



Transport  
for NSW

**EMPLOYEE INFORMATION KIT  
CONTRACT 6 BUS SERVICES  
TRANSITION ARRANGEMENTS  
2018**

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# 1 INTRODUCTION

## 1.1 PURPOSE

This information kit has been developed to provide you with information about the arrangements for transitioning the Contract 6 Bus Services (known as Contract 6) to Transit Systems West Pty Ltd (known as Transit Systems) including terms and conditions of employment; superannuation; management of leave entitlements; and the employment offer process.

## 1.2 TRANSFER OF SERVICES

Transit Systems West Pty Ltd (Transit Systems) will operate Contract 6 Bus Services (known as Contract 6) from 1 July 2018.

Transit Systems will cover the area that is currently covered by State Transit Contract 6.

## 1.3 DEFINITIONS

"Government Service" is service recognised by State Transit in accordance with Schedule 2 of the *Government Sector Employment Act 2013*, including service with the State Transit Division of the Government Service under the *Public Sector Employment and Management Act 2002*, State Transit, and other relevant NSW public sector agencies.

"Commencement Date" is the date on which Transit Systems commences operations of Contract 6 Bus services currently operated by State Transit in accordance with its service contract with Transport for NSW, scheduled to be 1 July 2018.

## 1.4 ENQUIRIES

If you have any questions relating to the information contained in this document, or other matters related to the transfer of services to Transit Systems please visit the Stay Informed website: [www.Stayinformed.transport.nsw.gov.au](http://www.Stayinformed.transport.nsw.gov.au) and for questions relating to individual circumstance please email: [Contract6@transport.nsw.gov.au](mailto:Contract6@transport.nsw.gov.au)

## 2 SUMMARY OF TRANSITION ARRANGEMENTS

The following points provide you with an overview of the arrangement which will apply on the transfer of your employment to Transit Systems. More detailed information on each of these points is available in the relevant section of this information kit.

- **Offer of Employment (section 3)**

All permanent and temporary award staff employed by State Transit in Contract 6 will be offered employment with Transit Systems, including injured employees and those on worker's compensation. Casual award staff will continue to be offered engagements.

- **Terms and conditions of employment (section 4)**

The terms and conditions of the Award that applied to you as an employee of State Transit immediately before the Commencement Date will be maintained during the Employment Guarantee Period (unless varied by consent), or longer where provided by law.

If you have individual arrangements such as part-time working agreements and personal salaries, these will be recognised Transit Systems.

- **Employment Guarantee Period (section 4)**

If you are a permanent State Transit staff member, you will be entitled to an Employment Guarantee Period of 18 months from the Commencement Date.

If you are a temporary State Transit staff member, the terms of your contract at the Commencement Date will be honoured.

- **Traineeships (section 4)**

Traineeships in place on the Commencement Date will remain in place when you commence with Transit Systems.

- **Superannuation (section 5)**

There will be no change to your superannuation arrangements when you commence with Transit Systems. You will be able to continue to participate under the same defined benefit or accumulation scheme.

- **Leave entitlements and continuous service (section 6)**

You will be eligible to have all your accrued annual and long service leave entitlements transferred when you commence with Transit Systems or you may cash out either all or part of the accrued leave.

The full length of Government Service recognised by State Transit will be recognised by Transit Systems for future leave accruals.

## **3 THE OFFER OF EMPLOYMENT**

### **3.1 OFFER OF EMPLOYMENT WITH TRANSIT SYSTEMS**

A letter of offer of employment from Transit Systems will be delivered to you at your home depot, the week commencing 4 April 2017. If you are not on duty, arrangements will be made for the letter to be forwarded to your home address by registered mail.

You should confirm your acceptance of the offer by signing and returning the letter of employment to Transit Systems via the reply paid envelope within 10 business days of the date of the letter. This same process and time limit also applies if you are currently absent from work as a result of a long-term illness or a worker's compensation claim, i.e. you are not expected to return to work within one month of receiving the letter (you will be contacted when offer letters are sent if you are off duty as a result of a long-term illness or worker's compensation).

If you are currently on approved annual leave, short-term personal/carer's/sick leave or long service leave and are expected to return to work within one month of receiving the letter, please return the letter on your return from leave.

By accepting the offer of employment from Transit Systems you will be taken to have resigned from employment with the Transport Service on and from the date of transfer to Transit Systems.

