

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA01/270

TITLE: State Transit Authority of NSW (Sydney Ferries) Enterprise Agreement

I.R.C. NO: IRC01/5480

DATE APPROVED/COMMENCEMENT: 23 August 2001

TERM: 28 Months

**NEW AGREEMENT OR
VARIATION:** New Replaces EA98/178

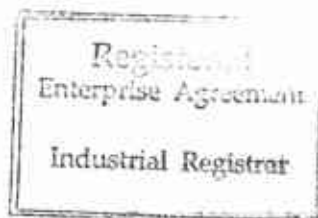
GAZETTAL REFERENCE: 5 October 2001

DATE TERMINATED:

NUMBER OF PAGES: 24

COVERAGE/DESCRIPTION OF EMPLOYEES: Applies to all employees employed by State Transit Authority of NSW (Sydney Ferries) working within the classifications of Ferry Hand (General Purpose Hand)

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



ONE WINNING TEAM - PARTNERSHIP AGREEMENT 2001
State Transit Authority of New South Wales
(SYDNEY FERRIES STA)
Seamens' Union of Australia
New South Wales Branch (SUA)

1. Title

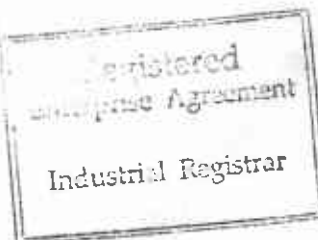
This Agreement shall be known as the State Transit Authority of New South Wales (Sydney Ferries STA NSW) Enterprise Agreement 2001.

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3. Application

- 3.1 This Agreement relates to the employment arrangements for 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 Deckhand, Wharfhand, Greaser, Gatehand, Shipkeeper and Storepersons. 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 total of four Trainers and four Assessors with a minimum of 21 monitors, two trainers to reach level four qualifications.
- 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.
 - 4.3.1 Two additional employees will be trained as Trainers to be utilised as trainers as required after discussion between the parties.
 - 4.3.2 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

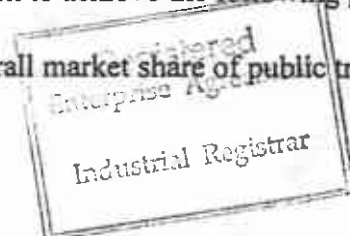
- 5.1 This Agreement will come into effect in all regards from the date of certification by the Industrial Relations Commission of New South Wales and shall remain in force until 31 December 2003.

6. Parties to the Agreement

- 6.1 This Agreement is between State Transit Authority of New South Wales (Sydney Ferries) and the Seamens' Union of Australia New South Wales Branch (the Union).

7. Agreement Objective

- 7.1 The fundamental objective of this Agreement is to create a framework consistent with the intent of State Transit's Objectives to encourage the greater use of public transport by 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:
- 7.1.1 Delivering better quality services to increase the overall market share of public transport and to increase patronage.
- 7.1.2 Expanding services and improving efficiency.
- 7.1.3 Improving Customer Service to attract people whom will be treated with courtesy and respect by employees who are committed to honesty and dependability.
- 7.1.4 Meeting Sydney Ferries public obligations to satisfy current legislative and regulatory obligations available to encourage public transport usage. These relate to many aspects of State Transit's 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 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:
- 8.1.1 To deliver a service that reflects the needs of customers.
- 8.1.2 To operate with excellent safety standards for the benefit of passengers, staff, the general public and their property.
- 8.1.3 To provide services that meet high standards of cleanliness, reliability and frequency.
- 8.1.4 To provide customers with complete, easily understood and up-to-date service information.
- 8.1.5 To make services more accessible for all passengers.
- 8.1.6 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 all the balustrade and perimeter glass
- All seating.
- Hand Rails
- Turnstiles
- TVM's
- Changing garbage and recycling bins in co-ordination with current
- The information office.
- The external and internal areas of the ticket boxes.
- The revenue room.



