

## **REGISTER OF ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO:** EA06/183

**TITLE: Sydney Ferries Corporation General Purpose Hands  
Enterprise Agreement 2006-2008**

**I.R.C. NO:** IRC6/1772

**DATE APPROVED/COMMENCEMENT:** 24 March 2006 / 24 March 2006

**TERM:** 36

**NEW AGREEMENT OR  
VARIATION:** Replaces EA04/275.

**GAZETTAL REFERENCE:** 2 June 2006

**DATE TERMINATED:**

**NUMBER OF PAGES:** 35

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES:** The agreement applies to all employees employed by Sydney Ferries Corporation, Level 3, 35 Pitt Street, Sydney NSW 2000, engaged as General Purpose Hands, who fall within the coverage of the State Transit Authority of New South Wales Ferries (State) Award.

**PARTIES:** Sydney Ferries Corporation -&- The Seamens' Union of Australia, New South Wales Branch

## AGREEMENT INDEX

1. **Agreement Status**
  - 1.1 Title
  - 1.2 Parties
  - 1.3 Application
  - 1.4 Duration
  - 1.5 Availability of Agreement
  - 1.6 Implementation of this Agreement
2. **Strategic Context**
  - 2.1 Relationship with NSW Government
  - 2.2 Sydney Ferries Corporation Goals
  - 2.3 Sydney Ferries Corporation Objectives
3. **Employee Consultation and Communication**
  - 3.1 Relationship between Sydney Ferries Corporation and its Employees
  - 3.2 Respect and Consultation
  - 3.3 Workplace Representatives
  - 3.4 Records, Access and Inspection
  - 3.5 Consultative Committee
  - 3.6 Occupational Health and Safety Committee
  - 3.7 Training Committee
  - 3.8 Industrial Committee
4. **Grievance Dispute Resolution Procedure**
5. **Forms of Employment**
  - 5.1 Employee Classification
  - 5.2 Permanent Full Time Employment
  - 5.3 Permanent Part-Time Employment
  - 5.4 Maritime Trainees
  - 5.5 Casual Employment
  - 5.6 Job Share Arrangements
  - 5.7 Recruitment and Selection
  - 5.8 Team Leaders
6. **Rates of Pay**
  - 6.1 Payment Wages/Salaries
  - 6.2 Deductions
  - 6.3 Remuneration
  - 6.4 Pay Increases Under this Agreement
  - 6.5 Superannuation
  - 6.6 Salary Sacrifice
  - 6.7 Allowances
7. **Rostering Arrangements**
  - 7.1 Rostering Principles
  - 7.2 Adherence to Rosters
  - 7.3 Notification of Roster Changes
  - 7.4 Roster Display
  - 7.5 Roster Disputes
  - 7.6 Variation of Shifts (Concessionals)

- 8. Hours of Work**
  - 8.1 All General Purpose Hand Employees
  - 8.2 General Purpose Hand Employees – Casual
  - 8.3 General Purpose Hand Employees – Aggregate Wage
  - 8.4 Coverage of Work
- 9. Overtime**
  - 9.1 General Purpose Hand Proposed Overtime Payments – Casuals
  - 9.2 General Purpose Hand Proposed Overtime Payments – Aggregate Wage
- 10. Public Holidays/Picnic Day**
- 11. Penalties**
  - 11.1 All General Purpose Hand Penalties
  - 11.2 General Purpose Hand Penalties - Casual
- 12. Leave Entitlements**
  - 12.1 Annual Leave
  - 12.2 Leisure Leave/ Maritime Leave
  - 12.3 Sick Leave
  - 12.4 Long Service Leave
  - 12.5 Carers Leave
  - 12.6 Bereavement Leave
  - 12.7 Maternity Leave
  - 12.8 Adoption Leave
  - 12.9 Parental Leave
  - 12.10 Study Leave
  - 12.11 Leave Without Pay
  - 12.12 Jury Service
  - 12.13 Emergency Services Leave
  - 12.14 Military Leave
- 13. Training and Development**
  - 13.1 Training Guidelines
  - 13.2 Initial Training
  - 13.3 Traineeship
  - 13.4 Continuation Training
  - 13.5 Training Costs
- 14. Occupational Health and Safety**
- 15. Performance Management**
- 16. Sydney Ferries Corporation Human Resource Policies**
- 17. Travel Arrangements**
  - 17.1 Traveling Assistance
- 18. Outside Port Voyages**
  - 18.1 Outside Journey Rates
- 19. Uniforms**
- 20. Workplace Conduct**
  - 20.1 General
  - 20.2 Code of Conduct
  - 20.3 Equity and Diversity Policy: Harassment Prevention
- 21. Fitness for Work**
  - 21.1 General
  - 21.2 Recruitment
  - 21.3 Medical Retirement Procedure

- 21.4 Drugs and Alcohol
- 21.5 Employee Counselling
- 21.6 Pregnancy at Work Policy
- 22. Compensation**
- 22.1 Workers Compensation
- 22.2 Personal Items Compensation
- 22.3 Expenses/Cash Handling
- 23. Termination Provisions**
- 23.1 Redundancy Provisions
- 23.2 Notice
- 23.3 Abandonment of Employment
- 24. Signatories of the Agreement**

**Annexure A General Purpose Hand Classification Wage Structure**  
**Annexure B General Purpose Hand Classification Salary/Wage Structure**

## **1. AGREEMENT STATUS**

### **1.1 Title**

- 1.1.1 This Agreement shall be known as the **SYDNEY FERRIES CORPORATION GENERAL PURPOSE HANDS AGREEMENT 2006-2008 (Agreement)**.

### **1.1 Parties**

- 1.2.1 This Agreement is binding on Sydney Ferries Corporation (SFC), the Seamans' Union of Australia NSW Branch (MUA) and General Purpose Hands employed at Sydney Ferries Corporation (Employees) together the (Parties).

### **1.3 Application**

- 1.3.1 This Agreement applies to SFC General Purpose Hands as set out in Annexure A and B to this Agreement.
- 1.3.2 This Agreement is to be read in conjunction with the State Transit Authority of New South Wales Ferries (State) Award (the Award).
- 1.3.3 This Agreement replaces the State Transit Authority of New South Wales (Sydney Ferries STA NSW) General Purpose Hands Enterprise Agreement 2004.
- 1.3.4 This Agreement is read in conjunction with the SFC Human Resources Policies and Procedures.
- 1.3.5 It is the intention of the Parties that the provisions in this Agreement pertain, directly or indirectly, to the employment relationship between SFC and its Employees. It is also the intention of the

Parties that where a clause or sub-clause in this Agreement may not be found to pertain to the employment relationship then the Parties agree that the offending clause or sub-clause shall become inoperative and the remainder of the provisions in the Agreement and the Agreement itself shall remain in force.

#### **1.4 Duration**

1.4.1 This Agreement commences on certification and has a nominal expiry date 3 years from the date of certification of this Agreement.

1.4.2 This Agreement shall continue to apply until it is replaced by the Parties with another collective agreement.

1.4.3 The Parties agree to commence negotiations for the next collective agreement at least 9 months prior to the expiration date of this Agreement.

1.4.4 The Parties recognise there are 5 collective Agreements for SFC Employees. The Parties to this Agreement are committed to working towards establishing one Agreement for 'Operations Division' Employees.

#### **1.5 Availability of Agreement**

1.5.1 Copies of this Agreement will be made available to Employees at induction.

1.5.2 Any Employee may request a copy of this Agreement from the SFC Human Resources & Industrial Relations Division.

1.5.3 Copies of SFC Human Resource Policies and Procedures will be made available at Workplace locations and on request.

#### **1.6 Implementation of this Agreement**

1.6.1 The Parties agree to make no further claims during the life of this Agreement.

1.6.2 The procedure for resolving grievances and disputes is set out in Clause 4 of this Agreement.

## **2 STRATEGIC CONTEXT**

### **2.1 Relationship with the NSW Government**

2.1.1 SFC came into existence on 1 July 2004 as a result of the Transport Administration Amendment (Sydney Ferries) Act 2003 (NSW).

