

REGISTER OF ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA06/195

TITLE: **Burns Point Ferry Enterprise Agreement 2005**

I.R.C. NO: IRC6/1016

DATE APPROVED/COMMENCEMENT: 7 March 2006 / 7 March 2006

TERM: 36

**NEW AGREEMENT OR
VARIATION:** Replaces EA99/307.

GAZETTAL REFERENCE: 2 June 2006

DATE TERMINATED:

NUMBER OF PAGES: 6

COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to all non-contract, Ferry Operation Team Leader and Ferry Engine Drivers employed by Ballina Shire Council, who are engaged to work on the Burns Point Wire Draw Ferry, who fall within the coverage of the Local Government (State) Award 2004.

PARTIES: Ballina Shire Council -&- the Local Government Association of New South Wales

BURNS POINT FERRY ENTERPRISE AGREEMENT 2005

INDEX

Clause No.	Title	Page No.
1	Statement of Intent	2
2	Definitions	2
3	The Parties Bound by this Agreement	3
4	Period of Operation	3
5	Relationship with Parent Award	3
6	Anti Discrimination	3
7	Hours of Work	5
8	Rates of Pay	6
9	Expenses and Allowances	7
10	Grievance and Dispute Resolution Procedure	7
11	No Extra Claims	7
12	Renegotiation of the Agreement	7
13	Signatories	8

1. Statement of Intent

1.1 This Enterprise Agreement is made in accordance with the provisions of Part 2, Chapter 2 of the *Industrial Relations Act 1996*, and shall be known as the 'Burns Point Ferry Enterprise Agreement' (here after referred to as "the Agreement" or "this Agreement"). The Agreement shall apply to all non-contract, Ferry Operation Team Leader and Ferry Engine Drivers employed by Ballina Shire Council to work on the Burns Point Wire Drawn Ferry.

1.2 The Agreement establishes the following working arrangements for employees:

- (i) the ordinary hours of work for all employees shall be an average of 152 hours over a four week period, worked between Monday and Sunday inclusive, but shall not exceed a maximum of twelve (12) hours in any one day exclusive of unpaid meal breaks.

- (ii) overtime payment for work in excess of an average thirty eight hours per week.
- (iii) annual leave taken on a roster basis with a minimum period for annual leave of one week unless special circumstances prevail.
- (iv) a self directed and resourced team to operate and maintain the Ballina Ferry.

2. Definitions

Award: award shall mean the *Local Government (State) Award 2004* and any Award that succeeds this Award.

Council: shall mean Ballina Shire Council.

Employees: shall mean Ferry Operation Team Leader and Ferry Engine Driver.

Union: Shall mean the United Services Union (New South Wales Local Government Clerical, Administration, Energy, Airlines and Utilities Union)

3. The Parties

The Parties to this Agreement are Ballina Shire Council, its employees that work on the Burns Point Wire Drawn Ferry and the United Services Union.

4. Period of Operation

The Agreement shall come into operation on the first full pay period commencing on or after the date of registration by the Industrial Relations Commission of NSW and shall remain in force for a period of three (3) years.

5. Relationship to Parent Award

5.1 This agreement shall be read and interpreted wholly in conjunction with the Local Government (State) Award 2004 (“the Award”) and any amendments and/or successors to that Award.

5.2 In the event of any inconsistency between the Award and this Agreement, the Agreement shall prevail to the extent of the inconsistency.

5.3 Where this agreement is silent the Award shall apply.

6. Anti-Discrimination

6.1 It is the intention of the parties bound by this Agreement to seek to achieve the object in section 3(f) of the Industrial Relations Act 1996 (NSW) to prevent and

eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibilities as a carer.

6.2 It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this Agreement, the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this Agreement are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of this Agreement, which, by its terms or operation, has a direct or indirect discriminatory effect.

6.3 Under the Anti-Discrimination Act 1977 (NSW), it is unlawful to victimise an employee because the employee has made or has been involved in a complaint of unlawful discrimination or harassment.

6.4 Nothing in this clause is to be taken to affect:

- (a) any conduct or act which is specifically exempted from anti-discrimination legislation;
- (b) offering or providing junior rates of pay to persons under 21 years of age;
- (c) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the Anti-Discrimination Act 1977 (NSW);
- (d) a party to this Agreement from pursuing matters of unlawful discrimination in any State or federal jurisdiction.

