



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Transdev Sydney Pty Ltd
(AG2021/8742)

TRANSDEV SYDNEY PTY LTD (INNER WEST LIGHT RAIL) - ENTERPRISE AGREEMENT 2021

Road transport industry

COMMISSIONER O'NEILL

MELBOURNE, 16 DECEMBER 2021

Application for approval of the Transdev Sydney Pty Ltd (Inner West Light Rail) - Enterprise Agreement 2021

[1] Transdev Sydney Pty Ltd has applied for approval of an enterprise agreement known as the *Transdev Sydney Pty Ltd (Inner West Light Rail) - Enterprise Agreement 2021* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act) and is a single enterprise agreement.

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

[3] The Australian Rail, Tram and Bus Industry Union 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.

[4] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 23 December 2021. The nominal expiry date of the Agreement is 31 October 2023.



COMMISSIONER

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**TRANSDEV SYDNEY PTY LTD
(INNER WEST LIGHT RAIL DRIVERS)
ENTERPRISE AGREEMENT 2021**

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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 (Inner West Light Rail) – Enterprise Agreement 2021.

1.2 PARTIES BOUND

This Agreement shall be binding upon and covers:

- 1) Transdev Sydney Pty Ltd in respect of its Sydney light rail operations (“the Employer”); and
- 2) Employees as defined by this Agreement who perform work covered by the scope of this Agreement, specifically being those Employees only employed to perform work as Light Rail Drivers on the Inner West Light Rail Line (IWLRL Drivers).
- 3) The Australian Rail Tram and Bus Industry Union, New South Wales Branch who was a bargaining representative for Employees covered by this Agreement.

This Agreement does not cover:

- 4) Employees who perform work on the CBD and South East Light Rail (CSELR) as drivers, or other classifications as defined in the Transdev CSELR EA.
- 5) Employees such as Controllers, CSOs and AOs, who perform work across both networks being the IWLRL and the CSELR.

1.3 AWARD RELATIONSHIP

- 1) This Agreement and the National Employment Standards (NES) combined contain the minimum terms and conditions of employment for Employees covered by this Agreement. Should any provision of this Agreement be interpreted in a manner that is less beneficial or inconsistent with the NES, then the NES or Fair Work Act shall apply to the extent of the inconsistency.
- 2) This Agreement shall replace and rescind all other agreements relating to the terms and conditions of employment and is conditional upon approval under the *Fair Work Act 2009* (Cth). To avoid any doubt, this Agreement operates to the exclusion of any and all other awards or agreements that might otherwise apply, or that applied in the past, to Employees including the terms of the *Passenger Vehicle Transportation Award 2020* (Modern Award).

1.4 DURATION

- 1) This Agreement will commence operation seven days after it has been approved by the Fair Work Commission (FWC).
- 2) The nominal expiry date of this Agreement will be 31 October 2023.
- 3) The Employer undertakes that bargaining for the replacement of this Agreement shall commence not later than 30 April 2023. For avoidance of doubt commencement of bargaining is signified by the distribution of the notice of employee representational rights in accordance with s 173 of The Act.
- 4) 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:

- 1) "Immediate family" is as defined by the NES as the following are members of an Employee's immediate family:
 - a. a spouse or former spouse, de facto partner or former de facto partner, child, parent, grandparent, grandchild or sibling of the Employee;
 - b. child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the Employee.
 - c. this definition includes step-relations (for example, step-parents and step-children) as well as adoptive relations.
- 2) A "Household member" is any person who lives with the employee.
- 3) "de facto partner", in relation to an Employee:
 - a. 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
 - b. includes a former de facto partner of the Employee.
- 4) "The Act" means the *Fair Work Act 2009*.
- 5) "FWC" refers to the Fair Work Commission
- 6) "Full Time Employee" means an employee who is employed for an average of thirty-eight (38) ordinary hours per week.
- 7) "Employer" means Transdev Sydney Pty Ltd (the Employer in relation to its operations of the Inner West Light Rail.
- 8) "Employee" means an Employee of Transdev Sydney Pty Ltd (the Employer) engaged as an IWLDR Driver.

- 9) "IWLR Driver" means an Employee engaged by the Company to perform duties as a light rail vehicle driver on the Inner West Light Rail network only.
- 10) "NES" means the National Employment Standards as set out in the Act as amended from time to time.
- 11) "Shift loading" is an allowance paid to Employees by the Employer 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.
- 12) "Shift Worker" means an Employee who is a seven day shift worker who is regularly rostered to work on Sundays and public holidays.
- 13) "Union" means the Australian Rail Tram and Bus Industry Union, New South Wales Branch.

1.6 OBJECTIVE CLAUSE

The following are the objectives of this Agreement.

- 1) 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.
- 2) To ensure all Employees are treated with trust, dignity and concern for their rights and individual needs.
- 3) To provide Equality of opportunity with respect, to recruitment, training, re-deployment and promotion.
- 4) To commit to timely and transparent dispute resolution at the workplace in order to avoid industrial confrontation and associated disruptions to operations or services
- 5) That six (6) months prior to the nominal end date of this Agreement, negotiations will commence for both the CBD and South East Light Rail (CSELR) and Inner West Light Rail (IWLR) Enterprise Agreement to cover all Light Rail Operators on the IWLR and CSELR networks.
- 6) The combined Agreement will contain:
 - a) A schedule of wage rates for IWLR Drivers and one for CSELR Drivers;
 - b) A grade 'translation' arrangement for moving from the IWLR to the CSELR network (or vice versa) whereby the employee's grade will be maintained if the employee moves from one network to the other.

- c) When vacancies arise for Drivers on the CSELR network the Employer will give first consideration and opportunity to fill these vacancies to existing IWLR Drivers.

2. EMPLOYMENT RELATIONSHIP

2.1 WORK HEALTH AND SAFETY ENVIRONMENT

- 1) 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.
- 2) The Employer must ensure the health and safety and welfare at work of all its Employees.
- 3) The Employer will continue to consult Employees on matters concerning workplace health and safety in accordance with relevant legislation and in accordance with the Workcover endorsed code of practice on consultation.

2.2 CONTRACT OF EMPLOYMENT

- 1) 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.
- 2) The Employer shall initiate every appointment and promotion by a letter of offer, which shall cite this Union Collective 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.
- 3) The Employer 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.

2.3 PROBATIONARY PERIOD

- 1) 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.
- 2) This period shall be used by Employee to determine whether they wish to pursue continued employment with the Employer and for the Employer to evaluate whether Employee 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.
- 3) 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 Employer and successfully complete the probationary period.

2.4 PERMANENT FULL-TIME EMPLOYEES

- 1) Except as otherwise provided for herein, the ordinary hours of work shall be thirty-eight (38) hours per week.
- 2) No Employee shall be called upon to begin a new shift without having been off duty for at least eleven (11) consecutive hours.
- 3) A full time Employee must receive a minimum payment of four (4) hours for each shift/day engaged.

