

**REGISTER OF  
ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO:** EA10/17

**TITLE: State Transit Authority Division of the Government Service  
Newcastle Ferry Masters Enterprise Agreement 2009**

**I.R.C. NO:** IRC10/243

**DATE APPROVED/COMMENCEMENT:** 15 April 2010 / 1 January 2009

**TERM:** 24

**NEW AGREEMENT OR  
VARIATION:** New.

**GAZETTAL REFERENCE:** 25 June 2010

**DATE TERMINATED:**

**NUMBER OF PAGES:** 39

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES:** The agreement applies to all employees employed by State Transit Authority Division of the Government Service located at 219 - 241 Cleveland St. Strawberry Hills NSW 2010, who falls within the coverage of the Port Services Award 1998.

**PARTIES:** State Transit Authority Division of the NSW Government Service -&- the Australian Maritime Officers' Union of New South Wales

# STATE TRANSIT AUTHORITY DIVISION OF THE GOVERNMENT SERVICE NEWCASTLE FERRY MASTERS ENTERPRISE AGREEMENT 2009

## PART A

### SECTION 1 - APPLICATION AND OPERATION OF AGREEMENT

#### 1. Title

This Agreement shall be known as the "*State Transit Authority Division of the Government Service Newcastle Ferry Masters Enterprise (State) Agreement 2009*" ("the Agreement")

#### 2. Arrangement

##### Section 1 - Application and Operation of Agreement

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### 3. Definitions and Explanations

- 3.1 **Bay, harbour or river vessel** means any vessel which is mainly used in water where the Navigation Act, 1912 of New South Wales or as amended, or any applicable State enactment does not require a ship to be provided with a Master duly certificated for a higher grade than that of a river and bay ship, or a harbour and river vessel, or of a similar ship or vessel.
- 3.2 **Double time** means twice the ordinary hourly rate.
- 3.3 **AMOU** means the Australian Maritime Officers Union.
- 3.4 **Employer** means State Transit Authority Division of the Government Service.
- 3.5 **State Transit or State Transit Authority** means State Transit Authority of New South Wales
- 3.6 **Employee** means any person who is employed by the State Transit Authority Division of the Government Service upon any of the work prescribed by this Agreement.
- 3.7 **Master** means an employee having the command, charge or management of a vessel.
- 3.8 **Ferry service** means ferry service/s operated by Newcastle Bus and Ferry Services of State Transit.
- 3.9 **Engineer** means an employee who is qualified under any statute or regulation of the Commonwealth or of a State to be in charge of the machinery of a vessel.
- 3.10 **Ordinary rate** means the weekly base rate prescribed in Part B, Table 1 of this Agreement.
- 3.11 **Hourly rate** means 1/38th of the sum referred to in the Ordinary Rate of this clause.
- 3.12 **Afternoon shift** shall mean any shift terminating subsequent to 6.00 p.m. and at or before midnight.
- 3.13 **Night shift** shall means any shift terminating subsequent to midnight and at or before 8.00 a.m.
- 3.14 **Month** means calendar month.
- 3.15 **Commission or Industrial Relations Commission** means the Industrial Relations Commission of New South Wales.
- 3.16 **Vessel** means ferry and/or passenger vessel.

- 3.17 **Passenger** means every person carried on a vessel other than the Master or crew.
- 3.18 **Union** means the Australian Maritime Officers Union.
- 3.19 **Act** means the New South Wales Industrial Relations Act of 1996 or as amended from time to time.
- 3.20 **Treble time** means three times the ordinary hourly rate.
- 3.21 **Time and a half** means 1.5 times the ordinary hourly rate.
- 3.22 **Double time and a half** means 2.5 times the ordinary hourly rate.

#### 4. Objectives

- 4.1 The NSW Government has specified the following major priorities for State Transit, Newcastle Ferries:
- 4.1.1 Operate efficient, safe and reliable ferry services.
- 4.1.2 Be a successful business and to this end:
- (i) operate efficiently as any comparable business; and
  - (ii) maximise its net worth.
- 4.1.3 Exhibit social responsibility to its employees and the public by having regard to the interests of the community in which it operates
- 4.1.4 Conduct its operations in compliance with the principles of ecologically sustainable development.
- 4.1.5 Exhibit a sense of responsibility towards regional development and decentralisation.
- 4.2 In the furtherance of these priorities, the parties are committed to the adoption of, and acknowledge the existence of, the following objectives and principles:

The provision of a quality ferry service that is responsive to the requirements of customers and is characterised by its:

- (i) reliability;
- (ii) flexibility; and
- (iii) cost effectiveness.

- 4.3 Seeking to secure State Transit, Newcastle Ferries long-term viability by improving service efficiency and its financial position.
- 4.4 Acknowledgment of the need for continuous change and reform and a commitment to positively and constructively support initiatives designed to improve service efficiency and State Transit, Newcastle Ferries financial position.
- 4.5 The creation of a work environment which will encourage and support a skilled and committed workforce.
- 4.6 The prevention of industrial disputes.
- 4.7 Improving communication between all employees.
- 4.8 Enhancing consultation between all employees.
- 4.9 Customer Service - Improving Customer Satisfaction
- 4.10 It is agreed that Newcastle Ferries are in the passenger transport business. To satisfy customers, there are five main aims:
- (i) To deliver a service that reflects the needs of customers.
  - (ii) To operate with excellent safety standards for the benefit of passengers, staff, the general public and their property.
  - (iii) To provide services that meet high standards of cleanliness, reliability, frequency and timeliness.
  - (iv) To provide customers with complete, easily understood and up to date service information.
  - (v) To make services more accessible for all passengers.
- 4.11 To meet the objectives of the Passenger Transport Act, customer service requires improvement. The steps required to create good customer service are:
- (i) Defining who the customers (internal and external) are,
  - (ii) Identifying the needs of the customer and supporting those needs,
  - (iii) Ensuring that employees attend appropriate customer service training.

