



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Transdev Sydney Pty Ltd
(AG2020/820)

TRANSDEV SYDNEY LIGHT RAIL OPERATIONS ENTERPRISE AGREEMENT 2019

Passenger vehicle transport (non-rail) industry

DEPUTY PRESIDENT BOYCE

SYDNEY, 7 MAY 2020

Application for approval of the Transdev Sydney Light Rail Operations Enterprise Agreement 2019.

[1] An application has been made for approval of an enterprise agreement to be known as the *Transdev Sydney Light Rail Operations Enterprise Agreement 2019* (**Agreement**). The application was made pursuant to s.185 of the *Fair Work Act 2009* (**Act**). It has been made by Transdev Sydney Pty Ltd (**Employer**). The Agreement is a single enterprise agreement.

[2] The Employer provided written undertakings to the Fair Work Commission on 1 May 2020. Those undertakings are attached at **Annexure A** to this decision and become terms of the Agreement. I am satisfied that the undertakings will not cause financial detriment to any employee covered by the Agreement (as compared to the relevant provisions of the *Passenger Vehicle Transportation Award 2010 Award 2010*), and that the undertakings will not result in substantial changes to the Agreement.

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

[4] I am satisfied the more beneficial entitlements of the NES will prevail where there is an inconsistency between the Agreement and the NES.

[5] 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 to be covered by the Agreement. In accordance with s.201(2) of the Act, I note that the Agreement covers this organisation.

[6] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 14 May 2020. The nominal expiry date of the Agreement is 31 October 2023.



DEPUTY PRESIDENT

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Annexure A



Annexure A

UNDERTAKINGS

AG2020/820 - Application by Transdev Sydney Pty Ltd T/A Transdev Sydney Pty Ltd

Transdev Sydney Pty Ltd (Transdev Sydney) hereby undertakes that for the purposes of approval of the Transdev Sydney Light Rail Operations Enterprise Agreement 2019:

1. **Clause 1.6** Notwithstanding the provision at clause 1.6 Transdev Sydney undertakes that the definition of 'Immediate Family' will include a former spouse, a former de facto partner and step-relations (eg. step parents and step-children) as well as adoptive relations.
2. **Clause 2.2 (a)** Notwithstanding Clause 2.2.(a), Transdev Sydney undertakes that a part-time employee under the Agreement is an employee who is engaged to work reasonably predictable hours of work less than 38 ordinary hours per week.
3. **Clause 2.2(d)** Notwithstanding clause 2.2 (d), Transdev Sydney undertakes that any changes to the roster pattern, hours of work, or start and finish times of a permanent part time employee will only occur in consultation with the affected employee and with their agreement. Any such variation agreed to by the affected employee will be recorded in writing and a copy provided to the employee.
4. **Clause 2.2(e)** Notwithstanding clause 2.2 (e), Transdev Sydney undertakes to pay part-time employees at overtime rates for any hours additional to those agreed between Transdev Sydney and the employee pursuant to clause 2.2(d), or any hours that are more than 38 hours in any week.
5. **Clause 2.4** Notwithstanding clause 2.4 Transdev Sydney undertakes to apply clause 10.6 of the Award in its entirety.
6. **Clause 10.1(f) and 10.3(b)** Notwithstanding clause 10.1(f) and 10.3(b), Transdev Sydney undertakes that a shiftworker, as defined by the Agreement, can accrue up to 10 weeks annual leave without the approval of management.
7. **Clause 10.5** Notwithstanding the provisions at Clause 10.5, Transdev Sydney undertakes that:
 - a. each cashing out of a particular amount of paid annual leave will be the subject of a separate agreement;

- b. the agreement will state:
 - i. the amount of leave to be cashed out and the payment to be made to the employee for it;
 - ii. the date on which the payment is to be made;
 - c. the agreement will be signed by Transdev Sydney and employee and, if the employee is under 18 years of age, by the employee's parent or guardian; and
 - d. this clause will operate subject to an employee having a remaining accrued entitlement to paid annual leave being less than 4 weeks, in accordance to section 93(2) of the Act.
8. **Clause 10.6** Notwithstanding the provisions at clause 10.6, Transdev Sydney undertakes that for the purposes of the NES, a 'day' of personal/carer's leave is the portion of a 24 hour period that an employee would otherwise be working. An employee is entitled to take a full day or a part day of personal/carer's leave and the number of hours taken will be deducted from the employee's leave balance.
9. **Clause 10.7(e)** Notwithstanding the provisions at clause 10.7(e), Transdev Sydney undertakes that an employee will only be required to provide evidence that would satisfy a reasonable person that the employee was unable because of illness or injury to attend for duty on a day or days for which sick leave is claimed.
10. **Clause 17.1** Notwithstanding the provisions at clause 17.1, Transdev Sydney undertakes to discuss any request for flexible working arrangements with the employee and genuinely try to reach agreement on a change in working arrangements that will reasonably accommodate the employee's circumstances. If agreement cannot be reached the written response will state whether there are any other changes that can be offered to the employee and what those changes are.
11. **Clause 18.2** Transdev Sydney undertakes that it will not apply Clause 18.2. An employee deemed to have abandoned their employment, will be provided notice in accordance with section 117 of the Act.
12. **Clause 18.1 (j)** Notwithstanding the provisions at Clause 18.1 (j), Transdev Sydney undertakes that when the employment of an employee ends for any reason (including misconduct) and the employee has a period of untaken paid annual leave, this will be paid as if the employee had taken that period of leave, inclusive of annual leave loading, and otherwise in accordance with section 90(2) of the Act.
13. **Clause 19.1(c)** Notwithstanding the provision at clause 19.1(c) Transdev Sydney undertakes to apply the definition of redundancy in s.119 of the Act.

Transdev Sydney also undertakes to only redeploy redundant employees where it is reasonable in all of the circumstances.

14 **Clause 26, Schedule 1** Notwithstanding Clause 26, Schedule 1; Transdev Sydney undertakes to increase the hourly rate of the following classifications to ensure that employees' are not worse off when compared to the Award:

- a. Trainee Customer Service Officer (currently \$21.03)
- b. Casual Trainee Customer Service Officer
(currently \$21.91 plus 20% casual loading)
- c. Casual Grade 1 Customer Service Officer
(currently \$22.44 plus 20% casual loading)

15. Transdev Sydney undertakes that should any provision of the Enterprise Agreement be interpreted in a manner that is less beneficial than the NES and/or the Act, then the NES and/or the Act shall apply.

These undertakings are taken to be terms of the Enterprise Agreement.



.....
Waheeda Bhayani
Head of People & Culture NSW & QLD Bus and Light Rail
Transdev Sydney Pty Ltd

TRANSDEV SYDNEY LIGHT RAIL OPERATIONS ENTERPRISE AGREEMENT 2019

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

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Section One – Core Conditions – All Employees

1 Operation of Agreement

1.1 Title

- a) This Agreement is made in accordance with the provisions Part 2-4 of the Fair Work Act 2009 and will be known as the Transdev Sydney Light Rail Operations Enterprise Agreement 2019.

1.2 Duration

- a) This Agreement will commence operation seven (7) days after it has been approved by Fair Work Commission ('FWC') and will remain in force until 31 October 2023.
- b) Transdev Sydney undertakes that bargaining for the replacement of this Agreement shall commence not later than 30 April 2023. For the 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.
- c) A copy of this Agreement shall be exhibited in an easily accessible place within the workplace.

1.3 Scope of Agreement

- a) This Agreement shall be binding upon and covers:
 - (i) Transdev Sydney Pty Ltd in respect of its Sydney Light Rail operations ('the Employer'); and
 - (ii) Employees employed by the Company to perform work within the classifications contained within this Agreement; and
 - (iii) The Australian Rail Tram and Bus Industry Union, New South Wales Branch who was a bargaining representative for Employees covered by this Agreement.
- b) This Agreement does not cover:
 - (i) Employees only employed to perform work as Light Rail Vehicle Drivers on the Inner West Light Rail Line (IWLR Drivers).

1.4 NES Precedence Term

- a) This Agreement will be read and interpreted in conjunction with the National Employment Standards (NES). Where there is an inconsistency between this agreement and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency.

