



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Transdev Sydney Ferries Pty Ltd
(AG2020/4201)

TRANSDEV SYDNEY FERRIES SALARIED AND SENIOR STAFF AGREEMENT 2020

Passenger vehicle transport (non rail) industry

COMMISSIONER JOHNS

SYDNEY, 5 FEBRUARY 2021

Application for approval of the Transdev Sydney Ferries Salaried and Senior Staff Agreement 2020.

[1] An application has been made for approval of an enterprise agreement known as the *Transdev Sydney Ferries Salaried and Senior Staff Agreement 2020* (**the Agreement**). The application was made pursuant to s.185 of the *Fair Work Act 2009* (**the Act**). It has been made by Transdev Sydney Ferries Pty Ltd. The Agreement is a single enterprise agreement.

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

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

[4] The Australian Institute of Marine and Power Engineers, Australian Municipal, Administrative, Clerical and Services Union and the Construction, Forestry, Maritime, Mining and Energy Union being bargaining representatives for the Agreement, have given notice under s.183 of the Act that they want the Agreement to cover them. In accordance with s.201(2) I note that the Agreement covers the organisations.

[5] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 12 February 2021. The nominal expiry date of the Agreement is 4 February 2025.



COMMISSIONER

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Annexure A



IN THE FAIR WORK
COMMISSION

Fair Work Act 2009 (Cth) ("FW Act")

Matter number:

AG2020/4201

Employer:

**Transdev Sydney Ferries Pty Ltd
(Employer)**

Application:

**Section 185 – Application for approval of
a single enterprise agreement, namely the
*Transdev Sydney Ferries Salaried and
Senior Staff Enterprise Agreement 2020*
(Agreement)**

Authorised representative:

**Joshua Arul
Manager People & Culture - Employee
Relations**

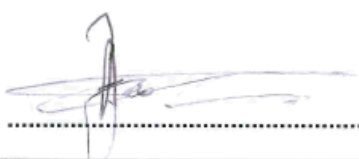

Undertaking- Section 190

For and on behalf of the Employer I, Joshua Arul:

- 1. declare that I have:**
 - a. authority to give this undertaking on behalf of the Employer,**
 - b. sought the views of all bargaining representatives for this undertaking pursuant to s 190(4) of the FW Act,**
- 2. understand that each undertaking is to be taken to be a term of the Agreement,**
- 3. give the following undertaking/s with respect to the Agreement:**
 - a. In respect of clause 55 of the Agreement, the following:**

"Notwithstanding clause 55, Abandonment of Employment, of the Agreement, if, at law, an employee's employment is terminated at the Employer's initiative and is not abandoned by the employee, the Employer shall provide notice of termination (or payment in lieu thereof) in accordance with the National Employment Standards."



Date signed:	1 February 2021
For and on behalf of the Employer by: [In accordance with s.190(5) of the FW Act]	Joshua Arul
Signature:	
Witness name:	Aleksandra Teixeira
Witness signature:	

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.



Salaried and Senior Staff Agreement 2020

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1. Title

This Agreement is the Transdev Sydney Ferries Salaried and Senior Staff Agreement 2020 (the **Agreement**).

2. Parties to the Agreement

This Agreement applies to:

- (a) Transdev Sydney Ferries Pty Ltd (**TDSF**); and
All Senior and Salaried employees of TDSF;
- (b) The Australian Services Union;
- (c) The Australian Institute of Marine and Power Engineers; and
The Maritime Union of Australia branch of the Construction, Forestry, Maritime, Mining and Energy Union.

3. Coverage of the Agreement

This Agreement covers Salaried and Senior employees of TDSF

- 3.1 This Agreement replaces all previous Agreements applying to Salaried and Senior employees of TDSF.

4. Duration

- 4.1 This Agreement comes into effect in accordance with the Fair Work Commission approval process and has a nominal expiry date four (4) years after it is approved by the Fair Work Commission.
- 4.2 The Parties agree that negotiations for a replacement Agreement should commence at least six (6) months prior to the nominal expiry date of this Agreement.

5. Implementation of this Agreement

- 5.1 Copies of this Agreement are available to employees at the workplace.
- 5.2 The Parties agree to make no further claims during the life of this Agreement.
- 5.3 No industrial action will be taken on any matter covered by this Agreement during its term.

6. Definitions

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

"ADOs" means Accumulated Days Off.

"appropriate evidence" for Personal/Carer's Leave purposes comprises:

- a medical certificate from a registered health practitioner; or
- a medical certificate from a certified alternative health practitioner recognised by a registered health fund; or

- a statutory declaration made by the employee only if the employee can demonstrate that they are unable to attend a medical practitioner for that illness or injury.

"MD" means Managing Director of TDSF.

"Date of Commencement" means the date on which the Agreement is approved by the Fair Work Commission.

"TDSF" means Transdev Sydney Ferries Pty Ltd.

"household" means the usual occupants of the dwelling in which the employee normally resides.

"immediate family" means: (a) a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the employee; or (b) a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the employee.

"NES" means the National Employment Standards as contained in sections 59 to 131 of the Act.

"non-rostered employee" means an employee who works predominantly office hours Monday to Friday each week.

"rostered employee" means an employee whose hours of work are set out in a roster over seven days per week. For the purposes of the additional week of annual leave provided for in the NES a "rostered employee" is a "shiftworker".

"Salaried employee" means an Authorised Officer, or an employee whose position is classified as a Clerk ranging from Grade 1 to Special Grade and whose rate of pay falls within the Salaried staff classification range of Clerk Grade 1 to Clerk Special Grade at Attachment A of this Agreement.

"Senior employee" means an employee whose position is classified as a Senior staff member ranging from Grade A to G and whose rate of pay falls within the Senior Staff classification range from Senior Staff Grade A to Senior Staff Grade G in Attachment A of this Agreement.

7. Objectives of Agreement

- 7.1 The cornerstone of this Agreement is the concept that by constructive engagement a flexible, productive workforce delivers benefits not only to the business and its customers but also to the employees.
- 7.2 To achieve this, the workforce will carry out their duties with minimal supervision to their level of certification and training.
- 7.3 The main body of the Agreement contains the substantive clauses, which are common to the Parties and Attachments A and B identify salary rates and allowances for employees covered by the Agreement.
- 7.4 The Parties recognise and adopt the following objectives:
 - (a) To operate to a high standard of reliability and flexibility in a viable and competitive manner, ensuring a high level of customer service. It is recognised that achieving this will ensure that employees are provided with long-term security of employment.

- (b) To establish rosters that meet the needs and requirements of TDSF and its employees.
- (c) To maintain a trained, skilled, competent and flexible workforce.
- (d) To modernise and simplify the previous Agreement.
- (e) To achieve cost reductions and improve the viability of the business.
- (f) To establish a mechanism that encourages the timely resolution of disputes
- (g) To review the operation of this Agreement and workplace practices, during the term of this Agreement.

8. Consultation

8.1 Clause 8 applies if TDSF:

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

Major change

8.2 For a major change referred to in paragraph 8.1(a):

- (a) TDSF must notify the relevant employees of the decision to introduce the major change; and
- (b) Sub clauses 8.3 to 8.9 apply.

8.3 The relevant employees may appoint a representative for the purposes of the procedures in this clause.

8.4 If:

- (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
- (b) the employee or employees advise the employer of the identity of the representative;

TDSF must recognise the representative.