## **5. Anti Discrimination**

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

## **6. Area, Incidence and Duration**

- 6.1 This Agreement shall be binding on the State Transit Division of the Government Service, Australian Maritime Officers' Union and all employees whose classification is listed in Part B Table 1 of this Agreement and replaces in their entirety, all previous Certified Agreements previously binding on the parties.



6.2 This Agreement replaces the following Agreements :-

State Transit Authority of New South Wales Ferry Operations (Sydney and Newcastle) Australian Maritime Officers Union Enterprise Agreement 1999;

State Transit Authority of New South Wales Ferry Operations (Sydney and Newcastle) Australian Maritime Officers Union Enterprise Agreement 2001 – 2003;

State Transit Authority of New South Wales Newcastle Ferry Operations Australian Maritime Officers Union Enterprise Agreement 2004 and

State Transit Authority Division of the Government Service Newcastle Ferry Masters Enterprise Agreement 2008.

6.3 This Agreement is to be read in conjunction with the Port Services Award 1998. Where there is a conflict between the Award and this Agreement, this Agreement will prevail.

6.4 This Agreement shall commence on a 1 January 2009 and shall expire on 31 December 2011.

## **7. No Extra Claims**

7.1 During the term of this Agreement neither the employees, the AMOU nor State Transit Authority will pursue any extra claims.

7.2 This No Extra Claims Clause will not operate, to the extent of any agreement that may be reached between the parties to this Agreement, or between State Transit Authority and Unions, New South Wales, regarding arrangements for any special events that will occur during the term of this agreement.

## **8. Leave Reserved**

8.1 Leave is reserved for the parties during the term of this Agreement, by agreement to enter into discussions concerning the following matters:

8.1.1 when any vessel is materially changed or a new vessel is introduced into the employers service, leave is reserved to discuss the matter and, if agreement is reached, for the Agreement to be varied accordingly. Failing such an agreement either party shall have liberty to apply to the Industrial Relations Commission to resolve the matter and the Agreement shall be so varied.

8.1.2 severance and redundancy entitlements;

- 8.1.3 in relation to the manning of vessels, leave is reserved to the parties to apply as they may be advised.
- 8.1.4 compensation for loss of certificate of competency.
- 8.1.5 should a Navigation Department, either State or Federal, change the certificate structure currently applicable to employees covered by this agreement, leave shall be reserved to the AMOU to discuss the matter with the employer and, if no agreement is reached, to apply to vary the Agreement

## **SECTION 2 – EMPLOYMENT RELATIONSHIP**

### **9. Communication and Consultation**

- 9.1 The parties agree that effective communication and consultation is essential in promoting a successful operation. Consultation provides employees with an opportunity to provide input into the decision making process on actions affecting them.
- 9.2 Information sharing will be achieved through formal and informal means, such as presentations, newsletters and other appropriate avenues.
- 9.3 The elected Workplace Council representative will be the elected AMOU delegate of Newcastle Ferries.
- 9.4 A Workplace Council will be maintained to create a direct link between AMOU, employees covered by the Agreement and Management. The purpose of the Workplace Council will be to facilitate:
- (i) Open discussions and maintain an exchange of views between the AMOU Workplace Council representative and management.
  - (ii) Monitor the implementation of this Agreement.
  - (iii) Implement measures to further the Objectives of this Agreement.
  - (iv) Introduction of new systems and technology.
  - (v) The development of productivity and safety improvements.
  - (vi) Any other agreed matter that the parties wish to discuss.
- 9.5 The Workplace Council representative shall meet with management on a regular basis or as determined between the parties.
- 9.6 The Workplace Council representative may also take an active part in other consultative committees, at Newcastle Ferries.

### **10. Permanent Full Time Work**

Employment shall be by the week.

## 11. Permanent Part Time Work

- 11.1 While there is a preference to maximise full time work, the parties acknowledge that there may be a need to utilise part time work to satisfy operational needs and statutory obligations.
- 11.2 Where the working hours for a part time position exceed 60% of the average working hours for a full time position in that area, the parties agree to discuss any justification for the position to be full time.
- 11.3 A part time employee shall mean an employee who is engaged on a regular number of hours, which are less than the total minimum rostered hours for any shift in an area over a six week cycle.
- 11.4 A working day shall consist of not less than four consecutive hours and not more than twelve consecutive hours.
- 11.5 Prior to commencing part time work State Transit will advise the employee of the hours to be worked, the days upon which they shall be worked and the commencing times for the work.
- 11.6 Part time employees will be paid on a pro rata basis under the Aggregate Wage arrangement. The pro rata will be calculated as a ratio of the average rostered hours in the area against the actual hours worked in the part time position.
- 11.7 Agreements to work part time may stipulate the duration of the part time employment.
- 11.8 A part time employee will be subject to the call in system under the Aggregate Wage arrangement.
- 11.9 When called in, a part time employee will be credited with the actual hours worked multiplied by the ratio between the average rostered hours in the area and the actual hours worked. The additional adjusted hours will be used only for the purpose of establishing employees' positions on the call list, if a list is required.
- 11.10 A part time employee shall receive all conditions prescribed by this Agreement on a pro rata basis as defined in clause 11.6.
- 11.11 A change to full time employment from part time employment or to part time employment from full time employment shall not constitute a break in continuity of service.
- 11.12 Permanent part time employee will not have an automatic entitlement to transfer to full time work, but may apply for a vacant permanent full time position and will be considered on the same basis as employees on the Non Permanent List. Suitability and length of service will be used to compete for the position with other part time and non-permanent employees.

## **12. Casual Employment**

Employment shall be by the day.

- 12.1 Employment shall be by the day and casual employees shall be engaged on a minimum of 3 hours call in.
- 12.2 Employment of casuals shall be subject to the operational needs of Newcastle Ferry Services.
- 12.3 Payment shall be in accordance with the base rates contained in Attachment A; plus a loading of 20% in lieu of all leave, excepting long service leave.
- 12.4 Casuals shall not be entitled to payment of public holidays, or other paid holidays, not worked, which full time employees are entitled.