1.5 Award Relationship

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

1.6 Definitions

- a) For the purposes of this Agreement:

Agreement	Transdev Sydney Light Rail Operations Enterprise Agreement 2019
AO	Authorised Officer
Base Hourly Rate	means the base hourly rate of pay as listed in Schedule 1.
Company	means Transdev Sydney Pty Ltd in respect of its Sydney Light Rail operations.
CSELR	CBD and South Eastern Light Rail
CSO	Customer Service Officer
De facto partner	<p>per the Definitions of the Act means:</p> <p>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</p> <p>includes a former de facto partner of the employee.</p>
Employee	means an employee of Transdev Sydney Pty Ltd (the Company) engaged in its light rail operations and who receive payment within the terms of this Agreement and who are parties thereto
Employer	means Transdev Sydney Pty Ltd in respect of its Sydney Light Rail operations.
FWC	Fair Work Commission
Immediate family	per the Definitions of the Act means:

	a spouse, de facto, partner, child, parent, grandparent, grandchild or sibling of the employee; or
	a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the employee
IWLR	Inner West Light Rail
LRV	Light Rail Vehicle
NES	National Employee Standards as amended from time to time
RTBU	Australian Rail Tram and Bus Industry Union, New South Wales Branch
SLR	Sydney Light Rail, the Inner West Light Rail ('IWLR') and CBD and South East Light Rail ('CSELR'), together known as the Sydney Light Rail ('SLR').
The Act	Fair Work Act 2009
The Union	Australian Rail Tram and Bus Industry Union, New South Wales Branch

1.7 Objective Clause

- a) The following are the objectives of this Agreement:
- (i) 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.
 - (ii) To ensure all employees are treated with trust, dignity and concern for their rights and individual needs.
 - (iii) To provide equality of opportunity with respect to recruitment, training, re-deployment and promotion.
 - (iv) To commit to timely and transparent dispute resolution at the workplace in order to avoid industrial confrontation and associated disruptions to operations or services.

1.8 No Extra Claims

Whilst this Agreement is in operation there will be no extra claims made by either party in relation to the terms of this agreement

2 Types of Employment

2.1 Permanent Full Time

- a) A permanent full time ('full time') employee is employed for thirty-eight (38) ordinary hours per week.
- b) Except as otherwise provided for herein the ordinary hours of work shall be seventy-six (76) hours per fortnight, divided into not more than ten (10) shifts.

2.2 Permanent Part Time

- a) A permanent part time ('part time') is an employee engaged on a permanent basis who normally works less than thirty-eight (38) rostered hours per week and is entitled to all the benefits on a pro rata basis.
- b) A part time employee must be engaged for a minimum of sixteen (16) hours per week.
- c) Part time employees shall be paid at the same hourly rate of a full time employee in the same classification and any expenses and allowances for their classification as prescribed in this Agreement.
- d) On engagement, part time employees will have confirmation in writing their roster pattern including days on which a part time employee will work, and their usual start and finish time. If those hours are varied as a result of a roster change, Transdev Sydney will confirm that change in writing with the relevant part time employee.
- e) A part time employee may be required to work additional ordinary hours beyond their rostered shifts up to thirty-eight (38) hours. An employee may refuse to work additional hours beyond what is rostered where the working of such additional hours would result in the employee working hours which are unreasonable. For the purpose of this clause what is unreasonable or otherwise will be determined having regard to:
 - (i) Any additional risk to health and safety;
 - (ii) An employee's personal circumstances including any family or carers responsibilities;
 - (iii) The needs of the workplace or enterprise;
 - (iv) The notice (if any) given by the Company of the additional hours and by the employee of his or her intention to refuse it; and
 - (v) Any other relevant matters.

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

2.3 Casual

- a) A casual employee is engaged as such and paid by the hour. A loading on top of the normal rate of pay applicable to the full time classification is paid to compensate for the lack of leave and permanency associated with part time or full time employment.
- b) A casual employee shall be engaged for a minimum of three (3) consecutive hours per shift up to a maximum of thirty-eight (38) hours per week.
- c) A casual employee will receive the ordinary hourly base rate of pay applicable to the equivalent full time classification plus a twenty percent (20%) loading on this ordinary hourly base rate of pay.
- d) A casual employee or employer may terminate the employment relationship by the employer providing one hours' notice.
- e) Overtime is applied in line with clause 6.

2.4 Casual Conversion

- a) A regular casual who has worked equivalent full-time hours over the preceding 12 months' casual employment can request to have their employment converted to permanent full-time employment.
- b) A regular casual employee who has worked less than equivalent full-time hours over the preceding period of 12 months casual employment may request to have their employment converted to permanent part time employment consistent with the pattern of hours previously worked.
- c) The request must be made in writing and provided to the employer, and any refusal, along with the reasons for the refusal must be provided by the employer within 21 days after there has been consultation with the employee.
- d) If the employee does not accept the employer's refusal, this will constitute a dispute that will be dealt with under the Dispute Resolution Procedure in clause 13.3. Under that procedure, the employee or the employer may refer the matter to the Fair Work Commission if the dispute cannot be resolved at the workplace level

- e) The Employer may only refuse a request for casual conversion on reasonable grounds which may include:
 - (i) it is known or reasonably foreseeable that the position will cease to exist within the next 12 months;
 - (ii) it is known or reasonably foreseeable that the hours of work required to be performed will be significantly reduced in the next 12 months; or
 - (iii) it is known or reasonably foreseeable that there will be a significant change in the days and/or times the employee's hours of work are required to be performed in the next 12 months which cannot be accommodated within the days or hours in which the employee is available to work.
- f) For any grounds of refusal to be reasonable, it must be based on facts which are known or reasonably foreseeable.

2.5 Shiftworker

- a) For the purposes of Division 6 of the NES, a shiftworker means an employee who is a seven day shiftworker who is regularly rostered to work on Sundays and public holidays. In these circumstances shiftworkers are entitled to an additional week of annual leave.

3 Hours, Breaks and Place of Work

3.1 Ordinary Hours

- a) The duration of ordinary hours worked per shift shall not exceed eight (8) hours working time except for CSLER Drivers where the duration of ordinary hours worked per shift shall not exceed eight and a half (8.5) hours working time.
- b) The maximum spread of ordinary hours on any shift shall be nine (9) hours.
- c) Ordinary hours of a shift on any day are between 0700 and 1700.
- d) Ordinary hours should not exceed thirty eight (38) hours in any week.
- e) No employee shall be called upon to begin a new shift without having been off duty for at least eleven (11) consecutive hours.

3.2 Minimum rostered hours

- a) No full time employee shall be rostered to work less than seven (7) working hours in any one shift.
- b) No part time employee shall be rostered to work less than four (4) working hours in any one shift.
- c) No casual employee shall be rostered to work less than three (3) working hours in any one shift.

3.3 Minimum Payment

- a) A full time employee must receive a minimum payment of four (4) hours for each day/shift engaged.
- b) A part time employee must receive a minimum payment of four (4) hours for each day/shift engaged.
- c) A casual employee must receive a minimum payment of three (3) hours for each day/shift engaged.

3.4 Meal Breaks

- a) Except for CSLER Drivers and Customer Service Officers, Permanent Full Time, Part Time and Casual Employees shall be rostered for an unpaid meal break of thirty (30) minutes, to be taken between the third and fifth hours of duty.
 - (i) Unpaid meal breaks will not exceed thirty (30) minutes. All break time in excess of 30 minutes will be paid at the ordinary rate of pay.

- b) Other than in exceptional circumstances, employees shall not be directed to work more than 5 hours from the commencement of a shift without a meal break.
- c) Break times will be accompanied by rostered walk-time to allocated amenities.
- d) Employee whose rostered working hours do not provide for a meal break shall be entitled to a paid crib break of twenty (20) minutes, between the third and fifth hours after commencement of work. The crib break shall be incorporated into the roster; however, the operational needs of the Company on a given day may require an alteration to the timing of the crib break.

3.5 Place of Work

- a) Upon commencement of employment, each employee will be allocated a permanent place of work as per their employment contract.
- b) An employee's permanent place of work may only be altered by mutual agreement in writing.
- c) Employees may, by mutual agreement with the relevant supervisor, or equivalent, commence their shift at a location other than the main depot.
- d) Unless otherwise agreed, all shifts must start and finish in the same location.
- e) Employees will be responsible for all travel to and from the alternate location.
- f) Meal breaks and amenities will be in line with the provisions as per clause 3.4.

4 Rosters

4.1 Shift Rosters

- a) 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.

4.2 Master Roster

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

4.3 Changes to the Master Roster

- a) Changes to the master roster should be minimised to the following:
 - i) Twice per calendar year at the initiation of the Employer; and
 - ii) Where directions from external parties require a change in the master roster in order to be able to meet a request. This may include:
 - a) Changes to service levels; or
 - b) Additional vehicles.
- b) Proof of external directions should accompany any change to the master roster. However the Company is not required to disclose commercially sensitive information.
- c) The company will make every effort to enact clause 4.3 a), however during the initial phase of operations, the Master Roster may change more often than is prescribed, provided that:
 - (i) Any changes more frequent than those detailed as per clause 4.3 a) will cease 3 months post ratification of this agreement;
 - (a) Any extension to this timeframe will only be through consultation and by agreement with affected parties; and
 - (b) Any request to extend must be demonstrably valid.