8.3 All Vessels.

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 communication 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 sharing shall be achieved through formal and informal means, for example, presentations, Consultative Committee, newsletter.

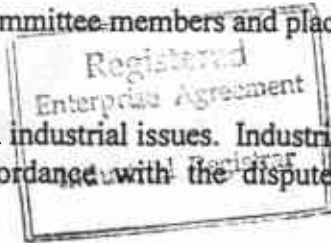
9.1.3 Employees covered by this Agreement will have representation on the Sydney Ferries Consultative Committee totalling five of which one is to be from revenue and 1 from Manly.

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 will not become involved in industrial issues. Industrial issues, which require resolution, should be dealt within accordance with the dispute settling procedure as set out in Clause 24.
- 9.2 Sydney Ferries recognizes the role of the shop committee with the following summary of the rights of the delegates:
- 9.2.1 To be treated fairly and to perform their role as union delegate without any discrimination in their employment.
- 9.2.2 Formal recognition by the employer that endorsed union delegates speak on behalf of union members in the workplace.
- 9.2.3 Bargain collectively on behalf of those they represent.
- 9.2.4 Consultation and access to reasonable information about the workplace and the business.
- 9.2.5 Paid time to represent the interests of members to the employer and industrial tribunal.
- 9.2.6 Reasonable paid time during working hours to consult with union members.
- 9.2.7 A total of sixty days per year will be available between all employees to attend union accredited education. Spares will cover employees shifts whilst they are attending the above accredited education.
- 9.2.8 Reasonable access to telephone, facsimile, post and photocopying for the purpose of carrying out work as a delegate and consulting with workplace colleges and the union.
- 9.2.9 Place union information on a notice board in a prominent place at the work location.
- 9.3 Sydney Ferries EPA Review Committee
- 9.3.1 The Review Committee will be established with effect from 1 January 2001. This Review Committee will monitor the success of the reduction of overtime, predictability of leave and the Enterprise Agreement in general.



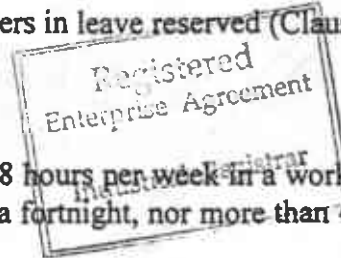
The Review Committee will be formulated by equal representation by the parties to this agreement.

The Review Committee may also look at other work practices and efficiencies within the confines of this agreement in order to ensure that Sydney Ferries operate best practice.

The Review Committee will also deal with the matters in leave reserved (Clause 43).

10. Hours

- 10.1 The ordinary hours of duty 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 which 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 13.4.3.
- 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 that shift.
- 10.3.2 Where an employee is called in to fill a shift it will be in accord with sub clause 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 eleven consecutive hours except by agreement between the Union and State Transit.
- 10.5 An employee shall have a break of at least ten hours between shifts, unless otherwise agreed between State Transit and the Union.
- 10.6 All employees shall be given a crib break of twenty 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 on board while the vessel is moored. Manly conventional ferries are exempt from this clause.
- 10.7 Employee responsibilities and standards will be developed through consultative process and shall be finalised within three months of certification of this Agreement.
- 10.8 Except as provided for in sub clauses 13.4.4 and 13.5, the annualised wage covers all work associated 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.

10.9 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.

10.10 The rostered average hours are not to exceed 90.2 hours per fortnight.

11. Notice Periods of Work Outside Rosters

11.1 Except in cases of emergency State Transit 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.

11.2 A record of employee's hours of duty will be kept by the employer and made available to members/s 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.

11.3 The employer will provide the following notice periods to employees when required to work additional hours to their rostered hours.