You will continue to be employed by State Transit throughout the remainder of the period prior to your transfer to Transit Systems and will undertake your existing work commitments as directed by State Transit personnel.

You will also receive a letter from the Transport Secretary for New South Wales, Rodd Staples. This letter will outline the transition arrangements. It will also give you the opportunity to elect to cash out your annual and/or long service leave. See section 6 for further information about this.

### **3.2 IF YOU CHOOSE NOT TO ACCEPT THE OFFER OF EMPLOYMENT**

The offer of employment from Transit Systems constitutes an offer of 'comparable employment' under cl. 25A of the Government Sector Employment Regulation 2014 (the GSE Regulation).

If you choose to decline the offer of comparable employment from Transit Systems, in accordance with clause 25A of the GSE Regulation, you will not be entitled to any redundancy or severance payment on the cessation of your employment that results from Transit Systems assuming responsibility for operating Region 6.

If you do not accept the offer of comparable employment from Transit Systems, as STA will not be operating Region 6 bus services and your existing position with the STA in Region 6 will cease, further discussions with you will occur.

## 4 EMPLOYMENT ARRANGEMENTS

### 4.1 AWARDS

All Award State who accept an offer of employment with Transit Systems will retain the award conditions and entitlements that applied immediately before the Commencement Date for the employment guarantee period, unless varied by consent, or for a longer period where provided under law.

Any pay increase in an award due after the Commencement Date will be recognised by Transit Systems.

Under the transfer of business rules of the *Fair Work Act*, awards in place immediately before the Commencement Date stay in place for five years or until a new federal enterprise agreement is negotiated.

### 4.2 POLICIES AND PROCEDURES

The following operational and human resource policies and procedures will transfer to Transit Systems and will be applicable for a defined period (subject to any change by consent). Following the relevant defined period, changes may be made to that policy or procedure, subject to consultation with staff and unions.

#### **Applicable for 3 months:**

- Transfer and Voluntary Regression Procedure
- Flexible Work Practices Procedure
- Bus Operators Absence Management Program
- Leave Without Pay Procedure
- Sick Leave Procedure Military Leave Procedure
- Emergency Leave Procedure
- Secondary Employment Policy
- Probation
- Bus Operations Handbook

#### **Applicable for 6 months:**

- Excess Travel Time Procedure
- Domestic Violence Leave Procedure
- Guidelines for Managing Conduct and Performance
- Career Breaks
- Purchased Personal and Family Leave Procedure
- Parental Leave Procedure
- Miscellaneous Special Leave Procedure
- Blood and Bone Marrow Donation Leave

- Bank, Concessional Picnic and Public Holiday Procedure
- Long Service Leave Procedure
- Compassionate/Bereavement Leave Procedure
- Annual Leave Procedure
- Carers Leave Procedure
- Collisions Performance Management Procedure
- Guidelines for Retreat Spaces
- Grievance Resolution Procedure
- Traffic Law Violation Procedure
- Depot Clerk Roster Manual

### **4.3 EMPLOYMENT GUARANTEE PERIOD**

All permanent award staff who accepts an offer of employment with Transit Systems will be entitled to an 18-month Employment Guarantee Period, within which you will not be able to have your employment terminated by Transit Systems due to redundancy.

The following provisions will apply during the Employment Guarantee Period:

- a) The Award terms and conditions cannot be varied during the Employment Guarantee Period, except by agreement with you.
- b) Your employment can be terminated during the Employment Guarantee Period:
  - for serious misconduct, or
  - pursuant to a disciplinary process

The Employment Guarantee Period does not prevent you from agreeing with Transit Systems that you will accept a voluntary redundancy because your position is no longer required.

You may also choose to resign during the Employment Guarantee Period.

### **4.4 REDUNDANCY AFTER THE EMPLOYMENT GUARANTEE PERIOD**

If, following the Employment Guarantee Period, Transit Systems determines that your position is redundant, you will be entitled to a redundancy payment in accordance with the terms and conditions of employment with Transit Systems or as provided under law.

The redundancy payment will be calculated based on your continuous length of Government Service as defined in section 1 above.

### **4.5 TEMPORARY STATE TRANSIT STAFF**

If you are a temporary State Transit staff member, the terms of your contract at the Commencement Date will be honoured.



