

Registered  
Enterprise Agreement  
Industrial Registrar

# ENTERPRISE AGREEMENT

NO. EA 98/178  
.....

DATE REGISTERED 10-6-98  
.....

PRICE \$ 48-00  
.....

**REGISTER OF  
ENTERPRISE AGREEMENTS**



**ENTERPRISE AGREEMENT NO: EA98/178**

**TITLE: State Transit Authority of New South Wales (Sydney Ferries) Enterprise Agreement 1997**

**I.R.C. NO: 98/2694**

**DATE APPROVED/COMMENCEMENT: 10 June 1998**

**TERM: Expires 5 November 2000**

**NEW AGREEMENT OR  
VARIATION: New. Replaces EA 96/49.**

**GAZETTAL REFERENCE:**

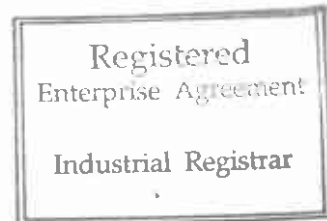
**DATE TERMINATED:**

**NUMBER OF PAGES: 24**

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES: Applies to employees of State Transit Authority of New South Wales (Sydney Ferries) working within the classifications of Ferry Hand (General Purpose Hand).**

**PARTIES: State Transit Authority Of New South Wales -&- The Seamen's Union of Australia, New South Wales Branch**



STATE TRANSIT AUTHORITY OF NEW SOUTH WALES  
(Sydney Ferries)  
ENTERPRISE AGREEMENT 1997



1. Title

This Agreement shall be known as the State Transit Authority of New South Wales (Sydney Ferries) Enterprise Agreement 1997.

2. Arrangement

1	Title
2	Arrangement
3	Application
4	Classifications
5	Operative Date and Duration
6	Parties to the Agreement
7	Agreement Objective
8	Customer Service
9	Communication and Consultation
10	Hours
11	Non Annualised Wage
12	Wages Schedule
13	Overtime Meal Allowance
14	Leisure Leave
15	Employment Levels
16	Engagement and Dismissal
17	Recruitment of Employees
18	Vacant Positions Within Grade
19	Interchangeability of Employees
20	Temporary and Casual Employment
21	Safety
22	Quality Assurance Program
23	Performance Indicators
24	Disputes Resolution
25	Training Flexibility
26	Training
27	Travelling Arrangements
28	State Transit Authority of New South Wales Policies
29	Public Holidays
30	Annual Leave
31	Long Service Leave
32	Drug and Alcohol Policy
33	Reduction, Cessation or Growth in Business
34	Team Based Work Organisation
35	Rosters
36	Protective Clothing
37	Leave Reserved



### 3. Application

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

Registered  
Enterprise Agreement

Industrial Registrar

### 4. Classifications

The classifications covered by this agreement are divided into four streams. The first stream, General Purpose Hand, involves the duties of Deckhand, Wharfhand, Greaser, Gatehand, Shipkeeper and Storepersons. The second stream includes General Purpose Hand Cashier and Cashier/Information Officer. The third stream includes Monitors/Certificated. The fourth stream involves Trainer/Assessors.

A total of five Trainer/Assessors (one revenue, four operations) fifteen Monitors and four Certificated members will be available to work in higher grade classifications under a temporary basis, with selection to be by agreement between the parties.

### 5. Operative Date and Duration

This Agreement will come into effect in all regards from the date of certification by the Industrial Relations Commission of New South Wales and shall remain in force until 5 November, 2000.

### 6. Parties to the Agreement

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

### 7. Agreement Objective

The fundamental objective of this Agreement is to create a framework consistent with the intent of State Transit's Objectives, the parties agree to work to achieve the following goals:

- A. To operate an efficient, safe, and reliable ferry service.
- \* To operate at least as efficiently as any comparable business,
  - \* To maximise the net worth of the States investment in the Sydney Ferries.
  - \* To exhibit a sense of social responsibility by having regard to the interests of the community in which it operates,
  - \* Where its activities affect the environment, to conduct its operations in compliance with the principles of ecologically sustainable development.
- B. Contribute to the long term improvement of State Transit's economic reform in order to reduce the cost of Government to the community in terms of:
- \* financial viability
  - \* the highest standards of customer service
  - \* safety and quality
  - \* process improvement
  - \* employment conditions

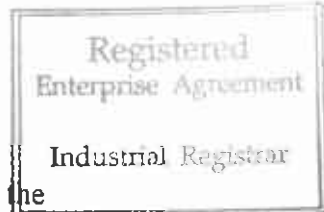
C. Provide social equity that ensures every employee has equal access to service supported by appropriate social policies and programs including:

- \* Greater predicability of working arrangements
- \* Continuity of employment
- \* Enhanced career prospects

D. Establish an environment where there will be better understanding between the Parties:

- \* The company's strategic direction
- \* Customer needs and expectations

E. Preserving and enhancing the State's environment for present and future generations.



## 8. Customer Service

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

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, reliability, frequency and timeliness.