8.5 As soon as practicable after making its decision, TDSF must:

- (a) discuss with the relevant employees:
 - (i) the introduction of the change; and
 - (ii) the effect the change is likely to have on the employees; and
 - (iii) measures TDSF is taking to avert or mitigate the adverse effect of the change on the employees; and
- (b) for the purposes of the discussion - provide, in writing, to the relevant employees:

- (i) all relevant information about the change including the nature of the change proposed; and
 - (ii) information about the expected effects of the change on the employees; and
 - (iii) any other matters likely to affect the employees.
- 8.6 However, TDSF is not required to disclose confidential or commercially sensitive information to the relevant employees.
- 8.7 TDSF must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
- 8.8 If a clause in this Agreement provides for a major change to production, . program, organisation, structure or technology in relation to the enterprise of TDSF, the requirements set out in paragraph 8.2(a) and subclauses 8.3 and 8.5 are taken not to apply.
- 8.9 In this clause, a major change is likely to have a significant effect on employees if it results in:
 - (a) the termination of the employment of employees; or
 - (b) major change to the composition, operation or size of TDSF's workforce or to the skills required of employees; or
 - (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
 - (d) the alteration of hours of work; or
 - (e) the need to retrain employees; or
 - (f) the need to relocate employees to another workplace; or
 - (g) the restructuring of jobs.

Change to regular roster or ordinary hours of work

- 8.10 For a change referred to in paragraph 8.1(b):
 - (a) TDSF must notify the relevant employees of the proposed change: and
 - (b) Subclauses 8.11 to 8.15 apply.
- 8.11 The relevant employees may appoint a representative for the purposes of the procedures in this clause.
- 8.12 Relevant employees may appoint a representative for the purposes of the procedures in this clause. If:
 - (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - (b) the employee or employees advise the employer of the identity of the representative;

TDSF must recognise the representative.

- 8.13 As soon as practicable after proposing to introduce the change, TDSF must:
- (a) discuss with the relevant employees the introduction of the change; and
 - (b) for the purposes of the discussion - provide to the relevant employees:
 - (i) all relevant information about the change, including the nature of the change; and
 - (ii) information about what TDSF reasonably believes will be the effects of the change on the employees; and
 - (iii) information about any other matters that TDSF reasonably believes are likely to affect the employees; and
 - (c) invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
- 8.14 However, TDSF is not required to disclose confidential or commercially sensitive information to the relevant employees.
- 8.15 TDSF must give prompt and genuine consideration to matters raised about the change by the relevant employees.
- 8.16 In this clause "relevant employees" means the employees who may be affected by a change referred to in subclause 8.1.
- 8.17 TDSF respects the rights of its employees to negotiate collectively and to negotiate collective agreements.
- 8.18 Salaried and Senior Staff Consultative Committee
- TDSF recognises the value of involving its employees in communication and discussions on issues that affect them. One of the vehicles for this is the TDSF Salaried and Senior Staff Consultative Committee.
- 8.19 The TDSF Salaried and Senior Staff Consultative Committee will comprise management and nominated workplace representatives. The Committee members will develop appropriate terms of reference for the effective conduct of the Committee, including agreed meeting frequency.
- 8.20 The Committee will deal with employment-related issues which affect Salaried and Senior staff. TDSF Policies and Procedures as determined by management shall be provided to the TDSF Salaried and Senior Staff Consultative Committee for consideration prior to implementation.
- 8.21 The TDSF Salaried and Senior Staff Consultative Committee may form sub-committees as required to consider delegated matters.
- 8.22 The Committee will meet in a positive fashion to identify and implement continuous improvements that enhance TDSF services and value to customers.

9. Workplace Representatives

- 9.1 In recognition of their representative responsibilities, nominated employee representatives who are TDSF employees will be allowed the necessary time during working hours to conduct the business of a workplace representative and use appropriate resources to meet these obligations.
- 9.2 Workplace representatives are committed to consultation and working with TDSF in the interest of their constituents and the organization.

10. Right of Entry

The Parties recognise that authorised officials of the organisations which are entitled to represent employees covered by this Agreement may seek to enter TDSF premises to carry out activities in accordance with Part 3-4 of the Act.

11. Dispute Resolution Procedures

- 11.1 The Parties to the Agreement recognise and respect the valid roles of the other Parties and shall undertake all necessary steps to ensure that the following procedures apply in the event of any disagreement. The intention of this clause is to ensure that any disagreement in relation to the Agreement or the National Employment Standards (with the exception of s.65(5) and s.76(4) of the Act) shall be promptly resolved at the workplace in good faith without provocative action or resort to industrial bans or stoppages. This is in recognition that it is for the overall benefit of the Employer and Employees.
- 11.2 The procedure that will be followed to ensure the highest standard of industrial relations reliability is detailed as follows:
 - (a) The Employer and the Employee shall respectively notify each other as soon as possible of any disagreement. All efforts will be made to resolve disagreements at the management and workplace Authorised Delegate level in the first instance.
 - (b) If no agreement is reached at the workplace level, the parties to the disagreement shall refer the matter to senior management for dispute resolution. Such discussions shall occur within two business days or as such other time as mutually agreed between the parties.
 - (c) If no agreement is reached with senior management within two (2) business days either party can refer the dispute to the/an agreed Facilitator, whereby it shall become the subject of an alternative dispute resolution process.
 - (d) In the event that the process is unsuccessful, then the Facilitator shall arbitrate or otherwise determine the rights and obligations of the parties in relation to the dispute. The parties authorise the Facilitator to exercise all such powers as are necessary to fairly and effectively determine the dispute. The parties shall abide by the Facilitator's decision.

- (e) Where the parties cannot agree within two (2) business days on who is to be the Facilitator, a member of Fair Work Commission (FWC) shall be the Facilitator.
 - (f) The above steps shall not preclude the right of either party to refer a dispute to the FWC prior to commencing the process outlined in sub-clause (a). In these circumstances, the FWC shall retain its discretion to refer the parties to a Facilitator where the FWC considers that course is appropriate.
 - (g) Pending completion of the procedure set out in this clause work shall continue without interruption. No party shall engage in provocative action and pending the resolution of the dispute the work practice that existed prior to any change being made (status quo) shall apply. The rights of the parties shall not be prejudiced by the fact that work has continued under this process.
 - (h) The parties commit to expedite and not delay any of the steps outlined in this process.
- 11.3 An employee may be represented by a representative of their choice at any step of the above procedure.

12. Forms of Employment

Employees may be engaged on one of the following terms:

- (a) permanent full-time; or
- (b) permanent part-time; or
- (c) temporary - on either a full-time or part-time basis for a fixed term and for a clearly defined reason; or
- (d) casual.

13. Engagement of Employees

- 13.1 All employees shall be engaged for work with TDSF by a letter of appointment prior to the commencement of their employment. The letter shall specify their role, classification, remuneration and conditions of employment.
- 13.2 Full-time employees are engaged for 38 hours per week (averaged over a roster cycle in the case of rostered employees).
- 13.3 Part-time employees are engaged for less than 38 hours per week (averaged over a working cycle in the case of rostered employees). Part-time employees shall be paid at the ordinary hourly rate of pay prescribed for the classification in which they are employed and will accrue any relevant entitlements on a pro-rata basis in accordance with their ordinary hours worked.
- 13.4 Casual employees are engaged by the hour and receive a loading of 25% of the applicable hourly rate of pay (for all purposes of this Agreement)

for all hours worked, which is instead of, for example, Personal/Carer's Leave, Annual Leave, Annual Leave loading, Notice of Termination, Redundancy Benefits and the Industry Allowance.

