



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Transit (NSW) Services Pty Ltd T/A Transit Systems NSW
(AG2017/1286)

TRANSIT (NSW) SERVICES PTY LTD, TRANSPORT WORKERS UNION AND BUS DRIVERS ENTERPRISE AGREEMENT 2017

Passenger vehicle transport (non rail) industry

COMMISSIONER GREGORY

MELBOURNE, 22 MAY 2017

Application for approval of the Transit (NSW) Services Pty Ltd, Transport Workers Union and Bus Drivers Enterprise Agreement 2017.

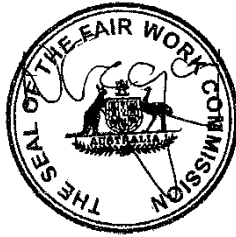
[1] An application has been made for approval of an enterprise agreement known as the *Transit (NSW) Services Pty Ltd, Transport Workers Union and Bus Drivers Enterprise Agreement 2017* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by Transit (NSW) Services Pty Ltd T/A Transit Systems NSW. The Agreement is a single enterprise agreement.

[2] The Applicant has provided written undertakings. A copy of the undertakings is attached in Annexure A. I am satisfied that the undertakings will not cause financial detriment to any employee covered by the Agreement and that the undertakings will not result in substantial changes to the Agreement.

[3] Subject to the undertakings referred to above, I am satisfied that each of the requirements of ss.186, 187, 188 and 190 as are relevant to this application for approval have been met.

[4] The Transport Workers' Union of Australia being a bargaining representative for the Agreement, has given notice under s.183 of the Act that it wants the Agreement to cover it. In accordance with s.201(2) I note that the Agreement covers the organisation.

[5] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 29 May 2017. The nominal expiry date of the Agreement is 21 May 2021.



COMMISSIONER

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Annexure A

UNDERTAKING

11 May, 2017

TO: FAIR WORK AUSTRALIA

UNDERTAKING IN RELATION TO THE TRANSIT (NSW) SERVICES PTY LTD, TRANSPORT WORKERS UNION AND BUS DRIVERS ENTERPRISE AGREEMENT 2017 ("the Agreement")

(Transit (NSW) Services Pty Ltd ("the Employer") undertakes that while the Agreement is in operation:

1. Training – New Employee (clause 25)

While participating in the driver training course as a Provisional Employee, prospective drivers will be paid a sum equal to the rate of pay to which that Employee would be entitled under the Passenger Vehicle Transportation Award 2010.

2. Public Holidays (Clause 34(ii))

The Employer shall not rely on or engage in the practice specified in this clause of the Agreement. Where an employee is absent on the working day before or the working day after a public holiday, the Employer will not withdraw any employee's payment for the relevant holiday.

This undertaking is made according to section 190 of the *Fair Work Act 2009*, and the Employer understands that this undertaking will be taken to be a term of the Agreement pursuant to section 191 of the *Fair Work Act 2009*.

Dated: May, 2017

Signed for and on behalf of the Employer



Name DOUGLAS LAMONT.

5. HORCOMBE ST.

WEST BEACH SA 5024

Address

GENERAL MANAGER.

Authority / Position



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

TRANSIT (NSW) SERVICES PTY LTD, TRANSPORT WORKERS UNION AND BUS DRIVERS ENTERPRISE AGREEMENT 2017

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1. Title of this Agreement

The Enterprise Agreement (**EA or Agreement**) will be known as Transit (NSW) Services Pty Ltd, Transport Workers Union and Bus Drivers Enterprise Agreement 2017.

2. Parties Bound by EA

The parties bound by this EA are:

- a) Transit (NSW) Services Pty Ltd in the State of NSW, (**The Company or Employer**).
- b) Persons employed by the Company who are partly, wholly or principally employed as Bus Drivers, and who perform bus driving work in New South Wales (**Employees**).
- c) The Transport Workers' Union of Australian (**the Union**).

3. Date and Period of Operation

This EA shall come into operation from the first pay period on or after the seventh day after the date that it is approved by the Fair Work Commission and it shall have a nominal expiry date of the fourth anniversary of the approval. In an effort to ensure that future wage increases are not delayed after the nominal expiry of this agreement, the parties bound by this EA agree to commence negotiations for a replacement agreement six months prior to the nominal expiry date of this EA.

4. Relationship to Award

This EA operates to the complete exclusion of:

- a) the Passenger Vehicle Transportation Award 2010;
- b) any other federal or state award or notional agreement preserving a state award; and
- c) any other previous agreements.

5. Relationship to Legislated Minimum Standards

- a) Since 1 January 2010 the National Employment Standards (NES) have applied to the employment of Employees under this Agreement.
- b) It is not the intention of the parties that this Agreement operates in any way that is less favourable than the NES (except where allowed by the Act). If, in a particular situation this Agreement could be interpreted as providing a less favourable outcome to Employees, then the NES will apply to the extent of the inconsistency.

6. Definitions

For the purpose of this EA the following definitions shall be adopted:

“Broken Shift” means a shift with a spread of hours permitted under the relevant driving hours’ legislation and with an unpaid break of greater than 70 minutes between the two portions of work.

“Casual Employee” means an Employee who is engaged by the hour and paid for all time worked to the nearest minute, with a minimum engagement of one hour.

“EA” shall mean this Enterprise Agreement, the Transit (NSW) Services Pty Ltd, Transport Workers’ Union and Bus Drivers Enterprise Agreement 2017.

“Employees” shall mean those persons who work under the direction of the Company and receive payment within the terms of this EA and who are parties thereto.

“Engagement” shall mean the rostered daily shift for a bus driver and includes a broken shift.

“Driving Hours” shall be the national or state regulations that apply to bus driving hours applicable at the time.

“NES” means the National Employment Standards under the Act.

“Prescribed Rates” shall be the Monetary Rates, set out in Schedule 1 hereto.

“Straight Shift” shall mean a shift permitted under driving hours legislation.

“The Act” shall mean the *Fair Work Act 2009* (Cth).

“The Company” or “the Employer” shall mean **Transit (NSW) Services Pty Ltd** and any subsidiaries or associated entities which employ bus drivers in New South Wales (to perform bus driving work within New South Wales).

“The Union” shall mean the Transport Workers’ Union of Australia, New South Wales Branch.

“Fair Work Commission” is the body appointed to receive and give approval or otherwise to the EA.

7. No Extra Claims

The Parties agree that no extra claims shall be made in regard to any wages and allowances or conditions of employment during the nominal term of this EA as defined in clause 3 above.

