

WITHOUT PREJUDICE DRAFT

**SYDNEY FERRIES
SALARIED AND SENIOR OFFICERS
AGREEMENT 2009**

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1	Title	4
2	Parties	4
3	Scope	4
4	Duration	4
5	Implementation of this Agreement	4
6	Definitions	4
7	Strategic Context	5
7.2	Sydney Ferries Objectives	5
8	Employee Consultation and Communication	5
9	Workplace Representatives	6
10	Dispute Settlement Procedure	6
11	Forms of Employment	7
12	Engagement of Employees	7
13	Recruitment and Selection	7
14	Flexible Working Arrangements	8
14.2	Home-Based Work	8
15	Higher Duties	8
16	Payment of Salaries	8
17	Pay Increases	8
18	Incremental Salary Points	9
19	Industry Allowance	9
20	Superannuation	9
21	Salary Sacrifice	9
22	Expenses	10
23	Rostering Arrangements – Senior and Salaried Rostered Employees	10
24	Notification of Roster Changes	11
25	Shift Exchanges	11
26	Ordinary Working Hours: Non-Rostered Senior and/or Salaried Employees	11
27	Ordinary Working Hours: Casual Employees	12
28	Accumulated Days Off: Non-Rostered and Rostered Employees	12
29	Overtime	12
30	Working Hours Accountability	13
31	Public Holidays	13
32	Penalties	13
33	Annual Leave	14
34	Cashing Out Annual Leave	14
35	Long Service Leave	14
36	Personal/Carer's Leave	15
37	Personal/Carer's Leave Documentary Requirements	15
38	Compassionate Leave	16
39	Maternity Leave	16
40	Adoption Leave	16
41	Parental Leave	16
42	Parental Support Leave	17
43	Study Leave	17
44	Leave Without Pay/Career Break	17
45	Community Service Leave	17
46	Picnic Day Leave	17
47	Training and Development	18
48	Travelling Assistance	18
49	Travel Pass	18
50	Uniforms	18

WITHOUT PREJUDICE DRAFT

51	Code of Conduct	18
52	Equity and Diversity Policy: Harassment and Prevention Policy	18
53	Personal Items Compensation	19
54	Redundancy	19
55.	Termination with Notice	19
56.	Leave and Payment in Lieu of Notice	20
57.	Payment on termination	20
58.	Termination without Notice	20
59	Abandonment of Employment	20
60	Signatories to the agreement	22
	ANNEXURE A	23

WITHOUT PREJUDICE DRAFT

1 Title

This Agreement is the Sydney Ferries Salaried and Senior Officers Agreement 2009 (the Agreement).

2 Parties

The Parties to this Agreement are:

- Sydney Ferries (SF),
- Rail, Tram and Bus Union (RTBU); and
- Australian Services Union (ASU)

together "the Parties"

3 Scope

3.1 This Agreement covers salaried and senior employees of Sydney Ferries whose classifications appear in Attachment A.

3.2 This Agreement replaces all previous agreements applying to Salaried and Senior officers.

4 Duration

4.1 This Agreement commences on 1 January 2009 and has a nominal expiry date 2 years from the date of commencement.

4.2 The parties agree that negotiations for a replacement agreement should commence at least six months prior to the nominal expiry of this agreement.

5 Implementation of this Agreement

5.1 Copies of this Agreement are available to employees at the workplace.

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

5.3 No industrial action will be taken on any matter covered by this Agreement during its term.

5.4 The procedure for resolving disputes is set out in clause 11 of this Agreement.

6 Definitions

"**SF**" means Sydney Ferries

"**rostered employee**" means an employee whose hours of work are determined by the operational needs of Sydney Ferries and set out in a roster over seven days per week which includes regular shift work.

"**non-rostered employee**" means an employee who works predominantly office hours Monday to Friday each week.

"**documentary evidence**" for personal/carer's leave purposes comprises:

- a medical certificate from a registered health practitioner;
- a medical certificate from a certified alternative health practitioner recognised by a registered health fund (except in cases involving workers' compensation); or
- a statutory declaration made by the employee only if the employee can demonstrate that he or she is unable to attend a medical practitioner for that illness or injury.

"**household**" means the usual occupants of the dwelling in which the employee normally resides.

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"**immediate family**" includes a spouse and a former spouse of the employee and a child (including an adult child, adopted child, step child or ex nuptial child), parent, grandparent, grandchild or sibling of the employee or the employee's spouse.

"salaried employee" means an employee whose position is classified as a Clerk ranging from Grade 1 to Special Grade and whose rate of pay falls within the salaried officer classification range of Clerk Grade 1 to Clerk Special Grade at Annexure A.

"senior employee" means an employee whose position is classified as a Senior Officer ranging from Grade A to G and whose rate of pay falls within the Senior Officer classification at Annexure A.

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7 Strategic Context

7.1 Sydney Ferries Goals

SF aims to deliver a quality ferry service for Sydney by:

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

7.2 Sydney Ferries Objectives

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

8 Employee Consultation and Communication

8.1 Effective consultation and communication is essential in maintaining the viability of the business. Information sharing will be achieved through timely direct consultation and by both formal and informal means, such as presentations, newsletters, information on notice boards and other appropriate mediums.