6.5 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

(i) Employers and employees may also be subject to Commonwealth anti-discrimination legislation.

(ii) Section 56(d) of the Anti-Discrimination Act 1977 (NSW) provides:

“Nothing in this 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.”

7. Hours of Work

7.1 Spread of Hours

The *ordinary* hours of work for engine drivers and deck hands of the Burns Point Ferry shall be an average of 152 hours over a four week period, worked between Monday and Sunday inclusive, but shall not exceed a maximum of twelve (12) hours in any one day exclusive of unpaid meal breaks and provided that at least eight days off over a four week cycle shall be provided.

7.2 Arrangement of Hours

7.2(a) An agreed roster, based on a four (4) week rolling cycle, shall provide the basis on which ordinary hours are worked. The roster shall provide for at least eight (8) days off in each four (4) week roster period.

7.2(b) Employees may be required to rotate roster shifts on a temporary or permanent basis, at short notice, unless extenuating circumstances exist. This will only be required based upon business needs, which may include an imbalance of staff numbers or skill levels on either shift.

7.2(c) Any agreement, between management and the employees to alter the arrangement of hours, or any other feature of the roster, must be genuine with no compulsion to agree.

7.2(d) Employees, on opposing shifts, may choose to swap shifts with prior management approval. The opportunity to make such arrangements shall be consistent with the administration procedures developed.

7.2(e) Overtime is payable when an employee is directed to work in excess of thirty eight (38) hours per week averaged over the four week roster cycle, or directed to work outside their standard hours on any one day and will be paid in accordance with the Award.

7.4 Weekend Penalty Rates

7.4(a) The rate of pay is calculated to reward employees for working the rostered ordinary hours over a seven day spread, consistent with the requirements specified in this agreement.

7.4(b) The rate of pay for the spread of hours and arrangement of hours will include a weekend penalty of 50% in addition to their ordinary hourly rate of pay for Saturday and Sunday work.

7.4(c) The weekend penalties will not attract any other penalties and casual loading will not attract any penalty.

7.5 Shift Loading

7.5(a) A shift loading of 20% will be applicable for work undertaken after 10.00 p.m. and before 6.00 a.m. during Monday to Friday ordinary working times.

8. Rates of Pay

8.1 Council shall introduce a salary system to complement the skills based structure and rates of pay of the Award.

8.2 The parties agree that Award increases shall apply.

8.3 The current weekly rate of pay of an employee for the purposes of the *Workers Compensation Act 1997*, shall be the rate paid to the employee under the salary system.

9. Expenses and Allowances

9.1 Employees will be paid a 'sleep over' allowance of \$38.80 per week when they choose to sleep on the ferry.

9.2 All other expenses and allowances payable to employees of the Burns Point Ferry shall be in accordance with the provisions of the Local Government (State) Award, 2004.

10. Grievance and Disputes Resolution Procedure

The Grievance and Disputes Resolution Procedure contained at Clause 30 of the Award shall apply for all purposes of this agreement.

11. No Extra Claims

No extra claims will be made during the life of this agreement, except in relation to State Decisions of the Industrial Relations Commission of New South Wales and substantive change to the Award during the operation of the Agreement

12. Renegotiation of the Agreement

The parties to this Agreement shall meet to renegotiate the provisions contained herein six (6) months prior to the date of its cessation. Should there be no agreement between the parties the existing provisions shall remain in force until rescinded by either party giving at least 3 months notice or by the making of a new Enterprise Agreement.

13. Signatories to the Agreement

In signing this Agreement, the parties agree that the rates of pay and the implementation of the conditions provided for in this Agreement will take effect on the first full pay period commencing on or after the date of approval of this agreement by the Industrial Relations Commission of New South Wales.

SIGNED on behalf of)
BALLINA SHIRE)
COUNCIL)
in the presence of) General Manager

.....
Witness

SIGNED on behalf of)
NEW SOUTH WALES LOCAL)
GOVERNMENT, CLERICAL,)
ADMINISTRATIVE, ENERGY, AIRLINES)
AND UTILITIES UNION) General Secretary
in the presence of)

.....
Witness