8. Remuneration

- a) Pay rates are set out in Schedule 1.
- b) The pay rates listed in Schedule 1 will be paid from the first full pay cycle after the agreement is approved by the Fair Work Commission. Additionally, an increase of 2.37% on the current rate (\$25.12499 ph) will be back paid for the period 4 July 2015 until 3 July 2016 and a further increase of 2.74% will be back paid from 4 July 2016 until the rates in this agreement take affect.
- c) Transport for New South Wales (TfNSW) maintains an index of movements in wage levels in comparative industries ("TfNSW WPI Index"). This is currently the ABS Labour Price Index, Total Hourly Rates of Pay (excluding bonuses), Private and Public: Transport, postal and warehousing (A2603469T). This index may be replaced by a similar index during the course of this EA. Should this index return a negative figure, pay rates will not be reduced.
- d) The rates in Schedule 1 will increase by the percentage difference in the "TfNSW WPI Index" from the March Quarter 2016 to the March Quarter 2017 and will be applied to the wage rates in Schedule 1 on Monday 3 July 2017.
- e) The rates arrived at under 8 (d) will increase by the percentage difference in the "TfNSW WPI Index" from the March Quarter 2017 to the March Quarter 2018 and will be applied to the wage rates in Schedule 1 on Monday 2 July 2018.
- f) The rates arrived at under 8 (e) will increase by the percentage difference in the "TfNSW WPI Index" from the March Quarter 2018 to the March Quarter 2019 and will be applied to the wage rates in Schedule 1 on Monday 1 July 2019.
- g) The rates arrived at under 8 (f) will increase by the percentage difference in the "TfNSW WPI Index" from the March Quarter 2019 to the March Quarter 2020 and will be applied to the wage rates in Schedule 1 on Monday 6 July 2020.
- h) Should TfNSW elect to pay to Transit (NSW) Services Pty Ltd an amount greater than that designated by the "TfNSW WPI Index" for the defined period, then that greater amount will be passed on to the Employees.
- i) Saturday shifts shall be paid at the hourly rate set out in Schedule 1. Sunday shifts shall be paid at the hourly rate set out in Schedule 1.

- j) Where a shift has portions across two day types and that shift is completed after 0230 hours, the pay rate applicable for the whole shift will be the higher of the two day types. Work on all shifts between the hours of midnight and 4.30am will be paid for at the rate of time and one half.
- k) Public Holiday shifts shall be paid at the hourly rate set out in Schedule 1.
- l) All voluntary overtime worked on Monday to Friday will be paid at the overtime rate set out in Schedule 1.
- m) Where a Consultative Committee member, Union Delegate or other Employee is required by the Company to attend a meeting to accompany a fellow Employee, this will be regarded as time worked and they will be paid the applicable hourly rate for the time taken to attend the meeting.

9. Rates of Pay

- a) The wages and allowances of all Employees are set out in Schedule 1 and no other wages shall apply.
- b) An Employee who drives a bus in service carrying fare paying passengers or where a person is employed as a driver and conducts yard duties for the Company, shall be paid an allowance per day as set out in Schedule 1.
- c) Casual Employees shall be paid at the rates prescribed in Schedule 1. These rates include a Casual loading for all time worked during ordinary hours and a Casual loading for all time worked at overtime rates. The Casual loading shall be calculated on the applicable ordinary time base rate and shall not be subject to any additional penalty or loading.
- d) The loading is paid in lieu of Casual Employees receiving paid leave entitlements or notice of termination under this Agreement, and Casual Employees shall be paid in the following manner:
 - (i) Monday to Friday – Casual Employees shall be engaged by the hour and paid for all time worked to the nearest minute, with a minimum engagement of one hour; provided that, for all time worked in excess of 38 hours per week or ten hours on any day, the rate of pay shall be time and one half as designated in Schedule 1.
 - (ii) Saturdays – Casual Employees shall be engaged for a minimum engagement of four hours and shall be paid for all time worked at time and one half as set out in Schedule 1.
 - (iii) Sunday – Casual Employees shall be engaged for a minimum engagement of four hours and shall be paid for all time worked at double time as set out in Schedule 1.

- (iv) Public Holidays – Casual Employees shall be engaged for a minimum engagement of four hours and shall be paid for all time worked at double time and one half set out in Schedule 1.
 - (v) Clause 14, Overtime and other Penalty Payments shall not apply to Casual Employees.
- e) Permanent Part Time Employees – may be employed on a permanent basis to work a minimum of 20 hours per week, provided that:
 - (i) a minimum of three hours per day shall be worked by such an Employee.
 - (ii) The spread of ordinary hours allowable for such Employees shall be as set out in the clause 11 (Hours of Employment).
 - (iii) The rate of pay of such Employees shall be as detailed in Schedule 1.
 - (iv) Part-time Employees shall attract a pro rata entitlement (referrable to full time work), to:
 - annual leave;
 - personal leave;
 - compassionate leave;
 - long service leave;
 - public holidays

10. Payment of Wages

- a) Wages shall be paid weekly by electronic funds transfer.
- b) A payday shall be fixed, which, once established, shall not be changed except by agreement or with seven days' notice. Where the payday falls on a day prior to a public holiday, Employees shall be paid on the day prior to the normal payday.
- c) Each Employee shall be supplied with a pay envelope or statement in writing on which the following information will be provided:
 - (i) the name of the Employee;
 - (ii) the classification of the Employee (eg casual, part time, full time);
 - (iii) the date on which the payment was made;
 - (iv) the period of employment to which the payment relates;
 - (v) the gross amount of remuneration;

- (vi) the amount paid as overtime or such information as will enable the Employee to calculate the amount paid as overtime;
- (vii) the amount deducted for taxation purposes;
- (viii) the amount of contributions for superannuation purposes and the fund into which the contributions were made;
- (ix) the particulars of all other deductions; and
- (x) the net amount paid.

11. Hours of Employment

- a) The ordinary hours of work, exclusive of meal times, shall not exceed 38 hours per week, on the following basis:
 - (i) 38 hours to be worked within a working week not exceeding seven consecutive days, allowing working hours to be reduced by minutes per day or hours per week; or
 - (ii) Two weeks' worth of working hours (i.e. 76 hours) to be worked within a working fortnight over 14 consecutive days; or
 - (iii) Three weeks' worth of working hours (i.e. 114 hours) to be worked within a work cycle not exceeding 21 consecutive days; or
 - (iv) Four weeks' worth of working hours (i.e. 152 hours) to be worked within a work cycle not exceeding 28 days; or
 - (v) Any other arrangement where a weekly average of 38 hours is worked.
- b) The ordinary weekly hours shall be worked in four or five days and shifts shall be limited to ten hours for any shift.
- c) An Employee, other than a Casual Employee, called upon to work a broken shift on Monday to Friday, inclusive, shall be paid for not less than six hours for such shift.
- d) No broken shift shall be rostered to exceed a spread of 13 hours inclusive of meal breaks. Broken shifts in excess of 13 hours spread may be implemented only by agreement with the Employees concerned and the Employees' representative. The only unpaid break on a broken shift will be the break between the two sections of the shift. All other time on the shift shall be paid for as time worked.
- e) No straight shift shall be rostered to exceed a spread of 11 and a half (11.5) hours inclusive of meal breaks.