2.5 PART-TIME EMPLOYEES

- 1) 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 and four (4) hours on a public holiday.
- 2) 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.
- 3) A part time Employee receives, on a pro rata basis, equivalent conditions to those of full-time Employees who do the same kind of work.
- 4) All hours worked over and above the issued roster will be paid as overtime in accordance with clause 4.5 Overtime of this Agreement.

2.6 CASUAL EMPLOYEES

- 1) A casual Employee is an Employee engaged and paid by the hour.

- 2) 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.
- 3) 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.
- 4) A casual Employee or the Employer may terminate the employment relationship by providing one hours' notice.
- 5) A casual employee shall not exceed eight hours on any shift or 38 hours in any week without the payment of overtime.

2.7 CASUAL CONVERSION

2.7.1 EMPLOYER OFFERS

- 1) Subject to section (c) below, an employer must make an offer to a casual employee under this section if:
 - a. The employee has been employed by the Employer for a period of 12 months beginning the day the employment started; and
 - b. During at least the last 6 months of that period, the employee has worked a regular pattern of hours on an ongoing basis which, without significant adjustment, the employee could continue to work as a full-time employee or a part-time employee (as the case may be).
- 2) The offer must:
 - a. Be in writing; and
 - b. Be an offer for the employee to convert:
 - i. For an employee that has worked the equivalent of full-time hours during the period referred to in paragraph (1) (b) – to full-time employment; or
 - ii. For an employee that has worked less than the equivalent of full-time hours during the period referred to in paragraph (1) (b) – to part-time employment that is consistent with the regular pattern of hours worked during that period; and
 - c. Be given to the employee within the period of 21 days after the end of the 12-month period referred to in paragraph (1) (a).

2.7.2 WHEN EMPLOYER OFFERS NOT REQUIRED

- 1) An employer is not required to make an offer to a casual employee if:
 - a. There are reasonable grounds not to make the offer; and

- b. The reasonable grounds are based on facts that are known, or reasonably foreseeable, at the time of deciding not to make the offer.
- 2) Without limiting paragraph (1) (a), reasonable grounds for deciding not to make an offer include the following:
 - a. The employee's position will cease to exist in the period of 12 months after the time of deciding not to make the offer;
 - b. The hours of work which the employee is required to perform will be significantly reduced in that period;
 - c. There will be a significant change in either or both of the following in that period:
 - i. The days on which the employee's hours of work are required to be performed;
 - ii. The times at which the employee's hours of work are required to be performed; which cannot be accommodated within the days or times the employee is available to work during that period;
 - d. Making the offer would not comply with a recruitment or selection process required by or under a law of the Commonwealth or a State or a Territory.
- 3) The Employer must give written notice to a casual employee in accordance with subsection (4) if:
 - a. The Employer decides under subsection (1) not to make an offer to the employee; or
 - b. The employee has been employed by the Employer for the 12 month period referred to above in 2.7.1 (1) (a) but does not meet the referred requirements in 2.7.1 (1) (b).

Note: If an employer fails to give notice to a casual employee, the employee has a residual right to request conversion to full-time or part-time employment in certain circumstances: see Subdivision C. of the Act.
- 4) The notice must:
 - a. Advise the employee that the Employer is not making an offer under section 66B of the Act; and
 - b. Include details of the reasons for not making the offer (including any grounds on which the employer has decided to not make the offer); and
 - c. Be given to the employee within 21 days after the end of the 12 month period referred to in 2.7.1 (1) (a).

2.8 FAIR WORK INFORMATION STATEMENT & CASUAL EMPLOYMENT INFORMATION STATEMENT

- 1) The Fair Work Information Statement is provided for in the NES. It provides new employees with information about their conditions of employment and must be given by the Employer to every new employee with their offer of employment.
- 2) Further to (1) above, Casual Employees must also be given the Casual Employment Information Statement by the Employer at the commencement of their employment. This statement is provided for in the NES and gives new casual employees information about their conditions of employment.

3. WAGE AND RELATED MATTERS

3.1 WAGE RATES

- 1) Full time Employees: The minimum rates of pay for permanent Employees shall be as set out in Attachment 2 Rates of Pay.
- 2) 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.
- 3) Casual Employees: As per clause 2.6 Casual Employees.

3.2 RATES OF PAY

See attachment 2.

3.3 PAYMENT OF WAGES

- 1) Wages shall be paid weekly or fortnightly as determined by the Employer, however, consultation will be undertaken prior to changing the frequency of payment.
- 2) 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.
- 3) 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 \$15.58 per week
2	3.4.2	Meal Allowance	\$12.93

3.4.1 FIRST AID ALLOWANCE

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 Employer to perform first-aid responsibilities, shall be paid an allowance as set out above. This amount will increase by 3% from the first full pay period after 1 November 2021 and by 3% from the first full pay period after 1 November 2022.

3.4.2 MEAL ALLOWANCE

Employees required to extend their shift by two (2) or more hours after signing on duty shall be entitled to a meal allowance in accordance with the schedule rates set out above. This amount will increase by 3% from the first full pay period after 1 November 2021 and by 3% from the first full pay period after 1 November 2022.

3.5 HIGHER DUTIES

- 1) An Employee shall be required to act in higher duties at the request of the Employer, provided he/she is appropriately qualified and/or accredited for those duties in accordance with the Employer's policy or legislation in relation to such duties.
- 2) 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.
- 3) 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 Employer's administrative procedures.

3.7 INCOME PROTECTION

The Employer 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 Employer will nominate the insurance scheme/fund to which the employee may elect to contribute. The contribution amount will increase by 3% from the first full pay period after 1 November 2021 and from the first full pay period after 1 November 2022.

3.8 COURT ATTENDANCE

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

- 1) 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.
- 2) 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. ORDINARY HOURS, SHIFT WORK AND PENALTIES OVERTIME AND MEAL BREAKS

4.1 ORDINARY HOURS

- 1) The duration of the ordinary hours worked per shift shall not exceed eight (8) hours working time.
- 2) The maximum spread of hours on any shift shall be nine (9) hours.
- 3) Ordinary hours of a shift on any day are between 0700 and 1700.
- 4) No full time Employee shall be rostered to work less than 7 hours on any one shift.
- 5) Ordinary hours should not exceed thirty-eight (38 hours) in any week.

- 6) No Employee shall be called upon to begin a new shift without having been off duty for at least eleven (11) consecutive hours.

4.2 SHIFT WORK

1) Definitions

- a) *"Morning Shift"* means any shift commencing before 0700.
- b) *"Afternoon Shift"* means any shift finishing after 1700.
- c) *"Night Shift"* means any shift commencing after 1700 and finishing before 0700.
- d) *"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

- 1) *"Shift loading"* is an allowance paid to Employees by the Employer and 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.
- 2) Subject to the provisions of Clause 4.4 *Saturday and Sunday Penalties* and Clause 4.2 *Shift Work* of this Agreement, 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

- 1) 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

- 1) Time worked on Sundays shall be paid for at the rate of double time (200%) for all Employees.
- 2) Notwithstanding anything whatever else provided in this Agreement, the Employer 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

- 1) The Employer may require an Employee to work reasonable overtime at overtime rates or as otherwise provided for in this Agreement.
- 2) 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.
- 3) For the purposes of clause 4.5 (2) what is unreasonable or otherwise will be determined having regard to:
 - a) any additional risk to Employee health and safety;
 - b) the Employee's personal circumstances including any family and carer responsibilities;
 - c) the needs of the workplace or enterprise;
 - d) the notice (if any) given by the Employer of the overtime and by the Employee of his or her intention to refuse it; and
 - e) any other relevant matter.
- 4) 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.

