

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA00/317

TITLE: Water Taxis Combined Enterprise Agreement 2000

I.R.C. NO: 2000/4592

DATE APPROVED/COMMENCEMENT: 15 September 2000/6 September 2000

TERM: 36 months

**NEW AGREEMENT OR
VARIATION: New**

GAZETTAL REFERENCE:

DATE TERMINATED:

NUMBER OF PAGES: 6

COVERAGE/DESCRIPTION OF

EMPLOYEES: Applies to all employees engaged as Masters or Team Leaders trading and carrying on business at 39 Duke Street Balmain, New South Wales

PARTIES: Water Taxis Combined -&- The Seamen's Union of Australia, New South Wales Branch

Registered
Enterprise Agreement
Industrial Registrar

WATER TAXIS COMBINED

ENTERPRISE AGREEMENT 2000

Registered
Enterprise Agreement
Industrial Registrar

PART A – GENERAL CONDITIONS

1. TITLE OF AGREEMENT

This Agreement shall be known as the Water Taxis Combined Enterprise Agreement, 2000.

2. ARRANGEMENT

Clause No.	Subject Matter
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PART A – GENERAL CONDITIONS

- | | |
|-----|--------------------------------|
| 1. | Title of the Agreement |
| 2. | Arrangement |
| 3. | Definitions |
| 4. | Parties |
| 5. | Coverage and Nominal Term |
| 6. | Terms of Engagement |
| 7. | Hours of Work |
| 8. | Wage Rates |
| 9. | Payroll Deductions |
| 10. | Public Holidays |
| 11. | Olympic Period |
| 12. | Grievance Procedure |
| 13. | Occupational Health and Safety |
| 14. | No Extra Claims |
| 15. | Signatories |

PART B – MONETARY RATES

Table 1 – Rates of Pay



3. DEFINITIONS

- “Agreement” shall mean Water Taxis Combined Enterprise Agreement, 2000
- “Commission” shall mean the Industrial Relations Commission of New South Wales
- “Company” shall mean Water Taxis Australia Pty Ltd, Harbour Taxi Boats Pty Ltd and Water Taxis Combined Pty Ltd
- “The Act” refers to the *Industrial Relations Act* 1996 (NSW)
- “Master” shall mean an employee carrying a minimum qualification of coxswain pursuant to the *Commercial Vessels Act* 1979 (NSW) and appointed as such by the Company
- “Union” shall mean the Seamens’ Union of Australia, New South Wales Branch
- “Team Leader” shall mean a master with team leader responsibilities on a particular shift

4. PARTIES

The parties to this Agreement are the Company, trading and carrying on business at 39 Duke Street, Balmain, New South Wales and the Seamens’ Union of Australia, New South Wales Branch.

The parties have reached this agreement in recognition of the distinctive nature of the Company and its employees.

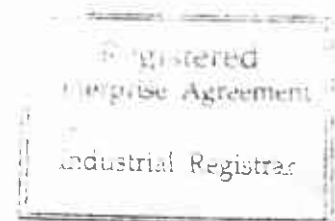
This Agreement has been reached without duress.

5. COVERAGE AND NOMINAL TERM

This Agreement shall apply to all employees take effect from the first full pay period to commence on or after 6 September 2000 and shall have a nominal term of 36 months.

6. TERMS OF ENGAGEMENT

All employment with the Company shall be on a casual basis.



7. HOURS OF WORK

- 7.1 The parties to this Agreement are committed to achieving improved productivity, efficiency, flexibility and industry competitiveness.
- 7.2 Employees may be employed upon shifts which shall not be of less than 4 hours nor more than 12 hours duration on any day, Monday to Sunday, except where varied by mutual agreement.

- 7.3 The shift roster shall be displayed in a place conveniently accessible to all employees. The roster shall be displayed at least one week prior to the commencing date of the first period in the roster. Employees shall provide to the Company, within a reasonable period prior to the posting of the roster, their availability for the coming roster period.
- 7.4 Similarly qualified and experienced employees may make an arrangement to swap shifts provided that any such arrangement must be with the agreement of the employer.
- 7.5 There shall be a minimum of a 10 hour break between shifts except by agreement between the Company and the individual employee concerned.
- 7.6 A crib break or breaks shall be allowed to employees during each shift. Such crib break or breaks will be taken at a time or times to suit the operational requirements of the Company, provided that the total of such break or breaks shall not exceed 20 minutes for each shift.