## **13. Job Share Arrangements**

- 13.1 Job sharing is a form of part time employment where more than one employee shares all the duties and responsibilities of one job.
- 13.2 Job sharers shall receive pro rata pay and conditions in proportion to the rostered hours worked by each job sharer.
- 13.3 Job sharing shall be entered into by agreement between State Transit and the employees concerned. State Transit and the job sharers shall agree on the allocation of duties between the job sharers.
- 13.4 In the event of a job sharer vacating the job, State Transit will review the job and shall consider filling the vacant portion of the job under a job sharing arrangement or returning the job to a full time position.
- 13.5 If a job is returned to a full time position the remaining job sharer will be offered the full time position.
- 13.6 An employee who enters into a job sharing arrangement will not have by choice an automatic right of return to a full time position. Access to a full time position will depend on available vacancies and the employee applying for the vacant position within the normal selection process.
- 13.7 A change to job sharing from full time or part time employment or from job sharing to full time or part time employment shall not constitute a break in the continuity of service. All accrued entitlements shall be calculated in proportion to the hours worked in each employment arrangement.

## **14. Use of Skills**

- 14.1 Where the employer provides study assistance or relevant industry training the employee receiving such training or assistance may be required to perform duties outside their substantive position utilising the skills or qualifications attained.
- 14.2 An employee who performs duties outside their substantive position will be paid at the appropriate rate of pay for those duties or rate of their substantive position, which ever is higher.
- 14.3 This clause, and the commitment to the use of skills, will not be used to permanently transfer an employee from their substantive position.

## **15. Termination of Employment**

- 15.1 Termination of permanent full time employees shall only be by a week's notice from either the employer or the employee unless the amount of a week's wages be paid or allowed in lieu of such notice.
- 15.2 This shall not affect the right of the employer to dismiss an employee without notice for neglect of duty or serious misconduct and in such cases the wages shall be paid to the time of dismissal only and the employer shall not be obliged to convey the employee to the place of engagement.
- 15.3 Subject to subclause 15.2 above, if the employment is terminated by the employer other than at the place of engagement, the employer shall convey the employee to the place of engagement.

## **SECTION 3 – WAGES AND RELATED MATTERS**

### **16. Rates of Pay**

- 16.1 Wages rates for classifications covered by this Agreement are listed in Part B, Table 1. The rates incorporate the following wages increases :-
- 2.9% from 1 January 2009
  - 3.2% from 1 January 2010
  - 3.2% from 1 January 2011
- 16.2 The percentage increases shown in clause 16.1 will also be applied to the Outside Harbour Limits rate.

### **17. Aggregate Wage Rate**

- 17.1 The aggregate wage rate as set out in Part B - Table 1, includes payment for normal rostered hours, all allowances, including annual leave loading, and all penalties, except Christmas Day penalties.
- 17.2 The aggregate wage rate shall apply to periods of paid leave.

### **18. Payment of Wages**

- 18.1 Wages shall be paid weekly or fortnightly where agreed at the enterprise in the employer's time or by electronic transfer.
- 18.2 If a pay day occurs on an employee's rostered day off duty the employer shall cause the payment of wages to take place on the rostered day on immediately prior to taking of leave.

### **19. Salary Sacrifice for Superannuation**

- 19.1 Salary sacrifice will be in accordance with Government policy and guidelines.

### **20. Higher Functions**

- 20.1 An employee engaged for two hours or more on any one day or shift on duties carrying a higher rate than that ordinarily applicable to that employee shall be paid at the higher rate for the whole of such day or shift. If engaged for not more than two hours on any day or shift they shall be paid for the time worked at the higher rate.

- 20.2 Where in any overtime period an employee is engaged on duties carrying a higher rate than that applicable ordinarily to them for more than two hours, the employee shall be paid the higher of such rates for the whole of that overtime period. If engaged for not more than two hours in any overtime period the employee shall be paid for the time worked at the higher rate.

## **21. Outside Harbour Limits Rate**

- 21.1 Where an employee is required to operate a vessel outside the prescribed limits of the Port of Newcastle, the applicable rate of pay shown in Part B, Table 2 of this Agreement, shall apply.
- 21.2 This rate is applicable for any voyage or voyages within a period from 0001 to 2400 hours on any day.
- 21.3 The meal allowance, as shown in Part B Table 2 of this Agreement shall be payable for each five hour period worked by an employee on work prescribed in this clause.
- 21.4 The aggregate wage will not be paid for any work prescribed by this clause.

## **22 Reporting for Duty**

- 22.1 An employee, who attends for duty in accordance with instructions but is not required shall receive a minimum of six hours pay.
- 22.2 An employee, who actually commences duty and is subsequently not required shall receive a minimum of six hours pay.

## **23. Vessel Maintenance**

- 23.1 Masters will undertake the work of recording in the vessel's log book, and performing tasks on a daily basis to include the following:
- Exhaust Temperature
  - Engine Oil Temperature
  - Oil Pressure
  - Water Temperature
  - Battery Voltage
  - Gear Box Lube Oil Pressure
  - Gear Box Lube Oil Temperature
  - Tightening Fender Bolts
  - Changing Fluorescent Tubes and Light Globes
  - Adjusting Belts on Engines
  - Oil and Oil Filter Changes



- 23.2 Any other minor mechanical and electrical adjustments or repairs
- 23.3 In addition to the above tasks, Masters will perform vessel maintenance and routine engine and system checks, on two (2) occasions (10 minutes each occasion) per shift.
- 23.4 On a weekly basis the following are to be recorded or performed:
- Fuelling (Sunday shift)
  - Main Engine Hours
  - Generator Hours
- 23.5 The benefits of this additional work are that vessel crews will be more aware of potential problems with the engines; and the vessel will be closely maintained.