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 Employer with transport to and from their place of residence. Weekend penalty rates, public holiday penalty rates and overtime are not cumulative.

4.5.1 VOLUNTARY OVERTIME

- 1) Subject to any statutory or regulatory limits on driving hours, an employee covered under this agreement may work voluntary overtime.
- 2) Any permanent employee is able to register their interest for the purposes of additional duties/voluntary overtime on the day. This may be done using the relevant time and attendance system. A record book may be used in cases where the system is not available.

4.6 MEAL BREAKS

- 1) 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.
- 2) 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 Employer on a given day may require an alteration to the timing of the crib break.

5. ROSTERS

5.1 SHIFT ROSTERS

- 1) All rosters will be developed in accordance with the core rostering principles set out below and will be subject to local level consultation prior to implementation.

5.2 MASTER ROSTER

- 1) A 'Master Roster' is one that operates over an extended timeframe, using the core rostering principles and rostering guidelines as outlined in this Agreement.
- 2) It shows all known work, start and finish time for each shift and Rostered Days Off.
- 3) It is developed in consultation with affected employees.

5.3 CHANGES TO THE MASTER ROSTER

- 1) Changes to the master roster should be minimised to the following:
 - a) Twice per calendar year at the initiation of the Employer; and
 - b) Where directions from external parties require a change in the master roster in order to be able to meet a request. This may include:

- (i) Changes to service levels; or
 - (ii) Additional vehicles.
- 2) Proof of external directions should accompany any change to the master roster. However, the Employer is not required to disclose commercially sensitive information.

5.4 WORKING ROSTER

- 1) The Working Roster will be developed using the Master Roster as a template.
- 2) All known work, including overtime, training and Rostered Days Off will be displayed in the working roster.
- 3) The Working Roster provides all employees with visibility over their work for a period of 28 days (4 weeks). It consists of 4 consecutive weekly, 7 day rosters covering Monday to Sunday of the current week (i.e. week #0) and the following 3 weeks (i.e. week #1, week #2 and week #3). The working roster is updated weekly, by Monday.
- 4) When constructing a working roster, if a day off pattern is altered to be different to the master roster the employee will only do so in consultation with the affected employee.
- 5) Employees may mutually agree to exchange shifts subject to approval by management.
- 6) The Employer may request shift changes with less than 48 hours' notice provided that:
 - a) The affected employee agrees to the change; and
 - b) The affected employee is not penalised for refusing the change.

5.5 CORE ROSTERING PRINCIPLES

- 1) All rosters shall be developed and implemented in accordance with the following principles:
 - a) The health and safety of employees;
 - b) Fatigue management obligations;
 - c) Operational and business requirements;
 - d) Duty of care obligations;
 - e) A fair and equitable distribution of the rostered work between Employees of like classifications;
 - f) Local level consultation with affected employees and their representatives;
 - g) Patterns of working which assist quality of life considerations; and

- h) Periods of notice of change to rostered working.
- 2) The Employer shall ensure that all rosters are:
 - a) Developed in accordance with any laws governing the number of consecutive hours, days or Shifts that may be worked; and
 - b) Compliant with relevant provisions of this Agreement concerning number of Shifts to be worked, intervals between Shifts, length of Shifts, consecutive days off, right to notice periods concerning duty.

5.6 ROSTERING GUIDELINES

- 1) The development of rosters should work to the following guidelines:
 - a) Shift lengths should be consistent.
 - b) There should be a minimum of eight (8) rostered days off over a 4 week cycle.
 - c) Wherever possible these should be consecutive days off.
 - d) The Master Roster will be developed to allow for no less than 24 Saturday and/or Sundays off over the course of a 52 week period.
 - e) Where possible, weekends off should be spread evenly over the Master Roster period.

5.7 CONSULTATION

- 1) Variations in operational and business requirements for rostered work across organisational business units may require the variation of rosters.
- 2) Variations to rosters will be subject to local level consultation prior to implementation and be developed and implemented in accordance with core rostering principles of this Agreement in accordance with the rostering consultative committee.

5.8 ROSTERING CONSULTATIVE COMMITTEE (MASTER ROSTER)

- 1) A Rostering Committee (Master Roster) consisting of a representative from the AM roster and the PM roster 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 Employer.
- 2) 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.
- 3) Committee discussions will take the form of:

- a) Week 1 – 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.
 - b) 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.
 - c) Weeks 3 – 5 – further consultation with the rostering committee and scheduling team may occur over this period before the final roster is published.
- 4) The final roster is to be displayed at least 14 days prior to the commencement of the new roster taking effect.
 - 5) 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 Employer and the Employee(s) concerned.

5.9 PLACE OF WORK

- 1) Upon commencement of employment, each employee will be allocated a permanent place of work as per their employment contract.
- 2) An employee's permanent place of work may only be altered by mutual agreement in writing.
- 3) An employee's permanent place of work will be Pyrmont and/or Lilyfield.
- 4) Employees may, by mutual agreement with the relevant supervisor, or equivalent, commence their shift at a location other than the main depot.
- 5) Unless otherwise agreed, all shifts must start and finish in the same location.

5.10 ALLOCATION OF L1 WORK TO L1 EMPLOYEES

- 1) The Company will only roster Drivers covered by this Enterprise agreement on scheduled available L1 shifts, unless in the following exceptional circumstances:
 - a) In case of an uncovered L1 shift, which no other L1 Driver has accepted to cover; or
 - b) For the purpose of maintaining certification of any other member of the Employer's staff.
- 2) In each of the instances defined in 5.10 (1), the Employer can use a staff member that is not covered by this Enterprise Agreement to drive on the L1 network.
 - a) To maintain transparency, and to ensure that no L1 Driver has accepted to cover the uncovered L1 shift, the Employer will provide to the local

union delegate access to all shift allocation data that is used to inform all staff about the compliance of the staff allocation.

6. LEAVE PROVISIONS

6.1 ANNUAL LEAVE

6.1.1 ANNUAL LEAVE ENTITLEMENTS

- 3) Full-time employees are entitled to four (4) weeks of annual leave per year. Part-time employees accrue annual leave on a pro-rata basis. Shiftworkers that are full-time are entitled to five (5) weeks of annual leave per year. Shiftworkers that are part-time accrue on a pro-rata basis.
- 4) 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.
- 5) For the purposes of Division 6 of the Fair Work Act, a shiftworker means an Employee who is a seven day shiftworker who is regularly rostered to work on Sundays and public holidays.
- 6) A shiftworker, as defined by the agreement, can accrue up to 10 weeks annual leave without the approval of management.
- 7) An Employee's entitlement to paid annual leave accrues progressively during a year of service according to the Employee's ordinary hours of work.
- 8) If, during the period of paid annual leave:
 - a) which includes a public holiday, the Employee is not taken to be on annual leave on that public holiday; or
 - b) 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.