2.1.2 SFC is a statutory State Owned Corporation under the State Owned Corporations Act 1989.

## **2.2 Sydney Ferries Corporation Goals**

2.2.1 SFC aims to deliver a quality ferry service for Sydney by:

- a) Providing safe and reliable transportation;
- b) Maintaining an affordable and sustainable service by being efficient and effective;
- c) Delivering excellent customer service; and
- d) Providing a rewarding and safe working environment.

## **2.3 Sydney Ferries Corporation Objectives**

2.3.1 The principle objective of SFC is to deliver safe and reliable Sydney ferry services in an efficient, effective and financially responsible manner.

2.3.2 The other objectives of SFC are as follows:

- a) To be a successful business and, to that end: to operate at least as efficiently as any other comparable business and to maximize the net worth of the State's investment in SFC;
- b) To exhibit a sense of social responsibility by having regard to the interests of the community in which it operates;
- c) Where its activities affect the environment, to conduct its operations in compliance with the principles of ecologically sustainable development.

# **3. EMPLOYEE CONSULTATION & COMMUNICATION**

## **3.1 Relationship Between Sydney Ferries Corporation and its Employees**

3.1.1 SFC will be a workplace that respects and recognises the values of its people, both collectively and individually.

3.1.2 SFC values a workplace where the importance of job satisfaction is clearly recognised and where the need to have fun is an important element in creating an environment that will inspire, motivate and retain the best people.

## **3.2 Respect and Consultation**

3.2.1 SFC respects the rights of its Employees to negotiate collectively and to negotiate collective agreements.

3.2.2 Information sharing will be achieved through formal and informal means, such as presentations, newsletters and other appropriate avenues.

3.2.3 SFC recognises the importance of its Employees in its ongoing business and values its partnership with the MUA as a representative of SFC General Purpose Hands.

3.2.4 The MUA supports the goals and objectives of SFC which aim to ensure the long term sustainability of the Corporation.

### **3.3 Workplace Representatives**

3.3.1 An Employee appointed as a Workplace Delegate, after notification to SFC will be recognized by SFC management as an accredited representative of the MUA and SFC General Purpose Hands.

3.3.2 SFC recognizes the role of the Shop Committee in assisting in the implementation of this Agreement.

3.3.3 SFC recognizes the rights of its Workplace Delegates as follows:

3.3.3.1 to be treated fairly and to perform their role as delegate without any discrimination in his/her employment;

3.3.3.2 that endorsed workplace delegates speak on behalf of members in the workplace;

3.3.3.3 to bargain collectively on behalf of those they represent;

3.3.3.4 to consultation and access to reasonable information about the workplace and business;

3.3.3.5 to represent the interests of SFC members in industrial tribunals in work time;

3.3.3.6 to be provided with reasonable time during working hours to consult with members; and

3.3.3.7 to have reasonable access to telephone, email, intranet, facsimile, post and photocopying for the purpose of carrying out work as a Workplace Delegate and consulting with workplace colleagues and the MUA.

3.3.4 Workplace delegates are committed to consultation and working in a professional manner with SFC in the interest of their constituents and the Corporation. The Shop Committee and SFC are committed to resolving issues in a timely and cooperative manner.

### **3.4 Records, Access and Inspection**

3.4.1 SFC shall keep or cause to, be kept a record of the times during which each employee has been on duty, including the times of commencing and finishing duty by each employee on each day and the payments made to each employee, including wages, overtime payment and all allowances paid to them.

3.4.2 An Official or Employee representative of the MUA shall be permitted by SFC to inspect such records at reasonable times during the SFC office hours its place of business.

### **3.5 Consultative Committee**

3.5.1 MUA Workplace Delegates shall participate in the SFC Consultative Committee.

### **3.6 Occupational Health and Safety Committee**

3.6.1 Elected Occupational Health and Safety Delegates shall participate in the SFC Occupational Health and Safety Committee.

### **3.7 Training Committee**

3.7.1 MUA Full-Time Workplace Trainers shall participate in the Training Committee.

### **3.8 Industrial Committee**

3.8.1 SFC shall facilitate the establishment of an Industrial Committee. The Industrial Committee shall address issues in relation to the implementation of this Agreement and other employment issues set out in SFC Human Resource policies and procedures, which may affect Employees' conditions of employment.

3.8.2 The Industrial Committee shall comprise of an MUA official, Shop Committee Delegates, relevant SFC General Managers, the General Manager Human Resources & Industrial Relations Division and other persons as appropriate from time to time.

3.8.3 The Industrial Committee shall meet 6 times per annum and more frequently if necessary.

## **4. GRIEVANCE AND DISPUTE RESOLUTION PROCEDURE**

4.1 The objective of the Parties is to deal with disputes and grievances promptly, fairly and by direct consultation at the workplace wherever possible.



- 4.2 The Parties agree to strictly adhere to the dispute resolution procedure without resort to or the threat of industrial stoppages so work can continue without interruption, unless the dispute or grievance is a health or safety issue, which places Employees or members of the general public in a situation of immediate risk of injury or illness.
- 4.3 No Employee shall be required to work in a situation where there is an imminent risk to that employee. In the event that there is a risk, the appropriate SFC officer shall be notified to take appropriate action to eliminate the risk.
- 4.4 **Step 1**
- In the first instance any grievance or dispute will be addressed and resolved at a local level between the Employee and his/her supervisor. The Employee is entitled to be assisted by his/her workplace delegate or union official at any stage of this procedure.
- 4.5 **Step 2**
- If not resolved at the local level the Employee and/or delegate, and/or the supervisor will refer the matter to the General Manager of the Division who will consult with the effected persons and representatives to resolve the dispute or grievance. The Shop Committee shall be invited to assist in the resolution of the dispute or grievance where appropriate.
- 4.6 **Step 3**
- If still not resolved the General Manager of the Division shall inform the General Manager of the Human Resources & Industrial Relations Division and the Shop Committee may inform their union official of the matter and seek their assistance in the resolution of the dispute or grievance.
- 4.7 **Step 4**
- If still not resolved the Parties authorise the New South Wales Industrial Relations Commission (NSW IRC) to assist the Parties to resolve the grievance or dispute. Either the SFC or the union are entitled to refer a dispute or grievance to the NSW IRC to resolve the dispute or grievance through conciliation and arbitration; or the SFC Chief Executive Officer and a Senior MUA Official may agree to refer the matter to a third party to resolve the dispute by facilitation and /or mediation or conciliation where appropriate.

## **5. FORMS OF EMPLOYMENT**

### **5.1 Employee Classification**

- 5.1.1 At the commencement of this Agreement SFC employed General Purpose Hands on a Permanent, Temporary and Casual basis.
- 5.1.2 It is the intention of the Parties to vary these employment practices during the first 6 months of this Agreement to offer Full-time and Part-time Permanent and Casual employment to SFC Employees covered by this Agreement.
- 5.1.3 The Parties to this Agreement are committed to the conversion of Temporary Employment to Non Rostered Permanent Employment within the first 2 months after certification of this Agreement.
- 5.1.4 Permanent Employees at the time of certification shall remain in their rostered work. New Permanent Employees shall be either Rostered Permanent Employees or Non-Rostered Permanent Employees. After certification of this Agreement Non Rostered Permanent Employees shall be drawn from the "Pool A Non Permanent Employee List".
- 5.1.5 Notwithstanding this commitment SFC intends to case manage a small number of "Pool A List Employees" during the first 2 months of this Agreement with the intention of including them in the new Non Rostered Permanent Employee group. Temporary Employees on the eligibility list at the time of certification of this Agreement shall be considered for Permanent employment in accordance with the SFC/MUA agreed selection procedure set out in clause 5 of this Agreement.
- 5.1.6 Casual Employees shall form a pool of additional Employees to support SFC permanently employed workforce to ensure the safe and efficient services to SFC customers.
- 5.1.7 The Parties acknowledge at the commencement of this Agreement SFC has 239 Permanent Employees under this Agreement. The Parties are committed to SFC developing a Workforce Plan in consultation with the MUA.

