

REGISTER OF ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA05/309

TITLE: State Transit Authority of NSW Newcastle Ferry Operations, General Purpose Hand Enterprise Partnership Agreement 2005

I.R.C. NO: IRC5/4979

DATE APPROVED/COMMENCEMENT: 6 October 2005/1 January 2005

TERM: 12

NEW AGREEMENT OR VARIATION: Replaces EA02/08.

GAZETTAL REFERENCE: 16 December 2005

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COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to general purpose hand employees of Newcastle Ferries, located at that site, and is in lieu of all prior Agreements covering employees engaged under the Firemen, Deckhands and Urban Transit Authority of New South Wales Ferries (State) Award.

PARTIES: State Transit Authority of NSW -&- The Seamens' Union of Australia, New South Wales Branch

STATE TRANSIT AUTHORITY OF NEW SOUTH WALES FERRY OPERATIONS, GENERAL PURPOSE HAND ENTERPRISE PARTNERSHIP AGREEMENT 2005

1. Arrangement of Agreement

Clause No. Subject Matter

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SIGNATORIES

SCHEDULE A

ATTACHMENT 1

2. Parties Bound

This Agreement shall be known as the State Transit Authority of New South Wales Newcastle Ferry Operations, General Purpose Hand Enterprise Agreement and shall be binding on:

- (a) The State Transit Authority of New South Wales
- (b) General purpose hand employees of Newcastle Ferries, who are employed at that location, and the following organisation of employees:

Seaman's Union of Australia, NSW Branch

This agreement is in lieu of all prior Agreements covering employees engaged under the "Firemen, Deckhands and Urban Transit Authority of New South Wales" Ferries (State) award.

3. Objective of This Agreement

The objective of this Agreement is to put into place initiatives, which will enhance the quality of product and service to our customers and career path development.

This is to be achieved by common objectives which are beneficial to employees and State Transit, and which will lead to more flexible working arrangements, improve efficiency and productivity, enhances skills, job satisfaction, job security, financial reward and assists positively in providing a safe and customer oriented service.

Introduction of the Agreement will provide new work arrangement and quality approach to ferry services. Objectives, which are developed in compliance with the Corporate Plan and directed towards the Business aims of State Transit.

4. Customer Service

The Parties agree that State Transit Authority of New South Wales is in the passenger transport business. To satisfy customers, the Parties agree to achieve the following aims: The Parties agree that State Transit Authority of New South Wales is in the passenger transport business. To satisfy customers, the Parties agree to achieve the following aim

To deliver a service that reflects the needs of customers.

To operate with excellent safety standards for the benefit of passengers, staff, the general public and their property.

To provide services that meet high standards of cleanliness.

To provide customers with complete, easily understood and up-to-date service information.

To make services more accessible for all passengers.

The agreed personal presentation standards for employees will apply.

State Transit recognises that cleaning functions form an important component of work performed by employees covered by this agreement.

To ensure that the objective of high level hygiene is maintained there will be a monitor appointed within existing staffing levels. It will be the responsibility of the monitor to pro actively develop a cleaning regime with management and be responsible for its implementation and on-going adherence to agreed standards.

Wharf & Vessel Cleaning.

Newcastle Ferries management will have discussions with the local delegate and/or the cleaning monitor to establish work procedures for wharf and vessel cleaning. This will include but not be limited to:

- Vessel cleaning times
- Mess rooms
- Locker rooms both male and female.
- The deck of the fixed wharf
- Cleaning of all the balustrade and perimeter glass
- All seating.
- Hand Rails
- Changing garbage and recycling bins in co-ordination with current Foreshore Authority and Newcastle City Council.
- The ticket booth
- New wharf facility

5. Consultative Process

This will be achieved by the continued operation of regular communication processes involving the consultative committee comprising management of State Transit, union delegates, and employees.

This committee will meet each month to monitor and review developments and progress towards achieving the aims contained in this agreement. Additionally, the consultative committee will serve as an advisory body to facilitate the introduction of changes resulting from this agreement. This committee will not be involved in industrial matters.