- f) No Employee shall be required to work a broken shift on a Saturday, Sunday or a public holiday.
- g) The break between the two sections of a broken shift shall be at least 71 minutes.
- h) Employees may be permitted to exchange shifts to meet their personal convenience, provided that such change is with the consent of the Employer.
- i) An Employee shall be rostered to have a continuous break between the completion of a shift and the commencement of the next regular starting time of no less duration than 10 hours or that required by the National Driving Hours, whichever is the longer break.
- j) Roster
 - (i) The Employer shall post a roster of all shifts in a prominent place in the depot seven days prior to that roster commencing. Shifts will be available detailing start and finishing times.
 - (ii) All starting and finishing times shall commence from and shall cease at the recognised home depot.
 - (iii) Employees shall be allowed reasonable time to perform such duties as is required by the employer.
- a. Duties will include the following provisions for the tasks listed below:
 - i. Sign on – 5 minutes;
 - ii. Sign on and drive a bus from depot at the commencement of a shift – 10 minutes;
 - iii. Sign on and drive a bus from depot on the second portion of a broken shift – 5 minutes;
 - iv. Sign on and pick up a bus in traffic (street relief) – 5 minutes, plus travelling/walking time to the picking up point;
 - v. When returning to a bus after a meal break – 3 minutes;
 - vi. Return a bus to depot, sweep the bus, empty rubbish and pay in – 10 minutes;
 - vii. Return a bus to depot, sweep the bus, empty rubbish, fuel the bus and pay in – 15 minutes;

- viii. Return a bus to depot and sign off first portion of a broken shift – 3 minutes;
 - ix. When bringing a bus to depot/meal location for a meal/crib break – 3 minutes;
 - x. When required to fuel a bus after the first portion of a straight or broken shift an additional 5 minutes shall be included in the shift;
- b. The turnaround at a terminus shall be flexible and will consider the likelihood of late running, congestion and being able to start the next trip on time. Turnaround times will be reviewed from time to time by the scheduling department and members of the Consultative Committee may raise this issue with their Operations Manager.
 - c. Payments shall be made for each shift at the rate applicable to the day on which the major portion of the work is performed.

The shifts and rosters prepared on the basis of conditions outlined in this clause and clause 13 shall be implemented within three months of commencement of operation of this EA.

The Employer agrees to develop a set of principles for the rostering of weekend overtime. These principals will be developed in consultation with the Consultative Committee and the Union and will be implemented within three months of commencement of operation of this Agreement.

12. Secure Employment

- a) The Company will take all reasonable steps to provide its Employees with secure employment by maximising the number of permanent positions in the Employer's workforce, in particular by ensuring that Casual Employees have an opportunity to apply for permanent positions as they become available.
- b) A Casual Employee engaged by the Employer on a regular and systematic basis for a sequence of periods of employment under this Agreement during a calendar period of six months shall thereafter have the right to elect to have his or her ongoing contract of employment converted to permanent full-time employment or part-time employment if the employment is to continue beyond the prior six month period in the same hourly manner. The conversion to permanent part-time or permanent full-time will be based on, and in line with, the hours worked by the Casual Employee in the preceding six month period.

13. Breaks

- a) There shall be such flexibility in taking meal and crib breaks in regard to charters, relief duties, straight shifts and/or broken shifts as is reasonably necessary to assist rostering.
- b) The times for taking meal and crib breaks shall be consistent with National Driving Hours Legislation:
 - (i) A meal break shall be not less than 30 minutes and shall not exceed 60 minutes, and is unpaid. A crib break shall be not less than 15 minutes and not more than 30 minutes and shall be counted as time paid.
 - (ii) No duties shall be performed by an Employee during his/her meal or crib break.
 - (iii) Where an Employee is required to take a meal or crib break away from his/her depot, it shall be the responsibility of the Employer to arrange for suitable toilet facilities.
 - (iv) No Employee shall take a meal break unless he/she previously worked for at least two hours, unless otherwise agreed between the Employee, the Employee's representative and the Employer.

14. Overtime and Other Penalty Rates

- a) Maximum Penalty Payment – Subject to rates of pay for Casual Employees and on Public Holidays, when time worked is subject to more than one extra rate of payment, the Employer shall not be required to pay more than the rate of double time.
- b) Overtime:
 - (i) Rostered overtime shall be paid for at the rate of time and one half for the first two hours and double time thereafter, for all rostered time worked in excess of 38 hours (refer Clause 11a).
 - (ii) Non-rostered overtime shall be paid for at time and one half for the first two hours and double time thereafter, and shall stand alone on a daily basis.
 - (iii) Employees requested to do non-rostered overtime, prior to the start, or after the conclusion of their normal shift, shall be paid at overtime rates for all overtime hours worked; provided that, when such overtime does not extend up to the Employees' normal starting or extended from the

finishing time, a minimum of two hours pay at overtime rates shall be paid whether worked or not.

- (iv) The Employer may require Employees to work reasonable overtime at the rate prescribed and such overtime shall be allocated as equally as possible.
- (v) Where different overtime rates are applicable to the same hours of work, the rate most favourable to the Employee shall be paid.

c) Meal Allowance

If:

- (i) an Employee is required to work for two (2) hours or more after the usual finishing time; and
- (ii) the Company does not advise the Employee on the day before the additional work is required to be performed,

the Employee will be paid a meal allowance as set out in Schedule 1. (this allowance does not apply to the middle of a broken shift)

d) Broken Shifts & Other Penalty Payments

- (i) All time worked on a broken shift after ten hours from the time first signed on shall be paid for at the overtime rate as set out in Schedule 1.
- (ii) No broken shift will finish later than 8.00pm.
- (iii) Subject to subclause (a) of this clause, all broken shift penalties under this clause shall stand alone for the purpose of calculation of wages.
- (iv) Recall – An Employee who has left the premises and who is requested to return to work to perform extra duties shall be paid at overtime rates, with a minimum paid period of four hours. This Clause does not apply to the break between the two portions of a broken shift.
- (v) Night Work – An Employee rostered to work ordinary hours of duty commencing prior to 6.00am and /or finishing after 6.00pm shall be paid an additional allowance as set out in Schedule 1.

15. Saturday and Sunday Work

- a) All time worked on Saturday will be paid at the rate of time and one half and all time on Sunday shall be paid for at the rate of double time.
- b) An Employee called upon to work on a Saturday shall be guaranteed and/or paid for not less than four hours work at the appropriate rate.
- c) An Employee called upon to work on a Sunday shall be guaranteed and/or paid for not less than four hours work at the appropriate rate.
- d) An Employee (excluding Casuals) called upon to work on a Saturday as an additional shift above their rostered work will be paid at the rate of time and three quarters (non rostered Saturday).

16. Mixed Functions

- a) An Employee required by the Employer to work for less than two hours a day on work carrying a higher rate of pay shall be paid at the higher rate for the actual time so worked and when required to work for more than two hours a day on such work he/she shall be paid as for a whole day's work.
- b) This clause shall not apply to actual periods of one hour or less or to exchange of work arranged between Employees to meet their personal convenience.

17. Days Off

- a) All full time Employees shall be allowed at least one day off in each week and shall not be worked on such day off.
- b) Where an Employee is required to work on any day rostered off, time worked shall stand alone and shall be paid for at the applicable daily rate if worked on a Saturday, Sunday or public holiday, or at the Non Rostered Saturday rate if worked on a Saturday, or at the overtime rate if worked on any other day.
- c) An Employee required to work on any day rostered off shall be guaranteed and/or paid for not less than four hours work at the appropriate rate.

