

REGISTER OF ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA06/294

TITLE: Blue Line Cruises General Purpose Hand's Enterprise Agreement 2005

I.R.C. NO: IRC6/1696

DATE APPROVED/COMMENCEMENT: 24 March 2006 / 24 March 2006

TERM: 13

**NEW AGREEMENT OR
VARIATION:** Replaces EA02/17.

GAZETTAL REFERENCE: 25 August 2006

DATE TERMINATED:

NUMBER OF PAGES: 16

COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to employees employed by Blue Line Cruises, 32 The Promenade, King Street Wharf 5, Sydney NSW 2000, who are engaged as General Purpose Hands on Port Jackson, who fall within the coverage of the Charter Vessel Award.

PARTIES: Blue Line Cruises Ltd -&- The Seamens' Union of Australia, New South Wales Branch

BLUE LINE CRUISES GENERAL PURPOSE HAND'S ENTERPRISE AGREEMENT 2005

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TITLE

This agreement shall be known as the *Blue Line Cruises General Purpose Hand's Enterprise Agreement 2005*.

1. PREAMBLE

This Agreement applies only to General Purpose Hands employed by Blue Line Cruises on Port Jackson.

2. OPERATIVE DATE AND PERIOD

This Agreement will come into effect from the date of certification by the Industrial Relations Commission of New South Wales and shall remain in force to 30th April 2007.

3. PARTIES TO THE AGREEMENT

This Agreement is between "Blue Line Cruises" (the Company) and the "Seamens' Union of Australia - New South Wales" (the Union).

4. OBJECTIVES

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.

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.

5. WORKS COUNCIL

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.

Information sharing will be achieved through formal and informal means, such as presentations, newsletters and other appropriate avenues.

The Works Council will create a direct link between the GPH's and management. The Works Council will:

- i. Open and maintain an exchange of views between employees and management.
- ii. Monitor the implementation of this Agreement.
- iii. Implement measures to further the Fundamental Principles of this Agreement.
- iv. Assist in the development of productivity and safety improvements, and any other matter that the parties wish to discuss.

Works Council members will be elected and will meet with representatives of management.

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.

6. TERMS OF ENGAGEMENT

General Purpose Hands may be engaged either on a permanent, permanent part-time or casual basis only, provided that no employee shall be engaged or paid for less than four hours' work on any one day.

In the case of permanent or permanent part-time 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 or permanent part-time 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.

7. WAGES

The company shall pay all permanent and permanent part-time employees in accordance with the amount set out in *Table 1 of Appendix 1 - Monetary Rates* and *Table 2 of Appendix 1 - Monetary Rates*.

Wages will be deposited by electronic funds transfer into a financial institution of the Employee's nomination.

Permanent employees

The hourly rate set out in *Table 1 of Appendix 1 – Monetary Rates* is an all-inclusive rate per hour for all hours worked up to 40 hours. 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 times.

The hourly rate set out in *Table 1 of Appendix 1 – Monetary Rates* is an all-inclusive rate per hour for all hours worked up to 40 hours. 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.

Any hours worked in excess of 40 hours per week for permanent employees will be paid the casual hourly rate set out in *Table 2 of Appendix 1 – Monetary Rates*.

Permanent part-time employees

The hourly rate set out in *Table 1 of Appendix 1 – Monetary Rates* is an all-inclusive rate per hour for all hours worked up to 30 hours. 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.

Any hours worked in excess of 30 hours per week for permanent part time employees will be paid the casual hourly rate set out in *Table 2 of Appendix 1 – Monetary Rates*.

8. CASUAL EMPLOYMENT

Casual employee means an employee engaged as a casual and paid as such.

The hourly rate set out in *Table 2 of Appendix 1 – 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.

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.

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.

The casual employee shall be paid the appropriate rostered hours where the casual employee attends for a rostered shift but is not required.

The minimum number of hours of employment for a casual employee is four.

9. HOURS OF WORK

The ordinary hours of work for permanent employees are 40 hours per week. The ordinary hours of work for permanent part-time employees are 30 hours per week.

Roster arrangements

A permanent employee will be able to be rostered up to 60 hours a week;

Ordinary time is between 0600 hours one the one day and 0200 hours on the next day;

The company may vary the commencement time referred to in subclause 10.2.2 to facilitate early morning booked jobs. The company will give seven days notice of any such bookings where possible.

Employees can be worked during any six day period in any week mutually agreed between the employer, union and employee; and

Be a maximum of 16 hours on any one-day within the spread of hours set out in 10.2.2.

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.

In exceptional circumstances due to unforeseen operational requirements or illness or absenteeism of another employee, an employee maybe voluntarily requested to work in excess of 60 hours in the week, over 16 hours in a day or without a nine hour break. In such case payment for the employee will be at the casual hourly rate. The Company will make every attempt to avoid this situation. The parties shall confer to resolve any problems arising from the application of this clause.

