her at ordinary rates during the period of employment but shall not include any loading.

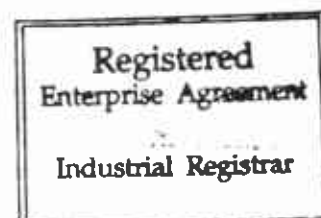
18.2 Where an employee has been employed for a period longer than 12 months and has had his or her employment terminated by the employer for a cause other than misconduct and at the time of the termination has not been given and has not taken the whole of an annual holiday to which the employee is entitled, he or she shall be paid a loading calculated in accordance with clause 18.1 for the period not taken

19 SICK LEAVE

19.1 Employees who have worked continuously for thirteen weeks with Blue Line Cruises will be entitled to access paid sick leave.

19.2 Sick leave will accrue at the rate of one day for each month of service up to a maximum of 10 days in any year. Any part of the 10 days each year not taken will accumulate from year to year.

19.3 The employee may be required to furnish to the employer evidence, whether by way of medical certificate or otherwise, as the employer reasonably requires, that the employee was unable on account of such illness or incapacity to attend for duty during the period or periods for which sick leave is claimed, provided that an employee will not be required to produce a medical certificate in respect of a two day's absence.



20 PERSONAL/CARER'S LEAVE

20.1 Use of Sick Leave

20.1.1 An employee, other than a Casual Employee, with responsibilities in relation to a class of person set out in sub clause 20.1.3(b), who needs the employee's care and support, shall be entitled to use, in accordance with this sub clause, any current or accrued sick leave entitlement, provided for in clause 19, Sick Leave, for absences to provide care and support for such persons when they are ill. Such leave may be taken for part of a single day.

20.1.2 The employee shall, if required, establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person. In normal circumstances, an employee must not take carer's leave under this sub clause where another person has taken leave to care for the same person.

20.1.3 The entitlement to use sick leave in accordance with this sub clause is subject to:

(a) the employee being responsible for the care of the person concerned; and

(b) the person concerned being:

(i) a spouse of the employee; or

(ii) a de facto spouse, who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or

(iii) a child or an adult child (including an adopted child, a step child, a foster child or an ex nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee; or

(iv) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or

(v) a relative of the employee who is a member of the same household, where for the purposes of this subparagraph:

(1) "relative" means a person related by blood, marriage or affinity;

(2) "affinity" means a relationship that one spouse because of marriage has to blood relatives of the other; and

(3) "household" means a family group living in the same domestic dwelling.

20.1.4 An employee shall, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and that person's relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.



20.2 Unpaid Leave for Family Purpose

20.2.1 An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care and support to a member of a class of person set out in sub clause 20.1.3(b) who is ill.

20.3 Annual Leave

20.3.1 An employee may elect with the consent of the employer, subject to the Annual Holidays Act 1944, to take annual leave not exceeding five days in single day periods or part thereof, in any calendar year at a time or times agreed by the parties.

20.3.2 Access to annual leave, as prescribed in sub clause 20.3.1, shall be exclusive of any shutdown period provided for elsewhere under this award.

20.3.3 An employee and employer may agree to defer payment of the annual leave loading in respect of single day absences, until at least five consecutive annual leave days are taken.

20.4 Time Off in Lieu of Payment for Overtime

20.4.1 An employee may elect, with the consent of the employer, to take time off in lieu of payment for overtime at a time or times agreed with the employer within 12 months of the said election.

20.4.2 Overtime taken as time off during ordinary time hours shall be taken at the ordinary time rate, that is an hour for each hour worked.

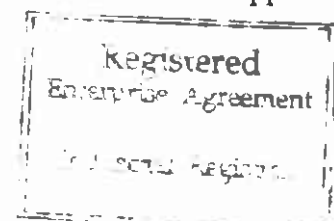
20.4.3 If, having elected to take time as leave in accordance with sub clause 20.4.1, the leave is not taken for whatever reason payment for time accrued at overtime rates shall be made at the expiry of the 12 month period or on termination.

20.4.4 Where no election is made in accordance with the sub clause 20.4.1, the employee shall be paid overtime rates in accordance with the award.

20.5 Make-up Time

20.5.1 An employee may elect, with the consent of the employer, to work "make-up time", under which the employee takes time off ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in the award, at the ordinary rate of pay.