State Transit will facilitate the process by providing timely and relevant information to ensure the committee is in a position to monitor progress in achieving the joint aims of the Agreement.

6. Roster and Roster Changes

Except in the case of emergency or emergencies, the employer shall prepare a roster showing the ordinary starting times and finishing times of employees and such roster shall be posted in time to give employees at least seven days notice of this rostered work.

(a) Shifts

Afternoon shift for all employees from Monday to Thursday will conclude at 12 midnight, Friday and Saturday afternoon shift will conclude at 1.00am and Sunday afternoon shift will conclude at 11.00pm. Collection for disposal of garbage will be carried out prior to commencement of service and after completion of service. Garbage will be disposed of in accordance with existing State Transit standards. The employer is not required to provide a suitable conveyance, or pay travelling time.

(b) A seven day roster will be implemented at the commencement of this agreement to include the changes outlined in Clause 6 (a).

7. Training

(a) Masters performing training

An initiative being progressed by the parties to this Agreement is the training of existing employees to Master V Certification. Such a program will assist State Transit in meeting its business needs and secondly will endeavour to provide employees with career advancement. Training involved will be performed both in-house and externally. In-house training to be done in conjunction with existing masters on Newcastle Ferry vessels thereby imparting the specific skills required of our business.

The training will be competency based, with the competency linked to the vessel category, statutory requirements and business and organisational needs of State Transit.

As part of this Agreement Masters will provide on the job training to employees seeking to obtain Master V qualifications.

Masters involved in the training must be appropriately qualified to conduct the required training of employees.

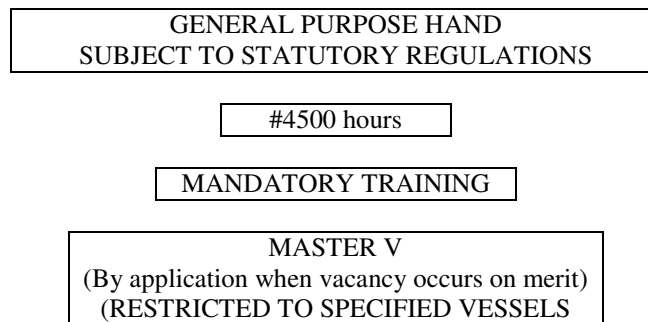
(b) Other training

Other training will be provided in accordance with State Transit and employee requirements, relevant to performing their duties and responsibilities, which will include customer service training.

8. Competency Based Training

For Newcastle Ferries to be efficient and effective in its operations it is essential that all employees are competent in performing their duties. They are to be fully aware of their tasks and the standard at which those tasks are to be performed. Competency based training will achieve these goals for existing and future employees.

The following process has been developed as a model for in service training to facilitate career paths:



Current regulations stipulate that the total training hours are 4500 made up of 1800 hours commercial vessel training & 2700 hours which may be performed on recreation vessels, all hours must be recorded in a record of service book.

In developing the appropriate training to meet competency requirements there are various elements, which have to be considered. These include:

Business and Operations Requirement

Process and Task Description

Standards

Training Concepts

Competency

Delivery of Training and Evaluation

Refreshers

The above requirements have been divided into two (2) groups - Operations and Business and expanded upon to prove competencies in the specified area, which will enable an employee to achieve Master V Certification within Newcastle Ferries operating environment. The Business and Operating Requirements represent the following:

Business

Understanding of business goals and their individual role
Commentary and public announcements

Operating

Assessed competency to operate the vessel category
People management skills
Customer Relations skills
STA Standing Orders and Regulations
OHS & R and Equity
Statutory, Legal obligations and regulations pertaining to role.

9. Introduction of New Technology

- (a) Where State Transit has made a definite decision to introduce new technology or make major changes associated with technology that is likely to have significant effects on employees, State Transit shall notify employees who may be affected by the proposed changes and the Seaman's Union of Australia, NSW Branch.
- (b) State Transit shall discuss with the employees affected and the Union the changes to be made and the effect the changes are likely to have on employees.