18. Code of Conduct

An Employee on commencing employment with the Employer shall as part of the offer and acceptance of employment, be required to sign that they will adhere to the Transit NSW Drivers Manual as amended from time to time and agree to perform to the best of their ability to the specifications contained therein, and to abide by the terms and conditions of employment as follows:

- a) Drive any Company vehicle in accordance with relevant Federal and State road laws and in accordance with Transit NSW policies;
- b) Observe all other Transit NSW policies, shift details and work practices;
- c) Assist passengers in a safe, responsible and caring way;
- d) Drive vehicles in the most economical and caring way;
- e) Wear in the prescribed manner the uniform provided, to launder and press same and maintain a high standard of personal grooming and body hygiene;
- f) Take personal responsibility for cash and tickets, and handle them in an honest manner;
- g) Clean buses as prescribed in shift duties;
- h) Maintain personal appearance and cleanliness on the bus to the standards set by the TfNSW;
- i) Promptly report mechanical defects in the prescribed manner to ensure compliance with the Transit NSW maintenance system;
- j) Maintain accurate daily journals, carry out reasonable non-driving duties when required. These duties may include fuelling vehicles, passenger counts; running time surveys; clerical duties; collection and delivery of packages and parts; sweeping vehicles or other duties that utilise the Employee's skills and experience;
- k) Report accidents and incidents promptly;
- l) Endorse and follow Transit NSW guidelines regarding the discipline of passengers on buses;
- m) Monitor vandalism, report offenders and assist in identifying offenders;
- n) Participate in training programs as required;
- o) Comply with the requirements of the Transit NSW Drug and Alcohol Policy;
- p) Maintain confidentiality in regard to Transit NSW policies and practices;

- q) Avoid speaking to the media on matters relating to Transit NSW or TfNSW without the prior permission of the Employer;
- r) Adhere to the Transit NSW Employee Weight Policy;
- s) Maintain a suitable current driver's licence, TfNSW Bus Driver Authority Accreditation and valid Working with Children Clearance and promptly report to the Employer any change of status, bar, suspension or loss of any of these requirements. Failure to maintain a licence or bus driver authority will result in suspension from employment without pay and without accrual of entitlements to annual leave, sick leave or long service leave during the period of suspension. This right to suspend does not in any way limit the Employer's right, in appropriate circumstances, to terminate an Employee's employment or to treat the contract of employment as frustrated by reason of the Employee not having a current licence or bus driver authority;
- t) Declare any disability or previous injury, which may prevent adequately performing allocated tasks and
- u) Maintain medical fitness to the standard set by TfNSW.

19. Disciplinary Procedure

The General Manager, Area Manager or Operations Manager and/or nominee ("the Manager") shall use the following procedures regarding discipline:

- a) The Manager shall satisfy themselves with the identity of the Employee concerned.
- b) The Manager shall notify the Employee using the appropriate form or otherwise in writing that they are required to attend the Manager's office for a disciplinary hearing. If the matter relates to a customer complaint, a copy of the complaint (with the customer's details removed) will be provided.
- c) The Manager shall, on request, provide to the Employee, a copy of any relevant material from the Employee's personal file prior to the disciplinary hearing. This material shall not include the contact details of a complainant.
- d) The Manager shall inform the Employee that they may make arrangements to be accompanied and represented at the interview by a representative of their choosing; this can include a member of the Consultative Committee or the Union.
- e) The purpose of the disciplinary hearing may be to:
 - i. Investigate alleged incidents and determine appropriate action where necessary;

- ii. Review the performance or conduct of the particular Employee against desired performance;
 - iii. Identify performance or conduct concerns and, where applicable, their impact on fellow Employees and the travelling public;
 - iv. Develop remedial actions; and/or
 - v. Establish a course of action for the Employee including, where applicable, a review date.
- f) The Manager will terminate the disciplinary hearing by stating in the presence of the Employee and their representative the action to be taken, if any, or that they are reserving their decision and will inform the Employee of the decision within 24 hours.
- g) No Employee shall be disciplined on a complaint from an external customer unless the complaint has been investigated, found to have actually taken place and the Employee is notified of such complaint within 7 days of the Employer receiving notification of the offence. The investigation may include, but not limited to, a review of the on Bus CCTV system, information from the ticketing system, the on board GPS system along with witness statements. In an effort to ensure Natural Justice, the Employee and their chosen representative will be given access to this information prior to any disciplinary process commencing. If it is not appropriate to contact the Employee due to being on leave, etc, this 7 day period may be extended until the Employee returns to work.
- h) The disciplinary powers of the Manager are:
 - i. Following a disciplinary hearing, the Manager may issue a verbal warning, a written warning or a final warning, or may dismiss the Employee.
 - ii. The Employee may undergo counselling, training and performance monitoring as appropriate to assist them demonstrate that they have regained the appropriate level of performance and conduct. Where an Employee does not respond to counselling and/or training, other appropriate provisions of the disciplinary procedures may be applied.
 - iii. Where a warning has previously been issued, the Manager will issue a written or a final warning or may dismiss the Employee.
 - iv. Where a final warning has previously been issued, the Manager may dismiss the Employee.
- i) A record of the disciplinary hearing will be prepared by the Manager and may include a summary of the discussion, the course of action determined, review dates, warnings, final warnings and penalties imposed and a copy of this

record will be provided to the Employee. The Employee will be invited to acknowledge the content of the record with the understanding that a failure to acknowledge will not prejudice the Manager placing the record on the Employee's file.

- j) Instant Dismissal. Nothing in this procedure shall affect the right of the Employer to terminate without notice Employees in circumstances where serious or wilful misconduct occurs, even where there has been no previous instances of disciplinary action. Instant dismissal on the grounds of serious or wilful misconduct must be taken by the Area/General Manager or his/her nominee and must be confirmed in writing. Before such a dismissal occurs the Employee must be given an opportunity in the presence of their chosen relevant representative to hear any allegations and provide an explanation as to his or her behaviour.
- k) No disciplinary hearing record of an Employee will be shown to another Employee (except where required in the course of duty) or Union official without the approval of the Employee. A copy of the record will be retained by the Manager for two years after which it will not be used for escalating disciplinary matters.
- l) Where an Employee appeals, any penalty imposed shall be set aside until the appeal is determined, provided that this clause shall not apply in the case where the Employee has been instantly dismissed.

a) Grievance Procedure

- a) An Employee who believes that they have been treated unjustly in respect to the outcome of a disciplinary hearing may appeal in writing to the Area Manager (and/or their nominee) within 5 days from the date of the decision of the Manager.
- b) The Area Manager will acknowledge receipt of the appeal within 5 days.
- c) The Area Manager will call a hearing within 14 days of acknowledging the receipt of the appeal, at which all evidence and processes will be reviewed.
- d) The Area Manager will inform the Employee that they may make arrangements to be accompanied and represented at the interview by a representative of their choosing, this can include a member of the Consultative Committee or the Union.
- e) The Employee will be given the opportunity to review evidence provided by the Manager, and to make further submissions.
- f) The Area Manager may confirm, quash or vary the disciplinary action within the terms of clause 19.

- g) If an Employee believes the Area Manager's decision does not resolve their grievance to their satisfaction, the Employee may request that the matter be referred to the General Manager for a final decision.

b) Other dismissals

Nothing in this procedure shall affect the right of the Employer to terminate the services of Employees for other reasons (eg redundancy) subject to the meeting of legislative conditions.

20. Amenities

- a) The following amenities shall be available at all depots where Employees are employed under the provisions of this award:
 - (i) A change room or area for Employees to change their clothes.
 - (ii) A suitable lockable locker for each Employee.
 - (iii) Hot and cold water for washing purposes.
 - (iv) Where Employees are required to have their meals at the depot, a dining room or area with adequate seating and table accommodation and facilities for boiling water and heating food.
 - (v) Lavatory facilities.
 - (vi) Appropriate arrangements for rosters to be posted and for Employees to sign on and off.