4.4 Working Roster

- a) The Working Roster will be developed using the Master Roster as a template.
- b) All known work, including overtime, training and Rostered Days Off will be displayed in the working roster.
- c) 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.
- d) When constructing a working roster, if a day off pattern is altered to be different to the master roster the employer will only do so in consultation with the affected employee.
- e) Employees may mutually agree to exchange shifts subject to approval by management.
- f) The Company may request shift changes with less than 48 hours' notice provided that:

- g) The affected employee agrees to the change; and
- h) The affected employee is not penalised for refusing the change.

4.5 Core Rostering Principles

- a) All rosters shall be developed and implemented in accordance with the following principles:
 - (i) The health and safety of employees;
 - (ii) Fatigue management obligations;
 - (iii) Operational and business requirements;
 - (iv) Duty of care obligations;
 - (v) A fair and equitable distribution of the rostered work between Employees of like classification;
 - (vi) Local level consultation with affected employees and their representatives;
 - (vii) Patterns of working which assist quality of life considerations; and
 - (viii) Periods of notice of change to rostered working.
 - b) The Employer shall ensure that all rosters are:
 - (i) Developed in accordance with any laws governing the number of consecutive hours, days or Shifts that may be worked; and
 - (ii) Compliant with relevant provisions of this Agreement concerning number of Shifts to be worked, intervals between Shifts, lengths of Shifts, consecutive days off, right to notice periods concerning duty.
-

4.6 Rostering Guidelines

- a) The development of rosters should work to the following guidelines:
 - (i) Shift lengths should be consistent.
 - (ii) There should be a minimum of eight (8) rostered days off over a 4 week cycle.
 - (iii) Wherever possible these should be consecutive days off.
 - (iv) 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.
 - (v) Where possible, weekends off should be spread evenly over the Master Roster period.

4.7 Consultation

- a) Variations in operational and business requirements for rostered work across organisational business units may require the variation of rosters.
- b) 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.

4.8 Rostering consultative committee (Master Roster)

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

5 Overtime, Penalties, Loadings and Allowances

5.1 Accumulation of penalties and allowances

- a) Unless otherwise prescribed for in this Agreement, there shall be no accumulation of penalties or overtime. Where more than one (1) shift penalty is payable, only the greater of the two (2) will be paid.

6 Overtime

6.1 Daily Overtime

- a) All time worked in excess of the already rostered ordinary hours per day stands alone and shall be paid for at the rate of time and a half (150%) for the first three (3) hours and double time (200%) thereafter per day
- b) This does not apply to casual employees.

6.2 Weekly Overtime

- a) All time worked in excess of thirty eight (38) hours in a week shall be paid for at the rate of time and a half (150%) for the first three (3) hours and double time (200%) thereafter.

6.3 Work Performed on Rostered Day Off

- a) Where an employee is called in to work on a rostered day off, that shift shall be calculated as overtime provided they exceed weekly overtime as defined above.
- b) Work performed on a Saturday shall attract a minimum penalty of 150%.
- c) Work performed on a Sunday shall attract a minimum penalty of 200%.
- d) For the avoidance of doubt, the higher penalty shall always apply.

6.4 Voluntary Overtime

- a) Subject to any statutory or regulatory limits on driving hours, an employee covered under this agreement may work voluntary overtime.

- b) 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.

6.5 General Overtime Provisions

- a) The Company may require an employee to work reasonable overtime at overtime rates or as otherwise provided for in this Agreement.
- b) An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable.
- c) For the purposes of clause 6.5 b) what is unreasonable or otherwise will be determined having regard to:
 - (i) Any additional risk to employee health and safety;
 - (ii) The employee's personal circumstances including any family and carer responsibilities;
 - (iii) The notice (if any) given by the Company of the overtime and by the employee of his or her intention to refuse it; and
 - (iv) Any other relevant matter.
- d) An employee called upon to work overtime beyond the normal rostered shift after 23:30 and before 05:30 shall, upon request, be provided by the Company with transport to and from their place of residence.
- e) Weekend penalty rates, public holiday penalty rates and overtime are not cumulative.

7 Penalties

7.1 Shift Penalties

- a) All work performed outside the ordinary hours of 0700 to 1700 shall incur a penalty of twenty per cent (20%) of the base hourly rate.
- b) Permanent night shift as defined at clause 7.2 shall attract a loading of thirty per cent (30%) for all hours worked of the base hourly rate.

7.2 Permanent Night Shift

- a) A permanent night shift is a shift which commences after 1700 and finishes before 0700 and does not rotate with another shift for a period of not less than four (4) consecutive weeks.

7.3 Saturday Penalties

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

7.4 Sunday Penalties

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

7.5 Public Holiday Penalties

- a) Excluding Controllers, an employee rostered to work on a public holiday as per clause 14.1 shall be paid double time and a half (250%).
- b) There will be no accumulation of penalties. Employees who work on a public holiday which falls on a Saturday or Sunday will be paid a maximum of double time and a half (250%) rate of pay.

8 Allowances

Item No.	Clause No.	Brief Description	Amount
1	8.2	First Aid Allowance	\$0.50 per hour up to a maximum of \$16.00 per week
2	8.3	Meal Allowance	\$15.00
3	8.4	Mentor Allowance	10% of base hourly rate

8.1 Allowance General Provisions

- a) Allowances do not form part of the base ordinary rate for the purposes of applying penalties and overtime.

- b) Where allowance values are nominated, they will be subject to the annual increase at clause 26 a).

8.2 First Aid Allowance

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

8.3 Meal Allowance

- a) During ordinary hours and in accordance with the rates set out above an employee is entitled to a meal allowance if:
 - (i) they are required to take their meal break away from a location that has facilities and/or amenities for heating, cooking or cooling of food; or
 - (ii) they are on foot and are required to take a meal break away from their start location.
- b) Employees required to extend their shift by two (2) or more hours after signing on duty are also entitled to a meal allowance.

8.4 Mentor Allowance

- a) An employee required to undertake mentor duties shall be paid an additional loading above the base hourly rate of pay for the classification, in line with the allowance set out above.
- b) Overtime, penalties and loadings will only be applied to the base hourly rate of pay.
- c) Where an employee performs mentor duties for two (2) or more hours of their rostered shift, the mentor allowance shall be applied for the total hours worked on that shift.

9 Wages

9.1 Payment of Wages

- a) Wages shall be paid weekly or fortnightly as determined by the Company, however, consultation will be undertaken prior to changing the frequency of payment.

- b) Overtime shall be paid within a week of the pay day succeeding the day or days on which such overtime becomes due. Provided that, where wages are paid fortnightly, overtime shall be paid within a fortnight from the pay day succeeding the day or days on which such overtime became due.
- c) Wages shall be paid by electronic funds transfer.

9.2 Pay Discrepancies

- a) Where an underpayment to an employee's base rate of pay is identified, the employee is to notify payroll immediately.
- b) In the event that the majority of an employee's base rate of pay has been underpaid the Company undertakes to investigate and ensure payment to the employee within 2 working days of being notified.
- c) If required, Transdev will authorise a special payment outside the normal payroll cycle to enable this to occur.
- d) Where there is an underpayment to an employee's base rate of pay, other than referred to in clause 9.2 b), payroll will investigate and report back to the employee within 48 hours confirming the underpayment. Payroll will subsequently deposit the correct amount in the employee's nominated account within 3 working days from the time of notification back to the employee.
- e) If an underpayment is identified to payroll in regards to any payment other than base rate of pay (including penalties, allowances, leave loading), payroll will conclude the investigation into the underpayment within four (4) weeks of being notified. Upon completion of the investigation, payroll will deposit the correct amount in the employee's nominated account in the next pay cycle.

10 Leave Provisions

10.1 Annual Leave

- a) Annual leave is provided for in the NES.
- b) An employee (other than a casual employee) accumulates four weeks of paid annual leave for each year of service with the employer.
- c) An employee classified as a 'shiftworker' is entitled to five weeks of paid annual leave.

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

10.2 Annual Leave Loading

- a) Employees shall be paid a loading of seventeen and half per cent (17.5%) base hourly rate of pay for a period of annual leave.
- b) An employee shall be entitled to the shift premium which would have applied had he/she worked during the period of annual leave, or seventeen and half per cent (17.5%) of the relevant base hourly rate, whichever is the greater.

10.3 Annual Leave Process

- a) The company shall apply a fair and equitable system of approval and allocation of leave applications, particularly where there are competing applications that may not be practical to approve, having regard to the operational requirements of the Company.
- b) Where an employee has accrued more than eight (8) weeks annual leave without the approval of management, the company may direct the employee to take excess leave at such time as is operationally suitable, upon giving eight (8) weeks' notice prior to the date the employee is required to commence leave. Or the employee may opt to cash it out.

10.4 Leave without Pay

- a) An employee has the right to request leave without pay.
- b) Such request must be for a valid reason and is subject to the approval of the relevant supervisor or manager.

