

TRANSDEV SYDNEY PTY LTD (LIGHT RAIL) ENTERPRISE AGREEMENT 2015-2018

Note - the model consultation term is taken to be a term of this agreement. This agreement is to be read together with an undertaking given by the employer. The undertaking is also taken to be a term of this agreement. A copy of these terms can be found at the end of the agreement.

Abstract

This document consists of the Enterprise Agreement between Transdev Sydney Pty Ltd(*the Company*) and the Australian Rail, Tram, and Bus Union. The Agreement covers Sydney Light Rail employees as defined and covered by the scope of this Agreement.

Revision	Change No.	Amendments
0		Initial Release into System
1		Amendment to Agreement 2017

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1. OPERATION OF AGREEMENT

1.1 TITLE

This Agreement is made in accordance with the provisions Part 2-4 of the *Fair Work Act 2009*, and will be known as Transdev Sydney Pty Ltd (Light Rail) – Enterprise Agreement 2015-2018.

1.2 PARTIES BOUND

This Agreement shall be binding upon and covers:

- a) Transdev Sydney Pty Ltd in respect of its Sydney light rail operations ("the Company"); and
- b) employees as defined by this Agreement who perform work covered by the scope of this Agreement; and
- c) the Rail Tram and Bus Union, New South Wales Branch who was a bargaining representative for employees covered by this Agreement.

1.3 AWARD RELATIONSHIP

- a) This Agreement and the National Employment Standards ("NES") combined contain the minimum terms and conditions of employment for employees covered by this Agreement.
- b) This Agreement operates to the exclusion of any Awards or Agreements which might otherwise apply to employees covered by this Agreement.

1.4 DURATION

- a) This Agreement will commence operation seven days after it has been approved by Fair Work Commission ("FWC") and will remain in force until 1 November 2018.
- b) A copy of this Agreement shall be exhibited in an easily accessible place within the workplace.

1.5 DEFINITIONS

For the Purpose of this Agreement:

- a) "Casual Employee" means an employee who is engaged as such and paid by the hour. A loading on top of the normal rate of pay applicable to the full-time classification is paid to compensate for the lack of leave and permanency associated with part time or full time employment.

- b) "Immediate family" is as defined by the NES as the following are members of an employee's immediate family:
- i. a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the employee;
 - ii. child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the employee.
- c) de facto partner", in relation to an employee:
- i. means a person who, although not legally married to the employee, lives with the employee in a relationship as a couple on a genuine domestic basis (whether the employee and the person are of the same sex or different sexes); and
 - ii. includes a former de facto partner of the employee.
- d) "The Act" means the Fair Work Act 2009.
- e) "FWC" refers to Fair Work Commission.
- f) "Company" means Transdev Sydney Pty Ltd (the Company in relation to its operations of the Light Rail.
- g) "Employee" means an employee of Transdev Sydney Pty Ltd (the Company) engaged in its light rail operations and who receive payment within the terms of this Agreement and who are parties thereto.
- h) "NES" means the National Employment Standards as set out in the Fair Work Act 2009 (Cth) as amended from time to time.
- i) "Full Time Employee" means an employee who is employed for an average of thirty eight (38) ordinary hours per week.
- j) "Part Time Employee" means an employee engaged on a permanent basis who normally works less than thirty eight (38) rostered hours per week and is entitled to all the benefits on a pro rata basis.
- k) "Shift loading" is an allowance paid to employees by the Company and as defined by Clause 4.3 of this Agreement is calculated as a percentage of the base rate for all time worked on an early morning, afternoon or night shift (the times of which are defined in Clause 4.2 during

ordinary hours but excluding overtime or any other time such as Saturday, Sunday or Public Holiday Penalties which are paid in excess of the base rate.

- l) "Shift Worker" means an employee whose ordinary rostered working hours regularly incorporate nights and weekends, which result in the payment of shift loading and/or penalties.
- m) "Union" means the Rail Tram and Bus Union, New South Wales Branch.
- n) "CSO" means Customer Service Officer
- o) "AO" means Authorised Officer

1.6 OBJECTIVE CLAUSE

The following are the objectives of this Agreement.

- a) To recognise safety as a fundamental contributor to successful operations and to ensure that employment conditions and practices provide a framework within which the Employer can achieve a safe environment.
- b) To ensure all employees are treated with trust, dignity and concern for their rights and individual needs.
- c) To provide Equality of opportunity with respect, to recruitment, training, re-deployment and promotion.
- d) To commit to timely and transparent dispute resolution at the workplace in order to avoid industrial confrontation and associated disruptions to operations or services

2. EMPLOYMENT RELATIONSHIP

2.1 CODE OF CONDUCT

- a) Empowering and enabling employees to participate in the management of the Company also means employees recognising their responsibilities to the Company, to other employees and to themselves. The following responsibilities form the Code of Conduct the Company has for every employee and are a condition of employment.
- b) Employees are required to disclose to the Company any other paid or unpaid employment that they may be undertaking.
- c) Employees are required to:

- ii. act with integrity and honesty at all times;
- iii. treat customers, the public, team members and other employees in a businesslike and courteous manner;
- iv. be aware of customer requirements, as defined in various customer supply agreements, and positively contribute to the agreements' objectives;
- v. adhere to the Company's policies, procedures and relevant regulations. The Company will consult with employee's concerning changes to policy or any new policy and distribute those changes;
- vi. perform quality work in a safe and responsible manner in accordance with personal competencies and experience and the Company's performance standards;
- vii. respect and safeguard the property of customers, employees and the Company;
- viii. not divulge any confidential or commercially sensitive information relating to the affairs of the Company that is gained during the course of employment with the Company;
- ix. ensure that personal/business interests do not conflict with the Company business;
- x. report to work on time and fit for duty on all rostered shifts or days other than those for which leave has been approved;
- xi. comply with the Company's no smoking policy;
- xii. comply with the Company's zero (0.00) blood alcohol and drug free policy;
- xiii. accept responsibility for their own development and seek opportunities to improve their personal competence and performance;
- xiv. treat other employees equitably and with dignity and concern for their rights, freedom and individual needs;
- xv. respond promptly and adhere to all reasonable directives from the Company's management and supervisory personnel.

2.2 WORK HEALTH AND SAFETY ENVIRONMENT

- a) The work health and safety of all employees, contractors, visitors and customers, is the primary concern of the Employer. The parties to this Agreement share an ongoing

commitment to ensure and promote the work health, safety and welfare of all employees, contractors, customers and visitors and nothing in this Agreement shall be designed or applied in ways that reduce or diminish this objective.

- b) The Employer must ensure the health and safety and welfare at work of all its employees.
- c) Subject to relevant legislation and associated regulations, the Employer will continue to consult employees on matter concerning WH&S in accordance with Work Cover endorsed code of practice on consultation.