WORK 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 17.4
Long service leave (employee notice)	30 days
Bereavement leave	As required
Employee absent no advice one shift	Spare to cover
Employee absent no advice more than 24 hours	Casual employee to cover.
Extended services	As required
2 nd General Purpose Hand Northcott	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 break down within shift	Rostered crew
Vessel trial after break down in excess 24 hours	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 revalidation all positions	Within rostered shift
TAFE/Trade union training	28 days

- 11.4 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.

12. Payments Outside the Aggregate Wage.

- 12.1 This clause will apply to new Sydney Ferries employees when commencing employment for their initial two weeks of training 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 13.4.1.
- 12.2 When commencing for the initial two weeks of training, employees will only be required to work Monday to Friday.
- 12.3 All time worked in excess of 11 hours on any shift except where otherwise agreed between the Union and State Transit, 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 the ordinary finishing time shall be overtime paid at the rate of time and one half for the first two hours and double time thereafter.
- 12.4 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 the rate of double time thereafter.
- 12.5 All time worked during the ordinary hours of labour between 12 midnight Friday and 12 midnight Saturday shall be paid for at the rate of time and one half.
- 12.6 All time worked on a Saturday on which an employee has been rostered off shall be paid at double time.
- 12.7 All time worked on a Sunday shall be paid for at double rates in addition to their ordinary week's wages.
- 12.8 An employee recalled to work overtime after leaving their employer's 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.
- 12.9 In the payment of overtime, calculations shall be made to the next half of an hour, excepting overtime-incorporated in fixed rosters.
- 12.10 Night and Shift Rates
- 12.10.1 Employees engaged on day shift shall be paid a shift allowance of 10 per cent 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 15 per cent more than their ordinary rate of pay. Such shift allowance of 10 per cent and 15 per cent 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 5 cents and any broken part of 5 cents in the result not exceeding 2 cents shall be disregarded.

12.10.2 "Day Shift" means any shift commencing before 6.30 a.m.

12.10.3 "Afternoon Shift" means any shift finishing after 6.00 p.m. and at or before midnight.

12.10.4 "Night Shift" means any shift finishing subsequent to midnight and at or before 8.00 a.m.

12.10.5 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 13 and three quarter per cent of their total daily rate in addition to their ordinary daily rate of pay.

12.11 Broken Shift Working

12.11.1 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.

12.11.2 All broken shifts shall be worked within a spread of thirteen hours daily unless otherwise agreed between the Union and State Transit.

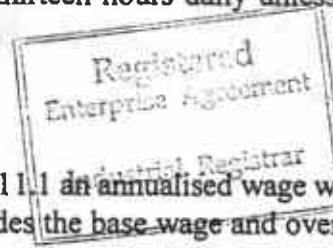
13. Wages Schedule

13.1 Except for circumstances as provided for in sub-clause 11.1 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.

13.2 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. In the event that parties cannot agree on a resolution to eliminate the additional hours being worked either party may notify the Industrial Commission of New South Wales to seek assistance.

In the event of such a disagreement the additional maritime leave will be suspended until the issue is resolved in the New South Wales Industrial Commission.

13.3 The following annual wage schedule and associate base rate shall apply from the dates nominated:



13.4.1 Effective Date: 1 January 2001

Effective Date	4th Stream Trainer/ Assessor Aggregate Per Annum \$	3rd Stream Monitor/ Certificated Information Aggregate Per Annum	1st/2nd Stream GPH/ Cashier, Aggregate Per Annum	Base Rate Per Week
01.01.2001	\$61,122	\$60,376	\$59,630	641.27
01.06.2001				650.89
01.01.2002				660.65
01.06.2002				670.56
01.01.2003				683.98

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13.4.2 With the exception of circumstances prescribed in sub-clauses (11.1) and (13.4.4) and herein, all employee payments relative to all Sydney Ferries operations are included in the aggregate rates nominated in sub clause 13.4.1.

13.4.3 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.

13.4.4 Outside Harbour Rates:

(i) Date of Certification

Monitor \$388.60
G.P.H. \$383.50

(ii) Employees shall be paid a meal allowance of \$15.00 per day.