10. Disputes Settling Procedure

The following dispute settlement procedures will apply to all disputes arising between the State Transit Authority, Seaman's Union of Australia, NSW Branch and employees covered by this Agreement:

- (i) Where a dispute arises at the workplace the matter will be settled where possible between the employee/s concerned or their representatives and their immediate supervisor. Written advice as to the matter/s in dispute to be provided.
- (ii) Where the matter remains unresolved it shall be referred to the General Manager Newcastle Bus and Ferry Services, and representatives of the Employee Relations Manager, who will consult with officials of the Union/s involved.
- (iii) If the matter remains unresolved either party may refer the matter to the NSW Industrial Relations Commission for resolution
- (iv) It is agreed that no disruptions to work shall occur during the process of steps (i) to (iii) above, except where a genuine safety issue is involved.

11. Casual Employees

Casual employees shall be engaged on an hourly basis on the following terms:

- (i) Casual employees shall be paid at the rate of ordinary time plus 20% per hour for all time worked and one twelfth holiday loading.
- (ii) Where work is performed on a Saturday the employee shall receive the Saturday penalty as prescribed in sub-clause 14 (iii) in addition to the 20% nominated in sub-clause (I) above
- (iii) Where work is performed on a Sunday the employee shall receive the Sunday penalty as prescribed in sub-clause 14 (vi) in addition to the 20% nominated in sub-clause (I) above
- (iv) Where work is performed on a Public Holiday such time shall be at the rate of double time and a half in addition to the 20% nominated in sub-clause (I) above.

- (v) Where work is performed in excess of the ordinary hours as prescribed in sub-clause 13 (I) such work shall be paid at the rate of time and a half for the first two hours and double time thereafter.
- (vi) The minimum period of engagement shall be for three hours.
- (vii) Casual employees shall be paid an allowance of \$45 per day standby allowance if they are on standby and not utilised. Where an employee on standby makes him/herself unavailable or cannot be contacted the allowance will not be paid.

12. Engagement and Dismissal

- (i) All employment with the exceptions of casual employees, shall be by the week and such employment may be terminated by a week's notice given on any day by the employer or by the employee or by the payment or forfeiture of one week's wages in lieu of notice.
- (ii) This clause shall not affect the right of the employer to dismiss an employee, without any notice, for misconduct or refusal of duty.
- (iii) All matters relating to the discipline of employees shall be in accordance with the policy of State Transit.

13. Hours of Work

- (i) 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.
- (ii) A working day shall consist of not less than six consecutive hours and not more than eleven consecutive hours except by arrangement between the employer and the Union.
- (iii) An employee shall have a break of at least ten hours between shifts, unless otherwise agreed between State Transit and the Union.

14. Overtime, Saturdays, Sundays and Public Holidays

- (i) 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.
- (ii) 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.
- (iii) 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.
- (iv) For all time worked on a Saturday on which the employee has been rostered off, double time shall be paid.
- (v) For all time worked on any public holiday except Christmas day, the rate shall be double and one half ordinary rates. For all time worked on Christmas Day the rate shall be double time in addition to the ordinary rate.
- (vi) All time worked by an employee on a Sunday shall be paid for at double time rates in addition to their ordinary week's wages.

- (vii) 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 three hours work, at the appropriate rate for each time they are so recalled. Provided that when an employee is required to work outside their ordinary working hours or shift 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 three hours at such rates for such call out.
- (viii) An employee who has worked overtime shall not be required to commence a new shift until they have had a break of at least ten hours unless otherwise agreed between the Union and the employer.
- (ix) In the payment of overtime, calculations shall be made to the next half of an hour excepting overtime incorporated in fixed rosters
- (x) All employees required to work overtime one hour and one half before their normal starting time and after their normal ceasing time shall be supplied with a suitable meal or shall be paid the sum of \$7.20 for the first meal, \$7.20 for the second meal and \$7.20 for each subsequent meal after each further four hours of overtime.

(Attachment "A" Table "2")

15. Cruising Outside Harbour Limits

(I) Outside Cruise Rates:

- (i) 01 January 2005

Monitor	\$416.31 per day	(Attachment "A" Table "2")
G.P.H	\$410.80 per day	(Attachment "A" Table "2")

- (ii) Employees shall be paid a meal allowance of \$15.00 per day (Attachment "A" Table "2")
- (iii) All deck crews shall be paid an allowance of \$37.00 per trip clean up money.