2.3 CONTRACT OF EMPLOYMENT

- a) Employees under this Agreement will be engaged either as full time, casual, part-time or fixed term contract and will be issued with a letter of appointment at the time of engagement confirming the type of employment. For part-time employees the letter of engagement shall indicate the hours.
- b) The Company shall initiate every appointment and promotion by a letter of offer, which shall cite this Agreement, and the applicable position description as the basis of the terms and conditions of employment and, in particular, whether the appointee is a full time, part time or casual employee and whether the role is a permanent or temporary/fixed term position. Employees are required to perform (or agree to be trained to so perform) a range of duties incidental or peripheral to their main tasks as prescribed in their Position Description which is logical and reasonable for them to perform, subject to the provision of the appropriate training.
- c) The Company may dismiss without notice the employee at any time for wilful misconduct and then shall be liable for payment up to the time of dismissal only.

2.4 PROBATIONARY PERIOD

- a) The first three (3) months of employment shall be a probation period for all full-time and part-time employees engaged under this Agreement. The probation period may be extended up to six (6) months by agreement between the Company and the employee.
- b) This period shall be used by employees to determine whether they wish to pursue continued employment with the Company and for the employer to evaluate whether employees have the qualities necessary for, and are capable of, carrying out their duties and conducting themselves to the employer's standards. The employee or the employer may terminate the employment during this time by providing one (1) week's notice.

- c) Employees shall be advised during the induction process of the standards of performance and conduct they will need to meet and sustain to satisfy the Company and successfully complete the probationary period.
- d) Permanent employees promoted to a higher classification may be required to complete a probationary period of three months and may be returned to their previous classification at any time within the period if the Company assesses their performance as not satisfactory.

2.5 PERMANENT FULL-TIME EMPLOYEES

- a) Except as otherwise provided for herein, the ordinary hours of work shall be seventy six (76) hours per fortnight, divided into not more than ten (10) shifts.
- b) No employee shall be called upon to begin a new shift without having been off duty for at least eleven consecutive hours.
- c) A full time employee must receive a minimum payment of four (4) hours for each shift/day engaged.

2.6 PART-TIME EMPLOYEES

- a) A part-time employee is an employee who has agreed to be engaged to work reasonably predictable hours of work less than thirty eight (38) ordinary hours per week and must receive a minimum payment of three (3) hours for each day engaged.
- b) Part-time employees shall be paid at the same hourly rate of a full-time employee in the same classification and expenses and allowances for their classification as prescribed in this Agreement.
- c) A part time employee may be required to work additional ordinary hours beyond their rostered shifts up to thirty-eight (38). An employee may refuse to work additional hours beyond what is rostered where the working of such additional hours would result in the employee working hours which are unreasonable. For the purpose of this clause what is unreasonable or otherwise will be determined having regard to:
 - i. any additional risk to health and safety;
 - ii. an employee's personal circumstances including any family or carers responsibilities;
 - iii. the needs of the workplace or enterprise;

- iv. the notice (if any) given by the Company of the additional hours and by the employee of his or her intention to refuse it; and
- v. any other relevant matters.

Where additional hours exceed the daily ordinary hours or the weekly ordinary hours for an equivalent permanent full time employee the applicable overtime penalty will be applied to the excess hours worked.

- d) On engagement, part-time employees will have confirmation in writing the roster pattern including days on which a part time employee will work, and their usual start and finish time. If those hours are varied as a result of a roster change, Transdev Sydney will confirm that change in writing with the relevant part time employee.

2.7 CASUAL EMPLOYEES

- a) A casual employee is an employee engaged and paid by the hour.
- b) A casual employee shall be engaged for a minimum of three (3) consecutive hours per shift up to a maximum of thirty eight (38) hours per week.
- c) A casual employee will receive the ordinary hourly base rate of pay applicable to the equivalent full-time classification plus a twenty percent (20%) loading on this ordinary hourly base rate of pay.
- d) A casual employee or employer may terminate the employment relationship by the employer providing one hours' notice.
- e) Subject to the provisions of **Clause 1.5, subclause a)**, Definitions, the ordinary working hours shall not exceed eight hours on any shift or 38 hours in any week without the payment of overtime.

3. WAGE AND RELATED MATTERS

3.1 WAGE RATES

- a) Full time Employees

The minimum rates of pay for permanent employees shall be as set out in Attachment 2 Rates of Pay.

b) Part-time Employees

A part-time employee for working ordinary time shall be paid one thirty-eighth of the appropriate weekly wage prescribed by this Agreement for the class of work performed.

c) Casual Employees

A casual employee for working ordinary time shall be paid one thirty-eighth of the appropriate wage prescribed by this Agreement for the class of work performed, plus 20 per cent (calculated to the nearest whole cent) of ordinary time earnings for the work performed to compensate for the lack of leave and permanency associated with full time or part time employment.

d) Part-time Employees Minimum Engagement

A minimum engagement of three (3) hours shall be paid for each start, and 4 hours on a Public Holiday.

e) Casual Employees Minimum Engagement

A minimum engagement of three hours (3) shall be paid for each start.

3.2 RATES OF PAY

See attachment 2

3.3 PAYMENT OF WAGES

- a) Wages shall be paid weekly or fortnightly as determined by the Company, however, consultation will be undertaken prior to changing the frequency of payment.
- b) Overtime shall be paid within a week of the pay day succeeding the day or days on which such overtime becomes due. Provided that, where wages are paid fortnightly, overtime shall be paid within a fortnight from the pay day succeeding the day or days on which such overtime became due.
- c) Wages shall be paid by electronic funds transfer.

3.4 ALLOWANCES

Item No.	Clause No.	Brief Description	Amount (\$)
1	3.4.1	First - Aid Allowance	\$0.41 per hour up to a maximum of \$15.38 per week
2	3.4.2	Meal Allowance	\$12.93

3.4.1 FIRST AID ALLOWANCE

- a) An employee who has been trained to render first-aid and who is the current holder of appropriate first-aid qualifications, such as a certificate from the St John Ambulance or similar body, and is appointed by the Company to perform first-aid responsibilities, shall be paid an allowance as set out above.

3.4.2 MEAL ALLOWANCE

- a) Employees required to extend their shift by more than two (2) hours after signing on duty shall be entitled to a meal allowance in accordance with the schedule rates set out above.

3.5 HIGHER DUTIES

- a) An employee shall be required to act in higher duties at the request of the Company, provided he/she is appropriately qualified and/or accredited for those duties in accordance with the Company's policy or legislation in relation to such duties.
- b) An employee who acts in a higher duty for two (2) hours or more of their rostered shift shall be paid for the total hours worked on that shift at the higher duties classification rate.
- c) An employee who acts in a higher duty position for one hundred and twenty four (124) shifts in any one (1) calendar year shall be entitled to have sick leave, annual leave and long service leave credited at the higher wage rate for the full year's entitlement.

3.6 SALARY SACRIFICE

Permanent employees may elect to salary sacrifice their pre-taxable base salary or wage to superannuation subject to Australian Taxation laws and subject to the Company's administrative procedures.