6.1.2 ANNUAL LEAVE LOADING

- 1) 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.

6.1.3 ANNUAL LEAVE PROCESS

- 1) The Employer 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 Employer.

- 2) Where an Employee has accrued more than eight (8) weeks annual leave without the approval of management, the Employer may direct the Employee to take excess annual leave at such times as is operationally suitable, upon the giving of eight (8) week's notice prior to the date the Employee is required to commence leave. Or the employee may opt to cash it out.
- 3) Where a shiftworker has accrued more than ten (10) weeks of annual leave without the approval of management, the Employer may direct the Employee to take excess annual leave at such times as is operationally suitable, upon the giving of eight (8) weeks' notice prior to the date the Employee is required to commence leave. Or the employee may opt to cash it out.

6.1.4 CASHING OUT OF ANNUAL LEAVE

- 1) In accordance with s 93(2) of the Act, where an employee has accrued more than twenty (20) days annual leave entitlement, an employee may elect to cash out annual leave subject to the following:
 - a) A request to cash out annual leave must be made in writing and approved by the Managing Director, or delegated authority, or relevant People & Culture Representative.
 - b) The Employer 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 4 weeks, in accordance to section 93 (2) of the Act.
- 2) The application of this clause to part time employees will be open on a pro-rata basis.
- 3) The employee must be paid at least the full amount that would have been payable to the employee had the employee taken that the leave that the employee has forgone.
- 4) Each cashing out of a particular amount of paid annual leave will be the subject of a separate agreement.
- 5) The agreement will state:
 - 1) The amount of leave to be cashed out and the payment to be made to the employee for it; and
 - 2) The date on which the payment is to be made.
- 6) The agreement will be signed by the Employer and employee, and, if the employee is under 18 years of age, by the employee's parent or guardian.

6.2 COMPASSIONATE LEAVE

6.2.1 ENTITLEMENT

- 1) Compassionate Leave is provided for in the NES, as summarised below.
- 2) Permanent Employees are entitled to 2 days of paid 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 in accordance with s 104 of the Act:
 - a) contracts or develops a personal illness that poses a serious threat to his or her life; or
 - b) sustains a personal injury that poses a serious threat to his or her life; or dies.
- 3) When a member of the Employee's immediate family, or a member of the Employees' household (as defined), dies while outside of Australia (either because they live there, or while travelling overseas), the Employee shall be entitled to an additional period of one (1) day leave, without loss of any ordinary pay.
 - a) Where the Employee needs to leave Australia and travel overseas to attend the funeral, the additional period will be extended to a total of two (2) days.
- 4) 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.
- 5) Casual Employees are entitled to two days unpaid compassionate leave to spend time with a member of their immediate family or household who has sustained a life-threatening illness or injury. Compassionate leave may also be taken after the death of a member of the employee's immediate family or household.
- 6) An employee may take compassionate leave for each occasion as a single continuous two (2) day period or two separate periods of one (1) day each.

6.3 LONG SERVICE LEAVE

- 1) Employees shall be entitled to long service leave in accordance with the NES, which currently preserves the *Long Service Leave Act (NSW) 1955*.
- 2) If the Employer and the Employee so agree, a period of long service leave of not less than one (1) month may be given by the Employer, 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*.

6.4 PARENTAL LEAVE

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

6.5 COMMUNITY SERVICE LEAVE

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

6.6 STUDY LEAVE

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

6.7 TRAUMA LEAVE

- 1) 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.
- 2) The Employee will attend compulsory counselling at the expense of the Employer and the medical professional will deem if and how much trauma leave the Employee may require.
- 3) 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 Employer.

6.8 PERSONAL/CARER'S LEAVE

6.8.1 PERSONAL/CARERS LEAVE ENTITLEMENT

- 1) Personal/Carer's leave is provided for in the NES.
- 2) In summary, a full-time Employee of the Employer shall be entitled to ten (10) days (76 hours) of paid Personal/Carer's leave per year of service. A part-time Employee accrues Personal/Carer's leave on a pro rata basis.
- 3) 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.
- 4) 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.

- 5) Unused Personal Leave accumulates from year to year without limitation.
- 6) Personal/Carers leave is paid at an Employee's base rate of pay and excludes any incentive based payments, shift allowances or penalty rates.
- 7) "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.
- 8) Casual employees are entitled to two (2) days of unpaid carer's leave per occasion when a member of the employee's immediate family or household requires care or support because of a personal illness, injury, or an unexpected emergency.

Notification of Absence

- 1) An Employee is to inform the Employer 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.
- 2) Notification should be given, if reasonably practicable, prior to the Employee's shift commencement time.
- 3) An Employee must advise the Employer of their intention to resume duty as soon as they become aware of their ability to do so.
- 4) Where an Employee does not notify the Employer 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.
- 5) An Employee may be required to provide to the Employer such evidence that would satisfy a reasonable person that the employee was unable to attend 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.

6.8.2 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 Employer 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.

6.9 FAMILY AND DOMESTIC VIOLENCE LEAVE

- 1) The Employer is committed to supporting Employees who are affected by Family and Domestic Violence.
- 2) Employees dealing with the impact of family and domestic violence can:
 - a. Take Family and Domestic Violence Leave
 - b. Request flexible working arrangements
 - c. Take paid or unpaid personal/carer's leave, in certain circumstances.
- 3) Full-time employees are entitled to ten (10) days of paid family and domestic violence leave each 12 month period. Part-time employees are entitled to paid family and domestic violence leave on a pro rata basis.
- 4) Part-time and Casual employees are entitled to five (5) days of paid family and domestic violence leave each 12 month period.
- 5) This leave:
 - a) Doesn't accumulate from year to year if it isn't used;
 - b) Is available in full when an employee starts working at a new workplace;
 - c) Renews in full at the start of each 12 month period of employment;
 - d) Can be taken as a single continuous period or separate periods of one or more days, including periods of less than one (1) day.
- 6) To avoid doubt, this does not prevent the employee and employer agreeing that the employee may take additional unpaid leave to deal with the impact of family and domestic violence.
- 7) The NES defines family and domestic violence as violent, threatening or other abusive behaviour by a close relative of an employee that seeks to coerce or control the employee and that causes them harm or to be fearful.
- 8) Close Relative means:
 - a) A spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the employee; or
 - b) A child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the employee;
 - c) A person related to the employee according to Aboriginal or Torres Strait Islander kinship rules.

- 9) The Transdev Family and Domestic Violence Support Policy, as varied from time to time, provides details of the support Transdev offers to employees experiencing family and domestic violence.
- 10) Where legislation prescribes are more generous provision, this will supersede anything contained within this Agreement.

