

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA12/9

TITLE: State Transit Authority Division of the Government Service Newcastle Ferry Operations, General Purpose Hand Enterprise Agreement 2012

I.R.C. NO: IRC12/837

DATE APPROVED/COMMENCEMENT: 3 August 2012 / 3 August 2012

TERM: 28

NEW AGREEMENT OR VARIATION: Replaces EA10/21.

GAZETTAL REFERENCE: 31 August 2012

DATE TERMINATED:

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COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to employees whose classification is listed in Part B Table 1, employed by State Transit Authority Division of the Government Service, located at Level 1, 219-241 Cleveland St. Strawberry Hills NSW, who fall within the coverage of the State Transit Authority of NSW Ferries (State) Award.

PARTIES: State Transit Authority -&- the Australian Maritime Officers' Union of New South Wales

**STATE TRANSIT AUTHORITY DIVISION OF THE GOVERNMENT SERVICE
NEWCASTLE FERRY OPERATIONS, GENERAL PURPOSE HAND
ENTERPRISE AGREEMENT 2012**

PART A

SECTION 1 - APPLICATION AND OPERATION OF AGREEMENT

1. Title

This Agreement shall be known as the "*State Transit Authority Division of the Government Service Newcastle Ferry Operations, General Purpose Hand Enterprise (State) Agreement 2012*" ("the Agreement")

2. Arrangement

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SIGNATORIES

SECTION 1 – APPLICATION AND OPERATION OF AGREEMENT

3 Definitions

"Afternoon Shift" means any shift finishing after 6 pm and at or before midnight. On Saturday and Sunday, afternoon shift means any shift finishing after 6.00 pm and at or before 1.00 am.

"Day Shift" means any shift commencing before 6.30 am.

"Employer" means the State Transit Division of the Government Service.

"State Transit" or "State Transit Authority" means State Transit Authority of New South Wales.

"Employee" means any person who is employed by State Transit Division of the Government Service upon any work prescribed by this Agreement.

"General Purpose Hand" shall mean any person other than a master, coxswain and engineer, assisting on or about a ferry howsoever engaged.

"Hour" means one thirty-eighth of a working week.

"Night Shift" means any shift finishing subsequent to midnight and at or before 8 am.

"Union" means the Seamen's' Union of Australia, New South Wales Branch

"Weekly employee" means an employee engaged by the week.

4 Objective of the Agreement

4.1 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.

4.2 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.

4.3 Objectives are developed in compliance with the corporate plan and directed towards the business aims of State Transit.

5 No Extra Claims

- 5.1 The parties agree that, during the term of this Award, there will be no extra wage claims, claims for improved conditions of employment or demands made with respect to the employees covered by the Agreement and, further, that no proceedings, claims or demands concerning wages or conditions of employment with respect to those employees will be instituted before the Industrial Relations Commission or any other industrial tribunal.
- 5.2 The terms of the preceding paragraph do not prevent the parties from taking any proceedings with respect to the interpretation, application or enforcement of existing Agreement provisions.
- 5.3 Variations made with the agreement of the parties as provided for in clause 6 (1) (d) of the Industrial Relations (Public Sector Conditions of Employment) Regulation 2011 are not prohibited by this clause.

6 Anti – Discrimination

- 6.1 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.
- 6.2 It follows that in fulfilling their obligations under the dispute settlement 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.
- 6.3 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.
- 6.4 Nothing in this clause is to be taken to affect:
- (i) any conduct or act which is specifically exempted from anti-discrimination legislation;
 - (ii) offering or providing junior rates of pay to persons under 21 years of age;
 - (iii) any act or practice of a body established to propagate religion, which is exempted under Section 56(d) of the Anti-Discrimination Act 1977; or
 - (iv) a party to this Agreement from pursuing matters of unlawful discrimination in any State or Federal jurisdiction. 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.