21. Deduction of Pay

- a) The Employer may deduct payment for time lost during which the Employee cannot be usefully employed by reason of any strike or other cause for which the Employer cannot be held responsible.
- b) The Employer may not deduct pay if the Employer fails to notify an Employee of a change in shift times and the Employee reports for duty and is not required. The Employee shall complete the hours as rostered.

22. Operating Locations

- a) Employees covered by this EA will be required to operate from premises established by the Company. In assigning Employees to an operating location the Company shall use its best endeavours to make this convenient to an Employee's normal place of residence.

- b) The parties acknowledge that from time to time variations to operating locations may occur, either on a permanent or temporary basis. In such circumstances the Company agrees to provide maximum notice of such changes as is possible. The Employer may require Employees to change their location of employment, but will do so on the basis of first seeking volunteers before implementing changes.

23. Fines, Shortages and Reimbursements

- a) An Employee shall take all reasonable precautions to ensure the care of vehicles, equipment, tools and money entrusted to them in the course of their employment.
- b) In the event that an Employee incurs fines for traffic violations, or is unable to satisfactorily explain shortages for fares collected and/or tickets and/or money entrusted to their care, the Employer may obtain full recompense for such amounts from the Employee. The procedure for recovery by the Company will be decided after discussions with the Employee and their representative. These discussions should take into account the Employee's financial circumstances.
- c) An Employee shall not be responsible for damage or loss to the Employer's equipment where that equipment has been secured in the Employer's premises.

24. Licence and Bus Driver Authority

Employees acknowledge and agree to keep any licences, bus driver authority and working with children checks necessary for them to conduct their duties current at all times and have them available for checking by the Employer on request. Employees without a current licence and/or bus driver authority will be stood down without pay until the licence/bus driver authority is renewed. It is the responsibility of the Employee that renewal of their licence and bus driver authority is done in accordance with the TfNSW Regulations.

25. Training – New Employees

- a) The Employer requires that prospective drivers successfully complete the Transit NSW driver-training course before being offered employment as a driver.
- b) During this driver-training course, the prospective driver will be paid as a provisional Employee for a term corresponding with the length of the driver-training course. The duration of the driver-training course will usually be up to 10 days but this may be reduced or increased, at the discretion of the Employer, depending on the skills of the prospective driver.
- c) The driver-training course will include classroom-training, on-road training with an empty bus, and "buddy" driving in-traffic with an experienced Transit NSW Employee.

Whilst participating in the driver-training course as a provisional Employee, participants will be paid at the applicable rate as specified in Schedule 1.

26. Training – Inductions

- a) The Employer shall allow an authorised workplace delegate of the Union or an officer of or person otherwise authorised by the Union to provide:
- (i) Any new Employee with a presentation of at least 30 minutes duration as part of the formal induction program to be provided by the Employer to that Employee under the Staff Development and Training Standard, and the Employer acknowledges that any such presentations by the Union may include the following topics:
 - Employee rights under relevant awards;
 - Explanation of specific provisions (including rosters, short pays and meal breaks);
 - The requirements of national driving regulations, in particular driver fatigue management and medical assessment issues; and
 - The organisation, structure and role of the Union and the role of the Union delegates, and may include an offer of membership of the Union to the Employee consistent with freedom of association requirements.
 - (ii) For the purposes of 26(a)(i), a new Employee excludes Employees, whom have transferred employment to the Employer by operation of section 311, Fair Work Act, 2009.
- b) The Employer shall:
- (i) Provide a suitable venue for any formal induction program for Employees under the Staff Development and Training Standard and for any presentation by the Union under this clause.
 - (ii) Provide the Union at least five (5) business days written notice of any formal induction program to be provided by the Employer to any Employee under the Staff Development and Training Standard, along with information on the timeslot available for the presentation by the Union under sub-paragraph (ii) of paragraph (a) of this subclause and the number of Employees attending; and
 - (iii) Consult with the Union to establish a timetable for presentations made pursuant to this clause.

- (iv) Facilitate the induction process outlined in clauses (b) (i) to (iii) and shall not discourage Employees from attending inductions.
- c) For the avoidance of doubt, the Union induction is to be an educational session on workplace rights, the enterprise agreement and union itself, in accordance with Clause 26(a)(i), and is not to highlight any outstanding issues that the Union or its members may have with the Company. A Company trainer is permitted to remain in attendance during the Union presentation.

27. Training and Release of Consultative Committee/Union Delegates

- a) A member of the Consultative Committee or Transport Workers Union Delegate with more than 6 months continuous service in that role shall be entitled to up to 12 days leave with pay each calendar year, non cumulative, to attend courses which are designed to promote good industrial relations and efficiency within the industry.
- b) Attendance at such a course will require a written application from the Consultative Committee or the Transport Workers Union nominating the attendees, the specific course and the nature, content and duration of the course.
- c) The Consultative Committee or the Transport Workers Union must make application providing the following notice period:
 - (i) As soon as practicable but, in any event, no less than four (4) weeks for leave of more than one (1) consecutive day;
 - (ii) As soon as practicable but, in any event, no less than five (5) business days for any other leave;
 - (iii) Any request for leave without the required notice will be considered on its merits.
- d) The granting of Training Leave will be subject to the Employer being able to make adequate staffing arrangements amongst current Employees during the period of such leave.
- e) The granting of Training Leave must not be unreasonably withheld.
- f) Leave of absence granted under this Clause will count as service for all purposes of this Agreement.

- g) Employees on Training Leave will receive their ordinary weekday rate of pay for the period of leave.
- h) The Employee is responsible for expenses (travel, accommodation and meals) associated with the attendance at a training course.
- i) The Employee will be required to provide written proof of attendance at the nominated course to qualify for payment.
- j) The Employer shall require a summary of the training undertaken including workbooks and a written summary from the Employee outlining the contribution the training has made to good industrial relations and efficiency within the industry from each Employee participant.

28. Union Delegates/Consultative Committee Representative

- a) An Employee appointed as Union delegate or Consultative Committee Representative, will be recognised as the representative of the union and/or the Employees.
- b) Should the Consultative Committee Representative or Union delegate identify an issue, they should follow the Dispute Resolution Clause as detailed in Clause 31 in the Agreement.
- c) In addition to other clauses in this Agreement, the Company shall ensure the delegate has the right to carry out the functions of a Union delegate.

29. Notice Board

The Employer shall supply a notice board of reasonable dimensions in a prominent position for each of the Union and Consultative Committee representatives. Notices posted must be signed by the author.

The Employer reserves the right to take down offensive or inappropriate material.