6.10 PUBLIC HOLIDAYS

- 1) Public Holidays are provided for in the NES.
- 2) 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 Employer.
- 3) An Employee rostered to work on a public holiday shall be paid double time and a half (250%).
- 4) 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.
- 5) 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.
- 6) 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.

7. CONSULTATION

7.1 CONSULTATIVE COMMITTEE

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

- 4) The Consultative Committee may meet more often as agreed by the relevant parties.

7.2 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 and the Union 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 and the Union as part of the consultative process.

- 5) As soon as practicable after making its decision, the Employer must:
 - a) discuss with the relevant Employees and the Union:
 - 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 the rationale based on business needs; 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) Consultation shall be conducted in good faith and employees, the Union and its members will be given an opportunity to provide input, time to discuss the proposed change with the Union and, to consider the change and to respond to the Employer.
- 8) The Employer must give prompt and genuine consideration to matters raised about the major change by the relevant Employees.
- 9) 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.
- 10) 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

- 11) For a change referred to in paragraph (1)(b):
 - a) the Employer must notify the relevant Employees and the Union of the proposed change; and
 - b) subclauses (12) to (16) apply.
- 12) The relevant Employees may appoint a representative for the purposes of the procedures in this term.
- 13) 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;
 - i. the Employer must recognise the representative and the Union as part of the consultative process.
- 14) As soon as practicable after proposing to introduce the change, the Employer must:
 - a) discuss with the relevant Employees and the Union 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).
- 15) However, the Employer is not required to disclose confidential or commercially sensitive information to the relevant Employees.
- 16) The Employer must give prompt and genuine consideration to matters raised about the change by the relevant Employees.
- 17) In this term:
relevant Employees means the Employees who may be affected by a change referred to in subclause (1).
- 18) While the consultation procedure is to be followed work will continue as normal and the parties shall maintain the status quo.
- 19) Where matters cannot be resolved through the consultative process, the dispute shall be dealt with in accordance with the dispute resolution procedure.

8. GENERAL CONDITIONS

8.1 DAY LIGHT SAVING

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

8.2 CALL BACK

- 1) 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.

8.3 ATTENDANCE AT MEETINGS

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

8.4 UNIFORMS

- 3) Where required by the Employer, the Employer 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 Employer and the current issue shall be returned to the Employer in the event of the termination of the employment.
- 4) Where a uniform, protective clothing or equipment is provided, it must be correctly worn or utilised while the Employee is on duty.
- 5) Employees will take reasonable care of uniforms, protective clothing or equipment which will remain at all times the property of the Employer. 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.
- 6) The Employer will replace uniforms, protective clothing and equipment on a "*fair wear and tear*" basis.

- 7) If the Employer 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 7.2 Consultation Term** of this Agreement.

8.5 ABANDONMENT OF EMPLOYMENT

- 1) If an Employee is absent for a period of five (5) consecutive working days without authorisation, the Employer (before terminating) will write, via registered post, to the Employee's last known address advising that the Employer is considering termination unless the Employee provides a satisfactory explanation within seven (7) calendar days.
- 2) 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.
- 3) An employee who has abandoned their employment will be provided with notice of termination as prescribed by **Clause 10.1 of this Agreement**.

8.6 EMPLOYEE TRAVEL PASSES

- 1) The parties agree to establish a joint working party to consider and explore all and any options for the provision of free travel to employees:
 - a) Whilst travelling between their home residence and their normal work location in association with rostered or overtime work; and/or
 - b) Whilst travelling between their home residence and a location other than their normal work location when required to do so by the employer, or where mutually agreed as provided for in clause 5.9 for the performance of rostered or overtime work, training or other work-related activity.
- 2) The working party will include employer, employee and union representation and will initially meet within twenty-eight (28) days after approval of this Agreement by the Fair Work Commission to set an agreed timeframe for the consultative process to be completed.
- 3) It is the intention of the parties that the working party process will take no longer than six months after commencement.
- 4) Following the completion of the consultative process, the Employer will make every effort to implement any agreed outcome of the Working Party which will not unreasonably be delayed.

8.7 STAND DOWN

- 1) Under s.524 of the Act, the Employer may stand down employees during a period in which the employee cannot usefully be employed because of a number of circumstances including:
 - a) Industrial action (other than industrial action organised or engaged in by the Employer);
 - b) A breakdown of machinery or equipment, if the employer cannot reasonably be held responsible for the breakdown; or
 - c) A stoppage of work for any cause for which the Employer cannot reasonably be held responsible.
- 2) If an employee's normal duties are impacted by any of those circumstances listed in subclause (1), the Employer will attempt to provide alternative duties in the first instance and employees will be paid their rate of pay as set out in Attachment 2.
- 3) If there are no alternative duties available, the Employer will request the employee to take any accrued annual leave or long service leave or to take leave without pay.
- 4) If the Employer stands down an employee during a period in accordance with s.524 of the Act, then the Employer is not required to make payments to the employee for that period.

9. INDUSTRIAL RELATIONS

9.1 DISPUTE RESOLUTION PROCEDURE

- 1) The Parties to the Agreement recognises and respect the valid roles of the other Parties and shall undertake all necessary steps to ensure that the following procedure applies in the event of any disagreement. The intention of this clause is to ensure that any disagreement shall be promptly resolved at the workplace in good faith without provocative action or resorting to industrial bans or stoppages.
- 2) If a dispute relates to:
 - a) A matter arising under the enterprise agreement; or
 - b) Any matter pertaining to the employment relationship; or
 - c) The National Employment StandardsThis clause sets out procedures to settle the dispute.
- 3) An employee who is a party to the dispute may appoint a representative or the Union for the purposes of the procedures in this clause.

- 4) In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the employee or employees and relevant supervisors and/or management.
- 5) If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to the Fair Work Commission.
- 6) The Fair Work Commission may deal with the dispute in 2 stages:
 - a) The Fair Work Commission will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
 - b) If the Fair Work Commission is unable to resolve the dispute at the first stage, the Fair Work Commission may then:
 - i. Arbitrate the dispute; and
 - ii. Make a determination that is binding on the parties.

Note: A decision that Fair Work Commission makes when arbitrating a dispute is a decision for the purpose of Div 3 of Part 5.1 of the Act. Therefore, an appeal may be made against the decision.
- 7) While the parties are trying to resolve the dispute using the procedures in this term:
 - a) An employee must continue to perform his or her work as he or she would normally unless he or she has a reasonable concern about an imminent risk to his or her health or safety; and
 - b) An employee must comply with a direction given by the employer to perform other available work at the same workplace, or at another workplace, unless:
 - i. The work is not safe; or
 - ii. Applicable occupational health and safety legislation would not permit the work to be performed; or
 - iii. The work is not appropriate for the employee to perform; or
 - iv. There are other reasonable grounds for the employee to refuse to comply with the direction.
- 8) The parties to the dispute agree to be bound by a decision made by Fair Work Commission in accordance with this term.