3.7 INCOME PROTECTION

The Company will contribute up to nine dollars and twenty cents (\$9.20) per week for employee income protection insurance to a maximum of the average actual weekly earnings including

overtime, allowances, shift loadings and penalties of the employee. The Company will nominate the insurance scheme/fund to which the employee may elect to contribute.

3.8 COURT ATTENDANCE

An employee who has been notified to attend any court as witness, at the request of the Company or at the Coroner's Court in their official capacity in respect of the death of a person resulting from an accident involving a Company vehicle, shall be treated in respect of payment for time occupied as follows:

- a) Unless the employee has previously started work for the day he/she is to be treated, for the purpose of payment, as signing on at the time he/she report as directed at the Court, Legal Branch or such other place as he/she may be instructed.
- b) All time occupied from signing on until signing off after being discharged by the officer in charge of the case is to be treated for the purpose of payment as time worked and is to be paid for at the appropriate rate for the day.

4. HOURS OF WORK, SHIFT WORK AND PENALTIES OVERTIME AND MEAL BREAKS

4.1 HOURS OF WORK

- a) The duration of the ordinary hours worked per shift shall not exceed eight (8) hours working time
- b) The maximum spread of hours on any shift shall be nine (9) hours
- c) Length of shift - Full Time Employees.
- d) No full time employee shall be rostered to work less than 7 hours on any one shift.
- e) No Employee shall be called upon to begin a new shift without having been off duty for at least ten (10) consecutive hours.

4.2 SHIFT WORK

- a) Definitions
 - i. *"Morning Shift"* means any shift commencing before 0700.
 - ii. *"Afternoon Shift"* means any shift finishing after 1700.
 - iii. *"Night Shift"* means any shift commencing after 1700 and finishing before 0700.

- iv. *"Permanent Night Shift"* means a night shift which does not rotate with another shift and which continues for a period of not less than four (4) consecutive weeks.

4.3 SHIFT PENALTIES

- a) ***"Shift loading"*** is an allowance paid to employees by the Company and as defined by Clause 4.1. (a) of this Agreement is calculated as a percentage of the base rate for all time worked on an early morning, afternoon or night shift (the times of which are defined in Clause 4.2 during ordinary hours but excluding overtime or any other time such as Saturday, Sunday or Public Holiday Penalties which are paid in excess of the base rate.

Subject to the provisions of Clause 4.4 *Saturday and Sunday Penalties* and Clause 4.2 *Shift Work* of this clause, the following additional allowances for shift work shall be paid to employees in respect of work performed during the ordinary hours of shifts:

Morning shift:	at the rate of twenty per cent (20.0%), for all time worked up to 0700
Afternoon shift:	at the rate of twenty per cent (20.0%), for all time worked after 1700
Permanent night shift:	at the rate of thirty per cent (30.0%)

There will be no accumulation of penalties. Where more than one (1) shift penalty is payable, the greater of the two (2) will be paid.

4.4 SATURDAY AND SUNDAY PENALTIES

4.4.1 SATURDAY PENALTY

- a) Time worked on Saturdays shall be paid for at the rate of time and a half (150%) for all employees.

4.4.2 SUNDAY PENALTY

- a) Time worked on Sundays shall be paid for at the rate of double time (200%) for all employees.

- b) Notwithstanding anything whatever else provided in this Agreement, the Company shall not be required to pay more than double time (200%) in respect of any work performed between midnight (0000) on Saturday and midnight (0000) on Sunday, except when a public holiday falls on a Sunday.

4.5 OVERTIME

- a) Subject to subclause (ii) the Company may require an employee to work reasonable overtime at overtime rates or as otherwise provided for in this Agreement.
- b) An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable.
- c) For the purposes of subclause (ii) what is unreasonable or otherwise will be determined having regard to:
 - i. any additional risk to employee health and safety;
 - ii. the employee's personal circumstances including any family and carer responsibilities;
 - iii. the needs of the workplace or enterprise;
 - iv. the notice (if any) given by the Company of the overtime and by the employee of his or her intention to refuse it; and
 - v. any other relevant matter.
- d) All time worked in excess of ordinary hours in any shift shall be paid for at the rate of time and a half (150%) for the first three (3) hours and double time (200%) thereafter.
- e) An employee called upon to work overtime beyond the normal rostered shift after 23:30 and before 05:30 shall, upon request, be provided by the Company with transport to and from their place of residence.
- f) Weekend penalty rates, public holiday penalty rates and overtime are not cumulative.

4.6 MEAL BREAKS

- a) Fulltime employees shall be rostered for a paid meal break of not less than thirty (30) minutes to be taken between the third and fifth hours of duty. Other employees must not be required to work for more than five (5) hours without a break.

- b) Employees whose rostered working hours do not provide for a meal break shall be entitled to a paid crib break of twenty (20) minutes, between the third and fifth hours after commencement of work. The crib break shall be incorporated into the roster; however, the operational needs of the Company on a given day may require an alteration to the timing of the crib break.

4.7 ROSTERING COMMITTEE

- a) In order to meet changing customer, operational and commercial requirements, it is necessary from time to time to alter rosters to cater for the changed circumstances.
- b) A Rostering Committee consisting of a representative from each classification and management may make recommendations to improve the efficiency and flexibility of rostered working. The final decision in relation to any recommendation rests with the Company management.
- c) The committee shall meet as agreed by the parties and shall provide at least seven (7) days' notice of intention to meet together with details of matters for discussion
- d) Committee discussions will take the form of:
- i. Week 1 – the proposed roster the rostering committee members will be released for one shift to assist in assessing the proposed roster, provide feedback and to identify areas of concerns
 - ii. Week 2 – Scheduling team will review feedback and make modifications to address suggestions or areas of concern, providing such alterations do not impact on the overall operational efficiency and costs of the rosters
 - iii. Weeks 3 – 5 – further consultation with the rostering committee and scheduling team may occur over this period before the final roster is published
 - iv. The final roster is to be displayed at least 14 days prior to the commencement of the new roster taking effect.
 - v. This notice requirement does not apply to changes made to meet necessary operational requirements due to sickness or other unexpected and unavoidable operational causes or by personal agreement between the Company and the employee(s) concerned.

5. LEAVE PROVISIONS

5.1 ANNUAL LEAVE

5.1.1 ANNUAL LEAVE ENTITLEMENTS

- a) Annual leave is provided for in the NES.
- b) Leave should be taken as soon as possible after falling due and upon application however, leave can be accrued up to 8 weeks with approval from management.
- c) For the purposes of Division 6 of the NES, a shiftworker means an employee who is a seven day shiftworker who is regularly rostered to work on Sundays and public holidays. In these circumstances shiftworkers are entitled to an additional week of annual leave.
- d) An employee's entitlement to paid annual leave accrues progressively during a year of service according to the employee's ordinary hours of work
- e) If, during the period of paid annual leave:
 - i. which includes a public holiday, the employee is not taken to be on annual leave on that public holiday; or
 - ii. which includes a period of any other leave (other than unpaid parental leave) or a period of absence from employment on community service leave, the employee is not taken to be on paid annual leave for the period of that other leave of absence.