10. CONSULTATION PROCESS FOR ROSTER DEVELOPMENT

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.

Where substantial objection is raised, the status quo shall remain and dealt with in accordance with Clause 24 Dispute Settlement Procedure.

11. ADDITIONAL HOURS

In the event of an emergency or due to vessel operational requirements, employees will be required to work additional hours.

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.

All employees shall work an equal amount of additional shifts as far as is it possible to arrange.

12. EMPLOYMENT LEVELS

The minimum number of permanent employees shall be two and the minimum number of part time employees shall be two during the life of the Agreement. Permanent and part time employees shall be appointed at the discretion of company management.

13. MEALS AND PROVISIONS

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.

14. UNIFORMS AND PROTECTIVE CLOTHING

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.

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

Uniform items will be replaced at no cost to General Purpose Hands for reasonable wear and tear, at the discretion of management.

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.

The uniform for General Purpose Hands will consist of:

Dress Code	Company Issue to Permanent Employees	Company Issue to Casual/Part time Employees
White Shirt with company logo (<i>Showboat Crew</i>)	3 shirts 1 pair epaulettes	2 shirt 1 pair epaulettes
Company Shirt (<i>Magistic Crew</i>)	3	2
White shorts (<i>Magistic Crew</i> summer season)	2	2
Long Black Trousers	2 pair	1 pair - Part time only
Black Belt	1	1 - Part time only
Black Shoes	1 pair	1 pair – Part time only
Blue Deck Shoes (<i>Magistic Crew</i> summer season)	1 pair	1 pair – Part time only

White Overalls	1 pair	
Naval jumper with company logo	1	1

Protective Clothing

The company will issue the following to permanent employees:

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

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.

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.

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.

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

15. INOCULATIONS

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.

16. PUBLIC HOLIDAYS

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.

17. ANNUAL LEAVE

After twelve months continuous service, permanent employees (both full-time and part-time) shall be entitled to four weeks annual leave paid at the ordinary weekly rate as specified in clause 10.1 plus a 17½% annual holiday loading.

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

18. SICK LEAVE

General

Permanent and part time employees who have worked continuously for thirteen weeks with Blue Line Cruises will be entitled to access paid sick leave.

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.

Permanent employees

Permanent employees sick leave will accrue at the rate of 10 days per annum. Any portion of the sick leave not utilised will accrue from year to year.

Permanent part-time employees

Permanent part-time employees sick leave will accrue at the rate 7.5 days sick leave per annum. Any portion of the sick leave not utilised will accrue from year to year.

19. PERSONAL/CARER'S LEAVE

Use of Sick Leave

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.

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.

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

The employee being responsible for the care of the person concerned; and

The person concerned being:

- a. A spouse of the employee; or
- b. 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
- c. 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
- d. A same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
- e. 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.

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

Unpaid Leave for Family Purpose

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.

Annual Leave

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.

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

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.

Time Off in Lieu of Payment for Overtime

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.

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.

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.

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.

Make-up Time

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.

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.

Rostered Days Off

An employee may elect, with the consent of the employer, to take a rostered day off at any time.

An employee may elect with the consent of the employer, to take rostered days off in part day amounts.

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.

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.

20. BEREAVEMENT LEAVE

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.

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.

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 20.1.3(b), provided that, for the purpose of bereavement leave, the employee need not have been responsible for the care of the person concerned.

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.

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.

21. PARENTAL LEAVE

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.

22. TRAINING

If a permanent or part time 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.

Casual employees with more than three months service with the company will be reimbursed the cost of any first aid certificate revalidation required.

Employees will have access to paid training time when the company requires the employee to attend the course or,

When the company has approved the employee's application (where the training proposal is at the initiative of the employee).

Accumulation of leave whilst training

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.

In the case of training requested by the employee, no reinstatement of leave will apply.

Where an employee undertakes a course as part of the approved company training program all reasonable costs associated with the course will be paid.

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.

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.

23. DISPUTE SETTLEMENT PROCEDURE

General Purpose Hands, Union and Blue Line Cruises agree industrial harmony is for the overall benefit of all parties.

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.

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.

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.

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.

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.

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.

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.

24. TRANSPORT

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.

25. SUPERANNUATION

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

26. SALARY SACRIFICE

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:

- i. Individuals wishing to do so must nominate the amount of salary sacrifice they wish to make in writing.
- ii. The amount will be credited to an accumulation account in the fund members' name.
- iii. The accumulation fund will be subject to the applicable tax upon payout to the fund member.
- iv. 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:

- i. For the purposes of weekly pay and annual leave pay, the reduced salary will be the amount actually payable.
- ii. For the purpose of long service leave entitlement on termination of employment; the salary before any salary sacrifice will be the amount actually payable.
- iii. 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.