#### **4.6 CASUAL STATE TRANSIT STAFF**

If you are a casual State Transit staff member, Transit Systems will make you an offer to continue to engage you on a casual basis.

#### **4.7 RECOGNITION OF INDIVIDUAL EMPLOYMENT ARRANGEMENTS**

If you have individual arrangements such as part-time working agreements and personal salaries, these will be recognised by Transit Systems.

Any variation to an agreed part-time employment arrangement must be agreed between you and Transit Systems in accordance with the applicable award or agreement.

#### **4.8 TRAINEES**

If you are a trainee, you will receive an offer of employment with Transit Systems and your current training plan will remain in place on the Commencement Date.

Changes to your training plan can only be made with the agreement of the relevant registered training organisation, Transit Systems and you and in accordance with the State Training Services Training Plan Guidelines of the New South Wales Department of Industry, Skills and Regional Development, as in force from time to time.

Your employment cannot be terminated during the term of your traineeship, except:

- a. in the event of serious misconduct;
- b. pursuant to the proper application of reasonable disciplinary procedures; or
- c. by agreement with you;

Transit Systems will be required to give you six months' notice if your services are no longer required, which cannot take effect any earlier than the completion of your traineeship.

An employment guarantee of 18 months will apply from the 1 July 2017 if you are appointed to a permanent position at the conclusion of your traineeship.

#### **4.9 TRAVEL PASSES**

Employee travel passes and the ability to accrue service for the Gold Pass will transfer to Transit Systems for a period of three years from the commencement date. This will include the ability to use the employee travel pass for free travel on prescribed State Transit, Sydney Ferries, Sydney Trains and NSW TrainLink intercity services, as set out in the STA Employee Opal Cards and Travel Passes Procedure

You will also retain the ability to accrue service towards the Gold Pass during that period.

#### **4.10 SALARY SACRIFICE ARRANGEMENTS**

All your salary sacrifice arrangements in place prior to the Commencement Date, including superannuation and novated leases, will be continued by Transit Systems.

You should seek independent financial advice about any tax implications that may arise from transferring a novated lease, particularly as all Fringe Benefits Tax is at your cost.

#### **4.11 WORKER'S COMPENSATION**

You will be contacted when offer letters are sent if you are off duty on worker's compensation.

If you are injured and are entitled to receive worker's compensation benefits whilst employed by State Transit, you will continue to be covered by State Transit's worker's compensation policy; however, Transit Systems will manage any return to work program.

Benefits payable under worker's compensation will continue to be paid by State Transit until the claim is able to be closed.

If you have questions about your return to work whilst on worker's compensation, please contact your State Transit Health Services Officer.

If you have questions about your worker's compensation claim please contact your individual case manager within Transport Shared Services Injury and Claims Management.

#### **4.12 TRANSFER OF PERSONAL INFORMATION TO TRANSIT SYSTEMS**

If you accept employment with Transit Systems your personal details – including home and telephone contact details and superannuation and banking institution and account information will be provided to Transit Systems on or after the Commencement Date.

## **5 SUPERANNUATION**

The NSW Government has made a commitment that all existing superannuation arrangements will continue when you commence with Transit Systems.

### **5.1 GENERAL**

You will retain your superannuation arrangements and will continue to be a member of the same defined benefit or accumulation scheme, including the NSW public sector superannuation schemes, while you remain employed by Transit Systems.

Continuation of your existing superannuation arrangements is designed to ensure that you are not disadvantaged upon transfer to Transit Systems.

This arrangement will continue to apply unless you choose to leave Transit Systems or choose to change your superannuation fund.

State Authorities' Superannuation Scheme (SASS), State Superannuation Scheme (SSS) and State Authorities Non-Contributory Superannuation Scheme (SANCS) members will continue their contributory membership of these schemes and existing legislation and benefits of these schemes will apply until the end of your employment with Transit Systems.

You will continue to have the option to salary sacrifice additional superannuation contributions.

### **5.2 ACCUMULATION SCHEME MEMBERS**

For accumulation scheme members:

- Transit Systems will become a contributor to your existing accumulation scheme (e.g. First State Super);
- Accumulation schemes are in a competitive industry regulated by the Commonwealth Government and you are free to stay with your current scheme or roll over your benefit to another approved scheme; and
- Superannuation arrangements will not change as a result of the Employment Guarantee Period ending.