SECTION 2 – EMPLOYMENT RELATIONSHIP

7 Area, Incidence and Duration

- 7.1 This Agreement shall be binding on the State Transit Division of the Government Service, Seamen's Union of Australia, New South Wales Branch, and all employees whose classification is listed in Part B Table 1 of this Agreement and replaces in their entirety, all previous Agreements previously binding on the parties.
- 7.2 This Agreement replaces the State Transit Authority of NSW Ferry Operations, General Purpose Hand Enterprise Agreement 2009.
- 7.3 This Agreement is to be read in conjunction with the State Transit Authority of New South Wales Ferries (State) Award. Where there is a conflict between the Award and this Agreement, this Agreement will prevail.
- 7.4 This Agreement shall commence on a 1 January 2012 and shall expire on 31 December 2014.

8 Consultative Process

This will be achieved by the continued operation of communication processes involving consultation by management of State Transit with employees, and unions.

9 Casual Employees

- 9.1 Casual employees shall be engaged on an hourly basis.
- 9.2 Casual employees shall be paid at the rate of ordinary time plus 20% per hour for all time worked and one twelfth holiday loading.
- 9.3 Where work is performed on a Saturday the employee shall receive the Saturday penalty as prescribed in sub-clause 22.5 in addition to the 20% nominated in sub-clause 9.2.
- 9.4 Where work is performed on a Sunday the employee shall receive the Sunday penalty as prescribed in sub-clause 22.7 in addition to the 20% nominated in sub-clause 9.2.
- 9.5 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 9.2.

- 9.6 Where work is performed in excess of the ordinary hours as prescribed in sub-clause 21.1 such work shall be paid at the rate of time and a half for the first two hours and double time thereafter.
- 9.7 The minimum period of engagement shall be for three hours.
- 9.8 Casual employees shall be paid an On Call Allowance, as prescribed in Part B Table 2 of this Agreement, if they are on call and not utilised. Where an employee on call makes themselves unavailable or cannot be contacted the allowance will not be paid.

10 Engagement and Dismissal

- 10.1 All employment with, the exception 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.
- 10.2 This clause shall not affect the right of the employer to dismiss an employee, without any notice, for misconduct or refusal of duty. All matters relating to the discipline of employees shall be in accordance with the policy of State Transit.

11 Recruitment of Employees

- 11.1 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.

11.2 *Employment of Casual Employees*

- 11.2.1 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.

11.2.2 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.

11.3 ***Selection Process***

11.3.1 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.

11.3.2 The selection 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.

11.3.3 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 representatives selected.

11.4 ***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.

12 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.

13 Staffing of Vessels

The parties commit themselves to operational vessel staffing. If agreement cannot be reached on this issue then either party reserves the right to progress staffing arrangements in accordance with the dispute settlement procedures of this Agreement.

14 Quality Improvement Program and Flexibility in Work Arrangements

- 14.1 The parties to this Agreement commit themselves to 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.
- 14.2 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;
- Job descriptions, which provide flexibility.
 - Development of new performance standards/performance indicators and benchmarks.
 - Customer driven service culture
 - Attainment of best practices standards through continuous improvement.
 - Team building and team work approach to the working environment.
 - Employee involvement in decision making.
 - Effective communication
 - Commercial approach to all activities and a focus on the need to compete in order to survive.

This process enables all employees to participate in the benefits of this approach.

15 Expansion of Duties

- 15.1 As part of this Agreement, all employees agree to perform a wider range of duties. These duties include but are not limited to;
- minor gangway repairs
 - cleaning of wharves
 - minor repair work including, minor wharf repairs, reporting equipment and failures, clearing jammed machinery, changing of lights and minor painting of wharves and vessels
- 15.2 Reviews will be held as part of this process to ensure 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.