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

To make services more accessible for all passengers.

The Parties are committed to meet the commercial objectives in the Passenger Transport Act.

## 9. Communication and Consultation

Effective communication and consultation are essential in promoting a successful operation. Consultation provides employees with an opportunity to have an input into the decision making process before management decides on changes which may impact upon its employees.

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

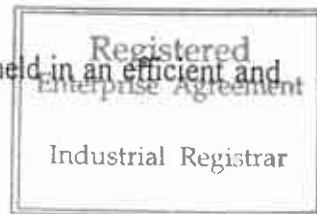
A Consultative Committee shall be established comprising, three management representatives of Sydney Ferries and three employees being elected from the workforce.

By mutual agreement between the parties if any elected representative of the Union needs to be released from their shift or while on their RDO to attend to the implementation during the first

six months of this agreement, then the cost of that coverage, is outside of this agreement.

This committee shall meet at least once per calendar month.

The committee shall agree on procedures to ensure that meetings are held in an efficient and timely manner.



Minutes shall be recorded, agreed and circulated to all employees.

The Consultative Committee will not become involved in industrial issues but should endeavour to avoid them, utilising effective management techniques. Industrial issues which require resolution should be dealt with in accordance with the dispute settling procedure as set out in Clause 24.

The parties should be prepared to put forward considered views in respect of the desired improvements, and how such improvements could be achieved.

## 10. Hours

It is agreed that the ordinary hours of work shall be an average of 38 hours per week.

It is agreed that an annualised wage will apply on the basis that employees will be available to work up to 99 hours per fortnight averaged over a four week period. All hours worked in excess of 198 hours over the four-week period will be paid at the rate prescribed in clause 12 (c).

A working day shall consist of not less than six consecutive hours and not more than eleven consecutive hours except by agreement between the Union and Sydney Ferries.

An employee shall have a break of at least ten hours between shifts, unless otherwise agreed between Sydney Ferries and the Union.

All employees shall be given a crib break of twenty minutes for the purpose of having a meal, not less than two hours and not more than five hours after the commencement of their shift and within each subsequent five-hour period. Provided that adequate facilities are contained on each of the vessels, employees may take a crib on board while the vessel is moored. Manly conventional ferries are exempt from this clause.

Teams will be responsible for the provision of appropriate employees for operational coverage due to absenteeism. Sydney Ferries will provide the appropriate technical support to the elected monitors of each group.

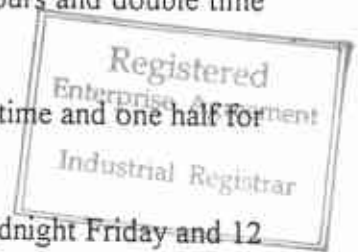
Employee responsibilities and standards will be developed through consultative process and shall be finalised within six months of certification of this Agreement.

The annualised wage covers all work (as per Appendix E) except that provided for in Clause 12(d)(e).

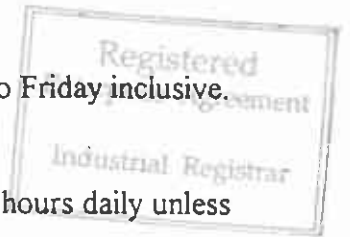
## 11. Non Annualised Wage

Where it is decided the annualised wage is not to apply due to circumstances prescribed in sub-clause 12 (h), the following is to apply:-

