



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Transit Systems West Services Pty Ltd T/A Transit Systems West Services
(AG2024/2234)

TRANSIT SYSTEMS ADMINISTRATIVE AND OPERATIONS EMPLOYEES ENTERPRISE AGREEMENT REGION 6 2023

Passenger vehicle transport (non rail) industry

DEPUTY PRESIDENT SAUNDERS

NEWCASTLE, 17 JULY 2024

*Application for approval of the Transit Systems Administrative and Operations Employees
Enterprise Agreement Region 6 2023*

[1] An application has been made for approval of an enterprise agreement known as the *Transit Systems Administrative and Operations Employees Enterprise Agreement Region 6 2023 (Agreement)*. The application was made pursuant to section 185 of the *Fair Work Act 2009 (Act)*. The Agreement is a single enterprise agreement.

[2] The Employer has provided written undertakings (*Undertakings*). A copy of the Undertakings is attached in Annexure A to this decision. I am satisfied that the effect of accepting the Undertakings is not likely to:

- (a) cause financial detriment to any employee covered by the Agreement; or
- (b) result in substantial changes to the Agreement.

[3] The views of each person who the Fair Work Commission knows is a bargaining representative for the Agreement have been sought in relation to the Undertakings.

[4] Pursuant to subsection 190(3) of the Act, I accept the Undertakings. The Undertakings are taken to be a term of the Agreement.

[5] Subject to the Undertakings, I am satisfied that each of the requirements of sections 186, 187, 188 and 190 of the Act as are relevant to this application for approval have been met.

[6] The Agreement is approved and, in accordance with section 54 of the Act, will operate from 24 July 2024. The nominal expiry date of the Agreement is 16 July 2028.

[7] The Australian Rail, Tram and Bus Industry Union, being a bargaining representative for the Agreement, has given notice to the Fair Work Commission that it wants the Agreement to cover it. In accordance with s 201(2) of the Act, I note that the Agreement covers the Australian Rail, Tram and Bus Industry Union.



DEPUTY PRESIDENT

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Annexure A

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|  | <p>TELEPHONE 02 9115 7112</p> <p>EMAIL hr@transitsystems.com.au</p> <p>WEBSITE transitsystems.com.au</p> |
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FWC Matter No.:
AG2024/2234

Applicant:
Transit Systems West Services Pty Ltd

Section 185 – Application for approval of a single enterprise agreement

I, Lisa Rebeiro – General Manager People and Culture for Transit Systems West Services Pty Ltd give the following undertakings with respect to the Transit Systems Administrative and Operations Employees Enterprise Agreement Region 6 2023 ("the Agreement"):

I have the authority given to me by Transit Systems West Services Pty Ltd to provide this undertaking in relation to the application before the Fair Work Commission.

1. Definition of a shift worker for the purposes of the National Employment Standards (NES)

Transit Systems West Services Pty Ltd undertakes that for the purpose of the NES a shiftworker is as defined by clause 4.17 of this agreement.

"Shift Worker" or "Shift Work" means an Employee whose roster requires them to regularly work on Saturdays, Sundays and Public Holidays. To avoid confusion 'regularly work' means 22 Saturdays, 22 Sundays and 5 public holidays in a calendar year. Transit Systems will not artificially or deliberately manipulate shift patterns to avoid their obligations regarding the conditions/ remuneration of shift workers.

2. Clause 19.12 of the Agreement provides that casuals are "paid by the hour at the appropriate rate for that classification and receive a 25% loading which will be in lieu of Agreement entitlements to overtime and paid leave."

Transit Systems West Services Pty Ltd undertakes that for the purpose of the NES, the rates of overtime applied to casuals will be as follows:

Monday – Saturday (First 2 hours) – 175%
Monday - Saturday (After 2 Hours) – 225%
Sunday – All Day – 225%
Public Holiday – All Day – 275%

These undertakings are provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.


Signature

9/07/2024
Date

Transit Systems West Pty Ltd ABN 78 651 745 9200 PO Box 225, Leichhardt NSW 2110 Australia

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

**TRANSIT SYSTEMS ADMINISTRATIVE AND OPERATIONS EMPLOYEES
ENTERPRISE AGREEMENT REGION 6 2023**

AGREEMENT

**TRANSIT SYSTEMS ADMINISTRATIVE AND OPERATIONS EMPLOYEES
ENTERPRISE AGREEMENT REGION 6 2023**

APPLICATION AND OPERATION OF AGREEMENT

1. Title

- 1.1 This Agreement may be cited as the "Transit Systems Administrative and Operations Employees Enterprise Agreement Region 6 2023" ("the Agreement").

2. Arrangement

- 2.1 This Agreement is arranged as follows:

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3. Facilitative. Provisions

- 3.1 This Agreement contains facilitative provisions, which allow agreement(s) to be reached between the employer and employees on how specific Agreement provisions are to apply at the workplace level.
- 3.2 Facilitative provisions are not to be used as a device to avoid Agreement obligations nor should the provisions result in unfairness to an Employee or Employees covered by this Agreement. The facilitative provisions are identified below:
- (40). Make Up Time
 - (49). Overtime
 - (50). Time Off in Lieu of Overtime
 - (54). Time Off Between Shifts

4. Definitions

In this Agreement:

- 4.1 **The relevant Award** shall refer, where applicable, to either the Passenger Vehicle Transportation Award 2020 or the Clerks Private Sector Award 2020.

In this Agreement, except to the extent that the Agreement provides for a similar or same provision as the Award, the Award, with respect to its coverage of the specific classifications set out in Schedule A only, shall apply. In the event of any further variations to the Award, which provide a greater benefit to the employees, then any such specific clause/s shall be incorporated into this Agreement.

- 4.2 **The Agreement** means the "Transit Systems Administrative and Operations Employees Enterprise Agreement Region 6 2023".

- 4.3 **"ADO"** means Additional Day Off earned by a transferred employee as the result of an arrangement whereby the officer, in the case of an Officer who works 38 hours per week, works an additional 24 minutes per day over 19 days and, in the case of an Officer who works 35 hours per week, an additional 22 minutes per day over 19 days.

- 4.4 **"FWC"** means the Fair Work Commission.

- 4.5 **"Casual Employee"** shall mean an employee, as defined in section 15A of the Act or as otherwise amended by the Act.

- 4.6 **"Continuous Service"** means continuous employment with the Employer under a contract of service excluding any period of:

- (a) unauthorised Leave Without Pay;
- (b) unpaid Sick Leave which exceeds three months; and
- (c) authorised Leave without Pay, of any type, which exceeds three months.

- 4.7 Subject to 4.8 (a) **"Employee"** means, persons employed by the "Employer" who are:

- Based in depots located in Greater Sydney Bus Contract Region 6; and
- Are engaged in positions contained in Schedule C of this Agreement.

To avoid confusion this excludes Transit Systems Corporate employees and employees whose responsibilities extend beyond Region 6 to New South Wales wide.

- 4.8 Where the term **"Employee"** appears in this Agreement, it will mean all administrative and operations employees employed as Officers of the Employer;

- 4.9 **"Employer"** or **"Transit Systems"** means Transit Systems.

- 4.10 **"Act"** means the *Fair Work Act 2009 (Cth)*.

- 4.11 **"Parties"** means Transit Systems West Services Pty Ltd ('Employer') and the Australian Rail, Tram

and Bus Industry Union (NSW Branch) ('RTBU').

4.12 **"Part-Time Employment"** has the meaning given that term by virtue of sub-clause 19.3 of this Agreement.

4.13 **"Personal Leave"** has the meaning given that term by clause 25 of this Agreement and includes personal Sick Leave, Carers' Leave and Compassionate/bereavement Leave.

4.14 **"Purchased Leave"** has the meaning given that term by clause 36.

4.15 **"Picnic Day"** means an annual picnic event which requires those who attend to provide a ticket to support their attendance.

4.16 **"Public Holiday"** means:

- (a) New Year's Day;
- (b) Australia Day;
- (c) Good Friday;
- (d) Easter Saturday;
- (e) Easter Monday;
- (f) Anzac Day;
- (g) Sovereign's Birthday;
- (h) Labour Day;
- (i) Christmas Day;
- (j) Boxing Day; and
- (k) any day which is gazetted or proclaimed as a Public Holiday in the state of New South Wales in substitution for, or in addition to, any of the days listed in (a) to (j) above.

4.17 **"Shift Worker"** or **"Shift Work"** means an Employee whose roster requires them to regularly work on Saturdays, Sundays and Public Holidays. To avoid confusion 'regularly work' means 22 Saturdays, 22 Sundays and 5 public holidays in a calendar year. Transit Systems will not artificially or deliberately manipulate shift patterns to avoid their obligations regarding the conditions/ remuneration of shift workers.

4.18 **"Transferred Employees"** means all former State Transit Authority employees who transferred on 1 July 2018 under the general terms of the *State Transit Senior and Salaried Officers' Enterprise (State) Award 2018*.

4.19 **"Non-Transferred Employees"** means all Transit Systems employees who are not Transferred Employees and are currently employed under common law contracts incorporating National Employment Standards (NES).

4.20 **"Workplace Delegate"** is a person appointed or elected in accordance with the rules of the organisation to be a delegate or representative (however described) for members of the organisation who are employees of the Company/ Employer.

5. Parties Bound

5.1 This Agreement shall be binding on the following parties and classes of persons:

- the Employer;
- the Australian Rail, Tram and Bus Industry Union (NSW Branch) ('RTBU');
- all Employees of the Employer engaged in the positions contained in Schedule C of this Agreement as described in sub-clause 4.7.

5.2 This Agreement shall operate to the exclusion of any and all other industrial instruments, including but not limited to enterprise agreements and modern awards that might otherwise apply, or State Awards that applied in the past, to Employees. In the event of any further variations to the relevant Award, which provide a greater benefit to the employees, then any such specific clause/s shall be incorporated into this Agreement.

5.3 It is a term of this Agreement that the Employees covered by this Agreement shall have their conditions

maintained to not less than those prescribed in the National Employment Standards (NES). Should any provision of this Agreement be interpreted in a manner that is less beneficial than or inconsistent with the NES, then the corresponding term of the NES shall apply to the extent of the inconsistency.

6. Legislated Minimum Standards

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

7. No Extra Claims

- 7.1 The parties agree that, during the term of this Agreement, there will be no extra wage claims, claims for improved conditions of employment or demands made with respect to the Employees covered by the Agreement and, further, that no proceedings, claims or demands concerning wages or conditions of employment with respect to those Employees will be instituted before the FWC or any other industrial tribunal.
- 7.2 The terms of the preceding paragraph do not prevent the parties from taking any proceedings with respect to the interpretation, application or enforcement of existing Agreement provisions.

