

## **REGISTER OF ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO:** EA04/275

**TITLE: State Transit Authority of New South Wales (Sydney Ferries  
STA NSW) Enterprise Agreement 2004**

**I.R.C. NO:** IRC4/3802

**DATE APPROVED/COMMENCEMENT:** 14 July 2004

**TERM:** 17 months

**NEW AGREEMENT OR  
VARIATION:** Replaces EA01/270

**GAZETTAL REFERENCE:** 22 October 2004

**DATE TERMINATED:**

**NUMBER OF PAGES:** 24

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES:** The agreement applies to employees of State Transit Authority of New South Wales (Sydney Ferries) working in the classifications of Ferry Hand (General Purpose Hand), who fall within the coverage of the State Transit Authority of New South Wales Ferries (State) Award

**PARTIES:** State Transit (Sydney Ferries) -&- The Seamens' Union of Australia, New South Wales Branch

# STATE TRANSIT AUTHORITY OF NEW SOUTH WALES (SYDNEY FERRIES STA NSW) ENTERPRISE AGREEMENT 2004

## 1. Title

This agreement shall be known as the State Transit Authority of New South Wales (Sydney Ferries STA NSW) Enterprise Agreement 2004.

## 2. Arrangement

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#### APPENDIX A

### **3. Application**

- 3.1 This Agreement relates to the employment arrangements for the employees of State Transit Authority of New South Wales (Sydney Ferries) working within the classifications of Ferry Hand (General Purpose Hand) effective from date of certification. It is also in lieu of all prior Agreements, covering employees previously engaged under the Firemen, Deckhands and Urban Transit Authority of New South Wales Ferries (State) Award.

### **4. Classifications**

- 4.1 The classifications covered by this agreement are divided into four streams. The first stream, General Purpose Hand, involves the duties of General Purpose Hand (GPH), Wharf Hand, Engine Room Assistant, Gate Hand, Ship Keeper and Store Persons. The second stream includes General Purpose Hand Cashier and Cashier/Information Officer. The third stream includes Monitors. The fourth stream involves Trainer/Assessors.
- 4.2 A minimum of four Trainers and four Assessors to reach level four qualifications and a minimum of 21 monitors.
- 4.3 One employee will be employed in the role of an Enterprise Agreement Facilitator. Further discussions will take place between the parties relating to the duties of the position.
- 4.4 Two additional employees will be trained as Trainers to be utilised as trainers as required after discussion between the parties.
- 4.5 Appropriately qualified employees will be available to work in higher-grade classifications under a temporary basis, with selection to be by agreement between the parties.

### **5. Operative Date and Duration**

- 5.1 This Agreement shall come into force from the date of certification in the NSW Industrial Relations Commission and shall remain in force until 31 December 2005.

### **6. Parties to the Agreement**

- 6.1 This agreement is between State Transit Authority of NSW (Sydney Ferries) and the Seamen's' Union of Australia NSW Branch (the Union).

### **7. Agreement Objective**

- 7.1 The fundamental objective of this Agreement is to create a framework consistent with the intent of Sydney Ferries objectives to encourage the greater use of public transport, actively listening to and meeting the needs of passengers, improving and growing services, and providing value for money. The parties agree to work to achieve the following goals:
  - (i) Delivering better quality services to increase the overall market share of public transport and to increase patronage.
  - (ii) Expanding services and improving efficiency.

- (iii) Improving customer service to attract people who will be treated with courtesy and respect by employees who are committed to honesty and dependability.
- (iv) Meeting Sydney Ferries public obligations to satisfy current legislative and regulatory obligations available to encourage public transport usage. These relate to many aspects of Sydney Ferries business, including financial, environmental, safety and equity issues.

7.2 The parties agree to consult regarding efficiency measures to be proposed by the Independent Pricing and Regulatory Tribunal (IPART) in their efficiency study of Sydney Ferries.

## **8. Customer Service**

8.1 The Parties agree that the State Transit Authority of New South Wales (Sydney Ferries) is in the passenger transport business. To satisfy customers, the parties agree to achieve the following aims:

- (i) To deliver a service that reflects the needs of customers.
- (ii) To operate with excellent safety standards for the benefit of passengers, staff, general public and their property.
- (iii) To provide services that meet high standards of cleanliness, reliability and frequency.
- (iv) To provide customers with complete, easily understood and up-to-date service information.
- (v) To make services more accessible for all passengers.
- (vi) The agreed personal presentation standards for employees will apply.

### 8.2 Cleaning

8.2.1 The refurbishment of Circular Quay has greatly increased the task of cleaning. The parties recognise that cleaning functions form an important component of work performed by employees covered by this agreement.

A cleaning regime will be developed in consultation with the parties, which will include an implementation plan and ongoing adherence to agreed standards.

8.2.2 Sydney Ferries Operations Manager will have discussions with the shop committee to establish work procedures for Sydney Ferries. This will include but not be limited to:

Mess rooms

Locker rooms - both male and female

Toilets - both male and female

The deck of the fixed wharf and the pontoon

Cleaning of the gatebox - internally and externally

Cleaning of the balustrade and perimeter glass

All seating

Handrails

Turnstiles

Ticket Vending Machines

Changing Garbage and recycling bins in co-ordination with current Sydney Harbour Foreshore Authority and Sydney City Council.

The Information Office

Ticket boxes - external and internal areas

The Revenue room

### 8.3 All Vessels

- 8.3.1 It will be the responsibility of the relevant monitors to ensure that all vessels where ever moored are to be cleaned internally and externally to improve the level of presentation of Sydney Ferries vessels.

## **9. Communication and Consultation**

### 9.1 Sydney Ferries Consultative Committee

- 9.1.1 The parties are committed to effective communications and consultation, which are essential in promoting a successful operation. Consultation provides employees with an opportunity to have an input into the decision making process before management decides on changes which may impact upon its employees. At the conclusion of the consultation and communication and where applicable there will be an action plan which will incorporate any agreed time frame for resolution of issues.
- 9.1.2 Information shall be shared through formal and informal means, for example presentations, Consultative Committee and newsletters.
- 9.1.3 Employees covered by this agreement will have representation on the Sydney Ferries Consultative Committee with a total number of employees representatives to be five of which one is to be from revenue and one is to be from Manly.
- 9.1.4 The purpose of the Consultative Committee is to appraise employees of issues pertaining to the operations of Sydney Ferries. Employees may also place items on the agenda, which will be circulated to participants one week prior to the meeting. The purpose of the meeting is to improve the operations of Sydney Ferries, with committee members committed to putting forward views in respect of desired improvement, and how such may be facilitated. It should not be recognised as the only communication vehicle between management and staff, as from time to time issues pertaining to employees covered by this agreement will be raised with management by the relevant members of the shop committee.
- 9.1.5 The Sydney Ferries Consultative Committee meets at least once per month on the third Wednesday of the month.
- 9.1.6 The committee shall agree on procedures to ensure that meetings are held in an efficient and timely manner.
- 9.1.7 Minutes shall be recorded, agreed and circulated to all committee members and placed on all Sydney Ferries notice boards.
- 9.1.8 The Consultative Committee shall not become involved in industrial issues. Industrial issues, which require resolution, should be dealt with in accordance with the dispute settling procedure as set out in Clause 34.