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

### **24. Hours of Work**

- 24.1 The ordinary hours of duty for an employee shall be an average of 38 hours per week in a work cycle, to be arranged on the basis of not more than 80 hours in a fortnight, and no more than 44 hours in a week.
- 24.2 Excess ordinary time worked in a cycle shall be accrued leisure time which will be cleared by a rostering arrangement. Time worked on a Sunday shall not count as ordinary time.
- 24.3 The ordinary hours of duty on any day shall be a minimum of six and a maximum of eleven to be worked consecutively, provided that the ordinary hours may be varied by agreement between the parties and the employer or in cases of emergency.
- 24.4 The rostered hours of duty in force at the time of the making of the Agreement shall continue, subject to any alteration by agreement between the parties.
- 24.5 A crib break of twenty minutes, which shall be counted as time worked shall be allowed after two hours and within five hours of the commencement of a shift, excepting cruises and charter work.
- 24.6 The maximum hours of work in any one day including overtime, shall not exceed sixteen.
- 24.7 The ordinary hours of duty shall be as rostered. It is recognised that the ordinary hours of duty shall not be less than 38 hours per week, in any work cycle.

### **25. Saturday and Sunday Work**

- 25.1 All time worked between midnight on Friday and midnight on Saturday which forms Part of the ordinary rostered hours shall be paid at time and a half.
- 25.2 All time worked on Sundays shall be paid at double time.
- 25.3 Where more than twelve hours are required to be worked on a Sunday or a public holiday it shall be done in two shifts unless the parties otherwise agree or in the case of emergency.

## **26. Overtime**

### **26.1 Rates**

- 26.1.1 All time worked in excess of eleven hours on any shift 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 a half for the first two hours and double time thereafter.
- 26.1.2 Notwithstanding the provisions of subclause 26.1.1, all time worked before the ordinary starting time or after the ordinary finishing time shall be paid at the rate of time and a half for the first two hours and double time thereafter.
- 26.1.3 All time worked on an employee's rostered day off shall stand alone and be paid at the rates of time and a half for the first two hours and double time thereafter with a minimum payment of six hours work.
- 26.1.4 An employee who has worked overtime shall not be required to commence a new shift until he has had a break of at least ten hours, unless otherwise agreed between the parties.
- 26.1.5 An employee recalled to work overtime after leaving the premises of the employer shall be paid a minimum of six hours at overtime rates irrespective of being notified before or after leaving the premises.
- 26.1.6 The employer may require any employee to work reasonable overtime at overtime rates and such employee shall work overtime in accordance with such requirements.
- 26.1.7 In the payment of overtime, calculations shall be made to the next half of an hour, excepting overtime incorporated in fixed rosters.

### **26.2 Time in Lieu of Overtime**

- 26.2.1 An employee may elect, with the consent of the employer, to take time off in lieu of payment for overtime at a time or times agreed with the employer.
- 26.2.2 The time off in lieu will be based on the actual hours worked.
- 26.2.3 The employer shall record time off in lieu arrangements for each occasion this provision is used.
- 26.2.4 Time in lieu must be taken within six (6) months of accrual otherwise the accrued time will be paid out at the appropriate rate set out in clause 29.1.

26.3 Making reports

26.3.1 An employee who is required by management to make a report (excluding minor defect reports), in their own time, concerning an incident involving a vessel of the employer shall be paid for the time involved at ordinary rates with a minimum payment of one hour.

26.4 Overtime Outside the Aggregate Wage Arrangement

26.4.1 All overtime worked outside the boundaries of the aggregate wage, shall be paid at the normal base rate for the position, and attract penalties as provided for in this Agreement.

**27. Shift Rates**

27.1.1 An employee who works on an afternoon or night shift as defined in Clause 3 - Definitions, shall be paid a shift allowance of fifteen per cent more than their ordinary rate of pay.

27.1.2 An employee who commences duty before 6.30am shall be paid an allowance of 10 per cent more than their ordinary rate of pay.

27.1.3 The allowance referred to in subclauses 27.1.1 and 27.1.2, shall be paid for work performed on a Saturday, Sunday or Public Holiday in addition to the rates prescribed for work on these days.

**28. Crib Breaks / Rest Breaks**

28.1 To reduce fatigue and promote safety the following shall be strictly adhered to:

(i) A crib break of at least thirty minutes free of duty shall be counted as time worked and shall be allowed within five hours of the commencement of a shift.

(ii) Periods of duty shall not exceed five hours without a crib break.

(iii) In the interest of safety it is the intention of the parties that all crib breaks shall be taken as a rest period.

28.2 However in cases of emergencies or the continuation of the service, crib breaks may be worked through by mutual agreement.

28.3 Any employee who has worked a shift 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 employee and the employer.

28.4 The ten hour break shall only commence when the employee finally departs after completion of the shift, including any repair requirements, connecting shore power or special requirements as requested by State Transit

## **29. Aggregate Wage Arrangement**

29.1 Full time employees will be engaged on an aggregate wage arrangement.

29.2 The aggregate wage arrangement will include coverage of normal rostered hours, all allowance and penalties, to an average of 100 hours per fortnight over a six week cycle.

29.3 Employees may be called in to work on their rostered day off to cover absences of other employees, provided the work does not exceed the average of 100 hours per fortnight over a six week cycle.

29.4 Hours worked in excess of an average of 100 hours per fortnight over the six week cycle, will be paid at overtime rates.

29.5 Employees will cover absences for up to two (2) continuous days provided an employee is not required to work more than 14 days continuously.