### **5.2 Permanent Full Time Employment**

- 5.2.1 Permanent Full-Time Employees are engaged on an ongoing basis. SFC is committed to maximising full time employment opportunities.
- 5.2.2 SFC shall appoint Permanent Full-time team leaders to act in a supervisory and mentoring role to their colleagues on vessels, wharfs, gates and across operational work areas.

### **5.3 Permanent Part Time Work**

- 5.3.1 The Parties acknowledge that some SFC Employees may be interested in part time work. SFC acknowledges this may satisfy operational needs.
- 5.3.2 A change to Permanent Full Time employment from Permanent Part Time employment or visa versa shall not constitute a break in continuity of service.
- 5.3.3 A Permanent Part Time Employee may apply to the SFC for a vacant Permanent Full Time position and will be considered on the same basis as non Permanent Employees.
- 5.3.4 Permanent Part-Time Employees are engaged on an ongoing basis for a fewer number of hours per rostered work cycle than Permanent Full-Time employees.

### **5.4 Maritime Trainees**

- 5.4.1 SFC shall offer Maritime Traineeships each year in accordance with provisions set out in this Agreement.

### **5.5 Casual Employment**

- 5.5.1 Casual Employees are engaged on a day by day basis by the hour and paid a loading of 25% for all hours worked in lieu of Sick Leave, Annual Leave and Annual Leave loading.

### **5.6 Job Share Arrangements**

- 5.6.1 SFC is committed to offering Job Share arrangements to its Permanent Employees. In particular SFC is supportive of its Employees taking advantage of Job Sharing arrangements as a step to slowing down work moving towards retirement. SFC is supportive of its Employees taking advantage of job-share arrangements to meet his/her family responsibilities.
- 5.6.2 Job sharing is a form of Part Time Employment where more than one employee shares all the duties and responsibilities of one position.
- 5.6.3 Job share Employees shall receive pro rata salaries and entitlements in proportion to the hours worked.
- 5.6.4 The Parties are committed to developing a procedure for job sharing arrangements through the Industrial Committee in the first 12 months of the term of this Agreement.

## **5.7 Recruitment and Selection**

5.7.1 SFC Recruitment Policy is based on the core values of:

- a) Safety First;
- b) Excellent customer service; and
- c) Mutual respect and teamwork.

5.7.2 SFC is committed to recruiting the best person for the job through its merit selection process.

5.7.3 Applicants for SFC General Purpose Hand positions, both internally and externally shall hold an endorsement from NSW Maritime Authority.

5.7.4 The Parties agree that an individual vacant permanent position within a rostered line of work shall be filled through the SFC/MUA agreed procedure. That procedure provides that SFC shall inform its employee through an "Expression of Interest" that they are invited to apply for the position. A panel comprising of General Manager HR & IR, a Workplace Delegate and one other person from the Operations Division shall review the applications. The criteria for consideration for a vacant position is:

1. Seniority
2. Workplace performance and competency
3. Review of any unexplained or unacceptably high levels of leave

A vacancy shall be filled on merit by the employee who best meets the above criteria in accordance with the decision of the panel.

5.7.5 SFC is committed to offering a career path and development and training opportunities to General Purpose Hands in accordance with the Parties commitments set out in the Training & Development provisions in this Agreement.

5.7.6 Vacancies for General Purpose Hand positions shall be filled through internal recruitment methods set out above and external recruitment methods in accordance with the SFC Recruitment Policy and Procedure.

## **5.8 Team Leaders**

The parties agree to establish Team Leader positions during the first 6 months of the agreement. The role will encompass support of systems such as sign on and off, reporting of absences, and mentoring. Team Leaders will assist in return to work plans for staff returning after extended absences, and provide close communication between the Daily Crew Assignment Officer (The Book) and staff at wharf and other locations.

## **6. RATES OF PAY**

### **6.1 Payment of Wages/Salaries**

6.1.1 Employees will be paid fortnightly, by electronic funds transfer to a bank or non-bank financial institution of the employee's choice.

### **6.2 Deductions**

6.2.1 Sydney Ferries Corporation will offer regular and direct deductions from an Employee's net salary on authority.

### **6.3 Remuneration**

6.3.1 The Employee classification structure is set out in Annexure A to this Agreement.

#### **6.3.2 Aggregate Wage for General Purpose Hands**

6.3.2.1 The Aggregate Wage for Employees is set out in Annexure B to this Agreement.

6.3.2.2 The Aggregate Wage for Permanent Employees does not include payments for: outside port voyages, a penalty for working on Christmas Day, meal allowances, or travel allowances. Provision for payment for these issues are set out separately in this Agreement.

#### **6.3.3 Casual Rates of Pay**

6.3.3.1 Employees working at SFC on a casual basis shall be paid a base rate of pay and 25% loading for all hours worked in lieu of sick leave, annual leave and leave loading.

6.3.3.2 Overtime and penalties shall be paid to Casual Employees in accordance with provisions set out in this Agreement.

### **6.4 Pay Increases Under this Agreement**

6.4.1 Annexure B to this Agreement sets out the increases to Employees salaries for the duration of this Agreement.

6.4.2 Employees shall be entitled to the following pay increases during the term of this Agreement.

<b>Date</b>	<b>Increase</b>
1 January 2006	4%
1 January 2007	4%
1 January 2008	4%

## **6.5 Superannuation**

- 6.5.1 SFC is required under Federal superannuation laws to make employer contributions to a complying superannuation fund.
- 6.5.2 SFC recognises the following superannuation schemes.
- (i) First State Super (FSS) – NSW
  - (ii) Seafarers Retirement Fund (SRF)
  - (iii) State Authorities Superannuation Scheme (SASS) – NSW
  - (iv) State Superannuation Scheme (SSS) – NSW
- 6.5.3 In the event an Employee chooses a fund other than those listed above, SFC shall consider the request in accordance with the SFC Superannuation Policy and Procedures.
- 6.5.4 SFC acknowledges at the commencement of this Agreement it contributes 9% of the 81% of the Employee's Aggregate Wage as employer contributions to the funds of Non-SASS Employees.
- 6.5.5 SFC acknowledges it contributes towards its future liability for superannuation payments to SASS (State Authorities Superannuation Scheme) Employees upon their retirement. The retirement benefit for SASS Employees is based on a formula which considers age and length of service as well as Employee contributions to the scheme in accordance with the provisions of the Trust Deed.

## **6.6 Salary Sacrifice**

- 6.6.1 Permanent Employees may elect to salary sacrifice their pre-tax based salary subject to complying with Australian Taxation Laws, Australian Taxation Office Rulings and New South Wales Government Guidelines and SFC administrative procedures.
- 6.6.2 The Permanent Employee is required to seek expert financial advice before applying for salary sacrifice arrangements. SFC is not responsible in any way for the Employees salary sacrifice arrangements.
- 6.6.3 The Employee shall be liable for any payment of any fringe benefits tax attracted by SFC due to the Employee's salary sacrifice arrangement.

## **6.7 Allowances**

- 6.7.1 An Employee required to work overtime one and a half hours before his/her normal starting time and one and a half hours after the

normal finishing time shall be provided with a suitable meal or \$11.00 for a meal and each subsequent meal after each further 4 hours overtime.