SECTION 3 – WAGES AND RELATED MATTERS

16 Wage Rates

- 16.1 The minimum adult weekly rates of pay are set out in Part B Table 1 of this Agreement.
- 16.2 The minimum rates of pay for General Purpose Hands shall be calculated as the following percentages of the minimum weekly rate of pay for an adult General Purpose Hand. Such rate shall be calculated to the nearest 10 cents, any broken part of ten cents less than five cents to be disregarded :-
- At 16 years and under 17 years of age - 50 percent of adult rate
At 17 years and under 18 years of age - 60 percent of adult rate
- 16.3 General Purpose Hands at 18 years of age shall be entitled to the full adult rate of pay.
- 16.4 Wages rates for classifications covered by this Agreement are listed in Part B, Table 1. The rates incorporate the following wages increases :-
- 2.5% from 1 January 2012
 - 2.5% from 1 January 2013
 - 2.5% from 1 January 2014

17 Rates for Work Outside Harbour Limits

17.1 *Free Running Voyages*

- 17.1.1 Free running voyages shall include trial voyages within five kilometres of Port Hunter.
- 17.1.2 For each day, including Saturdays, Sundays and Public Holidays on which an employee is engaged on work covered by this clause shall be entitled to the daily rate set out in Part B Table 1.
- 17.1.3 Juniors shall be paid at the following percentages:
At 16 and under 17 years of age - 50 percent of adult rate
At 17 and under 18 years of age - 60 percent of adult rate
- 17.1.4 Where meals are not provided by the employer, an allowance as set out in Part B Table 2 will be paid to the employee.

17.2 *Cruising Outside Harbour Limits*

- 17.2.1 This clause shall apply to employees on ferries when the ferry proceeds to sea on a cruising voyage outside the Newcastle Harbour limits.

- 17.2.2 Employees shall be paid a daily rate as set out in Part B Table 1 when engaged in cruising.
- 17.2.3 The cruising rate shall be payable from the time the ferry leaves the wharf to proceed to sea on the cruising voyage until it ties up at the wharf at the termination of the voyage.
- 17.2.4 For all hours worked outside the cruising voyage, rates prescribed in Clause 22, Overtime, Saturdays and Sundays, of this Agreement, shall apply.
- 17.2.5 Employees shall be provided free of cost with a suitable meal of the standard supplied to passengers. Where meals are not provide by the Employer, a daily allowance as set out in Part B Table 2, shall be paid to each employee.
- 17.2.6 In addition to WorkCover coverage, a personal insurance policy for \$50,000.00 shall be provided for each employee engaged in outside voyages.
- 17.2.7 Employees shall be paid a clean up allowance for each trip, as set out in Part B Table 2 - Other Rates and Allowances.

18. Extra Duties and Special Work

- 18.1 In cases of emergency employees shall at all times do whatever may be required of them to secure the safety of passengers and vessels.
- 18.2 The employer may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training consistent with the classification structure of this Agreement.
- 18.3 Where an employee is called upon to do any work for a period exceeding one hour of a classification for which a higher rate of wages is herein prescribed, such employee shall, during the time the employee is so employed, be paid at the higher rate, with a minimum payment for four hours in any one day. Overtime in such cases shall be computed on the higher rate.
- 18.4 Special work: - when an employee is required to do any work on repairs or maintenance of the ferry or ferries outside their ordinary rostered hours such work shall be deemed to be special work and the employee shall be paid at overtime rates, on the basis of the work performed, for the period during which they are employed.

19 Night and Shift Rates

- 19.1 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.
- 19.2 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.
- 19.3 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 parties to this Agreement.

20 Payment of Wages

- 20.1 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.
- 20.2 All payments will be by way of electronic funds transfer into an employee's nominated account.

SECTION 4- HOURS OF WORK, BREAKS, OVERTIME AND SHIFTWORK

21 Hours of Work

- 21.1 The ordinary hours of work 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.
- 21.2 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.
- 21.3 An employee shall have a break of at least ten hours between shifts, other than in cases of unavoidable necessity.
- 21.4 Time worked on a Sunday shall not count as ordinary time.
- 21.5 Excess ordinary time worked in a work cycle shall be accrued leisure time, which will be cleared by a rostering arrangement.
- 21.6 Any ferry working more than eleven hours on a Sunday or any of the public holidays, specified in this Agreement, shall work the period in two shifts except by agreement between the Employer and the Union.
- 21.7 Employees working at depots on shore work shall work forty hours per week, in five days, Monday to Friday inclusive, between the hours of 7.30am and 4 pm.