5.1.2 ANNUAL LEAVE LOADING

- a) Employees shall be paid a loading of 17.5% base rate of pay for a period of annual leave.
- b) An employee shall be entitled to the shift premium which would have applied had he/she worked during the period of annual leave, or seventeen and half per cent (17.5%) of the relevant base rate of pay, whichever is the greater.
- c) The loading does not apply to proportionate leave on termination of employment or cashing-out of annual leave.

5.1.3 ANNUAL LEAVE PROCESS

- a) Annual leave applications are to be made well in advance by employees and in normal circumstances shall be for not less than two (2) calendar weeks or the equivalent in terms of shifts.
- b) The Company shall apply a fair and equitable system of approval and allocation of leave applications, particularly where there are competing applications that may not be practical to approve, having regard to the operational requirements of the company.
- c) Failing agreement, where an employee has accrued more than eight (8) weeks annual leave, the Company may direct the employee to take annual leave at such times as directed, upon the giving of eight (8) week's notice prior to the date the employee is required to commence leave.

5.1.4 CASHING OUT OF ANNUAL LEAVE

- a) Where an employee has accrued more than 20 days annual leave entitlement, an employee may elect to cash out annual leave subject to the following:
 - i. A request to receive a payout of extensive annual leave must be made in writing and approved by the Managing Director or People and Culture Manager.
 - ii. The Company cannot agree to cash out paid annual leave if the agreement would result in the employee's remaining accrued entitlement to paid annual leave being less than 20 days.
- b) The application of this clause to part-time employees will be open on a pro-rata basis.

5.2 COMPASSIONATE LEAVE

5.2.1 ENTITLEMENT

- a) Compassionate Leave is provided for in the NES, as summarised below.
- b) In summary, the NES provides that permanent employee are entitled to 2 days of compassionate leave for each occasion (a ***permissible occasion***) when a member of the employee's immediate family (as defined), or a member of the employee's household:
 - i. contracts or develops a personal illness that poses a serious threat to his or her life; or

- ii. sustains a personal injury that poses a serious threat to his or her life; or dies.

When a member of the employee's immediate family, or a member of the employees' household (as defined), dies outside Australia, the employee shall be entitled to an additional period of one (1) day leave, without loss of any ordinary pay. Such leave will be extended to two (2) days where the employee travels overseas to attend the funeral.

The relationship of the employee to the deceased must be established either by a newspaper cutting, or where this is not conclusive, by a Statutory Declaration.

Casual employees are entitled to two days unpaid compassionate leave.

5.3 LONG SERVICE LEAVE

- a) Employees shall be entitled to long service leave in accordance with the NES, which currently preserves the *Long Service Leave Act (NSW) 1955*.
- b) If the Company and the employee so agree, a period of long service leave of not less than one (1) month may be given by the Company, and taken by the employee, wholly or partly in advance before the employee has become entitled to any long service leave or to the amount so agreed to be given and taken. No such agreement shall be deemed to confer on the employee an entitlement to long service leave in excess of that provided under the *Long Service Leave Act (NSW) 1955*.

5.4 PARENTAL LEAVE

- a) Employee's shall be entitled to parental leave in accordance with the NES

5.5 COMMUNITY SERVICE LEAVE

- a) Community Service leave is provided for in the NES.

5.6 STUDY LEAVE

- a) Study leave shall be provided in accordance with the Company's Training and Development Policy.

5.7 TRAUMA LEAVE

- a) Where an employee, whilst on duty, is involved in a fatal or serious accident or a critical incident, but not necessarily physically injured in the occurrence the employee shall be entitled to paid trauma leave.
- b) The employee will attend compulsory counselling at the expense of the Company and the medical professional will deem if and how much trauma leave the employee may require.
- c) Should the employee be unsatisfied with the counsellor or medical professional provided then they may request an alternative counsellor or medical professional be provided from the medical provider designated by the Company

5.8 PERSONAL/CARER'S LEAVE

5.8.1 PERSONAL/CARERS LEAVE ENTITLEMENT

- a) Personal/Carer's leave is provided for in the NES.
- b) In summary, a full-time employee of the Company shall be entitled to ten (10) days Personal/Carer's leave per year of service. A part-time employee accrues Personal/Carer's leave on a pro rata basis.
- c) An employee's entitlement to paid Personal/Carer's leave accrues progressively during a year of service according to the employee's ordinary hours of work.
- d) If during the period which an employee takes paid personal/carer's leave includes a public holiday, the employee is not taken to be on paid personal/carer's leave on that public holiday.
- e) Unused Personal Leave accumulates from year to year without limitation.
- f) Personal/Carers leave is paid at an employee's base rate of pay and excludes any incentive based payments, shift allowances or penalty rates.
- g) "Day" in respect of this clause means the amount due for a period equal to one tenth (0.1) of the ordinary hours of duty per fortnight.

Notification of Absence

- a) An employee is to inform the Company of their inability to attend for work because of personal illness or injury as soon as is reasonably practicable and in accordance with local requirements in regard to notification, and as far as practicable, state the estimated duration of absence.
- b) Notification should be given, if reasonably practicable, prior to the employee's shift commencement time.
- c) An employee must advise the Company of their intention to resume duty as soon as they become aware of their ability to do so.
- d) Where an employee does not notify the Company of their inability to attend for duty prior to the commencement of the shift, or in any case within twenty four (24) hours of the commencement of the shift, the employee is required to produce a medical certificate or statutory declaration or they will not be entitled to payment for the first eight (8) hours of such absence.
- e) An employee shall provide to the Company such evidence, as the Company may desire, that the employee was unable because of illness or injury to attend for duty on day or days for which sick leave is claimed.

A statutory declaration shall be accepted in respect of any single day absences, but not more than two (2) such declarations will be accepted in any one (1) year.

5.8.2 CERTIFICATION

Where practicable applications for leave of absence on the grounds of illness are to be supported by a certificate of a registered health practitioner which must state that in the practitioner's opinion the employee is unfit for work because of a personal illness or injury. If it is not reasonably practicable for the employee to give the Company a medical certificate then a statutory declaration can be made explaining why it was not.

An employee is not to be paid personal Leave for any period during which they are absent from work because of personal illness or injury for which they are receiving accident pay or workers compensation, or for other than ordinary hours of employment.

5.9 PUBLIC HOLIDAYS

- a) Public Holidays are provided for in the NES.