9.2 Sydney Ferries recognises the role of the shop committee with the following summary of the rights of the delegates:

- (i) To be treated fairly and to perform their role as union delegate without any discrimination in their employment.
- (ii) Formal recognition by the employer that endorsed union delegates speak on behalf of union members in the workplace.
- (iii) Bargain collectively on behalf of those they represent.
- (iv) Consultation and access to reasonable information about the workplace and the business.
- (v) Paid time to represent the interests of members to the employer and the industrial tribunal.
- (vi) Reasonable paid time during working hours to consult with union members.
- (vii) A total of sixty days per year will be available between all employees to attend union accredited education. Spares will cover employee's shifts while they are attending the above-accredited education.
- (viii) Reasonable access to telephone, email, intranet, facsimile, post and photocopying for the purpose of carrying out work as a delegate and consulting with workplace colleges and the union.
- (ix) Place union information on a notice board in a prominent place at the work location.

9.3 Review Committee

9.3.1 Sydney Ferries agrees to establish a review committee for the purpose of addressing and resolving matters identified within this Enterprise Agreement. At the date of certification, Sydney Ferries shall implement the Review Committee.

9.3.2 The Review Committee shall be made up of equal numbers from Sydney Ferries management and from the shop committee and from the Union.

9.3.3 The Review Committee shall meet at least once per month to progress the issues that have been referred to it.

9.3.4 Sydney Ferries shall allow a nominated Review Committee Facilitator a minimum of one day every week for the first three months of this agreement to assist in working through the matters referred to the review committee.

## **10. Hours**

10.1 It is agreed that the ordinary hours of work for a full time employee shall be an average of 38 hours per week in a work cycle, to be arranged on the basis of not more than 80 hours in a fortnight, nor more than 44 hours in a week. Excess ordinary time worked in a cycle shall be accrued leisure time that shall be cleared by a rostering arrangement. Time worked on a Sunday shall not count as ordinary time.

10.2 It is agreed that an annualised wage will apply on the basis that employees will be available to work up to 99 hours per fortnight. All hours worked in excess of 99 hours per fortnight will be paid at the rate prescribed in Clause 17.5.

10.3 If an employees 99 hours expire during the course of a shift, the employee will be required to complete that shift.

10.3.1 Only one employee will be called in to cover any roster left vacant due to an employee being absent for the shift.

- 10.3.2 Where an employee is called in to fill a shift it will be in accordance with 10.3.1 and the agreed call in procedures.
- 10.4 A working day shall consist of not less than six consecutive hours and not more than twelve consecutive hours except by agreement between the Union and Sydney Ferries.
- 10.5 An employee shall have a break of at least ten hours between shifts, unless otherwise agreed between Sydney Ferries and the Union.
- 10.6 All employees shall be given a crib break of 20 minutes for the purpose of having a meal, not less than two hours and not more than five hours after the commencement of their shift and within each subsequent five-hour period. Provided that adequate facilities are contained on each of the vessels, employees may take a crib break on board while the vessel is moored. Manly conventional ferries are exempt from this clause.
- 10.7 Except as provided for in sub clauses 17.6. and 17.7, the annualised wage covers all work associate within the 177 operation and revenue rosters of Sydney Ferries and training identified in "Appendix A" which may vary from time to time as agreed between the parties. In the event that employees are required to work in excess of 99 hours over a two week period they will be paid for such hours at the rate of double time of the appropriate base rate of pay.
- 10.8 To provide a more equitable position on hours worked between employees, the hours to be rostered in a week is to be a minimum 36 without a Sunday and a maximum of 54, which will include a Sunday, for seven day week rosters.
- 10.9 Sydney Ferries and the Union agree to work together during the life of the agreement to accommodate lifestyle and family commitments, whilst taking into account the needs of the business.
- 10.10 The rostered average hours are not to exceed 90.2 hours per fortnight.

### **11. Part Time Employment**

- 11.1 Sydney Ferries will make a genuine effort to accommodate employees requesting to enter into part time employment. Requests will be considered in consultation with the Union on a case-by-case basis until part time employment conditions have been developed.
- 11.2 During the life of this agreement a joint Review Committee, as set out in clause 9.3, will be utilised to facilitate the implementation of part time employment conditions. Such recommendations, if agreed and accepted by the parties, will operate from the date of their agreement.

### **12. Job Sharing**

- 12.1 Sydney Ferries will make a genuine effort to accommodate employees requesting to enter into the job share arrangements. Requests will be considered in consultation with the Union on a case-by-case basis until a job share policy has been developed.
- 12.2 During the life of this agreement a joint Review Committee, as set out in clause 9.3, will be utilised to facilitate the implementation of job sharing policies and procedures. Such recommendations, if agreed and accepted by the parties, will operate from the date of their agreement.

### **13. Temporary Employment**

- 13.1 A temporary employee will mean any non-permanent employee engaged in a classification for a specified period or specified task that is fourteen days or longer.
- 13.2 Temporary employees cannot expect to always be engaged in continuous and ongoing employment.
- 13.3 Upon each engagement a temporary employee will receive a letter that specifies the task, commencement and completion dates of the temporary engagement.

- 13.4 At the commencement of this agreement a joint employer/employee Review Committee, as set out in clause 9.3, will be formed to review the conditions of temporary employment. The Review Committee will make recommendations about the administration of entitlements and temporary utilisation. Such recommendations if agreed and accepted by the parties will operate from the date of agreement. Prevailing practice will remain until the date of agreement.
- 13.5 The Review Committee shall work towards a position that sees temporary employees receive the same conditions of employment as permanent employees.

#### **14. Casual Employment**

- 14.1 A casual employee is an employee engaged on a daily basis.
- 14.2 Payment will be in accordance with the base rates prescribed in clause 16, plus an additional twenty percent loading and one twelfth, together with other payments due under a non-annualised wage.
- 14.3 Casual employees will be drawn from a pool of employees that are engaged on a rotating basis.