(iii) All deck crews shall be paid an allowance of \$37.00 per trip clean up money.

13.5 Employees required to work on Christmas day shall be paid an additional amount of 1/38th of 1/52 of the annual wage for each hour worked.

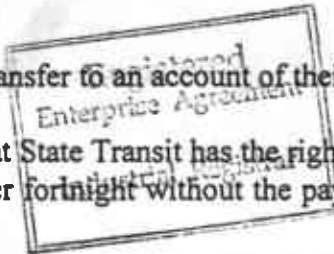
13.6 The annualised wage will not apply to payments made as a consequence of resignation, retirement, voluntary severance or involuntary termination for any accrued entitlement prior to 10 June 1997. The rate applicable will be the base rate.

An employee who absents themselves from work for other than the intervals of leave provided in sub clause 15.4, for sick or compassionate leave entitlements, long service leave, shall forfeit their right to the aggregate wage for the period of their absence.

13.7 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 continues. The employee's non-entitlement payment of wages will be at the hourly rate for each hour or part of an hour

that he/she so refuses or fails to work. For the purpose of this clause the hourly rate shall be 1/38 of 1/52th of the appropriate aggregate wage prescribed in sub clause 13.4.1

- 13.8 Where an employee is off duty sick and claims sick leave, 7.6 hours per day at the base rate in sub clause 13.4.1 is to be deducted from sick leave entitlements.
- 13.9 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.
- 13.10 Employees will be paid fortnightly by direct electronic transfer to an account of their choice.
- 13.11 All employees on the standby call in list acknowledge that State Transit has the right to fully utilise their services up to their aggregate of 99 hours per fortnight without the payment of overtime.



14. Salary Sacrifice for Superannuation

- 14.1 Notwithstanding the wages prescribed under sub-clause 13.4.1 of this agreement an employee other than a temporary or casual may elect, subject to the agreement of State Transit, to sacrifice a portion of the base wage payable under sub-clause 13.4.1 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 thirty (30) percent of the base rate nominated in sub-clause 13.4.1 or thirty (30) percent of the currently applicable superannuable wage, whichever is the lesser. In this clause, "superannuable salary" means the employee's wage as notified from time to time to the New South Wales public sector superannuation trustee corporations.
- 14.2 Where an employee has elected to sacrifice a portion of that payable wage to additional employer superannuation contributions:
- 14.2.1 subject to Australian Taxation law, the sacrificed portion of wage will reduce the wage subject to appropriate PAYE taxation deductions by the amount of that sacrificed portion; and
- 14.2.2 any allowance, penalty rate, payment for unused leave entitlements, weekly worker's 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, Act 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 13.4.1 of this Agreement in the absence of any salary sacrifice to superannuation made under this Agreement.
- 14.3 The employee may elect to have the portion of payable wage, which is sacrificed to additional employer superannuation contributions:
- 14.3.1 paid into the superannuation scheme established under the First State Superannuation Act 1992 as optional employer contributions; or

- 14.3.2 subject to the Department's or agency's agreement, paid into a private sector complying superannuation scheme as employer superannuation contributions.
- 14.4 Where an employee elects to salary sacrifice in terms of Clause 14.3 above, the Department or agency will pay the sacrificed amount into the relevant superannuation fund.
- 14.5 Where the employee is a member of a superannuation scheme established under:
- 14.5.1 the Superannuation Act 1916;
- 14.5.2 the State Authorities Superannuation Act 1987;
- 14.5.3 the State Authorities Non-contributory Superannuation Act 1987;
- 14.5.4 the First State Superannuation Act 1992
- 14.5.5 the employee's Department or Agency must ensure that the amount of any additional employer superannuation contributions specified in subclause 14.1 above is included in the employee's superannuable salary which is notified to the New South Wales public sector superannuation trustee corporations.
- 14.6 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 14.4 above, the Department or agency will continue to base contributions to that fund on the base wage payable under clause 13.4.1 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.