8. Area, Incidence and Duration

- 8.1 This Agreement shall take effect seven days after approval by the Fair Work Commission and rescinds and replaces the copied State Transit Authority Senior and Salaried Officers' Enterprise (State) Award 2018. Agreement in accordance with section 54 (1) Act.
- 8.2 The Nominal Expiry Date of this Agreement is four years after the Fair Work Commission approves the Agreement and is 7 days after such approval, in accordance with section 54 (1) of the Act.
- 8.3 The parties will commence negotiations for the next Agreement six months prior to the nominal expiry date of this Agreement.

9. Anti-Discrimination

- 9.1 It is the intention of the parties to this agreement to prevent and eliminate discrimination on the basis of race, colour, gender, sexual preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction, or social origin.
- 9.2 Accordingly, in fulfilling their obligations under clause 16 "Dispute Resolution Procedure", the parties must make every endeavour to ensure that neither the agreement provisions nor their operation is directly or indirectly discriminatory in their effects.
- 9.3 Nothing in this Clause is taken to affect any different treatment (or treatment having different effects), which is specifically exempted under the Commonwealth anti-discrimination legislation.

WAGES, ALLOWANCES AND RELATED MATTERS

10. Wage Increases

- 10.1 The pay rates as of the 1st of July 2023 are set out in Schedule 1.
- 10.2 Transport for New South Wales (TfNSW) maintains an index of movements in wage levels in comparative industries ("TfNSW WPI Index"). This is currently the ABS Labour Price Index, Total Hourly Rates of Pay (excluding bonuses), Private and Public: Transport, postal, and warehousing (A2603469T). This index may be replaced by a similar index during the course of this EA. Should this index return a negative figure, pay rates will not be reduced.

- 10.3 The rates arrived at under clause 10.1 will increase by the percentage difference in the "TfNSW WPI Index" from the March Quarter of 2023 to the March Quarter of 2024 or 3.00%, whichever is greater and will be applied to the wage and allowance from the first full pay cycle after 1st July 2024.
- 10.4 The rates arrived at under clause 10.3 will increase by the percentage difference in the "TfNSW WPI Index" from the March Quarter of 2024 to the March Quarter of 2025 or 3.00%, whichever is greater and will be applied to the wage and allowance rates (except for the High-Capacity Allowance for Transferring employees) from the first full pay cycle after 1st July 2025.
- 10.5 The rates arrived at under clause 10.4 will increase by the percentage difference in the "TfNSW WPI Index" from the March Quarter of 2025 to the March Quarter of 2026 or 3.00%, whichever is greater and will be applied to the wage and allowance rates (except for the High-Capacity Allowance for Transferring employees) from the first full pay cycle after 1st July 2026.

**The March Quarter index. ABS Quarterly Wage Price Index Cat. 6345 Table 5b (Private and Public: Transport. Postal and warehousing)*

11. Industry Allowance (Transferred employees only)

- 11.1 During the life of this Agreement the industry allowance rates will only apply for Transferred employees. Allowance rate is as listed in Schedule B.

12. Payment of Wages

The Employer will affect the payment of all Employee wages, salaries and allowances by electronic transfer of funds into financial institution accounts (Banks, Credit Unions and Building Societies) as nominated by Employees and will continue to do so for the life of this Agreement.

13. Superannuation

- 13.1 Superannuation legislation, including the *Superannuation Guarantee (Administration) Act 1992* (Cth), *Superannuation Industry (Supervision) Act 1993* (Cth) and the *Superannuation (Resolution of Complaints) Act 1993* (Cth), as amended from time to time (**Superannuation Legislation**), deal with superannuation rights and obligations.
- 13.2 The Employer will make superannuation contributions (**Compulsory Contributions**) in accordance with Superannuation Legislation to any superannuation fund (as defined in the Superannuation Legislation (**Fund**) chosen by the Employee.
- 13.3 An Employee choosing a Fund, other than the Default Fund (Aware Super) will be required to furnish sufficient evidence to the Employer to determine that the chosen Fund meets the requirements of Superannuation Legislation as amended from time to time.
- 13.4 An Employee may elect, subject to the agreement of the Employer, to salary sacrifice on a pre-tax basis a specific amount of their base wage paid under this Agreement to additional superannuation payments. Such an election must be made in writing by the Employee, addressed to the Employer, and shall specify a fixed dollar amount.
- 13.5 Any salary sacrifice arrangement entered into by an Employee under this clause is subject to applicable taxation and Superannuation Legislation as amended from time to time.
- 13.6 Employees are responsible for seeking their own independent financial advice with respect to salary sacrifice arrangements.
- 13.7 Where an Employee does not inform the Employer of their superannuation fund, or an Employee is not a member of a superannuation fund at the time they commence employment with the Employer, the Employer will make contributions to the Aware Super fund.

14. Salary Sacrifice

- 14.1 Notwithstanding the wages prescribed in this Agreement, an Employee other than a temporary or casual may elect, subject to the agreement of the Employer, to sacrifice a portion of the base wage payable under this Agreement to additional employer superannuation contributions. Such election must be made prior to the commencement of the period of service to which the earnings relate.

14.2 Where an Employee has elected to sacrifice a portion of that payable wage to additional Employer superannuation contributions:

- 14.2.1. Subject to Australian taxation law, the sacrificed portion of wage will reduce the wage subject to appropriate PAYG taxation deductions by the amount of that sacrificed portion; and
- 14.2.2. Any allowance, penalty rate, payment for unused leave entitlements, weekly workers' compensation or other payment, other than any payments for leave taken in service, to which an Employee is entitled under the Agreement, Act or statute which is expressed to be determined by reference to an Employee's wage, shall be calculated by reference to the wage which would have applied to the Employee under this Agreement in the absence of any salary sacrifice to superannuation made under this Agreement.

14.3 The Employee may elect to have the portion of payable wage, which is sacrificed to additional Employer superannuation contributions:

- 14.3.1. Paid into the superannuation scheme established under the *First State Superannuation Act* 1992 as optional employer contributions; or
- 14.3.2. Subject to the Employer's agreement, paid into a private sector complying superannuation scheme as employer superannuation contributions.

14.4 Where an Employee elects to salary sacrifice in terms of sub-clause 14.3, the Employer will pay the sacrificed amount into the relevant superannuation fund.

14.5 Where the Employee is a member of a superannuation scheme established under:

- the *Superannuation Act* 1916;
- the *State Authorities Superannuation Act* 1987;
- the *State Authorities Non-contributory Superannuation Act* 1987; or
- the *First State Superannuation Act* 1992;

the employer must ensure that the amount of any additional Employer superannuation contributions specified in sub-clause 14.3 is included in the Employee's superannuable salary, which is notified to the New South Wales public sector superannuation trustee corporations.

14.6 Where, prior to electing to sacrifice a portion of his/her salary to superannuation, an Employee had entered into an agreement with the Employer to have superannuation contributions made to a superannuation fund other than a fund established under legislation listed in sub-clause 14.5, the Employer will continue to base contributions to that fund on the base wage payable under this Agreement the same extent as applied before the Employee sacrificed portion of that salary to superannuation. This clause applies even though the superannuation contributions made by the Employer may be in excess of superannuation guarantee requirements after the salary sacrifice is implemented.

15. Uniform

- 15.1 Initial uniform to be provided by the employer as per the schedule B Allowances.
- 15.2 Company Uniforms will be replaced on a '*Fair Wear and Tear*' basis.

COMMUNICATION AND DISPUTE RESOLUTION

16. Dispute Settlement Procedure

- 16.1 Both the Employer and the Employees agree that as the service provided by Transit NSW is an essential community service and that any disruption to the service could impact the safety and security of the Employer's customers, it is not in any party's or the community's interest that there are any disruptions to the normal provision of services, despite any disagreement that may arise.
- 16.2 For the avoidance of doubt this procedure applies in relation to any dispute arising out of this agreement, the employment relationship or in relation to the NES.

- 16.3 In the event of a grievance or dispute arising at work an Employee shall discuss the matter with their Manager.
- 16.4 In the event that the issue remains in dispute the Employee and their chosen representative will discuss the matter with their manager.
- 16.5 In the event that the issue continues to be in dispute the Employee may choose to refer the matter to Union/support person. The organiser will discuss the issue with the Area Manager or Managing Director.
- 16.6 If no negotiated settlement can be achieved and the process is exhausted without resolution, the parties shall jointly or individually refer the matter to the Fair Work Commission where the parties shall use their best endeavours to resolve the matter by conciliation.
- 16.7 If the Fair Work Commission is unable to resolve the dispute at the first stage, the Fair Work Commission may then arbitrate the dispute and make a determination that is binding on the parties. If the Fair Work Commission arbitrates the dispute it must take into consideration the aims and objectives as set out in sub-clause (a) above as the primary consideration in making any binding determination.

Note: If the Fair Work Commission arbitrates the dispute, it may use the procedural powers that are available to it under the Act.
- 16.8 The decision of the Fair Work Commission will be binding on the parties subject to the following:
 - 16.8.1. There shall be a right of appeal to a Full Bench of the Fair Work Commission against the decision, which must be exercised within 21 days of the decision being issued or within such other time as the Full Bench may allow.
- 16.9 While the above procedure is being followed and until the matter is resolved by agreement, conciliation or arbitration, work will continue in accordance with the status quo, that is work shall continue normally without interruption.
- 16.10 To avoid doubt, an Employee is entitled to have a representative of their choice in relation to the procedures set out in clause 16.4 to clause 16.6 above.

17. Major Change and Consultation

- 17.1 This clause applies if the Employer:
 - 17.1.1. 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
 - 17.1.2. proposes to introduce a change to the regular roster or ordinary hours of work of Employees.
- 17.2 Major change
For a major change referred to in clause 17.1:
 - 17.2.1. the employer must notify the relevant Employees in writing of the decision to introduce the major change; and
 - 17.2.2. sub clauses 17.3 to clause 17.9 apply.
- 17.3 The relevant Employees may appoint a representative for the purposes of the procedures in this term.
- 17.4 If:
 - 17.4.1. a relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation; and
 - 17.4.2. the Employee or Employees advise the Employer of the identity of the representative,
 - 17.4.3. the Employer must recognise the representative.
- 17.5 As soon as practicable after making its decision, the Employer must:

- 17.5.1. discuss with the relevant Employees:
 - 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
- 17.6 for the purposes of the discussion—provide, in writing, to the relevant Employees:
 - 17.6.1. all relevant information about the change including the nature of the change proposed; and
 - 17.6.2. information about the expected effects of the change on the Employees; and
 - 17.6.3. any other matters likely to affect the Employees.
- 17.7 However, the Employer is not required to disclose confidential or commercially sensitive information to the relevant Employees.
- 17.8 The Employer must give prompt and genuine consideration to matters raised about the major change by the relevant Employees.
- 17.9 If a term in this EA provides for a major change to production, program, organisation, structure, or technology in relation to the enterprise of the Employer, the requirements set out in clause 17.2.1 and sub clauses 17.3 and 17.5 are taken not to apply.
- 17.10 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) a 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.
- 17.11 Change to the regular roster or ordinary hours of work
 - 17.11.1. For a change referred to in clause 17.1.2:
 - i. the Employer must notify the relevant Employees of the proposed change; and
 - ii. sub clauses 17.11 to 17.15 apply.
- 17.12 The relevant Employees may appoint a representative for the purposes of the procedures in this term.
- 17.13 If:
 - 17.13.1. a relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation; and
 - 17.13.2. the Employee or Employees advise the Employer of the identity of the representative;
 - the Employer must recognise the representative.