9.2 LABOUR FLEXIBILITY

9.2.1 REQUESTS FOR FLEXIBLE WORKING ARRANGEMENTS

- 1) Employees may request change in working arrangements if:

- a) Any of the circumstances referred to in subsection 9.2.1 2) apply to an employee; and
- b) The employee would like to change his or her working arrangements because of those circumstances

Then the employee may request the employer for a change in working arrangements relating to those circumstances.

Note: Examples of changes in working arrangements include changes in hours of work, changes in patterns of work and changes in location of work.

- 2) The following are the circumstances:
 - a) The employee is the parent, or has responsibility for the care, of a child who is of school age or younger;
 - b) The employee is a carer (within the meaning of the Carer Recognition Act 2010);
 - c) The employee has a disability;
 - d) The employee is 55 or older;
 - e) The employee is experiencing violence from a member of the employee's family; and
 - f) The employee provides 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 the member is experiencing violence from the member's family.
- 3) To avoid doubt, and without limiting subsection 9.2.1 1), an employee who:
 - a) Is a parent, or has responsibility for the care of a child; and
 - b) Is returning to work after taking leave in relation to the birth or adoption of the child

May request to work part-time to assist the employee to care for the child.

- 4) The employee is not entitled to make the request unless:
 - a) For an employee other than a casual employee – the employee has completed at least 12 months of continuous service with the employer immediately before making the request; or
 - b) For a casual employee – the employee:
 - i. Is, immediately before making the request, a regular casual employee of the employer who has been employed on that basis for a sequence of periods of employment during a period of at least 12 months; and
 - ii. Has a reasonable expectation of continuing employment by the employer on a regular and systematic basis.

Formal requirements

- 5) The request must:
 - a) Be in writing; and
 - b) Set out details of the change sought and of the reasons for the change.

Agreeing to the Request

- 6) The employer must give the employee a written response to the request within 21 days, stating whether the employer grants or refuses the request.
- 7) The employer may refuse the request only on reasonable business grounds.
- 8) Without limiting what are reasonable business grounds for the purposes of subsection 7), reasonable business grounds include the following:
 - a) That the new working arrangements requested by the employee would be too costly for the employer;
 - b) That there is no capacity to change the working arrangements of other employees to accommodate the new working arrangements requested by the employee;
 - c) That it would be impractical to change the working arrangements of other employees, or recruit new employees, to accommodate the new working arrangements requested by the employee;
 - d) That the new working arrangements requested by the employee would be likely to result in a significant loss in efficiency or productivity;
 - e) That the new working arrangements requested by the employee would be likely to have a significant negative impact on customer service.
- 9) If the employer refuses the request, the written response under subsection 6) must include details of the reasons for the refusal.

9.2.2 WORKFORCE FLEXIBILITY

- 1) 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 Employer and the Employee to allow the Employee to perform any work in the Employer within the scope of their skills and competence.
- 2) Notwithstanding the provisions of **Clause 11.2 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.
- 3) Employees shall perform such work as is reasonable and lawfully required of them by the Employer, including accepting instruction from authorised personnel.
- 4) Employees shall comply with all reasonable requests to transfer or to perform any work provided for by this Agreement.

- 5) Employees shall take all reasonable steps to ensure the quality, accuracy and completion of any job or task assigned to them.
- 6) 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.
- 7) 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.
- 8) 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.
- 9) 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 Employer and the Employees has taken place.

9.2.3 INDIVIDUAL FLEXIBILITY ARRANGEMENTS

- 1) The Employer 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:
 - a) 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
 - b) the arrangement meets the genuine needs of the Employer and Employee in relation to 1 or more of the matters mentioned in paragraph (1); and
 - c) the arrangement is genuinely agreed to by the Employer and Employee.
- 2) The Employer must ensure that the terms of the individual flexibility arrangement:
 - a) are about permitted matters under section 172 of the *Fair Work Act 2009*; and
 - b) are not unlawful terms under section 194 of the *Fair Work Act 2009*; and

- c) result in the Employee being better off overall than the Employee would be if no arrangement was made.
- 3) 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 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 no more than 28 days written notice to the other party to the arrangement; or
- b) if the Employer and Employee agree in writing — at any time

10. TERMINATION AND REDUNDANCY

10.1 TERMINATION OF EMPLOYMENT

1) 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 Employer 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 Employer may provide payment in lieu of some or all of the notice period.

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

In addition to the period of notice above, 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 Employer all uniforms, protective clothing, identity cards, vehicle keys, manuals and all other property of the Employer 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 Employer shall be paid out at the rate of seventeen and a half (17.5) per cent. 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 Employer 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 Employer if the appropriate notice period is not given.

10.2 REDUNDANCY

10.2.1 REDUNDANCY ENTITLEMENTS

- 1) A person's dismissal was a case of genuine redundancy if:
 - i) The person's employer no longer requires the person's job to be performed by anyone because of changes in the operational requirements of the employer's enterprise; and
 - ii) The employer has complied with any obligation in a modern award or enterprise agreement that applied to the employment to consult about the redundancy.

- 2) Employees in positions which the Employer deems redundant may be offered redeployment within the Employer where vacancies needing their competencies exist and if it is financially viable for the Employer to redeploy.
- 3) Those Employees who are redeployed may be required to undertake training to refresh their competencies or develop new competencies relevant to the new position.
- 4) An Employee whose position has been made redundant will be provided with notice of termination as prescribed by **Clause 10.1 of this Agreement**.

10.2.2 REDUNDANCY PAYMENTS

- 1) 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. If the employee has completed more than one (1) year of service but less than two (2) years of service, the employee shall receive a severance payment of four (4) weeks. Payments will be calculated on the relevant base wage.
- 2) Employees shall also receive payment for the following:
 - a) unused accrued annual leave;
 - b) pro rata unused long service leave after five (5) years of continuous service.
- 3) The above payments will not be offset against accumulated superannuation benefits.
- 4) Temporary and casual Employees will not be eligible for any redundancy payments.
- 5) Other Entitlements - Employees shall also be entitled to receive the following in redundancy situations:
 - a) 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.
 - b) The Employer shall arrange for the provision of the above service upon request as is most appropriate for each redundant Employee.
 - c) Reasonable paid leave to attend job interviews.
- 6) Procedures to give effect to this clause shall be developed in consultation with the Employer and the Consultative Committee and staff.

Any grievances associated with this clause shall be dealt with in accordance with **Clause 9.1 Dispute Resolution Procedure** of this Agreement.

11. PERFORMANCE AND DEVELOPMENT

11.1 INDUCTION AND ORIENTATION OF NEW EMPLOYEES

- 1) 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.
- 2) The program shall be structured at welcoming new Employees and assisting them to work effectively in the Employer. 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.

11.2 TRAINING

- 1) The parties to this Agreement recognise that in order to optimise the efficiency, productivity and competitiveness of the Employer, a commitment to training and skill development is required. Accordingly, the parties commit themselves to the following:
 - a) 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.
 - b) Providing Employees with competency based career opportunities through appropriate training to acquire additional skills.
 - c) Ensuring no barriers to the utilisation of skills acquired are established.
- 2) Following consultation with Employees the Employer shall endeavour to develop a training programme consistent with the following:
 - a) The current and future skill needs of the Employer as may be identified through a training needs analysis.
 - b) The size, structure and nature of the operations of the enterprise.
 - c) The need to develop vocational skills relevant to the enterprise through courses conducted on the job or by accredited institutions and providers.