29.6 Hours required to cover the following absences will not form part of the aggregate wage arrangement and will be paid at overtime rates :

- Approved self education courses
- Parental Leave
- Long Service Leave
- Sick Leave in excess of 1 day, and in excess of 2 continuous shifts, where the roster does not provide for the absence
- Second or subsequent days of Jury Duty, maritime NSW matters, or work related court appearances,
- Workers Compensation
- Christmas Day penalties
- New Year's Eve (afternoon shift only)
- Leisure Leave
- Military, study and examination leave in excess of 2 continuous shifts
- Leave without pay in excess of 2 continuous days
- Training in excess of 2 continuous days
- Crib Breaks
- Annual Leave

### **30. Reduction of Overtime Outside the Aggregate Wage**

30.1 The parties acknowledge that the aggregate wage systems for Newcastle Ferries introduced in earlier agreements:

(a) incorporated aggregated annual levels of overtime; and

(b) were intended to minimise the need for paid overtime outside the various aggregate wage systems;

### **31. Records**

31.1 The employer 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, and a duly accredited official of the union shall be permitted by the employer to inspect such records at reasonable times during the office hours of the employer at their place of business.

**SECTION 5 – ALLOWANCES**

**32. Uniform Allowance**

32.1 Uniforms and overalls shall be supplied by State Transit Authority in accordance with the list below.

QUANTUM	ARTICLE	ISSUE
1	Battle Jacket	3 Years
1	Pea Jacket	3 Years
1	Pair Shoes	Per annum
1	Pair Sea Boots	Replace on Fair Wear and Tear Basis
1	Safety Boots	Replace on Fair Wear and Tear Basis
1	Set Wet Weather Gear	4 Years
1	Pair Sunglasses	Per Annum
1	Cap	4 Years
1	Pair Overalls	Replace on Fair Wear and Tear Basis

32.2 In addition the following items will be supplied on a Points Basis with an allocation of 40 points per annum.

ARTICLE	POINTS PER ARTICLE
Trousers	4
Shorts	3
Shirts	4
Socks	1
Pair Epaulettes	1
Belts	1
Jumper	4

**33. Dual Capacity Allowance**

Where a Master carries out functions of an engineer they will be paid a dual capacity allowance as prescribed in Part B, Table 1 of this Agreement.

**34. Meal Allowance**

An employee required to work overtime for more than one and a half hours in accordance with subclause 26.1.3, shall be paid a meal allowance and, if required to remain on duty for a further four hours, shall be paid an additional allowance for a second meal. The applicable rate is shown in Part b, Table 2 of this Agreement.

### **35. First Aid Allowance**

An employee on becoming qualified as the holder of appropriate first aid qualifications such as a certificate from the St Johns Ambulance or its equivalent, and who is required by the employer to perform first aid duty shall be paid an allowance as prescribed in Part B, Table 2 of this Agreement.

### **36. On Call Allowance**

36.1 A daily on call allowance as set out in Part B, Table 2 will be paid to one casual employee each day to be on call for work if required.

36.2 In cases where a casual employee is not available, a permanent employee may be paid the on call allowance, provided they are on call outside their aggregate wage arrangement obligations.

36.3 The employee receiving the allowance must be available for work and be able to be contacted by telephone during the period they are on call.

36.4 The allowance will not be payable on the days when the on call employee is called in to work, unless the employee remains on call after the work is completed. If the employee is called in to work for the second time on the same day, the allowance will not be payable unless the employee remains on call after the second period of work.

### **37. Re-imbusement of Expenses**

37.1 The employer shall reimburse an employee any expenses reasonably incurred by them in the service or interest of the employer.

37.2 As well as to the other matters, this clause shall apply to injuries as to casualties or as to the conduct of employees and to proceedings for any alleged breach of any maritime or port or other regulations, unless the Authority conducting the inquiry or proceedings find that such inquiry or proceedings have been occasioned by the wilful default or serious misconduct of the employee, or in the event of an appeal there from, the appellate Tribunal finds that such inquiry or proceedings have been occasioned by the wilful default or serious misconduct of the employee.

37.3 If there is no agreement on the reimbursement of expenses between State Transit and the employee, then the matter will be the subject to the Dispute Resolution Procedures contained in Clause 59 of this Agreement.

### **38. Re-imbusement for Mobile Telephone Use**

38.1 Employees may claim for the re-imbusement of mobile telephone calls incurred through essential business use, provided claims for calls are supported by invoices.



### **39. Compensation for Loss of Personal Effects**

- 39.1 In the course of employment if an employee should sustain damage to, or loss of, their personal effects by fire, explosion, foundering, shipwreck, collision, stranding or accident and where such damage was, not caused by the employee's own wilful neglect or fault or where such articles are lost through breaking and entering whilst securely stored at the employer's direction in a room or building on the employer's premises, vessel or workshop, the employer shall compensate the employee to the extent of the damage or loss to a maximum amount of \$1500, subject to production to the employer of satisfactory proof of the value of the item.
- 39.2 Provided that:
- (i) with the exception of timepieces, compensation shall be limited to a maximum of \$500 for any single item; and
  - (ii) compensation shall only be paid for personal effects which may reasonably be required by the employee for the performance on their duties.

## **SECTION 6 – ROSTERS AND RELATED MATTERS**

### **40. Shift Work Rosters**

- 40.1 Rosters showing ordinary, daily, weekly and fortnightly hours of work of all employees shall be exhibited by the employer at a place reasonably accessible to the employees and unless for good and sufficient reasons shall not be altered and without seven days notice being given to the employee or employees concerned.
- 40.2 An employee who becomes temporarily surplus to manning requirements because of changed or unforeseen circumstances, or a spare employee who has been engaged, shall be given as soon as practicable, a temporary roster with hours of duty from 6.00am to 2.00pm on Mondays to Fridays. These hours of duty may be changed by the employer provided 24 hours notice is given of such change.
- 40.3 An employee who is not given the notice, of change as provided in sub clauses 40.1 and 40.2 shall be paid at overtime rates for the time worked outside the hours previously rostered.
- 40.4 The notification period for a change of rosters will be 48 hours from the time the employee is notified of the change.
- 40.5 This arrangement applies to leisure reliefs, holiday reliefs, standby and employees transferring to another rostered shift. This does not apply to spare employees whose present arrangements shall remain.

### **41. Maximum Shift Lengths**

- 41.1 The maximum hours of work in any one day including overtime, shall not exceed twelve hours.