#### **15. Periods of Notice Outside Rosters**

- 15.1 Except in cases of emergency, Sydney Ferries will give employees covered by this agreement as much notice as possible in circumstances where an employee may be called in to perform extra duties.
- 15.2 A record of employees' hours of duty will be kept by the employer and made available to members of the union shop committee as requested. Those employees with the least number of rostered or additional hours worked will be the first to be called into work when required as in accordance with the standby procedures.
- 15.3 The employer will provide the following notice periods to employees when required to work additional hours to their rostered hours;

TASKS REQUIRED TO BE COVERED	NOTICE PERIOD
Sick leave/Carer's leave	On company becoming aware of the absence
Workers compensation	As required in accord with sub clause 27.5
Bereavement leave	As required
Employee absent - no advice one shift	Spare to cover
Employee absent - no advice more than 24 hrs	Casual employee to cover
Extended services	As required
Charters	14 days or notification when booked
Special events	14 days or notification when booked
Public Holidays	6 months
Vessel survey trials	5 days
Vessel maintenance trials	5 days
Vessel trials after breakdown within shift	Rostered crew
Vessel trials after breakdown in excess of 24 hrs	Rostered crew/spare crew
EA consultative meetings	28 days
OH&S Committee meetings	28 days
OH&S Inspections	As required
Delegates meetings	28 days
Training re-validation all positions	Within rostered shift
TAFE/Trade Union training	28 days

- 15.4 If an employee has been called in to work contrary to the above schedule the parties agree to discuss the disadvantaged employees situation and compensation for that employee.



## 16. Wages and Overtime

- 16.1 This clause will apply to new Sydney Ferries employees when commencing employment for their initial two weeks of training, or when an employee works overtime outside the provision of the sub clause 10.4 and casual employees. Long service leave and annual leave accrued prior to 10 June 1997 will be paid at the appropriate base rate prescribed in sub clause 17.3.
- 16.2 When commencing for the initial two weeks of training, employees will only be required to work Monday to Friday.
- 16.3 All time worked in excess of 11 hours on any shift except where otherwise agreed between the Union and Sydney Ferries, shall be paid at the rate of double time. All time worked in excess of 80 hours in a fortnight, or 44 hours in a week, shall be paid at the rate of time and one half for the first two hours and double time thereafter. Provided that all time worked before the ordinary starting time or after ordinary finishing time shall be overtime paid at the rate of time and one half for the first two hours and double time thereafter.
- 16.4 All time worked on a rostered day off shall be paid for at the rate of time and one half for the first two hours and at a rate of double time thereafter.
- 16.5 All time worked during the normal hours of labour between 12 midnight Friday and 12 midnight Saturday shall be paid for at the rate of time and one half.
- 16.6 All time worked on a Saturday which an employee has been rostered off shall be paid at double time.
- 16.7 All time worked on a Sunday shall be paid for at double rates in addition to their ordinary weeks wages.
- 16.8 An employee recalled to work overtime after leaving their employers premises, whether notified before or after leaving such premises shall be paid for a minimum of six hours work, at the appropriate rate for each time they are recalled. Provided that when an employee is required to, outside their ordinary working hours or shifts, to shift a vessel or vessels to a safe mooring owing to weather or other conditions they shall be paid for such time at overtime rates with a minimum of four hours at such rates for such call out.
- 16.9 In the payment of overtime, calculations shall be made to the next half of an hour, except overtime incorporated in fixed rosters.
- 16.10 Night and Shift Rates.
- 16.10.1 Employees engaged on day shift shall be paid a shift allowance of ten percent more than their ordinary rate of pay. Provided that an employee who works on an afternoon or night shift shall be paid a shift allowance of fifteen percent more than their ordinary rate of pay. Such shift allowance of ten percent and fifteen percent more than the ordinary rate of pay shall be paid for work performed on the appropriate shift on a Saturday, Sunday or Public holiday. Such rates shall be calculated weekly to the nearest five cents and any broken part of five cents in the result not exceeding two cents shall be disregarded.
- 16.10.2 "Day Shift" means any shift commencing before 6:30am.
- 16.10.3 "Afternoon Shift" means any shift commencing after 6:00pm and at or before midnight.
- 16.10.4 "Night Shift" means any shift finishing subsequent to midnight and at or before 8:00am.
- 16.10.5 Broken shifts may be worked by arrangement between the employer and the Union. Provided that any employee who works a broken shift shall be paid at the rate of thirteen and three quarter percent of their total daily rate in addition to their ordinary daily rate of pay.

16.11 Broken Shift Working

- 16.11.1 Broken shifts shall consist of five shifts each week Monday to Friday inclusive. Any portion of the shift shall not be less than three hours.
- 16.11.2 All broken shifts shall be worked within a spread of thirteen hours daily unless otherwise agreed between the Union and Sydney Ferries.

**17. Wages Schedule**

- 17.1 Except for circumstances as provided for in sub clause 16.1, an annualised wage will apply to employees working at Sydney Ferries. This wage includes the base wage and overtime up to 19 hours per fortnight covering all work performed by employees. Allowances applicable for meal and travel are not included.
- 17.2 Should either party have concerns that employees are working in excess of the 99 hours per fortnight as agreed they will have the right to revert to 198 hours per month. whilst the parties discuss the reason for the additional hours being worked either party may notify the Industrial Commission of New South Wales to seek assistance.
- 17.3 The following annual wage schedule and associate base rate shall apply from the dates nominated:

Effective date: 1 January 2004

1st/2nd Stream                      GPH/Cashier Information Officer  
 3rd Stream                            Monitor/Certificated  
 4th Stream                            Trainer/Assessor

	4th Stream Trainer/Assessor	3rd Stream Monitors	1st/2nd Stream GPH, Cashier, Information Officer	
<b>EFFECTIVE</b>	<b>AGGREGATE</b>	<b>AGGREGATE</b>	<b>AGGREGATE</b>	<b>BASE RATE</b>
Date effective	Per Annum \$	Per Annum \$	Per Annum \$	Per Week \$
01.01.2004 (3%)	62,956.00	62187.00	61419.00	704.50
01.01.2005 (3%)	64,845.00	64053.00	63262.00	725.64

- 17.4 With the exception of circumstances prescribed in sub clauses (15.2) and (17.6) and herein, all employee payments relative to all Sydney Ferries operations are included in the aggregate rates nominated in sub clause 17.3.
- 17.5 Employees required to work in excess of the hours prescribed in clause 10.2 will be paid at the rate of double time of the appropriate Base rate for the total time worked.
- 17.6 Outside Harbour Rates:
  - I. As from 1/1/04
    - Monitor \$411.90
    - G.P.H.\$406.51
  - II. Employees shall be paid a meal allowance of \$15.90 per day.
  - III. All deck crews shall be paid an allowance of \$39.20 per trip clean up money.
- 17.7 Employees required to work on Christmas Day shall be paid an additional amount of one thirty eighth of 1/52 of the annual wage for each hour worked.