- 3) In developing a training programme the Employer shall implement the following:
 - a) Disseminate information on the training programme and the availability of training courses and career opportunities to the Employees.
 - b) Monitor and advise on the on-going effectiveness of the training.
- 4) Where the Employer 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:
 - a) If training is undertaken at the Employer's request during ordinary working hours, the Employee concerned shall not suffer any loss of ordinary pay.
 - b) Any costs associated with standard fees for prescribed courses and prescribed textbooks (excluding those textbooks which are available in the Employer's library) incurred in connection with the undertaking of training shall be reimbursed by the Employer 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.
 - c) 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 Employer.
 - d) 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 Employer. In particular, all Employees covered by this Agreement shall be required to undertake safety related training.

11.3 DISCIPLINARY PROCEDURE

- 1) The purpose of this disciplinary procedure is to establish an equitable and consistent approach to addressing unsatisfactory work performance and/or conduct.
- 2) This clause will apply when there is alleged or actual:
 - a) Continued unsatisfactory performance of duties; or
 - b) Negligence in the performance of duties; or
 - c) Misbehaviour; or
 - d) The failure to comply with a reasonable and lawful instruction; or

- e) Breach of the Employer's policies, regulations or procedures; or
- 3) Serious misconduct. The principles of the procedure are as follows:
 - a) All issues are investigated thoroughly and justly;
 - b) The standards of behaviour and performance required are clear to all parties;
 - c) An employee has been counselled and given every reasonable opportunity to improve his or her behaviour and performance, except in cases of serious misconduct;
 - d) Employees may have representation at all stages of this disciplinary procedure; and
 - e) If, despite all reasonable efforts by the Employer, the employee has failed to meet the required standards, then termination of employment might occur.

11.3.1 UNSATISFACTORY PERFORMANCE AND MISCONDUCT

- 1) The stages of the Disciplinary Procedure for unsatisfactory performance and/or misconduct (other than serious misconduct or serious and wilful misconduct) are as follows:
 - a) Stage 1 - meeting to informally counsel employee regarding performance or behaviour;
 - b) Stage 2 – meeting to formally counsel employee regarding performance or behaviour;
 - c) Stage 3 – first written warning if performance or behaviour has not improved;
 - d) Stage 4 – review meeting following first written warning to determine what improvement has occurred, what further assistance can be given to the employee to improve performance or behaviour, and whether or not a second warning is to be issued; and
 - e) Stage 5 – If no substantial improvement has occurred following the first written warning or the required standard of behaviour or performance has still not been achieved following a second written warning, the Supervisor or Manager investigates the performance or behaviour and makes recommendations to the Managing Director (or his/her nominee) who then determines the appropriate outcome.

11.3.2 STAGE 1 – INFORMAL COUNSELLING

- 1) Informal counselling and/or face-to-face feedback will normally occur when, in the Supervisor or Manager's opinion, the employee's behaviour is such that formal disciplinary action is not appropriate.

- 2) Where it is established during the informal discussion that the behaviour expectations have not been met, feedback given must be constructive and delivered to encourage the employee to achieve and maintain expected behaviour/performance standards.
- 3) The employee should be:
 - a) Advised of how the behaviour and/or performance is inconsistent with the Employer's expectations and remind the employee of their employment obligations;
 - b) Provided with an opportunity to respond to the concern and to raise any other matter that they consider relevant; and
 - c) Engaged in jointly identifying a plan of action to improve performance standards or outline the appropriate conduct expected.
- 4) After the informal counselling session, the Supervisor or Manager will keep a diary note of the discussion and where appropriate, plan a subsequent discussion with the employee to review the behaviour or performance.

11.3.3 STAGE 2 – FORMAL COUNSELLING

- 1) The Supervisor or Manager and employee will attempt to resolve the difficulties through a counselling process including co-operation, constructive criticism, setting of appropriate performance/behaviour standards and assistance with specific training and development programs where appropriate.
- 2) The employee will be:
 - a) Informed of the possible implications of continued unsatisfactory behaviour or performance; and
 - b) Will be advised that they are being formally counselled under these procedures; and
 - c) Will be given an opportunity to respond to the allegations.
- 3) The Supervisor or Manager will record the relevant events and dates in a diary/file note. Copies of formal counselling notes will be available to the employee on request.
- 4) If the matter is resolved satisfactorily at this stage, the file note record, and the issue will not be used in any future disciplinary matter against the employee.

11.3.4 STAGE 3 – FIRST WRITTEN WARNING

- 1) Where the matter has not been resolved during stage 2, the Supervisor or Manager will issue a written warning to the employee. The purpose of a written warning is to emphasize to the employee that their misconduct or performance is unacceptable and to make clear that further disciplinary action may be taken. The written warning will be given to the employee at an interview between the supervisor and the employee. The Supervisor or Manager may be assisted by a representative from People and Culture. The employee may be assisted by their representative or the Union.

- 2) The written warning will include:
 - a) Clarification of the required performance or behaviour standards; and
 - b) Where these standards are not being met; and
 - c) Details of the support and/or training that will be provided to the employee to address the issue; and
 - d) A timeframe for monitoring progress against the standards; and
 - e) A future meeting time to assess progress.
- 3) At this interview, the reasons for the dissatisfaction, as set out in the written warning, will be explained to the employee. Further, the employee will be told that, if the matter is not resolved within the timeframe set out in the written warning, the matter may proceed to a second written warning or be referred to the People and Culture Manager (or his/her nominee). The employee will be given an opportunity to respond at the interview or within an agreed time period.
- 4) A statement, signed by both the Supervisor or Manager and the employee, acknowledging receipt of the warning and setting out any agreement reached at the interview will be placed on the employee's file. The signing of the statement will serve only as an acknowledgement of receipt of the warning and that the interview occurred. If the employee refuses to sign the statement, the Supervisor or Manager will complete the statement and provide a copy to the employee in the presence of a witness.

11.3.5 STAGE 4 – REVIEW MEETING FOLLOWING FIRST WRITTEN WARNING

- 1) At the end of the timeframe set out in stage 3 above a meeting to assess progress will take place. Where reasonably practicable, this meeting will involve the same people as in the first interview.
- 2) The Supervisor or Manager will advise the employee that:
 - a) The matter is resolved and that no further action will be taken. A statement to this effect signed by the supervisor and employee will be placed on the employee's file; or
 - b) Improvement has occurred, but not to the standard required. A second written warning will be issued and a further meeting will be scheduled to establish whether the required standard of behaviour or performance has been achieved; or
 - c) No substantial improvement has occurred, in which case the Supervisor or Manager will refer the matter to the People and Culture Manager for investigation (5th stage of the procedure).
- 3) Where a second written warning has been issued and, after a further meeting to assess progress, the Supervisor or Manager believes that the required standard of behaviour or performance has still not been achieved the Supervisor or Manager will refer the matter to the People and Culture Manager for investigation (5th stage of the procedure).