- (i) All time worked in excess of 11 hours on any shift except where otherwise agreed between the Union and State Transit, shall be paid at the rate of double time. All time worked in excess of 80 hours in a fortnight, or 44 hours in a week shall be paid at the rate of time and one half for the first two hours and double time thereafter. Provided that all time worked before the ordinary starting time or after the ordinary finishing time shall be overtime paid at the rate of time and one half for the first two hours and double time thereafter.
- (ii) All time worked on a rostered day off shall be paid for at the rate of time and one half for the first two hours and at the rate of double time thereafter.
- (iii) All time worked during the ordinary hours of labour between 12 midnight Friday and 12 midnight Saturday shall be paid for at the rate of time and one half.
- (iv) All time worked on a Saturday on which the employee has been rostered off, double time shall be paid.
- (v) All time worked on a Sunday shall be paid for at double rates in addition to their ordinary week's wages.
- (vi) An employee recalled to work overtime after leaving their employer's premises, whether notified before or after leaving such premises shall be paid for a minimum of six hours work, at the appropriate rate for each time they are recalled. Provided that when an employee is required to, outside their ordinary working hours or shifts, to shift a vessel or vessels to a safe mooring owing to weather or other conditions they shall be paid for such time at overtime rates with a minimum of four hours at such rates for such call out.
- (vii) Employees who have worked overtime shall not be required to commence a new shift until they have had a break of at least ten hours, unless otherwise agreed between the Union and State Transit.
- (viii) In the payment of overtime, calculations shall be made to the next half of an hour, excepting overtime incorporated in fixed rosters.
- (ix) **Night and Shift Rates**
- (a) Employees engaged on day shift shall be paid a shift allowance of 10 per cent more than their ordinary rate of pay. Provided that an employee who works on an afternoon or night shift shall be paid a shift allowance of 15 per cent more than their ordinary rate of pay. Such shift allowance of 10 per cent and 15 per cent more than the ordinary rate of pay shall be paid for work performed on the appropriate shift on a Saturday, Sunday or Public Holiday. Such rates shall be calculated weekly to the nearest 5 cents and any broken part of 5 cents in the result not exceeding 2 cents shall be disregarded.
- (b) "Day Shift" means any shift commencing before 6.30 a.m.
- (c) "Afternoon Shift" means any shift finishing after 6.00 p.m. and at or before midnight.
- (d) "Night Shift" means any shift finishing subsequent to midnight and at or before 8.00 a.m.



- (e) Broken shifts may be worked by arrangement between the employer and the Union. Provided that any employee who works a broken shift shall be paid at the rate of 13 and three quarter per cent of their total daily rate in addition to their ordinary daily rate of pay.
- (x) **Broken Shift Working**
- (a) 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.
- (b) All broken shifts shall be worked within a spread of thirteen hours daily unless otherwise agreed between the Union and State Transit.



## 12. Wages Schedule

The parties agree to the introduction of an annualised wage. This wage includes the base wage and overtime up to 19 hours per fortnight averaged over four weeks covering all work performed by employees up to the time of certification of this agreement. (as per Appendix E) Allowances applicable for meal and travel are not included.

Employees shall be paid the appropriate rate set out below (but not apply to annual leave accrued to date of certification of this agreement).

The introduction of any new work will follow after discussion with the employees and the union.

The following annual wage schedule and associate base rate shall apply from the first pay period commencing after the date of certification.

(a) **Effective Date**

Date of Certification	<u>4th Stream</u> Trainer/ Assessor	<u>3rd Stream</u> Monitor/ Certificated	<u>1st/2nd Stream</u> GPH/ Cashier, Information	Base Rate
	Per Annum \$	Per Annum \$	Per Annum \$	Per Week
01.05.1998	53,889	53,231	52,565	\$547.60
04.11.1998	55,335	54,659	53,976	\$563.50
01.05.1999	56,781	56,088	55,389	\$579.90
04.11.1999	58,228	57,517	56,802	\$596.70
01.05.2000	59,674	58,946	58,215	\$614.00
	61,122	60,376	59,630	\$631.80

The second and subsequent increases provided for in this clause are based on savings identified in Appendix A.

- (b) With the exception of circumstances prescribed in sub-clauses (d) and (e) herein, all employee payments relative to all Sydney Ferries operations (as per Appendix E) are included in these rates.

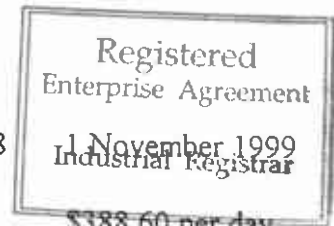


(c) Employees required to work in excess of the hours prescribed in Clause 10, Hours, will be paid at the rate of double time of the appropriate Base Rate for the total time worked. Employees shall receive a fortnightly payment based on the annual wage specified in sub-clause (a) above.

(d) Outside Cruise Rates:

(i) Date of Certification 1 November 1998

Monitor	\$365.00 per day	\$379.10 per day	\$388.60 per day
GPH	\$360.80 per day	\$374.10 per day	\$383.50 per day



(ii) Employees shall be paid a meal allowance of \$14.00 per day.