- 17.14 As soon as practicable after proposing to introduce the change, the Employer must:
- 17.14.1. discuss with the relevant Employees the introduction of the change; and
 - 17.14.2. for the purposes of the discussion, provide to the relevant Employees:
 - i. all relevant information about the change, including the nature of the change; and
 - ii. information about what the employer reasonably believes will be the effects of the change on the Employees; and
 - iii. information about any other matters that the employer reasonably believes are likely to affect the Employees; and
 - iv. 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).
- 17.15 However, the Employer is not required to disclose confidential or commercially sensitive information to the relevant Employees.
- 17.16 The Employer must give prompt and genuine consideration to matters raised about the change by the relevant employees.
- 17.17 In this term:
- 'relevant employees'*; means the employees who may be affected by a change referred to in clause 17.1.

18. Rights of Union Delegates

- 18.1 For the purposes of:
- ensuring compliance by the parties with the terms of this Agreement; and
 - facilitating discussions concerning matters pertaining to the employment relationship between the Employer and Employees covered by this Agreement, and their representatives:
- 18.1.1. an Employee elected or appointed as a delegate will, upon notification to the Employer, be recognised as the Accredited Representative of the Union to which they belong;
 - 18.1.2. an Accredited Delegate shall be allowed the necessary time during working hours to consult with the Employer or its representative on matters affecting Employees;
 - 18.1.3. subject to the prior approval of the Delegate's supervisor, an Accredited Delegate shall be allowed a reasonable period of time during working hours to consult with individual members regarding matters affecting them or to consult with other Delegates;
 - 18.1.4. the general nature of the matters affecting Employees and the probable time of absence should be indicated to the Manager;
 - 18.1.5. Employee representatives (including accredited delegates) who request to attend dispute resolution training will be released from duty without loss of pay for ordinary hours for up to five days per annum (this does not accrue from year to year) to attend such training subject to the following:
 - The request to attend training is in writing to the Senior Manager of People and Culture NSW and Area Manager,
 - Attendance at such training is subject to operational requirements;
 - All costs associated with such training are borne by the employee representative;
 - The Union will periodically supply a list of Delegates and contact numbers to the Senior Manager of People and Culture NSW and Area Manager.

- 18.1.6 Notwithstanding the above, Workplace Delegates Rights shall be as defined in Part 7, Division 1 of the Act. In this regard this Agreement shall include any model delegates' rights clause added to the Award by the Fair Work Commission from the date such clause takes effect.

EMPLOYMENT RELATIONSHIP

19. Types of Employment

Full Time Employees

- 19.1 A Full-Time Employee is an Employee other than a Casual or Part-Time Employee employed to work the minimum ordinary hours applicable to that classification as prescribed in this Agreement.
- 19.2 See Sub Clause 48.1 for the prescribed ordinary hours.

Part-Time Employees

- 19.3 A Part-Time Employee is one employed to work fewer ordinary hours as prescribed in Sub Clause 48.1, performing duties of the same classification and grade as a full-time employee.
- 19.4 The number of hours worked shall not be less than three hours per day.
- 19.5 Upon commencement of employment the work arrangement shall be subject to a Part-Time Work Agreement between the Employer and the Employee, which includes but is not limited to the numbers of hours to be worked by the Employee, the days on which they will be worked and the commencing and finishing times for work. Variations to the Part-Time Work Agreement may be made by consent and in writing, between the Employer and the Employee from time to time.
- 19.6 Except in cases of exceptional circumstances, Part-Time Employees shall not be required to work beyond their rostered hours.
- 19.7 Where an Employee is requested to work beyond their rostered hours, such work shall not be performed without the genuine consent of the Employee.
- 19.8 All time worked in excess of the hours as mutually arranged will be overtime and paid for at the rate prescribed in this Agreement.
- 19.9 A Part-Time Employee shall be entitled to receive the same Annual Leave, Annual Leave loading, Long Service Leave and other Agreement benefits as those provided for Full-Time Employees in the same classification and grade on a pro rata basis. In relation to expense related allowances, the Part-Time Employee will receive entitlements specified in the relevant clauses of this Agreement.

Casual Employees

- 19.10 A Casual Employee is engaged to work on an hourly or daily basis.
- 19.11 Casual employees will have a minimum engagement of three hours.
- 19.12 Where staff shortages are of a short duration, Casual Employees may be employed to cover such absences. Such Employees shall be paid by the hour at the appropriate rate for that classification and receive a 25% loading which will be in lieu of Agreement entitlements to overtime and paid leave.
- 19.13 A Casual Employee shall be notified at the end of the day if their services are not required on the next working day.
- 19.14 A casual employee has a right to request casual conversion in accordance with the Award and in

accordance with Division 4A of Part 2 -2 of the Act (Offers and Requests for casual conversion), or as otherwise amended.

Workplace Delegates

- 19.15 Workplace Delegates' Rights shall be as defined in Part 7, Division 1 of the Act. In this regard this Agreement shall include any model delegates' rights clause added to the Award by the Fair Work Commission from the date such clause takes effect."

20. Managing Sick Leave Related Absences

- The parties have agreed to implement a range of strategies to reduce average sick leave levels for Employees covered under this Agreement and have committed to achieving the following agreed target levels of a maximum of 6 days.

21. Absence Management Procedures

21.1 Commitment to Reduction in Sick Leave Levels.

- i. The Parties to this Agreement are committed to ensuring Transit Systems, as a business, remains competitive and achieves industry best practices in a range of areas. One such area is the need to reduce the costs associated with unacceptable average sick leave levels.
 - ii. To ensure that sick leave levels are reduced to an average of six days per annum or less, the Parties have agreed to implement stringent procedures for the management of employee absence relating to personal illness and injury.
 - iii. It is accepted that the following provisions will place the Parties to this Agreement, including all Employees covered by the Agreement, under strict obligations to effectively manage employee absence in order to achieve the targeted reduction in sick leave. To that end, the employees will work co-operatively with Transit Systems and its managers to ensure the implementation and success of the Absence Management Procedures outlined in this clause.
- b. Medical Examination, the Role of the Transit Systems nominated company representative and Employee Obligations.
- i. An employee reporting any unplanned absences, arising from personal illness or injury, may be contacted by a nominated company representative on the first or any subsequent day of the unplanned absence. The company representative will discuss with the employee, the circumstances of the unplanned absence including appropriate medical referrals and likely date of return to work.
 - ii. If the employee cannot be contacted by the Company representative, the employee will be required to provide an explanation regarding why they were unable to be contacted. Where no satisfactory explanation is provided, paid leave will not be approved, and disciplinary action may be commenced against the employee for unauthorised absence.
 - iii. If directed by Transit Systems, an employee must attend an examination by a Transit Systems Nominated Doctor located within a reasonable travelling distance from the employee's home, at any time. A Transit Systems Doctor may include a specialist. This may occur where:
 - i. an employee has an unplanned absence arising from a personal illness or injury;
 - ii. the employee has been placed on an absence management program; and/or
 - iii. there are reasonable grounds to doubt the genuineness of the absence where it relates to personal illness or injury.
 - iv. Where an employee is required to attend a Transit Systems nominated Doctor for medical examination, the Transit Systems Nominated Doctor will determine whether or not the employee is fit for their normal duties.
 - v. Where a Transit Systems Nominated Doctor examines an employee and determines that the employee is fit for their normal duties, no paid leave will be payable, and the employee may be directed by Transit Systems to attend to work.

- vi. Where an employee who has been directed to attend for work following examination by a Transit Systems Nominated Doctor, fails to do so, the employee will:
 - i. have any paid leave withheld;
 - ii. be considered to be on unapproved leave until any relevant medical reports have been considered; and
 - iii. may be subject to disciplinary action.
- c. Managing Employees with Unacceptable Attendance Patterns - Absence Management Programs.
- i. An employee with an unacceptable attendance pattern may be placed on an Absence Management Program (AMP). In administering AMP letters, there is absolutely no intention by Transit Systems to place undue pressure on any employee in genuine need of sick leave.
 - ii. Unacceptable Attendance Pattern means any pattern of unplanned absence, which the employee's manager, on reasonable grounds, believes warrants the employee being placed on an absence management program, and includes:
 - i. failure to comply with any aspect of Transit Systems policies, or an obligation imposed under the provisions of this clause;
 - ii. failure to produce a medical certificate or other satisfactory evidence to support an unplanned absence where the employee was under an obligation to do so.
 - iii. The following are provided as examples of attendance patterns that would require review by management, and which may result in an Employee being placed on an Absence Management Program:
 - i. a pattern of unplanned absences predominately on particular days of the week or during particular times of the year.
 - ii. high number of one-to-two-day unplanned absences, particularly for different reasons.
 - iii. a pattern of unplanned sick leave immediately following or preceding RDOs, ADOs public holidays or annual leave.
 - iv. unplanned absence on a day, that an employee sought as a day off, but which was not approved.
 - v. unplanned absences on special events.
 - vi. four or more absences (particularly single-day absences), in a four-month period.
 - iv. Transit Systems Sick Leave Policy and Procedure may be varied to give effect to the provisions of this clause.
- d. Absence Management Program Step 1 - Preliminary Discussion.
- i. The employee will be interviewed by their supervisor or manager regarding any apparent unacceptable attendance pattern. Reasons for the absence of history may be explored. Further medical investigation and referrals may be required at this stage.
 - ii. If following discussion and any necessary further investigation, the employee's manager remains unsatisfied with the attendance pattern, the employee will be advised in writing that should there be no improvement in their attendance pattern, they will be placed on an absence management program. However, in exceptional circumstances, an employee may be placed on an absence management program at this point.
- e. Absence Management Program Step 2 - Placement on a Program.
- Should an employee's attendance pattern remain unsatisfactory, the employee will again be interviewed by their manager. If following the further interview, the employee's manager remains unsatisfied with the attendance pattern, the employee will be placed on an absence management program which will include the following:

- i. all unplanned absences due to personal illness or injury will need to be medically supported while the employee remains on an absence management program.
- ii. regular review meetings between the manager and employee as required.
- iii. any unplanned absence will require approval and, until the employee has applied for leave, been interviewed by their manager and the leave has been approved, any unplanned absence will be treated as unauthorised leave and may lead to disciplinary action.
- iv. medical examination by a Transit Systems nominated Doctor as required, including when reporting unplanned absences due to personal illness or injury.
- v. written confirmation of placement on the absence management program and advice that a continuing unacceptable attendance pattern, including the taking of any unauthorised leave, may result in further disciplinary action leading to termination of employment.

f. Step 3

Where an employee's attendance pattern remains unacceptable, following the implementation of Steps 1 and 2, formal disciplinary action may be commenced against the employee. However, disciplinary action may be commenced at any time prior to Step 3, in the event of unauthorised absences or failure to comply with any direction issued under the absence management program.

g. Continuous Review

- i. An employee placed on an absence management program will be subject to continuous review and may be removed from the absence management program at any time, following demonstrated improvement in their attendance pattern.
- ii. Employees will be advised in writing of the decision to remove them from the absence management program. However, should the employee again come under notice for an unacceptable attendance pattern, the employee may be placed back on an absence management program.