22 Overtime, Saturdays, Sundays and Public Holidays

- 22.1 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.
- 22.2 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.
- 22.3 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.
- 22.4 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.
- 22.5 For all time worked on a Saturday on which the employee has been rostered off, double time shall be paid.

- 22.6 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.
- 22.7 All time worked by an employee on a Sunday shall be paid for at double time rates.
- 22.8 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 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 move 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.
- 22.9 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 other than in cases of unavoidable necessity.
- 22.10 In the payment of overtime, calculations shall be made to the next half of an hour excepting overtime incorporated in fixed rosters.
- 22.11 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.

23 Crib Breaks

- 23.1 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.
- 23.2 Providing adequate facilities are contained on each of the vessels, employees may take a crib on-board. The present arrangement with cookers and utensils will continue.

SECTION 5 – ALLOWANCES

24 Meal Allowances

- 24.1 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 a Meal Allowance as prescribed in Part B Table 2, of this Agreement.
- 24.2 Employees shall be paid a subsequent Meal Allowance after each further four hours of overtime.

25 Travelling Allowances

- 25.1 Employees required to start or finish at a place other than their normal starting or finishing place shall be paid half an hour at ordinary rates of pay. All fares reasonably incurred in such travelling time shall be paid for by the Employer.
- 25.2 When an employee is required to take up duty within ten hours of the ordinary ceasing time of their previous shift or by reason of their shift and normal transport facilities not being available, is required to sleep on board, the Employer shall provide reasonable sleeping accommodation including bed, bunk or hammock, mattress, pillows and blankets, lockers and sleeping facilities.

26 Taxis and Travelling

- 26.1 Payment by the employer for use of taxis for travel between Queens Wharf and where the vessel is berthed, or in the case of an extreme emergency, will be approved at the discretion of management.
- 26.2 Employees will not be paid travelling time for trips between home and work/work and home.

27 General Purpose Allowance

- 27.1 Employees shall be paid a General Purpose Allowance per shift, as prescribed in Part B Table 2 of this Agreement, 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 44 - Customer Service

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

SECTION 6 – ROSTERS AND RELATED MATTERS

28 Equalisation of Weekend Work

- 28.1 All employees required to work on a Sunday shall do so by regular rotation, so that time off shall, as far as possible, be distributed equally.
- 28.2 All employees shall work an equal amount of overtime as far as it is possible to arrange.

29 Rosters

- 29.1 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.
- 29.2 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.
- 29.3 A seven day roster is in operation that includes the shift details outlined in clause 29.2.

SECTION 7 – Leave and Public Holidays

30 Annual Leave

- 30.1 Employees shall be entitled to a total of 4 weeks annual leave, free of duty, in each calendar year or to proportionate leave for any continuous service of less than a year.
- 30.2 Employees working shift work in accordance with this Agreement shall be entitled to a total of five weeks annual leave.
- 30.3 All leave will be cleared through a rostered leave arrangement.

31 Long Service Leave

An employee covered under this Agreement shall be entitled to long service leave in accordance with the Transport Administration Act.

32 Leisure Leave

Leisure leave is to be cleared by a rostering arrangement.

33 Public Holidays

- 33.1 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 for the State.
- 33.2 Employees called on to attend and who do attend for duty on a Public Holiday and such ferry or ferries do not go into commission, shall be paid a minimum of 3 hours pay at holiday rates.

34 Sick Leave Provision

- 34.1 An employee on weekly hire shall be entitled to the sick leave granted by administrative action to wages employees of the State Transit Authority. The entitlement shall not be less than one week on full pay for each year of service, except for those employees nominated in sub clause 34.2.