## **7. ROSTERING ARRANGEMENTS**

### **7.1 Rostering Principles**

7.1.1 During the term of the Agreement the Parties shall work together to review the current rosters to accommodate a 4 weekly cycle for General Purpose Hands engaged on the aggregate wage. Those rosters shall be created in the context of a Fatigue Management Plan, a Workforce Plan and a Training & Development Plan for the Sydney Ferries Corporation. These rosters shall also be created using the following agreed roster principles:

- Operational needs of Sydney Ferries Corporation;
- 10 hour break between shifts;
- Rostered up to 180.4 hours per 4 week cycle with a minimum of 36 hours per week;
- Up to 192 hours per 4 week cycle;
- Crib breaks within each 5 hours of a shift;
- Family friendly needs;
- Fatigue issues;
- Team based rostering for vessel crews

7.1.2 Rosters for Employees in place at the commencement of this Agreement are devised on the basis of recognizing that the rosters are typically 16 days on and 12 days off for many of the workforce. They also take into account other work cycles such as 18 days on and 10 days off and 20 days on and 8 days off or any other agreed arrangements.

7.1.3 SFC is committed to reviewing its current rosters within the first 6 months of this Agreement being certified. SFC intends to develop a master roster that takes into account its operational needs and workforce plan on a regular basis and to meet with the Industrial Committee to discuss any proposed changes to the rosters.

7.1.4 Rosters for Training and Development of Employees where possible shall be planned and prepared on a yearly basis.

7.1.5 Rosters for all leave for Employees shall be planned and prepared on a yearly basis.

## **7.2 Adherence to Rosters**

7.2.1 Each and every Employee is committed to attending work in accordance with his/her roster. The Employee shall sign on and sign off at the commencement and completion of each shift. The Parties agree to work together within the first 6 months of this Agreement through the Industrial Committee to devise sign on, sign off procedures prior to the implementation of any new sign on/sign off process.

7.2.2 An Employee who attends for work in accordance with instructions but is not required shall be relocated to other work or shall be released from duty with payment for a 6-hour minimum shift. The impact on Employees of this Clause shall be monitored by the Industrial Committee.

## **7.3 Notification of Roster Changes**

7.3.1 SFC shall provide 24 hours notice to a Permanent Employee of a roster change in exceptional circumstances otherwise SFC shall provide 7 days notice to Rostered Permanent Employees of a roster change. In exceptional circumstances SFC shall also notify a relevant workplace delegate of the change.

7.3.2 SFC shall provide 21 days notice to Permanent Employees of a significant roster change.

7.3.3 SFC shall provide Casual Employees with 24 hours notice of a roster change in the event that change results in the reduction of a shift.

## **7.4 Roster Display**

7.4.1 Rosters for all Employees shall be exhibited by SFC at a place reasonably accessible to the Employees.

## **7.5 Roster Disputes**

7.5.1 In the event that a dispute arises between the Parties concerning the implementation or proposed implementation of a roster change, the dispute shall be progressed in accordance with the provisions of the Disputes Settlement Procedure set out in this Agreement.

## **7.6 Variation of Shifts (Concessionals)**



7.6.1 Subject to SFC approval and in accordance with SFC Concessional Procedures Employees may exchange shifts (not rosters) by mutual agreement.

7.6.2 In considering a request for an exchange of shift in accordance with the Concessional Procedure SFC shall consider any fatigue impact on the Employees who wish to exchange shifts.

## **8. HOURS OF WORK**

### **8.1. All General Purpose Hand Employees**

8.1.1 SFC Business Hours are 24 hours per day, 7 days per week 365 days per year.

8.1.2 The maximum number of ordinary hours of work for a General Purpose Hand on any day is 12 hours unless varied or agreed to by both Parties.

8.1.3 There shall be a clear break of 10 hours between the end of one shift and the commencement of the next shift

8.1.4 Each General Purpose Hand shall be entitled to a crib break of 30 minutes at a suitable time from the commencement of each shift within the first 5 hours of work. Shore based Employees shall be entitled to this crib break after 2 hours from commencement of the first 5 hours of work. Vessel based Employees shall work with other crew members to reach agreement on the timing of their breaks with the view of not rostering the first crib break before the first 90 minutes of the shift commencement time. Each General Purpose Hand shall be entitled to a further crib break of a minimum 20 minutes within each additional 5 hours worked.

### **8.2 General Purpose Hand Employees – Casuals**

8.2.1 Casual employees are engaged on a day-by-day basis by the hour.

8.2.2 The minimum number of ordinary hours of work for a casual on any day is 4 hours.

8.2.3 The maximum number of ordinary hours of work per day for a General Purpose Hand engaged as a casual employee is 12 hours.

8.2.4 The maximum number of ordinary hours of for a General Purpose Hand engaged as a casual employee shall be 44 in a week or 80 hours in a fortnight.

### **8.3 General Purpose Hand Employees – Aggregate Wage**

8.3.1 The maximum number of ordinary hours of work for General Purpose Hands engaged on the aggregate wage shall be up to 192

hours per 4 weekly cycle for all work (as defined) undertaken during those hours.

- 8.3.2 Each 4 weekly cycle of work undertaken by a General Purpose Hand on the aggregate wage is comprised of 28 days per cycle.
- 8.3.3 The minimum number of ordinary hours of work for a General Purpose Hand on the aggregate wage for a shift shall be 6 hours.
- 8.3.4 The maximum number of ordinary hours of work for a General Purpose Hand on the aggregate wage for a shift shall be 12 hours.
- 8.3.5 The maximum number of rostered hours of work of a General Purpose Hand shall be 180.4 hours per 4 week cycle.
- 8.3.6 In the first year of the Agreement a General Purpose Hand shall be guaranteed 4 days rostered off in each 4 weekly cycle. Additional days rostered off shall be "grey days" for the purpose of the call-in system and Employees shall be considered available for call in. The Parties to the Agreement shall closely monitor this arrangement and the guaranteed rostered days off are subject to the reduction of sick leave and improved attendance at work by General Purpose Hands. The Parties to the Agreement shall review these arrangements at the completion of each year of the Agreement with the aim of increasing guaranteed days rostered off in each cycle. Any departure from this principle will be subject to the provisions outlined in Sub-clause 7.5.1.
- 8.3.7 The Parties to this Agreement shall provide 'the call-in system' as a permanent agenda item on the Industrial Committee.

#### **8.4 Coverage of Work**

- 8.4.1 Rostered Permanent Employees and Non Rostered Permanent Employees shall cover the following work within their normal rostered hours:
- a) Work to meet the operational needs in relation to timetables and services;
  - b) In-service maintenance;
  - c) Trials;
  - d) Drills;
  - e) Competency management (currently type-rating);
  - f) All forms of training (eg. Safety training, security training, new equipment training, crew resource management training);
  - g) Participation in existing worker traineeships;
  - h) Charters;
  - i) Attendance at meetings (e.g. OH&S meeting, Consultative Committee);
  - j) All paid sick leave;

k) Vessel and wharf cleaning.

8.4.2 In addition to the work specified in clause 8.4.1, Rostered Permanent Employees (and Non Rostered Permanent relieving Permanent Employee roster lines) shall be available on their grey days to cover the following lines of work:

- a) Work to meet the operational needs in relation to timetables and services;
- b) Trials;
- c) Competency management (currently type-rating);
- d) All forms of training (e.g. safety training, security training, new equipment training, crew resource management training);
- e) Participation in existing worker traineeships;
- f) Charters;
- g) All paid sick leave (up to 12 days);
- h) Vessel and wharf cleaning.

8.4.3 In addition to the coverage specified above:

- Non-Rostered Permanent Employees;
- Casual Employees; and,
- Permanent Employees on paid overtime

shall also cover:

- a) All working up;
- b) Vacant roster lines;
- c) Long service leave;
- d) LWOP;
- e) Special leave;
- f) Special projects;
- g) All other agreed work;
- h) Vessel and wharf cleaning;
- i) All sick leave; and
- j) All other agreed work.