- 17.8 The annualised wage will not apply to payments made as a consequence of resignation retirement, voluntary severance or involuntary termination for any accrued entitlement prior to 10 June 1997. The rate applicable will be the base rate.

An employee who absents themselves from work for other than the intervals of leave provided in sub clause 20.2, for sick or compassionate leave entitlements, long service leave, shall forfeit their right to the aggregate wage for the period of their absence.

- 17.9 An employee shall not be entitled to payment of any wages or any other allowance for any period during which there is a refusal or failure to work as required. The employee's non-entitlement payment of wages will be at the hourly rate for each hour or part of an hour that they so refuse or fails to work. For the purpose of this clause the hourly rate shall be 1/38th of 1/52nd of the appropriate aggregate wage prescribed in sub clause 17.3.
- 17.10 Where an employee is off duty sick and claims sick leave, 7.6 hours per day at the base rate in sub clause 17.3 is to be deducted from sick leave entitlements.
- 17.11 The ordinary weekly rate of pay for workers compensation shall be the base rate and applied as prescribed under the Workers Compensation Act. Where a special or Public Holiday for which the employee is entitled to payment under any Act, occurs during any period of workers compensation, the period of the holiday shall be paid to the employee in respect of that special or public holiday.
- 17.12 Employees shall be paid fortnightly by direct electronic transfer to an account of their choice.
- 17.13 All employees on the standby call in list acknowledge that Sydney Ferries has the right to fully utilise their services up to their aggregate of ninety-nine hours per fortnight without the payment of overtime.

### **18. Salary Sacrifice for Superannuation**

- 18.1 Notwithstanding the wages prescribed under sub clause 17.3 of this agreement, an employee other than a temporary or casual may elect, subject to the agreement of Sydney Ferries, to sacrifice a portion of the base wage payable under sub clause 17.3 to additional employer Superannuation contributions. Such election must be made prior to the commencement of the period of service to which the earnings relate. The amount sacrificed must not exceed Fifty (50) percent of the base rate nominated in sub clause 17.3 or fifty percent of the currently applicable superannuable wage, whichever is the lesser. In this clause, "superannuable salary" means the employees wage as notified from time to time to the New South Wales public sector superannuation trustee corporations.
- 18.2 Where an employee has elected to sacrifice a portion of that payable wage to additional employer superannuation contributions:
- 18.3 Subject to Australian Taxation Law, the sacrificed portion of wage will reduce the wage subject to appropriate taxation deductions by the amount of that sacrificed portion; and
- 18.4 Any allowance, penalty rate, payment for unused leave entitlements, weekly workers compensation or other payment, other than any payments for leave taken in service, to which an employee is entitled under this Agreement or any applicable Award, or statute which is expressed to be determined by reference to an employee's wage, shall be calculated by reference to the wage which would have applied to the employee under clause 17.3 of this agreement in the absence of any salary sacrifice to superannuation made under this Agreement.
- 18.5 The employee may elect to have the portion of payable wage, which is sacrificed to additional employer superannuation contributions:
- (i) Paid into the superannuation scheme established under the First State Superannuation Act 1992 as optional employer contributions; or
  - (ii) Subject to the Department's or agency's agreement, paid into a private sector complying superannuation scheme as employer superannuation contributions.

- 18.6 Where an employee elects to salary sacrifice in terms of clause 18.3 above, the Department or agency will pay the sacrificed amount into the relevant superannuation fund.
- 18.7 Where the employee is a member of a superannuation scheme established under:
- (i) the *Superannuation Act 1916*.
  - (ii) *The State Authorities Superannuation Act 1987*.
  - (iii) *The State Authorities Non-Contributory Superannuation Act 1987*; or
  - (iv) *The First State Superannuation Act 1992*.

The employees Department or Agency must ensure that the amount of any additional employer superannuation contributions specified in sub clause 18.1 above is included in the employee's superannuable salary which is notified to the New South Wales public sector superannuation trustee corporations.

- 18.8 Where, prior to electing to sacrifice a portion of his/her salary to superannuation, an employee had entered into an agreement with his/her Department or Agency to have superannuation contributions made to a superannuation fund other than a fund established under legislation listed in sub clause 18.5 above, the Department or agency will continue to base contributions to that fund on the base wage payable under clause 17.4 to the same extent as applied before the employee sacrificed portion of that salary to superannuation. This clause applies even though the superannuation contributions made by the department or agency may be in excess of Superannuation guarantee requirements after the salary sacrifice is implemented.

#### **19. Overtime Meal Allowance**

- 19.1 All employees required to work overtime one and a half hours before their normal starting time and one and a half hours after their normal finishing time shall be supplied with a suitable meal or shall be paid the sum of \$11.00 for the first meal, \$11.00 for the second meal and \$11.00 for each subsequent meal after each further four hours of overtime.

#### **20. Leave**

- 20.1 An employee shall be entitled to a total of ten weeks (50 days) leave free of duty in each calendar year or to proportionate leave for any continuous service of less than a year at that date.
- 20.2 The leave prescribed in sub clause 20.1 hereof includes:
- (i) Five weeks annual leave
  - (ii) Two point six weeks leisure leave
  - (iii) Two point four weeks maritime leave
- 20.3 All leave in sub clause 20.2 will be cleared by a rostering arrangement.
- 20.4 Whilst employees are on rostered leave prescribed in sub clause 20.2 they will not be rostered or required for duty on weekends.
- 20.5 Any employee who absents themselves from work or other than the intervals of leave provided in sub clause 20.2 hereof or for sick or compassionate leave entitlements or for long service leave or while off duty on compensation, shall forfeit their right to the aggregate wage for the period of their absence.
- 20.6 An employee absent on sick leave shall be debited 7.6 hours in each midnight-to-midnight period from their sick leave entitlement.

## **21. Maritime Leave**

- 21.1 The 2001 General Purpose hands (GPH) Enterprise Agreement provided 12 days leave per year in lieu of an eight percent increase over three years. The entitlement to twelve days maritime leave per year shall continue.