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

8.3 SF respects the rights of its employees to negotiate collectively and to negotiate collective agreements.

8.4 SF recognises the value of involving its employees in communication and discussions on issues that affect them. One of the vehicles for this is the SF Consultative Committee.

8.5 The Consultative Committee shall comprise management and employee representatives which can include an officer and delegates of the ASU and RTBU. The Committee shall meet at least four times a year at approximately two month intervals or as necessary, or as agreed. The minimum requirement for attendance at meetings will be specified in the Committee's terms of reference.

Comment [g1]: References to ASU and RTBU removed because they are "prohibited content".

8.6 The SF Consultative Committee will deal with employment-related issues which affect salaried and senior officers. SF Human Resources Procedures and Working Instructions as determined by management shall be provided to the SF Consultative Committee for consideration prior to implementation. The SF Consultative Committee may form sub-committees to consider delegated matters.

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8.7 The Parties will consult in a positive fashion to identify and implement continuous improvements that enhance Sydney Ferries services and value to customers.

9 Workplace Representatives

~~9.1 SF recognises the importance of work place representatives.~~

9.2 ~~After formal written notification SF will recognise employees appointed by ASU/RTBU as workplace delegates. In recognition of their representative responsibilities, accredited employee representatives who are SF employees Delegates will be recognised as accredited representatives and~~ will be allowed the necessary time during working hours to conduct the business of a workplace representative and use appropriate resources to meet these obligations.

Comment [g2]: This term accredited has been replaced by nominated.

9.3 Workplace ~~delegates representatives~~ are committed to consultation and working with SF in the interest of their constituents and the organisation.

10 Dispute Settlement Procedure

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10.1 The Parties are committed to avoiding industrial disputation by following the steps outlined below where disputes and/or grievances arise.

10.2 Work will continue as normal and without interruption while steps 1 to 3 inclusive are being followed unless the dispute is a health and safety issue which places employees or the general public in a situation of immediate risk of injury or illness.

Comment [g3]: "as normal and without interruption" will be replaced with "work can continue without interruption, and work practices which existed prior to the dispute, shall apply while steps 1..."

10.3 As a general guide, 'reasonable time' in relation to Steps 1-3 is 48 hours or agreement to meet to discuss the matter at a later date. The general guide of 48 hours may be extended to accommodate public holiday and/or weekends.

10.4 After step three has occurred, SF may implement new work practices, except where it would cause an immediate risk to health and/or safety. The introduction of new practices shall not prejudice either party as to the final resolution of the matter.

10.5 STEP 1

In the event of a dispute in relation to a matter arising under the Agreement the matter shall in the first instance be discussed between the employee/s and their immediate supervisor who will attempt to resolve the problem within a reasonable time.

10.6 STEP 2

If the matter cannot be resolved between the employee/s and their supervisor, it will be referred to a relevant Manager who will then seek resolution of the matter within a reasonable time, failing which the assistance of a more senior manager may be sought.

10.7 STEP 3

If the matter remains unresolved within a reasonable time from when it was first raised with the supervisor, it may be referred to the General Manager of the Division for resolution.

10.8 STEP 4

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Where the above steps complied with and the matter remains unresolved, the dispute may be referred to the Australian Industrial Relations Commission (the Commission) for resolution by mediation and/or conciliation and, if the dispute remains unresolved, by arbitration.

10.9 If arbitration is necessary the Commission may exercise procedural powers in relation to hearings, witnesses, evidence and submissions which are necessary to make the arbitration effective.

10.10 The decision of the member will bind the parties, subject to either party exercising a right of appeal against the decision to a Full Bench of the Commission.

10.11 A Party to the dispute may appoint another person, organisation or association to accompany or represent them in relation to the dispute.

10.12 Nothing in these procedures will prevent any party from exercising its rights under the *Workplace Relations Act 1996*.

~~10.13 Issues which are proceeding under SF's Disciplinary Procedure will be concluded prior to being actioned in accordance with this clause.~~

11 Forms of Employment

11.1 Employees may be engaged on one of the following terms:

- permanent (on a full time or part time basis)
- temporary (on a full time or part time basis or engaged for a specific period and for a clearly defined reason.
- casual.

12 Engagement of Employees

12.1 Each and every employee shall be engaged for work by a letter of appointment at commencement of his or her employment. The letter shall specify the role, classification, remuneration and conditions of employment.

12.2 Permanent part-time employees are engaged on an ongoing basis for a fewer number of hours per week than permanent full-time employees. All terms and conditions for part-time employees are calculated on the proportion of full-time hours depending upon the number of hours per weeks for which a part-time employee is engaged.

12.3 Casual employees are:

- a) engaged by the hour; and
- b) paid a loading of 25% for all hours worked in lieu of Sick Leave, Annual Leave, Annual Leave loading and the Industry Allowance.