27. REDUNDANCY

When an employee is surplus to the requirements of the company due to operational changes the following shall apply:

- i. The company shall advise the union of the number of proposed redundancies.
- ii. Redundancies will take place on a last on first off basis in the area of the redundant employees.
- iii. The redundancy formula will be the sum of the following:

0 – 15 years	4 week's pay per year of company service
16 – 25 years	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 per year of company service

The redundancy package will be paid out at the amount set out in Table 1 of Part B Monetary Rates.

28. PERSONAL EFFECTS

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.

If theft of any personal property not required to perform the duties occurs, the company will not reimburse the employee.

29. ANTI – DISCRIMINATION

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.

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 fulfilment 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.

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.

Nothing in this clause is to be taken to affect:

- i. Any conduct or act which is specifically exempted from anti-discrimination legislation;
- ii. Offering or providing junior rates of pay to persons under 21 years of age;
- iii. Any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
- iv. A party to this award from pursuing matters of unlawful discrimination in any State or federal jurisdiction.
- v. 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

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

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.”

30. CODE OF CONDUCT

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

31. UNION FEES

Blue Line Cruises shall make provision for automatic deduction of union fees which shall be forwarded to the SUA cheque on a monthly basis.

Blue Line Cruises will only deduct union fees if it receives written authorisation from the employee.

32. REDUCTION, CESSATION OR GROWTH IN BUSINESS

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.

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

The Parties shall not unreasonably co-operate when consulting about the use of resources.

33. SCOPE OF CLEANING DUTIES

The parties recognise that cleaning functions form an important component of work performed by employees covered by this agreement.

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.

Employees rostered to the day roster are required to complete the cleaning duties as set out in *Appendix 2 – Position Description* .

Employees on both the day and night rosters will perform the tasks set out in the relevant schedule as attached.

General Purpose Hands will at all times be responsible to the Master of the vessel.

34. RESTAURANT DUTIES

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

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

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

35. RE-NEGOTIATION

The parties agree that negotiations and development of a new Agreement will commence by February 1, 2007.

36. NO EXTRA CLAIMS

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 Pty Ltd

Signed:

Name:

Date:

Witness:

Name:

Signed for and on behalf of:

Seamens' Union of Australia – NSW Branch

Signed:

Name:

Date:

Witness:

Name: _____

APPENDIX 1 – MONETARY RATES

Table 1 – Permanent and Part Time Employee

Commencement hourly rate (3.5%) <i>As of November 8, 2005</i>	Hourly rate after increase (3.5%) <i>As of August 1, 2006</i>
\$17.07ph	\$17.67ph

Table 2 – Casual Employee

Commencement hourly rate (3.5%) <i>As of November 8, 2005</i>	Hourly rate after increase (3.5%) <i>As of August 1, 2006</i>
\$18.21ph	\$18.85ph

n.b. Parties to this Agreement agree that increase in rates of pay are to be back-paid to employees to 8/11/05.

APPENDIX 2 – POSITION DESCRIPTIONS (VESSEL DETAILING)

1. Daily Pre-Passenger Detailing Duties

WATER/SULLAGE TANK	Check fill/empty as required.
WINDOWS	Wash down and clean all outside – spot clean inside.
TOILETS	Clean, check toilet rolls, towels, clean mirrors and remove any rubbish.
RUBBISH	Collect all rubbish and remove from vessel before departure.
BRASSWORK/STAINLESS	Clean and polish.
DECK FURNITURE	Set up, wipe down and clean (where applicable).
DECKS	Clean and remove any rubbish, i.e. cigarette butts, vacuum where necessary.
SUPERSTRUCTURE	Wash down.

2. Daily Detailing Duties During Cruise

WINDOWS	Spot clean inside where needed.
TOILETS	Regular mop checks for cleanliness. Spot clean mirrors and remove any rubbish.
BINS	Check and empty as required.

ASHTRAYS	Empty and clean as required.
BRASSWORK/STAINLESS	Clean and polish.
DECKS	Clean and remove any rubbish i.e. cigarette butts, vacuum where necessary.
SUPERSTRUCTURE	Polish/remove scuff marks from superstructure both internally & externally.
CABIN AIR VENTS	Dust and wipe clean.
RESTAURANT AREA	General detailing as required.

3. Daily Detailing Duties Post Cruise

WASH	Hose and remove any salt.
TOILETS	Mop clean and check.
DECKS	Spot clean and remove any rubbish.
ASHTRAYS	Empty and clean.
RUBBISH	Collect and remove from vessel and replace bin liners.
RESTAURANT AREA	Spot clean and vacuum (<i>'Simply Majestic'</i> Cruise Smart Cruises) as necessary.