

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA00/252

TITLE: State Transit Authority of New South Wales Newcastle Ferry Operations, General Purpose Hand Enterprise Agreement

I.R.C. NO: 2000/3488

DATE APPROVED/COMMENCEMENT: 8 August 2000/ 2 January 2000

TERM: _____ 12 months

**NEW AGREEMENT OR
VARIATION:** New

GAZETTAL REFERENCE: 6 October 2000

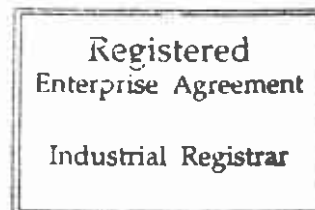
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COVERAGE/DESCRIPTION OF

EMPLOYEES: Applies to employees engaged as Deckhands or Wharfhands for Newcastle Ferry Operations

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



NEWCASTLE FERRY OPERATIONS GENERAL PURPOSE HAND ENTERPRISE AGREEMENT

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

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

Seaman's Union of Australia, NSW Branch

The Agreement provides conditions of employment and classification structure for employees of State Transit previously employed in the following categories

- * Deckhand
- * Wharfhand

This agreement is 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.

The Agreement contains the following specific provisions:

1. ARRANGEMENT OF AGREEMENT

Clause	No.
Amenities and crib breaks	24
Arrangement of Agreement	1
Bereavement leave	18
Casual Employees	10
Code of conduct	30
Competency Based Training	7
Consultative Process	4
Cruising outside harbour limits	14
Dispute Settling Procedure	9
Engagement and dismissal	11
Equalisation of weekend work	20
Expansion of duties	35
Extra duties	26
First aid procedures	28
Hours of Work	12
Introduction of New Technology	8
Key Performance Indicators	14
Leisure leave	16

**Registered
Enterprise Agreement**
Industrial Registrar

Long service leave	27
Night and shift rates	15
No extra claims	33
Objective of Agreement	2
Overtime, Saturdays, Sundays, and public holidays	13
Payment of wages	22
Protective clothing	23
Public holidays and annual leave	17
Quality Assurance Program	4
Quality improvement program & flexibility in work arrangements	34
Recruitment of employees	29
Roster and roster changes	5
Sick leave provision	19
Staffing of vessels	32
Standby on Sundays and public holidays	21
Temporary employee	31
Term of Agreement	37
Training	6
Travelling allowances	25
Wage Increases	36

2. OBJECTIVE OF THIS AGREEMENT

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

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

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

3. CONSULTATIVE PROCESS

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

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

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

4. 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 cooperation, 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 to 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.

(a) Occupational Health, Safety and Rehabilitation System

A quality system relative to Occupational Health, Safety and Rehabilitation has been introduced throughout State Transit. It is agreed between the parties to make a commitment to work together 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 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 AS 9001 Standard.

Feedback on quality performance is to be provided by State Transit to the Consultative Committee.

(b) Continuous Improvement

The commitment of the parties to the continuous improvement process and the involvement of all employees



5. ROSTER AND ROSTER CHANGES

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

The following changes will be implemented at the commencement of this agreement:-

- Afternoon shift for all employees from Monday to Thursday will conclude at 11.45 pm, Friday and Saturday afternoon shift will conclude at 12.45 am, and Sunday afternoon shift will conclude at 10.45 pm. Collection for disposal of garbage will be carried out prior to completion of service and after completion of service will be disposed of in accordance with existing standing orders. For the Monday to Thursday shift only, that concludes at 11.45 pm, if normal transport facilities are not available, a suitable conveyance, shall be provided, at the employer's expense, to the employee's home, by the quickest route.

6. TRAINING

a. Masters performing training

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

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

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

b. Other training

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

7. COMPETENCY BASED TRAINING

For Newcastle Ferries to be efficient and effective in its operations all employees are competent in performing their duties. That is, they are fully aware

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of the tasks to be performed and the standard at which those tasks are to be performed. The parties agree that competency based training will achieve these goals by application to existing and future employees.

The following process has been developed as a model on which to achieve in service training to facilitate career paths:-

GENERAL PURPOSE HAND
SUBJECT TO STATUTORY REGULATIONS.