20.5.2 An employee on shift work may elect, with the consent of the employer, to work "make-up time" (under which the employee takes time off ordinary hours and works those hours at a later time), at the shift work rate, which would have been applicable to the hours taken off.



20.6 Rostered Days Off

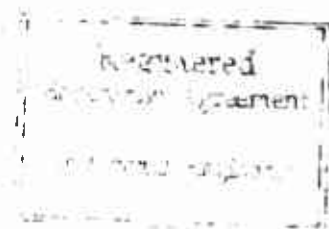
- 20.6.1 An employee may elect, with the consent of the employer, to take a rostered day off at any time.
- 20.6.2 An employee may elect with the consent of the employer, to take rostered days off in part day amounts.
- 20.6.3 An employee may elect, with the consent of the employer, to accrue some or all rostered days off for the purpose of creating a bank to be drawn upon at a time mutually agreed between the employer and employee, or subject to reasonable notice by the employee or the employer.
- 20.6.4 This sub clause is subject to the employer informing each union which is both party to the award and which has members employed at the particular enterprise of its intention to introduce an enterprise system of RDO flexibility, and providing a reasonable opportunity for the union(s) to participate in negotiations.

21 BEREAVEMENT LEAVE

- 21.1 An employee, other than a casual employee, shall be entitled to up to two days bereavement leave without deduction of pay, on each occasion of the death of a person as prescribed in sub clause 21.3 of this clause.
- 21.2 The employee must notify the employer as soon as practicable of the intention to take bereavement leave and will, if required by the employer, provide to the satisfaction of the employer proof of death.
- 21.3 Bereavement leave shall be available to the employee in respect to the death of a person prescribed for the purposes of personal/carer's leave as set out in sub clause 20.3.1(b), provided that, for the purpose of bereavement leave, the employee need not have been responsible for the care of the person concerned.
- 21.4 An employee shall not be entitled to bereavement leave under this clause during any period in respect of which the employee has been granted other leave.
- 21.5 Bereavement leave may be taken in conjunction with other leave available under sub clauses 20.2, 20.3, 20.4, 20.5 and 20.6. In determining such a request, the employer will give consideration to the circumstances of the employee and the reasonable operational requirements of the business.

22. PARENTAL LEAVE

- 22.1 Employees will be entitled to 12 months unpaid maternity or paternity leave after one year's service in accordance with the New South Wales Industrial Relations Act as varied from time to time.

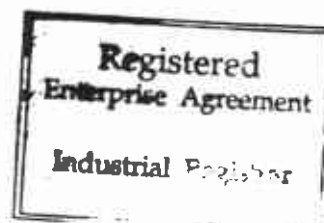


23 TRAINING

- 23.1 If an employee is required by the employer to undertake agreed company training, or has to undertake a course in order to maintain their employment, or as required by State, National or International Legislation or the validity of their certificate then the employer will pay the costs associated with attending the course.
- 23.2 Employees will have access to paid training time when the company requires the employee to attend the course or,
- 23.3 When the company has approved the employee's application (where the training proposal is at the initiative of the employee).
- 23.4 Accumulation of leave whilst training
- (a) In the case of training required by the Company, where the training time falls during a period of previously accumulated leave, the time spent at an approved training course will be reinstated to the employee.
 - (b) In the case of training requested by the employee, no reinstatement of leave will apply.
 - (c) Where an employee undertakes a course as part of the approved company training program all reasonable costs associated with the course will be paid.
- 23.5 Where an employee on his or her own initiative undertakes 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.
- 23.6 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.

24 DISPUTE SETTLEMENT PROCEDURE

- 24.1 General Purpose Hands, Union and Blue Line Cruises agree industrial harmony is for the overall benefit of all parties.
- 24.2 The intention of this clause is to ensure that any dispute will be promptly resolve by conciliation in good faith without resorting to any to any form of industrial action. It is also agreed that this agreement is reached on the understanding that the dispute settling procedure will be strictly adhered to at all times.
- 24.3 Blue Line Cruises, its General Purpose Hands and the Union will take all necessary steps to ensure that the following procedures apply in the event of any individual grievance or collective dispute.