14. Recruitment and Selection

- 14.1 TDSF is committed to recruiting the best person for the job through the established merit selection process.
- 14.2 Applicants for positions are required to possess qualifications and health standards in accordance with the position description for the particular position.
- 14.3 In the event a position becomes vacant TDSF will review the position and determine whether the position is to continue. Where the position is to continue TDSF will commence recruitment for the position as soon as practicable, within three (3) months of the vacancy occurring.

15. Individual Flexibility Arrangements

- 15.1 Notwithstanding any other provision of this Agreement, TDSF and an individual employee may agree to vary the application of certain terms of this Agreement to meet the genuine needs of the employer and the individual employee. The terms TDSF and the individual employee may agree to vary the application of are those concerning:
 - (a) arrangements for when work is performed;
 - (b) overtime rates;
 - (c) penalty rates;
 - (d) allowances; and
 - (e) leave loading.
- 15.2 TDSF and the individual employee must have genuinely made the agreement without coercion or duress. An agreement under this clause can only be entered into after the individual employee has commenced employment with TDSF.
- 15.3 The agreement between TDSF and the individual employee must:
 - (a) be confined to a variation in the application of one or more of the terms listed in clause 15.1; and
 - (b) result in the employee being better off overall at the time the agreement is made than the employee would have been if no individual flexibility agreement had been agreed to; and
 - (c) be about permitted matters under s.172 of the Act; and
 - (d) not contain unlawful terms under s.194 of the Act.
- 15.4 The agreement between TDSF and the individual employee must also:

- (a) be in writing, name the parties to the agreement and be signed by TDSF and the individual employee and, if the employee is under 18 years of age, the employee's parent or guardian;
 - (b) state each term of this award that TDSF and the individual employee have agreed to vary;
 - (c) detail how the application of each term has been varied by agreement between TDSF and the individual employee;
 - (d) detail how the agreement results in the individual employee being better off overall in relation to the individual employee 's terms and conditions of employment; and
 - (e) state the date the agreement commences to operate.
- 15.5 TDSF must give the individual employee a copy of the agreement within 14 days of it being agreed and keep the agreement as a time and wages record.
- 15.6 Except as provided in Clause 15.4(a) the agreement must not require the approval or consent of a person other than TDSF and the individual employee.
- 15.7 When seeking to enter into an agreement TDSF must provide a written proposal to the employee. Where the employee's understanding of written English is limited TDSF must take measures, including translation into an appropriate language, to ensure the employee understands the proposal.
- 15.8 The agreement may be terminated:
- (a) by TDSF or the individual employee giving 28 days' notice of termination, in writing, to the other party and the agreement ceasing to operate at the end of the notice period; or
 - (b) at any time, by written agreement between TDSF and the individual employee.

16. Higher Duties

- 16.1 TDSF is committed to offering its employees development opportunities by encouraging employees to act in higher positions when an employee at a higher grade is absent from work or on approved leave.
- 16.2 An employee will be formally appointed to the higher grade for the period they are acting in the higher position.

17. Payment of Salaries

Employees are paid each fortnight by electronic funds transfer into a financial institution nominated by the employee.

18. Incremental Salary Points

- 18.1 The employee salary structure in this Agreement includes incremental points in each grade. An employee's incremental position will be reviewed on an annual basis through a performance review process.
- 18.2 Where an employee's performance review meets the appropriate standard, the supervisor will recommend to the General Manager People and Culture that the employee move to a higher incremental salary point within the employee's grade.
- 18.3 The TDSF Performance Management Policy and Performance Management Procedures set out the process for performance management arrangements in TDSF including:
 - (a) the conduct of reviews; and
 - (b) ratings for salary progression.
- 18.4 For the purposes of increment progression, an employee's performance cycle commences each year on the date of the employee's appointment or anniversary of their appointment or on another date agreed between the employee and their manager.
- 18.5 A performance management agreement is agreed between an employee and their manager. The agreement sets out how the employee will contribute to TDSF's goals.
- 18.6 At any time during this procedure the employee can use the formal Dispute Resolution Procedures to resolve issues. Employees and their managers are encouraged to resolve difficulties informally.
- 18.7 The starting salary of an employee who is assigned a position on engagement, promotion or at higher duties is at the minimum pay point for the classification.
- 18.8 The TDSF MD may approve a starting salary at a higher pay point.
- 18.9 If an employee is promoted within TDSF, the employee's pay point must not be lower than the pay point at which the employee would be entitled to be paid if the employee were undertaking higher duties in the relevant classification.

19. Industry Allowance

- 19.1 Permanent and temporary employees are entitled to an Industry Allowance, which is included in the rates of pay set out at Attachment A of this Agreement. Prior to the commencement of this Agreement, the Industry Allowance was \$2475.14. This amount will increase in line with annual increases under this Agreement.
- 19.2 The Industry Allowance requires employees to comply with Clause 11 - Dispute Resolution Procedures of this Agreement. In the event an employee fails to comply with the Dispute Resolution Procedures TDSF may remove the allowance.

20. Salary Sacrifice

- 20.1 A permanent employee may elect to salary sacrifice their pre-taxed base salary subject to complying with Australian taxation legislation. Salary sacrifice is at the employee's risk and TDSF has no responsibility for its administration.
- 20.2 An employee is liable for the payment of any fringe benefit tax attracted by TDSF as a result of the employee's salary sacrifice arrangement.

21. Expenses

- 21.1 TDSF will reimburse an employee any approved expenses reasonably incurred by them in the service of the interest of TDSF.
- 21.2 If there is a disagreement on the reimbursement of expenses between TDSF and an employee, then the disagreement will be resolved in accordance with Clause 11 - Dispute Resolution Procedures of this Agreement.

22. Rostering Arrangements

- 22.1 TDSF operates seven (7) days a week over 365 days per year.
- 22.2 Rostered employees are required to work shift work on a roster system.
- 22.3 Employees who are rostered must ensure that they are available for duty and carry out such functions or duties as reasonably required by TDSF, consistent with their position description.
- 22.4 The following principles are the basis for developing rosters:
 - (a) operational requirements of the business;
 - (b) timetabled Ferry Services;
 - (c) employees' duty and rostered days off;
 - (d) the fatigue assessment of rosters using the FAIDSAFE system; and
 - (e) employees' work life balance.
- 22.5 Rosters will:
 - (a) be prepared on a regular cycle;
 - (b) be exhibited at a place reasonably accessible to employees; and
 - (c) be altered in accordance with the notice provisions set out in this agreement.
- 22.6 Rosters for Annual Leave will be prepared on a yearly basis.
- 22.7 A rostered shift for a permanent and/or temporary fulltime employee will:
 - (a) not be less than six (6) hours in duration; or
 - (b) exceed 12 hours in duration.