8.4.4 General Purpose Hands undertaking work on outside port voyages do so on the basis the work does not form part of his/her hours for the Aggregate Wage. Payment for this additional work is set out in this Agreement.

## 9. OVERTIME

**9.1 General Purpose Hands Proposed Overtime Payments - Casuals**

9.1.1 Work undertaken on any day by a General Purpose Hand engaged as a casual, in excess of 12 hours per day, shall be paid at the overtime rate of double time.

9.1.2 Work undertaken in any week by a General Purpose Hand engaged as a casual, in excess of 44 hours per week or 80 hours in a fortnight, shall be paid at overtime rates at the rate of time and a half for the first 2 hours and double time thereafter.

**9.2 General Purpose Hands Proposed Overtime Payments – Aggregate Wage**

9.2.1 Work undertaken on any day by a General Purpose Hand engaged on Aggregate Wage in excess of 12 hours per day shall be paid at overtime rates at the rate of double time.

9.2.2 Work undertaken by a General Purpose Hand engaged on Aggregate Wage in excess of 192 hours in any 4 weekly cycle shall be paid at overtime rates to the next half hour at double time.

9.2.3 All time worked on a rostered day off, excluding the duties described clause 8.4.2, shall be paid for the rate of time and one half for the first two hours and double time thereafter.

**10. PUBLIC HOLIDAYS/PICNIC DAY**

10.1 The following days are acknowledged as Public Holidays for all Employees: New Years Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, ANZAC Day, Queens Birthday, Labour Day, Christmas Day, Boxing Day and other days proclaimed as Public Holidays in New South Wales.

10.2 The Parties acknowledge the Aggregate Wage includes penalty payments for Employees for a Picnic Day and the above mentioned Public Holidays.

**11. PENALTIES**

**11.1 All General Purpose Hands – Penalties**

11.1.1 All work undertaken on Christmas Day shall attract a penalty of double time at the base rate in addition to the Employee's wage.

**11.2 General Purpose Hands Penalties – Casuals**

11.2.1 All work undertaken on a Sunday shall attract a penalty of double time.

- 11.2.2 All work undertaken on Public Holidays shall attract a penalty of double time for each hour worked.
- 11.2.3 Work undertaken on a Saturday, Sunday or Public Holiday, commencing before 6.30am shall attract a penalty of 10% loading on the base rate of pay.
- 11.2.4 Work undertaken on a Saturday, Sunday or Public Holiday commencing between 6pm and midnight and/or finishing after midnight and before 8am shall attract a penalty of 15% loading on the base rate of pay.

## **12. LEAVE ENTITLEMENTS**

### **12.1 Annual Leave**

- 12.1.1 All Permanent Full-Time Employees are entitled to 5 weeks (25) days annual leave per annum.
- 12.1.2 All Permanent Part -Time Employees are entitled to the equivalent of pro-rata annual leave, dependant on the work undertaken during the course of each year. All Employee requests for annual leave are subject to approval by SFC.
- 12.1.3 All Employees shall be required to take their annual leave each year unless authorized by SFC to accrue such leave. A maximum of 40 days annual leave per Employee can be held at any one time.
- 12.1.4 Employees may apply to cash out a portion of their annual leave in accordance with the SFC Procedure.
- 12.1.5 Employees on rostered leave shall not be rostered or required for duty on weekends.

### **12.2 Leisure /Maritime Leave**

- 12.2.1 All Permanent Full-Time Employees are entitled to 5 weeks (25 days) leisure and maritime leave per annum.
- 12.2.2 All Permanent Part-Time Employees accrue leisure and maritime leave entitlements on a pro-rata basis.
- 12.2.3 All Employee requests for leisure and maritime leave shall be subject to approval by SFC.
- 12.2.4 Employees on rostered leave shall not be rostered or required for duty on weekends.
- 12.2.5 The maritime leave entitlement of 12 days leave per annum was negotiated in 2001 in lieu of an 8% wage increase over 3 years,

### 12.3 Sick Leave

- 12.3.1 SFC recognises that a greater emphasis on sick leave management is the cornerstone of this Agreement and sick leave will be constantly monitored during the life of this Agreement. The provisions for sick leave in this Agreement are designed to reduce the level of abuse of sick leave and provide paid leave for Employees with genuine illness.
- 12.3.2 SFC shall work co-operatively with the MUA and Workplace Delegates to address the issue of sick leave with the ultimate goal to reduce average sick leave days taken by Employees to 5 days or less per annum.
- 12.3.3 Each Permanent Employee shall be entitled to 12 days sick leave per year.
- 12.3.4 The annual sick leave entitlements shall be credited on 1 January each year and shall be cumulative from year to year. Part-time employees shall receive sick leave pro-rata.
- 12.3.5 In relation to approved paid sick leave an employee's leave entitlement shall be deducted at the rate of 1 day for each day sick. At the date of certification Employees' accrued sick leave entitlements shall be preserved. The preserved component of an Employee's sick leave entitlement (pre March 2006) shall be debited at the rate of 7.6 hours per sick day taken.
- 12.3.6 Employees shall comply with the provisions of the SFC Sick Leave Procedure.
- 12.3.7 If an Employee takes ill or is injured whilst on annual or long service leave, the number of annual leave or long service leave days of incapacity shall be re-credited, provided that:
- (i) The incapacity is promptly reported to their employer (within 7 days);
  - (ii) The period of incapacity or illness occurs within Australia and is a minimum of one week;
  - (iii) The Employee submits a medical certificate to the effect that due to the nature of their incapacity or illness the Employee would be unable to perform their normal duties;
  - (iv) The Employee does not resign or elect to retire without resuming duty.
- 12.3.8 Casual Employees are not entitled to paid sick leave.

12.3.9 Permanent Employees claiming an entitlement to paid sick leave are to provide medical certificates in any of the following circumstances:

- (i) Any absence due to illness immediately before or after an ADO, RDO or public holiday;
- (ii) Absences longer than 3 consecutive days;
- (iii) Any sick leave absence in the first month of employment;
- (iv) For every sick day claimed after 6 casual sick days have been used;
- (v) When carer's leave is being used, managers may require the employee to show proof of requirement to perform carers duties;
- (vi) When paid sick leave has been exhausted and other leave types are being used to cover the absence;
- (vii) If an employee uses a sick day during any training day;
- (viii) At the recommendation of the relevant General Manager, confirmed by the General Manager, Human Resources and Industrial Relations where either become concerned about the level of leave taken by an employee;
- (ix) As a result of a Sick Leave Review.

12.3.10 The General Manager, Human Resources and Industrial Relations has the authority to initiate a review of an employee's sick leave in accordance with the 'SFC Sick Leave Procedure'. The following circumstances may trigger a sick leave review:

- (i) Any sick leave unsupported by medical certificates within the first month of employment;
- (ii) 7 or more days unsupported by medical certificates in any 12 month period;
- (iii) 10 occasions or 10 sick leave days in any 12 month period with or without a medical certificate (General consideration shall be given to obvious long-term illness or injury);
- (iv) Any unsupported sick leave taken next to an ADO, RDO or public holiday;
- (v) At the recommendation of the relevant General Manager where high levels of sick leave are evident.

- 12.3.11 Where a Permanent Employee reduces his/her sick leave to 5 or less sick days per annum that Employee shall be entitled to an 'attendance bonus' payment of \$1000.
- 12.3.12 Calculation of the year for the purpose of paying an 'attendance bonus' shall take place between 1 December - 30 November of each year. SFC agrees to pay the sick leave bonus to Employees in the first pay period in December each year.
- 12.3.13 Up to 10 days of an Employee's sick leave entitlement may be used as carers leave.
- 12.3.14 SFC shall explore the introduction of an income protection insurance scheme in the event actual sick leave days are reduced to 5 or less for an 18 month period.