- 24.4 If there are matters likely to become Industrial issues, the parties will notify each other as soon as possible of any industrial matter which, in the opinion of a party, might give rise to an industrial dispute.
- 24.5 The Works Council member will confer with a management representative who will attempt to resolve the issue without delay, or within 24 hours of notification.
- 24.6 If no agreement is reached, the matter will be referred to an official of the Union in order to resolve the dispute with a management representative. The discussions shall occur within 24 hours of notification.
- 24.7 Dispute Settlements-The above steps shall not preclude the right of either party to refer a dispute to the New South Wales Industrial Relations Commission at any stage of this procedure. In these circumstances, the Commission will retain its discretion to refer the parties to continue the procedure under this clause if the Commission considers that is appropriate.
- 24.8 Continuity of Work-Pending the completion of the procedure set out in this clause work shall continue without interruption. No party shall engage in provocative action and, pending the resolution of the dispute, the status quo shall apply. The rights of individuals or parties shall not be prejudiced by the fact that work has continued under this process normally and without interruption.

25 TRANSPORT

- 25.1 Where an employee is required to start or finish work outside the spread of hours provided in clause 10.2.1, and the employee does not have his or her own means of transport or public transport is not readily available, the company shall provide transport or, if such transport is not provided, the employee shall be allowed travelling time at ordinary rates to the extent of one hour each way.

26 SUPERANNUATION

- 26.1 The Company shall provide and the employees shall be entitled to join the company superannuation fund. Employer contributions to the fund shall occur in accordance with the Superannuation Guarantee Levy.

27 SALARY SACRIFICE

- 27.1 Employees may sacrifice part of their aggregate wage by way of an increased contribution on their part to an accredited accumulated superannuation scheme as follows:
- Individuals wishing to do so must nominate the amount of salary sacrifice they wish to make in writing. The amount will be credited to an accumulation account in the fund members' name.
 - The accumulation fund will be subject to the applicable tax upon payout to the fund member.
 - The amount of salary sacrifice will be able to be varied only at intervals of 12 months.



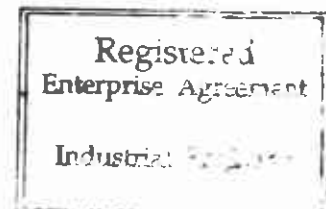
- The effect of such a salary sacrifice arrangement on an employee's salary is as follows:
- For the purposes of weekly pay and annual leave pay, the reduced salary will be the amount actually payable.
- For the purpose of long service leave entitlement on termination of employment; the salary before any salary sacrifice will be the amount actually payable.
- For the purpose of calculating superannuation retirement benefits, the average salary in the case of a defined benefit scheme, will be based on the salaries before sacrifice.

28 REDUNDANCY

- 28.1 When an employee is surplus to the requirements of the company due to operational changes the following shall apply:
- 28.2 The company shall advise the union of the number of proposed redundancies.
- 28.3 Redundancies will take place on a last on first off basis in the area of the redundant employees.
- 28.4 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. |
- 28.5 The redundancy package will be paid out at the amount set out in Table 1 of Part B Monetary Rates.

29 PERSONAL EFFECTS

- 29.1 If by fire, explosion, foundering, shipwreck, collision, stranding, or any other cause, other than an employee's negligence, an employee sustains damage or loss of their personal effects or equipment, the employer shall compensate them for such damage or loss by cash payment equivalent to the value thereof to a maximum \$1,500.00 provided that this amount or any part thereof is not payable by workers compensation insurance.
- 29.2 If theft of any personal property not required to perform the duties occurs, the company will not reimburse the employee.



30 ANTI - DISCRIMINATION

- 30.1 It is the intention of the parties bound by this award to seek to achieve the object in section 3(f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity and age.
- 30.2 It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this award the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this award are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfillment of these obligations for the parties to make application to vary any provision of the award, which, by its terms or operation, has a direct or indirect discriminatory effect.
- 30.3 Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- 30.4 Nothing in this clause is to be taken to affect:
- 30.4.1 any conduct or act which is specifically exempted from anti-discrimination legislation;
- 30.4.2 offering or providing junior rates of pay to persons under 21 years of age;
- 30.4.3 any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
- 30.4.4 a party to this award from pursuing matters of unlawful discrimination in any State or federal jurisdiction.
- 30.4.5 This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.