- 22.8 A rostered shift for a rostered casual employee will:
- (a) not be less than four (4) hours in duration; or
 - (b) exceed 12 hours in duration.
- 22.9 There will be a clear break of 10 hours between each shift, unless otherwise agreed between the employer and employee, subject to consideration of fatigue issues.
- 22.10 An employee may be asked to work longer than 12 hours in a shift in exceptional or unforeseen circumstances and will be paid overtime for the extra time worked.
- 22.11 A rostered employee who attends for duty in accordance with management instructions but is not required to perform duties is to receive payment of four hours pay.
- 22.12 A rostered employee who commences duty and is not required for a full shift is to receive payment for the entire shift.
- 22.13 The hours of work over a roster cycle for permanent and/or temporary full-time rostered employees will be devised on the basis of 38 ordinary hours per week averaged over a roster cycle. The roster cycle will be determined by TDSF in consultation with the employees affected by it.
- 22.14 Each rostered employee shall have at least two (2) Rostered Days Off per week averaged over the roster cycle.
- 22.15 Rostered employees are entitled to an unpaid break of 30 minutes free from duty after each five (5) continuous hours of work. A break shall commence not less than two (2) hours or more than five (5) hours from the commencement of a shift.
- 22.16 In view of the current staffing arrangements for Controlling Officers and Staff Allocation Officers, staff in these classifications will be rostered to work a maximum of 50% of weekends comprised in the roster cycle. For the purposes of this clause, 'weekends' shall be deemed to be Saturdays and Sundays and not inclusive of Fridays and Mondays over Public Holiday long weekends.

23. Changes to Rosters or Hours of Work

- 23.1 For the avoidance of doubt, clause 23 (and its sub-clauses) applies to changes to an employee's roster of a particular cycle and it does not apply to a change in an employee's regular roster or ordinary hours of work, which is covered by clause 8 of this Agreement.
- 23.2 TDSF will provide seven (7) days' notice to a permanent and/or temporary rostered employee of a minor roster change.
- 23.3 In exceptional circumstances TDSF will provide 24 hours' notice to a permanent and/or temporary rostered employee of a roster change. In the event an employee cannot accommodate a roster change within 24

hours' notice the issue will become subject to Clause 11 - Dispute Resolution Procedures of this Agreement.

- 23.4 TDSF will provide 21 days' notice to a permanent and/or temporary rostered employee of a significant roster change.
- 23.5 TDSF will provide rostered casual employees with as much notice as reasonably practicable of a roster change.

24. Shift Exchange

- 24.1 Employees may exchange shifts (not rosters) by mutual agreement, subject to TDSF's approval.
- 24.2 Employees who intend to exchange shifts will provide TDSF with adequate notice of any proposed exchange.
- 24.3 In considering a request for an exchange of shift TDSF will consider any fatigue impact on the employees who wish to exchange shifts.
- 24.4 All requests for shift exchange must be in writing.

25. Ordinary Working Hours: Non-Rostered Senior and/or Salaried Employees

Non-rostered Salaried and Senior employees generally work 38 hours per week Monday to Friday.

26. Ordinary Working Hours: Casual Employees

A casual employee is engaged to work by the hour in accordance with Clause 13.4 of this Agreement.

27. Accumulated Days Off

- 27.1 This clause does not apply to Authorised Officers.
- 27.2 Full time employees who work in excess of 38 hours per week (averaged over a roster cycle in the case of rostered employees) will bank the additional hours worked, up to 2 hours per week (averaged over a roster cycle in the case of rostered employees), towards the accrual of Accumulated Days Off (ADOs).
- 27.3 ADOs may be accrued up to a maximum of 12 days per annum.
- 27.4 If for operational reasons, an employee is unable to take their ADOs TDSF may approve a cash out of those accrued ADOs in any given year.
- 27.5 ADOs will expire one year after they have accrued.

28. Flexible Working Hours

- 28.1 Employees may enter into a flexible working hours scheme in accordance with Clause 15 of this Agreement.
- 28.2 Employees who work flexible working hours are not entitled to Accumulated Days Off provided for in Clause 27 of this Agreement.

29. Overtime

- 29.1 All overtime must be authorised by TDSF in advance of the overtime being worked.
- 29.2 Non-rostered Senior employees are not generally entitled to overtime payments under this Agreement. Such employees are required to hold themselves in some degree of readiness for extra duty. The relevant General Manager or their authorised nominee may approve payment for overtime to Senior employees where exceptional circumstances warrant such action. Any such approval must be pre-approved in writing.
- 29.3 Payment of overtime for non-rostered Senior employees as provided for in Clause 29.2 is at the single time rate and no other penalties apply, with the exception of Trades Supervisors at Balmain Shipyard.
- 29.4 Trades Supervisors at Balmain Shipyard shall be paid the following overtime rates:
- (a) time and a half for the first two (2) hours and double time thereafter (Monday to Friday);
 - (b) double time for Sunday;
 - (c) double time and a half for Public Holidays or time and a half with a day off in lieu.
- 29.5 Payment may be made to a rostered Senior employee who is required to work in excess of their rostered hours. Payment is at single time rate.
- 29.6 A rostered Salaried employee is entitled to the payment of overtime where they are required for work in excess of 38 ordinary weekly hours averaged over the roster cycle unless the time in excess is worked as part of the employee's rostered ordinary hours and accumulated towards ADOs.
- 29.7 Payment to a non-rostered Salaried employee who is required to work in excess of their ordinary hours will be time and a half for the first three hours and double time thereafter.
- 29.8 The rate of overtime payment for a rostered Salaried employee is time and a half for the first three (3) hours and double time thereafter.
- 29.9 Salaried employees who at the date of commencement of this Agreement are:
- (a) designated as Staff Allocation Officers; and
 - (b) rostered for shifts which exceed eight (8) hours; and
 - (c) receiving approved overtime for shifts worked in excess of eight (8) hours;
- will, for the life of this Agreement, continue to be paid overtime, when it is approved, for shifts worked in excess of eight (8) hours. This clause does not apply to any other employee covered by this Agreement.

30. Overtime Meal Allowance

- 30.1 A rostered employee who works authorised overtime for two (2) hours in excess of their shift is entitled to a meal allowance. The Overtime Meal Allowance rate is found in Attachment B of this Agreement.
- 30.2 A non-rostered employee who works authorised overtime for two (2) hours in excess of their normal working day is entitled to a meal allowance. The Overtime Meal Allowance rate is found in Attachment B of this Agreement.
- 30.3 Trades Supervisors at Balmain Shipyard are not entitled to an Overtime Meal Allowance for work performed on weekends.

31. Working Hours Accountability

- 31.1 TDSF will keep or cause to be kept a record of the times during which each employee has been on duty, including the times of commencing and finishing duty by each employee on each day.
- 31.2 Each day the employee will record their times of being on duty including the times of commencing and finishing on each day.
- 31.3 TDSF will keep a record of payments made to each employee, including wages, overtime payments and all allowances.

32. Penalties

- 32.1 A rostered or non-rostered Salaried employee who is required to work on a Saturday is entitled to a payment at the rate of time and a half for the length of time they are required to work.
- 32.2 A rostered or non-rostered Salaried employee who is required to work on a Sunday is entitled to a payment at the rate of double time for the length of time they are required to work.
- 32.3 A rostered Salaried employee is entitled to be paid a morning penalty allowance when they are required to commence work at or between 04:00 and 05:30, Monday to Friday.
- 32.4 A rostered Salaried employee is entitled to be paid an afternoon penalty allowance when they are required to commence work before 18:00 and finish at or after 18:30. These penalties do not apply to Saturday, Sunday, Public Holiday work or overtime. The applicable rates of pay are in Attachment B of this Agreement.