(iii) All deck crews shall be paid an allowance of \$34.25 per trip clean up money.

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

(f) The ordinary, weekly rate of pay for workers compensation shall be the appropriate Base Rate applicable.

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.

(g) The annualised wage will not apply to payments made as a consequence of resignation retirement, voluntary severance or involuntary termination for any accrued entitlement prior to the date of certification of this Agreement. The rate applicable will be the base rate.

(h) Should the overtime worked each month exceed 50 hours in total for two consecutive months, payments shall revert to the base rate applicable prior to the current rate, plus overtime and allowances, and will remain at this base rate to allow further discussions between the parties on the future base rate.

### 13. Overtime Meal Allowance

All employees required to work overtime one hour and one half before their normal starting time and after their normal ceasing time shall be supplied with a suitable meal or shall be paid the sum of \$7.20 for the first meal, \$7.20 for the second meal and \$7.20 for each subsequent meal after each further four hours of overtime.

### 14. Leisure Leave

The hours worked in excess of thirty eight hours per week shall be accrued leisure time to be cleared by a rostering arrangement each twenty week cycle.

## 15. Employment Levels

The number of permanent full time employees employed at the date of the certification of this Enterprise Agreement shall be 207.

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

A temporary employee will be engaged where an employee is absent for more than two weeks on sick leave or workers compensation or immediately, upon notification where an employee notifies management that they will be off work for longer than two weeks on sick leave or workers compensation.

## 16. Engagement and Dismissal

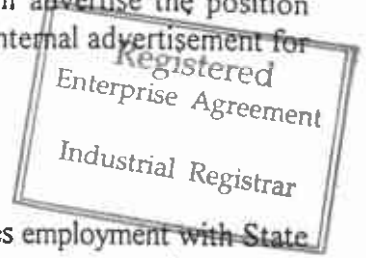
- (a) All employment shall be by the fortnight and such employment may be terminated by a fortnight's notice given on any day by the employer or by the employee or by the payment or forfeiture of one fortnight's wages in lieu of notice.
- (b) This clause shall not affect the right of the employer to dismiss an employee, without any notice, for misconduct or refusal of duty.
- (c) All matters relating to the discipline of employees shall be in accordance with the policy of State Transit Authority of New South Wales (Sydney Ferries).

## 17. Recruitment of Employees

State Transit 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 internally and/or externally for applicants for employment subject to the following conditions:-

- (i) State Transit acknowledges the right of the Union to coverage of employees paid in accordance with this agreement.
- (ii) **Employment of Casuals.** It is accepted that State Transit from time to time requires the use of casual employees. As part of the process it is a requirement that all casual employees to be engaged will undertake a selection process as determined by State Transit, in order to determine suitability for employment. To ensure sufficient numbers of suitable casual employees are available the Union will be involved in the process of maintaining a current register of suitable casual employees. These employees will be required to rotate on an "as required" basis to ensure on the job training and skill level is maintained. This register will be subject to ongoing review to ensure demand for suitable casual employees can be met. To this end the Union will utilise their facilities to provide to State Transit if required, details of the availability of persons for casual employment who have been deemed by State Transit to satisfy the required standards suitable for the positions.
- (iii) **Selection Process.** The procedure for hiring persons for future employment including permanent and casual staff will be by way of appropriate selection process and panel as determined by State Transit merit selection policy. The employee representatives selected will be required to undertake and complete appropriate training in selection techniques and procedures. The Union will be consulted in respect of the employees selected.

- (iv) **Advertising of Positions.** At the time of it being determined by State Transit that a vacancy exists and recruitment is required, State Transit will advertise the position internal and/or externally and will provide the Union with the internal advertisement for information purposes.
- (v) **Probationary Period.**
- (a) Any employee covered by this agreement who commences employment with State Transit will be on probation for a period of six months from the date of commencement of employment.
- (b) During the probation period the performance of the employee will be reviewed by State Transit and the employees' services may be terminated by two week's notice at any time should his/her performance be considered unsatisfactory by State Transit.
- (c) At the end of the probation the employee will be informed in writing by State Transit as to whether his/her employment has been satisfactory and/or receipt by the employee of such a notice will also confirm his/her continued employment with State Transit from the completion of the probationary period.
- (vi) **Matters to be addressed between the parties:**
- (a) The parties agree to develop and implement new and appropriate Position Descriptions for all positions covered by this agreement.
- (b) The parties agree to develop new advertisements containing the appropriate essential and desirable criteria.
- (c) Development of a relevant timetable component for the psychometric testing.
- (vii) This clause is the subject of a review by the parties, the outcome of which will have application for all employees covered by this agreement. This review is to be completed within (3) three months of certification



