



# DECISION

*Fair Work Act 2009*  
s.185—Enterprise agreement

**Metro Trains Melbourne Pty Ltd T/A Metro Trains Melbourne**  
(AG2019/4984)

## **METRO TRAINS MELBOURNE ROLLING STOCK ENTERPRISE AGREEMENT 2019**

Rail industry

COMMISSIONER WILSON

MELBOURNE, 11 FEBRUARY 2020

*Application for approval of the Metro Trains Melbourne Rolling Stock Enterprise Agreement 2019.*

[1] An application has been made for approval of an enterprise agreement known as the *Metro Trains Melbourne Rolling Stock Enterprise Agreement 2019* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by Metro Trains Melbourne Pty Ltd T/A Metro Trains Melbourne. 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 Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia, the Australian Rail, Tram and Bus Industry Union, The Association of Professional Engineers, Scientists and Managers, Australia and the "Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union" known as the Australian Manufacturing Workers' 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 18 February 2020. The nominal expiry date of the Agreement is 30 June 2023.



COMMISSIONER

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## Annexure A

### IN THE FAIR WORK COMMISSION

**FWC Matter No.:**

AG2019/4984

**Applicant:**

Metro Trains Melbourne Pty Ltd

### Undertaking- section 190

I, Dave Carlton, General Manager – Rolling Stock of Metro Trains Melbourne Pty Ltd (**the Company**) give the following undertakings with respect to the *Metro Trains Melbourne Rolling Stock Enterprise Agreement 2019* (**the Agreement**):

1. I have the authority given to me by Metro Trains Melbourne Pty Ltd to provide this undertaking in relation to this application before the Fair Work Commission.
2. In these undertakings, a reference to "NES" means the National Employment Standards under the *Fair Work Act 2009* (Cth) (**FW Act**).
3. The Company undertakes that:

- a. clause 12.1 be deleted and that the following be inserted in its place:

*12.1 If a dispute relates to:*

*(a) a matter arising under the Agreement; or*

*(b) the National Employment Standards; or*

*(c) a matter pertaining to the employment relationship;*

*this clause sets out procedures to settle the dispute. For the avoidance of doubt, and notwithstanding cl. 12.5(b), matters relating to occupational health and safety cannot be dealt with by arbitration and will not be subject to the status quo provision at cl. 12.9.*

- b. clause 24 of the Agreement will be subject to section 117 of the FW Act (Requirement for notice of termination or payment in lieu) of the Act.
- c. in relation to clause 26, redundancy pay shall be no less than 4 weeks' pay for an employee who has completed at least 1 year but less than 2 years' period of service with the Company.
- d. in relation to clause 26, notice of termination or payment in lieu shall be 5 weeks for any employee who is over 45 years old and has completed at least 2 years of continuous service with the Company.
- e. clauses 68.4(f), 68.4(g) and 68.5(c) of the Agreement shall not apply.
- f. if an Employee who would have been required to work on a public holiday (i.e. would have been rostered for duty) but is absent due to illness or injury, they

shall be entitled to payment at their base rate of pay for their ordinary hours of work on the day in accordance with s.116 of the Act.

- g. notwithstanding cl.68.5(a) of the Agreement, employees are entitled to use their accrued personal leave to provide care or support to a member of their immediate family or household, who requires care or support because of a personal illness, personal injury, or unexpected emergency, affecting the member.
- h. notwithstanding clause 69.8(b) of the Agreement, if:
  - i. an employee is entitled to be transferred to a safe job, but there is no safe job available; and
  - ii. the employee is entitled to unpaid parental leave; and
  - iii. the employee has complied with the notice and evidence requirements for taking unpaid parental leave (in accordance with s.71 of the FW Act),the employee will be entitled to take paid no safe job leave in accordance with s.81A of the FW Act.
- i. casual employees will be entitled to compassionate leave and bereavement leave in accordance with clauses 70 and 71 of the Agreement, save that such leave will be unpaid.

**Employer name:** Metro Trains Melbourne Pty Ltd

**Authority to sign:** General Manager – Rolling Stock

**Signature:**



**Date:** 06/02/2020



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.

# Enterprise Agreement

2019



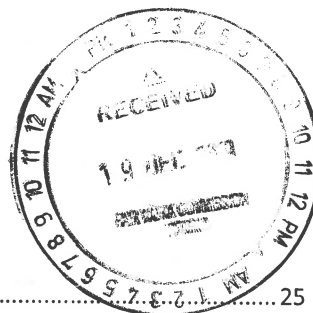
Rolling Stock



Metro Trains Melbourne PTY LTD

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## SECTION ONE: THE AGREEMENT

### 1 TITLE

This agreement shall be known as the Metro Trains Melbourne Rolling Stock Enterprise Agreement 2019 (**the Agreement**).