#4500 hours

MANDATORY TRAINING

MASTER 5 (By application when vacancy
occurs, on merit)
(RESTRICTED TO SPECIFIED VESSELS)

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

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

- Business and Operations Requirements
- Process and Task Description
- Standards
- Training Concepts
- Competency
- Delivery of Training and Evaluation
- Ongoing and Refreshers

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

following:-

- Business** Understanding of business goals and their individual role
Commentary and public announcements
- Operating** Assessed competency to operate the vessel category
People management skills.
Customer Relations skills
STA Standing Orders and Regulations.
OHS & R and Equity
Statutory, Legal obligations and regulations pertaining to role

Reduction in Turnover Overheads

Historically, the lack of an adequate career path and training structure has resulted in staff having to leave Newcastle Ferries in order to further their career.

It is forecast that staff should be able to progress on an in-house basis therefore halting the drain of quality people seeking to improve/advance themselves. This offers potential savings.

8. INTRODUCTION OF NEW TECHNOLOGY

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

(b) State Transit shall discuss with the employees affected and the Seaman's Union of Australia, NSW Branch, the changes to be made and the effect the changes are likely to have on employees and measures to be taken to avert or mitigate effects of such changes on employees.

9. DISPUTES SETTLING PROCEDURE

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

- (i) Where a dispute arises at the workplace the matter will be settled where possible between the employee/s concerned or their representatives and their immediate supervisor. Written advice as to the matter/s in dispute to be provided.
- (ii) Where the matter remains unresolved it shall be referred to the Business Manager Newcastle Bus and Ferry Services, and representatives of the Newcastle Bus and Ferry Services Human Resources Group who will consult with officials of the Union/s involved.

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- (iii) If the matter remains unresolved, either party may refer the matter to the NSW Industrial Relations Commission for resolution.
- (iv) It is agreed that no disruptions to work shall occur during the process of steps (i) to (iii) above, except where a genuine safety issue is involved.

10. CASUAL EMPLOYEES

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

- (i) Casual employees shall be paid at the rate of ordinary time plus 20% per hour for all time worked.
- (ii) Where work is performed on a Saturday the employee shall receive the Saturday penalty as prescribed in sub-clause 13 (iv) in addition to the 20% nominated in sub-clause (a) above.
- (iii) Where work is performed on a Sunday the employee shall receive the Sunday penalty as prescribed in sub-clause 13 (vi) in addition to the 20% nominated in sub-clause (a) above.
- (iv) Where work is performed on a Public Holiday such time shall be at the rate of double time and a half in addition to the 20% nominated in sub-clause (a) above.
- (v) Where work is performed in excess of the ordinary hours as prescribed in sub-clause 12 (i) such work shall be paid at the rate of time and a half for the first two hours and double time thereafter.
- (vi) The minimum period of engagement shall be for three hours.

11. ENGAGEMENT AND DISMISSAL

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

12. HOURS OF WORK

- (i) The ordinary hours of duty shall be an average of 38 hours per week in a work cycle, to be arranged on the basis of not more than 60 hours in a fortnight, nor more than 44 hours in a week.

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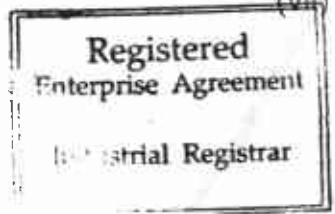
Excess ordinary time worked in a work cycle shall be accrued leisure time which will be cleared by a rostering arrangement. Time worked on a Sunday shall not count as ordinary time.

- (ii) A working day shall consist of not less than six consecutive hours and not more than eleven consecutive hours except by arrangement between the employer and the Union.
- (iii) Any boat working more than eleven hours on a Sunday or any of the holidays specified in clause 17, public holidays, of this agreement, shall work the period in two shifts except by agreement between the employer and the Union.