- b) In addition to the public holidays prescribed above, a full-time or part-time employee will be entitled to an additional one (1) day off without loss of pay which shall be taken on the first Monday in August each year or a mutually agreed day determined by the majority of employees and the company.
- c) An employee rostered to work on a public holiday shall be paid double time and a half (250%).
- d) Controllers rostered to work on a public holiday shall be paid double time (200%)
- e) There will be no accumulation of penalties. Employees who work on a public holiday which falls on a Saturday or a Sunday will be paid a maximum of double time and a half (250%) rate of pay.
- f) Where a permanent employee is ordinarily rostered to work and is not called on to work, the employee is to be paid their usual rostered hours at the ordinary rate and provided the day off work. In the case of a permanent part-time employee, they shall be paid pro-rata at the ordinary rate.
- g) Where a public holiday occurs on a day where a permanent employee was not rostered to work and is not called into work, the employee is still entitled to be paid at their **usual rostered hours** at the ordinary rate. Permanent part-time employees shall be paid pro-rata at the ordinary rate.

6. MAJOR CHANGE AND CONSULTATION

6.1 CONSULTATION

- a) This term applies if the employer:
 - i. has made a definite decision to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the employees; or
 - ii. proposes to introduce a change to the regular roster or ordinary hours of work of employees.

Major change

- b) For a major change referred to in paragraph (a)(i):
 - i. the employer must notify the relevant employees of the decision to introduce the major change; and
 - ii. subclauses (c) to (i) apply.
- c) The relevant employees may appoint a representative for the purposes of the procedures in this term.
- d) If:
 - i. a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - ii. the employee or employees advise the employer of the identity of the representative;the employer must recognise the representative.
- e) As soon as practicable after making its decision, the employer must:
 - i. discuss with the relevant employees:
 - (i) the introduction of the change; and
 - (ii) the effect the change is likely to have on the employees; and
 - (iii) measures the employer is taking to avert or mitigate the adverse effect of the change on the employees; and
 - ii. for the purposes of the discussion—provide, in writing, to the relevant employees:
 - (i) all relevant information about the change including the nature of the change proposed; and
 - (ii) information about the expected effects of the change on the employees; and
 - (iii) any other matters likely to affect the employees.

- f) However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- g) The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
- h) If a term in this agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the employer, the requirements set out in paragraph (b)(i) and subclauses (c) and (e) are taken not to apply.
- i) In this term, a major change is **likely to have a significant effect on employees** if it results in:
 - i. the termination of the employment of employees; or
 - ii. major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or
 - iii. the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
 - iv. the alteration of hours of work; or
 - v. the need to retrain employees; or
 - vi. the need to relocate employees to another workplace; or
 - vii. the restructuring of jobs.

Change to regular roster or ordinary hours of work

- j) For a change referred to in paragraph (a)(ii):
 - i. the Company must notify the relevant Employees of the proposed change; and
 - ii. subclauses (k) to (o) apply.
- k) The relevant Employees may appoint a representative for the purposes of the procedures in this term.
- l) If:

- i. a relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation; and
- ii. the Employee or Employees advise the Company of the identity of the representative;

the Company must recognise the representative.

m) As soon as practicable after proposing to introduce the change, the Company must:

- i. discuss with the relevant Employees the introduction of the change; and
- ii. for the purposes of the discussion—provide to the relevant Employees:
 - (i) all relevant information about the change, including the nature of the change; and
 - (ii) information about what the Company reasonably believes will be the effects of the change on the Employees; and
 - (iii) information about any other matters that the Company reasonably believes are likely to affect the Employees; and
- iii. invite the relevant Employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).

n) However, the Company is not required to disclose confidential or commercially sensitive information to the relevant Employees.

o) The Company must give prompt and genuine consideration to matters raised about the change by the relevant Employees.

p) In this term:

relevant Employees means the Employees who may be affected by a change referred to in subclause (a).

7. GENERAL CONDITIONS

7.1 DAY LIGHT SAVING

- a) For employees working the changeover to or from daylight savings the following pay arrangements will apply:
 - i. When an additional hour is added to the shift length due to daylight savings the extra hour will be paid as overtime;
 - ii. Where an hour is subtracted from the shift due to daylight savings the hour not worked will be paid at ordinary time without penalties.

7.2 CALL BACK

- a) An employee who has left the work premises and has arrived home and is subsequently called to return to work shall be paid a minimum of (2) two hours' pay at the appropriate rate.

7.3 ATTENDANCE AT MEETINGS

- a) Employees required by the Company to attend meetings with the Company outside their rostered working hours shall be paid for such time as ordinary time, where it is reasonable they be paid.
- b) This is to include, but not be limited to, attendance as a delegate to the Company's WHS Committee and on Consultative Committee meetings.

7.4 UNIFORMS

- a) Where required by the Company, the Company shall supply to the employee, free of charge, a distinctive uniform, coat, overalls or dress or, because of the nature of the work performed by the employee, suitable protective clothing. Such uniform or clothing shall remain the property of the Company and the current issue shall be returned to the Company in the event of the termination of the employment.
- b) Where a uniform, protective clothing or equipment is provided, it must be correctly worn or utilised while the employee is on duty.
- c) Employees will take reasonable care of uniforms, protective clothing or equipment which will remain at all times the property of the Company. Worn or defective items of uniform,

protective clothing or equipment must be reported to the applicable supervising officer so they can be repaired or replaced.

- d) The Company will replace uniforms, protective clothing and equipment on a *"fair wear and tear"* basis.
- e) If the Company intends to make significant changes to uniforms and or protective clothing and equipment, it will undertake consultation in accordance with the provisions outlined in **Clause 6.1 Consultation** of this Agreement.

7.5 ABANDONMENT OF EMPLOYMENT

- a) If an employee is absent for a period of five (5) consecutive working days without authorisation, the Company (before terminating) will write, via registered post, to the employee's last known address advising that the Company is considering termination unless the employee provides a satisfactory explanation within seven (7) calendar days.
- b) If the employee does not respond to the letter or resume duty within the specified (7) calendar days, a further certified letter will be forwarded to the employee's last known address advising the employee that their services have been terminated due to abandonment of employment.

7.6 CONSULTATIVE COMMITTEE

- a) The Company commits to working with employees and / or their nominated representatives, including the RTBU and will convene consultative committees. Employees shall elect their depot representatives and the Company shall determine the number of attending members for the committee.
- b) The purpose of the committee is to resolve day to day operational issues. Meetings will be minuted and minutes displayed in depot locations.

8. INDUSTRIAL RELATIONS

8.1 DISPUTE SETTLEMENT PROCEDURE

- a) The objectives of the parties in these procedure is to avoid and settle disputes by direct consultation and negotiation and to avoid interruption to customer services, the performance of work and the consequential loss of production and wages.

b) In the event of a dispute about a matter:

- i. under this Agreement; or
- ii. the NES

In the first instance, the parties will attempt to resolve the matter at the workplace by discussions between the employee(s) concerned and the relevant manager or supervisor.