### **5.3 DEFINED BENEFIT SCHEME MEMBERS**

For defined benefit scheme members:

- Transit Systems will become a contributor to your existing defined benefit scheme – i.e. State Superannuation Scheme (SSS), State Authorities Superannuation Scheme (SASS) and State Authorities Non-Contributory Superannuation Scheme (SANCS); and
- Superannuation arrangements will not change as a result of the Employment Guarantee Period ending.

## **6 LEAVE ENTITLEMENTS AND SERVICE**

### **6.1 RECOGNITION OF PAST SERVICE**

Transit Systems will be required to recognise your prior Government Service as defined in section 1.4 above. The service will be recognised for all purposes, including the calculation of future leave entitlements with Transit Systems.

The continuity of your service will not be broken by accepting an offer of employment with Transit Systems.

### **6.2 ANNUAL LEAVE AND LONG SERVICE LEAVE**

You may choose to receive payment for some or all of your accrued annual and/or qualifying long service leave from State Transit at the time you commence with Transit Systems or to have those entitlements transferred. This choice only applies to leave that has accrued and that you would have otherwise been able to take.

Prior to the Commencement Date, you will be given an election form and you will have an opportunity to choose whether:

- you are paid some or all of your accrued annual and/or qualifying long service leave (less tax) at or around the time your employment with State Transit ceases;

or

- some or all of your accrued annual and/or qualifying long service leave is to be transferred to and recognised by Transit Systems.

If you cash out all your accrued long service leave you will not have any actual accrued Long Service leave remaining left to transfer; however, your service with State Transit will be taken into account for the purposes of accrual of future long service leave entitlements.

Purchased leave arrangements where incorporated in an award will transfer.

### **6.3 TAX TREATMENT FOR CASHED OUT LEAVE**

Accrued annual leave will generally be taxed at your marginal tax rate if cashed out. The marginal rate applies to amounts of annual leave accrued on or after 18 August 1993. Any annual leave accrued before this date will have a 32 per cent maximum income tax rate (inclusive of the Medicare Levy but not the Medicare Levy Surcharge).

Accrued Long Service leave will generally be taxed at your marginal tax rate if cashed out. The marginal rate applies to Long Service or Extended leave accrued on or after 18 August 1993. Any Long Service or Extended leave accrued between 16 August 1978 and 17 August

1993 will have a 32 per cent maximum income tax rate (inclusive of the Medicare Levy but not the Medicare Levy Surcharge). A lower effective tax rate applies to Long Service or Extended leave accrued prior to 16 August 1978.

If you are considering cashing out leave, you should seek independent financial advice on the full tax implications.

There is no tax impact if your leave is transferred to Transit Systems.

#### **6.4 PERSONAL LEAVE**

All personal leave (including Sick Leave and Carer's Leave) that you have accrued during your employment with State Transit (or in another government sector agency prior to State Transit) and not taken will be transferred to Transit Systems on or around the Commencement Date.

#### **6.5 CURRENT LEAVE APPROVALS**

Long service and annual leave already approved will be recognised as part of the transition to Transit Systems as part of continuous service arrangements.

## **7 TAXATION ISSUES**

### **7.1 IMPORTANT**

- Taxation implications will vary according to individual circumstances.
- You should seek independent financial advice.

### **7.2 SUPERANNUATION**

There is no taxation impact on superannuation as a result of the continuation of existing superannuation arrangements.

### **7.3 PAYMENT OF LEAVE ENTITLEMENTS ON TRANSFER**

If you elect to be paid out all or part of your accrued unused annual and/or long service leave entitlements, those entitlements will be taxed at your marginal tax rate or such other rate, as required by law.



Transport  
for NSW

5 April 2018

Thomas John Herlihy

**PRIVATE & CONFIDENTIAL**

Dear Thomas John

**Transfer of Employment to Transit Systems West Pty Ltd**

We are writing to you to confirm the change in your employment arrangements arising from the franchising of Region 6 Bus Services.

As was announced the franchising of Region 6 Bus Services to **Transit Systems West Pty Ltd (Transit Systems)** is scheduled to occur on about 1 July 2018.

You have been provided with an offer of employment from Transit Systems. Acceptance of this offer will result in your employment with the Transport Service ceasing, where you are a staff member of the State Transit Authority (STA) and there will be no payment in lieu of notice or redundancy.