22. Commitment to Business Reforms

- a. The parties acknowledge the need for continuous change and reform to support Transit Systems operations.
- b. The flexible use of temporary employment to enable Transit Systems to reduce, where appropriate, reliance on contractors, consultants and agency temporary staff.
- c. Any reform or restructuring shall be dealt with in accordance with the consultative mechanisms and dispute resolution provisions of this Agreement.

23. Employee Discipline

- a. Where an Employee is the subject of a preliminary investigation by the Employer which may result in the institution of disciplinary proceedings (Proceedings) or where proceedings have been commenced in respect of an Employee, the Employer shall make all reasonable endeavours to complete the investigation or proceedings in a timely manner, provided that:
 - i. Any preliminary investigation or proceedings are completed no later than three months (the Specified Period) from the date on which the matter which gave rise to the investigation or proceedings, became known to the employer; and
 - ii. Where it is not reasonably practicable to complete a preliminary investigation or proceedings within the specified period, the Employer will advise the affected Employee in writing:
 - i. that it will not be possible to complete the preliminary investigation or the proceedings within the specified period;
 - ii. to the extent that it does not breach the confidentiality or integrity of the preliminary investigation or proceedings, the reason/s why it will not be possible to complete the investigation or proceedings within the specified period;

- iii. of the time period in which the Employer reasonably expects to complete the preliminary investigation or proceedings.

24. Abandonment of Employment

- a. Where an Employee, within a period of 28 calendar days from their last day of scheduled attendance for work, fails to establish, to the satisfaction of the Employer, that their absence is for a reasonable cause, the Employee will be deemed to have abandoned their employment.
- b. Prior to employment being deemed to be abandoned, the following procedure will be applied by the Employer:
 - i. The Employer will forward a letter (the First Letter) to the last known home address of the Employee requesting the Employee contact the employer, within seven days of the date of service of the First Letter, and provide a satisfactory explanation for their absence.
 - ii. Where an Employee contacts the Employer and claims their absence is due to illness or injury, the Employer will allow a period of seven days from the date of service of the First Letter for the Employee to supply a medical certificate/s supporting the whole of the absence.
 - iii. Where the Employee fails to acknowledge the First Letter or no satisfactory explanation or supporting medical certificate/s supporting the whole of the absence is provided by the Employee to the Employer, a second letter (the Second Letter) will be sent to the Employee advising the Employee to contact the Employer within seven days of service of the Second Letter. The Second Letter shall include advice to the Employee that their employment will be deemed to have been abandoned if they continue to fail to attend for work or fail to provide a satisfactory explanation or medical certificate/s supporting the whole of the absence.
- c. For the purpose of this clause service of the First Letter and or Second Letter will be affected by means of either personal service, registered mail or by leaving the letter at the last address nominated by the Employee to the Employer as their home address.

LEAVE

25. Personal Leave

- a. All Employees, other than casual Employees, will be entitled to personal leave in accordance with the NES and with this clause. Note: Entitlements for Part-Time Employees will be calculated on a pro rata basis.
- b. For the purposes of this Agreement, Sick, Carer's and Compassionate/Bereavement leave comes under the same leave entitlement as personal leave:
 - i. Sick leave
Paid leave taken because of a personal illness, or injury; or
 - ii. Carer's leave
Paid or unpaid leave taken to provide care or support to a member of the Employee's immediate family, or a member of the Employee's household, who requires care or support because of:
 - i. A personal illness, or injury, of the member; or
 - ii. An unexpected emergency affecting the member.
 - iii. The entitlement to use accrued paid personal leave for carer's leave purposes is subject to the Employee providing care or support to the person concerned.
 - iii. Bereavement/ Compassionate Leave
Due to bereavement on the death of an immediate family or household member.

c. Entitlement

- i. Non-Transferred Employees are entitled to 10 days pro-rata of paid personal leave for each year of service. Personal leave will accrue progressively based on an Employee's ordinary hours of work.
- ii. Transferred Employees are entitled to 15 days pro-rata of paid personal leave for each year of service. Personal leave will accrue progressively based on an Employee's ordinary hours of work.

d. Notice

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

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

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

e. Documentary evidence

- i. To be entitled to payment for personal leave, the Employee must satisfy the requirements of the NES and provide evidence that would satisfy a reasonable person in accordance with section 107 (3) of the Act.
- ii. Employees shall not be entitled to paid leave of absence for any period in respect of which they are entitled to workers' compensation.
- iii. Where an absence is expected to continue beyond one month, the Employee must contact their supervisor or management to notify them of the intended length of the absence and the approximate date upon which the Employee will be able to return to work.
- iv. Employees agree to act in good faith and to cooperate with the Company in the management of sick leave and absenteeism.

f. This clause is to be read in conjunction with Clause 20 - Managing Sick Leave Related Absences.

g. For the purpose of this clause:

Immediate Family means:

The staff member being responsible for the care and support of the person concerned; and the person concerned being:

- a spouse of the staff member; or
- a de facto spouse being a person who lives with the Employee as the Employee's partner on a bona fide domestic basis although not legally married to the Employee; or
- a child or an adult child (including an adopted child, a step child, a foster child or an ex-nuptial child), parent (including a foster parent or legal guardian), grandparent, grandchild or sibling of the staff member or of the spouse or de facto spouse of the staff member; or
- a relative of the staff member who is a member of the same household, where for the purposes of this definition:
- "relative" means a person related by blood, marriage, affinity or Aboriginal kinship structures.
- "affinity" means a relationship that one spouse or partner has to the relatives of the other; and

- "household" means a family group living in the same domestic dwelling.

Year means:

- the period of 12 months from 1 January to 31 December inclusive.

Current Paid Sick Leave means:

- Paid Sick Leave which has accrued to an Employee's credit in the current calendar year which has not been cleared by the Employee as Paid Sick Leave.

Accumulated Paid Sick Leave means:

- Paid Sick Leave which accrued to an Employee's credit in any previous calendar year which has not been cleared by the Employee as paid sick leave.

Carer's Leave

- h. The entitlement to use up to a maximum of ten days per year paid Sick Leave, as paid Carer's Leave, does not accumulate from year to year.
- i. An Employee may elect, with the consent of the Employer, to take unpaid leave as Carer's Leave.
- j. Paid and unpaid Carer's Leave may be taken for part of a single day.
- k. An Employee's entitlement to use paid or unpaid Carer's Leave is subject to the following:
 - i. the Employee having responsibilities in relation to either members of their immediate family or household who need their care and support when they are ill; and
 - ii. the Employee being responsible for the care of the person concerned.
- l. The Employee must establish by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another, provided that:
- m. The Employer may require an Employee to provide a medical certificate to support the application for Carer's Leave where:
 - the period of Carer's Leave applied for exceeds or extends over a continuous period of three or more days on any occasion; or
 - the Employee has exhausted all paid Carer's Leave; or
 - the Employee, within the current year, has already cleared five days paid Carer's Leave which were not supported by the production of a medical certificate; or
 - the Employee has been placed on an attendance monitoring program and directed to supply medical certificates to support all future applications for Sick Leave and Carer's Leave.
- n. In normal circumstances an Employee must not take Carer's Leave under this clause where another person has taken leave to care for the same person.
- o. The Employee must, where practicable, give the Employer notice prior to the absence of the intention to take leave, the name of the person requiring care and their relationship to the Employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the Employee to give prior notice of absence, the Employee must notify the Employer by telephone of such absence at the first opportunity on the day of absence.

Bereavement/Compassionate Leave

- p. An Employee is entitled to up to two days paid leave on each occasion a member of the Employee's immediate family or household dies.
- q. Proof of death must be provided to the satisfaction of the Employer.

26. Annual Leave

26.1 For the purposes of this clause:

- Accumulated Annual Leave means any Annual Leave accrued by an Employee prior to 1st January of the current calendar year.
- An employee has an excessive leave accrual if the employee has accrued more than 8 weeks paid annual leave or 10 weeks' paid annual leave for a shift worker.

26.2 Annual Leave shall be allowed as provided by the National Employment Standards.

26.3 For the purpose of Clause 26 refer to Sub-Clause 4.17 for definition of Shift Worker.

26.4 Annual Leave accrues to an Employee on a pro-rata basis over a calendar year as shown below:

26.4.1 For transferred employees – non-shift worker Employees accrue four weeks Annual Leave per annum. This is made up of 19 days Annual Leave and one ADO.

26.4.2 For transferred shift worker employees accrue five weeks annual leave per annum. This is made up of 24 days Annual Leave and one ADO.

26.4.3 For non-transferred employees – non shift worker is entitled to four weeks annual leave per annum.

26.4.4 For non-transferred employees – shift workers are entitled to five weeks annual leave per annum.

26.5 The parties recognise the workplace health and safety benefits of Employees properly taking their Annual Leave. An Employee holding Excess Annual Leave as defined in sub clause 26.1 may be directed by the Employer to clear such leave provided the Employee be given as nearly as practicable one months' notice of the date on which Annual Leave is to commence and the period to be cleared.

26.6 Except where payment has already been made in lieu of clearance where an employee, who has acquired a right to leave with pay, retires, resigns or is dismissed before commencing or completing such leave, shall be paid the monetary value of the leave not taken or not completed.