### **42. Consultation Process for Roster Changes**

- 42.1 The parties agree that any changes to rostering arrangements will be developed and implemented in the following manner:
- (i) Where a proposal is made to change any roster arrangements, the State Transit Authority of New South Wales, the Workplace Council and the AMOU will consult prior to implementation.
  - (ii) Agreement to implement such a proposed change will not unreasonably be withheld by State Transit Authority, the employees or the AMOU.
  - (iii) Where any substantial objection is raised, the status quo shall remain and the issue will be referred to the Disputes Procedure.

### **43. Exchange of Shifts**

- 43.1 Employees may exchange individual shifts or a part of an individual shift by mutual agreement between themselves, subject to the approval of the employer.
- 43.2 The employer shall be given a minimum of 24 hours notice to exchange an individual shift or to exchange part of a shift.
- 43.3 Any hours worked as a result of an exchange under this sub clause shall not attract overtime rates if the exchange causes an employee to exceed their normal span of hours.
- 43.4 Hours worked as a result of the exchange shall not exceed 12 hours on any day and the exchange shall not breach the requirement to maintain a 10 break between shifts.

### **43A Allocation of Work**

- 43A.1 The parties agree that under some circumstances it may be necessary for State Transit employees not covered by this Agreement to operate ferries. Such alternative staffing arrangements are not intended to displace Masters from their normal work.
- 43A.2 The allocation of work will continue to be as follows :-
- (i) work will be offered to existing Masters under the Aggregate wage arrangement under this Agreement;
  - (ii) if available, an on-call employee will be called to fill a vacancy or to take charge of a ferry;
  - (iii) work will be offered on a voluntary overtime basis to Masters provided fatigue requirements are not breached.
- 43A.2 Should a Master not be available after following these processes in then alternative staffing arrangement options may be sought. The alternative staffing arrangement will only continue until a Master, including an on-call Master becomes available.
- 43A.3 Circumstances that may necessitate an alternative staffing option may include but are not limited to :-
- (i) continuity of ferry services in the event that a rostered Master becomes sick or unavailable
  - (ii) the need to move a ferry for maintenance or refuelling
- 43A.4 Operation of ferries under an alternative staffing option will only be undertaken by staff with the required qualifications to operate ferries in Newcastle Harbour.

## SECTION 7 – LEAVE AND PUBLIC HOLIDAYS

### 44. Leave

44.1 Employees shall be entitled to a total of 10 weeks (50) days leave, free of duty, in each calendar year or to proportionate leave for any continuous service of less than a year.

The leave prescribed in this clause includes:

- (a) 5.0 weeks Annual Leave
- (b) 2.6 weeks Leisure Leave
- (c) 2.4 weeks Maritime Leave

All leave will be cleared through a rostered leave arrangement.

44.2 State Transit shall pay the employee in advance or in running at the employees discretion before the commencement of the employee's leave and shall give the employee not less than one month's notice of the commencement of their leave.

44.3 Where the service has been terminated before the expiration of one year, the employer shall pay pro rata of the ordinary pay earned by them during the period of their employment, the employment in respect of which leave has not been granted in accordance with this clause.

44.4 For the purpose of this clause an employee shall be deemed to have served continuously for the aggregate of their employment and such service shall be deemed not to have been interrupted by :-

- (i) transfer to some other work of the employer
- (ii) a transfer of employment for the convenience of the employer
- (iii) any period of leave of absence on account of sickness up to an aggregate of fifteen days in any one year in respect of which the employee is entitled to sick leave under the provisions of this Agreement.

44.5 A year of employment shall be deemed to have been achieved notwithstanding interruption by change of employment or work or absence not exceeding fifteen days due to sickness in terms of the sick leave provisions clause 55 of this Agreement.

44.6 Service with State Transit prior to the date of coming into operation of this clause shall be taken into account for the purpose of calculating the leave due under this clause.

- 44.7 The employer shall keep or cause to be kept a holiday record showing the period of service of each employee and the leave allowed under this clause. An officer of the AMOU shall be granted access to this record for the purposes of inspection and copy during ordinary office hours at the place where the record is kept.
- 44.8 Employees are entitled to take single days Annual Leave by choice up to a maximum of 5 days per calendar year and subject to:
- (a) a relief being available.
  - (b) such days being agreed in advance between Management and the employee.
- 44.9 If State Transit implements a new payroll system there will be an expectation that the new system will include improved employee access to information about leave balances. The improvement may include displaying leave balances on pay slips or employee accessible kiosks.

#### **45. Sick Leave**

- 45.1 Employees on weekly hire shall be entitled to sick leave granted by administrative action to wages employees of the State Transit Authority.
- 45.2 Under State Transit Authority administrative action, employees will be entitled to fifteen (15) days sick leave, based on a 38 hour week.

#### **46 Carer's Leave**

##### **46.1 Amount of Paid Carer's Leave**

- 46.1.1 An employee with responsibilities in relation to members of their immediate family or household (the Person) who need their care and support is entitled to use up to 5 days per annum paid Carer's leave to provide care and support for such persons when they are ill.
- 46.1.2 Paid Carer's Leave is deducted from an employee's annual sick leave entitlement (Current Year Sick Leave). For the avoidance of doubt, Carer's Leave is not an additional form of leave, but an entitlement which allows an employee to utilise paid sick leave for reasons other than personal illness or injury.
- 46.1.3 Where an employee has no Current Year Sick Leave available, an employee may utilise paid sick leave accumulated in a previous year to take paid Carer's leave.

46.1.4 For the avoidance of doubt, any entitlement to take paid, unpaid or a combination of paid and unpaid carer's leave under this clause is capped at a maximum of 5 days per annum.

46.1.5 Carer's leave may be taken for part of a single day.

46.2 Immediate Family or Household

46.2.1 The entitlement to take paid Carer's leave in accordance with this clause is subject to the Person being either:

- (a) a member of the employee's family; or
- (b) a member of the employee's household.