## **12.4 Long Service Leave**

- 12.4.1 Long Service Leave is available to an Employee after completing 10 years of recognised service.
- 12.4.2 Full time Employees accrue long service leave as follows:
- up to 10 years of service: 2 months leave
  - after 10 years of service 15 calendar days per year for each additional year of service.
- 12.4.3 All full-time Employees are entitled to 60 calendar days long service leave upon completing 10 years of recognised service.
- 12.4.4 After the initial 10 years, Full-Time Employees accumulate 15 calendar days long service for each additional year of service.
- 12.4.5 All requests for long service leave are subject to approval by SFC.
- 12.4.6 Employees may apply to cash out a portion of their long service leave.

## **12.5 Carers Leave**

- 12.5.1 All Permanent Employees are entitled to sick leave and are able to use up to 10 days of their sick leave entitlement to care for a partner or an immediate family member or dependent per annum.
- 12.5.2 Permanent Part-time Employees are entitled to carers leave on a pro-rata basis.
- 12.5.3 Casual Employees are entitled to 2 days unpaid Carers Leave per annum.



12.5.4 All requests for carers leave are subject to approval by SFC.

## **12.6 Bereavement Leave**

12.6.1 All Employees are entitled to a maximum of 2 days bereavement leave in the event their partner or an immediate family member dies. Bereavement Leave for Casual Employees is unpaid leave.

## **12.7 Maternity Leave**

12.7.1 All Permanent Full-Time and Part Time female Employees are entitled to 9 weeks paid maternity leave from the date maternity leave commences.

12.7.2 All permanent Full Time and Part Time female Employees are entitled to 52 weeks unpaid maternity leave.

12.7.3 SFC shall assist the Employee to arrange their maternity leave on a case by case basis in accordance with SFC procedures.

## **12.8 Adoption Leave**

12.8.1 All Permanent Full Time and Part Time Employees (who are primary carers of the adopted child) are entitled to 9 weeks paid adoption leave from the date of approval of the adoption leave.

12.8.2 All Permanent Full Time and Part Time Employees (who are the primary carers the of adopted child) are entitled to 52 weeks unpaid adoption leave subject to approval of the adoption leave.

12.8.3 SFC shall assist the Employee to arrange their adoption leave on a case by case basis in accordance with SFC procedures.

## **12.9 Parental Leave**

12.9.1 All Permanent Full Time and Part Time Employees (who are the primary carer of a child) and not entitled to maternity or adoption leave are entitled to 52 weeks unpaid leave subject to approval by SFC commencing within the period up to 2 years from the date of birth of a child or taking custody of a child.

12.9.2 SFC shall assist the Employee to arrange Parental Leave on a case by case basis in accordance with SFC procedures.

## **12.10 Study Leave**

12.10.1 Paid or unpaid Study Leave may be granted to an Employee in accordance with SFC Training and Development Policies.

## **12.11 Leave Without Pay**

12.11.1 All Permanent Full Time or Part Time Employees may apply for, and be granted, leave without pay, subject to the SFC organisational requirements and sufficient good reasons for the application.

12.11.2 All applications will be considered on merit and SFC reserve the right to refuse to grant leave without pay.

### **12.12 Jury Service**

12.12.1 All Permanent Full Time or Part Time Employees are entitled to apply for paid jury service.

12.12.2 On receipt of evidence of the Employee attending jury service and the amount received by the Employee to attend the service the SFC shall reimburse the Permanent Full Time or Part Time Employee the equivalent of their SFC wage.

### **12.13 Emergency Services Leave**

12.13.1 Employees who are members of the Volunteer Rescue Association of New South Wales State Emergency Service or Bush Fire Brigade of New South Wales may be granted leave without pay subject to the operational needs of the organisation and proof of the basis of leave.

### **12.14 Military Leave**

12.14.1 Employees who are part-time members of the Australian Defence Forces Reserve may be granted paid leave subject to the impact on operational requirements of the business and proof of the basis of leave and in accordance with the SFC procedure on military leave.

## **13 TRAINING AND DEVELOPMENT**

### **13.1 Training Guidelines**

13.1.1 Training and assessment is competency based and will reflect integrated on and off the job training and assessment practice, targeting skills, knowledge, values and attitudes and supporting qualifications.

13.1.2 Training will support career paths within SFC ensuring the opportunity for promotion to other shore based management and specialist positions.

13.1.3 Training undertaken by the Employee shall be conducted in their normal hours of work.

13.1.4 SFC intends to ensure the skills and qualifications of all Non Rostered Permanent Employees are at a suitable level to undertake all rostered lines of work.

13.1.5 SFC may grant union representatives leave to attend union courses which are designed to promote good industrial relations. Such requests shall be in writing.

## **13.2 Initial Training**

13.2.1 Employees shall participate in initial training as required by the SFC Safety Management System and the SFC Training & Development Policy and Procedures.

13.2.2 The Parties commit to relevant approved training and assessment design for the provision of initial training and assessment modules and courses.

13.2.3 Training and assessment will be targeted to supporting the essential technical and safety qualifications required by SFC for General Purpose Hands.

13.2.4 The Parties commit to ensuring MUA are represented on all Curriculum Committees formed to develop, review or validate initial training and assessment targeted at General Purpose Hands.

13.2.5 The Parties agree to establish a Training Plan during the life of the Agreement that encompasses multiple entry points for Employees and works towards enhancing agreed competencies and qualification outcomes.

13.2.6 Employees seek to use accumulated leave or other arrangements to undertake further study must meet agreed suitability/capability requirements for the qualifications being sought and if successful utilise those qualifications at SFC.

13.2.7 The Employee may seek to have their leave reaccredited following successful completion of the course.

## **13.3 Traineeship**

13.3.1 SFC will continue to offer the Maritime Services Traineeship at the *Certificate III/IV in Transport Distribution (Maritime Operations)* levels. SFC shall offer a minimum of 3 traineeships per annum.

13.3.2 The training program will be developed by Sydney Ferries and SFC Training Division with appropriate industry providers and in consultation with the Industrial Committee.

13.3.3 Selection for trainees at all levels will be according to SFC Merit Selection Policy. A Union representative is to be a member of the selection process.

13.3.4 The trainee wage as identified in schedule 2 shall apply for all trainees.

#### **13.4 Continuation Training**

13.4.1 Employees covered by this Agreement shall participate in continuation training days for the purpose of safety refresher training and assessment as required by SFC Management System and the SFC Training and Development Policies and Procedures.

13.4.2 The Parties commit to ensuring MUA are represented and/or consulted on all curriculum projects relevant to the development of safety or technical refresher training and/or assessment interventions required by SFC Safety Management System.

13.4.3 During the life of the Agreement the Parties agree to work together to ensure GPH on rosters as greasers or on rosters for RiverCats and HarbourCats shall acquire MED 3 qualifications. The acquisition of the MED qualifications for nominated Employees shall be supported by SFC. The Parties also agree to consider enhanced training for Helmsmen.

#### **13.5 Training Costs**

13.5.1 Where an Employee covered by this Agreement undertakes a course externally as part of an approved training program, all reasonable costs shall be paid by SFC upon successful completion of the course.

13.5.2 Where financial assistance is given, for external course attendance, it shall be limited to the following:

- Tuition fees;
- Examination fees; and
- Reference material required for the course.

Reimbursement will be at the discretion of SFC, subject to SFC approval prior to the commencement of the course.

### **14. OCCUPATIONAL HEALTH AND SAFETY**

14.1 SFC and its Employees are committed to best practice occupational health and safety performance of SFC.

14.2 SFC and its Employees shall comply with occupational health and safety legislation and standards.

- 14.3 SFC and its Employees shall comply with all aspects of the SFC Safety Management System.