10.5 Cashing Out of Annual Leave

- a) 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:
 - (i) 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.
 - (ii) The Company cannot agree to cash out paid annual leave if the agreement would result in the employee's remaining accrued entitlement to paid annual leave being less than twenty (20) days.
- b) The application of this clause to part time employees will be open on a pro-rata basis.
- c) The employee must be paid at least the full amount that would have been payable to the employee had the employee taken the leave that the employee has forgone.

10.6 Personal/Carers Leave

- a) An employee (other than a casual employee) is entitled to 10 days' paid personal/carers leave each year of service and 2 days' unpaid carers leave for each occasion (provided paid personal/carers leave is not available).
- b) In the NES a 'day' of personal/carers leave is an authorised absence from the working time in a 24 hour period.
- c) Personal/carers leave accrues progressively during a year of service.
- d) All accrued personal/carer's leave may be taken as carer's leave.
- e) Casual employees are entitled to 2 days' unpaid carers leave per occasion.

- f) 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.
- g) Unused personal/carer's leave accumulates from year to year without limitation.
- h) Personal/carer's leave is paid at an employee's base rate of pay and excludes any incentive based payments, shift allowances or penalty rates.

10.7 Notification of Absence

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

10.8 Medical Certification

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

- b) 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.

10.9 Community Service Leave

- a) Community Service Leave is provided for in the NES.
- b) The NES entitles employees to be absent from work to engage in certain community service activities such as:
 - (i) a voluntary emergency management activity with a recognised emergency management body; or
 - (ii) jury duty, including attendance for jury selection.
- c) Community service leave under the NES is unpaid, except for jury duty. Employees (except casuals) are entitled to make-up pay for the first 10 days they are absent for jury duty.
- d) There is no set limit on the amount of leave an employee is entitled to, provided they satisfy notice/evidence requirements and clause 10.9 b).

10.10 Study Leave

- a) Study leave shall be provided in accordance with the Company's Training and Development Policy, as amended from time to time.
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10.11 Trauma Leave

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

10.12 Compassionate Leave

- a) Compassionate leave is provided for in the NES, as summarised below.
- b) In summary, the NES provides that 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, or a member of the employee's household:
 - (i) Contracts or develops a personal illness that poses a serious threat to his or her life; or
 - (ii) Sustains a personal injury that poses a serious threat to his or her life; or dies.
- c) When a member of the employee's immediate family, or a member of the employee's household (as defined), dies outside Australia, the employee shall be entitled to an additional period of one (1) day leave, without loss of ordinary pay. Such leave will be extended to two (2) days where the employee travels overseas to attend a funeral.
- d) The relationship of the employee to the deceased must be established either by a public funeral notice, or where this is not conclusive, by a Statutory Declaration.
- e) Casual employees are entitled to two days unpaid compassionate leave per occasion.

10.13 Family and Domestic Violence Leave

- a) Transdev is committed to supporting Employees who are affected by Family and Domestic Violence.
- b) Employees dealing with the impact of family and domestic violence can:
 - (i) take family and domestic violence leave
 - (ii) request flexible working arrangements
 - (iii) take paid or unpaid personal/carer's leave, in certain circumstances.
- c) Employees (including casual and part-time employees) are entitled to 5 days of paid family and domestic violence leave each 12 month period.
- d) This leave:
 - (i) doesn't accumulate from year to year if it isn't used;
 - (ii) is available in full when an employee starts working at a new workplace;
 - (iii) renews in full at the start of each 12 month period of employment;

- (iv) can be taken as a single continuous period or separate periods of one or more days, including periods of less than one (1) day.
- e) 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.
- f) 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.
- g) Close Relative means:
 - (i) A spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the employee; or
 - (ii) A child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the employee; or
 - (iii) A person related to the employee according to Aboriginal or Torres Strait Islander kinship rules.
- h) 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.
- i) Where legislation prescribes a more generous provision, this will supersede anything contained within this Agreement.

10.14 Parental Leave

- a) At a minimum, employees shall be entitled to parental leave in accordance with the NES as summarised below.
- b) Notwithstanding eligibility, entitlement and rules contained within the NES, all employees are entitled to a minimum of 12 months unpaid parental leave if they have completed at least 12 months of continuous service with the Company. Employees have a right to further request another 12 months parental leave, up to 24 months.
- c) Eligible employees may also be entitled to:
 - (i) unpaid special maternity leave
 - (ii) a right to transfer to a safe job in appropriate cases, or to take 'no safe job leave'

- (iii) consultation requirements
 - (iv) a return to work guarantee
 - (v) adoption-related leave.
- d) This does not limit the employer's ability to provide a more generous entitlement.

10.15 Long Service Leave

- a) Employees shall be entitled to long service leave in accordance with the NES, which currently preserves the Long Service Leave Act (NSW) 1955.
- b) Employees who have been employed for 10 years are entitled to 2 months (8.67 weeks) paid leave, to be paid at the ordinary gross weekly wage.
- c) At this time after each additional five (5) years' completed service with the Company, an employee is entitled to 1 month.
- d) The Act also provides for a pro-rata entitlement after five (5) years, if the employee resigns as a result of:
 - (i) Illness;
 - (ii) Incapacity; or
 - (iii) Domestic or other pressing necessity.
- e) An employee is entitled to pro-rata entitlement after five (5) years, if their employment is terminated by the Company for any other reason than serious misconduct.
- f) If the Company and the employee so agree, a period of long service leave of not less than one (1) month may be given by the Company, and taken by the employee, wholly or partly in advance before the employee has become entitled to any long service leave or to the amount so agreed to be given and taken. No such agreement shall be deemed to confer on the employee an entitlement to long service leave in excess of that provided under the Long Service Leave Act (NSW) 1955.

11 Employment Relationship

11.1 Contract of Employment

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

11.2 Probationary Period

- a) The first three (3) months of employment shall be a probation period for all full-time and part-time employees engaged under this Agreement. The probation period may be extended up to six (6) months by agreement between the Company and the employee.
- b) This period shall be used by employees to determine whether they wish to pursue continued employment with the Company and for the employer to evaluate whether employees have the qualities necessary for, and are capable of, carrying out their duties and conducting themselves to the employer's standards. The employee or the employer may terminate the employment during this time by providing one (1) weeks' notice.
- c) Employees shall be advised during the induction process of the standards of performance and conduct they will need to meet and sustain to satisfy the Company and successfully complete the probationary period.
- d) Permanent employees promoted to a higher classification may be required to complete a probationary period of three months and may be returned to their previous classification at any time within the period if the Company assesses their performance as not satisfactory.

12 Roles, Responsibilities & Opportunities

12.1 Duties

- a) Notwithstanding the provisions of clause 20 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.
- b) The performance of such additional duties must be within the individual's capacity and does not require any training other than for familiarisation purposes.
- c) Any direction issued by Transdev pursuant to this clause shall be consistent with Transdev's responsibilities to provide a safe and healthy working environment.

12.2 Higher Duties

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

12.3 Upskilling

- a) For the purpose of increasing productivity and flexibility, as well as enhancing career opportunities for employees, multi-skilling may be extended beyond that already provided under this Agreement by genuine consultation and agreement between the Company and the Employee to allow the employee to perform any work in the Company within the scope of their skills competence and training consistent with the classification structure, provided that such duties are not designed to promote deskilling.

12.4 Opportunity & Promotion

- a) All employees are provided with equal opportunity to apply for positions within and outside of this Agreement.
- b) Should a person not be successful in their application, they may request written advice regarding the reasons they were not successful.
- c) When an existing employee of Transdev Sydney is appointed to a Trainee position, covered by this Agreement as a path to promotion, they will not have their hourly rate of pay reduced as a consequence of the appointment.

13 Consultation

13.1 Consultative Committee

- a) The Company commits to working with employees and/or their nominated representatives, including the RTBU and will convene consultative committees.
 - b) The purpose of the committee is to resolve day to day operational issues.
 - c) The Consultative Committee will meet on a quarterly basis. Meetings will be minuted and minutes displayed in depot locations.
 - d) Employees shall elect their depot representatives and the Company shall determine the number of attending members for the committee.
 - e) The Consultative Committee may meet more often as agreed by the relevant parties.
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13.2 Consultation term

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

Major change

- b) For a major change referred to in paragraph (a)(i):

- (i) the employer must notify the relevant employees and the Union of the decision to introduce the major change; and
 - (ii) subclauses (c) to (i) apply.
- c) The relevant employees may appoint a representative for the purposes of the procedures in this term.
- d) If:
- (i) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - (ii) the employee or employees advise the employer of the identity of the representative;

the employer must recognise the representative and the Union as part of the consultative process.