15. Overtime Meal Allowance

- 15.1 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 \$10.00 for the first meal, \$10.00 for the second meal and \$10.00 for each subsequent meal after each further four hours of overtime.

16. Leave

- 16.1 An additional 12 days leave per year is in substitution of a wage increase during the life of the Enterprise Agreement.
- 16.2 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.
- 16.3 The leave prescribed in sub clause 16.1 hereof includes:
- (a) Five weeks annual leave.

- (b) Two-point six weeks leisure leave.
- (c) Two point four weeks (maritime leave) EA 2001.

- 16.4 All leave in sub clause 16.3 will be cleared by a rostering arrangement.
- 16.5 Whilst employees are on rostered leave prescribed in sub clause 16.3 they will not be rostered or required for duty on weekends.
- 16.6 Any employee who absents themselves from work for other than the intervals of leave provided in subclause 16.2 hereof or for sick or compassionate leave entitlements or for long service leave or whilst off duty on compensation, shall forfeit their right to the aggregate wage for the period of their absence.
- 16.7 An employee absent on sick leave shall be debited 7.6 hours in each mid night to mid night period from their sick leave entitlement.

17. Employment Levels

- 17.1 The number of permanent full time employees employed at 1 January 2001 for the purposes of this agreement shall be 213 on the aggregate wage rate of pay.
- 17.2 During the life of this agreement the review committee will make recommendations about the number of full-time employees required to operate the business efficiently. Six months after the commencement of this agreement the committee will make a recommendation of the number of employees required to cover maritime leave to operate effectively.
- 17.3 The introduction of any new work will only follow after discussion with the employees and the union.
- 17.4 A temporary employee will be engaged 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.
- 17.5 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 more, a Temporary employee will 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 (refer to the table below).

LENGTH OF ABSENCE	METHOD OF COVERAGE
1 to 14 Days	Within the aggregate wage
1 to 15 Days +	Within Aggregate first 2 days then temporary employee.

Sydney Ferries will provide the appropriate technical support to the elected monitors of each group.

- 17.6 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.

- 17.7 Where an employee is absent for 14 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.
- 17.8 Where an employee is off duty sick and has no sick pay, the coverage of the absence is to be within the aggregate wage.

18. Engagement and Dismissal

- 18.1 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 fortnight's notice given on any day by the employer or by the employee or by the payment or forfeiture of one fortnight's wages in lieu of notice.
- 18.2 This clause shall not affect the right of the employer to dismiss an employee, without any notice, for misconduct or refusal of duty.
- 18.3 All matters relating to the discipline of employees shall be in accordance with the policy of State Transit Authority of New South Wales, Code of Conduct and Standing Orders.

19. Recruitment of Employees

- 19.1 State Transit 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 and/or externally for applicants for employment subject to the following conditions: -
- 19.1.1 State Transit acknowledges the right of the Union to coverage of employees paid in accordance with this agreement.
- 19.1.2 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 State Transit 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.
- 19.1.3 Advertising of Positions.
At the time of it being determined by State Transit that a vacancy exists and recruitment is required, State Transit will advertise the position internal and/or externally and will provide the Union with the internal advertisement for information purposes one week prior to advertisement.
- 19.1.4 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.

19.2 Employment of Casuals.

It is accepted that State Transit 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 State Transit, 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. These employees will be required to rotate on an "as required" basis to ensure on the job training and skill level is maintained. This register will be subject to ongoing review to ensure demand for suitable casual employees can be met. To this end the Union will utilise their facilities to provide to State Transit if required, details of the availability of persons for casual employment who have been deemed by State Transit to satisfy the required standards suitable for the positions.

19.2.1 A casual employee will mean an employee engaged on a daily basis.

19.2.2 Payment will be in accordance with the base rates prescribed in clause 12, plus an additional 20% loading and 1/12th, together with other payments due under a non annualised wage.