## **18. Vacant Positions within Grade**

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

## **19. Interchangeability of Employees**

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

## 20. Temporary and Casual Employment

### Casual Employee

A casual employee will mean an employee engaged in a classification for a period of not less than one week and not more than four weeks. The exception being revenue and ticket selling facilities at Circular Quay, Darling Harbour, Parramatta and Manly, where engagement can be on a daily basis on weekends, Public Holidays, School Holidays and other times agreed between the parties.

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

### Temporary Employee

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

## 21. Safety

(a) The Parties agree to the following:

Review Sydney Ferries Safety System

All employees, existing, new, temporaries and casuals, are to complete an accredited safety induction course.

Continued participation in the OHS&R Committee.

Implementation of regular safety audits with published results.

To maintain the highest standards of safety.

The Parties agree to commence immediate implementation of these arrangements.

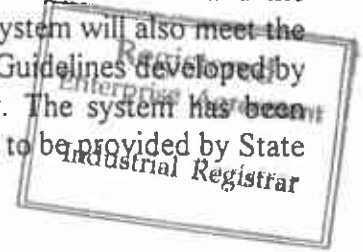
## 22. Quality Assurance Program

The parties agree to the introduction and continuation of quality management to provide quality of service and a quality product. This will involve a program and philosophy of continuing co-operation, consultation and communication with all employees and include the following key components:-

- ◆ implementation and adherence to the procedures of quality standards to achieve Total Quality.
- ◆ the involvement of all employees.
- ◆ the principle of continuous improvement.
- ◆ consultation amongst employees in work areas to improve quality of work.
- ◆ recognition by all parties satisfying the customer is the single most important objective.
- ◆ clear communication of all employees in order to achieve required level of quality.
- ◆ provision of appropriate training to employees in order to achieve quality.
- ◆ encouragement of employee involvement in decision making and contributing to progressive changes related to their workplace.

## Occupational Health, Safety and Rehabilitation System

One such quality system is associated with Occupational Health, Safety and Rehabilitation. It is agreed between the parties to work together to achieve an effective implementation of the system and an ongoing commitment to meet the requirements associated with the quality system. It has been designed to meet the obligations of the Workers Compensation Act of 1987 and the Occupational Health and Safety Act of 1983. In addition the quality system will also meet the prescriptions of the Quality OHS&R System Model and System Audit Guidelines developed by the NSW Self Insurer's Association and the WorkCover Authority. The system has been developed to the AS9001 Standard. Feedback on quality performance is to be provided by State Transit to the Consultative Committees.



### 23. Performance Indicators

The agreed performance indicators, together with performance indicators contained in Appendix "B" of this agreement will measure performance and the parties will introduce initiatives to bring about improvements. The indicators to be applied will include:

- Service
  - Financial performance
  - Productivity
  - Efficiency and waste removal Quality
  - Work organisation
  - Safety.
- (See Appendix B )

### 24. Dispute Resolution

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

- Step 1. Employees or the union representatives should contact the relevant supervisor in the first instance. The supervisor must commence to deal with the dispute as quickly as possible.
- Step 2. If the dispute is unresolved, the employees or union Official must approach the Operations Manager to resolve the dispute. Where the grievance has employee relation implications, the Operations Manager should seek the advice of the Employee Relations Manager.
- Step 3. At this point, if the dispute remains unresolved, it should be referred to the Business Manager, Sydney Ferries.
- Step 4. Either party must refer the dispute to the NSW Industrial Relations Commission at any time.

## 25. Training Flexibility

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

Training to take place during ordinary hours.

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

Training is to facilitate the courses outlined in Appendix C.

All training is to be programmed to minimise any disruption to Sydney Ferries operations and employees rostered leave.



## 26. Training

### Objective

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

The principle is subject to the following:

- (a) Sydney Ferries will have the right to select employees at the point of promotion based on its assessment of the ability and potential of an employee to perform in a higher classification.
- (b) Sydney Ferries undertakes to advise the Union of what its needs are so that all understand those needs.
- (c) Progression through the career path will be dependant on an employee not only successfully completing skills training but also maintaining a genuine level of interest in obtaining higher skills and showing a commitment to Sydney Ferries.
- (d) The career path will not be used to diminish skill and/or qualifications levels.
- (e) The existence of this career path will not limit the right to externally recruit Masters and Engineers.