## **22. Paid Maternity Leave**

- 22.1 Employees are eligible for paid maternity leave if they have completed 40 weeks continuous service before the expected date of birth.
- 22.2 Maternity leave is a period of not more than four weeks prior to the expected due date of birth and not more than fifty two weeks after the actual date of birth.
- 22.3 Employees will be entitled to a maximum of nine weeks paid maternity leave. The paid leave can be taken:
- 22.3.1 In a lump sum payment at the commencement of maternity leave; or
  - 22.3.2 As full pay on a fortnightly basis whilst on maternity leave; or
  - 22.3.3 As half pay on a fortnightly basis whilst on maternity leave; or
  - 22.3.4 Any combination of the above options
- 22.4 Separate from paid maternity leave, employees will have the option of being paid accrued annual and/or long service leave as part of the maternity leave period. The accrued annual leave and long service leave can be taken:
- 22.4.1 As full pay on a fortnightly basis whilst on maternity leave; or
  - 22.4.2 As half pay on a fortnightly basis whilst on maternity leave; or
  - 22.4.3 As any combination of the above options
- 22.5 Employees taking maternity leave must clear any accrued leave, annual leave entitlements in excess of forty days as part of maternity leave. Once all entitlements to pay have been exhausted the balance of maternity leave will be unpaid.
- 22.6 Employees will not unreasonably withhold notice of their intention to apply for maternity leave.
- 22.7 Employees will return from maternity leave to the position they held immediately prior to going on maternity leave if that position still exists. If the employees position has ceased to exist during the period of maternity leave the employee will return from maternity leave as a Displaced Officer and will be subject to Sydney Ferries Displaced Officer Policy.
- 22.8 In exceptional circumstances employees may be granted an extension to maternity leave beyond fifty-two weeks from the date of birth. If an employee returns to work after an extension of maternity leave beyond the fifty-two weeks from the date of birth, they will be treated as a Displaced Officer and will be subject to Sydney Ferries Displaced Officers Policy.
- 22.9 If an employee requests part time work on return from maternity leave, Sydney Ferries, where practical, will endeavour to provide part time employment for the employee in accordance with clause 11.1 of this Agreement.
- 22.10 If an employee requests a job share arrangement on return from maternity leave Sydney Ferries, where practical, will endeavour to provide a job share arrangement for the employee in accordance with clause 12.1 of this Agreement.

### **23. Transfer to a Safe Job**

- 23.1 If the present work of a female employee is, because of her pregnancy or breastfeeding, a risk to the health and safety of the employee or of her unborn child or new born child, an assessment of such a risk is to be made on the basis of a medical certificate supplied by the employee.
- 23.2 If an employee provides a medical certificate that identifies such a risk, Sydney Ferries will temporarily adjust the employees working conditions or hours of work to avoid exposure to that risk.
- 23.3 If such an adjustment is not feasible or cannot reasonably be made, Sydney Ferries will transfer the employee to other appropriate work that:
  - (i) Will not expose her to that risk, and
  - (ii) Is as nearly as possible to comparable in status and pay to that of her present work.
- 23.4 If such a transfer is not feasible or cannot reasonably be made, Sydney Ferries will grant the employee maternity leave, or any available sick leave for as long as is necessary to avoid exposure to that risk, as certified by a medical practitioner.

### **24. Parental Leave**

- 24.1 Employees who are not eligible for maternity leave or adoption leave can apply for parental leave to care for their child in special circumstances, providing the child is under two years of age at the time the leave commences.
- 24.2 Employees are eligible for parental leave if they have completed forty weeks continuous services before taking custody of a child and they will be the primary care giver.
- 24.3 Parental leave is a period of not more than fifty-two weeks from the date the leave commenced.
- 24.4 Parental leave is unpaid leave. The leave can consist of solely parental leave (unpaid), or a combination of parental, annual and/or long service leave, if the employee has accrued such leave.
- 24.5 Employees taking parental leave must clear any accrued annual leave entitlements in excess of forty days as part of parental leave.
- 24.6 Employees will not unreasonably withhold notice of their intention to apply for parental leave.
- 24.7 Employees will return from parental leave to the position they held immediately prior to going on parental leave if that position still exists. If the employee's position has ceased to exist during the period of parental leave, the employee will return from parental leave as a Displaced Officer and be subject to the Sydney Ferries Displaced Officer Policy.

### **25. Adoption Leave**

- 25.1 Employees are eligible for paid adoption leave if they have completed forty weeks continuous service before custody of the child has taken place and the child is under school age.
- 25.2 Adoption leave is a period of not more than fifty-two weeks after the actual date that the employee takes custody of the child.
- 25.3 Employees will be entitled to a maximum of nine weeks paid adoption leave. The paid leave can be taken:
  - (i) In a lump sum payment at the commencement of the adoption leave; or
  - (ii) As full pay on a fortnightly basis whilst on adoption leave; or

- (iii) As half pay on a fortnightly basis whilst on adoption leave; or
  - (iv) As any combination of the above options.
- 25.4 Separate from adoption leave, employees will have the option of being paid accrued and/or long service leave as part of the adoption leave period. The accrued annual leave and long service leave can be taken:
- I. As full pay on a fortnightly basis whilst on adoption leave; or
  - II. As half pay on a fortnightly basis whilst on adoption leave; or
  - III. As any combination of the above options.
- 25.5 Employees taking adoption leave must clear any accrued annual leave entitlements in excess of forty days as part of adoption leave.
- 25.6 Once all entitlements to pay have been exhausted, the balance of adoption leave will be unpaid.
- 25.7 Employees will not unreasonably withhold notice of the intention to apply for adoption leave.
- 25.8 Employees will return from adoption leave to the position they held immediately prior to going on adoption leave if that position still exists. If the employee's position has ceased to exist during the period of adoption leave, the employee will return from adoption leave as a Displaced Officer and be subject to the State Transit Authority Displaced Officer Policy.
- 25.9 In exceptional circumstances employees may be granted an extension to adoption leave beyond the fifty-two weeks from the time the employee takes custody of the child. If an employee returns to work after an extension of adoption leave beyond fifty two weeks from the time the employee takes custody of the child, they will be treated as a Displaced Officer and be subject to the State Transit Authority Displaced Officer Policy.
- 25.10 If an employee requests part time work on return from adoption leave, Sydney Ferries where practical, will endeavour to provide part time employment for the employee in accordance with clause 11.1 of this Agreement.
- 25.11 If an employee requests a job share arrangement on return from adoption leave, Sydney Ferries where practical, will endeavour to provide a job share arrangement for the employee in accordance with clause 12.1 of this Agreement.