(Attachment "A" Table "2")

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.

16. Night and Shift Rates

- (i) Employees engaged on day shift shall be paid a shift allowance of 10 per cent more than their ordinary rate of pay. Also 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.
- (ii) "Day Shift" means any shift commencing before 6.30am.
- (iii) "Afternoon Shift" means any shift finishing after 6.00pm and at or before midnight. On Saturday and Sunday afternoon shift means any shift finishing after 6.00pm and at or before 1.00am.
- (iv) "Night Shift" means any shift finishing after midnight and at or before 8.00am.
- (v) 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 3/4 per cent of their total daily rate in addition to their ordinary daily rate of pay.

- (vi) 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.

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

17. Leisure Leave

Leisure leave is to be cleared by a rostering arrangement.

18. Public Holidays and Annual Leave

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 for the State.

Annual Leave shall accrue in accordance with entitlements under the *Transport Administration Act 1988*.

19. Bereavement Leave

The policy of State Transit shall apply to Bereavement Leave.

20. Sick Leave Provision

An employee on weekly hire shall be entitled to the sick leave granted by administrative action to wages employees of the State Transit Authority of New South Wales. The entitlement shall not be less than one week on full pay for each year of service.

21. Standby on Public Holidays

Employees called on to attend and who do attend for duty on a public holidays specified in clause 18, Public Holidays, of this agreement, and such ferry or ferries do not go into commission, shall be paid a minimum of 3 hours pay at holiday rates.

22. Safety

The Parties agree to the following:

Implement the Shore Based and Floating Emergency Response plans.

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

Continued participation in the OHS&R Committee.

Implementation of regular safety audits with published results.

To maintain the highest standards of safety.

23. Payment of Wages

- (i) Wages, overtime, penalty rates and Sunday rates shall be paid fortnightly. Provided that if any employee fails to work on any day or part of a day when work has been provided for them, the employer shall be entitled to make a proportionate deduction from such employee's fortnightly wage.
- (ii) All payments will be by way of electronic funds transfer into an Employees nominated account.

24. Taxis and Travelling

- (i) Taxis may only be used to travel from home to work/work to home at the discretion of the management. Use of taxis for travel to and from work will cease, as per agreement between the parties, and as described in previous correspondence to staff, outlining the specific conditions.
- (ii) Employees will not be paid travelling time for trips between home and work/work and home.

25. General Purpose Allowance

Employees shall be paid a \$10.00 allowance (Attachment "A" Table "2") per shift in recognition of the following:

- a. Responsibility of cash fares collected on the vessels.
- b. Travel from work to home between midnight and 5.00am
- c. Commitment to clause (4) Customer Service

This allowance stands alone and does not form part of the base rate.

26. Uniform Issue

- 26.1 Uniform issue will be on a point basis.
- 26.2 Employees will be allocated 40 points per annum with two issues each year.
- 26.3 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

Protective Clothing

State Transit will issue the following to permanent employees and Temporary employees employed for more than 8 continuous weeks):

26.4.2 Hat for Sun Protection	1	48 months
3/4 Length Wet Weather coat	1	36 months
Wet Weather Trousers	1	36 months
Dairy boots	1	36 months
UV Lotion		as required

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

Newcastle 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.

27. Amenities and Crib Breaks

- (i) All employees shall be given a crib break of twenty minutes for the purpose of having a meal, not more than 5 hours after commencement of their shift.
- (ii) Providing adequate facilities are contained on each of the vessels, employees may take a crib on-board.

28. Long Service Leave

An employee covered under this agreement shall be entitled to Long Service Leave in accordance with the *Transport Administration Act 1988*.

29. First Aid Procedures

Incorporated into the rates contained at Attachment "A" Table "2" shall be a component recognising that all employees shall be qualified to render first aid as required. The employee will only qualify for the allowance on being the holder of appropriate first aid qualifications.