33. Public Holidays

- 33.1 An employee will be granted all New South Wales Standard Public Holidays as provided in the *Public Holidays Act 2010*.
- 33.2 In the event a rostered or non-rostered employee is required to work on a Public Holiday they are entitled to a penalty of either:
 - (a) double time and a half; or

- (b) time and a half and a day off in lieu for all hours worked.
- 33.3 A rostered or non-rostered employee may agree with their manager to choose to take the time in lieu at an operationally convenient time.
- 33.4 At the end of each financial year, all time off in lieu accrued by an employee in relation to Public Holidays worked for the previous year will be paid to the employee.
- 33.5 In the event a rostered or non-rostered employee is required to work on Christmas Day they are entitled to a penalty of:
 - (a) triple time; or
 - (b) double time and a day off in lieu for all hours worked.
- 33.6 A rostered or non-rostered employee may agree with their manager to choose to take the time in lieu at an operationally convenient time. Work on Christmas Day does not incur any other penalty.

34. Annual Leave

- 34.1 All employee requests for Annual Leave are subject to approval by TDSF.
- 34.2 All non-rostered permanent or temporary employees are entitled to four (4) weeks Annual Leave per annum.
- 34.3 All rostered permanent or temporary employees are entitled to five (5) weeks Annual Leave per annum.
- 34.4 All employees will take their Annual Leave each year unless authorised by TDSF to accumulate such leave from year to year. A maximum of 30 days Annual Leave per employee can be held at any one time unless authorized otherwise by the General Manager People and Culture.
- 34.5 Annual Leave loading will be paid at a rate of:
 - (a) 17.5% of the ordinary rate of pay paid during the leave period for non-rostered employees; and
 - (b) 20% of the ordinary rate of pay paid during the leave period for rostered employees.
- 34.6 TDSF may direct an employee who holds an Annual Leave balance in excess of 30 days to take that leave. Balances in excess of 30 days may also be cashed out in accordance with Clause 35 of this Agreement.
- 34.7 An employee's entitlement to paid Annual Leave accrues progressively during a year of service according to the employee's ordinary hours of work and accumulates from year to year.

35. Cashing Out Annual Leave

- 35.1 An employee may apply to cash out a portion of their accumulated Annual Leave at the current rate of pay, provided that:
 - (a) the employee's remaining Annual Leave (after the cashing out) is at least four (4) weeks; and

- (b) each cashing out of a particular amount of Annual Leave must be by a separate agreement in writing between the employer and the employee; and
- (c) the employee must be paid at least the full amount that would have been payable to the employee had the employee taken the leave that the employee is cashing out.

36. Long Service Leave

- 36.1 All full-time employees are entitled to 44 working days Long Service Leave upon completing 10 years of recognised service.
- 36.2 After the initial 10 years, full-time employees accrue 11 working days Long Service Leave for each additional year of service.
- 36.3 All requests to take Long Service Leave are subject to approval by TDSF.

37. Personal/Carer's Leave

- 37.1 Full-time employees engaged after 29 March 2006 accrue 10 days of Personal/Carer's Leave for each completed year of paid service.
- 37.2 Full-time employees engaged before 29 March 2006 accrue 12 days Personal/Carer's Leave for each completed year of paid service.
- 37.3 An employee's entitlement to paid Personal/Carer's leave accrues progressively during a year of service according to the employee's ordinary hours of work, and it accumulates from year to year.
- 37.4 Part-time employees will accrue their Personal/Carer's Leave on a pro-rata basis in accordance with their ordinary hours worked.
- 37.5 All periods of Personal/Carer's Leave count as service for all purposes.
- 37.6 The Managing Director may approve paid Personal/Carer's Leave in addition to the entitlement set out in this Agreement.
- 37.7 Personal/Carer's leave may be granted in the following circumstances:
 - (a) where the employee is ill or injured; or
 - (b) 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.
- 37.8 If an employee becomes ill or is injured whilst on Annual Leave or Long Service Leave, the number of days of incapacity shall be re-credited and counted as Personal Leave, provided that:
 - (a) the incapacity is promptly reported to TDSF within seven (7) days;
 - (b) the period of incapacity or illness is a minimum of one (1) week;
 - (c) the period of incapacity occurs within Australia and;

(d) the employee submits a medical certificate to the effect that due to the nature of their incapacity or illness the employee would be unable to perform their normal duties;

(e) the employee does not resign or elect to retire without resuming duty.

37.9 Personal/Carer's Leave Documentary Requirements

An employee applying for Personal/Carer's Leave must provide TDSF with a medical certificate attached to the Leave Application Form in the following circumstances:

(a) any absence due to personal illness or injury immediately before or after an Accumulated Day Off (ADO), a Rostered Day Off (RDO) or a Public Holiday;

(b) any such absence for longer than three (3) consecutive days;

(c) any absence during the first month of employment;

(d) for every application for Personal/Carer's Leave after an employee has taken six (6) individual leave days;

(e) on every occasion where an employee has exhausted all accrued entitlements to paid Personal/Carer's Leave;

(f) where TDSF is concerned that an employee is not fit to undertake their role; or

(g) as a result of a Personal Leave Review.

37.10 An employee is only entitled to submit a Statutory Declaration to TDSF for consideration as evidence of personal illness or injury in the event that employee is unable to attend a medical practitioner for that illness or injury.

38. Compassionate Leave

38.1 Subject to TDSF approval an employee is entitled to:

(a) two (2) days paid Compassionate Leave on each occasion where a member of an employee's immediate family or household suffers an injury, or contracts or develops a personal illness, which poses a serious threat to their life; or

(b) reasonable paid Compassionate Leave of at least two (2) days after the death of a member of an employee's immediate family or household.

38.2 TDSF may request that the employee provide appropriate evidence.

39. Domestic Violence Support

General Principle

39.1 TDSF recognises that Employees sometimes face situations of violence or abuse in their personal life that may affect their attendance or performance at work. Therefore, TDSF is committed to providing support to an Employee that experience domestic violence.

Definition of Domestic Violence

- 39.2 Domestic violence includes physical, sexual, financial, verbal or emotional abuse by a member of the Employee's immediate family or household as defined at Clause 6 of this Agreement.

General Measures

- 39.3 Proof of domestic violence may be required and can be in the form of an agreed document issued by the Police Service, a Court, a Doctor, a Domestic Violence Support Service or Lawyer.
- 39.4 All personal information concerning domestic violence will be kept confidential in line with Company Policy and relevant legislation. No information will be kept on an Employee's personnel file without their express written permission.
- 39.5 No adverse action will be taken against an Employee who has advised TDSF of circumstances as defined in sub-clause 39.2 if their attendance or performance at work suffers as a result of experiencing domestic violence.
- 39.6 TDSF will identify a contact in the People and Culture team who will be trained in domestic violence and privacy issues. TDSF will advertise the name of the contact within the Company.
- 39.7 An Employee experiencing domestic violence may raise the issue with their immediate supervisor/manager or the nominated People and Culture contact. The supervisor/manager may seek advice from People and Culture if the Employee chooses not to see the People and Culture contact.
- 39.8 Where requested by an Employee, the People and Culture contact will liaise with the Employee's supervisor/manager on the Employee's behalf, and will make a recommendation on the most appropriate form of support to provide in accordance with sub-clauses 39.4 and 39.5.
- 39.9 The Parties will develop guidelines to supplement this clause and which details the appropriate action to be taken in the event that an Employee reports domestic violence.