## **26. Other Leave**

- 26.1 Personal / Carers Leave
- 26.1.1 An employee other than a casual employee with responsibilities in relation to a class of person set out in clause 26.1.3.2, who needs the employee's care and support, shall be entitled to use in accordance with this subclause any current or accrued sick leave entitlement to provide care and support for such persons whilst they are ill.
- 26.1.2 The employee shall, if required, establish either by production of a medical certificate or statutory declaration, the illness of the person concerned or 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 subclause where another person has taken leave to care for the same person.
- 26.1.3 The entitlement to use sick leave in accordance with this clause is subject to:
- 26.1.3.1 The employee being responsible for the care of the person concerned; and,
  - 26.1.3.2 The person concerned being:

- 26.1.3.2.1 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,
- 26.1.3.2.2 A child or adult child (including an adopted child, a stepchild, a foster child or a 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
- 26.1.3.2.3 A same sex partner who lives with the employee as the de facto of that employee on a bona fide domestic basis; or
- 26.1.3.2.4 A relative of the employee who is a member of the same household, where for the purposes of this sub-paragraph:
  - (i) "relative" means a person related by blood, marriage or affinity.
  - (ii) "affinity" means a relationship that one spouse because of marriage has to blood relatives of the other.
  - (iii) "household" means a family group living in the same domestic dwelling.

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

## 26.2 Unpaid leave for family purpose

26.2.1 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 as set out in 26.1.3 who is ill.

## 26.3 Time off in lieu of payment for overtime

26.3.1 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 twelve months of the said election.

26.3.2 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.

26.3.3 If, having elected to take time as leave in accordance with 26.3.1, the leave is not taken for whatever reason, payment for time accrued at overtime rates shall be made at the expiry of the twelve months period or termination.

## 26.4 Make-up time

26.4.1 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.

26.4.2 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, at the shift work which would have been applicable to the hours taken off.

## 26.5 Rostered days off

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



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

26.5.3 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 employer.

## 26.6 Bereavement leave

26.6.1 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 set out in clause 26.1.3.2.

26.6.2 The employee must notify the employer as soon as practical of the intention to take bereavement leave and will, if required by the employer, provide to the satisfaction of the employer proof of death.

26.6.3 For the purpose of bereavement leave, the employee need not have been responsible for the care of the person concerned.

26.6.4 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.

26.6.5 Bereavement leave may be taken in conjunction with other leave. In determining such a request, the employer shall give consideration to the circumstances of the employee and the reasonable operation of the business.

## 27. Employment Levels

27.1 The number of permanent full time employees employed at 1 January 2004 for the purposes of this agreement shall be a minimum of 238 (permanent employees) on the aggregate wage rate of pay.

27.2 The introduction of any new work will only follow after discussion with the employees and the Union.

27.3 A temporary employee will be engaged when for a minimum of two weeks when an employee/employees proceeds on long service leave. Employment will commence from the first day of the approved absence.

27.4 Teams will be responsible for the provision of appropriate employees for operational coverage due to absenteeism for the first two weeks an employee is absent. If an employee produces evidence they will be absent for a period of fifteen days or more, a temporary employee shall be engaged as soon as practicable within the first two days of the said absence. The first two days will be covered within the aggregate wage, the balance will be covered by a temporary employee. Sydney Ferries will provide the appropriate technical support to the elected monitors of each group.

Length of Absence	Method of Coverage
1 to 14 Days	Within the aggregate wage
1 to 15 Days +	Within aggregate first two days then temporary employee

27.5 A temporary employee will be engaged where an employee is absent for more than two weeks on sick leave or workers compensation or upon notification where an employee notifies management that they will be off work for longer than two weeks on sick leave or workers compensation a temporary employee will be engaged not more than two days after the notification.

27.6 Where an employee is absent for fourteen days or less the absence will be covered within the aggregate wage. The first fourteen days or up until a temporary is engaged to cover the work (which ever is the lesser) is to be covered within the aggregate wage.

## **28. Engagement and Dismissal**

- 28.1 With the exception of casuals who are employed by the day, all employment shall be by the fortnight and such employment may be terminated by a fortnights notice given on any day by the employer or by the employee or by the payment or forfeiture of one fortnights wages in lieu of notice.
- 28.2 The clause shall not affect the right of the employer to dismiss an employee, without any notice for misconduct or refusal of duty.
- 28.3 All matters relating to the discipline of an employee shall be in accordance with the policy of State Transit Authority of New South Wales, Code of Conduct and Standing Orders.

## **29. Recruitment of Employees**

- 29.1 Sydney Ferries shall at its absolute discretion recruit permanent, temporary and casual persons for employment in accordance with the terms and conditions of this agreement. This will be achieved by advertising internally for applicants for employment subject to the following conditions:

- 29.1.1 Sydney Ferries acknowledges the right of the Union to coverage of employees paid in accordance with this agreement.

- 29.1.2 Selection process

- The procedure for hiring persons for future employment including permanent and casual staff will be by way of appropriate selection process and panel as determined by Sydney Ferries merit selection policy. The employee representatives selected will be required to undertake and complete appropriate training in selection techniques and procedures. The Union will be consulted in respect of the employees selected.

- 29.1.3 Advertising of Positions

- At the time of being determined by Sydney Ferries that a vacancy exists and recruitment is required, Sydney Ferries will advertise the position internal and/or externally and will provide the Union with the internal advertisement for information purposes one week prior to the advertisement.

- 29.1.4 Induction

- To provide information on the aggregate wage where applicable and other conditions of employment it is agreed that a Union delegate provide a brief presentation to all new employees covered by this agreement as part of the induction process.

- 29.1.5 Employment of Casuals

- It is accepted that Sydney Ferries from time to time requires the use of casual employees. As part of the process it is a requirement that all casual employees to be engaged will undertake a selection process as determined by Sydney Ferries in order to determine suitability for employment. To ensure sufficient numbers of suitable casual employees are available the Union will be involved in the process of maintaining a current register of suitable casual employees. The employees will be required to rotate on an "as required" basis to ensure on the job training and skill level is maintained. The register will be subject to ongoing review to ensure demand for suitable casual employees can be met. The Union shall utilise their facilities to provide to Sydney Ferries when required, details of the availability of persons for casual employment who have been deemed by Sydney Ferries to satisfy the required standards suitable for the positions.

### **30. Positions Vacant Within Grade**

- 30.1 The parties agree that roster vacancies in grade will be filled by seniority, however, Sydney Ferries Operations Manager and Revenue and Ticketing Manager have the right of rejection of an applicant based on merit. All positions shall be subject to three months probation.