13 Recruitment and Selection

13.1 SF is committed to recruiting the best person for the job through the established merit selection process.

13.2 Applicants for positions are required to possess qualifications and health standards in accordance with the position description for the particular position.

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13.3 In the event a position becomes vacant SF will review the position and determine whether the position is to continue. SF will commence recruitment for the position as soon as practicable, within three months, where the position is to continue.

14 Flexible Working Arrangements

14.1 SF is committed to exploring flexible working arrangements where practicable which allow SF employees to balance work and outside work responsibilities and which are operationally practicable. Such arrangements could include but not be limited to:

- job share for permanent employees;
- part time work;
- transition to retirement; or
- home-based work (see clause 14.2)

14.2 Home-Based Work

14.2.1 A Permanent employee may apply to his/her General Manager for approval to work from home if the employee can demonstrate their work can be carried out efficiently and effectively.

14.2.2 A permanent employee is not entitled to work from home for more than 2 days per week unless authorised by his/her General Manager.

14.2.3 The Permanent employee must demonstrate he/she has suitable resources at home to undertake work.

14.2.4 Prior to a General Manager approving arrangements for an employee working at home an OH&S Risk Assessment and clearance must be submitted for consideration.

14.2.5 Approval for working from home arrangements is to be reviewed by the General Manager on a regular basis.

15 Higher Duties

15.1 SF is committed to offering its employees promotional opportunities by encouraging employees to act in higher positions when a supervisor is absent.

15.2 An employee shall be formally appointed to a higher grade for the period they are acting in the higher position.

16 Payment of Salaries

Employees are paid each fortnight by electronic funds transfer into a financial institution nominated by the employee.

17 Pay Increases

The parties agree to the following pay increases during the life of this Agreement:

Date	Increase
DoE	2.5%
12 months from DoE	2.5%

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18 Incremental Salary Points

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18.1 The employee salary structure in this Agreement includes incremental points in each grade. An employee's incremental position will be reviewed on an annual basis through a performance review process.

18.2 Where an employee's performance review meets the appropriate standard the supervisor will recommend to the relevant General Manager that the employee move to a higher incremental salary point within the employee's classification grade.

18.3 The *Performance Management Policy and Performance Management Procedures* set out the process for performance management arrangements in Sydney Ferries including:

- i. process; and
- ii. ratings for salary progression.

18.4 For the purposes of increment progression, an employee's performance cycle commences each year on the date of the employee's appointment or anniversary of their appointment or on another date agreed between the employee and their manager.

18.5 A performance management agreement is agreed between an employee and their manager. The agreement sets out how the employee will contribute to SF's goals.

18.6 At any time during this procedure the employee can use the formal Dispute Settlement Procedure to resolve issues. Employees and their managers are encouraged to resolve difficulties informally.

19 Industry Allowance

19.1 Permanent and temporary employees are entitled to an Industry Allowance, which is included in the Salary. Prior to this Agreement, the Industry Allowance was \$2001.00. This amount will increase in line with annual increases under this Agreement.

19.2 The Industry Allowance requires employees to comply with the Dispute Settlement Procedure. In the event employees fail to comply with the procedure SF may remove the allowance.

20 Superannuation

SF is required under Federal Superannuation laws to make employer contributions to a complying Superannuation Fund on behalf of its employees.

21 Salary Sacrifice

21.1 A permanent employee may elect to salary sacrifice their pre-taxed based salary subject to complying with Australian Taxation Laws, Australian Taxation Office Rulings and New South Wales Government Guidelines and SF administrative procedures.

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21.2 A permanent employee is required to seek expert financial advice before applying for salary sacrifice arrangements. SF is not responsible in any way for the financial impact of employees' salary sacrifice arrangements.

21.3 An employee is liable for the payment of any fringe benefit in tax attracted by SF as a result of the employee's salary sacrifice arrangement.

22 Expenses

22.1 SF will reimburse an employee any approved expenses reasonably incurred by them in the service of interest of SF.

22.2 If there is a disagreement on the reimbursement of expenses between the SF and an employee then the disagreement will be resolved in accordance with the Dispute Resolution Procedure set out in this Agreement.

23 Rostering Arrangements – Senior and Salaried Rostered Employees

23.1 Sydney Ferries operates 7 days a week over 365 days per year.

23.2 Rostered Senior and Salaried employees are required to work shift work on a roster system.

23.3 Employees who are rostered must ensure that they are available for duty and carry out such functions or duties as reasonably required by Sydney Ferries, consistent with their position description.

23.4 The following principles are the basis for developing rosters:

- a) Operational requirements of the business;
- b) Timetabled Ferry Services;
- c) Employee's duty and rostered days off;
- d) The fatigue assessment of rosters using the FAIDSAFE system; and
- e) Employee's work life balance

23.5 Rosters for Senior and Salaried Rostered Employees will:

- a) be prepared on a regular cycle;
- b) be exhibited at a place reasonably accessible to employees; and
- c) be altered in accordance with the notice provisions set out in this agreement

23.6 Rosters for Annual Leave will be prepared on a yearly basis.

23.7 A rostered shift for a permanent and/or temporary fulltime employee will:

- not be less than 6 hours in duration; or
- exceed 12 hours in duration.