Leave

- 39.10 An Employee experiencing domestic violence will have access to Paid Special Leave for medical appointments, legal proceedings and other activities related to domestic violence. This leave will be in addition to existing leave entitlements and may be taken as consecutive or single days or as a fraction of a day. Approval for this leave will not be unreasonably withheld.
- 39.11 The amount of Paid Special Leave provided will be determined by the Employee's situation through consultation between the Employees, their supervisor/manager and the People and Culture team.

- 39.12 An Employee who supports a person experiencing domestic violence may take Personal Leave to accompany them to court, to hospital, or to mind children.

Individual Support

- 39.13 In order to provide support to an Employee experiencing domestic violence and to provide a safe work environment to all Employees, TDSF will where possible approve any reasonable request from an Employee experiencing domestic violence for:

- (a) changes to their span of hours or pattern or hours and/or shift patterns;
- (b) job redesign or changes to duties;
- (c) relocation to suitable employment within the Company;
- (d) a change to their telephone number or email address to avoid harassing contact; or

- 39.14 any other appropriate measure including those available under existing provisions for family friendly and flexible work arrangements.

- 39.15 An Employee experiencing domestic violence will be referred to the Employee Assistance Program (EAP) and/or other local resources.

40. Parental/Adoption Leave

- 40.1 Employees are entitled to unpaid parental leave in accordance with the Act.
- 40.2 Employees are entitled to paid leave in accordance with the Transdev policy.

41. Parental Leave

All permanent full-time and part-time employees who are the primary carers of a child and not entitled to Maternity or Adoption Leave are entitled to 52 weeks unpaid Parental Leave subject to approval by TDSF commencing within the period up to two (2) years from the date of birth of a child or taking custody of a child.

42. Leave Without Pay

- 42.1 All permanent full-time or part-time employees may apply for, and be granted, Leave Without Pay, subject to the TDSF organisational requirements and sufficient good reasons for the application.
- 42.2 All permanent employees may apply for a career break, without pay, subject to TDSF organisational requirements.

43. Community Service Leave

- 43.1 An employee who engages in an eligible community service activity is entitled to be absent for a period of time if, unless the activity is jury service, the employee's absence is reasonable in all the circumstances.
- 43.2 Eligible community service activity comprises:

- (a) jury service (including attendance for jury selection) that is required by or under a law of the Commonwealth, a State or a Territory; or
 - (b) a voluntary emergency management activity; or
 - (c) unpaid military leave.
- 43.3 An employee who wants an absence from their employment to be covered by this clause must give TDSF notice of the expected period of absence as soon as practicable.
- 43.4 An employee who has given notice of community service absence must provide TDSF with evidence that the absence is because the employee has been or will be engaging in an eligible community service activity.
- 43.5 On receipt of evidence of the employee attending jury service and the amount received by the employee to attend the service TDSF will reimburse the permanent full-time or part-time employee up to the equivalent of their salary.

44. Study Leave

An employee may apply to TDSF for Study Leave. Such leave may be granted to an employee in accordance with TDSF Training and Development Policies.

45. Travelling Assistance

- 45.1 An employee required to commence work at or prior to 05:00 or finish work at or after midnight is entitled to assistance in travelling to or from their place of residence.
- 45.2 In the event an employee is offered assistance in travelling to or from their place of residence, in the form of transport as per the above clause, TDSF will offer the employee travel by a vehicle up to the metropolitan taxi district limits. The metropolitan taxi district limit is defined as Otford in the south, Brooklyn in the north, Nepean River in the west and a straight line drawn from Penrith to Camden to cover the south / west boundary.

46. Travel Pass

- 46.1 A permanent full-time or permanent part-time Employee will be entitled to a travel pass issued in the name of the Employee for use by the Employee only and which may be used in accordance with the terms and conditions determined by the Government.
- 46.2 The travel pass is not transferable; and
- 46.2.1 Inappropriate use could result in the entitlement to the pass being withdrawn.
- 46.3 In addition to the prescribed ferry, bus and rail services, Employees will be eligible to have access to the following services under this clause:
- 46.3.1 Sydney Metro services between Rouse Hill and Bankstown; and

46.3.2 existing Inner West Light Rail services (including all stops between Central and Dulwich Hill) and future South East Light Rail services (including all stops between Circular Quay to Nine Ways/Randwick).

46.4 In respect of all travel passes (except for former Employee Gold Passes), the entitlement ceases upon exit from employment with TDSF for any cause.

46.5 This clause shall operate for the life of this Agreement.

47. Code of Conduct

- a. The TDSF Code of Conduct sets out acceptable conduct at work for its employees and will be followed in dealing with these matters.
- b. The Parties agree that all Salaried and Senior employees will comply with the TDSF Code of Conduct.

48. Personal Items Compensation

Where an employee sustains damage to, or loss of, their personal effects TDSF may reimburse the employee for damage or loss to personal effects subject to the following:

- (a) compensation is limited to a maximum of \$500 for any single item; and
- (b) compensation is only paid for personal effects which may reasonably be required by the employee for the performance of their duties.

49. Redundancy

- 49.1 TDSF operates in a changing environment and may need to restructure its operations and workforce to respond to those changes. TDSF's strategies for managing its permanent employees in response to any changes affect its ability to attract and retain a skilled and loyal workforce.
- 49.2 Where a permanent employee becomes displaced as a result of the abolition of their position, the General Manager People and Culture may make an offer of voluntary redundancy. The redundancy provisions do not apply to temporary employees.
- 49.3 Where an employee accepts voluntary redundancy, they are entitled to the following payments:
 - (a) four (4) weeks' notice or payment in lieu;
 - (b) severance pay at the rate of three (3) weeks per year of continuous service with a maximum of 39 weeks;
 - (c) an additional week's severance pay if the employee has between one year and two (2) years of continuous service;
 - (d) an additional one week's notice or pay in lieu for employees aged 45 or over, with five (5) or more years of completed service;

(e) pro-rata annual leave loading in respect of leave accrued at the date of termination; and

(f) pro-rata payment for incomplete years of service on a quarterly basis.

The employee may choose to have the redundancy payments owed to them made into a retirement fund of their choice.

49.4 If an offer of voluntary redundancy is accepted within two (2) weeks of the offer being made and the employment is terminated within the timeframe nominated by TDSF, the following payments apply:

(a) an additional 10 weeks' pay; and

(b) a payment of \$5,000 (subject to tax).

49.5 A displaced employee who accepts an offer of voluntary redundancy may also be entitled to assistance in seeking alternative employment or additional vocationally relevant knowledge and skills, subject to the approval of TDSF. The total expenditure for voluntary redundancy clients may be up to \$5,000.

49.6 The assistance to be provided to a displaced employee under the voluntary redundancy package may include the following:

(a) access to counselling;

(b) access to career transition, retraining opportunities and occupational information;

(c) advice on access to professional assessment to assist in determining vocational skills, aptitudes and interests;

(d) information on programs to upgrade existing skills, including provision of payment of fees, training allowances, books and equipment;

(e) access to assistance with job search, resume preparation and interview skills;

(f) access to assistance with trade/ skill certification; and

(g) removal costs to gain employment.