### **31. Interchangeability of Employees**

- 31.1 With the exception of cashier/Information and General Purpose Hand Cashiers positions that are of a separate stream, any other employee who is qualified shall be available to perform all duties of General Purpose Hand covered under this agreement, providing the employee possesses the necessary skill and training appropriate for the position.
- 31.2 A General Purpose Hand Cashier can be required to perform the duties of a cashier.
- 31.3 A Cashier/Information Officer who holds a pre sea certificate may be required to perform the duties of a General Purpose Hand Cashier.

### **32. Abandonment of Employment**

- 32.1 Where an employee within the period of twenty one (21) days from last day of attendance, fails to establish, to the satisfaction of Sydney Ferries, that the absence was due to a reasonable cause, they will be deemed to have abandoned their employment.
- 32.2 The appropriate Manager will forward a registered letter to the last known home address of the employee requesting that they contact their place of work, directing the employee to otherwise report for duty within seven days and advising the employee that their employment will be deemed to have been abandoned if the employee does not comply with the request and direction.

### **33. Safety**

- 33.1 The parties agree to the following:
- (i) Implement the Shore Based and Floating Emergency response plans.
  - (ii) All employees are to complete where appropriate the Shore Based and Floating Emergency response course.
  - (iii) Continued participation in the OHS&R Committee.
  - (iv) Implementation of regular safety audits with published results.
  - (v) To maintain the highest standards of safety.

### **34. Dispute Resolution**

- 34.1 Any dispute between employees, the Union and Sydney Ferries shall be settled by following the steps outlined below. In addition, the *Industrial Relations Act* 1996 specifies that normal work must continue while these procedures are being followed. If a health or safety risk is present, the OHS&R Officer should be notified for appropriate assessment and action.

Step 1: Employees or the Union representatives should contact the relevant supervisor in the first instance. The supervisor must commence to deal with the dispute as quickly as possible.

Step 2: If the dispute is unresolved, the delegate and or union official must approach the relevant manager to resolve the dispute. Where the grievance has employee relation implications, the relevant manager should seek the advice of the Employee Relations Manager.

Step 3: At this point, if the dispute remains unresolved, it should be referred to the General Manager.

Step 4: Either party may refer the dispute to the NSW Industrial Relations Commission at any time.

### **35. Training Flexibility**

35.1 In order to reduce the very high costs of training and development of employees, the parties agree to develop arrangements with regard to the scheduling of training. Consultation with a nominated member/s of the Union Shop Committee will take place in respect of the programming of training courses with consideration being given to the following:

- (i) Training to take place during normal hours
- (ii) Training activities to take place during periods of predictable low patronage
- (iii) Training is to facilitate the courses outlined in Appendix A
- (iv) All training is to be programmed to minimise any disruption to Sydney Ferries operation or employees rostered leave.

### **36. Training**

36.1 As a general principle, employees will have access to training with an aim of progressing as far as their capabilities and job availability allow. It is the aim of Sydney Ferries to have a multi skilled and flexible workforce. All employees shall have the opportunity to acquire the agreed qualifications for and to perform any of the requisite tasks.

36.2 The principle is subject to the following:

- (i) Sydney Ferries will have the right to select employees at the point of promotion based on its assessment of the ability and potential of an employee to perform in a higher classification.
- (ii) Sydney Ferries undertakes to advise the Union of what its needs are so that all understand those needs.
- (iii) Progression through the career path will be dependant on the employee successfully completing skills training.
- (iv) The career path will not be used to diminish skill and/or qualification levels.
- (v) The existence of this career path will not limit the right to externally recruit Masters and Engineers.

36.3 Paid career path training

36.3.1 Employees will have access to paid training time subject to:

- (i) The vocational potential of the employee concerned.
- (ii) The ability of the employee to conform to the requirements of Commonwealth of State regulations.
- (iii) The reasonable availability of positions, which enable the employee to use the skills, gained through training.
- (iv) Approval by the parties of the course to be attended.

(v) The approval of the employee's application to Sydney Ferries.

36.4 Accumulation of leave whilst on paid career path training

36.4.1 Where the mutually agreed training time falls during a period of previously accumulated leave, the time spent at an approved training course will be reinstated to the employee.

36.5 Career path training cost

36.5.1 Where an employee undertakes a course of the approved company-training program, all reasonable costs associated with the course shall be paid.

36.5.2 Where an employee on their own initiative undertakes a course that is non-approved but relevant to employment within Sydney Ferries they can request the financial assistance of Sydney Ferries for that course.

36.5.3 Financial assistance, if given, shall be limited to tuition fees, examination fees and reference material required for the course and at the discretion of Sydney Ferries other costs as are fair and reasonable and agreed prior to the commencement of the course.

36.6 Trainees

36.6.1 Sydney Ferries will continue to offer Maritime Service Traineeships at the Certificate II level.

36.6.2 Training Program: The training program will be developed by Sydney Ferries and State Transit Training Division with appropriate industry providers in consultation with the Union.

36.6.3 Selection Process: Selection for trainees at all levels will be according to Sydney Ferries merit selection policy. A Union representative is to be a member of the selection process.

36.6.4 Training Wage: A training wage shall apply for trainees as provided for in the New South Wales Training Wage (State) Award.

**37. General Purpose Hand (GPH) Training Positions**

37.1 The purpose of the positions shall be to allow a GPH to achieve Master V/Master IV and MED II/MED III qualifications.

37.2 Selection Process:

The Training Positions are to be selected by Sydney Ferries merit selection policy.

37.3 Number of Training Positions:

The maximum number of Training Positions will be two. The two positions shall not increase the number of the staff.

37.4 Training:

The Training Positions will be trained by Sydney Ferries to achieve the qualification of Master V/Master IV and MED II/ MED III. They will be skilled up to be Master on all vessels and Engineer on Inner Harbour vessels.

37.5 Remuneration:

The Training Positions will receive the aggregate wage. The Training Positions will do training Monday to Friday on an agreed roster and fill the normal spares shifts on weekends and public holidays.

## 37.6 General

- 37.6.1 The Training Positions will be rostered with selected Masters and Engineers who have attained the appropriate qualification as trainers.
- 37.6.2 The trainers will also be selected through the Sydney Ferries merit selection policy.
- 37.6.3 All training and assessment and results will be recorded on the employees training file and the appropriate STA quality system documentation.
- 37.6.4 Regular Audits will be conducted by the Waterways Authority to ensure compliance with the certification requirements.