- 34.2 Employees who commenced on or after 1 January 2006 shall be entitled to the following sick leave:
- (a) eight working days per year for up to five years' service
 - (b) ten working days per year from five years to seven years' service; and
 - (c) fifteen working days per year for over seven years service. For the purpose of the above a year is the period of twelve months from 1 January to 31 December in any calendar year

35 Personal / Carer's Leave

35.1 Use of Sick Leave

- 35.1.1 An employee, other than a Casual Employee, with responsibilities in relation to a class of person set out in subclause 35.1.3(b), 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, provided for in clause 34, Sick Leave, for absences to provide care and support for such persons when they are ill. Such leave may be taken for part of a single day.
- 35.1.2 The employee shall, if required, establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person. In normal circumstances, an employee must not take carer's leave under this subclause where another person has taken leave to care for the same person.
- 35.1.3 The entitlement to use sick leave in accordance with this subclause is subject to:
- (a) the employee being responsible for the care of the person concerned; and
 - (b) the person concerned being:
 - (i) a spouse of the employee; or
 - (ii) 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
 - (iii) a child or an adult child (including an adopted child, a step child, a foster child or an ex nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee; or
 - (iv) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or

- (v) a relative of the employee who is a member of the same household, where for the purposes of this subparagraph:
 - (1) "relative" means a person related by blood, marriage or affinity;
 - (2) "affinity" means a relationship that one spouse because of marriage has to blood relatives of the other; and
 - (3) "household" means a family group living in the same domestic dwelling.

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

35.2 ***Unpaid Leave for Family Purpose***

35.2.1 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 set out in sub clause 35.1.3(b) who is ill.

35.3 ***Annual Leave for Family Purposes***

35.3.1 An employee may elect with the consent of the Employer, subject to the *Annual Holidays Act 1944*, to take annual leave not exceeding ten days in single day periods or part thereof, in any calendar year at a time or times agreed by the parties.

35.3.2 Access to annual leave, as prescribed in sub clause 35.3.1, shall be exclusive of any shutdown period provided for elsewhere under this Agreement.

35.3.4 An employee and Employer may agree to defer payment of the annual leave loading in respect of single day absences, until at least five consecutive annual leave days are taken.

35.3.5 An employee may elect, with the employers agreement, to take annual leave at any time within a period of 24 months from the date at which it falls due.

35.4 ***Time Off in Lieu of Payment for Overtime***

35.4.1 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 12 months of the said election.

35.4.2 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.

35.4.3 If, having elected to take time as leave in accordance with sub clause 35.4.1, the leave is not taken for whatever reason payment for time accrued at overtime rates shall be made at the expiry of the 12 month period or on termination.

35.4.4 Where no election is made in accordance with the sub clause 35.4.1, the employee shall be paid overtime rates in accordance with this Agreement.

35.5 ***Make-up Time***

35.5.1 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 this Agreement, at the ordinary rate of pay.

35.5.2 An employee on shift work may elect, with the consent of the Employer, to work "make-up time" (under which the employee takes time off ordinary hours and works those hours at a later time), at the shift work rate which would have been applicable to the hours taken off.

35.6 ***Rostered Days Off***

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

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

35.6.3 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 the Employer.

35.6.4 This subclause is subject to the Employer informing the Union of its intention to introduce an enterprise system of RDO flexibility, and providing a reasonable opportunity for the Union to participate in negotiations.

35.7 ***Personal Carers Entitlement for Casual Employees***

35.7.1 Subject to the evidentiary and notice requirements in sub clauses 35.1.2 and 35.1.4 casual employees are entitled to not be available to attend work, or to leave work if they need to care for a person prescribed for the purposes in sub clause 35.1.3 of this clause who are sick and require care and support, or who require care due to an unexpected emergence, or the birth of a child.

- 35.7.2 The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence management agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
- 35.7.3 An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided in this clause. The rights of an employer to engage or not to engage a casual employee are otherwise not affected.

36 Parental Leave

- 36.1 The following provisions shall apply in addition to those set out in the Part 4 of the *Industrial Relations Act 1996* (NSW).
- 36.2 An employer must not fail to re-engage a regular casual employee (see section 53(2) of the Act) because:
- (a) the employee or the employee's spouse is pregnant; or
 - (b) the employee is or has been immediately absent on parental leave.
- 36.3 The rights of an employer in relation to engagement and re-engagement of casual employees are not affected, other than in accordance with this clause.