### *Implementation of a Career Path*

- (a) Upon the signing of this Agreement by all parties, there shall be discussions between the parties regarding:
  - \* The definition of a career path within Sydney Ferries.
  - \* The establishment of a performance appraisal system to assist in the selection of employees for career path progression.
  - \* The establishment of suitable career path guidelines.

- (b) Upon agreement by all parties, the results of the discussions will be implemented.
- (c) There shall be a reasonable time for the discussions referred to in (a) above to achieve agreement, which shall not be less than 6 months from the time of signing this Agreement.

### *Paid career path training*

Employees will have access to paid training time subject to:

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



Any reference to training in this clause shall be taken to also refer to retraining.

### *Accumulation of leave while on paid career path training*

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

### *Career path training cost*

- (a) Where an employee undertakes a course of the approved company training program all reasonable costs associated with the course will be paid.
- (b) Where an employee on their own initiative undertakes a course that is non-approved but relevant to employment within Sydney Ferries, they can request the financial assistance of Sydney Ferries for that course.
- (c) Financial assistance, if given, shall be limited to tuition fees, examination fees and reference material required for the course, and at the discretion of the Sydney Ferries other costs as are fair and reasonable and agreed prior to the commencement of the course.

## **27. Travelling Arrangements**

- (a) Employees who are required to work, commencing or finishing between midnight and 5 am, both times inclusive, shall be provided with a conveyance by the employer.
- (b) If the transport provided is a taxi, the limit of transportation shall be that determined by the NSW Taxi Council definition of the Metropolitan Taxi District, as determined from time to time. The boundaries as currently defined as Otford in the south,

Brooklyn in the North, the Nepean River in the west and a straight line drawn from Penrith to Camden to cover the south west boundary.

- (c)
- (i) If employees are required, in the future, to commence duty at a place other than their normal starting location at Circular Quay, Balmain or Manly then appropriate discussions shall take place between the Union and State Transit Authority of New South Wales (Sydney Ferries).
  - (ii) The parties agree to discuss travel arrangements for existing employees required to start at Manly. This will include the existing Rose Bay Ferry Hands.



## 28. State Transit Authority of New South Wales Policies

The following policies of the State Transit Authority of New South Wales shall apply to the employees covered by this agreement. Copies of these policies will be available for employees to view at the Operations Section of the managements office.

Sick Leave Provision  
Long Service Leave  
Bereavement Leave  
Annual Leave  
Carers Leave  
Staff Presentation  
Code of Conduct  
Paternity Leave

## 29. Public Holidays and Annual Leave

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

## 30. Annual Leave

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

## 31. Long Service Leave

Employees wishing to take Long Service Leave must make their application in writing a minimum of four weeks prior to the desired date for approval to be considered. The minimum period for Long Service Leave is four weeks.

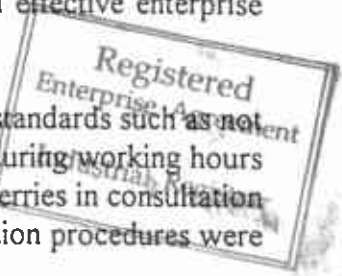
Long Service Leave accrued from the date of certification of this agreement shall accrue at the Aggregate Wage rate.



### **32. Drug & Alcohol Policy**

To facilitate a positive and conscientious attitude to improving working conditions and safety, the parties to the agreement place utmost importance on the role of an effective enterprise Occupational Health and Safety Committee.

It is expressly stated in this agreement that breaches of required OHS&R standards such as not wearing the correct safety apparel or the consumption of alcohol or drugs during working hours or being affected by alcohol or drugs will be dealt with swiftly by Sydney Ferries in consultation the Union in an appropriate disciplinary manner having regard to rehabilitation procedures were relevant.



### **33. Reduction, Cessation or Growth in Business**

The Parties have entered into this Agreement in the expectation that current levels of operation and business of Sydney Ferries will remain substantially unaltered for the term of this Agreement.

If circumstances affecting Sydney Ferries operation or business lead to the reduction, cessation or growth of the business, the Sydney Ferries and the Union shall confer in order to resolve any issues that arise from those changes in circumstances. The parties shall endeavour to resolve such issues in accordance with the dispute settlement procedure in this Agreement.