- e) As soon as practicable after making its decision, the employer must:
- (i) discuss with the relevant employees and the Union:
 - (a) the introduction of the change; and
 - (b) the effect the change is likely to have on the employees; and
 - (c) measures the employer is taking to avert or mitigate the adverse effect of the change on the employees; and
 - (ii) for the purposes of the discussion—provide, in writing, to the relevant employees:
 - (a) all relevant information about the change including the nature of the change proposed and the rationale based on business needs; and
 - (b) information about the expected effects of the change on the employees; and
 - (c) any other matters likely to affect the employees.
- f) However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- g) 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 Company.
- h) The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.

- i) If a term in this agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the employer, the requirements set out in paragraph (b)(i) and subclauses (c) and (e) are taken not to apply.
- j) In this term, a major change is likely to have a significant effect on employees if it results in:
 - (i) the termination of the employment of employees; or
 - (ii) major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or
 - (iii) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
 - (iv) the alteration of hours of work; or
 - (v) the need to retrain employees; or
 - (vi) the need to relocate employees to another workplace; or
 - (vii) the restructuring of jobs.
 - (viii) Change to regular roster or ordinary hours of work
- k) For a change referred to in paragraph (a)(ii):
 - (i) the Company must notify the relevant Employees and the Union of the proposed change; and
 - (ii) subclauses (l) to (p) apply.
- l) The relevant Employees may appoint a representative for the purposes of the procedures in this term.
- m) If:
 - (i) a relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation; and
 - (ii) the Employee or Employees advise the Company of the identity of the representative;

the Company must recognise the representative and the Union as part of the consultative process.

- n) As soon as practicable after proposing to introduce the change, the Company must:
 - (i) discuss with the relevant Employees and the Union the introduction of the change; and
 - (ii) for the purposes of the discussion—provide to the relevant Employees:
 - (a) all relevant information about the change, including the nature of the change; and

- (b) information about what the Company reasonably believes will be the effects of the change on the Employees; and
 - (c) information about any other matters that the Company reasonably believes are likely to affect the Employees; and
- (iii) invite the relevant Employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
- o) However, the Company is not required to disclose confidential or commercially sensitive information to the relevant Employees.
 - p) The Company must give prompt and genuine consideration to matters raised about the change by the relevant Employees.
 - q) In this term:
- relevant employees means the Employees who may be affected by a change referred to in subclause (a).
- r) While the consultation procedure is being followed work will continue as normal and the parties shall maintain the status quo.
 - s) Where matters cannot be resolved through the consultative process, the dispute shall be dealt with in accordance with the dispute resolution procedure.

13.3 Dispute Resolution Procedure

- a) The objectives of the parties in these procedure is to avoid and settle disputes by direct consultation and negotiation and to avoid interruption to customer services, the performance of work and the consequential loss of production and wages.
 - b) In the event of a dispute about a matter:
 - (i) under this Agreement; or
 - (ii) in the NES
 - (iii) or any matter pertaining to the employment relationship
- (a) For the avoidance of doubt this clause does not apply to performance management until the process has been finalised and an outcome has been communicated to the employee.

- c) An employee who is party to a dispute may appoint a union or employee representative (collectively referred to as the 'Representatives') at any time for the purposes of the procedures in this clause.
- d) In the first instance, the parties will attempt to resolve the matter at the workplace by discussions between the employee(s) and/or appointed representative/s concerned and the relevant manager or supervisor.
- e) If the discussions in the first instance do not resolve the dispute, the parties will endeavour to resolve the dispute in a timely manner by discussions between the employee(s) and/or appointed representative/s concerned and more senior levels of management, as appropriate.
- f) The Parties recognise that disputes can differ widely in nature, and can thus take different lengths of time to resolve, but the Parties also agree that disputes should be resolved as quickly as possible; that, subject to any contrary agreement between Transdev and the employee or Union involved, any individual step in the process should, as a general rule, take no more than five business days to complete; and in the case of each step, attempts should be made to hold discussions within two business days of commencing the step.
- g) Nothing in this clause prevents the making of an agreement to refer a dispute to a step other than the one next in sequence, in order to accelerate resolution or for some other reason; or the reference of a dispute to the FWC for urgent resolution.
- h) The Parties acknowledge that, where a dispute involves a matter where a genuine, serious and immediate risk is posed to the health or safety of any person, it may not be practical to follow the procedures in this clause in attempting to resolve the dispute; and that an urgent reference to the FWC may be required.
- i) If the matter remains in dispute, it must next be submitted to the FWC which may exercise any method of dispute resolution permitted by the Act that it considers appropriate to ensure the settlement of the dispute.
- j) Until the dispute is resolved, the status quo ante will prevail, unless the employee has a reasonable concern about an imminent risk to their health or safety. In order to be clear, if the dispute is about a change at work, the status quo represents the position before the implementation of the change.

14 Holidays

14.1 Public Holidays

- a) Public holidays are provided for in the NES and defined as any public holidays declared or prescribed by, or under, the law of the State of New South Wales, in which this Agreement operates.
- b) In addition to the public holidays prescribed above, a full-time or part-time employee will be entitled to an additional one (1) day off without loss of pay which shall be taken on the first Monday in August each year or a mutually agreed day determined by the majority of employees and the company.
- c) 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.
- d) 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.

15 Work Health and Safety

15.1 Work Health and Safety

- a) All parties to this Agreement commit to working within the applicable Workplace Health and Safety legislation.
- b) All employers and employees have specific legal obligations under WHS law.
- c) It is the employer's legal duty to exercise due diligence to ensure the company complies with its WHS obligations. The employer must continually and comprehensively make sure that the company keeps employees, contractors and visitors safe while they are at work.
- d) The employer must understand the hazards and risks of the business, make sure health and safety information is readily available and shared with employees and continuously improve the workplace safety management system.

- e) Employees must take reasonable care for their own health and safety, not do anything that would affect the health and safety of others at work and follow any reasonable health and safety instructions, policies and procedures from their employer.
- f) Employees are to work safely, ask if unsure on how to safely perform work, report injuries, unsafe and unhealthy situations to their supervisor or health and safety representative.
- g) Subject to relevant legislation and associated regulations, the Employer will continue to consult employees on matters concerning WHS in accordance with the Worksafe code of practice.

16 General Conditions

16.1 Employee Travel Passes

- a) 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:
 - (i) Whilst travelling between their home residence and their normal work location in association with rostered or overtime work; and/or
 - (ii) 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 3.5 for the performance of rostered or overtime work, training or other work-related activity.
- b) The working party will include employer, employee and union representation and will initially meet within twenty-eight days after approval of this Agreement by the Fair Work Commission to set an agreed timeframe for the consultative process to be completed.
- c) It is the intention of the parties that the working party process will take no longer than six months after commencement.
- d) Following the completion of the consultative process, the Company will make every effort to implement any agreed outcome of the Working Party which will not unreasonably be delayed.

16.2 Superannuation

- a) The legislated minimum superannuation guarantee is paid into an employee's fund of choice or Retirement Savings Account. A nominated fund or account must be legislatively compliant.

- b) Any legislated increases to the minimum superannuation guarantee will be applied. For the avoidance of doubt, superannuation is not included in any of the rates listed within this agreement.

16.3 Salary Sacrifice

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

16.4 Income Protection

- a) The Company will contribute up to nine dollars and twenty cents (\$9.20) per week for employee income protection insurance to a maximum of the average weekly earnings including overtime, allowances, shift loading and penalties of the employee. The Company will nominate the insurance scheme/fund to which the employee may elect to contribute.

16.5 Court Attendance

- a) An employee who has been notified to attend any court as witness, at the request of the Company or at the Coroner's Court in their official capacity in respect of the death of a person resulting from an accident involving a Company vehicle, shall be treated in respect of payment for time occupied as follows:
 - (i) 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 to the Court, Legal Branch or such other place as he/she may be instructed.
 - (ii) All time occupied from sign on until signing off after being discharged by the office in charge of the case is to be treated for the purpose of payment as time worked and is to be paid for the appropriate rate for the day.

16.6 Daylight Savings

- a) For employees working the changeover to or from daylight savings the following pay arrangements will apply:

- (i) When an additional hour is added to the shift length due to daylight savings the extra hour will be paid at overtime.
- (ii) Where an hour is subtracted from the shift due to daylight savings the hour not worked will be paid at ordinary time without penalties.

16.7 Attendance at Meetings

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

16.8 Supplementary Labour

- a) The Company acknowledges the importance of security of employment and will use direct employment as the preferred and predominant staffing option. The Company will not use supplementary labour, such as contractors or labour hire to undermine the terms and conditions of employment of employees under this Enterprise Agreement.
 - b) Prior to the engagement of supplementary labour the Company must undertake all reasonable steps to determine whether the work can be carried out by existing employees.
 - c) The Company will ensure that any contractors or labour hire are engaged on no less than the conditions as prescribed within this Agreement.
-

16.9 Uniforms

- a) Where required by the Company, the Company shall supply to the employee, free of charge, a distinctive uniform, coat, overalls or dress or, because of the nature of the work performed by the employee, suitable protective clothing. Such uniform or clothing shall remain the property of the Company and the current issue shall be returned to the Company in the event of the termination of the employment.
- b) Where a uniform, protective clothing or equipment is provided, it must be correctly worn or utilised while the employee is on duty.