30. Recruitment of Employees

The State Transit Authority of New South Wales shall at its absolute discretion recruit persons for employment in accordance with the terms and conditions of this agreement. This will be achieved by advertising both internally and externally for applicants for employment subject to the following conditions:-

- (i) Union Coverage

State Transit acknowledges the right of the Union to coverage of employees paid in accordance with this agreement.

- (ii) Employment of Casual Employees

It is accepted that State Transit from time to time requires the use of casual employees. As part of this process it would be a requirement that all casual employees to be engaged in the future would 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 a current register shall be maintained by State Transit. These employees would be required to rotate on an "as required" basis to ensure on the job training and skill level is maintained. This register would be subject to ongoing review to ensure demand for suitable casual employees can be met.

- (iii) Selection Process

The procedure for hiring persons for future employment, both permanent and casual, will be by way of appropriate selection process and panel as determined by the State Transit merit selection policy. The panel will consist of a number of representatives nominated by management together with one current employee of State Transit from the area of employment where the vacancy exists. 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.

(iv) 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 both internally and/or externally and will provide the Union with the internal advertisement for information purposes.

31. Temporary Employees

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.

32. Staffing of Vessels

The parties commit themselves to objective vessel staffing. If agreement cannot be reached on this issue then either party reserves the right to progress staffing arrangements in accordance with existing legislation.

33. No Extra Claims

During the course of this agreement, there will be no extra claims over and above those provided for in this agreement.

34. Quality Improvement Program and Flexibility in Work Arrangements

The parties to this agreement commit themselves to introducing the principles of best industry practice into the State Transit Ferry Operations area. Where existing practices and procedures are identified as requiring refinement, new work practices will be expeditiously introduced through the agreed consultative procedures.

The parties commit themselves to the attainment and continuation of quality performance, quality of service and quality of product. The concept of quality and best Industry Practice approach will include but not be limited to;

1. Job descriptions, which provide flexibility.
2. Development of new performance standards/performance indicators and benchmarks.
3. Customer driven service culture
4. Attainment of Best Practices standards through continuous improvement.
5. Team building and team work approach to the working environment.
6. Employee involvement in decision making.
7. Effective communication
8. Commercial approach to all activities and a focus on the need to compete in order to survive.

The introduction of this process will enable all employees to participate in the benefits of this approach.

35. Expansion of Duties

As part of this agreement, all employees agree to perform a wider range of duties. These duties include but are not limited to;

35.1 Cleaning of wharves

35.2 Minor repair work including;

- Minor Wharf Repairs
- Reporting Equipment and Failures
- Clearing Jammed Machinery
- Changing of Lights
- Minor Painting of:

Wharves
Vessels

As part of this process a review mechanism will be established to ensure that the standards are maintained. If it is determined that the designated standards are not being adhered to, then State Transit has the right to introduce alternative arrangements. If current arrangements are continued then the review process will be ongoing with State Transit and the Union reviewing standards at three monthly intervals.

36. Anti - Discrimination

- (i) It is the intention of the parties bound by this agreement to seek to achieve the object in section 3(f) of the *Industrial Relations Act* 1996 to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, trans gender identity and age.
- (ii) It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this agreement the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this agreement are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the agreement, which, by its terms or operation, has a direct or indirect discriminatory effect.
- (iii) Under the *Anti-Discrimination Act* 1977, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- (iv) Nothing in this clause is to be taken to affect:
 - (a) any conduct or act which is specifically exempted from anti-discrimination legislation;
 - (b) offering or providing junior rates of pay to persons under 21 years of age;
 - (c) any act or practice of a body established to propagate religion, which is exempted under section 56(d) of the *Anti-Discrimination Act* 1977; or
 - (d) a party to this agreement from pursuing matters of unlawful discrimination in any State or federal jurisdiction.
- (v) This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.

37. Newcastle Ferries Business Systems

As part of the State transit Authority, Newcastle bus and ferry services corporate responsibility's to comply with state and federal legislative acts.

It is recognised by the parties that the implementation and maintenance of operational systems in the business unit is crucial to comply with State and federal legislation Acts.

The parties are committed to developing, implementing and maintaining the following systems.