50. Redeployment

50.1 A displaced employee will be required to attend a meeting with their General Manager and a representative of People and Culture to discuss redeployment options and to complete a redeployment plan. The purpose of the plan is to identify:

(a) the skills, experience and knowledge of the displaced employee;

(b) positions across TDSF that may be potentially suitable for the displaced employee's temporary or permanent redeployment;

(c) training required which would increase the displaced employee's suitability for temporary or permanent redeployment;

- (d) previous travel required by the displaced employee between home and work and the locations for which they can be considered for redeployment;
 - (e) the displaced employee's professional background (if applicable) and whether the displaced employee is willing to consider redeployment to a variety of positions;
 - (f) whether the displaced employee could be considered for positions across the wider public sector;
 - (g) If career counselling and assistance in finding an external position is required.
- 50.2 A copy of the redeployment plan is to be given to the displaced employee and a copy placed on their personnel file.

51. Job Swap

- 51.1 A displaced employee who does not wish to accept an offer of voluntary redundancy may be approved by TDSF to swap with a substantively appointed employee subject to the following:
- (a) the position occupied by the substantively appointed employee is at the same grade as the substantive grade of the displaced employee;
 - (b) the employee who substantively occupies the position agrees in writing that they will become displaced if the job swap proceeds and they will immediately accept an offer of voluntary redundancy and cease employment on a date nominated by TDSF;
 - (c) both employees agree to the job swap; and
 - (d) the displaced employee is assessed by the relevant manager as having suitable knowledge, skills and experience to competently perform the duties of the position immediately or within a reasonable period given support and training.
- 51.2 When a job swap has been affected, the formerly displaced employee is substantively appointed and therefore is not entitled to further consideration for redeployment or redundancy.

52. Compulsory Redundancy

Should an employee be made compulsorily redundant they will receive payments as outlined in Clause 49.3 of this Agreement.

53. Termination with Notice

- 53.1 TDSF may terminate the employment of an employee at any time with four (4) weeks written notice subject to any probationary periods. An additional one week's notice or pay in lieu will apply for employees aged 45 or over, who have five (5) or more years of completed service.

- 53.2 An employee may terminate their employment at any time on two (2) weeks written notice.

54. Leave and Payment In Lieu of Notice Period

TDSF may in its discretion at the outset of, or at any time during, a notice period:

- (a) bring the employee's employment to an immediate end and pay the employee an amount equal to the salary that they would have received during the remaining portion of that notice period; or
- (b) require that the employee does not attend work for the remaining portion of that notice period.

55. Abandonment of Employment

- 55.1 In the event that an employee is absent from the workplace for three (3) consecutive days and has not notified TDSF of their absence from the workplace and the likely date of their return to work, TDSF will direct the employee to return to work within seven (7) days of the date of their absence from the workplace.
- 55.2 If the employee fails to notify TDSF of their inability to return to work or fails to return to work as directed, the employment of the employee will be deemed to have been abandoned.
- 55.3 The employee will have their employment terminated with no further notice or payments except for any accrued entitlements to the date of abandonment of employment.

56. On-Call Allowance

- 56.1 Technical Superintendents and Trades Supervisors at Balmain Shipyard who are required or directed to be contactable and available to be recalled to duty within a reasonable time outside the employee's ordinary hours of duty, are entitled to be paid an On-Call allowance.
- 56.2 The On-Call Allowance rate is found in Attachment B of this Agreement.
- 56.3 The On-Call allowance is not payable for any period that the employee does not hold themselves at the required degree of readiness to be contacted or recalled to duty.

57. Uniforms

- 57.1 On engagement TDSF will supply relevant employees with garments comprising their uniform, including protective clothing where necessary.
- 57.2 TDSF will replace items of uniform apparel for each employee on a fair wear and tear basis.

58. Drug and Alcohol testing

Without limiting the means by which TDSF may test any person for the presence of drugs or alcohol, TDSF may use and require oral swab and fluid testing when conducting drug testing as part of its drug and alcohol testing arrangements.

ATTACHMENT A – RATES OF PAY

A.1 During the life of this Agreement Salaried and Senior Staff will receive the following wage increases:

- Following the Agreement being approved in a ballot by a majority of eligible staff (subject to the Agreement being approved by the Fair Work Commission), staff will be paid a 2.5% wage increase and back dated as of the First Full Pay Period in August 2020; and
- On the First Full Pay Period in August 2021 staff will be entitled to a wage increase of 2.5%; and
- On the First Full Pay Period in August 2022 staff will be entitled to a wage increase of 2.5%; and
- On the First Full Pay Period in August 2023 staff will be entitled to a wage increase of 2.5%

SALARIED STAFF

	First Full Pay Period August 2020	First Full Pay Period August 2021	First Full Pay Period August 2022	First Full Pay Period August 2023
Clerk Grade 1				
Level 1	\$50,139	\$51,392	\$52,677	\$53,994
Level 2	\$52,226	\$53,532	\$54,870	\$56,242
Level 3	\$53,867	\$55,214	\$56,594	\$58,009
Level 4	\$55,972	\$57,371	\$58,806	\$60,276
Level 5	\$57,393	\$58,828	\$60,298	\$61,806
Level 6	\$59,031	\$60,507	\$62,019	\$63,570
Clerk Grade 2				
Level 1	\$59,828	\$61,323	\$62,856	\$64,428
Level 2	\$60,624	\$62,140	\$63,694	\$65,286
Clerk Grade 3				
Level 1	\$61,639	\$63,180	\$64,760	\$66,379
Level 2	\$63,078	\$64,655	\$66,271	\$67,928
Level 3	\$64,063	\$65,665	\$67,306	\$68,989
Clerk Grade 4				
Level 1	\$65,280	\$66,912	\$68,585	\$70,299
Level 2	\$66,898	\$68,571	\$70,285	\$72,042
Level 3	\$68,638	\$70,354	\$72,113	\$73,916
Clerk Grade 5				
Level 1	\$70,047	\$71,799	\$73,593	\$75,433
Level 2	\$72,677	\$74,494	\$76,357	\$78,266
Level 3	\$74,834	\$76,705	\$78,623	\$80,588
Clerk Grade 6				
Level 1	\$76,254	\$78,160	\$80,114	\$82,117

Level 2	\$78,290	\$80,248	\$82,254	\$84,310
Level 3	\$81,140	\$83,168	\$85,247	\$87,379
Clerk Special Grade				
Level 1	\$82,551	\$84,615	\$86,730	\$88,898
Level 2	\$86,775	\$88,945	\$91,168	\$93,448
Level 3	\$91,040	\$93,316	\$95,649	\$98,040
Authorised Officer-Trainee (0 – 6 months)	\$55,000	\$56,375	\$57,784	\$59,229
Authorised Officer	\$61,500	\$63,038	\$64,613	\$66,228
Senior Authorised Officer – By Appointment	\$67,000	\$68,675	\$70,392	\$72,152