19.3 Temporary Employee

19.3.1 A temporary employee will mean any employee engaged in a classification for a nominated period of more than two weeks or for the duration of a nominated project. Temporary employees will receive the same conditions of employment as permanent employees.

20. Vacant Positions within Grade

20.1 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 will be subject to three months probation.

21. Interchangeability of Employees

21.1 With the exception of Cashier/Information and General Purpose Hand Cashiers positions which are of a separate stream, any other employee who is qualified shall be available to perform all duties of a General Purpose Hand covered under this agreement, providing the employee possesses the necessary skill and training appropriate for the position.

21.2 A General Purpose Hand Cashier can be required to perform the duties of a cashier.

21.3 A Cashier/Information officer who holds a pre sea certificate may be required to perform the duties of a General Purpose Hand Cashier.

22. Abandonment of Employment

22.1 Where an employee, within the period of 21 days from last day of attendance, fails to establish, to the satisfaction of State Transit, that the absence was due to a reasonable cause, he/she will

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be deemed to have abandoned his/her employment.

- 22.2 The appropriate Manager will forward a registered letter to the last known home address of the employee requesting that he/she contact his/her place of work, directing the employee to otherwise report for duty within 7 days and advising the employee that his/her employment will be deemed to have been abandoned if the employee does not comply with the request and direction.

23. Safety

23.1 The Parties agree to the following:

23.1.1 Implement the Shore Based and Floating Emergency Response plans.

23.1.2 All employees are to complete where appropriate the Shore Based and Floating Emergency Response course.

23.1.3 Continued participation in the OHS&R Committee.

23.1.4 Implementation of regular safety audits with published results.

23.1.5 To maintain the highest standards of safety.



24. Dispute Resolution

24.1 Any dispute between employees, the Union and State Transit 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.

25. Training Flexibility

25.1 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:

Training to take place during ordinary hours.

Training activities to take place during periods of predictable low patronage.

Training is to facilitate the courses outlined in Appendix A.

All training is to be programmed to minimise any disruption to Sydney Ferries operation or employees rostered leave.

26. Training

26.1 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.

26.2 The principle is subject to the following:

26.2.1 State Transit (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.

26.2.2 State Transit (Sydney Ferries) undertakes to advise the Union of what its needs are so that all understand those needs.

26.2.3 Progression through the career path will be dependent on an employee successfully completing skills training.

26.2.4 The career path will not be used to diminish skill and/or qualifications levels.

26.2.5 The existence of this career path will not limit the right to externally recruit Masters and Engineers.

26.3 Paid career path training

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

- (a) The vocational potential of the employee concerned.
- (b) The ability of the employee to conform to the requirements of Commonwealth of State regulations.
- (c) The reasonable availability of positions, which enable the employee to use the skills, gained through training.
- (d) Approval by the Parties of the course to be attended.

(e) The approval of the employee's application by Sydney Ferries.

26.4. Accumulation of leave while on paid career path training

26.4.1 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.

26.5. Career path training cost.

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

26.5.2 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.

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

26.6. Trainees

26.6.1 State Transit will continue to offer Maritime Service Traineeships at the Certificate 2 level.

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

26.6.3 Selection Process: Selection for Trainees at all levels will be according to State Transit merit selection policy. Union representative to be a member of the selection process.

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

27. General Purpose Hand (GPH) Training Positions.

27.1 Purpose: To allow GPH to achieve Master V/Master IV and MED III/MED II qualifications.

27.2 Selection Process: The Training Positions are to be selected by the State Transit Merit selection policy.

27.3 Number of Training Positions: The maximum number of Training Positions will be two. The two positions will not increase the number of staff.

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

27.5 Remuneration: The Training Positions will receive the aggregate wage. The Training Positions will do his/her training Monday to Friday on an agreed roster and fill the normal

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spares shifts on weekends and public holidays.