13. OVERTIME, SATURDAYS, SUNDAYS, AND PUBLIC HOLIDAYS

- (i) All time worked in excess of 11 hours on any shift except where otherwise agreed between the Union and State Transit shall be paid at the rate of double time. All time worked in excess of 80 hours in a fortnight, or 44 hours in a week shall be paid at the rate of time and one half for the first two hours and double time thereafter. Provided that all time worked before the ordinary starting time or after the ordinary finishing time shall be overtime paid at the rate of time and one half for the first two hours and double time thereafter.
- (ii) All time worked on a rostered day off shall be paid for at the rate of time and one half for the first two hours and at the rate of double time thereafter.
- (iii) All time worked during the ordinary hours of labour between 12 midnight Friday and 12 midnight Saturday shall be paid for at the rate of time and one half.
- (iv) For all time worked on a Saturday on which the employee has been rostered off, double time shall be paid.
- (v) For all time worked on any public holiday except Christmas Day, the rate shall be double and one half ordinary rates. For all time worked on Christmas Day the rate shall be double time in addition to the ordinary rate.
- (vi) All time worked on a Sunday shall be paid for at double rates in addition to their ordinary week's wages.

(vii) An employee recalled to work overtime after leaving their employer's premises, whether notified before or after leaving such premises shall be paid for a minimum of six hours' work, at the appropriate rate for each time they are so recalled. Provided that when an employee is required, to work outside their ordinary working hours or shift, to shift a vessel or vessels to a safe mooring owing to weather or other conditions they shall be paid for such time at overtime rates with a



minimum of four hours at such rates for such call out.

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

14. CRUISING OUTSIDE HARBOUR LIMITS

(a) Outside Cruise Rates:

(i)	—	Date of Certification	November 1999
	Monitor	\$379.10 per day	\$388.60 per day
	G.P.H.	\$374.10 per day	\$383.50 per day

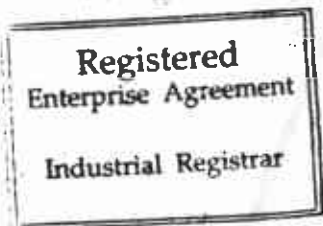
- (ii) Employees shall be paid a meal allowance of \$14.00 per day.
- (iii) All deck crews shall be paid an allowance of \$34.25 per trip clean up money.

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.

15. NIGHT AND SHIFT RATES

- (i) Employees engaged on day shift shall be paid a shift allowance of 10 per cent more than their ordinary rate of pay; Provided also an employee who works on an afternoon or night shift shall be paid a shift allowance of 15 per cent more than their ordinary rate of pay. Such shift allowance of 10 per cent and 15 per cent more than the ordinary rate of pay shall be paid for work performed on the appropriate shift on a Saturday, Sunday or Public Holiday. Such rates shall be calculated weekly to the nearest 5 cents and any broken part of 5 cents in the result not exceeding 2 cents shall be disregarded.

- (ii) "Day Shift" means any shift commencing before 6.30 a.m.



- (iii) "Afternoon Shift" means any shift finishing after 6.00 p.m. and at or before midnight.
- (iv) "Night Shift" means any shift finishing subsequent to midnight and at or before 8.00 a.m.
- (v) Broken shifts may be worked by arrangement between the employer and the Union. Provided that any employee who works a broken shift shall be paid at the rate of 13 and 3/4 per cent of their total daily rate in addition to their ordinary daily rate of pay.
- (vi) Broken shifts shall consist of five shifts each week Monday to Friday inclusive. Any portion of the shift shall not be less than three hours.

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

16. 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.

17. PUBLIC HOLIDAYS AND ANNUAL LEAVE

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

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

18. BEREAVEMENT LEAVE

The policy of State Transit shall apply to Bereavement Leave.

19. SICK LEAVE PROVISION

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

20. STANDBY ON SUNDAYS AND PUBLIC HOLIDAYS

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Employees called on to attend and who do attend for duty on a Sunday or the public holidays specified in clause 17, Public Holidays, of this agreement, and such ferry or ferries do not go into commission, shall be paid a minimum of 6 hours pay at Sunday or holiday rates.

21. EQUALISATION OF WEEKEND WORK

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

22. PAYMENT OF WAGES

- (i) Wages, overtime, penalty rates and Sunday rates shall be paid weekly. Provided that if any employee fails to work on any day or part of a day when work has been provided for him, the employer shall be entitled to make a proportionate deduction from such employee's weekly wage.
- (ii) All wages shall be paid on pay day to all employees making application therefore during working hours or within fifteen minutes after ceasing time otherwise overtime shall be paid with a minimum payment of one quarter of an hour.
- (iii) All payments will be by way of electronic funds transfer into an Employees nominated account.