23.8 A rostered shift for a rostered casual employee will:

- not be less than 4 hours in duration; or
- exceed 12 hours in duration.

23.9 There will be a clear break of 10 hours between each shift, unless otherwise agreed between the employer and employee, subject to consideration of fatigue issues.

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23.10 An employee may be asked to work longer than 12 hours in a shift in exceptional or unforeseen circumstances and will be paid overtime for the extra time worked.

23.11 A rostered employee who attends for duty in accordance with instructions but is not required shall receive a minimum of four hours pay. A rostered employee who actually commences duty and is not required for a full shift shall receive payment for an entire shift.

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23.12~~4~~ The hours of work over a roster cycle for permanent and /or temporary full-time rostered employees shall be devised on the basis of 160 hours in any 4 week period where those employees are entitled to 12 ADOs per annum. Those rosters shall include the equivalent of 8 Rostered Days Off over a 4 week period and, where applicable, ADOs.

23.12 Rostered employees are entitled to a break of 30 minutes free from duty after each 5 continuous hours of work. A crib break shall commence not less than two hours or more than five hours from the commencement of a shift.

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24 Notification of Roster Changes

24.1 The hours of work over a roster cycle for permanent and/or temporary full time employees shall be devised on the basis of 152 hours where those employees do not accrue 12 ADOs per annum. Sydney Ferries will provide 7 days notice to a permanent and/or temporary rostered employee of a minor roster change.

24.2 In exceptional circumstances Sydney Ferries will provide 24 hours notice to a permanent and/or temporary rostered employee of a roster change. In the event an employee cannot accommodate a roster change within 24 hours notice the issue will become subject to the Dispute Resolution Procedure.

24.3 Sydney Ferries shall provide 21 days notice to a permanent and/or temporary rostered employee of a significant roster change.

24.4 Sydney Ferries shall provide rostered casual employees with as much notice as possible of a roster change.

25 Shift Exchanges

25.1 Employees may exchange shifts (not rosters) by mutual agreement, subject to SF's approval.

25.2 Employees who intend to exchange shifts will provide SF with adequate notice of any proposed exchange.

25.3 In considering a request for an exchange of shift SF shall consider any fatigue impact on the employees who wish to exchange shifts.

25.4 All requests for shift exchange must be in writing.

26 Ordinary Working Hours: Non-Rostered Senior and/or Salaried Employees

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26.1 Non-rostered salaried and senior employees generally work office hours on Monday to Friday to a maximum of 38 hours per week. In order to accrue additional time towards an 'accumulated day off' (ADO) a non-rostered employee will work 40 hours per week.

26.2 Non-rostered salaried employees who were engaged by Sydney Ferries prior to 31 December 2005 work 35 hours between Monday and Friday. This clause applies only to a specific list of Sydney Ferries salaried employees employed before 31 December 2005.

~~27.3 Non-rostered salaried officers engaged after 31 December 2005 work 40 hours per week and accrue 12 ADOs per annum or work 38 hours per week and do not accrue any ADOs.~~

Comment [g4]: The clause in the box below will be reinserted

27 Ordinary Working Hours: Casual Employees

A casual employee is engaged to work by the hour and the ordinary hours of duty are for a casual employee are 38 hours per week. Ordinary hours are worked on the basis of a 24 hour day, 7 days per week, 365 days per year.

28 Accumulated Days Off: Non-Rostered and Rostered Employees

28.1 A non-rostered or rostered employee accrues one ADO per month where that employee works 160 hours during that month.

28.2 ADOs may be accrued up to a maximum of 12 day per annum.

28.3 If, for operational reasons, an employee is unable to take his/her ADOs SF may either approve a cash out of those accrued days in any given year.

28.4 ADOs do not accrue from one accumulation year to another.

29 Overtime

29.1 All overtime must be authorised by Sydney Ferries in advance of the overtime being worked.

~~29.2 Rostered and non-rostered Senior employees are not generally entitled to overtime payments under this Agreement. Such employees are required to hold themselves in some degree of readiness for extra duty. The relevant senior manager (General Manager or their authorised nominee) may approve payment for overtime to Senior employees where exceptional circumstances warrant such action. Any such approval must be pre-approved in writing.~~

~~Payment of overtime in these circumstances is at the single time rate and no other penalties apply.~~

~~whether rostered or non-rostered are not entitled to overtime payments under this Agreement. Where a Trade Supervisor, Controlling Officer or Rostering Scheduling Supervisor is required to work an additional shift, that officer shall be entitled to payment for that shift.~~

29.3 Salaried employees are entitled to work and be paid overtime subject to pre-approval of overtime by the relevant Supervisor.

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29.4 Payment to rostered Salaried employees for time worked in excess of ~~ordinary~~ rostered hours worked on any one day will be time and a half for the first 3 hours and double time thereafter. Payment to non-rostered Salaried employees for time worked in excess of ordinary hours worked on any one day will be time and a half for the first 3 hours and double time there after.