- c) If the discussions in the first instance do not resolve the dispute, the parties will endeavour to resolve the dispute in a timely manner by discussions between the employee(s) concerned and more senior levels of management, as appropriate.
- d) If the dispute remains unresolved, the parties may refer the matter to FWC. The parties may agree on the process to be utilised by FWC, including mediation, conciliation and consent arbitration.
- e) FWC may exercise any method of dispute resolution permitted by the Act that it considers appropriate to ensure the settlement of the dispute.
- f) An employer or employee may appoint another person, organisation or association to accompany and/or represent them for the purposes of this procedure.
- g) Work must continue as normal, in accordance with this Agreement.

8.2 UNION LEAVE

Any employee elected as a Trade Union delegate or representative shall be entitled to reasonable time off, without pay, to attend branch executive, branch council, national executive and national council meetings subject to providing at least fourteen (14) days' notice of such leave request. Leave is also subject to the operational requirements of the Company.

8.2 LABOUR FLEXIBILITY

8.2.1 WORKFORCE FLEXIBILITY

- a) For the purpose of increasing productivity and flexibility, as well as enhancing career opportunities for employees, multi-skilling may be extended beyond that already provided under this Agreement by genuine consultation between the Company and the employee to allow the employee to perform any work in the Company within the scope of their skills and competence.

- b) Notwithstanding the provisions of **Clause 10.2 Training** of this agreement, employees shall perform a wider range of duties, including work which is incidental or peripheral to their main tasks or functions.
- c) Employees shall perform such work as is reasonable and lawfully required of them by the Company, including accepting instruction from authorised personnel.
- d) Employees shall comply with all reasonable requests to transfer or to perform any work provided for by this Agreement.
- e) Employees shall take all reasonable steps to ensure the quality, accuracy and completion of any job or task assigned to them.
- f) Employees shall not impose or continue to enforce existing demarcation barriers between the work covered by this Agreement, provided that it is agreed that the work lies within the scope of the skill and competence of the employee concerned.
- g) Employees shall not unreasonably impose any limitation or continue to enforce any limitations on supervisors or technical personnel demonstrating the use of new equipment or machinery, provided that the appropriate consultation in relation to the introduction of new technology has taken place.
- h) Employees shall not unreasonably impose any limitation or continue to enforce any limitations on management or staff employees in operating light rail vehicles for the purposes of training, emergencies or to maintain accreditation.
- i) Employees shall not impose any restrictions or limitations on the measurement and/or review of work methods or standard work times, provided that appropriate consultation between the Company and the employees has taken place.

8.2.2 INDIVIDUAL FLEXIBILITY ARRANGEMENTS

- a) The Company and an employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the Agreement if:
 - i. the agreement deals with 1 or more of the following matters:
 - i) arrangements about when work is performed;
 - ii) overtime rates;

- iii) penalty rates;
- iv) allowances;
- v) leave loading; and
- ii. the arrangement meets the genuine needs of the Company and employee in relation to 1 or more of the matters mentioned in paragraph (a); and
- iii. the arrangement is genuinely agreed to by the Company and employee.
- b) The Company must ensure that the terms of the individual flexibility arrangement:
 - i. are about permitted matters under section 172 of the *Fair Work Act 2009*; and
 - ii. are not unlawful terms under section 194 of the *Fair Work Act 2009*; and
 - iii. result in the employee being better off overall than the employee would be if no arrangement was made.
- c) The Company must ensure that the individual flexibility arrangement:
 - i. is in writing; and
 - ii. includes the name of the Company and employee; and
 - iii. is signed by the Company and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
 - iv. includes details of:
 - i) the terms of the Agreement that will be varied by the arrangement; and
 - ii) how the arrangement will vary the effect of the terms; and
 - iii) how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
 - iv) states the day on which the arrangement commences.

The Company must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.

The Company or employee may terminate the individual flexibility arrangement:

- i. by giving no more than 28 days written notice to the other party to the arrangement; or
- ii. if the Company and employee agree in writing — at any time

9. TERMINATION AND REDUNDANCY

9.1 TERMINATION OF EMPLOYMENT

a) Period of Notice

The requisite period of notice of termination shall be in accordance with the NES.

The employment of a full time or part-time employee may be terminated by the Company only by the giving of the prescribed notice period:

Employee's Period of Continuous Service	Period of Notice
Less than one (1) year	One (1) week
One (1) year less than three (3) years	Two (2) weeks
Three (3) years and less than five (5) years	Three (3) weeks
Five (5) years and over	Four (4) weeks

Such notice may be given at any time. The Company may provide payment in lieu of some or all of the notice period.

This shall not affect the right of the Company to dismiss an employee without notice in the case of an employee guilty of serious misconduct.

In addition to the notice in Subclause (a), employees over 45 years of age at the time of the giving of the notice with not less than two years continuous service, are entitled to an additional one week's notice.

An employee with more than one (1) months' service on leaving or being discharged shall, upon request, be given a certificate of service in writing. Such certificate of service shall at least contain information as to the length and nature of the employment of the employee.

On termination, an employee shall return to the Company all uniforms, protective clothing, identity cards, vehicle keys, manuals and all other property of the Company that has been issued to the employee.

Where an employee fails to return any uniform or other items of value the employee shall be liable for an amount equal to the replacement cost of such items but with due regard for depreciation over time due to fair wear and tear.

The loading on accrued annual leave for the purpose of termination by the Company shall be paid out at the rate of seventeen and a half (17.5) per cent, except where an employee has been dismissed for misconduct, in which case no loading shall apply. Loading is payable only in respect of annual leave which has fallen due for each completed year of service (not pro rata).

An employee terminating his or her employment must give the Company at least one (1) weeks' notice.

Wages to the value of the period of notice required but not given may be retained or paid in lieu by the Company if the appropriate notice period is not given.

9.2 REDUNDANCY PAY

Termination of Engagement and Redundancy pay is provided for in the NES.

9.3 REDUNDANCY

9.3.1 REDUNDANCY ENTITLEMENTS

- a) Redundancy pay is provided for in NES.
- b) If, for any reason, the Company determines that it has too many permanent employees in any part(s) of the enterprise, and that it is unable to rely upon natural attrition to reduce workforce levels, the Company will consult with the employees' party to this Agreement.

- c) Employees in positions which the Company deems redundant may be offered redeployment within the Company where vacancies needing their competencies exist and if it is financially viable for the Company to redeploy.
- d) Those employees who are redeployed may be required to undertake training to refresh their competencies or develop new competencies relevant to the new position.
- e) An employee whose position has been made redundant will be provided with notice of termination as prescribed by Clause 9.1 of this Agreement.