- c) Employees will take reasonable care of uniforms, protective clothing or equipment which will remain at all times the property of the Company. Worn or defective items of uniform, protective clothing or equipment must be reported to the applicable supervisor so they can be repaired or replaced.
- d) The Company will replace uniforms, protective clothing and equipment on a 'fair wear and tear' basis.
- e) If the Company intends to make significant changes to uniforms and or protective clothing and equipment, it will undertake consultation in accordance with the provisions outlined in clause 13.1 of this Agreement.

17 Flexibility

17.1 Request for Flexible Working Arrangements

Employees may request change in working arrangements

- a) If:
 - (i) Any of the circumstances referred to in subsection 17.1 (b) apply to an employee; and
 - (ii) 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.

- (i) The following are the circumstances:
- (ii) the employee is the parent, or has responsibility for the care, of a child who is of school age or younger;
- (iii) the employee is a carer (within the meaning of the Carer Recognition Act 2010);
- (iv) the employee has a disability;
- (v) the employee is 55 or older;
- (vi) the employee is experiencing violence from a member of the employee's family;
- (vii) 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.

- b) To avoid doubt, and without limiting subsection 17.1 (a), an employee who:
 - (i) Is a parent, or has responsibility for the care, of a child; and
 - (ii) Is returning to work after taking leave in relations to the birth or adoption of the child;
 - (a) May request to work part-time to assist the employee to care for the child.
- c) The employee is not entitled to make the request unless:
 - (i) 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
 - (ii) for a casual employee--the employee:
 - (a) is a long term casual employee of the employer immediately before making the request; and
 - (b) has a reasonable expectation of continuing employment by the employer on a regular and systematic basis.

Formal Requirements

- d) The request must:
 - (i) be in writing; and
 - (ii) set out details of the change sought and of the reasons for the change.

Agreeing to the Request

- e) The employer must give the employee a written response to the request within 21 days, stating whether the employer grants or refuses the request.
- f) The employer may refuse the request only on reasonable business grounds.
- g) Without limiting what are reasonable business grounds for the purposes of subsection (5), reasonable business grounds include the following:
 - (i) that the new working arrangements requested by the employee would be too costly for the employer;
 - (ii) that there is no capacity to change the working arrangements of other employees to accommodate the new working arrangements requested by the employee;

- (iii) 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;
 - (iv) that the new working arrangements requested by the employee would be likely to result in a significant loss in efficiency or productivity;
 - (v) that the new working arrangements requested by the employee would be likely to have a significant negative impact on customer service.
- h) If the employer refuses the request, the written response under subsection (4) must include details of the reasons for the refusal.

17.2 Model Flexibility Term

- a) An employer and employee covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:
 - (i) the agreement deals with 1 or more of the following matters:
 - (a) arrangements about when work is performed;
 - (b) overtime rates;
 - (c) penalty rates;
 - (d) allowances;
 - (e) 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 (a); and
 - c) the arrangement is genuinely agreed to by the employer and employee.
 - (i) The employer must ensure that the terms of the individual flexibility arrangement:
 - (ii) are about permitted matters under section 172 of the Fair Work Act 2009; and
 - (iii) are not unlawful terms under section 194 of the Fair Work Act 2009; and
 - (iv) result in the employee being better off overall than the employee would be if no arrangement was made.
 - d) The employer must ensure that the individual flexibility arrangement:
 - (i) is in writing; and
 - (ii) includes the name of the employer and employee; and

- (iii) 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
- e) includes details of:
 - (i) the terms of the enterprise agreement that will be varied by the arrangement; and
 - (ii) how the arrangement will vary the effect of the terms; and
 - (iii) how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
 - (iv) states the day on which the arrangement commences.
- f) The employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- g) The employer or employee may terminate the individual flexibility arrangement:
 - (i) by giving no more than 28 days written notice to the other party to the arrangement;
or
 - (ii) if the employer and employee agree in writing — at any time.

18 Termination of Employment

18.1 Period of Notice

- a) The requisite period of notice of termination shall be in accordance with the NES.
- b) The employment of a full time or part time employee may be terminated, by either the Company or the Employee, 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

- c) Such notice may be given at any time. The Company may provide payment in lieu of some or all of the notice period.
- d) This shall not affect the right of the Company to dismiss an employee without notice in the case of an employee guilty of serious misconduct
- e) The company may dismiss without notice the employee at any time for serious misconduct and then shall be liable for payment up to the time of dismissal only.
- f) In addition to the notice in Subclause (b), 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 weeks' notice.
- g) 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.
- h) On termination, an employee shall return to the Company all uniforms, protective clothing, identity cards, vehicle keys, manuals, and all other property of the Company that has been issued to the employee.
- i) 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.

- j) The loading on accrued annual leave for the purpose of termination by the Company shall be paid out at the rate of seventeen and a half per cent (17.5%), except where an employee has been dismissed for misconduct, in which case no loading shall apply. Loading is payable only in respect of annual leave which has fallen due for each completed year of service (not pro-rata).
- k) Wages to the value of the period of notice required but not given may be retained or paid in lieu by the Company if the appropriate notice period is not given.

18.2 Abandonment of Employment

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

19 Redundancy

19.1 Redundancy Entitlements

- a) Redundancy pay is provided for in the NES.
- b) If, for any reason, the Company determines that it has too many permanent employees in any part(s) of the enterprise, and that it is unable to rely upon natural attrition to reduce workforce levels, the Company will consult with the employees' party to this Agreement.
- c) Employees in positions which the Company deems redundant may be offered redeployment within the Company where vacancies needing their competencies exist and if it is financially viable for the Company to redeploy.
- d) Those employees who are redeployed may be required to undertake training to refresh their competencies or develop new competencies relevant to the new position.
- e) An employee whose position has been made redundant will be provided with notice of termination as prescribed by clause 18 of this Agreement.

19.2 Redundancy Payments

- a) After one (1) year of service, an employee shall receive severance payment of four (4) weeks.
- b) After two (2) years of service, employees shall receive severance payment of three (3) weeks for every year of service or part thereof (pro rata) in voluntary/involuntary redundancy situations to a maximum of fifty two (52) weeks. Payments will be calculated on the relevant base wage.

Period of Continuous Service	Minimum Redundancy Pay
At least 1 year but less than 2 years	4 weeks
At least 2 years but less than 3 years	6 weeks
At least 3 years but less than 4 years	9 weeks
At least 4 years but less than 5 years	12 weeks
At least 5 years but less than 6 years	15 weeks
At least 6 years but less than 7 years	18 weeks
At least 7 years but less than 8 years	21 weeks
At least 8 years but less than 9 years	24 weeks
At least 9 years but less than 10 years	27 weeks
At least 10 years but less than 11 years	30 weeks
At least 11 years but less than 12 years	33 weeks
At least 12 years but less than 13 years	36 weeks
At least 13 years but less than 14 years	39 weeks
At least 14 years but less than 15 years	42 weeks
At least 15 years but less than 16 years	45 weeks
At least 16 years but less than 17 years	48 weeks
At least 17 years but less than 18 years	51 weeks
At least 18 years +	52 weeks

- c) Employees shall also receive payment for the following;
 - (i) Unused accrued annual leave;
 - (ii) Pro rata unused long service leave after five (5) years of continuous service.
- d) The above payments will not be offset against accumulated superannuation benefits.
- e) Temporary and casual employees will not be eligible for any redundancy payments.
- f) Procedures to give effect to this clause shall be develop in consultation with the Company and the Consultative Committee and staff.

19.3 Other Entitlements

- a) Employees shall also be entitled to receive the following in redundancy situations:
 - (i) Outplacement services, counselling and assistance, including:

- (a) Advice on all entitlements;
 - (b) Independent financial planning guidance;
 - (c) Assistance to plan lifestyle and career strategies;
 - (d) Assistance with job search techniques and interview skills.
- b) The Company shall arrange for the provision of the above service upon request as is most appropriate for each redundant employee.
- c) Employees are entitled to reasonable paid leave to attend job interviews.
- d) Any grievances associated with this clause shall be dealt with in accordance with clause 13.3 Dispute Resolution Procedure as contained in this Agreement.

20 Training

20.1 Induction and Orientation of New Employees

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

20.2 Training and Development

- a) The parties to this Agreement recognise that in order to optimise the efficiency, productivity and competitiveness of the Company, a commitment to training and skill development is required. Accordingly, the parties commit themselves to the following:
 - (i) Developing a highly skilled and flexible workforce based on the acquisition of skills as required by the Rail Safety National Law (NSW) 2012 and any associated Regulations or guidelines, or any future legislation, regulations, or guidelines related to the training and competence of the employees.