30. Consultative Committee

A Consultative Committee will operate at each depot and shall be made up of management representatives from the Company and at least two Employee representatives. Consultative Committee representatives will serve a term of two years. A Transport Workers Union representative shall be invited to attend and participate in Consultative Committee meetings. The Committee shall meet at least quarterly at a set date and time or more frequently should the parties agree, and shall discuss issues that include but are not limited to the following:

- a) Measures to improve efficiency and productivity

- b) The rostering of work and timetabling of trips
- c) The application of this Agreement
- d) Industrial concerns and grievances

31. Dispute Resolution Procedure

- a) Both the Employer and the Employees agree that as the service provided by Transit NSW is an essential community service and that any disruption to the service could impact on the safety and security of the Employer's customers, it is not in any party's or the community's interest that there are any disruptions to the normal provision of services, despite any disagreement that may arise.
- b) For the avoidance of doubt this procedure applies in relation to any dispute arising out of this agreement, the employment relationship or in relation to the NES.
- c) In the event of a grievance or dispute arising at work an Employee shall discuss the matter with their depot Operations Manager.
- d) In the event that the issue remains in dispute the Employee and their chosen representative will discuss the matter with the Operations Manager.
- e) In the event that the issue continues to be in dispute the Employee may choose to refer the matter to either an organiser of the Union or to the depot Consultative Committee. The organiser and/or a representative of the Consultative Committee will discuss the issue with the Area/General Manager.
- f) If no negotiated settlement can be achieved and the process is exhausted without resolution, the parties shall jointly or individually refer the matter to the Fair Work Commission where the parties shall use their best endeavours to resolve the matter by conciliation.
- g) If the Fair Work Commission is unable to resolve the dispute at the first stage, the Fair Work Commission may then arbitrate the dispute and make a determination that is binding on the parties. If Fair Work Commission arbitrates the dispute it must take into consideration the aims and objectives as set out in sub clause a) above as the primary consideration in making any binding determination.

Note: If the Fair Work Commission arbitrates the dispute, it may use the procedural powers that are available to it under the Act.

- h) The decision of the Fair Work Commission will be binding on the parties subject to the following:

- i. There shall be a right of appeal to a Full Bench of the Fair Work Commission against the decision, which must be exercised within 21 days of the decision being issued or within such other time as the Full Bench may allow.
- i) While the above procedure is being followed and until the matter is resolved by agreement, conciliation or arbitration, work will continue in accordance with the status quo, that is work shall continue normally without interruption.
- j) To avoid doubt, an Employee is entitled to have a representative of their choice in relation to the procedures set out in (d) to (f) above.

32. Major Change and Consultation

- (1) This clause 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 EA 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).

33. Flexibility

The Employer and an Employee covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:

- (a) the agreement deals with 1 or more of the following matters:
 - (i) arrangements about when work is performed (including meal breaks);
 - (ii) overtime rates;
 - (iii) penalty rates;
 - (iv) allowances;
 - (v) job sharing; and
- (b) the arrangement meets the genuine need of the Employer and Employee in relation to 1 or more of the matters mentioned in paragraph (a); and
- (c) the arrangement is genuinely agreed to by the Employer and Employee.
- (d) the rates of pay shall not be less than the applicable rates designated in Schedule 1 of this Agreement.

The Employer must ensure that the terms of the individual flexibility arrangement:

- (a) are about permitted matters under section 172 of the Act; and
- (b) are not unlawful terms under section 194 of the Act; and
- (c) result in the Employee being better off overall than the Employee would be if no arrangement was made.

The Employer must ensure that the individual flexibility arrangement:

- (a) is in writing; and
- (b) includes the name of the Employer and Employee; and
- (c) is signed by the Employer and Employee and if the Employee is under 18 years of age, signed by a parent or guardian of the Employee; and
- (d) includes details of:
 - (i) the terms of the enterprise 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 Employer must give the Employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.

The Employer or Employee may terminate the individual flexibility arrangement:

- (a) by giving 28 days written notice to the other party to the arrangement; or
- (b) if the Employer and Employee agree in writing – at any time.

34. Public Holidays

- a) The days on which New Years Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queens Birthday, Labour Day, Christmas Day and Boxing Day are observed, together with special days appointed by proclamation as public holidays throughout the State of New South Wales, shall be recognised as holidays. When taking any of the said holidays, an Employee shall receive payment for the ordinary hours of their rostered shift and any rostered overtime they would have earned had they not taken a holiday, but shall not receive any daily allowances, loadings, penalties or premiums they would otherwise have earned.
- b) Where any of the said public holidays are observed (Monday to Friday inclusive) during an Employee's period of annual leave, an additional paid day shall be added to the annual leave period for each such holiday so occurring.
- c) Where any of the said public holidays fall (Monday to Friday inclusive) on an Employee's rostered day off, then the Employee shall be entitled to an additional paid day added to his/her annual leave period or shall be paid, in addition to his/her wages for that week, seven hours 36 minutes pay for such public holiday.
- d) Where an Employee is required to work any such holiday and he/she fails to work as required, no payment shall be made to the Employee for the holiday; provided that this subclause shall not preclude payment of personal leave entitlements in respect of any Employee who is unable to work on a public holiday because of illness. Such Employee shall be entitled to access Personal Leave.
- e) All time worked by Employees on a public holiday shall be paid for at the rate of double time and a half, with a guarantee of four hours work for each Employee.

- f) Where, in a week in which a public holiday falls, an Employee's ordinary rostered day off is altered so as to coincide with the public holiday, he/she shall be paid, in addition, at the ordinary rate for the number of hours he/she would have worked according to his/her normal roster had the day not been a holiday or, as alternatives, equivalent time off shall be allowed within one month or added to the Employees annual leave.
- g) In a week in which a public holiday falls, the Employer shall not be allowed to make up an Employee's ordinary week with an overtime shift which, under the normal weekly roster, the Employee would have worked had it not been a public holiday.
- h) In any week in which a public holiday occurs, the time for which the Employee would normally be rostered to work but for the public holiday shall be deemed to be time worked for the purpose of determining whether rostered overtime is payable pursuant to paragraph (i) of subclause (b) of clause 14, Overtime and Other Penalty Payments.
- i) When an Employee is absent from employment on the working day before or the working day after a public holiday without reasonable excuse or without the consent of the Employer, the Employee shall not be entitled to payment for the working day, unless the Employee has worked on the holiday.

35. Personal Leave

This clause does not apply to Casual Employees.

For the purposes of this Agreement, personal leave is:

- a) Sick leave

Paid leave taken because of a personal illness, or injury; or

- b) Carer's leave

Paid or unpaid leave taken 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.

The entitlement to use accrued paid personal leave for carer's leave purposes is subject to the Employee providing care or support to the person concerned.

c) Domestic Violence Leave

An Employee who is a victim of domestic violence may access personal leave to attend medical appointments. Where necessary, the Company will modify work patterns to assist in meeting these commitments. Should an Employee have exhausted all personal leave entitlements, the General/Area Manager will have the discretion to approve a negative leave balance providing all other forms of paid leave have been exhausted. This clause will only apply to a victim of domestic violence.

d) Employees are entitled to 10 days pro-rata of paid personal leave for each year of service. Personal leave will accrue progressively based on an Employee's ordinary hours of work.

e) Notice:

(i) To be entitled to personal leave during a period, the Employee must give the Company notice in accordance with this clause that the Employee is (or will be) absent from work during the period because:

(1) Of a personal illness, or injury; or

(2) The Employee is required to provide care or support to a member of the Employee's immediate family, or a member of the Employee's household, who requires (or required) care or support because of personal illness, injury or an unexpected emergency.

(3) The Employee is a victim of domestic violence.

(ii) The Employee shall, unless it is not reasonably practicable so to do (proof whereof shall be on the Employee), make every effort to notify the Company of their absence two hours before their normal starting time on the first day of the absence, but in any circumstances within 24 hours of their normal starting time.