- 27.6 General: The Training Positions will be rostered with selected Masters and Engineers who have attained the appropriate qualification as trainers.

The trainers will also be selected through the State Transit merit selection policy.

All training and assessment and results will be recorded on the employees training file and the appropriate STA quality system documentation.

Regular audits will be conducted by the Waterways Authority to ensure compliance with the certification requirements.

28. Travelling Arrangements

- 28.1 Employees who are required to work, commencing or finishing between midnight and 5 am, 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.
- 28.2 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.
- 28.3 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).
- 28.4 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 ½ hour travelling time.

29. Public Holidays

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

30. Annual Leave

- 30.1 Annual leave shall accrue in accordance with entitlements under the Transport Administration Act, 1988.

31. Picnic Day

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

32. Long Service Leave

- 32.1 Employees wishing to take Long Service Leave must make their application in writing a minimum of four weeks prior to the desired date for 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.
- 32.2 For Sydney Ferries staff Long Service Leave accrued from 10 June 1997 shall accrue at the Aggregate Wage rate.

33. Drug & Alcohol Policy

- 33.1 During the life of this agreement the parties will participate in discussions in the development of a policy on drugs and alcohol in the workplace.

34. Reduction, Cessation or Growth in Business

- 34.1 The Parties have entered into this Agreement in the expectation that current levels of operation and business of Sydney Ferries will remain substantially unaltered for the term of this Agreement.
- 34.2 If circumstances affecting Sydney Ferries operations or business lead to the reduction, cessation or growth of the business, State Transit 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.
- 34.2.1 Sydney Ferries shall utilise all resources including the employees hours available within the aggregate rate in an efficient manner to enhance the productivity of the business
- 34.2.2 The Parties shall not unreasonably co-operate when consulting about the use of resources.

35. Team-Based Work Organisation

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

36. Rosters

- 36.1 Rosters are constructed on the basis of Monday to Sunday in a given week.
- 36.2 In the case of an emergency there will be consultation between the parties. At all other times State Transit 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.

37. Uniform Issue

37. Uniform issue will be on a point basis.

37.1 Employees will be allocated 40 points per annum with two issues each year.

37.2 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



37.3 Protective Clothing

37.3.1 The company will issue the following to permanent employees and Temporary employees employed for more than 8 continuous weeks):

37.3.2 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

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

37.4 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 that employee up to the amount of \$50.00.

37.5 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.

38. Union Fees

38.1 State Transit 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 Seamens' Union of Australia, New South Wales Branch.

39. Information Kiosks.

39.1 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 213 General Purpose Hands.

40. On Board Ticket Selling

40.1 A review is to be undertaken 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 this review is completed the findings are to be presented to and discussed with the Union.

41. Sydney Ferries Business Development Study

41.1 The parties agree to consult regarding recommendations made by Booz Allen in their Sydney Ferries Business Development study.

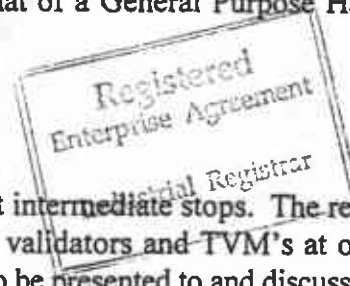
42. Negotiate next Enterprise Agreement

42.1 The parties agree to commence negotiating to next Enterprise Agreement on Thursday 1 May 2003.

43. Leave Reserved

43.1 Leave is reserved as follows:

- (a) If the review committee determine that Part Time Employment is relevant to the efficiency of Sydney Ferries business, State Transit will have the right to apply for a variation of this agreement to conform with this decision.
- (b) To apply for variation of this agreement should there be any decision or agreement regarding the wage for determining superannuation contributions.



John D. Smith

Signed for, and on behalf of the State Transit Authority of New South Wales

Robert Brown



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 9.9.7.**
5. **Four employees to complete trainee assessor courses.**
6. **Courses identified by both parties.**