9.3.2 REDUNDANCY PAYMENTS

- a) Employees shall receive severance payment of three (3) weeks for every year of service or part thereof (pro rata) in voluntary/involuntary redundancy situations to a maximum of fifty two (52) weeks. Payments will be calculated on the relevant base wage.
- b) Employees shall also receive payment for the following:
 - i. unused accrued annual leave;
 - ii. pro rata unused long service leave after five (5) years of continuous service.
- c) The above payments will not be offset against accumulated superannuation benefits.
- d) Temporary and casual employees will not be eligible for any redundancy payments.
- e) Other Entitlements - Employees shall also be entitled to receive the following in redundancy situations:
 - i. Outplacement services, counselling and assistance, including:
 - i) advice on all entitlements;
 - ii) independent financial planning guidance;
 - iii) assistance to plan lifestyle and career strategies;
 - iv) assistance with job search techniques and interview skills.
 - ii. The Company shall arrange for the provision of the above service upon request as is most appropriate for each redundant employee.

iii. Reasonable paid leave to attend job interviews.

f) Procedures to give effect to this clause shall be developed in consultation with the Company and the Consultative Committee and staff.

Any grievances associated with this clause shall be dealt with in accordance with Clause 8.1 Dispute Settling Procedures of this Agreement.

10. PERFORMANCE AND DEVELOPMENT

10.1 INDUCTION AND ORIENTATION OF NEW EMPLOYEES

- a) Employees engaged under this Agreement shall undergo an induction and orientation program at the commencement of their employment, during which they will be familiarised with their work sites and the requirements of their positions, including explanation of their entitlements, rights and responsibilities in accordance with this Agreement.
- b) The program shall be structured at welcoming new employees and assisting them to work effectively in the Company. The program content will cover but not be limited to teamwork, customer service, work health and safety, rail safety, Transdev Sydney business and its objectives, staff development, an introduction to the technical requirements of the position.

10.2 TRAINING

- a) The parties to this Agreement recognise that in order to optimise the efficiency, productivity and competitiveness of the Company, a commitment to training and skill development is required. Accordingly, the parties commit themselves to the following:
 - i. Developing a highly skilled and flexible workforce based on the acquisition of skills as required by the National *Rail Safety Act* and any associated Regulations or guidelines, or any future legislation, regulations, or guidelines related to the training and competence of the employees.
 - ii. Providing employees with competency based career opportunities through appropriate training to acquire additional skills.
 - iii. Ensuring no barriers to the utilisation of skills acquired are established.

- b) Following consultation with employees the Company shall endeavour to develop a training programme consistent with the following:
- i. The current and future skill needs of the Company as may be identified through a training needs analysis.
 - ii. The size, structure and nature of the operations of the enterprise.
 - iii. The need to develop vocational skills relevant to the enterprise through courses conducted on the job or by accredited institutions and providers.
- c) In developing a training programme the Company shall implement the following:
- i. Disseminate information on the training programme and the availability of training courses and career opportunities to the employees.
 - ii. Monitor and advise on the on-going effectiveness of the training.
- d) Where the Company requires an employee to undertake training, the employee will be paid for the time spent in training and the costs associated with training as follows:
- i. If training is undertaken at the Company's request during ordinary working hours, the employee concerned shall not suffer any loss of ordinary pay.
 - ii. Any costs associated with standard fees for prescribed courses and prescribed textbooks (excluding those textbooks which are available in the Company's library) incurred in connection with the undertaking of training shall be reimbursed by the Company upon production of evidence of such expenditure. Provided that reimbursement shall also be on an annual basis, subject to the presentation of reports of satisfactory progress.
 - iii. Travel costs incurred by an employee undertaking training in accordance with this clause which exceed those normally incurred in travelling to and from work shall be reimbursed by the Company.
 - iv. An employee may be required to undertake training for up to two (2) hours prior to the commencement of a shift or up to two (2) hours after the completion of a shift. Such time to be treated as time worked and paid for at ordinary time rates of pay and the provisions of **Clause 4.5 Overtime**, shall not apply.

Employees shall undertake such training and retraining as required by the Company. In particular, all employees covered by this Agreement shall be required to undertake safety related training.

11. ATTACHMENT 1: NOTIFICATION OF DISPUTE OR GRIEVANCE

To: _____

Date: _____

I hereby give notice that I wish to invoke the dispute settlement process in **Clause 8.1** of the Transdev Sydney Pty Ltd (Sydney Light Rail Enterprise Agreement 2015-2018). The details of this dispute are as follows:

The decision I wish to dispute is: _____

The person who made the decision is: _____

The date the decision was made is (If known) _____

The reasons I wish to dispute the decision are: _____

Your Name: _____

Position: _____

Signed: _____

Please Print Clearly

12. ATTACHMENT 2: RATES OF PAY

The following schedules (Table 1 and Table 2) provide for an increase of 3% from the first full pay period after 1 November 2017.

Table 1 – CSO and AO Rates of Pay

CLASSIFICATION	SERVICE	Nov 17 (3%)
CSO TRAINEE	608 hours	\$21.06
CSO GRADE 1	1-3 yrs	\$22.65
CSO GRADE 2	3+ yrs	\$24.01
CSO GRADE 3*	5 yrs	\$25.70
AO Trainee	608 hours	\$26.85
AO	Grade 1	\$27.94

Trainees

Once training and certification has been completed and passed all CSO and AO Trainees shall remain on the applicable Trainee's rate of pay for six hundred and eight (608) hours from the completion of initial certification. During this period the Trainee will gain experience in the position while working in and / or on in-service vehicles.

The Trainee must be certified as a competent prior to receiving the Grade 1 rate of pay. Progression to the higher grades is subject to ongoing certification and no repeated competency issues directly related to the position.

*CSO Grade 3

This classification will only be applicable to existing staff who are being paid at the Grade 3 rate of pay at the time Transdev Sydney is formally notified by TfNSW of the cessation of the legacy ticketing system.

Table 2 - Controller and Trainer Rate of Pay and Conditions

Classification	Nov-17 (3%)
TRAINEE - aggregate	\$41.23
CONTROLLER GRADE 1 (Aggregate)	\$43.14
CONTROLLER GRADE 2 (Aggregate)	\$43.97
TRAINER (weekly) appointed before November 2011	\$1,617.84
TRAINER (weekly) appointed after November 2011	\$1,572.38

A Trainee Controller once certified as a competent to work in the control room will be paid the Trainee rate of pay for six hundred and eight hours (608) *from the completion of initial certification*. During this period the Trainee will gain experience in the position working in the role. Subject to the completion of 608 hours and passing a competency assessment the Trainee Controller will progress to the Grade 1 rate of pay.

Twelve (12) months after the first certification as a Controller Grade 1 and following the successful completion of the annual competency recertification the employee will be eligible to progress to the Controller Level 2 rate of pay. Ongoing payment at this rate is subject to no repeated competency issues directly related to the position.