## 38. Travelling Arrangements

- 38.1 Employees who are required to work, commencing or finishing between midnight and 5:00am, both times inclusive, shall be provided with a conveyance by the employer. One half hour of pay may be paid to an employee in lieu of a travel conveyance.
- 38.2 If the transport provided is a taxi, the limit of transportation shall be that determined by the NSW Taxi Council definition of the Metropolitan Taxi District, as determined from time to time. The boundaries as currently defined as Otford in the South, Brooklyn in the North, the Nepean River in the West and a straight line drawn from Penrith to Camden to cover the South West boundary.
- 38.3 If employees are required, in the future, to commence duty at a place other than their normal starting location at Circular Quay, Balmain or Manly then appropriate discussions shall take place between the Union and State Transit Authority of New South Wales (Sydney Ferries).
- 38.4 Leisure Leave and Annual Leave relief's required to start at Manly before 6:00am will be provided with a taxi at 5:40am from Circular Quay or be paid half an hour travelling time.

## 39. Public Holidays

- 39.1 The following days shall be deemed holidays within the meaning of this agreement and shall be allowed without deduction of pay, namely, New Years Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, ANZAC Day, Queens Birthday, Labour Day, Christmas Day, Boxing Day and all other days proclaimed as Public Holidays in the State of New South Wales.

## 40. Annual Leave

- 40.1 Annual Leave shall accrue in accordance with entitlements under the *Annual Holidays Act 1944*.

## 41. Picnic Day

- 41.1 The Picnic Day has been incorporated into the aggregate rate.

## 42. Long Service Leave

- 42.1 Employees wishing to take Long Service Leave must make their application in writing a minimum of four weeks prior to the desired date of approval to be considered. The minimum period for Long Service leave is two weeks, which may include one or two employees for employees on an aggregate wage. For other conditions see the Long Service Leave Policy.

42.2 For Sydney Ferries staff Long Service Leave accrued from 10 June 1997 shall accrue at the aggregate wage rate.

### **43. Growth, Reduction and Cessation in Business**

- 43.1 The Parties have entered into this Agreement in the expectation that current lines of work will remain, and services of Sydney Ferries will remain substantially unaltered for the term of this Agreement.
- 43.2 If circumstances affecting Sydney Ferries operations or business lead to the growth, reduction or cessation of the business, requiring a change to the lines of work or to the permanent establishment numbers, Sydney Ferries and the Union shall confer in order to resolve any issues that arise from those changes in circumstances. The parties shall endeavour to resolve such issues in accordance with the dispute settlement procedure in this Agreement.
- 43.3 Sydney Ferries shall utilise all resources including the employee's hours available within the aggregate rate in an efficient manner to enhance the productivity of the business.
- 43.4 The Parties shall not unreasonably co-operate when consulting about the use of resources.

### **44. Team Based Work Organisation**

- 44.1 The Parties are committed to building teams, both vessel and land based which are:
- (i) Productively employed and perform tasks in accordance with their skills.
  - (ii) Able to have direct input into the planning, organising and evaluating of their work.
  - (iii) Responsible for achieving and improving safety standards.
  - (iv) Where there is to be changes to existing teams there is to be consultation.

### **45. Rosters**

- 45.1 Rosters are constructed on the basis of Monday to Sunday in a given week.
- 45.2 In the case of an emergency there will be consultation between the parties. At all other times Sydney Ferries shall prepare a roster showing the ordinary starting times and finishing times of employees and such rosters shall be posted in time to give employees at least seven days notice of their rostered work.

### **46. Uniform Issue**

- 46.1 Uniform issue will be on a point basis. Employees will be allocated 40 points per annum with two issues each year.

The following points are allocated to each garment:

GARMENT	POINTS
Trousers/Slacks	4
Shirts/Blouses	4
Shorts/Culottes	3
Skirt	3
Dress	4
Belt	1
Scarf	1
Sloppy Joes	3
Castro Jacket	4
Half length Coat	4
Socks	1

Cap	1
Beanie	1
Shoes	1

#### 46.2 Protective Clothing

The company will issue the following to Permanent Employees and Temporary Employees employed for more than eight continuous weeks:

Hat for sun protection		
3/4 length Wet Weather Coat	1	36 months
Wet Weather Trousers	1	36 months
Dairy Boots	1	36 months
Sou' Wester	1	36 months
UV Lotion		As required

These items will be replaced upon production of evidence that it is worn out. Lost items must be replaced by the employee at employee's own cost unless the employee can demonstrate to Sydney Ferries that the loss was not their fault.

Sydney Ferries will supply one pair of sunglasses to the Australian UV standards and one pair of protective covering/glasses suitable for the job. Clip-ons will be supplied where requested. Where an employee uses prescription sunglasses, the company will, upon production of a receipt, reimburse the 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.

#### 47. Union Fees

- 47.1 Sydney Ferries will continue for the life of this agreement to deduct Union Fees and remit to the Union for those employees who are members of the Seamen' Union of Australia, New South Wales Branch.

#### 48. Information Kiosks

- 48.1 The Union will participate in a review that is to be undertaken of the functions associated with the Sydney Ferries Information Office. When this review is completed the outcome will be discussed with Union. In the event the work remains that of a General Purpose Hand the position is to be within the 238 General Purpose Hands.

#### 49. on Board Ticket Selling

- 49.1 A review is to be taken of On Board Ticket Selling at intermediate stops. The review is also to consider the possibility of introducing on-board validators and TVM's at outlying wharves. When the review is completed the findings are to be presented to and discussed with the Union.

#### 50. Sydney Ferries Business Development Study

- 50.1 The Parties agree to consult regarding recommendations made by Booz Allen in their Sydney Ferries Business development Study.

#### 51. Drug and Alcohol Policy

- 51.1 During the life of this agreement, the parties will continue with discussions on the creation of a policy on drugs and alcohol in the workplace.
- 51.2 The Drug and Alcohol policy shall be based around the Passenger Transport (Drug and Alcohol Testing) Regulation (NSW) 2004.



## **52. Negotiate Next Enterprise Agreement**

52.1 The parties agree to commence negotiating to next Enterprise Agreement on 31 March 2005.

## **53. Leave Reserved**

53.1 Leave is reserved as follows:

- (i) To apply for variation of this agreement should there be any decision or agreement regarding the wage for determining superannuation contributions.
- (ii) To apply for variation to clause 13 of this agreement (Temporary Employment) should there be agreed outcomes from the parties in the Review Committee.

## **SIGNATURES**

\_\_\_\_\_  
Signed for, and on behalf of the State Transit Authority of New South Wales (Sydney Ferries)

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

## **APPENDIX A**

1. First Aid
2. Fleet Emergency Response Procedure (FERP)
3. Shore Emergency Response Procedure (SERP)
4. Sixty Days as per sub clause 9.2. vii
5. Four employees to complete Trainee Assessor Courses
6. Courses identified by both parties