The Transit System's offer constitutes an offer of alternative suitable employment, given that it is offering you employment on the same Award terms and conditions (including superannuation) that you had with the Transport Service with full continuity of employment for all purposes.

Within 14 days of the commencement of your employment with Transit Systems, the Transport Service will pay to you any outstanding entitlements to wages, salaries and other remuneration or benefits that are due to you in accordance with the requirements of any relevant legislation, award or agreement. Within 30 days of the change in employer, superannuation contributions payable for your benefit will be paid to your fund.

You have the option of having any accrued annual leave and long service leave paid to you or the current value of the leave transferred to Transit Systems. Please make your selection by completing the attached form and returning it in the enclosed reply-paid envelope.

As Transit Systems will assume liability for and recognise your personal/carer's/sick leave, and any annual leave or long service leave accrued during your period of recognised continuous service with the Transport Service that is not paid to you, you will not be paid by any amounts relating to these entitlements arising from the cessation of your employment with the Transport Service.

Transport for NSW

18 Lee Street, Chippendale NSW 2008 | PO Box K659, Haymarket NSW 1240  
T 02 8202 2200 | F 02 8202 2209 | W [transport.nsw.gov.au](http://transport.nsw.gov.au) ABN 18 804 239 602

Your current Employee Travel Passes, subject to current terms and conditions, will be able to be used on Transit System's services for a period of 3 years. Your period of employment with Transit Systems, up to a total of 3 years, and your period of service with STA will count towards eligibility to receive a Gold Employee Travel Pass. Transit Systems will recognise a Gold Employee Travel Pass, in accordance with the terms and conditions on which the pass is issued.

If you accept the offer of employment with Transit Systems, prior to the transfer of your employment, the STA will provide information and records to Transit Systems about your employment, for example, your salary level, leave entitlements, length of service and superannuation details.

We would like to take this opportunity to thank you for your services to the Transport Service and wish you well in your future at Transit Systems.

Yours sincerely

**Rodd Staples**  
**Secretary**



## 8 QUESTIONS AND SUPPORT

### 8.1 FURTHER QUESTIONS

The Stay Informed website [www.Stayinformed.transport.nsw.gov.au](http://www.Stayinformed.transport.nsw.gov.au) has been developed to keep lines of communication open with Contract 6 State Transit staff. You can view this website for information about Contract 6 bus services, ask questions and sign up with your email address or mobile number to get updates.

In addition to the Stay Informed website, you will also continue to be updated through information bulletins, correspondence, team meetings and face-to-face information sessions.

### 8.2 SUPPORT SERVICES

If you have any questions about Contract 6 bus services that you would like to raise, you can do so in the following ways:

1. Email: [stayinformed@transport.nsw.gov.au](mailto:stayinformed@transport.nsw.gov.au)
2. Visit the Stay informed website: [www.Stayinformed.transport.nsw.gov.au](http://www.Stayinformed.transport.nsw.gov.au)

The Employee Assistance Program offers a number of confidential support services for staff. For more information call 1300 360 364.



5 April 2018

Dear Team Member,

Welcome to the Transit Systems team. As one of Australia's largest privately owned, family operated and most experienced public transport operators, we are excited about having you on board and to start servicing Region 6 in July this year.

We value and respect your experience and are pleased to provide you with the opportunity to join our network of passionate, knowledgeable and experienced team.

We believe that we can only be as successful and strong as our team, so we continually invest in our people from professional development and training to workplace culture, and we believe this strengthens our commitment to providing safe, reliable and convenient passage to the 270 million people that we move each year.

Enclosed is your Transit Systems Employee Pack, as part of your transfer across to the Transit Systems team. You will find enclosed:

- Offer of Employment letter to keep for your records
- Offer of Employment letter to be signed and returned

Additionally you will find the below forms, which are to be completed and returned prior to your commencement:

- Secondary Employment Form
- Payroll Details Form
- Tax File Declaration
- Payroll Deduction Authority
- Standard Choice Superannuation Fund form
- Fair Work Information Statement

Once you have returned your signed Offer of Employment, you will have confirmed your employment with Transit Systems, Australia's leading public transport operator. We constantly strive to ensure a positive workplace and have a culture of continuous improvement and performance. We draw on an incredibly experienced international transport team to ensure we bring world-class practices to each of our contract regions, and in turn, offer a dynamic and rewarding workplace.

We look forward to receiving your signed Offer of Employment. If you have any questions about this pack, please do not hesitate to contact one of our information Officers located at your depot.