(iii) The Employee shall notify the Company by 3.00p.m. on the day prior to their return to duty of their availability to return to normal duties.

f) Documentary evidence

(i) To be entitled to payment for personal leave, the Employee must provide the Company with a medical certificate from a registered health practitioner or other satisfactory evidence;

(ii) The required document must be given to the Company as soon as reasonably practicable.

- (iii) The documentary evidence requirements of this clause apply to all personal leave absences of two days or more duration and to all single-day personal leave absences where personal leave has already been paid for two or more single-day absences in the same year.
- g) Personal leave shall be fully cumulative
 - (i) Debit for personal leave taken will be calculated on the basis of the length of the rostered work that the Employee would have worked had the Employee been at work.
 - (ii) Employees shall not be entitled to paid leave of absence for any period in respect of which they are entitled to workers' compensation.
 - (iii) Where an absence is expected to continue beyond one month, the Employee must contact their supervisor or management to notify them of the intended length of the absence and the approximate date upon which the Employee will be able to return to work.
 - (iv) Employees agree to act in good faith and to co-operate with the Company in the management of sick leave and absenteeism.
 - (v) Employees are also entitled to a period of up to 2 days unpaid carer's leave if they have exhausted their paid personal leave entitlement. Unpaid carer's leave also applies to Casual Employees.

36. Compassionate Leave

This clause does not apply to Casual Employees.

a) Period of compassionate leave

Subject to this clause an Employee is entitled to a period of 2 days of compassionate leave for each occasion (a "permissible occasion") when a member of the Employee's immediate family 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
- (iii) Dies.

However, the Employee may be required to provide the Company with evidence that the Company reasonably requires to confirm the illness, injury or death.

- b) If the Employee takes compassionate leave, the Company will pay the Employee for that period the amount that the Employee would reasonably have expected to be paid if the Employee had worked during that period. To avoid doubt, Casual Employees are not entitled to payment pursuant to this clause.

37. Annual Leave

This clause does not apply to Casual Employees.

- a) Annual leave shall accrue on the basis of 20 days pro-rata annual leave for each completed year of service. Annual leave accrues progressively during a year of service according to the Employee's ordinary hours of work, and accumulates from year to year.
- b) Annual leave shall be taken at a mutually agreeable time which best meets the needs of the business; provided that the Company may direct, at its discretion, an Employee to take up to 10 days annual leave at any time when the Employee has annual leave to their credit of more than 40 days.
- c) Employees may be required to take annual leave to their credit during the Christmas / New Year period and / or during the Easter period and / or during any school holiday period.
- d) During a period of annual leave an Employee will receive a loading calculated on the minimum hourly rate set out in Schedule 1. The annual leave loading shall be 25%. This 25% loading can be cashed out at the request of the Employee at any time. Once cashed out, any leave taken will no longer receive the 25% loading.
- e) Alternatively, an Employee may request to take 25 days annual leave per annum at the base rate without the 25% loading.

38. Long Service

- a) Employees are entitled to long service leave in accordance with the provisions of the *Long Service leave Act 1955* (NSW).
- b) Consistent with that legislation, Employees are entitled to receive two months long service leave in respect of 10 years' service so completed.

39. Parental Leave

Employees are entitled to parental leave in accordance with the NES.

40. Jury Service

This clause does not apply to Casual Employees.

- a) While on jury duty service full time Employees will receive the base rate of pay for the ordinary hours of work in the period for each day of jury service up to 10 days, less any amount the Employee has received as Jury Service Pay as defined by the Fair Work Act. Part time Employees will receive pro rata payment based on average hours worked.
- b) Employees must claim any monies or reimbursement including out of pocket expenses, for attendance at jury service from the relevant government departments or agencies.
- c) Employees must notify the Employer as soon as possible of the date upon which they are required to attend for jury service.
- d) Employees must give the Employer proof of attendance, the duration of such attendance and the amount received in respect to the jury service.

41. Termination/Redundancy

- a) Provisions relating to redundancy are provided for in the NES.
- b) This clause supplements the NES in relation to severance pay on redundancy. For the avoidance of doubt, the entitlements in this clause include the NES entitlements and are not in addition to the NES entitlements.
- c) The employment of a permanent Employee may be terminated by the Company with notice in accordance with the following scale:

Period of continuous service with the Company	Period of notice
1 year or less	At least 1 week
Over 1 year and up to 3 years	At least 2 weeks
More than 3 years but not more than 5 years	At least 3 weeks
More than 5 years	At least 4 weeks

- d) 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 week's notice.
- e) An Employee is required to give the Company the same period of notice of termination as detailed in (c) above. If the Employee does not provide the required amount of notice to the Company, the Company may deduct the value of the period of notice not given from the Employee's final pay.
- f) Where an Employee's employment is terminated by reason of redundancy, the employer shall pay the Employee the following severance pay in respect of a continuous period of service:

- (i) If an Employee is under 45 years of age, the employer shall pay in accordance with the following scale:

Years of service	Entitlement
1 year and less than 2 years	4 weeks pay
2 years and less than 3 years	7 weeks pay
3 years and less than 4 years	10 weeks pay
4 years and less than 5 years	12 weeks pay
5 years and less than 6 years	14 weeks pay
6 years and over	16 weeks pay

- (ii) Where an Employee is 45 years old or over, the entitlement shall be in accordance with the following scale:

Years of service	Entitlement
1 year and less than 2 years	5 weeks pay
2 years and less than 3 years	8.75 weeks pay
3 years and less than 4 years	12.5 weeks pay
4 years and less than 5 years	15 weeks pay
5 years and less than 6 years	17.5 weeks pay
6 years and over	20 weeks pay

- g) "Weeks' pay" for the purposes of this clause means the all purpose rate for the Employee concerned at the date of termination, and shall include, in addition to the ordinary rate of pay, shift penalties and allowances.
- h) This clause only applies to permanent Employees, and does not apply to Casual Employees or any other categories of persons who are excluded by the NES as being entitled to notice or redundancy pay.

42. Salary Sacrifice for Superannuation

- a) Notwithstanding anything contained within this EA or the Award and the Prescribed Rates set out in Schedule 1 of this Agreement, an Employee may elect, subject to the agreement of the Company, to sacrifice a specific amount of their base wage paid under this Agreement to additional superannuation payments.
- b) Any salary sacrifice arrangement entered into under this clause is subject to taxation and superannuation legislation.
- c) Employees are responsible for seeking their own independent financial advice with respect to salary sacrifice arrangements.

43. Default Superannuation Funds

- a) The subject of superannuation is dealt with by legislation including the Superannuation Guarantee (Administration) Act 1992, the Superannuation

48. Acceptance by Parties

The matters contained herein represent the basis of the Transit (NSW) Services Pty Ltd, Transport Workers Union and Bus Drivers Enterprise Agreement 2017 and are accepted by the following parties.