## **15. PERFORMANCE MANAGEMENT**

- 15.1 SFC values its Employees and their critical role in the delivery of the organisation's objectives.
- 15.2 SFC seeks to introduce a performance based culture where improvements in safety, efficiency, effectiveness, flexibility, accountability, innovation, behaviour and leadership result in a motivated, focussed and committed workforce.
- 15.3 SFC shall introduce a performance management system where the performance objectives of a Division, team and individual Employee is linked to the Corporation's objective and values.
- 15.4 Performance management is the ongoing formal and informal process where managers, supervisors and Employees communicate to ensure the Employee understands:
- SFC's goals;
  - What's expected of him/her in fulfilling the requirements of the position;
  - How the individual is performing against the goals and position;
  - How the Employee and SFC can improve the organisation;
  - What training and development opportunities are available to the Employee.
- 15.5 The Parties are committed to ensuring that the performance of its Employees is effectively managed through clear performance management procedures. All Employees are expected to undertake duties for which they are employed and entitled to ongoing feedback from their manager/supervisor about their performance.
- 15.6 Each and every Employee shall have an annual performance review meeting to clarify expectations for the year ahead, plan for developmental needs of the Employee and to provide constructive feedback on past performance.
- 15.7 This performance management system shall be further developed and monitored through consultation between the Parties in the Industrial Committee.

## **16. SYDNEY FERRIES CORPORATION HUMAN RESOURCE POLICIES**

- 16.1 SFC shall continue to develop SFC Human Resource Policies and Procedures during the term of this Agreement.

- 16.2 SFC Human Resource Policies and Procedures shall not be inconsistent with the provisions in this Agreement nor shall those Policies and Procedures override any of the contents of this Agreement unless the Parties specifically agree.
- 16.3 SFC shall provide the Industrial Committee with any relevant draft Policies and Procedures for comment. The Parties agree to consult and reach agreement on new Policies and Procedures prior to implementation.

## 17. TRAVEL ARRANGEMENTS

### 17.1 Traveling Assistance

- 17.1.1 Any Employee required to commence work prior to 5am or finish work after 12mn is entitled to assistance in traveling to or from their place of residence. One half hour of pay may be paid to an Employee in lieu of travel assistance.
- 17.1.2 In the event an Employee is offered assistance in traveling to or from their place or residence, in the form of transport as per the above subclause, SFC shall offer the Employee travel by a vehicle up to the metropolitan taxi district limits.
- 17.1.3 The metropolitan taxi district limits is defined as, Otford in the South, Brooklyn in the North, Nepean River in the West and a straight line drawn from Penrith to Camden to cover the South/West boundary.
- 17.1.4 The Parties agree to explore other forms of assistance for Employees traveling to and from work between 12mn and 5am.
- 17.1.5 Where Employees are required to commence duty at a location other than the normal location SFC shall provide arrangements for those Employees to commence work at the alternate location. All Employees undertaking leave relief shifts are required to commence work at Manly prior to 6am shall be provided with assistance from Circular Quay to Manly.

## 18. OUTSIDE PORT VOYAGES

### 18.1 Outside Journey Rates

- 18.1.1 Where an Employee performs duty on a vessel outside the prescribed limits, the following rates of pay shall apply:

	From 1/01/06 + 4%	From 1/01/07 + 4%	From 1/01/08 + 4%
--	----------------------	----------------------	----------------------

General Purpose Hands	\$428.40	\$445.50	\$463.32
-----------------------	----------	----------	----------

- 18.1.2 These rates are applicable for any voyage or voyages within a period from 0001 to 2400 hours on any day.
- 18.1.3 Employees working on outside journeys shall be provided with a meal or receive a meal allowance of \$17.80 payable for each 5 hour period.
- 18.1.4 Employees shall be paid an allowance of \$43.90 per voyage as clean up money.

## 19. UNIFORMS

- 19.1 On engagement SFC shall supply each Employee with garments of their uniform (including protective clothing where necessary) according to the SFC Uniforms and Clothing Policy and Procedure.
- 19.2 SFC shall replace items of uniform apparel for each Employee on a "wear and tear basis".
- 19.3 The standard of uniform supplied to Employees shall be of a high quality in material and tailoring in order for the Employees to portray a professional image for the Corporation.

## 20. WORKPLACE CONDUCT

### 20.1 General

- 20.1.1 The Parties are committed to dealing with the matters of inappropriate conduct and poor employment performances in a fair, equitable and responsible manner.

### 20.2 Code of Conduct

- 20.2.1 The SFC Code of Conduct sets out acceptable conduct at work for its Employees.
- 20.2.2 The Parties agree that each Employee shall comply with the SFC Code of Conduct.

### 20.3 Equity & Diversity Policy: Harassment Prevention

- 20.3.1 The Parties are committed to ensuring a work environment free from harassment and a work environment which promotes the achievement of equality, access and elimination of discrimination in employment.

- 20.3.2 The Parties agree that each Employee shall comply with the Harassment and Prevention Policy. The Parties agree that each Employee shall comply with the Equity and Diversity Policy.

## **21. FITNESS FOR WORK**

### **21.1 General**

- 21.1.1 SFC has a duty of care to provide a safe work environment and to protect the health, safety and welfare of its Employees. SFC Employees similarly have a duty of care for their own safety, the safety of the people they work with and the general public in the community in which they work.

### **21.2 Recruitment**

- 21.2.1 SFC recruitment procedures include pre-employment testing including medical examination, medical fitness assessments, drug and alcohol tests and functionability tests including:
- Rules acquisition and aptitude tests
  - Safe personality testing
  - Safe concentration and attention test.

### **21.3 Medical Retirement Procedure**

- 21.3.1 SFC devised a Medical Retirement Procedure to ensure SFC takes the appropriate action where the health of an Employee prevents them from undertaking their role or endangers the health and safety of others. The Parties are committed to finalising the procedure.

### **21.4 Drugs and Alcohol**

- 21.4.1 SFC has implemented an Alcohol and Drug Policy. All Employees shall abide by the Policy and comply with the SFC Alcohol and Drug Procedure.

- 21.4.2 Employees bound by this Agreement are classified as Transport Safety Workers and as such are subject to:

- Random testing;
- Reasonable cause testing; and
- Post incident testing (accident or irregular incident)

for drugs and alcohol.

- 21.4.3 SFC Employees who test positive to alcohol or drugs shall be subject to SFC disciplinary procedures. SFC Drug and Alcohol Policy and Procedure has its basis in counselling and rehabilitation.



21.4.4 The Parties commit to a review of the testing procedures within the first 6 months of the certification of the Agreement.

## **21.5 Employee Counselling**

21.5.1 SFC offers its Employees counseling for personal and work related problems. Trauma assistance services are also offered to Employees in accordance with its Employee Assistance Program.

## **21.6 Pregnancy at Work Policy**

21.6.1 SFC is committed to supporting its pregnant employees at work and providing them with a safe and healthy working environment through the Pregnancy at Work Policy, Procedure and Working Instructions.

# **22. COMPENSATION**

## **22.1 Workers Compensation**

22.1.1 In accordance with New South Wales Workers Compensation Laws, SFC shall ensure its Employees are insured for workers compensation against incidents or injuries at work.

## **22.2 Personal Items Compensation**

22.2.1 Where an Employee sustains damage to, or loss of, their personal effects SFC may reimburse the Employee for damage or loss to personal effects subject to the following:

- (a) Compensation shall be limited to a maximum of \$500 for any single item; and
- (b) Compensation shall only be paid for personal effects which may reasonably be required by the Employee for the performance of their duties.

## **22.3 Expenses/Cash Handling**

22.3.1 SFC shall reimburse an employee any approved expenses reasonably incurred by them in the service or interest of the SFC.