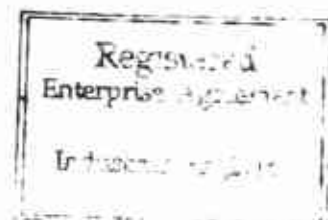
NOTES

- (a) Employers and employees may also be subject to Commonwealth anti-discrimination legislation.
- (b) Section 56(d) of the *Anti-Discrimination Act 1977* provides:

“Nothing in the Act affects ... any other act or practice of a body established to propagate religion that conforms to the doctrines of that religion or is necessary to avoid injury to the religious susceptibilities of the adherents of that religion.”

31 CODE OF CONDUCT

- 31.1 The parties to this agreement agree the code of conduct and staff handbook of Blue Line Cruises will form part of the employment.



32 UNION FEES

- 32.1 Blue Line Cruises shall make provision for automatic deduction of union fees which shall be forwarded to the SUA cheque on a monthly basis.
- 32.2 Blue Line Cruises will only deduct union fees if it receives written authorisation from the employee.

33 REDUCTION, CESSATION OR GROWTH IN BUSINESS

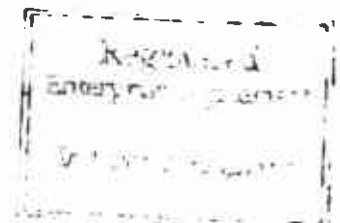
- 33.1 If circumstances affecting Blue Line Cruises operations or business lead to the reduction, cessation or growth of the business, Blue Line Cruises and the Union shall confer in order to resolve any issues that arise from those changes in circumstances. The parties shall endeavor to resolve such issues in accordance with the dispute settlement procedure in this Agreement.
- 33.2.1 Blue Line Cruises shall utilise all resources including the employee's hours available within the roster in an efficient manner to enhance the productivity of the business
- 33.2.2 The Parties shall not unreasonably co-operate when consulting about the use of resources.

34 SCOPE OF CLEANING DUTIES

- 34.1 The parties recognise that cleaning functions form an important component of work performed by employees covered by this agreement.
- 34.2 It will be the responsibility of the relevant workers to ensure that all vessels where ever moored are to be cleaned internally and externally to improve the level of presentation of company vessels.
- 34.3 Employees rostered to the day roster are required to complete the cleaning duties as set out in schedule 1 prior to their rostered vessel leaving on it's first scheduled service.
- 34.4 Employees rostered to the night roster are required to maintain all public areas including toilets in a clean state during the cruise and where required clean any area subjects to the master's approval.
- 34.5 Employees on both the day and night rosters will perform the tasks set out in the relevant schedule.
- 34.5 General Purpose Hands will at all times be responsible to the Master of the vessel.

35 RESTAURANT DUTIES

- 35.1 When released by the Master a General Purpose Hands will be under the direct supervision and responsible to the Cruise Director.



35.2 The General Purpose Hand will be designated tasks as appropriate to the individuals skill level.

35.3 Tasks will incorporate both bar and restaurant cabin service equal to any task currently performed by the restaurant staff.

35 RE-NEGOTIATION

35.1 The parties agree that three months prior to the scheduled conclusion of this agreement, negotiations and development of an Agreement for the next operative period will be undertaken

36 NO EXTRA CLAIMS

36.1 It is a term of this agreement that no extra claims will be made for the duration of the agreement.

37 SIGNATORIES

Signed for, and on behalf of Blue Line Cruises

[Signature]
.....
(Signature of Witness)

A. STANAN
.....
(Name of Witness)

12/12/01
.....
(Date)

[Signature]
.....
(Signature)

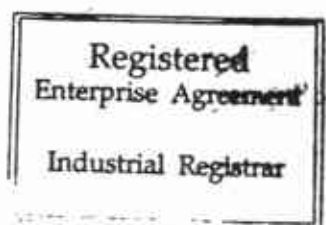
Signed for and on behalf of the Seamen's Union of Australia New South Wales Branch.