8. WAGE RATES

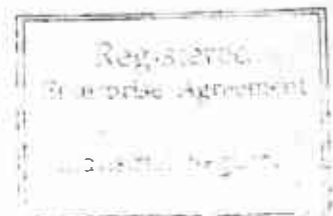
- 8.1 The Company shall pay all employees in accordance with Table 1 of Part B – Monetary Rates.
- 8.2 The hourly rate is an all inclusive rate per hour for all hours worked. The hourly rate is in compensation for all paid leave (including annual leave, sick leave, public holidays not worked etc.) and in compensation for any weekend work or overtime required beyond the rostered hours.

9. PAYROLL DEDUCTIONS

The Company shall, upon the written authorisation from individual employees, provide automatic payroll deductions from wages and transfer such monies to a range of financial institutions, health funds, unions, insurers and government agencies. There will be no financial cost to the employee for the provision of this service.

10. PUBLIC HOLIDAYS

- 10.1 New Years Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Eight Hour Day, Christmas Day, Boxing Day, any other day gazetted as a public holiday for the State, shall be holidays for the purposes of this Agreement.
- 10.2 In addition to the holidays specified in 10.1, the picnic held by the Company on Easter Sunday shall be recognised as an additional holiday for the purposes of this Agreement.
- 10.3 All work performed on the holidays prescribed in this clause, other than Christmas Day, shall be paid for at the rate of double time. All work performed on Christmas Day shall be paid at the rate of triple time.



- 10.4 All employees will receive an additional loading for work performed on New Years Eve. Similar loadings may be applied for other special occasions subject to consultation between the Company and employees.

11. OLYMPIC PERIOD

- 11.1 The Olympic Period shall be the period from 14 September 2000 to 1 October 2000 inclusive for the purposes of this Agreement.
- 11.2 All work performed by employees during the Olympic Period shall be paid at the rate of time and one half.

12. GRIEVANCE PROCEDURE

The procedure for settlement of personal grievances and disputes concerning the interpretation, application, or operation of this Agreement will be as follows:

- a) The Employee will advise the Company in writing, of the matter or dispute in question.
- b) In the absence of a mutually agreeable resolution of the dispute, the matter will be referred to the Board of Directors of the Company.
- c) If the matter remains unresolved and as a last resort, either party retains the right to refer the matter to the Commission for mediation.
- d) At all stages of the resolution process, the Company and the Employee have the right to appoint another person to act on their behalf in an effort to resolve the matter in question.
- e) The Company and the Employee commit to the pursuit of prompt resolution of any matters in dispute in good faith and will continue to fulfil their respective obligations under this Agreement while the dispute resolution process is in place.

13. OCCUPATIONAL HEALTH AND SAFETY

Within 3 months of the ratification of this Agreement, an occupational health and safety committee shall be established. The committee will comprise of both management and employee representatives and will be responsible for the ensuring the Company's compliance to occupational health and safety legislation. Employees will be expected to report as soon as possible to the committee any accidents, incidents or hazards arising during the course of employment.

14. NO EXTRA CLAIMS


This Agreement is binding on all parties for its nominal term and, subject to clause 10.4, neither party will pursue extra claims throughout the life of the Agreement.

15. SIGNATORIES

Signed for and on behalf of ^{*the Company*} ~~Water Taxis Combined Pty Ltd~~

AP
13/9/00

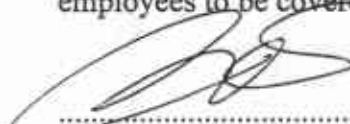

.....
(Signature of Witness)


.....
(Signature)

PETER RYAN
.....
(Name of Witness)

13.9.00
.....
(Date)

Signed by the Seamens' Union of Australia, New South Wales Branch for and on behalf of the employees to be covered by this Agreement


.....
(Signature of Witness)

Robert Brown
.....
(Signature)
Secretary

W.G. McNally
.....
(Name of Witness)

13 September 2000
.....
(Date)

Ex. A
6/2/07

Amended 6 February 2002

PART B - MONETARY RATES

Table 1 - Rates Of Pay

Classification	Rate per hour (Effective first pay period on or after 6/9/00)	Rate per hour (Effective first pay period on or after 6/9/01)	Rate per hour (Effective first pay period on or after 6/3/03)
Master with less than 3 months experience with the Company	18.00	19.00	21.00
Master with more than 3 months experience with the Company	19.00	20.00	22.00
Team Leaders	21.50	22.50	24.50