Dated this ____ Day of _____ 2017

For and on behalf of the Transit NSW Bus Drivers' Consultative Committee

Name _____

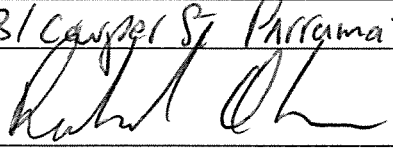
Address _____

Signed _____

For and on behalf of the Transport Workers' Union of Australia, *NSW. BRANCH.*

Name RICHARD OLSEN (Secretary)

Address 31 Campbell St Parramatta

Signed 

For and on behalf of Transit (NSW) Services Pty Limited


Name _____ (General Manager)

Address _____

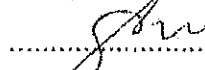
Signed _____

EXECUTED AS AN AGREEMENT

SIGNED FOR AND ON BEHALF OF THE EMPLOYER PURSUANT TO S.127 OF THE
CORPORATIONS ACT 2001 BY:

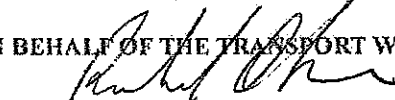
 (Signature)
DOUGLAS LAMBERT (Full Name)
5 HURCOMBE ST (Address)
WEST BEALBA SA 5024
15/5/17 (Date)
GENERAL MANAGER (Authority/Position)

In the presence of:

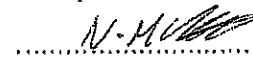
 (Signature)
MARTINA STONE (Full Name)
ADMIN MANAGER (Title)

THE SIGNATORIES BELOW ACCEPT AND ENDORSE THE TERMS OF THE AGREEMENT
ON BEHALF OF THEIR ORGANISATION OR THE EMPLOYEES THEY REPRESENT

SIGNED FOR AND ON BEHALF OF THE TRANSPORT WORKERS UNION OF AUSTRALIA

 (Signature)
RICHARD OLSEN (Full Name)
31 COWPER STREET (Address)
PARRAMATTA NSW 2150
15/5/17 (Date)
BRANCH SECRETARY (Authority/Position)

In the presence of:

 (Signature)
NICHOLAS MCINTOSH (Full Name)
ASSISTANT SECRETARY (Title)

SIGNED FOR AND ON BEHALF OF THE EMPLOYEES BY THEIR NOMINATED BARGAINING REPRESENTATIVES

 (Signature)

Garry Black..... (Full Name)

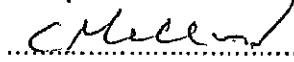
9 Oriole Place..... (Address)

Green Valley NSW 2168

12-05-2017 (Date)


Bargaining Representative (Authority/Position)

In the presence of:

 (Signature)

CHRIS MILLARD (Full Name)

GENERAL MANAGER (Title)

 (Signature)

Kiril Veljanoski..... (Full Name)


27 Leopold Place..... (Address)

Cecil Hills NSW 2171

12/5/17 (Date)

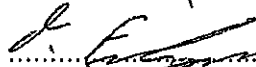
Bargaining Representative (Authority/Position)

In the presence of:

 (Signature)

CHRIS MILLARD (Full Name)

GENERAL MANAGER (Title)

 (Signature)

Ivan Filipovic..... (Full Name)

3/46 Wattle Road..... (Address)

Casula NSW 2170

12-5-17 (Date)

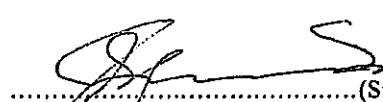
Bargaining Representative (Authority/Position)

In the presence of:

 (Signature)

CHRIS MILLARD (Full Name)

GENERAL MANAGER (Title)

 (Signature)

Alama Taala..... (Full Name)

4/59 Fore Street..... (Address)

Canterbury NSW 2193

 12/05/2017 (Date)

Bargaining Representative (Authority/Position)

In the presence of:

 (Signature)

CHRIS MILLARD (Full Name)


GENERAL MANAGER (Title)



.....(Signature)

Sergio Fiorenza.....(Full Name)

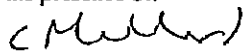
104 South Street..... (Address)

Rydalmere 2193 2116 

12th MAY 2017..... (Date)

Bargaining Representative (Authority/Position)

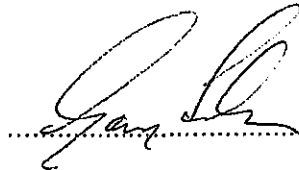
In the presence of:



.....(Signature)

CHRIS MILLARD..... (Full Name)

GENERAL MANAGER.....(Title)



.....(Signature)

Greg Tsolakis(Full Name)

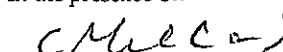
30 Melville Street..... (Address)

Kincumber NSW 2251

12.5.2017..... (Date)

Bargaining Representative (Authority/Position)

In the presence of:



.....(Signature)

CHRIS MILLARD..... (Full Name)

GENERAL MANAGER.....(Title)

SCHEDULE 1
MONETARY RATES

The following pay rates will be paid from the first full pay week after the agreement is approved by the Fair Work Commission.

The rates will be increased in following years as described in Clauses 8(d), (e), (f) and (g).

CLASSIFICATION		RATE PER HOUR	38 HOUR WEEK
Full Time and Part Time	Monday to Friday	\$26.4252	\$1004.1563
Full Time and Part Time	Overtime (time & half) plus all work between Midnight and 4.30am	\$39.6379	
Full Time and Part Time	Saturday (time & half)	\$39.6379	
Full Time and Part Time	Non Rostered Saturday (time and ¾)	\$46.2442	
Full Time and Part Time	Sunday (double time)	\$52.8503	
Full Time and Part Time	Public Holiday (double time & half)	\$66.0629	
Annual Leave Loading	25% for 38 hours		\$251.039
Casuals	Mon to Fri (incl casual loading)	\$32.9202	
Casuals	Overtime in excess 38 hours (time & half)	\$45.5835	
Casuals	Casuals – Saturday (time & half)	\$45.5835	
Casuals	Casuals – Sunday (double time)	\$60.7781	
Casuals	Casuals – Public Holiday (double time & half)	\$75.9726	
Provisional Employee (new trainee drivers)	Monday – Sunday	\$17.4449	
ALLOWANCES			
Clause 9 b)	Drive a bus in service with fare paying passengers or conduct Yard Duties	\$15.0658 per day	
Clause 14 d)(v)	Rostered to work ordinary hours of duty commencing prior to 6am and/or finishing after 6pm	\$2.3115 per day	
Clause 14 c)	Meal Allowance for overtime in excess of two hours	\$12.2445 per day	

UNDERTAKING

11 May, 2017

TO: FAIR WORK AUSTRALIA

UNDERTAKING IN RELATION TO THE TRANSIT (NSW) SERVICES PTY LTD, TRANSPORT WORKERS UNION AND BUS DRIVERS ENTERPRISE AGREEMENT 2017 ("the Agreement")

(Transit (NSW) Services Pty Ltd ("the Employer") undertakes that while the Agreement is in operation:

1. **Training – New Employee (clause 25)**

While participating in the driver training course as a Provisional Employee, prospective drivers will be paid a sum equal to the rate of pay to which that Employee would be entitled under the Passenger Vehicle Transportation Award 2010.

2. **Public Holidays (Clause 34(i))**

The Employer shall not rely on or engage in the practice specified in this clause of the Agreement. Where an employee is absent on the working day before or the working day after a public holiday, the Employer will not withdraw any employee's payment for the relevant holiday.

This undertaking is made according to section 190 of the *Fair Work Act 2009*, and the Employer understands that this undertaking will be taken to be a term of the Agreement pursuant to section 191 of the *Fair Work Act 2009*.

Dated: May, 2017

Signed for and on behalf of the Employer



Name DOUGLAS LAMONT.

5 HORCOMBE ST

WEST BEACH SA 5024

Address

GENERAL MANAGER.

Authority / Position