[Signature]
.....
(Signature of Witness)

A. STANAN
.....
(Name of Witness)

12/12/01
.....
(Date)

[Signature]
.....
(Signature)



PART B

MONETARY RATES

Table 1 – Permanent Employee

Commencement Hourly Rate	1 st Anniversary Hourly Rate	2 nd Anniversary Hourly Rate
\$ 15.00	\$ 15.75	\$ 16.50

Table 2 – Casual Employee

Commencement Hourly Rate	1 st Anniversary Hourly Rate	2 nd Anniversary Hourly Rate
\$ 16.00	\$ 16.80	\$ 17.60

**Registered
Enterprise Agreement
Industrial Registrar**

SCHEDULE 1

DUTY STATEMENT FOR ROSTERED DAY CREW and Charters

1. General Purpose Hand's duties prior to first cruise;

General Purpose Hand 1

- Wash down all outside decks
- Clean bright work

General Purpose Hand 2

- Set outside furniture
- Check all decks
 - Check toilets
 - Check bins for liners
 - Check galley for rubbish
 - Clean windows inside and out
 - Recycle rubbish

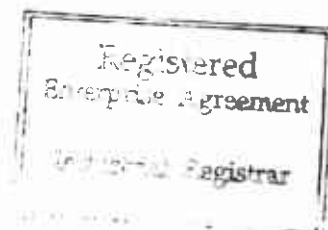
2. Vessel underway;

- Gangway duties
- Assist in navigation
- Deck patrols/clear garbage
- Check cleanliness of toilets

- Assist in navigation
- Duties as stated in clause 35.
- Deck patrols
- Assist cleaning off tables

General Purpose Hands may rotate their duties for each cruise.

3. Each time the vessel berths at King Street Wharf the crew will remove any rubbish.
4. GPH 1 will perform one hour maintenance or detailing duties after departing on afternoon cruise if passenger numbers permit.
5. The crew will vacuum all saloon carpets prior to leaving the vessel if vessel is not engaged in a night shift.
6. On a vessel with only General Purpose Hand the above duties will be combined.



SCHEDULE 2

DUTY STATEMENT FOR NIGHT CREW

1. General Purpose Hand's night duties;

General Purpose Hand 1

- Spot clean vessel as required
- Gangway duties

General Purpose Hand 2

Spot clean vessel as required

2. Vessel underway

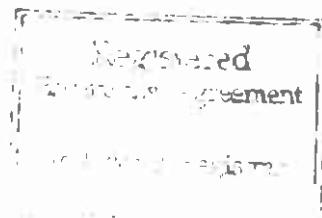
- Assist in navigation
- Deck patrols
- Clear garbage
- Check cleanliness of toilets

Assist in navigation
Duties as stated clause 35.
Deck patrols

3. On arrival at King Street Wharf the crew will remove all rubbish.

4. The crew will vacuum all saloon carpets prior to leaving the vessel.

5. On a vessel with only General Purpose Hand the above duties will be combined.



PROCEDURES FOR CLEANING

Cleaning Task	Method	Cleaning Agent
Ashtrays	Use a separate cloth to damp clean, or use a clean paper napkin.	Multi-purpose detergent in water if using a cloth.
Brass and other metal Finishes	Apply metal polish with a rag and finish off with a clean soft dry cloth.	Metal polish as appropriate.
Mirrors, windows and glass doors	Apply cleanser with a clean rag and rub off with a clean soft cloth.	Water only, water and vinegar or methylated spirits or window cleaner.
Walls, doors, paintwork, shelves, table tops, chairs stools, counter tops, window ledges	Damp clean.	Multi-purpose detergent in liquid, e.g. washing up detergent in liquid or powder form.
Hard floors	Sweep and damp mop.	Detergent and disinfectant
Carpeted floors	Vacuum clean	Occasional dry Disinfectant.
Light Fittings	Dust	
Electrical fittings-unplugged turned off	Damp clean	
External drains, rubbish Areas	Disinfect	
Toilets Urinals	Flush and add germicidal or toilet cleaner	Germicidal/toilet cleaner crystals, powder or liquid.
Cistern tops Taps/Flush handles Toilet seat Waste baskets	Damp clean and sanitise by adding disinfectant to the cleaning water. Use a separate cloth.	Detergent/disinfectant.
Sani-bins	Damp clean exterior.	Detergent/Disinfectant