26.7 Except where payment has already been made in lieu of clearance where an employee who has acquired a right to leave with pay dies before commencing or completing such leave, the monetary value of the leave not taken or not completed shall be paid to their spouse or partner or if the employee does not leave a spouse or partner to their legal personal representative.

26.8 The Employer may deduct from any monies payable under sub-clause 26.5 & 26.7 the value of any loss suffered by the employer for which the employee who retires, resigns or is dismissed is responsible.

26.9 Annual Leave Loading

- Employees who have been a shift worker for greater than six months in the previous twelve months prior to commencing Annual Leave, shall be paid a loading at the rate of 20 per cent of the appropriate weekly wage when proceeding on Annual Leave.
- Non shift worker employees when proceeding on Annual Leave shall be paid a loading at the rate of 17.5 per cent of the appropriate weekly wage.

26.10 To avoid any doubt, the entitlement to annual leave loading is provided to compensate employees for the loss of opportunity to work overtime.

27 Leave for Matters Arising from Domestic and Family Violence

27.1 Employees covered by this agreement will be entitled to Family and Domestic Violence Leave in accordance with the NES.

27.2 An employee who is a victim of domestic violence may access annual leave to attend medical

appointments, legal proceedings, seek safe housing or attend any other activities related to dealing with family and domestic violence and its consequences. Where necessary, the Company will modify work patterns including flexible working arrangements, to assist in meeting these commitments. Full and part-time employees can take paid family and domestic leave at their full pay rate for the hours they would have worked in they weren't on leave. Casual employees will be paid at their full pay rate for the hours they were rostered to work in the period they took leave.

27.3 An employee who is a victim of domestic violence is entitled to 10 days paid leave to attend medical appointments, legal proceedings, seek safe housing or other activities in relation to a domestic violence incident. The leave can be taken as required and as a fraction of a day, single day or consecutive days.

27.4 On the condition of a change to the National Employment Standard, throughout the course of this agreement the employee will be entitled to the standard or agreement at the time of the domestic violence incident. This includes but is not limited to paid leave and conditions.

28 Long Service Leave

28.1 Long Service Leave for Transferred Employees will accrue and be granted in accordance with section 68Q of the *Transport Administration Act* 1988, together with Schedule 1 of the *Government Sector Employment Regulation* 2014 or succeeding Act.

28.2 Long Service Leave for Non-Transferred Employees are entitled to long service leave in accordance with the provisions of the Long Service Leave Act 1955 (NSW).

29 Flexible Use of Long Service Leave

29.1 An Employee may apply to use Long Service Leave entitlements to enable the Employee to access for example, one day's leave per week or fortnight or one week's leave per month.

29.2 Applications for flexible use of Long Service Leave will be approved at the Employer's discretion, taking into consideration operational and service delivery requirements.

29.3 The terms and conditions under which an Employee may be permitted flexible use of Long Service Leave are also subject to the Employer policy and procedures.

30 Parental Leave

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

30.2 An employee, including a casual employee who has had at least twelve months of continuous service, is entitled to parental leave in accordance with this clause. Continuous service for a casual means work on an unbroken, systematic, and regular basis.

30.3 An employee who is not eligible for maternity leave or adoption leave may, in special circumstances, be granted parental leave to care for a child who is under two years of age at the time the leave commences.

30.4 An employee who has completed 10 months out of 13 months continuous service prior to making the application, and who has provided satisfactory evidence of being the primary carer for the child, is eligible for parental leave.

30.5 Parental leave is available to only one parent at a time, except that both parents may simultaneously access the leave in the following circumstances:

30.5.1 for maternity and other parent leave, an unbroken period of eight weeks at the time of the birth of the child.

30.5.2 for adoption leave, an unbroken period of eight weeks at the time of the placement of the child.

30.6 Parental Leave is for a period of not more than 52 weeks from the date the leave commenced.

30.7 Parental Leave is unpaid leave and can consist of solely parental leave (unpaid), or a combination of parental, annual and/or long service leave if the employee has accrued such leave.

30.8 An employee must not unreasonably withhold notice of intention to apply for parental leave.

- 30.9 An employee is entitled to return from parental leave to the position held immediately prior to going on parental leave if that position still exists. If the employee's position has ceased to exist during the period of parental leave, and there are other positions available that the employee is qualified for and is capable of performing, the employee is entitled to be employed in a position that is as close as possible comparable, in status and pay, to that of the employee's former position.

31 Paid Maternity Leave

- 31.1 A female permanent employee is entitled to paid maternity leave in accordance with this clause.
- 31.2 An employee who has, or will have, completed 40 weeks of continuous service before the expected date of birth, is entitled to paid maternity leave.
- 31.3 Maternity leave is a period of not more than four weeks prior to the expected date of birth and not more than 52 weeks after the actual date of birth.
- 31.4 An employee is entitled to a maximum of fourteen (14) weeks of paid maternity leave at the base rate. The paid leave can be taken:
- 31.4.1 in a lump sum payment at the commencement of maternity leave or;
 - 31.4.2 as full pay on a fortnightly basis while on maternity leave or;
 - 31.4.3 as half pay on a fortnightly basis while on maternity leave or;
 - 31.4.4 in any combination of the above options.
- 31.5 Separate from paid maternity leave, an employee may be paid accrued Annual and/or Long Service Leave as part of the maternity leave period. The accrued annual leave and long service leave can be taken:
- 31.5.1 as full pay on a fortnightly basis while on maternity leave or;
 - 31.5.2 as half pay on a fortnightly basis while on maternity leave or;
 - 31.5.3 in any combination of the above options
- 31.6. An employee who takes maternity leave must take any accrued annual leave entitlements in excess of 40 days as part of maternity leave.
- 31.7. Once all paid entitlements are exhausted, the balance of maternity leave will be unpaid.
- 31.8. An employee must not unreasonably withhold notice of her intention to apply for maternity leave.
- 31.9. An employee is entitled to return from maternity leave to the position held immediately prior to going on maternity leave if that position still exists. If the employee's position has ceased to exist during the period of maternity leave, and there are other positions available that the employee is qualified for and is capable of performing, the employee is entitled to be employed in a position that is as closely comparable as possible, in status and pay, to that of the employee's former position.
- 31.10. An employee, with the agreement of the employer, shall be granted an extension to maternity leave beyond 52 weeks from the date of birth.
- 31.11. An employee who gives birth prematurely is treated, where applicable, as being on maternity leave from the date they commence leave to give birth to the child, and any leave arrangements will need to be varied.
- 31.12. If an employee miscarries, sick leave provisions cover any absence from work. When an employee has exhausted sick leave credits, other forms of paid and unpaid leave can be taken.
- 31.13 If the birth is a stillbirth or the child dies prior to the completion of the paid maternity leave, the employee continues to be eligible for the balance of their paid maternity leave.
- 31.14. When an employee becomes pregnant while on parental leave, they are entitled to a further period of parental leave. Any remaining parental leave from the former birth lapses as soon as the new period of parental leave begins.

- 31.15. If an employee requests part-time work on return from maternity leave, Transit Systems will, where practical, provide part-time employment for the employee.
- 31.16. If an employee requests a job share arrangement on return from maternity leave, Transit Systems will, where practical, provide a job share arrangement for the employee.

32 Adoption Leave

- 32.1. Permanent employees are entitled to paid adoption leave in accordance with this clause.
- 32.2. An employee who has, or will have, completed 40 weeks of continuous service before the expected date of birth, is entitled to paid adoption leave. Adoption Leave is a period of not more than 52 weeks after the actual date that the employee takes custody of the child. Employees will be entitled to a maximum of fourteen weeks of paid adoption leave at the base rate. The paid leave can be taken:
- 32.2.1. in a lump sum payment at the commencement of adoption leave or;
 - 32.2.2. as full pay on a fortnightly basis whilst on adoption leave or;
 - 32.2.3. as any combination of the above options.
- 32.3. Separate from paid adoption leave, an employee may be paid accrued annual and/or long service leave as part of the adoption leave period. The accrued annual leave and long service leave can be taken:
- 32.3.1. as full pay on a fortnightly basis whilst on adoption leave or;
 - 32.3.2. as half pay on a fortnightly basis whilst on adoption leave or;
 - 32.3.3. as any combination of the above options.
- 32.4. Employees taking adoption leave must clear any accrued annual leave entitlements in excess of 40 days as part of their adoption leave.
- 32.5. Once all entitlements to pay have been exhausted the balance of adoption leave will be unpaid.
- 32.6. Employees will not unreasonably withhold notice of their intention to apply for adoption leave.
- 32.7. Employees will return from adoption leave to the position they held immediately prior to going to adoption leave if that position still exists. If the employee's position has ceased to exist and there are other positions available that the employee is qualified for and is capable of performing, the employee is entitled to be employed in a position that is as closely nearly as possible comparable, in status and pay, to that of the employee's former position.
- 32.8. An employee, with the agreement of the employer, shall be granted an extension to adoption leave beyond 52 weeks from the time the employee takes custody of the child.
- 32.9. If an employee requests part-time work on return from adoption leave, Transit Systems will, where this is practical, provide part-time employment for the employee.
- 32.10. If an employee requests a job share arrangement on return from adoption leave, Transit Systems will, where this is practical, provide a job share arrangement for the employee.

33 Health and safety of pregnant Employees

- 33.1 If, for any reason, a pregnant Employee is having difficulty in performing her normal duties or there is a risk to her health or to that of her unborn child, as certified by a medical examiner, the Employer should, in consultation with the Employee, take all reasonable measures to arrange for safer alternative duties. This may include but is not limited to greater flexibility in when and where duties are carried out, a temporary change in duties, retraining, multi-skilling, working from home and job redesign.
- 33.2 If such adjustments cannot reasonably be made, the Employee may elect, or the Employer may require the Employee to commence Maternity Leave, or to access any available leave, for as long as it is necessary to avoid exposure to that risk, as certified by a medical practitioner, or until the child is born

whichever is the earlier.

- 33.3 Where a pregnant Employee continues to work within the six week period immediately prior to the expected date of birth, or where the Employee elects to return to work within six weeks after the birth of the child, an Employer may require the Employee to provide a medical certificate stating that she is fit to work on her normal duties.

34 Out of Home Care Leave

- 34.1 Employees are entitled to Out of Home Care Leave when they are the primary carer undertaking the permanent care of a child.
- 34.2 Eligibility for a period of Out of Home Care Leave to carers is to be limited to the provision of a guardianship or permanent placement order for a child or young person.
- 34.3 Out of Home Care leave will be granted without pay for a period of up to 12 months to Employees who are the primary carer undertaking permanent caring arrangements.
- 34.4 Out of Home Care leave commences at the date of placement of the child.
- 34.5 Employees who are granted Out of Home Care Leave also have a right to request extended Parental Leave and return to work on a part-time basis.