### 2 COVERAGE AND APPLICATION

The Agreement covers (**the Parties**):

- 2.1 Metro Trains Melbourne (**the Company**) in respect of employees of the Company who perform work associated with the provision of Train Fleet asset maintenance services by the Company for the Melbourne metropolitan public transport service and whose classifications are included in Schedule B (**Employees**);
- 2.2 The following employee organisations, to the extent that the Fair Work Commission notes in its decision to approve the Agreement that the Agreement covers them:
- (a) the Australian Rail, Tram and Bus Industry Union (**RTBU**);
  - (b) the Association of Professional Engineers, Scientists and Managers, Australia (**APESMA**);
  - (c) the Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia (**CEPU**); and
  - (d) the Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union (Victorian Branch) (**AMWU**).
- 2.3 Any reference in the Agreement to "Union" or "Unions" is a reference to the abovementioned employee organisations (**Unions**).

### 3 RELATIONSHIP TO AWARDS AND AGREEMENTS

- 3.1 The Agreement is a comprehensive agreement that operates to the exclusion of any Awards or agreements, other than the provisions of Schedule B and clause 24.3 of the *Manufacturing and Associated Industries and Occupations Award 2010* which are incorporated into this Agreement and are to be read in conjunction with Schedules A and B of this Agreement. For the avoidance of doubt the Agreement operates to the exclusion of all prior agreements, formal and informal save to the extent that the operation of a relevant past agreement provision is specifically preserved in the Agreement.
- 3.2 Nothing in the Agreement is to be taken as overriding agreements made for the purposes of the Occupational Health and Safety Act 2004 (Vic).
- 3.3 Where a payment in relation to wages, allowances or entitlements is being made, and the Company, Employees and/or Unions agree that the relevant provision has been erroneously omitted from the Agreement, the payment will continue to operate as per the erroneously omitted provision. For the avoidance of doubt, in order for the wages, allowances and/or provisions payment to continue, there must be an agreement reached by:

- (a) the Company; and
- (b) the Employees and/or the Unions,

that the provision relating to the payment was omitted from the Agreement as per this clause.

#### **4 OPERATION AND NOMINAL EXPIRY DATE**

- 4.1 The Agreement shall take effect seven (7) days after the Agreement is approved by the Fair Work Commission, i.e. the date of effect. The nominal expiry date of the Agreement is 30 June 2023.
- 4.2 The Company and the Unions will review the Agreement six (6) months prior to its nominal expiry date.
- 4.3 The Agreement will be read and interpreted in conjunction with the National Employment Standards (NES). Where there is an inconsistency between this Agreement and the NES, and the NES provides a greater employee benefit, the NES provision will apply to the extent of the inconsistency.

#### **5 COMMITMENT TO GOVERNMENT AND COMPANY INITIATIVES**

- 5.1 In consideration of the benefit provided by the Agreement, the Parties to the Agreement are committed to supporting the implementation of Company and Government Initiatives.
- 5.2 Meeting any Company or Government initiatives may include supporting the implementation of new rosters, training, or workplace arrangements, including workplace location (both temporary and permanent). Any changes required to support these initiatives will be made in accordance with the provisions of the Agreement.
- 5.3 During the life of the Agreement, the Parties agree to review the current classifications contained in Schedule B, with the purpose of removing redundant classifications. This will be achieved by agreement between the Parties.

## **6 BEST PRACTICE**

- 6.1 The Parties are committed to the objective of achieving the best known practice, nationally or internationally, where such practice is considered relevant and adaptable by the Company. Targets will be set on the basis of current or existing standards of infrastructure and equipment. Best practice is a continuous improvement process, which involves constantly reviewing, changing, adapting and integrating related approaches to organisational issues. Best practices are not fixed and not restricted to an examination of costs, but also include quality and delivery of service issues.
- 6.2 The Parties recognise that best practice must be achieved within determined timeframes to enhance the performance of various Company functions.
- 6.3 The Parties agree that best practice is outcome rather than simply activity based. It provides the processes, structures, rights and obligations that are essential to ensure that the full capacity for innovation of Employees is fully and effectively used. Best practice depends on effective training of both management and Employees to acquire and utilise the skills which are necessary to effectively develop, implement and evaluate the change process. This may include consideration of the type of apprenticeships and qualifications required, multi-skilling and upskilling.
- 6.4 The Parties agree that a best practice approach and methodology are important to the implementation of the Agreement.
- 6.5 Best practice programs are to be based on the following principles:
- (a) leadership will be used to create and deploy clear values;
  - (b) all parties will be fully involved;
  - (c) a planned and structured approach will be used to set and achieve objectives;
  - (d) appropriate facts, data and analysis will be used by all Employees to perform their functions;
  - (e) the customer will define product and service quality;
  - (f) partnerships with suppliers and customers will be actively pursued;
  - (g) quality will be achieved by having well planned and managed processes;
  - (h) processes will be standardised as part of process management;
  - (i) continual improvement of all processes will be pursued;
  - (j) ways will be sought to innovate and redesign processes;
  - (k) emphasis will be on prevention and improvement; and
  - (l) an appropriate level of community and environmental responsibility will be demonstrated.

- 6.6 The introduction of new technology, (fixed or mobile) will not lead to increased wage claims in itself.