46.2.2 The term immediate family includes:

- (a) spouse (including a former spouse, de facto spouse and a former de facto spouse) of the employee. A defacto spouse in relation to a person means a person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; and
- (b) child or adult (including adopted child, stepchild or an ex nuptial child), parent grandparent, grandchild, sibling of the employee or spouse of the employee.

46.3 Entitlement to Use Carer's Leave

46.3.1 The entitlement to use Carer's leave is subject to:

- (a) the employee being responsible for the care of the Person concerned; and
- (b) Production by the employee of a medical certificate which certifies:
  - i. the identity of the Person concerned; and
  - ii. that the illness was such as to require care by another.

46.3.2 State Transit may waive the requirement for Carer's leave to be supported by a medical certificate, in certain circumstances, and instead require other satisfactory evidence in support.

46.3.3 In normal circumstances an employee is not entitled to take Carer's leave under this clause where another person has taken leave to care for the same person.

46.3.4 For the avoidance of doubt, an employee is not entitled to take Carer's leave under this clause where the Person is under the care of a medical practitioner, nurse or other health professional unless:

- (a) the need for such care by the employee is based on medical grounds; and
- (b) is supported by the production of medical evidence certifying such medical grounds.

46.3.5 The employee must, where practicable, give Newcastle Ferries notice prior to the absence of the intention to take Carer's leave, the name of the person requiring care and their relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee must notify Newcastle Ferries by telephone of such absence at the first opportunity on the day of the absence.

46.4 Other Forms of Leave for Carer's Leave

46.4.1 An employee who has exhausted their entitlement to Current Year Sick Leave and accumulated sick leave, may elect to take unpaid leave, for the purposes of providing care to a family or household member who is ill, subject to:

- (a) the consent of State Transit; and
- (b) the employee meeting all requirements which apply under this clause in respect of paid Carer's leave.

## **47. Bereavement Leave**

47.1 Employees on weekly hire shall be entitled to bereavement leave granted by administrative action of the State Transit Authority.

## **48. Family Leave**

48.1 For the life of this Agreement, employees will have access to the entitlements under the current State Transit Authority's policies (as adopted by Newcastle Ferries) covering, Parental Leave, Adoption Leave and paid Maternity Leave.

## **49. Public Holidays**

49.1 An employee shall be entitled to public holidays as follows:

New Year's Day  
Australia Day  
Good Friday  
Labour Day  
Easter Monday  
Anzac Day  
Queen's Birthday  
Christmas Day  
Boxing Day  
Bank Holiday (in NSW)

or such other days as are generally observed in the locality and shall be paid for at ordinary rates if not worked.

49.2 Where an employee is absent from their employment on the working day before or the working day after a public holiday without reasonable excuse or without the consent of the employer, the employee shall not be entitled to payment for such holiday.

## **50. Jury Service Leave**

50.1 An employee on weekly hiring required to attend for jury service during their ordinary working hours shall be reimbursed by the employer an amount equal to the difference between the amount paid in respect of their attendance for such jury service and the amount of wage they would have received in respect of the ordinary time they would have worked had they not been on jury service.

50.2 The employee shall notify their employer as soon as possible of the date upon which they are required to attend for jury service. The employee shall give their employer proof of their attendance, the duration of such attendance, and the amount received in respect of such jury service.

## **51. Sickness on Annual Leave or Long Service Leave**

51.1 The current State Transit Authority policy shall continue for the life of this agreement.



## SECTION 8 – OCCUPATIONAL HEALTH AND SAFETY AND TRAINING

### 52. Occupational Health and Safety

No part of this Agreement, either at the outset or at any time during its currency will conflict with relevant Occupational Health and Safety Legislation.

### 53. Career Progression and Training

#### 53.1 Introduction

53.1.1 A well-trained skilled, competent and flexible workforce is essential to meet the objectives of this Agreement and the business.

53.1.2 Employees have the opportunity to access training and study leave to improve their level of skill and advance their career opportunities. This shall include the opportunity for employees to advance to a higher level of Marine Certification, which would enable the officer to apply for all Marine and shore based positions within Newcastle Ferries:  
Training serves a number of purposes to:

- (i) Enhance the employees capacity to perform within their current classification and ability.
- (ii) Provide employees with the opportunity for promotion to other marine and shore based management and specialist positions within the Newcastle Ferries.
- (iii) Provide employee with opportunities for personal and professional progression.

53.1.3 Newcastle Ferries shall continue to recruit employees, including probationary employees, both internally and externally from applicants who must hold a Master Class V, with MED III qualifications.

#### 53.2 Guidelines

53.2.1 Training will be relevant to the present and future needs of Newcastle Ferry operations.

53.2.2 Access to training will be on merit and according to the potential of the employee and in accordance with clause 68.2.4.

53.2.3 All employees will be provided with training and refresher courses as required by State or National legislation, both public sector and maritime specific and also as required by State Transit policy.

53.2.4 The satisfactory working of a career path, the merit system, and the training will be implemented and collectively monitored by the Workplace Council representative and management.

### 53.3 Accumulation of leave whilst training or on Study Leave

53.3.1 Where mutually agreed and when training or study leave time falls during a period of previously accumulated leave, all time spent on an approved training/study leave course will be reinstated to the employee.

53.3.2 Leave for the purpose of training and or study leave will be approved subject to:

- (a) the employee having an entitlement to the accrued leave;
- (b) the employee giving at least two months notice to take leave
- (c) after consultation between the parties a relief being available to cover absences

### 53.4 Training Costs

53.4.1 Where an employee undertakes a course as part of the approved **Newcastle Ferries** training program all reasonable costs associated with the course will be paid by **Newcastle Ferries**.

53.4.2 Financial assistance, shall be limited to tuition fees, examination fees and reference material required for the course, and at the discretion of **Newcastle Ferries** any other costs as are fair and reasonable and agreed prior to the commencement of the course.

53.4.3 All training and Study Leave costs will be in accordance with the **State Transit** Policy in relation to study assistance.