### **34. Team-Based Work Organisation**

The Parties are committed to building teams, both vessel and land based, which are:

- Productively employed and perform tasks in accordance with their skills.
- Able to have direct input into the planning, organising, and evaluating of their work.
- Responsible for achieving and improving safety standards.

Team based work organisation shall be discussed at the Consultative Committee to further develop the team concepts contained in Appendix D of this Agreement. A suitable report will be provided for employees.

The Master of each vessel is responsible for the efficient functioning of the vessel and the monitoring of the performance of the crew.

### **35. Rosters**

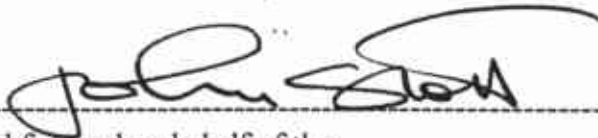
Except in the case of an emergency, State Transit shall prepare a roster showing the ordinary starting times and finishing times of employees and such rosters shall be posted in time to give employees at least seven days notice of their rostered work.

### **36. Protective Clothing**

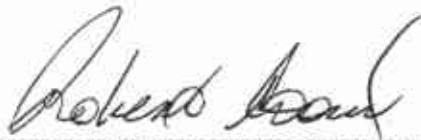
Protective clothing to be supplied by agreement between State Transit and the Union.

### 37. Leave Reserved

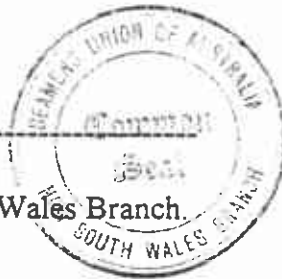
The parties agree that following the decision of the Full Bench of Industrial Relations Commission New South Wales on the matter of part-time employment, as raised by the NSW Labour Council, to consider the introduction of part-time employment within the Revenue Section.



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



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

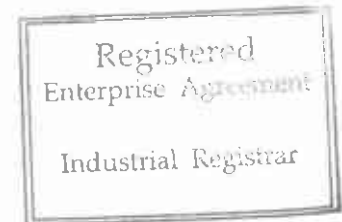


## APPENDIX A

Measurable cost efficiencies over the three years which will assist in providing funds for payment of increased wage rates include:

- \* Removal of temps to cover employees on rehabilitation - \$143,850 average \$695
- \* Savings are based on a component of monies saved on working public holidays - \$1,606,027 average \$7796
- \* Training coverage- \$608359 average \$2953
- \* Reduction of absenteeism by - \$1,338,390 average \$6497
- \* Additional revenue from outside cruises- \$85000 average \$412

The parties agree to review the amount of overtime paid in excess of the average 99 hours, required to be worked every calendar month, for the first six months of the agreement.



# APPENDIX B

## KEY PERFORMANCE INDICATORS

1. Staff safety - Number of lost time injuries.
2. Number of passenger injuries/incidents
3. On time running.
4. Service reliability.
5. Delivery of customer service as specified in the guarantee of service.
6. Meeting budget expenditure targets relative to the employees' control.
7. Response to variations in demand ie: extra trips (as per appendix E)
8. Number of passenger complaints concerning staff performance and behaviour.



## APPENDIX C

1. First Aid two days per employee.
2. Work Cover legislative required courses two days per employee.
3. Trade union awareness courses
4. Four employees to complete train the trainer courses.
5. Four employees to complete trainee assessor courses.
6. Thirty employees to complete Service to Customers courses (Tourism Itab)

Registered  
Enterprise Agent  
Industrial Registrar

## APPENDIX D

Group "A"	Crew No's	Relief No's
-----------	-----------	-------------

Team 1:	Golden Grove Supply	6	1
Team 2:	Fishburn Friendship	6	1
Team 3:	Scarborough Charlotte Herron	6	1
Team 4:	Alexander Northcott 6/2 + 6/2 + 7/4 + 12/8 Spares	7	1.1666
Team 5:	Street Stand By	6	1

<b>Group Totals:</b>	31	5.1666
----------------------	----	--------

Group "B"	Crew No's	Relief No's
-----------	-----------	-------------

Team 6:	Wharf 2 Gate and Wharf/Hands including Zoo Wharf Hand	6	1
Team 7:	Wharf 4 Gate/Wharf / 2 DOR	9	1.5
Team 8:	Wharf 5 Gate/Wharf / DOR	7	1.1666

<b>Group Totals:</b>	22	3.6666
----------------------	----	--------

Group "C"	Crew No's	Relief No's
-----------	-----------	-------------

Team 9:	Freshwater	8	1.333
Team 10:	Queenscliffe	8	1.333
Team 11:	Narrabeen	8	1.333
Team 12:	Blue Fin / DOR	8	1.333
Team 13:	Sir David Martin	6	1.