22.3.2 If there is no agreement on the reimbursement of expenses between the Sydney Ferries and employee, then the matter will be the subject to the Dispute Resolution Procedures contained in this Agreement.

- 22.3.3 The Parties agree to review the debit/credit procedure for GPH Cashiers and the impact of the procedure on SFC Employees and the integrity of the business.

## **23. TERMINATION AND REDUNDANCY AND ABANDONMENT OF EMPLOYMENT PROVISIONS NOTICE**

### **23.1 Redundancy Provisions**

- 23.1.1 SFC operates in a changing environment. It is required to restructure operations and tailor its workforce to meet these changes. SFC strategies for managing its employees during these changes affect its ability to attract and retain a skilled loyal workforce.
- 23.1.2 SFC shall offer alternative arrangements to displaced Employees resulting from organisational structural change or a period of absence of 12 months or more.
- 23.1.3 SFC shall offer redundancy provisions to displaced officers in accordance with the SFC Redeployment of Displaced Employees Procedure subject to approval by the NSW Government.
- 23.1.4 In accordance with the SFC Redeployment of Displaced Employees Procedure SFC entitlements for displaced Employees is as follows:
- 4 weeks notice or payment in lieu;
  - Severance pay at the rate of 3 weeks per year of continuous service with a maximum of 39 weeks;
  - An additional 1 weeks notice or pay in lieu for employees aged 45 or over, with 5 or more years of completed service;
  - The benefit allowable as a contributor to a retirement fund;
  - Pro rata annual leave loading in respect of leave accrued at the date of termination;
  - Pro rata payment for incomplete years of service on a quarterly basis.
- 23.1.5 If an offer of voluntary redundancy is accepted within 2 weeks of the offer being made, the employment is terminated within the time nominated by SFC, the following additional payments shall be made:
- Less than 1 years service, an extra 2 weeks pay;
  - 1 year and less than 2 years service, an extra 4 weeks pay;
  - 2 years and less than 3 years service, an extra 6 weeks pay;
  - 3 years service and over an extra 8 weeks pay.

**23.2 Notice**

- 23.2.1 SFC is entitled to pay a Permanent Employee in lieu of notice based on the Employee's salary set out in this Agreement.
- 23.2.2 A Permanent Employee shall offer Sydney Ferries Corporation written notice of termination of 2 weeks duration.

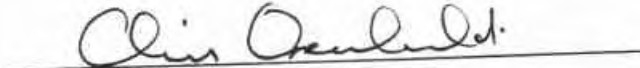

**23.3 Abandonment of Employment**

- 23.3.1 In the event an Employee abandons his/her employment by being absent from work for 21 days SFC shall direct the Employee to return to work within 7 days. In the event the Employee fails to notify SFC or return to work as directed the Employee shall be terminated with no further notice or payments except for accrued entitlements to the date of abandonment of employment.

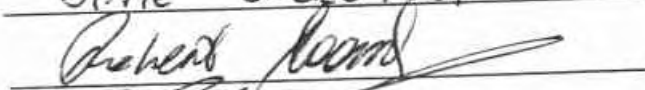

## 24. SIGNATORIES TO THE AGREEMENT

24.1 In recognition of the acceptance of the terms and conditions of this Agreement (including all Annexures) the Parties have placed their signatures below as indicated:

Signed for and on behalf of the Sydney Ferries Corporation

Name CHRIS OXENBOULD  
Title ACTING CHIEF EXECUTIVE  
Signature   
Witness   
Date 22 March 2006

Signed for and on behalf of the <sup>SEAMEN'S</sup> Maritime Union of Australia (NSW BRANCH) <sup>©</sup>

Name ROBERT COOMBS  
Title STATE SECRETARY  
Signature   
Witness  J.P.  
Date 23.3.06

**ANNEXURE B  
GENERAL PURPOSE HAND  
SALARY/WAGE STRUCTURE**

**Aggregate Wage Employees**

**Weekly & Hourly**

Level	Classification	Commencement Wage			1 January 2006 4% Increase (\$)		1 January 2007 4% Increase (\$)		1 January 2008 4% Increase (\$)	
			Weekly	Hourly	Weekly	Hourly	Weekly	Hourly	Weekly	Hourly
Level 1	Trainee (9 months)	Base Rate	544.23	14.32	566.00	14.89	588.64	15.49	612.18	16.11
Level 2	GPH Inductee	Base Rate	725.64	19.10	754.67	19.86	784.85	20.65	816.25	21.48
Level 3	GPH (wharfhand, gatehand, deckhand, shipkeeper, storeperson, cashier, information officer, greaser, mate)  GPH Workplace Trainers & Assessors	Base Rate	725.64	19.10	754.67	19.86	784.85	20.65	816.25	21.48
		Aggregate Rate	1,212.42	25.26	1,260.92	26.27	1,311.35	27.32	1,363.81	28.41
Level 4	GPH Team Leaders  GPH Full Time Trainers	Base Rate	761.92	20.05	792.40	20.85	824.09	21.69	857.06	22.55
		Aggregate Rate	1,273.04	26.52	1,323.96	27.58	1,376.92	28.69	1,432.00	29.83

**ANNEXURE A**  
**GENERAL PURPOSE HAND**  
**CLASSIFICATION WAGE STRUCTURE**

<b>Level</b>	<b>Classification</b>	<b>Percentage</b>
Level 1	Trainee (9 months)	75% of Base Rate
Level 2	Inductee	Base Rate
Level 3	GPH (Wharfhand, Gatehand, Deckhand, Shipkeeper, Storepersons, Cashier, Information Officer, Greaser, Mate)	Current Aggregate Wage
	Workplace Trainers & Assessors	Level 3 + an allowance of \$1,212.40
Level 4	GPH Team Leaders GPH Full Time Trainers	Current Aggregate Wage + 5% additional to Aggregate Wage

**ANNEXURE B  
GENERAL PURPOSE HAND  
SALARY/WAGE STRUCTURE**

**Aggregate Wage Employees**

**Annual**

<b>Level</b>	<b>Classification</b>	<b>Commencement Wage</b>		<b>1 January 2006 4% Increase (\$)</b>	<b>1 January 2007 4% Increase (\$)</b>	<b>1 January 2008 4% Increase (\$)</b>
<b>Level 1</b>	Trainee (9 months)	Base Rate	28,396.83	29,532.71	30,714.01	31,942.58
<b>Level 2</b>	GPH Inductee	Base Rate	37,862.44	39,376.94	40,952.02	42,590.10
<b>Level 3</b>	GPH (wharfhand, gatehand, deckhand, shipkeeper, storeperson, cashier, information officer, greaser, mate) GPH Workplace Trainers & Assessors	Base Rate	37,862.44	39,376.94	40,952.02	42,590.10
		Aggregate Rate	63,262.00	65,792.48	68,424.18	71,161.15
		Aggregate Rate + Trainers & Assessors Allowance		67,004.88	69,636.58	72,373.55
<b>Level 4</b>	GPH Team Leaders	Base Rate	39,755.57	41,345.79	42,999.62	44,719.61
	GPH Full Time Trainers	Aggregate Rate	66,425.10	69,082.10	71,845.39	74,719.20

**ANNEXURE B  
GENERAL PURPOSE HAND  
SALARY/WAGE STRUCTURE**

**Casual Employees**

<b>Classification</b>	<b>Commencement Wage</b>		<b>1 January 2006 4% Increase (\$)</b>	<b>1 January 2007 4% Increase (\$)</b>	<b>1 January 2008 4% Increase (\$)</b>
		Hourly	Hourly	Hourly	Hourly
General Purpose Hand	Base Rate	\$19.10	\$19.85	\$20.65	\$21.50
	Base Rate + 25% loading	\$23.90	\$24.80	\$25.80	\$26.80