- a. The Maritime Authority of NSW Safety management system (SMS).
- b. The Newcastle ferry service, ferry operations instruction manuals.
- c. The Newcastle ferry service, vessel operations manuals.

38. Wage Increase

Schedule 'A' details the weekly rates to be paid to General Purpose Hands which are from 1 January, 2005. This structure replaces the previous one.

39. Negotiate Next Enterprise Partnership Agreement

The parties agree to commence negotiating the next Enterprise Partnership Agreement November 2005.

40. Term of Agreement

This agreement shall operate from 1 January 2005 to 31 December 2005

SIGNATORIES

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

Witness

Signed for and on behalf of the Seaman's Union of
Australia (New South Wales)

Witness

SCHEDULE A

Table 1: Enterprise Partnership Agreement Wage Increases

Effective Date		
01.01.2005		\$732.68 per week

Table 2: Allowances

Clause	Description	Allowance
14 (x)	Overtime Meal Allowance	\$7.20
15 (I)	Outside Cruise Rates (Monitor)	\$416.31
15 (I)	Outside Cruise Rates (GPH)	\$410.80
15 (ii)	Outside Cruise Meal Allowance	\$15.00
15 (iii)	Outside Cruise Clean up Allowance	\$37.00
25	General Purpose Allowance	\$10.00 per shift
11 (vii)	Casual Standby Allowance	\$45.00 per day
29	First Aid Allowance	\$7.00 per week

ATTACHMENT 1

Salary Sacrifice for Superannuation

- (I) Notwithstanding the wage rates prescribed by Attachment A, Table 1 of this Agreement, an employee may elect to sacrifice a portion of the wage payable under Attachment A, Table 1 of this Agreement, 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 wage payable under Attachment A, Table 1 or fifty (50) percent of the currently applicable "superannuable salary", whichever is the lesser. In this Attachment, "superannuable salary" means the employee's salary as required to be notified to the New South Wales public sector superannuation trustee corporations.

- (II) Where the employee has elected to sacrifice a portion of that payable salary to additional employer superannuation contributions:
 - (a) subject to Australian Taxation law, the sacrificed portion of salary will reduce the salary subject to appropriate PAYE taxation deductions by the amount of that sacrificed portion; and
 - (b) 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 other applicable Certified Agreement, Act or statute which is expressed to be determined by reference to an employee's salary, shall be calculated by reference to the salary which would have applied to the employee under Attachment A, Table 1 of this Agreement in the absence of any salary sacrifice to superannuation made under this Agreement.
- (III) The employee may elect to have the portion of payable salary, which is sacrificed to additional employer superannuation contributions:
 - (a) paid into the superannuation scheme established under the First State Superannuation Act 1992 as optional employer contributions; or
 - (b) subject to the agreement of the State Transit Authority and any relevant policy of the State Transit Authority, which may operate from time to time, paid into a private sector complying superannuation scheme as employer superannuation contributions.
- (IV) Where an employee elects to salary sacrifice in terms of Clause III above, the State Transit Authority will pay the sacrificed amount into the relevant superannuation fund.
- (V) Where the employee is a member of a superannuation scheme established under:
 - (a) the *Superannuation Act 1916*;
 - (b) the *State Authorities Superannuation Act 1987*;
 - (c) the *State Authorities Non-contributory Superannuation Act 1987*; or
 - (d) the *First State Superannuation Act 1992*

the State Transit Authority must ensure that the amount of any additional employer superannuation contributions specified in subclause (I) above is included in the employee's superannuable salary, which is notified to the New South Wales public sector superannuation trustee corporations.

- (VI) Where, prior to electing to sacrifice a portion of his/her salary to superannuation, an employee had entered into an agreement with the State Transit Authority to have superannuation contributions made to a superannuation fund other than a fund established under legislation listed in sub-clause (IV) above, the State Transit Authority will continue to base contributions to that fund on the salary payable under Attachment A to the same extent as applied before the employee sacrificed a portion of that salary to superannuation. This clause applies even though the superannuation contributions made by the State Transit Authority may be in excess of superannuation guarantee requirements after the salary sacrifice is implemented.