29.5 Payment to rostered Salaried employees for time worked in excess of weekly ~~ordinary-rostered~~ hours will be at time and a half. Weekly overtime payments will not be offered in addition to daily overtime payments. Payment to non-rostered Salaried employees for time worked in excess of weekly ordinary hours will be at time and a half. Weekly overtime payments will not be offered in addition to daily overtime payments.

~~29.6 Overtime payment for salaried employees on a Saturday is at time and a half for 3 hours and double time thereafter.~~

29.7 Rostered employees engaged on a casual basis are entitled to overtime payment at the rate of time and a half for work undertaken in addition to his/her rostered hours on any shift.

~~29.8 A rostered employee who works authorised overtime for two hours in excess of their shift is entitled to a meal allowance when they finish later than 8.00am or 1.30pm or 6.30pm or 1.00am.~~

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30 Working Hours Accountability

30.1 Sydney Ferries will 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.

30.2 Each and every day, the employee will record his/her times of being on duty including the times of commencing and finishing on each day.

30.3 Sydney Ferries will keep a record of payments made to each and every employee, including wages, overtime payments and all allowances.

31 Public Holidays

31.1 An employee will be granted all New South Wales Gazetted Public Holidays.

31.2 In the event an employee is required to work on a public holiday he or she shall be entitled to a penalty of time and a half and a day off in lieu for rostered hours worked. For all hours worked on a public holiday in addition to rostered hours worked, the employee shall be entitled to payment at double time and a half. The employee shall be entitled to accrue time off in lieu.

31.3 At the end of each financial year in any given year, time off in lieu in relation to public holidays worked for the previous year will be paid.

32 Penalties

32.1 A permanent full-time employee is entitled to be paid penalty rates at double time plus a day in lieu if required to work on Christmas day. Work in excess of

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rostered hours on Christmas Day will be paid at triple time. Work on Christmas Day does not incur any other penalty.

32.2 A rostered salaried employee who is required to work on a Saturday is entitled to a payment at the rate of time and a half for the length of time they are required to work.

32.3 Salaried Officers are entitled to be paid penalty rates at double time for being required to work on a Sunday.

32.4 A rostered salaried employee is entitled to be paid a morning penalty of ~~\$1.56~~2.55 per hour when he/she commences work at or between 4am and 5:30am, Monday to Friday. A rostered salaried employee is entitled to be paid an afternoon penalty of ~~\$2.55~~1.56 per hour when he/she commences work before 6pm and finishes at or after 6:30pm. These penalties do not apply to Saturday, Sunday, public holiday work or overtime.

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33 Annual Leave

33.1 All employee requests for annual leave are subject to approval by SF.

33.2 All full-time non-rostered employees are entitled to 20 days' annual leave per annum.

33.3 All non-rostered part-time employees are entitled to the equivalent of 20 days' pro rata annual leave dependent on the work undertaken during the course of each year.

33.4 All temporary employees accrue an entitlement to pro rata annual leave equivalent to permanent full-time.

33.5 All permanent full-time rostered employees are entitled to 25 days' annual leave per annum.

33.6 All permanent part-time rostered employees are entitled to the equivalent of 25 days pro rata.

33.7 All employees will take their annual leave each year unless authorised by SF to accrue such leave. A maximum of 40 days' annual leave per employee can be held at any one time.

33.8 Annual leave loading will be paid at a rate of 17.5% of the ordinary rate of pay paid during the leave period.

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Comment [g6]: This will be changed to reflect that Rostered Salaried employees are paid 20%

34 Cashing Out Annual Leave

34.1 Employees may apply to cash out a portion of their annual leave above 20 days accrued at the current rate of pay.

35 Long Service Leave

35.1 All full-time employees are entitled to 60 calendar days' long service leave upon completing 10 years of recognised service.

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35.2 After the initial 10 years, full-time employees accumulate 15 calendar days' long service for each additional year of service.

35.3 All requests for long service leave are subject to approval by SF.

35.4 Employees may apply to cash out a portion of their long service leave.

36 Personal/Carer's Leave

36.1 Full time employees accrue a personal/carer's leave of 10 days for each completed year of paid service for employees who were engaged after 29 March 2006.

36.2 Employees who were engaged before 29 March 2006 continue to accrue 12 days personal/carer's leave for each completed year of service.

36.3 Personal/carer's leave accrues on a monthly basis.

36.4 Part-time employees' personal/carer's leave accrues monthly at pro rata rates on the basis of the hours set out in their part-time work agreement.

36.5 All periods of paid personal/carer's leave count as service for all purposes.

36.6 The Chief Executive Officer may approve paid Personal/Carers Leave in addition to the entitlement set out in this agreement.

36.7 Personal/carer's leave may be granted in the following circumstances:

- a) sick leave: where the employee is ill or injured; or
- b) carer's leave: to provide care or support to a member of the employee's immediate family, or a member of the employee's household, who requires care or support because of:
 - (i) a personal illness, or injury, of the member; or
 - (ii) an unexpected emergency affecting the member.