36.4 Right to request

- 36.4.1 An employee entitled to parental leave may request the employer to allow the employee:
- (i) to extend the period of simultaneous unpaid parental leave use up to a maximum of eight weeks;
 - (ii) to extend the period of unpaid parental leave for a further continuous period of leave not exceeding 12 months;
 - (iii) to return from a period of parental leave on a part-time basis until the child reaches school age;
- to assist the employee in reconciling work and parental responsibilities.
- 36.4.2 The employer shall consider the request having regard to the employee's circumstances and, provided the request is genuinely based on the employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the employer's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.
- 36.4.3 The employee's request and the employer's decision made under sub clause 36.4.1 must be recorded in writing.

36.4.4 Where an employee wishes to make a request under sub clause 36.4.1, such a request must be made as soon as possible but no less than seven weeks prior to the date upon which the employee is due to return to work from parental leave.

36.5 *Communication During Parental Leave*

36.5.1 Where an employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, the employer shall take reasonable steps to:

- (i) Make information available in relation to any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave; and
- (ii) Provide an opportunity for the employee to discuss any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave.

36.5.2 The employee shall take reasonable steps to inform the employer about any significant matter that will affect the employee's decision regarding the duration of parental leave to be taken, whether the employee intends to return to work and whether the employee intends to request to return to work on a part-time basis.

36.5.3 The employee shall also notify the employer of changes of address or other contact details which might affect the employer's capacity to comply with sub clause 36.4.1

37 Bereavement Leave

37.1 State Transit Bereavement Leave Procedures will apply.

37.2 Any changes to the Procedures that alter the employees access to, or entitlement to Bereavement Leave will need the consent of the parties.

SECTION 8 – OCCUPATIONAL HEALTH AND SAFETY AND TRAINING

38 Training

38.1 *Masters Performing Training*

- 38.1.1 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 Ferries vessels thereby imparting the specific skills required of our business.
- 38.1.2 The training will be competency based, with the competency linked to the vessel category, statutory requirements and business and organisational needs of State Transit.
- 38.1.3 As part of this Agreement, Masters will provide on the job training to employees seeking to obtain Master V qualifications.
- 38.1.4 Masters involved in the training must be appropriately qualified to conduct the required training of employees.

38.2 *Other Training*

- 38.2.1 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.

39 Competency Based Training

- 39.1 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.
- 39.2 The following process has been developed as a model for in service training to facilitate career paths:

General Purpose Hand
Subject to statutory regulations

#4500 hours

Mandatory training

Master 5 (by application when vacancy occurs on merit) restricted to specified vessels

- # 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.
- 39.3 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
- 39.4 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.

40 Safety

- 40.1 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.

41 First Aid Procedures

Incorporated into the rates contained at Part B, Table 2 of this Agreement shall be a component recognising that all employees shall hold a current First Aid Certificate and will be qualified to render first aid as required.

SECTION 9 – GENERAL

42 Uniforms and Protective Clothing

42.1 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 for each garment :

GARMENT	POINTS
Trousers/Slacks	4
Shirts/Blouses	4
Shorts/Culottes	3
Skirt	3
Dress	4
Belt	1
Scarf	1
Sloppy Joe	3
Castro Jacket	4
Half Length Coat	4
Socks	1
Cap	1
Beanie	1
Shoes	1

42.2 Protective clothing will be issued on the following basis to permanent employees and temporary employees employed for more than 8 continuous weeks:

ITEM	POINTS	PERIOD
Hat for Sun Protection	1	48 Months
¾ Length Wet Weather Coat	1	36 Months
Wet Weather Trousers	1	36 Months
Dairy Boots	1	36 Months
UV Lotion		As Required

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

- 42.4 Employees will be supplied with 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 employer will, upon production of a receipt, reimburse that employee up to the amount of \$50.00.
- 42.5 Suitable gloves are to be provided only when an employee is engaged on unusually rough or dirty work.