I want to personally welcome you on board and I look forward to meeting you soon.

Regards,

Clint Feuerherdt  
CEO, Transit Systems Group

Transit Systems West Services Pty Ltd ABN: 21 624 939 699

| E Region6@transitsystems.com.au | W transitsystems.com.au/Sydney



5 April 2018

Thomas John Herlihy

Leichhardt Depot

PRIVATE & CONFIDENTIAL

Dear Thomas John

**Letter of Offer of Employment – Full Time**

Subject to the completion of the transfer of the operations of Region 6 Bus Services to Transit Systems West Pty Ltd, Transit Systems West Services Pty Ltd offers you employment in the same position as your current position with the Transport Service where you are a staff member of the State Transit Authority (STA). Your existing Award terms and conditions of employment will remain the same, as will your location of work.

If you accept this offer of employment, on and from the 1 July 2018, you will become an employee of Transit Systems West Services Pty Ltd and:

- (a) Your employment with Transit Systems West Services Pty Ltd will not be terminated by Transit Systems West Services, Pty Ltd for a period of 18 months after the 1 July, 2018, except in the case of proven serious misconduct, or reasonable disciplinary procedures, or by agreement with you;
- (b) Your continuous service, as previously recognised by the Transport Service, will be recognised by Transit Systems West Services, Pty Ltd and your continuity of employment will be treated as not having been broken;
- (c) Transit Systems West Services, Pty Ltd will assume liability for annual leave, personal/carer's/sick leave and long service leave accrued during your period of recognised continuous service with the Transport Service;
- (d) Your current Award will apply to Transit Systems West Services, Pty Ltd and you, and the terms and conditions of that Award cannot be varied for a period of 18 months after the 1 July, 2018, except by agreement entered into, by or on behalf of you in accordance with any applicable industrial law;
- (e) If you are a part time employee, any change to your part time employment arrangements must be agreed with you, in accordance with your applicable award;
- (f) Your current Employee Travel Passes, subject to current terms and conditions, will be able to be used on Transit Systems West Pty Ltd services for a period of 3 years from the Service Commencement Date. A Gold Employee Pass, subject to current terms and conditions, will be able to be used on Transit Systems West Pty Ltd services beyond the period of 3 years;
- (g) Transit Systems West Services Pty Ltd will adopt and recognise all approvals for leave given prior to the 1 July, 2018;
- (h) You will be able to continue as a contributor, member or employee for the purposes of any superannuation scheme in respect of which you are a contributor, member or employee immediately prior to the 1 July 2018, including defined benefits superannuation schemes; and

Transit Systems West Services Pty Ltd ABN: 21 624 939 699



- (i) All salary sacrifice arrangements in place prior to the 1 July 2018, including superannuation and novated leases, will be continued. You should explore the tax implication as all Fringe Benefits Tax is at your cost. Transit Systems West Services Pty Ltd will enter into such documents as may be required to give effect to continue the arrangements at no additional cost to you other than Fringe Benefits Tax;

Please confirm your acceptance of this offer of employment by signing and returning the attached copy of this letter to Transit Systems West Services, Pty Ltd in the enclosed "reply-paid" envelope no later than within 10 business days after the date of this offer, including if you are currently absent from work as a result of a long-term illness or a worker's compensation claim. If you are currently on approved annual leave, short-term personal/carer's/sick leave or long service leave, please return the letter on your return from leave. Please also complete the following forms, which are enclosed, and return them with your acceptance:

- ATO Tax File Number declaration;
- Superannuation (Super) Standard Choice form; and
- Secondary Employment Application
- Payroll Details
- Payroll Deduction Authority.

A copy of the Fair Work Information Statement, which we are required to give you by law, is attached. This statement is for information only and does not form part of your contract of employment.

By accepting this offer of employment you will be taken to have resigned from employment with the Transport Service on and from the date we commence operations.

This offer of employment is conditional on you remaining an employee of the Transport Service until the Service Commencement Date, and on both you and the Transport Service not having given notice of intention to terminate your employment prior to that date.

If you have any questions about this offer please do not hesitate to see the Transit Systems Representative manning the information desk at your depot. Alternatively please email [Region6@transitsystems.com.au](mailto:Region6@transitsystems.com.au)

We look forward to receiving your acceptance of this offer of employment with Transit Systems West Services Pty Ltd.