36.8 Full time employees are entitled to use up to 10 days personal/carer's leave per year for caring duties.

36.9 If an employee takes ill or is injured whilst on annual or long service leave, the number of days of incapacity shall be re-credited, provided that:

- a) the incapacity is promptly reported to Sydney Ferries (within 7 days);
- b) the period of incapacity or illness occurs within Australia and is a minimum of one week;
- c) the employee submits a medical certificate to the effect that due to the nature of their incapacity or illness the employee would be unable to perform their normal duties;
- d) the employee does not resign or elect to retire without resuming duty.

37 Personal/Carer's Leave Documentary Requirements

37.1 An employee applying for paid personal/carers or unpaid carers leave must provide Sydney Ferries with a medical certificate attached to the Leave Application Form in the following circumstances:

- Any absence due to personal illness or injury immediately before or after an Additional Day Off (ADO), a Rostered Day Off (RDO) or a Public Holiday;
- Any such absence for longer than 3 consecutive days;

WITHOUT PREJUDICE DRAFT

- Any absence during the first month of employment;
- For every application for paid personal leave after an employee has taken 6 individual leave days;
- On every occasion where an employee has exhausted all accrued entitlements to paid personal/carers Leave;
- Where Sydney Ferries is concerned that an Employee is not fit to undertake his/her role; or
- As a result of a Sick Leave Review.

37.2 An employee is only entitled to submit a Statutory Declaration to Sydney Ferries for consideration as evidence of personal illness or injury in the event that employee is unable to attend a medical practitioner for that illness or injury.

38 Compassionate Leave

Subject to SF approval which requires an employee providing SF with appropriate documentary evidence an employee is entitled to:

- i. two days paid compassionate leave on each occasion where a member of an employee's immediate family or household suffers an injury, or contracts or develops a personal illness, which poses a serious threat to his or her life; or
- ii. reasonable paid compassionate leave of at least two days after the death of a member of an employee's family or household or a close friend.

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39 Maternity Leave

39.1 All permanent full-time and part-time female employees are entitled to 9 weeks paid maternity leave from the date maternity leave commences.

39.2 Subject to SF approval the 9 weeks of paid maternity leave provided for in clause 40.1 may be taken at the rate of 18 weeks at half pay.

39.3 All permanent full- and part-time female employees are entitled to 52 weeks unpaid maternity leave.

40 Adoption Leave

40.1 All permanent full- and part-time employees (who are primary carers of the adopted child) are entitled to 9 weeks paid adoption leave from the date of approval of the adoption leave.

40.2 Subject to SF approval the 9 weeks of paid maternity leave provided for in clause 41.1 may be taken at the rate of 18 weeks at half pay.

40.2 All permanent full- and part-time employees (who are the primary carers of the adopted child) are entitled to 52 weeks unpaid adoption leave subject to approval of the adoption leave.

41 Parental Leave

All permanent full- and part-time employees who are the primary carers of a child and not entitled to maternity or adoption leave are entitled to 52 weeks unpaid leave subject to approval by SF commencing within the period up to 2 years from the date of birth of a child or taking custody of a child.

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42 Parental Support Leave

Following the birth or adoption of their child, employees who have parental responsibilities for the child may have access to up to two weeks paid leave in the first 12 months.

43 Study Leave

An employee may apply to SF for Study Leave. Such leave may be granted to an employee in accordance with SF Training and Development Policies.

44 Leave Without Pay/Career Break

44.1 All permanent full time or part time employees may apply for, and be granted, leave without pay, subject to the SF organisational requirements and sufficient good reasons for the application.

44.2 All Permanent employees may apply for a career break, without pay subject to SF organisation requirements.

45 Community Service Leave

45.1 An employee who engages in an eligible community service activity is entitled to be absent for a period of time if, unless the activity is jury service, the employee's absence is reasonable in all the circumstances.

45.2 Eligible community service activity comprises:

- i. jury service (including attendance for jury selection) that is required by or under a law of the Commonwealth, a State or a Territory; or
- ii. a voluntary emergency management activity; or
- iii. unpaid military leave.

45.3 An employee who wants an absence from his or her employment to be covered by this clause must give SF notice of the expected period of absence as soon as practicable.

45.4 An employee has given notice of community service absence must provide evidence that the absence is because the employee has been or will be engaging in an eligible community service activity.

45.5 On receipt of evidence of the employee attending jury service and the amount received by the employee to attend the service the SF will reimburse the permanent full- time or part-time employee up to the equivalent of their SF salary.

46 Picnic Day Leave

46.1 Where reasonably practicable an employee will be granted a day's leave, without deduction of pay and upon proof of attendance, each calendar year to attend the annual salaried and senior officers' picnic.

46.3 An employee who:

- is not required by the employer to work in his or her normal area of employment on the picnic day and
- does not purchase a ticket for the picnic

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will, where appropriate, be provided with alternative duties on that day. Such duties are to be at the discretion of the employer.