SENIOR STAFF

	First Full Pay Period August 2020	First Full Pay Period August 2021	First Full Pay Period August 2022	First Full Pay Period August 2023
Senior Staff Grade A				
Level 1	\$92,320	\$94,628	\$96,994	\$99,419
Level 2	\$95,440	\$97,826	\$100,271	\$102,778
Level 3	\$98,782	\$101,251	\$103,783	\$106,377
Level 4	\$102,517	\$105,080	\$107,707	\$110,400
Level 5	\$106,852	\$109,524	\$112,262	\$115,068
Senior Staff Grade B				
Level 1	\$105,878	\$108,524	\$111,238	\$114,019
Level 2	\$109,277	\$112,009	\$114,809	\$117,680
Level 3	\$112,960	\$115,784	\$118,679	\$121,646
Level 4	\$116,992	\$119,916	\$122,914	\$125,987
Level 5	\$121,364	\$124,398	\$127,508	\$130,696
Senior Staff Grade C				
Level 1	\$117,747	\$120,691	\$123,708	\$126,801
Level 2	\$121,514	\$124,552	\$127,665	\$130,857
Level 3	\$125,621	\$128,762	\$131,981	\$135,280
Level 4	\$129,964	\$133,213	\$136,543	\$139,957
Level 5	\$134,660	\$138,026	\$141,477	\$145,014
Senior Staff Grade D				
Level 1	\$130,527	\$133,791	\$137,135	\$140,564

Level 2	\$134,712	\$138,080	\$141,532	\$145,070
Level 3	\$139,197	\$142,677	\$146,244	\$149,900
Level 4	\$144,297	\$147,904	\$151,602	\$155,392
Level 5	\$149,819	\$153,565	\$157,404	\$161,339
Senior Staff Grade E				
Level 1	\$143,308	\$146,890	\$150,563	\$154,327
Level 2	\$147,984	\$151,683	\$155,476	\$159,362
Level 3	\$153,365	\$157,199	\$161,129	\$165,157
Level 4	\$159,218	\$163,199	\$167,279	\$171,461
Level 5	\$165,687	\$169,829	\$174,075	\$178,427
Senior Staff Grade F				
Level 1	\$158,828	\$162,798	\$166,868	\$171,040
Level 2	\$164,019	\$168,120	\$172,323	\$176,631
Level 3	\$169,795	\$174,040	\$178,391	\$182,851
Level 4	\$176,121	\$180,524	\$185,037	\$189,663
Level 5	\$183,176	\$187,755	\$192,449	\$197,260
Senior Staff Grade G				
Level 1	\$173,249	\$177,580	\$182,020	\$186,570
Level 2	\$179,269	\$183,751	\$188,345	\$193,053
Level 3	\$185,861	\$190,508	\$195,270	\$200,152
Level 4	\$192,793	\$197,613	\$202,553	\$207,617
Level 5	\$200,471	\$205,482	\$210,619	\$215,885

ATTACHMENT B – ALLOWANCES

B.1 During the life of this Agreement the following increases will apply to Allowances:

- Following the Agreement being approved in a ballot by a majority of eligible staff (subject to the Agreement being approved by the Fair Work Commission), staff will be paid a 2.5% allowance increase and back dated as of the First Full Pay Period in August 2020; and
- On the First Full Pay Period in August 2021 staff will be entitled to an allowance increase of 2.5%; and
- On the First Full Pay Period in August 2022 staff will be entitled to an allowance increase of 2.5%; and
- On the First Full Pay Period in August 2023 staff will be entitled to an allowance increase of 2.5%

Allowance	First Full Pay Period August 2020	First Full Pay Period August 2021	First Full Pay Period August 2022	First Full Pay Period August 2023
Overtime Meal Allowance - payable in accordance with Clauses 30.1 and 30.2	\$15.56 per occasion	\$15.95 per occasion	\$16.35 per occasion	\$16.76 per occasion
Shift Allowance - payable in accordance with Clauses 32.3 and 32.4	\$3.31 per occasion	\$3.39 per occasion	\$3.48 per occasion	\$3.56 per occasion
On-Call Allowance - payable in accordance with Clause 56.1 Technical Superintendents	\$243.58 per fortnight	\$249.66 per fortnight	\$255.91 per fortnight	\$262.30 per fortnight
On-Call Allowance - payable in accordance with Clause 56.1 Trades Supervisors	\$226.13 per fortnight	\$231.78 per fortnight	\$237.57 per fortnight	\$243.51 per fortnight

**TRANSDEV SYDNEY FERRIES
SALARIED AND SENIOR STAFF AGREEMENT 2020**

SIGNATORY PAGE

Signed for and on behalf of Transdev Sydney Ferries by Manager with delegated authority to bargain for and sign this Agreement on behalf of Transdev Sydney Ferries Pty Ltd:

JOSHUA ARUL
 Name
Level 2, 400 Barangaroo Avenue
 Address
Barangaroo NSW 2000
Manager P&C - Employee Relations
 Title
Delegated Authority
 Explanation of authority
[Signature]
 Signature
Alexandra Teixeira
 Witness
[Signature]
 Date
21 December 2020

Signed for and on behalf of the Maritime Union of Australia Division of the Construction, Forestry, Maritime, Mining and Energy Union which was a bargaining representative of employees covered by this Agreement:

Paddy Crumlin
 Name
Level 2, 365 Sussex St Sydney
 Address

 Title
Divisional National Secretary
 Explanation of authority
[Signature]
 Signature
 Witness
Kerry McGuire
 Date
21 DECEMBER 2020.

Signed for and on behalf of the Australian Institute of Marine and Power Engineers, which was a bargaining representative of employees covered by this Agreement:

Name	<hr/>
Address	<hr/> <hr/>
Title	<hr/>
Explanation of authority	<hr/>
Signature	<hr/>
Witness	<hr/>
Date	<hr/> <hr/>

Signed for and on behalf of the Australian Services Union, which was a bargaining representative of employees covered by this Agreement:

Name	<hr/>
Address	<hr/> <hr/>
Title	<hr/>
Explanation of authority	<hr/>
Signature	<hr/>
Witness	<hr/>
Date	<hr/> <hr/>

IN THE FAIR WORK
COMMISSION

Fair Work Act 2009 (Cth) ("FW Act")

Matter number:

AG2020/4201

Employer:

**Transdev Sydney Ferries Pty Ltd
(Employer)**

Application:

**Section 185 – Application for approval of
a single enterprise agreement, namely the
*Transdev Sydney Ferries Salaried and
Senior Staff Enterprise Agreement 2020*
(Agreement)**

Authorised representative:

**Joshua Arul
Manager People & Culture - Employee
Relations**

Undertaking- Section 190

For and on behalf of the Employer I, Joshua Arul:


1. declare that I have:

- a. authority to give this undertaking on behalf of the Employer,**
- b. sought the views of all bargaining representatives for this
undertaking pursuant to s 190(4) of the FW Act,**

**2. understand that each undertaking is to be taken to be a term of the
Agreement,**

3. give the following undertaking/s with respect to the Agreement:

- a. In respect of clause 55 of the Agreement, the following:
“Notwithstanding clause 55, Abandonment of Employment, of the
Agreement, if, at law, an employee’s employment is terminated at the
Employer’s initiative and is not abandoned by the employee, the
Employer shall provide notice of termination (or payment in lieu
thereof) in accordance with the National Employment Standards.”**

Date signed:	1 February 2021
For and on behalf of the Employer by: [In accordance with s.190(5) of the FW Act]	Joshua Arul
Signature:	
Witness name:	Aleksandra Teixeira
Witness signature:	