- (ii) Providing employees with competency based career opportunities through appropriate training to acquire additional skills.
- (iii) Ensuring no barrier to the utilisation of skills acquired are established.
- (iv) Following consultation with employees, the Company shall endeavour to develop a training program consistent with the following:
- (v) The current and future skill needs of the Company as may be identified through a training needs analysis.
- (vi) The size, structure and nature of the operations of the enterprise.
- (vii) The need to develop vocational skills relevant to the enterprise through courses conducted on the job or by accredited institutions and providers.
- (viii) In developing a training programme, the Company shall implement the following:
 - (ix) Disseminate information on the training programme and the availability of training courses and career opportunities to employees.
 - (x) Monitor and advise on the on-going effectiveness of the training.
 - (xi) Where the Company requires an employee to undertake training, the employee will be paid for the time spent in training and the costs associated with the training as follows:
 - (xii) If training is undertaken at the Company's request during ordinary working hours, the employee concerned shall not suffer any loss of ordinary pay.
 - (xiii) Any costs associated with standard fees for prescribed courses and prescribed textbooks (excluding those textbooks which are available in the Company's library) incurred in connection with the undertaking of training shall be reimbursed by the Company upon production of evidence of such expenditure. Provided that reimbursement shall also be on an annual basis, subject to the presentation of reports of satisfactory progress.
 - (xiv) Travel costs incurred by an employee undertaking training in accordance with this clause which exceed those normally incurred in travelling to and from work shall be reimbursed by the Company.
 - (xv) 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 is to be treated as time worked and paid for at ordinary time rates of pay and the provisions of clause 6 Overtime, shall not apply.

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

21 Employee Representation

21.1 Union Delegate

- a) The Company will recognise union delegates.
 - b) The Company 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.
 - c) Accordingly, the Company will allow delegates with reasonable time during working hours to perform the duties as listed below to:
 - (i) Represent members in bargaining;
 - (ii) Participate in consultation;
 - (iii) Consult with union members and other Employees for whom the delegate is a representative; and
 - (iv) Place union information on a union noticeboard in a readily accessible and visible location.
-
- d) For the purpose of the items listed in sub-clause 21.1 c) union delegates will be provided with reasonable access to relevant information, except for where deemed commercially sensitive.
 - e) Such work must not interfere with the union delegate's main duties as per their employment contract.
 - f) 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.
 - g) Where there is a conflict between the delegate's duties and their responsibilities as per their position, operational demands must take precedence.

21.2 Access to Facilities

- a) The Company 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.
- b) The Union shall provide a notice case for the display of authorised material in the workplace in a readily accessible location.
- c) The Company 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.

21.3 Union Meetings

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

21.4 Union Delegate Training

- a) 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.
- b) Such training is subject to the approval of the Company and should not be unreasonably withheld.
- c) 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.
- d) Attendance at training shall be paid, for each full day of union delegate training, at the base rate of pay, and does not count toward ordinary hours for the purpose of calculating overtime.
- e) Attendance at training shall count as service for all purposes of this Agreement.

21.5 Union Delegate Leave

- a) 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 Company.

22 Section Two – Operations Control Centre

22.1 Hours of Work

- a) The rostered working of Controllers involves ordinary shifts that exceed eight (8) hours. The definition of “Overtime” at clause 6.1 does not apply to Controller’s classifications. Controllers are entitled to the benefits of clause 6.1 only when they are required to work beyond their rostered ordinary shift.

22.2 Rates

- a) The rates of pay for all Controller positions are inclusive of morning, afternoon, Saturday and Sunday penalties as detailed at clause 7.1 (Shift Penalties) and clause 7.3 - 7.4 (Saturday and Sunday Penalties).
- b) The rates of pay for Controllers have been calculated based on rostered working that includes mornings, afternoons, Saturdays and Sundays.
- c) Controllers rostered to work on a public holiday shall be paid double time (200%).
- d) With the exception of clause 7.1 Shift Penalties, clause 7.5 Public Holiday Penalties and clause 7.3- 7.4 Saturday and Sunday Penalties, Controllers are entitled to the benefit of all other conditions in this Agreement.

22.3 Responsibilities

- a) Controllers are considered to be in a position of authority in the Company and are therefore are required to act accordingly.
- b) This includes, but is not limited to:
 - (i) Problem-solving and strategic thinking;
 - (ii) Reporting of incidents in written and verbal form to the relevant authorities;
 - (iii) Direction of employees where appropriate; and
 - (iv) Knowledge and application of relevant Company policy and procedure.
- c) These are not considered to be additional duties of the Controller.

22.4 Classifications & Grades

a) Trainee Controller

- (i) A Trainee Controller will be paid at the trainee rate until certified as competent to work in the control room. During this period the Trainee will gain experience in the position working in the role. The Trainee Controller will progress to the Grade 1 rate of pay on passing a competency assessment.

b) Controller

- (i) The Controller (OCC) controls all aspects of the day to day service delivery of the Sydney Light Rail Network to ensure safe secure and efficient operation.
- (ii) Part of their daily operation is utilising the operator consoles and ancillaries, closed circuit television, communications equipment and associated equipment.
- (iii) Twelve (12) months after the first certification as a Controller Grade 1 and following the successful completion of the annual competency recertification the employee will progress to the Controller Grade 2 rate of pay. Ongoing payment at this rate is subject to there being no repeated competency issues directly related to the position.

23 Section Three – Driving Operations

23.1 Breaks

- a) A CSELR Driver shall not be rostered for any longer than four and a half hours driving without a break.
- b) Permanent Full Time and Part Time CSELR Drivers shall be rostered for a paid meal break of thirty (30) minutes, to be taken between the third and fifth hours of duty.
- c) The Company recognises that from time to time CSELR Drivers may need to leave the vehicle whilst in Service to utilise bathroom amenities outside of allocated break times. Break times should be kept to a minimum and the CSELR Driver should comply with normal notification and security processes.
- d) Upon commencement of employment, a driver will be provided with a cooler bag and thermos for the purposes of taking breaks at places other than the main depot.
 - (i) The Company will replace these items on a 'fair wear and tear' basis.

23.2 Certification and Re-certification

- a) If a CSELR Driver is absent for 30 days or longer (including weekends) then they must, at a minimum, on their first shift back read and sign all safety alerts and/or notification. Upon recommencement of driving duties a CSELR Driver must be accompanied by a Trainer and/or Mentor Driver.
- b) If a CSELR Driver is absent or not driven for 365 days then they must, at a minimum, go through the full re-certification process. This includes general, technical and practical driver training, and completion of Trainee LRV Driver Log Book, or equivalent.

23.3 Permanent Part Time Drivers

- a) In addition to provisions detailed in clause 2.2, all hours worked over and above the issued roster will be paid as overtime in accordance with clause 6.1 of this agreement.

23.4 Classifications & Grades

- a) CSELR Driver

- (i) CSELR Drivers are responsible for operating the Light Rail Vehicles and transporting customers in a safe and efficient manner with due regard to the requirements of the National Rail Safety Laws 2012 (NSW).

24 Section Four – Customer Service and Revenue Protection

24.1 Classifications & Grades

a) Customer Service Officer- Minimum Duties

- (i) The Customer Service Officer is responsible for offering customers assistance, information and encouraging fare compliance.
- (ii) During planned or unplanned service disruptions, redirecting customers to replacement buses when delays or closures happen on the network.
- (iii) Deliver specific aid to customers with impairments or disabilities.

b) Authorised Officer- Minimum Duties

- (i) The Authorised Officer incorporates both customer service and revenue protection functions.
 - (ii) Providing customer service by delivering information to customers about service frequency, stops and destinations, nearby points of interest.
 - (iii) Revenue protection responsibilities involve checking fare compliance, educating non-compliant customers on their ticketing options, and when required Issuing official cautions or penalty infringement notices as per legislation.
-

c) Authorised Officer Supervisor - Minimum Duties

- (i) The Authorised Officer Supervisor duties incorporates all those functions of an Authorised Officer including mentor and supervisory responsibilities.

24.2 Breaks

- d) Permanent Full Time and Part Time Customer Service Officers shall be rostered for a paid meal break of thirty (30) minutes, to be taken between the third and fifth hours of duty.

25 Section Five – Trainers

25.1 Rates

- a) With the exception of clause 7.1 Shift Penalties and clause 7.3-7.4 Saturday and Sunday Penalties, Trainers are entitled to the benefit of all other conditions in this Agreement.

25.2 Classifications & Grades

- a) Trainer - Minimum Duties
 - (i) Trainer duties include developing, reviewing, implementing and delivering technical and non-technical training programmes for Sydney Light Rail.

