

WITHOUT PREJUDICE & SUBJECT TO CONTRACT UNTIL EXECUTED BY ALL PARTIES
Secondment Agreement between Transdev Dublin Light Rail Limited hereinafter referred to as “TDLR”,
Connect Trade Union hereinafter referred to as the “Union” and their members formerly employed by
Alstom Ireland up to the end of November 2019 and subsequent hires, hereinafter referred to as “Employees”
entered into on this day (date) December 2020.

Background

Employees covered by this agreement were formerly employed by Alstom Ireland until the end of November 2019. A Transfer of Undertakings in accordance with *S.I. No. 131/2003 – European Communities (Protection of Employees on Transfer of Undertakings) Regulation 2003* came into effect on the 1st December 2019 (“the Mobilisation Date”), when Transdev Dublin Light Rail Limited became the transferee.

Consequently, this agreement confirms that the Employees listed in Appendix 1 are all in the employment of TDLR since 1st December 2019 and will remain so, including Employees on secondment to S2M Dublin Light Rail Limited a joint venture between TDLR and Efasec, which manages the infrastructure maintenance activities for Dublin’s Luas network since 1st December 2019.

Set out below is confirmation of the secondment process of the TDLR Employees including their obligations, the Company assurances applicable to both current and future employees engaged post the transfer date.

Terms of the Secondment Agreement

1. On 1st December 2019 former Alstom Ireland Employees became established TDLR Employees and have been seconded to S2M since that date. The purpose of the secondment is for the Employees to carry out the infrastructure maintenance functions on the Luas network, who shall not be directed by S2M to carry out work other than in respect of the maintenance of the Luas network.
2. The secondment referred to in this agreement will be continuous until otherwise notified by TDLR and the employees shall:
 - i. be managed by S2M managers and will accept all normal work directions from those managers;
 - ii. be subject to the former Alstom Staff Handbook/Collective Agreement which outlines all policies and procedures, which transferred under the protection of TUPE regulations and apply to the impacted Employees;
 - iii. comply with TDLR safety policies, standards and procedures and all directions and instructions from TDLR managers in relation to safety.
3. The Employees employment status shall not diminish as a result of this secondment and they may apply for vacant roles as they arise in the same way as any TDLR employees.
4. In the event that S2M ceases to be the vehicle to give effect to a joint venture between the shareholders of S2M (TDLR and Efasec), the secondment will end, the Employee will continue to work directly for TDLR and all employer responsibilities remain with TDLR both legislative and as agreed.
5. On acceptance of this Agreement the Employee’s salary will be paid through the TDLR payroll.
6. Until otherwise agreed by the parties to this agreement the terms of the collective agreement between Connect and Alstom Ireland, now being honoured by TDLR will continue to apply to all Employees. The Employees will continue to be represented by the Union and the TDLR HR department will be the primary point of engagement for employee relations and HR matters affecting the Employees.
7. The Employees are eligible for membership of the TDLR pension scheme, subject to the rules of that scheme.
8. The parties jointly agree to register this agreement with the Labour Court.

Signed: _____
David Horgan, HR Director
on behalf of Transdev Dublin Light Rail Limited

Signed: _____
Derek Beegan, Regional Secretary
on behalf of Connect Trade Union

Date: _____

Date: _____