43 Deduction of Union Membership Fees

- 43.1 The employer shall deduct Union membership fees from the pay of any employee who is a member of the Union in accordance with the Union's rules, provided that the employee has authorised the employer to make such deductions. Any such authorisation shall be in writing. Where the employee passes any such written authorisation to the Union, the Union shall not pass the written authorisation on to the employer without first obtaining the employee's consent to do so. Such consent may form part of the written authorisation.
- 43.2 Monies so deducted from employees' pay will be forwarded to the Union forthwith together with all necessary information to enable the reconciliation and crediting of subscriptions to employees' membership accounts.
- 43.3 Where an employee has already authorised the deduction of Union membership fees from their pay prior to this clause taking effect, nothing in this clause shall be read as requiring the employee to make a fresh authorisation in order for such deductions to commence or to continue.
- 43.4 The Union shall advise the employer of any change to the amount of membership fees made under its rules. The Union shall give the employer a minimum of one month's notice of any such change.
- 43.5 An employee may at any time revoke in writing an authorisation to the employer to make payroll deductions of Union membership fees.
- 43.6 Where an employee who is a member of the Union and who has authorised the employer to make payroll deductions of Union membership fees resigns their membership of the Union in accordance with the rules of the Union, the Union shall inform the employee in writing of the need to revoke in writing the authorisation to the employer in order for payroll deductions of union membership fees to cease.

44 Customer Service

- 44.1 The parties agree that State Transit Authority is in the passenger transport business. To satisfy customers, the parties agree to achieve the following aims :
- 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.
- 44.2 The agreed personal presentation standards for employees will apply.
- 44.3 State Transit recognises that cleaning functions form an important component of work performed by employees covered by this Agreement.
- Cleaning by General Purpose Hands will include, but not be limited to:
- Vessels
 - Mess room
 - Male and female locker rooms
 - Deck of the fixed wharf
 - Passenger waiting areas including seats, balustrade and perimeter glass
 - Hand rails on ramps and walkways
 - Changing garbage and recycling bins in co-ordination with current foreshore authority and Newcastle City Council.
 - Office facility at Queens Street Wharf

45 Introduction of New Technology

- 45.1 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, Newcastle Branch.
- 45.2 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.

46 Newcastle Ferries Business Systems

- 46.1 As part of the State Transit Authority, Newcastle Bus and Ferry Services corporate responsibility's to comply with State and Federal Legislative Acts.
- 46.2 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.
- 46.3 The parties are committed to developing, implementing and maintaining the following systems.
- The Maritime Authority Of New Safety Management System (SMS).
 - The Newcastle Ferry Service, Ferry Operations Instruction Manuals.
 - The Newcastle Ferry Service, Vessel Operations Manuals.

SECTION 10 – INDUSTRIAL RELATIONS

47 Dispute Settling Procedures

The procedure for the resolution of grievances and industrial disputation concerning matters arising under this Agreement shall be in accordance with the following procedural steps:

47.1 *Procedure relating to a grievance of an individual employee:*

- 47.1.1 The employee shall notify (in writing or otherwise) the Employer as to the substance of the grievance, request a meeting with the Employer for bilateral discussions and state the remedy sought.
- 47.1.2 The grievance must initially be dealt with as close to its source as possible, with graduated steps for further discussion and resolution at higher levels of authority.
- 47.1.3 Reasonable time limits must be allowed for discussion at each level of authority.
- 47.1.4 At the conclusion of the discussion, the Employer must provide a response to the employee's grievance, if the matter has not been resolved, including reasons for not implementing any proposed remedy.
- 47.1.5 While a procedure is being followed, normal work must continue. No party shall be prejudiced as to the final settlement by the continuation of work in accordance with this subclause.
- 47.1.6 The Employer may be represented by an industrial organisation of employers and the employee may be represented by an industrial organisation of employees for the purpose of each procedure.