11.3.6 STAGE 5 – INVESTIGATION BY PEOPLE AND CULTURE MANAGER AND DECISION

- 1) Where a Supervisor or Manager has referred a matter under these procedures, the People and Culture Manager (or his/her nominee) will conduct an investigation during which the employee will be given the opportunity to be heard and/or submit a written statement. The employee may be suspended on pay whilst the investigation is proceeding. Written notification of suspension, including the grounds for suspension, will be given to the employee within one working day of the suspension.
- 2) At the conclusion of the investigation, the People and Culture Manager will prepare a written report including:
 - a) Findings of facts on the balance of probabilities;
 - b) Conclusions reached on the evidence provided;
 - c) Reasons in support; and
 - d) A recommendation to the Managing Director.
- 3) The recommendation will include one or more of the following courses of action:
 - a) That the matter be further investigated;
 - b) That no action be taken;
 - c) That the matter be dismissed;
 - d) That the staff member be reprimanded;
 - e) That the staff member be dismissed.
- 4) A copy of the People and Culture Manager's report, and any other accompanying material, will be given to the employee who may respond to the recommendation in writing within five (5) working days or, where termination of employment is being considered, the employee may respond through a 'show cause' meeting (the purpose of this meeting is to ask the employee to show cause as to why their employment should not be terminated).
- 5) After receipt of the report and any written response from the employee, the Managing Director will decide on any disciplinary action and this will be given in writing to all parties.
- 6) If at any time during the disciplinary procedure the employee believes that the issue is not being treated impartially by the disciplining Supervisor or Manager, they have the right to escalate the matter to the Supervisor or Manager above.

11.3.7 SUMMARY DISMISSAL

- 1) Notwithstanding the provisions in this clause, the employment of any employee may be terminated without notice by the Employer for serious and wilful misconduct.
- 2) A statement of reasons for such dismissal will be supplied within 24 hours of dismissal.

12. EMPLOYEE REPRESENTATION

12.1 UNION DELEGATE

- 1) The Employer will recognise union delegates.
- 2) The Employer acknowledges that union delegates represent and speak on behalf of members in the workplace and that their representation rights in relation to matters that pertain to the employment relationship are integral to the proper operation of the Dispute Settlement Procedure contained within this Agreement.
- 3) Accordingly, the Employer will allow delegates with reasonable time during working hours to perform the duties as listed below to:
 - a) Represent members in bargaining;
 - b) Participate in consultation;
 - c) Consult with union members and other Employees for whom the delegate is a representative; and
 - d) Place union information on a union noticeboard in a readily accessible and visible location.
- 4) For the purpose of the Items listed in sub-clause 12.1 3) union delegates will be provided with reasonable access to relevant information, except for where deemed commercially sensitive.
- 5) Such work must not interfere with the union delegate's main duties as per their employment contract.
- 6) Union delegates must give reasonable notice to their manager of the requirement to attend a meeting arising as a result of the operation to the Dispute Settlement Procedure. Unless not otherwise possible a union delegate should not interrupt Employees who are undertaking work duties.

12.2 ACCESS TO FACILITIES

- 1) The Employer will allow reasonable access to telephone, computers and accessories, meeting rooms, facsimile, postal, photocopying, e-mail, and intranet facilities for the purpose of carrying out work as a union delegate and consulting with workplace colleagues in accordance with this provision.
- 2) The Union shall provide a notice case for the display of authorised material in the workplace in a readily accessible location.
- 3) The Employer provides the above facilities (including access by a union delegate to Employees) provided usage pertains to the relationship between Employer

and Employees, and on the basis that they are reasonable and do not unduly Interfere with the union delegate's primary duties as an Employee, unless such interruption is authorised by management on site.

12.3 UNION MEETINGS

- 1) Subject to operational requirements and the prior approval of the Company, the Union may convene a meeting of Union members at the workplace.
- 2) Meetings are to be timed so as to minimise inconvenience for all parties.

12.4 UNION DELEGATE TRAINING

- 1) Delegate training, for the purposes of enhancement of the skills and effectiveness of union delegates, is capped at ten (10) days training in total per annum.
- 2) Such training is subject to the approval of the Employer and should not be unreasonably withheld.
- 3) Attendance at training shall be arranged having regard to the operational requirements of the business so as to minimise any adverse effect on those requirements.
- 4) Attendance at training shall be paid, for each full day of union delegate training, at the base rate of pay, and does not count towards ordinary hours for the purpose of calculating overtime.
- 5) Attendance at training shall count as service for all purposes of this Agreement.

12.5 UNION DELEGATE LEAVE

An employee elected as a union delegate or representative shall be entitled to reasonable time off, at the base rate of pay, to attend meetings as identified in the union rules, such as: 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 operational requirements of the Employer.

13. ATTACHMENT 1: NOTIFICATION OF DISPUTE OR GRIEVANCE

To: _____

Date: _____

I hereby give notice that I wish to invoke the dispute resolution process in **Clause 9.1** of the Transdev Sydney Pty Ltd (Sydney Inner West Light Rail Drivers) - Enterprise Agreement 2021. 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

14. ATTACHMENT 2: RATES OF PAY

The following schedule provides for a pay increase from the first full pay period after 1 November 2021 and 3% from 1 November 2022.

Table 1 - IWLR Driver Rates of Pay

CLASSIFICATION	SERVICE	Nov 21	Nov 22
DRIVER TRAINEE	0 - 6 months	\$28.70	\$29.00
DRIVER GRADE 1	6 - 12 months	\$29.50	\$30.00
DRIVER GRADE 2	1- 3 years	\$30.50	\$31.00
DRIVER GRADE 3	3+ years	\$34.00	\$35.00

Trainee Drivers

Once training and certification has been completed and passed all Driver Trainees shall remain on the applicable Trainee's rate of pay until they have reached six (6) months of service. 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 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.

Buddy Drivers

- 1) A Buddy driver is paid an additional 10% loading above the ordinary rate of pay for the classification whilst performing the buddy function with trainee drivers.

SIGNATORIES TO THE AGREEMENT

Signed for

Transdev Sydney Pty Ltd

Full Name

Arsene Durand-Raucher


.....

Position

Managing Director, Sydney Light Rail

Address

220 Pyrmont St Pyrmont NSW 2009

Date

29/11/2021

.....

Witness to Signature


.....

Full Name

Biyun (Emy) Wu

.....

Address

220 Pyrmont Street, Pyrmont NSW 2009

.....

Date

29/11/2021

.....

The ABN is 34096046052

Signed for

THE AUSTRALIAN RAIL TRAM AND BUS INDUSTRY UNION, NEW SOUTH WALES BRANCH

Full Name

Alex Claassens



Position

Branch Secretary

Address

Level 4, 321 Pitt Street Sydney
NSW 2016

Date

30/11/2021

Witness to Signature



Full Name

PETER MATTHEWS

Address

Level 4, 321 Pitt Street
Sydney NSW 2000

Date

30/11/2021