35 Jury Service

- 35.1 This clause does not apply to Casual Employees.
- 35.2 While on jury duty service full time Employees will receive the base rate of pay for the ordinary hours of work in the period for each day of jury service up to 10 days, less any amount the employee has received as Jury Service Pay as defined by the Fair Work Act. Part-time Employees will receive pro-rata payments based on average hours worked.
- 35.3 Employees must claim any monies or reimbursement including out-of-pocket expenses, for attendance at jury service from the relevant government departments or agencies.
- 35.4 Employees must notify the Employer as soon as possible of the date upon which they are required to attend jury service.
- 35.5 Employees must give the Employer proof of attendance, the duration of such attendance and the amount received with respect to the jury service.

36 Purchased Leave for Personal or Family Reasons

- 36.1 The Purchased Leave scheme is a voluntary scheme available to all permanent Employees covered by this Agreement who have been continuously employed for a period of 12 months who wish to extend their leave options for personal reasons or to meet family responsibilities and subject to meeting operational requirements.
- 36.2 The terms and conditions of the Purchased Leave scheme are listed below and also subject to Transit Systems policy.
- 36.3 Employees wishing to participate in this scheme must submit an application to their manager with a minimum 18 months' notice. The application must stipulate the dates the leave is required.
- 36.4 Employees who wish to participate in this scheme will have monies deducted each fortnight over the preceding 12-month period to pay for their personal and family leave. Money deducted will be ordinary hours after all penalties and overtime have been calculated. There will be no reduction in the hourly rate of pay.
- 36.5 The minimum amount of personal or family leave that can be taken in any one period will be one week and the maximum will be four weeks in a 12-month period.
- 36.6 The additional leave purchased under this scheme will not attract leave loading.
- 36.7 Sick Leave and Long Service Leave will continue to accrue at the usual rate during the term of the

Employee's participation in the Purchased Leave scheme.

- 36.8 Employees will retain their Employee Pass and other privilege passes.
- 36.9 Applications for participation in the Purchased Leave scheme will be approved at the Employer's discretion, subject to the employer's Purchased Leave Policy, taking into consideration operational and service delivery requirements.
- 36.10 Employees are required to re-apply annually if they wish to participate in the scheme.
- 36.11 Employees should seek independent financial advice regarding their superannuation options prior to entering into the Purchased Leave arrangement.
- 36.12 In the event the employee no longer requires the purchase leave, they can request for the purchase leave to be paid out or hold onto the leave for another specified date at the approval of their manager.

37 Picnic Day

- 37.1 Where reasonably practicable an employee shall be granted a day's leave, without deduction of pay, each calendar year to attend an Annual Picnic, provided the employees would ordinarily work on that day had it not been for the Picnic Day occurring.
- 37.2 Where an employee is required by the Employer to work on a Picnic Day, the employee will be paid for the time worked, subject to appropriate penalty rates plus an additional cash payment equivalent to:
 - seven hours pay: for employees engaged on a 35-hour-week;
 - seven hours and 36 minutes pay: for employees engaged on 38-hour-week.
- 37.3 The Employer shall require from an employee, evidence of attendance or desired attendance at the approved picnic. The production of the butt of a picnic ticket purchased or some equivalent receipt shall be sufficient evidence to satisfy this requirement. Where such evidence is requested by the Employer but not produced by an employee, no payment will be made to the employee for the day.
- 37.4 An employee who is not required by the Employer to work in the area in which the employee is normally employed on the Picnic Day and who does not purchase a ticket for the picnic shall, where appropriate, be provided with alternative duties on that day. Such duties are to be at the discretion of the Employer.

38 Public Holidays

- 38.1 Employees covered under this Agreement shall be entitled to the Public Holidays as set out in the NES
- 38.2 For administrative and operations employees:

Where an administrative and operations employee is required to work on a proclaimed public holiday or picnic day (or a day substituted for the public holiday or picnic day, in which case the following shall apply to the substituted day only), the employee will have the option to:

- (a) be paid at the rate of double time and a half for all time worked during ordinary hours on the public holiday or picnic day (foregoing accumulation for future clearance); or
- (b) to accumulate the public holiday or picnic day as leave for clearance with their accumulated leave for that year and be paid at the rate of time and a half for all work performed during ordinary hours on the public holiday or picnic day.

If the Public Holiday is not cleared, it will be paid out with the final pay on or after 31 December of the year following accumulation.

A full-time employee who ordinarily works on a day on which a Public Holiday is proclaimed, but is rostered off, will be entitled to the Additional Payment based on the ordinary hours, which

the Employee would have worked, but for the rostered day off, up to a maximum of 7.6 hours.

When a Public Holiday falls on a Saturday or a Sunday, employees who are rostered off will qualify for payment if they have worked:

- (a) at least ten (10) Saturdays in the preceding twelve months of the Saturday Public Holiday; or
- (b) at least ten (10) Sundays in the preceding twelve months of the Sunday Public Holiday.

Employees employed within the last twelve months of the Saturday or Sunday Public Holiday, who are rostered off, are to have the decision for payment to be determined on a pro-rata basis.

39 Concessional Day

- 39.1 Employees covered under this Agreement shall be entitled to a Concessional Day when the employee works on New Years Eve. The concessional day is 7.6 hours per day at the employees ordinary rate.

FLEXIBLE WORK ARRANGEMENTS

40 Make Up Time

- 40.1 An Employee may elect, with the consent of the Employer, to work "make up time" under which the Employee takes time off during ordinary hours, and works those hours at another time, during the spread of ordinary hours provided under this Agreement.
- 40.2 An Employee on shift work may elect, with the consent of the Employer, to work "make up time" under which the Employee takes time off ordinary hours and works those hours at another time, at the shift work rate which would have been applicable to the hours taken off.

41 Career Break

- 41.1 For transferred employees only - A permanent Employee who has had continuous service with the Employer for a minimum period of five years may make application to take a fixed period of time off work, in order to fulfil family or personal commitments or to pursue personal development without loss of job security.
- 41.2 The terms and conditions under which an Employee may take a Career Break are listed below and also subject to the Employer's policy and procedure.
- 41.3 The minimum period for a Career Break is six (6) months. The maximum period for a Career Break is 24 months.
- 41.4 An Employee must provide three months' notice of a request to take a Career Break.
- 41.5 Any Employee taking Career Break leave will be required to clear all accrued Annual Leave and Public Holidays prior to commencing leave.
- 41.6 Any unpaid period of the Career Break will be regarded as leave without pay for the purpose of leave accrual and superannuation.
- 41.7 At the completion of the Career Break, an Employee can return to a position at the same grade that they held before commencing the break.
- 41.8 Where there is no position immediately available at the same grade for Employees taking 12 months or less leave, the Employee's skills and abilities will be assessed and they will be placed in another position at the same grade held before commencing the Career Break.
- 41.9 Applications for Career Breaks will be approved at the Employer's discretion.

42 Flexible Working Arrangements

- 42.1 Flexible work arrangements may be agreed between the Employer and a staff member in accordance with terms set out in the NES.
- 42.2 In addition to leave and flexible working hours arrangements, examples of workplace flexibility initiatives that may be considered include:
- (a) Working from home and/or another location;
 - (b) Changing from full-time to part-time employment on a temporary or permanent basis;
 - (c) Job-sharing;
 - (d) Transition to retirement arrangements.
- 42.3 A flexible work arrangement must be cost neutral and conform to Work Health and Safety requirements.
- 42.4 The Employer will not unreasonably refuse a staff member's request for a flexible working arrangement as long as the arrangements can be structured to maintain business efficiency and productivity.
- 42.5 The terms and conditions under which an Employee can work flexibly are also subject to policies and procedures of the Employer.
- 42.6 Flexible work arrangements do not preclude the Employee from accessing provisions of the Agreement such as overtime and leave.

43 Individual Flexibility Arrangement

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

the agreement deals with 1 or more of the following matters:

- i. arrangements about when work is performed (including meal breaks);
 - ii. overtime rates;
 - iii. penalty rates;
 - iv. allowances;
 - v. job sharing; and
- 43.2 the arrangement meets the genuine need of the Employer and Employee in relation to 1 or more of the matters mentioned in clause 43.1; and
- 43.3 the arrangement is genuinely agreed to by the Employer and Employee.
- 43.4 The rates of pay shall not be less than the applicable rates designated in Schedule 1 of this Agreement.
- 43.5 The Employer must ensure that the terms of the individual flexibility arrangement:
- 43.5.1 are about permitted matters under section 172 of the Act; and
 - 43.5.2 are not unlawful terms under section 194 of the Act; and
 - 43.5.3 result in the employee being better off overall than the Employee would be if no arrangement was made.
- 43.6 The Employer must ensure that the individual flexibility arrangement:
- 43.6.1 is in writing; and
 - 43.6.2 includes the name of the Employer and Employee; and

43.6.3 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

43.6.4 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.

43.7 The Employer must give the Employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.

43.8 The Employer or Employee may terminate the individual flexibility arrangement:

43.8.1 by giving 28 days' written notice to the other party to the arrangement; or

43.8.2 if the Employer and Employee agree in writing at any time.

GENERAL

44 Health, Safety Environment and Quality

44.1 The parties recognise the obligation of the Employer to provide a safe and healthy workplace. All Employees are responsible for their own safety, the safety of other Employees and the general public.

44.2 The Employer will determine the standards and requirements of training for Employees, in consultation with Employees and their representatives, including any Union party to this Agreement. A certificate will be awarded to Employees who successfully complete the training.

44.3 Every Employee will have the opportunity to attend up to two hours paid HSE&Q training each calendar year.

45 Drug and Alcohol Testing

45.1 The parties recognise the legislative obligations on the Employer to ensure the workplace is free from drugs and alcohol, and all Employees are to comply with the provisions of legislation relating to random drug and alcohol testing and the internal programs that are in place.

46 Introduction of New Technology

46.1 Where the Employer has made a definite decision to introduce new or to make major changes associated with existing technology that is likely to have significant effects on Employees, the Employer shall notify Employees who may be affected by the proposed changes, and their representatives, including any union party to this Agreement. Such changes will be dealt with under the consultative process outlined at clause 20 of this Agreement.

46.2 The Employer shall discuss with the Employees affected and their representatives the changes to be made and the effect the changes are likely to have on Employees and measures to be taken to avert or mitigate effects of such changes on Employees.

46.3 Where possible at least three months' notice will be provided prior to the implementation of new technology. Where necessary Employees will be provided with appropriate training.

46.4 By the application of this clause herein there is a commitment between the parties to the introduction of new technology.