## 54. Masters Performing Training Functions

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

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

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

## **SECTION 9 – GENERAL**

### **55. Abandonment of Employment**

- 55.1 Where an employee, within the period of 21 days from last day of attendance, fails to establish, to the satisfaction of State Transit, that the absence was due to a reasonable cause, they will be deemed to have abandoned their employment.
- 55.2 The appropriate Manager will forward by registered post a letter to the last known home address of the employee requesting that they contact their place of work, directing the employee to otherwise report for duty within 7 days and advising the employee that their employment will be deemed to have abandoned if the employee does not comply with the request and direction.

### **56. Employee Counselling Program**

- 56.1 State Transit shall provide an Employee Counselling Program which will include a drug and alcohol rehabilitation scheme for employees.
- 56.2 The Program will provide free confidential counselling for employees and their families.
- 56.3 State Transit will determine the types of incidents where it is considered necessary for employees to receive trauma debrief counselling and all employees involved in such incidents will undergo an initial debriefing session. The need for follow up counselling sessions will be determined by the Counsellor and the employee in consultation with the OH&S Co-ordinator.

### **57. Travelling Arrangements**

- 57.1 Employees shall be entitled to taxis at management's discretion and subject to the conditions set out in the letters of agreement between the union and management.

### **58. Journey Travel Insurance**

- 58.1 The State Transit will provide employees with equivalent or superior insurance cover where a State Workers' Compensation Scheme no longer provides cover for accidents occurring on an employee's direct journey between their place of employment and home, and vice versa.

## SECTION 10 – INDUSTRIAL RELATIONS

### 59. Disputes Settlement Procedure

- 59.1 The employees, AMOU and the State Transit Authority of NSW agree to strictly adhere to a disputes settlement procedure, which will ensure that any dispute will be promptly resolved by conciliation and in good faith without resort to, or threat of, industrial bans or stoppages, so that work shall continue without interruption. This is in recognition that it is for the overall benefit of the State Transit Authority of NSW, and its employees. The procedure that will be followed to ensure the highest standard of industrial relations and reliability is detailed in the following clauses.
- 59.2 The State Transit Authority of NSW, its employees and the AMOU shall undertake all necessary steps to ensure that the following procedures apply in the event of any grievance or disputation. The intention of this clause is to ensure that any dispute is resolved promptly by conciliation and in good faith without resort to industrial bans or stoppages. It is also agreed that this agreement is reached on the understanding that the dispute settling procedure will be strictly adhered to at all times.
- 59.3 **In any matters likely to become Industrial issues**, State Transit Authority of NSW, and the AMOU shall notify each other as soon as possible of any industrial matters that may give rise to an industrial dispute. This shall include consultation prior to introduction of new systems or technology.
- 59.4 **In the event of a dispute**, the AMOU delegate member shall confer with management and they shall attempt to resolve the issue without delay or at a minimum within 24 hours of notification of the issue.
- 59.5 **If no agreement is reached**, the matter shall be referred to an official of the AMOU and senior management in order to resolve the dispute. Discussions between them shall occur within 24 hours.
- 59.6 **Resolution by Facilitator** If no agreement is reached at senior management/AMOU level, the matter shall be referred to a mutually agreed facilitator for resolution.
- 59.7 **Commission and Arbitration.** Where the dispute has not been resolved despite the foregoing procedures being followed then either party may refer the matter to the Commission for resolution through conciliation or it necessary through arbitration. The decision of the Commission will be accepted by the parties subject to any appeal rights.
- 59.8 **Continuity of Work.** Pending the completion of the procedure set out in this clause work shall continue without interruption. No party shall engage in provocative action and pending the resolution of the dispute the status quo shall apply. The rights of individuals or parties shall not be prejudiced by the fact that work has continued under this process normally and with out interruption.

## **60. Union Training Leave**

60.1 The current State Transit Authority policy shall continue for the life of this Agreement.

## **61. Renegotiation of Agreement**

61.1 The parties agree to commence negotiations for renewal of this agreement at least 90 days prior to the expiration date of the agreement. Further, that should the parties be unable to reach agreement within 60 days of the commencement of such renewal negotiations, then the parties will seek the assistance of an agreed independent mediator, who will attempt to assist the parties in resolving outstanding issues.

**PART B - TABLE 1 - PAY RATES**

The following rates of pay shall apply to those Masters and Engineers who are members of the State Authorities Superannuation Scheme :-

	Operative from 01/01/2009	Operative from 01/01/2010	Operative from 01/01/2011
Aggregate Rate – per annum	77984	80479	83055
Base Rate (incl Dual Capacity Allow) - per week	922.70	952.20	982.70
Dual Capacity Allowance - per week	27.30	28.20	29.10

The following rates of pay shall apply to those Masters and Engineers who are members of the First State Superannuation Scheme :-

	Operative from 01/01/2009	Operative From 01/01/2010	Operative from 01/01/2011
Aggregate Rate - per annum	74474	76857	79316
Base Rate (incl Dual Capacity Allow) - per week	881.10	909.30	938.40
Dual Capacity Allowance - per week	26.00	26.80	27.70

**PART B - TABLE 2 - OTHER RATES AND ALLOWANCES**

The following allowances shall apply to Masters and Engineers :-

	Operative from 01/01/2009	Operative From 01/01/2010	Operative from 01/01/2011
Outside Harbour Limits CI 31.1	765.00	789.50	814.80
Meal Allowance - CI 31.3	16.50	17.00	17.50
On Call Allowance CI 36	50.20 per day	51.80 per day	53.50 per day
Meal Allowance - CI 34	9.30	9.60	9.90
First Aid Allowance CI 35	10.70 per week	11.00 per week	11.40 per week

**PART C - SIGNATORIES**

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

.....  
M/s Caroline Van Til  
General Manager, Human Resources  
Dated this      day of March 2010

Signed for and on behalf of Australian Maritime Officers Union

.....  
Mr Richard Barnes  
Eastern Area Secretary  
Dated this      day of April 2010