46.4 An employee who elects to work in accordance with sub-clause 51.3 is not entitled to any additional payment for the Picnic day.

47 Training and Development

47.1. Training Development opportunities for employees are established in the Sydney Ferries Training and Development Program.

47.2. An Individual employee should discuss training and development opportunities with his/her Supervisor as part of the performance review. The proposed opportunity is approved by the Director of Training and Development and their relevant General Manager.

48 Travelling Assistance

48.1 An employee required to commence work at or prior to 5am or finish work at or after 12 midnight is entitled to assistance in travelling to or from their place of residence.

48.2 In the event an employee is offered assistance in travelling to or from their place of residence, in the form of transport as per the above subclause, SF will offer the employee travel by a vehicle up to the metropolitan taxi district limits. The metropolitan taxi district limit is defined as, Otford in the South, Brooklyn in the North, Nepean River in the West and a straight line drawn from Penrith to Camden to cover the South/West boundary.

48.3 In the event an employee is required to change location of their work SF will assist the employee to do so.

49 Travel Pass

In accordance with the New South Wales Government commitment to provide travel passes and other concessions to SF Employees, SF shall continue to distribute those passes and concessions to its Employees for the duration of the Agreement.

50 Uniforms

50.1 On engagement SF will supply relevant employees with garments [comprising of](#) their uniform (including protective clothing where necessary).

50.2 SF will replace items of uniform apparel for each employee on a fair wear and tear basis.

51 Code of Conduct

51.1 The SF code of conduct sets out acceptable conduct at work for its employees and will be followed in dealing with these matters.

51.2 The Parties agree that each employee will comply with the SF Code of Conduct.

52 Equity and Diversity Policy: Harassment and Prevention Policy

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

53 Personal Items Compensation

Where an employee sustains damage to, or loss of, their personal effects SF may reimburse the employee for damage or loss to personal effects subject to the following:

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

54 Redundancy

54.1 Sydney Ferries operates in a changing environment and needs to restructure its operations and workforce to respond to those changes. Sydney Ferries' strategies for managing its employees in response to any changes affects its ability to attract and retain a skilled and loyal workforce.

54.2 Employees' entitlement to redundancy benefits will be in accordance with Sydney Ferries Redeployment of Displaced Employees Procedure dated 5 May 2005 unless replaced by another set of procedures.

, subject to and as modified by:

- the approval of, and any conditions negotiated by, the NSW Government; and
the Workplace Relations Act 1996 (Cth).

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57 Summary Termination of Employment

Sydney Ferries may immediately terminate the employment of an employee if the employee at any time:

- a) commits any serious breach of this Agreement including, without limitation, intentional disobedience, dishonesty, serious or persistent neglect, behaves in such a way as to create a risk to the safety of the ferry service, themselves or any person (whether or not such a risk materialises and causes actual harm), or is at work while under the influence of drugs or alcohol;
b) seriously breaches any term of this Agreement or any other rules or procedures established by Sydney Ferries without cause;
c) becomes of unsound mind or a person whose person or estate is liable to be dealt with under laws relating to mental health; and
d) is substantially prevented from performing their duties because of physical or psychological incapacity for 90 consecutive days or for 90 days during a period of 180 consecutive days where, in the opinion of a physician selected by Sydney Ferries, the incapacity can be reasonably expected to continue.

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55. Termination with Notice

55.1 Sydney Ferries may terminate the employment of an employee at any time with reasonable written notice subject to any probationary periods.

55.2 An Employee may terminate their employment at any time on two weeks' written notice.

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56. Leave and Payment in Lieu of Notice

Sydney Ferries may in its discretion at the outset of, or at any time during, a period of notice:

- i. bring the Employee's employment to an immediate end and pay the Employee an amount equal to the salary that he or she would have received during the remaining portion of that notice period; or
- ii. require that the Employee remain at home for the remaining portion of that notice period.

57. Payment on termination

57.1 If the employment of an Employee is terminated under this clause Sydney Ferries will provide the following payments to that Employee:

- i. accrued salary to which the Employee is entitled as at the termination date;
- ii. outstanding superannuation contributions as at the termination date; and
- iii. any amount to which the Employee is entitled in lieu of unused Annual Leave and/or Long Service Leave as at the termination date.

58. Termination without Notice

Sydney Ferries may immediately terminate the employment of an Employee by notice in writing for serious misconduct.

6061 Termination of Employment with Notice

6061.1 Sydney Ferries may terminate the employment of the employee at any time on four weeks' written notice.

6061.2 An employee may terminate their employment at any time on four weeks' written notice.

6061.3 Sydney Ferries may at its discretion at the outset of, or at any time during, a period of notice:

- a) bring the employee's employment to an immediate end and pay the employee an amount equal to the remuneration that he or she would have received during the remaining portion of that notice period; or
- b) require that the employee remain at home for the remaining portion of that notice period.

6162 Payment on Termination

If the employment of an employee is terminated in accordance with clauses 59 and 60, Sydney Ferries will pay all outstanding entitlements to that employee.