Regards,

Clint Feuerherdt

CEO, Transit Systems Group



## **COPY FOR YOUR RECORDS ONLY**

### **PRIVATE & CONFIDENTIAL**

#### **Letter of Offer of Employment – Full Time**

Subject to the completion of the transfer of the operations of R6BSP to Transit Systems West Pty Ltd, Transit Systems West Services Pty Ltd offers you employment in the same position as your current position with the Transport Service where you are a staff member of the State Transit Authority (STA). Your existing Award terms and conditions of employment will remain the same, as will your location of work.

If you accept this offer of employment, on and from the 1 July 2018, you will become an employee of Transit Systems West Services Pty Ltd and:

- (a) Your employment with Transit Systems West Services Pty Ltd will not be terminated by Transit Systems West Services, Pty Ltd for a period of 18 months after the 1 July, 2018, except in the case of proven serious misconduct, or reasonable disciplinary procedures, or by agreement with you;
- (b) Your continuous service, as previously recognised by the Transport Service, will be recognised by Transit Systems West Services, Pty Ltd and your continuity of employment will be treated as not having been broken;
- (c) Transit Systems West Services, Pty Ltd will assume liability for annual leave, personal/carer's/sick leave and long service leave accrued during your period of recognised continuous service with the Transport Service;
- (d) Your current Award will apply to Transit Systems West Services, Pty Ltd and you, and the terms and conditions of that Award cannot be varied for a period of 18 months after the 1 July, 2018, except by agreement entered into, by or on behalf of you in accordance with any applicable industrial law;
- (e) If you are a part time employee, any change to your part time employment arrangements must be agreed with you, in accordance with your applicable award;
- (f) Your current Employee Travel Passes, subject to current terms and conditions, will be able to be used on Transit Systems West Pty Ltd services for a period of 3 years from the Service Commencement Date. A Gold Employee Pass, subject to current terms and conditions, will be able to be used on Transit Systems West Pty Ltd services beyond the period of 3 years;
- (g) Transit Systems West Services Pty Ltd will adopt and recognise all approvals for leave given prior to the 1 July, 2018;
- (h) You will be able to continue as a contributor, member or employee for the purposes of any superannuation scheme in respect of which you are a contributor, member or employee immediately prior to the 1 July 2018, including defined benefits superannuation schemes; and



- (i) All salary sacrifice arrangements in place prior to the 1 July 2018, including superannuation and novated leases, will be continued. You should explore the tax implication as all Fringe Benefits Tax is at your cost. Transit Systems West Services Pty Ltd will enter into such documents as may be required to give effect to continue the arrangements at no additional cost to you other than Fringe Benefits Tax;

Please confirm your acceptance of this offer of employment by signing and returning the attached copy of this letter to Transit Systems West Services, Pty Ltd in the enclosed "reply-paid" envelope no later than within 10 business days after the date of this offer, including if you are currently absent from work as a result of a long-term illness or a worker's compensation claim. If you are currently on approved annual leave, short-term personal/carer's/sick leave or long service leave, please return the letter on your return from leave. Please also complete the following forms, which are enclosed, and return them with your acceptance:

- ATO Tax File Number declaration;
- Superannuation (Super) Standard Choice form; and
- Secondary Employment Application
- Payroll Details
- Payroll Deduction Authority.

A copy of the Fair Work Information Statement, which we are required to give you by law, is attached. This statement is for information only and does not form part of your contract of employment.

By accepting this offer of employment you will be taken to have resigned from employment with the Transport Service on and from the date we commence operations.

This offer of employment is conditional on you remaining an employee of the Transport Service until the Service Commencement Date, and on both you and the Transport Service not having given notice of intention to terminate your employment prior to that date.

If you have any questions about this offer please do not hesitate to see the Transit Systems Representative manning the information desk at your depot. Alternatively please email [Region6@transitsystems.com.au](mailto:Region6@transitsystems.com.au)

We look forward to receiving your acceptance of this offer of employment with Transit Systems West Services Pty Ltd.

Regards,

Clint Feuerherdt

CEO, Transit Systems Group

Transit Systems West Services Pty Ltd ABN: 21 624 939 699

| E [Region6@transitsystems.com.au](mailto:Region6@transitsystems.com.au) | W [transitsystems.com.au/Sydney](http://transitsystems.com.au/Sydney)