CORE CONDITIONS FOR ADMINISTRATIVE AND OPERATIONS EMPLOYEES

47 Minimum Payments

- 47.1 Any employee who attends for duty in accordance with instructions but is not required, shall receive a minimum of five hours pay unless at least twelve hours' notice was given to the employee personally that they were not required for duty.
- 47.2 If an employee actually commences duty and is subsequently advised that they are not required, the employee shall receive a minimum of seven hours pay.

48 Spread of Hours

- 48.1 The ordinary hours of duty shall be 38 per week to be worked in not more than five shifts.
- 48.2 For transferred employees only the ordinary hours of duty may be worked to provide for 152 hours work in a four-week work cycle to enable the employees to have one day off duty during that cycle by accruing additional working time on other working days. Payment in these circumstances to be made on an averaging basis of 76 ordinary hours per fortnight.
- 48.3 The span of ordinary hours shall be 6.30am to 5.30pm. These hours may be altered by mutual agreement in writing between the Employer and the Employee in accordance with flexible working arrangements.
- 48.4 All time worked from time first signed on a broken shift shall be paid at the following rates:
 - 48.4.1 Between a spread of 9.5 hours and 10.5 hours - time and a half;
 - 48.4.2 After 10.5 hours - double time.
- 48.5 Employees shall not be rostered for broken shifts on a Saturday, Sunday or Public Holiday.
- 48.6 Notwithstanding anything contained herein, each shift shall be paid for at the rate applicable to the day on which the major portion of the shift is worked.

49 Overtime

- 49.1 Except as provided for in sub-clause 49.2 below, Employees shall not work more than 7 hours 36 minutes in any one shift without overtime. All time worked in excess of 7 hours 36 minutes per shift or 38 hours per week shall be paid for at overtime rates.
- 49.2 Where the ordinary hours of duty are worked on the basis of 152 hours in a four-week work cycle as per sub-clause 48.1, Employees shall not work more than 8 hours in any one shift without overtime. All time worked in excess of 8 hours per shift, or ordinary hours for a particular week in such cycle, shall be paid for at overtime rates.
- 49.3 In calculating the number of hours worked per week, any leave shall be treated as time worked.
- 49.4 Except in special circumstances, no Employee shall work overtime unless authority for so working is first given by an Employee responsible for authorising overtime, and whenever possible, Employees shall be given 24 hours' notice of the requirement that they work overtime.
- 49.5 For the purpose of calculating hourly rates the ordinary weekly/fortnightly/monthly salary shall be divided by the ordinary hours for the week/fortnight/month.
- 49.6 Except in unavoidable circumstances, all overtime worked during any weekly/fortnightly/monthly pay period shall be paid for not later than the payday for the period following that in which the overtime is worked.
- 49.7 Payment for overtime shall be made at the following rates:
 - 49.7.1 Time worked on Saturdays, which does not form part of the ordinary hours for the week - time and a half for first three hours and double time thereafter.
 - 49.7.2 Except as provided for in sub-clause 49.7.3, time worked in excess of 7 hours 36 minutes but

less than 10 hours 36 minutes in any one shift Mondays to Fridays - time and a half.

- 49.7.3 Where the ordinary hours of duty are worked on the basis of 152 hours in a four-week work cycle as per sub-clause 48.1, time worked in excess of 8 hours but less than 11 hours in any one shift, Mondays to Fridays - time and a half.
- 49.7.4 Except as provided for in sub-clause 49.7.5, time worked in excess of 10 hours 36 minutes in any one shift - double time.
- 49.7.5 Where the ordinary hours of duty are worked on the basis of 152 hours in a four-week work cycle as per sub-clause 48.1, time worked in excess of 11 hours in any one shift - double time.
- 49.7.6 Except as provided for in sub-clause 49.7.7, time worked in excess of 38 hours in the week is time and a half. This sub-clause shall not apply where overtime payment is calculated on a daily basis under the provisions of sub-clauses 49.7.2 and 49.7.3 above.
- 49.7.7 Where the ordinary hours of duty are worked on the basis of 152 hours in a four-week work cycle as prescribed in sub-clause 48.1, time worked in excess of ordinary hours for a particular week in such cycle - time and a half. This sub-clause shall not apply where overtime payment is calculated on a daily basis under the provisions of sub-clauses 49.7.2 and 49.7.3.
- 49.7.8 Except as provided in sub-clause 49.7.9, time worked by Employees whose ordinary hours of duty are less than 38 per week before, after or beyond the usual hours up to 7 hours 36 minutes in any one shift - ordinary time.
- 49.7.9 Where such ordinary hours of duty less than 38 per week are worked by Employees during a four week working cycle as provided for in sub-clause 59.2 above, time worked before, after or beyond the usual hours up to eight hours in any one shift - ordinary time.
- 49.8 The employer shall determine whether or not to offer overtime (including DOCs), whether or not to cover a shift, and the method of covering a shift or offering overtime if any (including whether to cover a full shift, part shift, or offer overtime before or after a shift, or a DOC).

49.9 Day off cancelled (DOC)

When an employee is scheduled to work an RDO Monday to Friday the shift stands alone and is paid at the rate of:

150% for the first 3 hours

200% for time worked in excess of the first 3 hours.

When an employee is scheduled to work on their RDO on Saturday, Sunday or Public Holiday, the shift stands alone and is paid at the rate of:

200% for all time worked.

49.10 Additional Day off Cancelled (AOC) – (Transferred employees only)

When an employee on a shift roster is scheduled to work on their ADO the shift stands alone and is paid at the rate of:

150% for the first 3 hours

In addition, the ADO is paid out as a cash payment.

50 Time Off in Lieu of Payment for Overtime

- 50.1 An Employee may elect, with the consent of the Employer, to take time off in lieu of payment for overtime at a time or times agreed with the Employer.
- 50.2 Alternatively, by agreement with the Employer, the Employee may elect to be paid at ordinary

rates for the time worked, and take time off at the rate of one half hour, or one hour, as the case may be, for each hour of overtime worked.

50.3 The Employer shall, if requested by an Employee, provide payment at the rate provided for in this clause for any overtime worked as per clause 49.1 where such time has not been taken within four weeks of accrual.

50.4 The Employer shall record time off in lieu arrangements for each occasion this provision is used.

51 Sunday Time

51.1 Sunday means the period between 12 midnight Saturday and 12 midnight Sunday.

51.2 All time worked on a Sunday will be paid at a rate of double time.

52 Saturday Time

52.1 Saturday means the period between 12 midnight Friday and 12 midnight Saturday.

52.2 Notwithstanding anything contained in this Agreement, all time worked on Saturday which forms part of the ordinary hours for the week shall be paid for at the rate of time and a half.

52.3 Time paid under this provision shall not be subject to any extra salary payment whatsoever under any other clause of this Agreement provided, however, that time which forms part of the ordinary hours for the week shall continue to be taken into consideration for the calculation of overtime.

53 Shift Work Allowance

53.1 Definitions for the purpose of this clause are:

53.1.1 Afternoon Shift means a shift which commences before 7.00pm and a shift that concludes at or after 7.30pm..

53.1.2 Night Shift means a shift which commences at or between 7.00pm and 3.59am.

53.1.3 Early Morning Shift means a shift which commences at or between 4.00am and 5.30am.

53.2 For all paid time on duty not subject to overtime penalty on the day on ordinary shifts on days other than a Sunday, Saturday or a Public Holiday, an employee shall receive an allowance as set out in Item 1 of Schedule B.

53.3 An additional 15% loading is paid on night shifts for all employees, as defined in 53.1.2.

54 Time Off Between Shifts

54.1 Other than in cases of unavoidable necessity, employees who are engaged in shift work shall be allowed a minimum of ten hours between shifts.

55 Rostered Day Off

55.1 An employee's Rostered Day Off (RDO) shall consist of not less than 24 hours from time signed off until time signed on again.

55.2 When an Employee works on their RDO and is not given another day off in lieu in the same week, time worked shall stand alone and be paid for at the rate of double time if a Saturday or Sunday, or at the rate of time and a half for the first three hours and double time thereafter if any other day.

55.3 Any Employee who attends a Departmental conference on their RDO, or who sits for an examination on their RDO, shall have another day off granted in lieu of the time so occupied.

55.4 This clause shall not operate in the cases of Employees attending for any re-examinations.

56 Excess Travelling Time

- 56.1 Employees when required to sign on or off at a place other than their home depot which is at a greater distance from their home than their home depot, shall be allowed payment at the appropriate rate for the day for the excess travelling time. A total of 25 minutes each day for a straight shift and 40 minutes on a broken shift will be allowed to cover time occupied in waiting for scheduled connections.

57 Termination of Employment

57.1 Notice of termination by Employer

- 57.1.1 In order to terminate the employment of a permanent full-time or part-time Employee the Employer shall give to the Employee the period of notice specified in the table below:

| Period of continuous service | Period of Notice |
|--|-------------------------|
| 1 year or less | 1 week |
| Over 1 year and up to the completion of 3 years | 2 weeks |
| Over 3 years and up to the completion of 5 years | 3 weeks |
| Over 5 years of completed service | 4 weeks |

- 57.1.2 In addition to this notice, Employees over 45 years of age at the time of the giving of the notice with not less than two years continuous service, are entitled to an additional week's notice.
- Payment in lieu of the notice will be made if the appropriate notice period is not required to be worked. Employment may be terminated by the Employee working part of the required period of notice and by the Employer making payment for the remainder of the period of notice.
 - In calculating any payment in lieu of notice, the wages an Employee would have received in respect of the ordinary time they would have worked during the period of notice had their employment not been terminated will be used.
 - The period of notice in this clause, shall not apply in the case of dismissal for conduct that justifies instant dismissal including inefficiency within the first 14 days, neglect of duty or misconduct and in the case of casual Employees, Apprentices or Employees engaged for a specific period of time or for a specific task or tasks.
 - Transit Systems commits not to implement any forced redundancies of Transferring Employees for a period of 24 months following the transfer of services to Transit Systems in the relevant region.

57.2 Notice of termination by an Employee

- 57.2.1 The notice of termination is required to be given by an Employee is the same as that required of an Employer, save and except that there is no requirement on the Employee to give additional notice based on the age of the Employee concerned.
- 57.2.2 If an Employee fails to give notice, the Employer has the right to withhold monies due to the Employee to a maximum amount equal to the ordinary time rate of pay for the period of notice.

57.3 Redundancy

- 57.3.1 Provisions relating to redundancy are provided for in the NES.
- 57.3.2 This clause supplements the NES in relation to severance pay on redundancy. For the avoidance of doubt, the entitlements in this clause include the NES entitlements and are not in addition to the NES entitlements.