1. The rates of pay for Controller Grade 2 and 1, Trainee Controllers and Trainers are inclusive of morning, afternoon, Saturday and Sunday penalties as detailed at Clause 4.4 Shift Penalties and Clause 4.3 Saturday and Sunday Penalties of this Agreement.
2. The rates of pay for Controller Grade 2 and 1 and Trainee Controller have been calculated based on rostered working that includes mornings, afternoons, Saturdays and Sundays. The rostered working of Controllers involves ordinary shifts that exceed 8 hours. The definition of "Overtime" at Clause 4.5 does not apply to Controller's classifications. Controllers are entitled to the benefits Clause 4.5 only when they are required to work beyond their rostered ordinary shift.

3. With the exception of Clause 4.3 Shift Penalties and Clause 4.4 Saturday and Sunday Penalties, Controller Grade 1 and 2, Trainee Controllers and Trainers are entitled to the benefit of all other conditions of this Agreement.
4. When an existing employee of Transdev Sydney is appointed to a Trainee position, covered by this Agreement as a path to promotion, they will not have their hourly rate of pay reduced as a consequence of the appointment.
5. A Buddy Trainer is paid an additional 5% loading above the ordinary rate of pay for the classification whilst performing the role.

13. SIGNATORIES TO THE AGREEMENT

Signed for	Transdev Sydney Pty Ltd
Full Name	Brian Brennan
Position	Managing Director Light Rail
Address	220 Pyrmont St Pyrmont NSW 2009
Date
Witness to Signature
Full Name
Date
The ABN is 34096046052	

Signed for
RTBU TRAM AND BUS DIVISION (NSW)

Full Name

.....

.....

Position

Secretary

Address

83-85 Renwick Street, Redfern NSW 2016

Date

.....

Witness to Signature

.....

Full Name

.....

Address

.....

Date

.....

14. REVISION HISTORY

The revision history including change control associated with this document is contained in the table below.

Table 1: Document Revision History

Revision	Change No.	Amendments
0		Initial Release into System
1		Amendment to Agreement 2017

Schedule 2.3—Model consultation term

(regulation 2.09)

Model consultation term

- (1) This term applies if the employer:
 - (a) has made a definite decision to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the employees; or
 - (b) proposes to introduce a change to the regular roster or ordinary hours of work of employees.

Major change

- (2) For a major change referred to in paragraph (1)(a):
 - (a) the employer must notify the relevant employees of the decision to introduce the major change; and
 - (b) subclauses (3) to (9) apply.
- (3) The relevant employees may appoint a representative for the purposes of the procedures in this term.
- (4) If:
 - (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - (b) the employee or employees advise the employer of the identity of the representative;the employer must recognise the representative.
- (5) As soon as practicable after making its decision, the employer must:
 - (a) discuss with the relevant employees:
 - (i) the introduction of the change; and
 - (ii) the effect the change is likely to have on the employees; and
 - (iii) measures the employer is taking to avert or mitigate the adverse effect of the change on the employees; and

- (b) for the purposes of the discussion—provide, in writing, to the relevant employees:
 - (i) all relevant information about the change including the nature of the change proposed; and
 - (ii) information about the expected effects of the change on the employees; and
 - (iii) any other matters likely to affect the employees.
- (6) However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- (7) The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
- (8) If a term in this agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the employer, the requirements set out in paragraph (2)(a) and subclauses (3) and (5) are taken not to apply.
- (9) In this term, a major change is ***likely to have a significant effect on employees*** if it results in:
 - (a) the termination of the employment of employees; or
 - (b) major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or
 - (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
 - (d) the alteration of hours of work; or
 - (e) the need to retrain employees; or
 - (f) the need to relocate employees to another workplace; or
 - (g) the restructuring of jobs.

Change to regular roster or ordinary hours of work

- (10) For a change referred to in paragraph (1)(b):
 - (a) the employer must notify the relevant employees of the proposed change; and
 - (b) subclauses (11) to (15) apply.
- (11) The relevant employees may appoint a representative for the purposes of the procedures in this term.

-
- (12) If:
 - (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - (b) the employee or employees advise the employer of the identity of the representative;
 the employer must recognise the representative.
 - (13) As soon as practicable after proposing to introduce the change, the employer must:
 - (a) discuss with the relevant employees the introduction of the change; and
 - (b) for the purposes of the discussion—provide to the relevant employees:
 - (i) all relevant information about the change, including the nature of the change; and
 - (ii) information about what the employer reasonably believes will be the effects of the change on the employees; and
 - (iii) information about any other matters that the employer reasonably believes are likely to affect the employees; and
 - (c) invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
 - (14) However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
 - (15) The employer must give prompt and genuine consideration to matters raised about the change by the relevant employees.
 - (16) In this term:

relevant employees means the employees who may be affected by a change referred to in subclause (1).

Appendix 1

UNDERTAKINGS

AG2016/5299 – Application for approval of the Transdev Sydney Pty Ltd (Light Rail) Enterprise Agreement 2015-2017

Transdev Sydney Pty Ltd hereby undertakes that for the purposes of approval of the Transdev Sydney Pty Ltd (Light Rail) Enterprise Agreement 2015-2017:

1. Transdev Sydney undertakes that the definition of a shift worker contained in the ***Passenger Vehicle Transport Award 2010*** will be applied for the purpose of the additional week of annual leave.
2. Transdev Sydney undertakes that with respect to Clause 2.6 of the Agreement, *on engagement part-time employees will have confirmation in writing the roster pattern including days on which a part time employee will work, and their usual start and finish time. If those hours are varied as a result of a roster change, Transdev Sydney will confirm that change in writing with the relevant part time employee.*

A handwritten signature in blue ink, reading 'E Clements'.

.....
Emma Clements
Executive General Manager People & Culture
Transdev Sydney Pty Ltd

Appendix 1

UNDERTAKINGS

AG2017/6325 – Application for approval of the Transdev Sydney Pty Ltd (Light Rail) Enterprise Agreement 2015-2018

Transdev Sydney Pty Ltd hereby undertakes that for the purposes of approval of the Transdev Sydney Pty Ltd (Light Rail) Enterprise Agreement 2015-2018:

1. Transdev Sydney undertakes that with respect to Clause 5.1.1(b) of the Agreement, employees will progressively accrue annual leave in accordance with s 87(2) of the *Fair Work Act 2009 (the Act)*.
2. Transdev Sydney undertakes that with respect to Clause 5.1.4 of the Agreement, cashing out of annual leave will comply with all relevant provisions of s 93(2) of the Act.
3. Transdev Sydney undertakes that with respect to Clause 2.3(c) of the Agreement, the term 'wilful misconduct' will be read as referring to 'serious misconduct' as defined at r. 1.07 of the *Fair Work Regulations 2009*.
4. Transdev Sydney undertakes that with respect to Clause 9.3.2(a) of the Agreement, employees who complete 1 year of service will receive no less than the entitlement provided for in s 119(2) of the Act.

A handwritten signature in black ink, appearing to read "Kirsten Jongsma", written over a dotted line.

Kirsten Jongsma
People & Culture Business Partner
Transdev Sydney Pty Ltd