23. PROTECTIVE CLOTHING

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

24. AMENITIES AND CRIB BREAKS

- (i) All employees shall be given a crib break of twenty minutes for the purpose of having a meal, not more than 5 hours after commencement of their shift.

(ii) It is agreed that providing adequate facilities are contained on each of the vessels then employees may take a crib on-board

25. TRAVELLING ALLOWANCES

- (a) Employees who are required to work, commencing or finishing between midnight and 5 a.m. both times inclusive, shall be

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provided with a conveyance by the employer.

- (b) If the transport provided is a taxi, the limit of transportation boundaries will be within what is recognised as the Newcastle suburban taxi region.
- (c) The normal starting place for the purposes of this sub-clause refers to Queens Wharf or Merewether Street Wharf.
- (d) If employees are required to commence duty at a location other than their normal starting location then appropriate discussions shall take place between the Union and State Transit.

26. EXTRA DUTIES

In cases of emergency, employees shall, at all times do whatever may be required of them to secure the safety of passengers and vessels.

27. LONG SERVICE LEAVE

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

28. FIRST AID PROCEDURES

Incorporated into the rates contained at Attachment "A" shall be a component recognising that all employees shall be qualified to render first aid as required.

29. RECRUITMENT OF EMPLOYEES

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

(i) Union Coverage

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

(ii) Employment of Casual Employees

It is accepted that State Transit from time to time requires the use of casual employees. As part of this process it would be a requirement that all casual employees to be engaged in the future would undertake a selection process as determined by State Transit in order to determine suitability for employment. To ensure



sufficient numbers of suitable casual employees are available a current register shall be maintained by State Transit. These employees would be required to rotate on an "as required" basis to ensure on the job training and skill level is maintained. This register would be subject to ongoing review to ensure demand for suitable casual employees can be met.

(iii) Selection Process

The procedure for hiring persons for future employment, both permanent and casual, will be by way of appropriate selection process and panel as determined by the State Transit. The panel will consist of a number of representatives nominated by management together with one current employee of State Transit from the area of employment where the vacancy exists. The employee representatives selected will be required to undertake and complete appropriate training in selection techniques and procedures. The Union will be consulted in respect of the employees selected.

(iv) Advertising of Positions

At the time of it being determined by State Transit that a vacancy exists and recruitment is required, State Transit will advertise the position both internally and 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 one 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.



30. CODE OF CONDUCT

All employees will be expected to comply with the principles of State Transit's code of conduct.

31. 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.

32. STAFFING OF VESSELS

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

33. NO EXTRA CLAIMS

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

34. QUALITY IMPROVEMENT PROGRAM AND FLEXIBILITY IN WORK ARRANGEMENTS

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

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

- (a) Job descriptions which provide for flexibility.
- (b) Development of new performance standards/performance indicators and benchmarks.
- (c) Customer driven service culture.
- (d) Attainment of Best Practices standards, through continuous improvement.
- (e) Team building and team work approach to the working environment.



- (f) Employee involvement in decision making.
- (g) Effective communication.
- (h) Commercial approach to all activities and a focus on the need to compete in order to survive.

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

35. EXPANSION OF DUTIES

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

- (i) Minor Gangway Repairs.
- (ii) Additional cleaning of wharves.
- (iii) Minor repair work including;
 - * Lighting.
 - * Minor Wharf Repairs.
 - * Reporting Equipment and Failures.
 - * Clearing Jammed Machinery.
 - * Changing of Lights
 - * Minor Painting of:-
Wharves
Vessels.

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

36. WAGE INCREASE

A lump sum payment of \$600 will be paid to each full time employee. Casuals will be paid a pro rata payment based on time worked. Attachment 'A' details the weekly rates to be paid to General Purpose Hands which are to apply from 2 January 2000. This structure replaces the previous classifications of

- * Deckhand
- * Wharfhand



37. TERM OF AGREEMENT

This Agreement shall operate from date of certification to 1 January 2001.

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

State Transit Authority of New South Wales.

ATTACHMENT A

RATES OF PAY

Classification	Rate per Week
General Purpose Hand	\$512.60

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