57.3.3 Where an Employee's employment is terminated by reason of redundancy, the employer shall pay the Employee the following severance pay in respect of a continuous period of service:

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

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

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

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

57.3.4 "Weeks' pay" for the purposes of this clause means the full rate for the Employee concerned at the date of termination, and shall include, in addition to the ordinary rate of pay, shift penalties and allowances.

57.3.5 This clause only applies to permanent Employees and does not apply to Casual Employees or any other categories of persons who are excluded by the NES as being entitled to notice, or redundancy pay.

58 Salary Rates

58.1 Employees performing work within the classifications listed in schedule C, will be paid annual salary at no less than the minimum rate adjacent to the relevant classification.

59 Flexibility

59.1 In order to be cost-effective and ensure quality standards are met, the parties agree that all Employees will perform their allocated duties in an efficient and timely manner.

59.2 The parties agree that no artificial barriers will be created to inhibit Employees carrying out duties in which they are competent. Competence is acknowledged as being suitably qualified, licensed (where applicable) or having received any other recognised training either on-site or off-site.

60 Master Roster Changes

60.1 To ensure roster changes can be implemented within a short period of time and hence gain the maximum benefit it is agreed between the parties that 14 days' notice is to be given to Employees where a Master Roster is to be changed.

61 Fatigue Management

61.1 The parties recognise the application of the fatigue management principles to all transport safety work. The parties are committed to abide by current and future legislation relating to fatigue management in the rostering of all transport safety work.

62 Consultation

62.1 In the construction and maintenance of rosters, management will consult with Employees.

62.2 When consulting with Employees, the following issues should be considered:

- Health, Safety, Environment and Quality.
- Carer's responsibilities.
- Impact upon the family and social responsibilities of the affected Employees.

63 Master Roster

63.1 A Master Roster is the template that all period rosters are based upon and will contain all known work.

63.2 Introduction to Master Roster

63.2.1 In order to meet changing customer, operations and commercial requirements, it is necessary from time to time to alter rosters to cater for changed circumstances.

63.2.2 Master Rosters shall be adjusted on the provision of 28 days' notice up to a maximum of twice per calendar year, except in exceptional circumstances, and in consultation with affected Employees, Master Rosters will be adjusted in the following manner:

63.2.3 On the 28th day prior to introduction, a copy of the new Duty and Period Roster is to be given to all affected Employees and an additional copy placed on the depot notice board.

63.2.4 On the 21st day prior to introduction, concerns raised with the rosters are to be provided to the relevant Manager. During the next seven days, the relevant Manager is to modify the roster on the basis of concerns raised, providing such alterations do not impact on the overall efficiency and cost of the roster.

63.2.5 The roster is to be displayed on the Tuesday prior to introduction.

63.3 Rosters will be worked where they comply with all relevant policies, industrial instruments and regulations.

64 Period Rosters

64.1 Four weekly Period Rosters are constructed by using the Master Roster as the template and then making the necessary alterations to shifts or lines of work in accordance with the business needs for the ensuing four weeks, which includes all known work.

64.2 Period Rosters will be posted on the Tuesday prior to the commencement of the new Period Roster on the Sunday.

64.3 When constructing the Period Roster, if a day off pattern in the Period Roster is altered to be different to the Master Roster, the relevant manager will consult with affected Employees, except during a week where a Public Holiday falls on a weekday. In such instance a day off may be inserted into the Public Holiday.

64.4 If an Employee has had approval to clear a Public Holiday, there will be no requirement to work the Public Holiday unless otherwise agreed between the Employee and Employer.

64.5 Employees may exchange shifts by mutual agreement providing management approves the exchange.

64.6 Special events are to be built into the Period Roster where known and will also be posted at least 14 days prior to the event where known. When notice of a special event is obtained after the posting of the period roster, the rosters are to be altered in consultation with affected Employees.

65 Daily Maintenance of Period Rosters

- 65.1 No alteration shall be made to the hours of work of any Employee except in cases of sickness, accident, failure of duty or suspension from duty of an Employee, attendance of an Employee at court or leave for Employees at short notice, unless the Employee is notified of such alteration on attending for duty on the shift proceeding the one altered. The notice period can be waived by mutual agreement between the Employer and Employee. If an Employee has two days off together, they must be advised of any alteration of their work on the first day of their days off.
- 65.2 The provisions of this clause do not apply in emergencies or unforeseen circumstances.
- 65.3 If an Employee commences duty and is not required for the full shift, they will receive a minimum of seven hours pay.

66 Reduction in Lines of Work

- 66.1 Affected Employees will be consulted when the number of lines on a roster is reduced.

67 Acting Out of Classification

- 67.1 An Employee engaged temporarily in a higher grade shall be paid the rate to which they would be entitled if they were appointed to that grade.
- 67.2 The conditions applying to the classification in which Employee acts shall be their conditions whilst so acting.
- 67.3 An Employee who acts in a higher-grade position for a continuous period of 124 working days shall be paid at the higher rate for any period of annual leave falling within the same twelve-month period.

SCHEDULE A

Administrative and Operations Employees Pay Rates

Effective from the first full pay period after Commencement of this Agreement.

These rates do not include the Industry Allowance and are the minimum starting salary for employees

| Classification | 1st July 2023 |
|-----------------------------------|---------------------------------|
| Accounts Officer | \$67,106 |
| Bridj/Operational Control Manager | \$120,636 |
| Charter Coordinator | \$69,986 |
| Customer Experience Officer | \$86,111 |
| Depot Administrator | \$76,784 |
| Depot Supervisor | \$88,075 |
| Duty Officer/ Depot Coordinator | \$85,938 |
| Fleet and Asset Project Manager | \$120,636 |
| Maintenance Admin Assistant | \$73,696 |
| OCC Coordinator | \$85,938 |
| OCC Supervisor | \$94,096 |
| On-Road Coordinator | \$85,938 |
| Operations Admin Assistant | \$77,521 |
| Operations Manager | \$120,636 |
| Payroll Officer | \$85,451 |
| Performance Management Officer | \$95,000 |
| Scheduler | \$84,657 |
| Service Coordinator | \$100,296 |
| Receptionist / Admin Assistant | \$59,280 |
| Roster Clerk | \$79,987 |
| Roster Clerk Assistant | \$74,818 |
| Workshop Manager | \$104,209 |

Notes:

- (i) Salaries based on a 38-hour week.
- (ii) Salaries, which are payable as set out in the Agreement do not include the industry allowance payable only to transferred employees.

SCHEDULE B

ALLOWANCES

Items 1.B, 1.C are for all employees & Item 2 is for Transferring Employees Only

| Item | Description | Effective from the first full pay period after Commencement of this Agreement |
|----------|------------------------------|--|
| 1 | Shift Work Allowance | |
| A | Afternoon Shift | \$3.92 per hour |
| B | Night Shift | 15% as defined by 53.3. |
| C | Early Morning Shift | \$3.92 per hour |
| 2 | Industry Allowance | \$2,853 per annum |
| 3 | Initial Uniform Issue | <ul style="list-style-type: none"> • 3 trousers • 5 shirts • 1 jacket • 1 vest • 1 jumper |

SCHEDULE C

Classifications

The following positions are covered by this Agreement:

ACCOUNTS OFFICER
BRIDJ/OPERATIONAL CONTROL CENTRE MANAGER
CHARTER COORDINATOR
CUSTOMER AND OPERATIONS COORDINATOR - BRIDJ
CUSTOMER EXPERIENCE OFFICER
DEPOT ADMINISTRATOR
DEPOT SUPERVISOR
DUTY COORDINATOR/ DUTY OFFICER
FLEET AND ASSET PROJECT MANAGER
MAINTENANCE ADMIN ASSISTANT
OPERATIONAL CONTROL CENTRE COORDINATOR
OPERATIONAL CONTROL CENTRE SUPERVISOR
OPERATIONS ADMINISTRATION ASSISTANT
ON-ROAD COORDINATOR
OPERATIONS ADMINISTRATION ASSISTANT
OPERATIONS MANAGER
PAYROLL OFFICER
PERFORMANCE MANAGEMENT OFFICER
RECEPTIONIST / ADMIN ASSISTANT
ROSTER CLERK
ROSTER CLERK ASSISTANT
SCHEDULER
SERVICE COORDINATOR
WORKSHOP MANAGER

66 **Acceptance by Parties**

The matters contained herein represent the basis of the Transit Systems Administrative and Operations Employees Agreement Region 6 2023 and are accepted by the following parties.


Dated this 18th Day of June 2024

For and on behalf of the Rail, Tram Bus Industry Union of Australia

Name Alex Claassens

Position Branch Secretary

Address Level 4, 321 Pitt Street, Sydney

Signed 

For and on behalf of Transit Systems West Services Pty Ltd

Name DANIELA FONTANA

Position MANAGING DIRECTOR NSW

Address 230 Balmain Rd Leichhardt NSW 2040

Signed 



TELEPHONE

EMAIL

WEBSITE

02 8118 7102

customerservicew@transitsystems.com.au

transitsystems.com.au

FWC Matter No.:

AG2024/2234

Applicant:

Transit Systems West Services Pty Ltd

Section 185 – Application for approval of a single enterprise agreement

I, Lisa Rebeiro – General Manager People and Culture for Transit Systems West Services Pty Ltd give the following undertakings with respect to the Transit Systems Administrative and Operations Employees Enterprise Agreement Region 6 2023 ("the Agreement"):

I have the authority given to me by Transit Systems West Services Pty Ltd to provide this undertaking in relation to the application before the Fair Work Commission.

1. Definition of a shift worker for the purposes of the National Employment Standards (NES)

Transit Systems West Services Pty Ltd undertakes that for the purpose of the NES a shiftworker is as defined by clause 4.17 of this agreement.

"Shift Worker" or "Shift Work" means an Employee whose roster requires them to regularly work on Saturdays, Sundays and Public Holidays. To avoid confusion 'regularly work' means 22 Saturdays, 22 Sundays and 5 public holidays in a calendar year. Transit Systems will not artificially or deliberately manipulate shift patterns to avoid their obligations regarding the conditions/ remuneration of shift workers.

2. Clause 19.12 of the Agreement provides that casuals are "paid by the hour at the appropriate rate for that classification and receive a 25% loading which will be in lieu of Agreement entitlements to overtime and paid leave."

Transit Systems West Services Pty Ltd undertakes that for the purpose of the NES, the rates of overtime applied to casuals will be as follows:

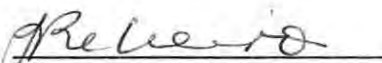
Monday – Saturday (First 2 hours) – 175%

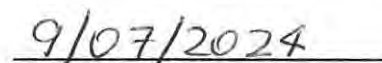
Monday - Saturday (After 2 Hours) – 225%

Sunday – All Day – 225%

Public Holiday – All Day - 275%

These undertakings are provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.


Signature


Date