26 Schedule 1 – Base Hourly Rates of Pay

- a) The following schedule provides for an increase of 3% from 1 November 2020, 3% from 1 November 2021 and 3% from 1 November 2022.

Driving Operations

Classification (paid M/B)	Commencement of Agreement	1 November 2020 3%	1 November 2021 3%	1 November 2022 3%
CSELR Driver Trainee (0-6 months)	\$29.00	\$29.87	\$30.77	\$31.69
CSELR Driver Grade 1 (6-12 months)	\$30.00	\$30.90	\$31.83	\$32.79
CSELR Driver Grade 2 (1-3 years)	\$32.00	\$32.96	\$33.95	\$34.97
CSELR Driver Grade 3 (3+ years)	\$35.00	\$36.05	\$37.13	\$38.24

Customer Service & Revenue Protection

Classification (paid M/B)	Commencement of Agreement	1 November 2020 3%	1 November 2021 3%	1 November 2022 3%
CSO Trainee (0-6 months)	\$21.00	\$21.63	\$22.28	\$22.95
CSO Grade 1 (6-12 months)	\$22.00	\$22.66	\$23.34	\$24.04
CSO Grade 2 (1-3 years)	\$25.00	\$25.75	\$26.52	\$27.32
CSO Grade 3 (3+ years)	\$28.24	\$29.09	\$29.96	\$30.86

Classification (Unpaid M/B)	Commencement of Agreement	1 November 2020 3%	1 November 2021 3%	1 November 2022 3%
Authorised Officer Trainee (0-6 months)	\$28.00	\$28.84	\$29.71	\$30.60
Authorised Officer Grade 1 (6-12 months)	\$29.00	\$29.87	\$30.77	\$31.69
Authorised Officer Grade 2 (1-3 years)	\$30.00	\$30.90	\$31.83	\$32.79
Authorised Officer Grade 3 (3+ years)	\$34.00	\$35.02	\$36.07	\$37.15
Authorised Officer Supervisor	\$36.00	\$37.08	\$38.19	\$39.34

Control Centre

Classification (Unpaid M/B)	Commencement of Agreement	1 November 2020 3%	1 November 2021 3%	1 November 2022 3%
Controllers Trainee (Up to Certification)	\$49.60	\$51.09	\$52.62	\$54.20
Controllers Grade 1 (Certification – 1 Year)	\$57.80	\$59.53	\$61.32	\$63.16
Controllers Grade 2 (1+ years)	\$58.80	\$60.56	\$62.38	\$64.25

Trainers

Classification	Commencement of Agreement	1 November 2020 3%	1 November 2021 3%	1 November 2022 3%
Trainers	\$50.40	\$51.91	\$53.47	\$55.07

27 Attachment 1: Notification of Dispute or Grievance

To: _____

Date: _____

I hereby give notice that I wish to invoke the dispute settlement process in clause 13.3 of the Transdev Sydney Light Rail Operations Agreement 2019. 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 (if known): _____

The reasons I wish to dispute the decision are:

Your Name: _____

Position: _____

Signed: _____

28 Signatories to this Agreement

Signed For

Transdev Sydney Light Rail Pty Ltd

ABN: 34096046052

Full Name

BRIGID SWEENEY

Signature



Position

CHIEF OFFICER LIGHT RAIL

Address

220 SANMUI ST, SYDNEY, 2009

Date

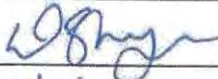
18/03/20

Witness to Signature

Full Name

WANGKOA BHAYANI

Signature



Date

18/3/2020

Signed For

Australian Rail Tram and Bus Industry Union,
New South Wales Branch

Full Name

Alexander Claassens

Signature

A. Claassens

Position

Branch Secretary

Address

4/321 Pitt St, Sydney, NSW, 2000.

Date

20-3-2020.

Witness to Signature

Full Name

TOBY WARNES

Signature



Date

20/3/2020

Annexure A

UNDERTAKINGS

AG2020/820 - Application by Transdev Sydney Pty Ltd T/A Transdev Sydney Pty Ltd

Transdev Sydney Pty Ltd (Transdev Sydney) hereby undertakes that for the purposes of approval of the Transdev Sydney Light Rail Operations Enterprise Agreement 2019:

1. **Clause 1.6** Notwithstanding the provision at clause 1.6 Transdev Sydney undertakes that the definition of 'Immediate Family' will include a former spouse, a former de facto partner and step-relations (eg. step parents and step-children) as well as adoptive relations.
2. **Clause 2.2 (a)** Notwithstanding Clause 2.2.(a), Transdev Sydney undertakes that a part-time employee under the Agreement is an employee who is engaged to work reasonably predictable hours of work less than 38 ordinary hours per week.
3. **Clause 2.2(d)** Notwithstanding clause 2.2 (d), Transdev Sydney undertakes that any changes to the roster pattern, hours of work, or start and finish times of a permanent part time employee will only occur in consultation with the affected employee and with their agreement. Any such variation agreed to by the affected employee will be recorded in writing and a copy provided to the employee.
4. **Clause 2.2(e)** Notwithstanding clause 2.2 (e), Transdev Sydney undertakes to pay part-time employees at overtime rates for any hours additional to those agreed between Transdev Sydney and the employee pursuant to clause 2.2(d), or any hours that are more than 38 hours in any week.
5. **Clause 2.4** Notwithstanding clause 2.4 Transdev Sydney undertakes to apply clause 10.6 of the Award in its entirety.
6. **Clause 10.1(f) and 10.3(b)** Notwithstanding clause 10.1(f) and 10.3(b), Transdev Sydney undertakes that a shiftworker, as defined by the Agreement, can accrue up to 10 weeks annual leave without the approval of management.
7. **Clause 10.5** Notwithstanding the provisions at Clause 10.5, Transdev Sydney undertakes that:
 - a. each cashing out of a particular amount of paid annual leave will be the subject of a separate agreement;

- b. the agreement will state:
 - i. the amount of leave to be cashed out and the payment to be made to the employee for it;
 - ii. the date on which the payment is to be made;
 - c. the agreement will be signed by Transdev Sydney and employee and, if the employee is under 18 years of age, by the employee's parent or guardian; and
 - d. this clause will operate subject to an employee having a remaining accrued entitlement to paid annual leave being less than 4 weeks, in accordance to section 93(2) of the Act.
8. **Clause 10.6** Notwithstanding the provisions at clause 10.6, Transdev Sydney undertakes that for the purposes of the NES, a 'day' of personal/carer's leave is the portion of a 24 hour period that an employee would otherwise be working. An employee is entitled to take a full day or a part day of personal/carer's leave and the number of hours taken will be deducted from the employee's leave balance.
9. **Clause 10.7(e)** Notwithstanding the provisions at clause 10.7(e), Transdev Sydney undertakes that an employee will only be required to provide evidence that would satisfy a reasonable person that the employee was unable because of illness or injury to attend for duty on a day or days for which sick leave is claimed.
10. **Clause 17.1** Notwithstanding the provisions at clause 17.1, Transdev Sydney undertakes to discuss any request for flexible working arrangements with the employee and genuinely try to reach agreement on a change in working arrangements that will reasonably accommodate the employee's circumstances. If agreement cannot be reached the written response will state whether there are any other changes that can be offered to the employee and what those changes are.
11. **Clause 18.2** Transdev Sydney undertakes that it will not apply Clause 18.2. An employee deemed to have abandoned their employment, will be provided notice in accordance with section 117 of the Act.
12. **Clause 18.1 (j)** Notwithstanding the provisions at Clause 18.1(j), Transdev Sydney undertakes that when the employment of an employee ends for any reason (including misconduct) and the employee has a period of untaken paid annual leave, this will be paid as if the employee had taken that period of leave, inclusive of annual leave loading, and otherwise in accordance with section 90(2) of the Act.
13. **Clause 19.1(c)** Notwithstanding the provision at clause 19.1(c) Transdev Sydney undertakes to apply the definition of redundancy in s.119 of the Act.

Transdev Sydney also undertakes to only redeploy redundant employees where it is reasonable in all of the circumstances.

14. **Clause 26, Schedule 1** Notwithstanding Clause 26, Schedule 1; Transdev Sydney undertakes to increase the hourly rate of the following classifications to ensure that employees' are not worse off when compared to the Award:

- a. Trainee Customer Service Officer (currently \$21.03)
- b. Casual Trainee Customer Service Officer
(currently \$21.91 plus 20% casual loading)
- c. Casual Grade 1 Customer Service Officer
(currently \$22.44 plus 20% casual loading)

15. Transdev Sydney undertakes that should any provision of the Enterprise Agreement be interpreted in a manner that is less beneficial than the NES and/or the Act, then the NES and/or the Act shall apply.

These undertakings are taken to be terms of the Enterprise Agreement.



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Waheeda Bhayani
Head of People & Culture NSW & QLD Bus and Light Rail
Transdev Sydney Pty Ltd