<b>Group Totals:</b>	38	6.333
----------------------	----	-------

## APPENDIX D

Group "D"		Crew No's	Relief No's
Team 14:	No. 3 Wharf - Gate/Hands including No.2 Jetcat Pontoon	10	1.666
Team 15:	Manly Wharf - Gate - Pontoon/Hands	13	2.1666
<b>Group Totals:</b>		23	3.8333

Registered  
Enterprise Agreement  
Registrar

Group "E"		Crew No's	Relief No's
Team 16:	Ship Keepers Balmain	4	0.666
Team 17:	Night Cleaners / Shipkeepers Quay	6	1
<b>Group Totals:</b>		10	2

Group "F"		Crew No's	Relief No's
Team 18:	Rivercats (Parramatta and Rosebay)	12	2
<b>Group Totals:</b>		12	2

Group "G"		Crew No's	Relief No's
Team 19:	AFC Maintenance OP's / Revenue Cleaners Store Person	7	1.1666
<b>Group Totals:</b>		7	1

## APPENDIX D

<b>Group "H"</b>	<b>Crew No's</b>	<b>Relief No's</b>
------------------	------------------	--------------------

Team 20:	Circular Quay Revenue	10	2
Team 21:	Information Office/Darling Harbour Cashiers, GPH Cashiers	18	3
Team 22:	Manly Revenue	6	1

<b>Group Totals:</b>	<b>34</b>	<b>6</b>
----------------------	-----------	----------

<b>Totals</b>	<b>Crew No's</b>	<b>Relief No's</b>
---------------	------------------	--------------------

<b>Group Totals</b>	<b>177</b>	<b>30</b>
---------------------	------------	-----------

<b>Total Staff:</b>	<b>207</b>
---------------------	------------

Registered  
Enterprise Agreement  
Industrial Registrar



## APPENDIX E

Annualised wages provided for in Clause 12, includes services and work associated with the following:-

### TIMETABLE

Balmain and Woolwich  
 Rose Bay/ Watson's Bay  
 Mosman  
 Taronga Zoo  
 Manly Ferry and JetCat  
 Darling Harbour  
 Parramatta  
 Neutral Bay

### EFFECTIVE DATE

9 September, 1996  
 4 August, 1997  
 9 September, 1996  
 9 March, 1997  
 9 March, 1997  
 12 October, 1996  
 6 December, 1997  
 9 September, 1996

- Cruise the Harbour
  - Morning - two and one hour cruises
  - Afternoon - one, two and one half hour cruises.
  - Evening - one, and one and a half hour cruises.
  
- Monthly union meeting.
  
- Charters                      60 in total per calendar year.
  
- Parramatta                      Wharf Hand for 12 weeks school holidays, with consultation between the parties.
  
- Extra JetCat                      12 weeks school holidays on Friday and Saturday nights.
  
- RiverCat                          12 weeks school holidays - one back up service.
  
- Extra Zoo Trips                      12 weeks school holidays (with consultation)
  
- New Years Eve:-                      Extra services to Manly until 0230 hours plus ancillary services.
  
- As required                          Extra services on Inner Harbour until 0230 hours plus ancillary services.
  
- Extra Gatehand on wharves 3, 4 and 5 (transfer from jetty 2 and night cleaners).
  
- Mardi Gras                          Additional Inner Harbour, Manly and ancillary services as required until 2400 hours.
  
- Watsons Bay                          Wharfhand 16 Sundays. (With consultation)
  
- No.2 Gate                              Extra Gatehand 12 weeks school holidays (currently covered by broken shift).



- No.5 Gate                    Extra Gatehand 12 weeks school holidays (currently covered by broken shift).
- Boxing Day                Extra Gatehand number 3 Jetty.
- Vessel trials                As required with consultation.
- RiverCat training        As required with consultation.
- Interview panels
- Manly wharf                (as required with consultation in conjunction with other areas nominated above)
- Beaches                    16 weekends/or 32 days (as required with consultation)

To meet customer requirements it may be necessary for the timetables and shifts times to be changed. If this should occur such work is to be within the average hours of 90.2 per fortnight.

Where the alterations are of significance they are to be treated in accordance with sub-clause 33.