6259 Abandonment of Employment

In the event an Employee abandons his/her employment by being absent from work for 21 days SFC shall direct the Employee to return to work within 7 days. In the event the Employee fails to notify SFC or return to work as directed the Employee

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~~shall be terminated with no further notice or payments except for accrued entitlements to the date of abandonment of employment.~~

~~6263.1 In the event that an employee is absent from work for 7 consecutive days without cause, notice or approval, Sydney Ferries will direct the employee in writing to return to work within 7 days.~~

~~6263.2 Sydney Ferries will maintain all records of all attempts to contact an employee who is absent without cause, notice or approval during the period provided for in clause 6263.1.~~

~~6263.3 An employee will be taken to have abandoned their employment if they, having been directed to return to work in accordance with (a) above, fail to:~~

- ~~a) return to work; or~~
- ~~b) notify Sydney Ferries of the reason why they cannot or will not return to work.~~

~~62.63.4 Sydney Ferries may terminate the employment of an employee who has abandoned their employment without further notice or payments.~~

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60 Signatories to the agreement

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

Signed for and on behalf of the Sydney Ferries

Name _____
Title _____
Authority _____
Signature _____
Witness _____
Date _____

Signed for and on behalf of the Australian Services Union

Name _____
Title _____
Authority _____
Signature _____
Witness _____
Date _____

Signed for and on behalf of the Rail Tram and Bus Union

Name _____
Title _____
Authority _____
Signature _____
Witness _____
Date _____

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ANNEXURE A

RATES OF PAY

SENIOR OFFICER CLASSIFICATION LEVELS

WAGE RATES

1 JANUARY 2009

Classification	Increment Levels				
	1	2	3	4	5
Senior A	\$69,560	\$71,910	\$74,428	\$77,242	\$80,509
Senior B	\$79,775	\$82,337	\$85,111	\$88,149	\$91,444
Senior C	\$88,718	\$91,557	\$94,652	\$97,923	\$101,461
Senior D	\$98,347	\$101,501	\$104,881	\$108,723	\$112,884
Senior E	\$107,979	\$111,501	\$115,555	\$119,966	\$124,839
Senior F	\$119,671	\$123,583	\$127,935	\$132,701	\$138,017
Senior G	\$130,538	\$135,073	\$140,040	\$145,262	\$151,048

*These rates include the industry allowance of \$2001

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SALARIED OFFICER CLASSIFICATION LEVELS

WAGE RATES

1 JANUARY 2009

Classification	1 st Year	2 nd Year	3 rd Year	4 th Year	5 th Year	6 th Year
Clerk 1 st Grade						
Salary	\$37,778	\$39,350	\$40,586	\$42,174	\$43,243	\$44,478

Classification	1 st Year	2 nd Year
Clerk 2 nd Grade		
Salary	\$45,078	\$45,678

Classification	1 st Year	2 nd Year	3 rd Year
Clerk 3 rd Grade	\$46,444	\$46,368	\$47,527
Clerk 4 th Grade	\$49,186	\$49,176	\$50,405
Clerk 5 th Grade	\$52,778	\$53,423	\$54,759
Clerk 6 th Grade	\$57,455	\$57,550	\$58,989
Clerk Special Grade	\$62,199	\$63,787	\$65,382

*These rates include the industry allowance of \$2001

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SENIOR OFFICER CLASSIFICATION LEVELS

WAGE RATES

1 JANUARY 2010

Classification	Increment Levels				
	1	2	3	4	5
Senior A	\$71,299	\$73,708	\$76,289	\$79,173	\$82,522
Senior B	\$81,769	\$84,395	\$87,239	\$90,353	\$93,230
Senior C	\$90,936	\$93,846	\$97,018	\$100,371	\$103,998
Senior D	\$100,806	\$104,039	\$107,503	\$111,441	\$115,706
Senior E	\$110,678	\$114,289	\$118,444	\$122,965	\$127,960
Senior F	\$122,663	\$126,673	\$131,133	\$136,019	\$141,467
Senior G	\$133,801	\$138,450	\$143,541	\$148,894	\$154,824

*These rates include the industry allowance of \$2051

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SALARIED OFFICER CLASSIFICATION LEVELS

WAGE RATES

1 JANUARY 2010

Classification						
Clerk 1st Grade	1st Year	2nd Year	3rd Year	4th Year	5th Year	6th Year
Salary	\$38,722	\$40,334	\$41,601	\$43,228	\$44,324	\$45,590

Classification		
Clerk 2nd Grade	1st Year	2nd Year
Salary	\$46,205	\$46,820

Classification	1st Year	2nd Year	3rd Year
Clerk 3rd Grade	\$47,605	\$47,527	\$48,715
Clerk 4th Grade	\$50,416	\$50,405	\$51,665
Clerk 5th Grade	\$54,097	\$54,759	\$56,128
Clerk 6th Grade	\$58,891	\$58,989	\$60,464
Clerk Special Grade	\$63,754	\$65,382	\$67,017

*These rates include the industry allowance of \$2051