47.2 *Procedure for a Dispute between the Employer and the Employees -*

- 47.2.1 A question, dispute or difficulty must initially be dealt with as close to its source as possible, with graduated steps for further discussion and resolution at higher levels of authority.
- 47.2.2 Reasonable time limits must be allowed for discussion at each level of authority.
- 47.2.3 While a procedure is being followed, normal work must continue. No party shall be prejudiced as to the final settlement by the continuation of work in accordance with this subclause.
- 47.2.4 The Employer may be represented by an industrial organisation of employers and the employees may be represented by an industrial organisation of employees for the purpose of each procedure.

47.3 Procedure for a Dispute between the Employer and the Union

47.3.1 When the parties to this Agreement are in dispute over any issue that directly affects the interests of any of the parties, the dispute will be dealt with in accordance with this clause.

Step 1 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. Where practical, a genuine attempt to resolve the dispute should be made within 24 hours of the dispute being raised.

Step 2 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. The employee or their representative and or local union delegate may also refer it to a to a union official, who must attempt to resolve the dispute.

Step 3 If, following action under steps 1 through to 3 a dispute remains unresolved, the employee, their representative or a Union, or the Manager, Employee Relations, may refer the matter to the General Manager Human Resources (or, at the discretion of the General Manager, Human Resources, the Chief Executive) for further attempt at resolution between the parties.

Step 4 If, following action under steps 1 to 4, the dispute remains unresolved, a party to the dispute must refer the dispute to unions new (advice to be provided to other party/ies) following which a 72 hour cooling off period (exclusive of weekends and public holidays) will apply, to enable unions to assist in the resolution of the dispute.

Step 5 If, following action under steps 1 to 4, the dispute remains unresolved any party to the dispute may refer the matter to the New South Wales Industrial Relations Commission for resolution.

47.3.2 The parties acknowledge that, where a dispute involves a matter where a genuine, serious and immediate risk is posed to the health or safety of any person, it may not be practical to follow the procedures in this sub clause in attempting to resolve the dispute; and that an urgent reference to the relevant tribunal may be required.

48 Negotiation of Next Enterprise Agreement

The parties agree to commence negotiating the next Enterprise Agreement at least three months prior the expiry of this Agreement.

PART B - TABLE 1 - PAY RATES

The following rates of pay shall apply to General Purpose Hands covered by this Agreement :_

	Operative from 01/01/2012	Operative from 01/01/2013	Operative from 01/01/2014
Weekly Base Rate	928.00	951.20	975.00
Daily Rate for Free Running Outside Harbour Limits - Clause 17.1	430.70	441.50	452.50
Daily Rate for Cruising Outside Harbour Limits – Clause 17.2	519.10	532.10	545.40

PART B - TABLE 2 - OTHER RATES AND ALLOWANCES

The following rates and allowances shall apply to General Purpose Hands covered by this Agreement :-

	Operative From 01/01/2009	Operative from 01/01/2010	Operative from 01/01/11
Overtime Meal Allowance Clause 24.1	8.00	8.20	8.40
Outside Free Running – Meal Allowance Clause 17.1.4	8.00	8.20	8.40
Outside Cruising – Meal Allowance Clause 17.2.5	16.80	17.20	17.60
Outside Cruising - Clean Up Allowance Clause 17.2.7	41.60	42.60	43.70
Casual On Call Allowance Clause 9.8	50.50 per day	51.80 per day	53.10 per day
General Purpose Allowance Clause 27.1	10.00 per shift	10.00 per shift	10.00 per shift
First Aid Allowance Clause 41	7.80 per week	8.00 per week	8.20 per week

PART C - SIGNATORIES

Signed for and on behalf of the Division Head of the State Transit Authority Division
of the New South Wales Government Service

.....
Peter Rowley
Chief Executive Officer
Dated this day of January 2012

Signed for and on behalf of Maritime Union of Australia Union, Northern NSW
Branch.

.....
Padraig Crumlin
National Secretary
Dated this day of January 2012