## **7 SUPPLEMENTARY LABOUR**

- 7.1 Supplementary labour will be available to cover excessive workloads caused by increases in work or for special programs or where a particular skill is not available. It is recognised that in some instances a rapid response to the workload is required.
- 7.2 Prior to the engagement of supplementary labour, where practical the training and or transfer of existing Employees will be considered. Training will be considered when the skill requirement is long term and the work is of sufficient volume to justify the training investment and retention of competence by the Employee in the required skill. Where training is proceeding, supplementary labour hire may be required to address the immediate workload.
- 7.3 During the engagement of supplementary labour, no Employee of the same occupation who is available to transfer to this work will be declared surplus.
- 7.4 Consultation with Employees and Unions will occur prior to the use of supplementary labour.
- 7.5 Supplementary labour hire shall be appropriately qualified to undertake the work required.
- 7.6 The engagement of supplementary labour is to be used to support the existing Employees in overcoming excessive workloads or skill shortages and not to reduce the full-time workforce numbers.
- 7.7 In the event of a dispute over this process, the Parties are committed to the process contained in the Dispute Resolution Procedure as set out in the Agreement.
- 7.8 In respect of work that is covered by the Agreement, the Company shall only use a contractor if the wages, and wage related matters, which apply to it and/or its employees are the same or better overall than those provided for in the Agreement.

## **8 OCCUPATIONAL HEALTH AND SAFETY ISSUES**

When a matter involving occupational health and safety arises, it shall be dealt with in accordance with the provisions of the Occupational Health and Safety Act 2004 (Vic) (as amended), and the Rail Safety Act 2006.

## **9 EXTRA RATES NOT CUMULATIVE**

Extra rates in the Agreement are not cumulative so as to exceed the maximum of double time; the applicable rate is that which is most beneficial to the Employee.

## **10 CONSULTATION**

10.1 This term applies if:

- (a) the Company has made a decision to introduce a major change to production, program, organisation, structure, or technology in relation to its enterprise; and
- (b) the change is likely to have a significant effect on Employees.

10.2 Prior to making a definite decision to implement major change, the Company must notify the relevant Employees of the decision to introduce the major change.

10.3 The relevant Employees may appoint a representative for the purposes of the procedures in this term.

10.4 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 Company of the identity of the representative;

the Company must recognise the representative.

10.5 As soon as practicable after making its decision, the Company 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 the Company 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.

10.6 However, the Company is not required to disclose confidential or commercially sensitive information to the relevant Employees.

10.7 The Company must give prompt and genuine consideration to matters raised about the major change by the relevant Employees.

- 10.8 If a term in the Agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the Company, the requirements set out above are taken not to apply.
- 10.9 In this term, 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 the Company'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.
- 10.10 In this term, relevant employees means the Employees who may be affected by the major change.

*Change to regular roster or ordinary hours of work*

- 10.11 The Company will also commit to:
- (a) Consult Employees about changes to their regular roster or ordinary hours of work;
  - (b) Provide information to Employees about the change;
  - (c) Invite the Employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities);
  - (d) Consider any views given by the Employees about the impact of the change; and
  - (e) Allow for representation of those Employees for the purposes of that consultation.
- 10.12 Provided that such consultation will operate in conjunction with any other term of the Agreement (including Appendix D) requiring consultation or agreement with Employees in relation to changes to hours of work or related matters.



## **11 GRIEVANCE PROCEDURE ("FAIR TREATMENT")**

### **11.1 Objective of Fair Treatment System**

The objective of this system is to provide Employees with access to a system of review when there is a belief an Employee has been treated unfairly. The Company is firmly committed to ensuring that this system shall provide for an orderly, fair and speedy mechanism to resolve issues.

Issues dealt with under this system are non-industrial and of a personal nature.

### **11.2 Procedure for Fair Treatment**

The procedure for handling issues of a non-industrial, personal nature is as follows:

- (a) In the first instance an Employee should discuss the issue with their supervisor.
- (b) If the matter remains unresolved, then they can refer the matter to their manager.
- (c) If the matter is still unresolved, or the Employee feels that they are not receiving fair treatment, then they should inform their manager and arrange to talk with their Department Manager/Chief Executive Officer.
- (d) If the Employee still feels that they are not receiving fair treatment, or if their Department Manager has not become involved within fourteen (14) days of when the issue was raised, the matter can be referred by either party for mediation. Both parties will participate in the mediation process in good faith. The parties will agree on a mediator considered appropriate to mediate the issue.
- (e) At any stage in this process the Employee has the right to appoint another person to act on their behalf in relation to resolving the matter. This person may be a Union representative.
- (f) As soon as is practicable (usually within twenty-four (24) hours) after the Employee has initiated a step in the process, the Employee will be advised of how and when the issue will be addressed.
- (g) Where a grievance exists and whilst that grievance remains unresolved and is being addressed through this procedure, the parties will return to the situation and arrangements that existed prior to the issue which caused the grievance, such that no party is prejudiced during the process to resolve the matter.
- (h) If matters cannot be resolved under this process, the Employee has recourse to the Dispute Resolution Procedure. Any matter resolved through arbitration under the Disputes Resolution Procedure will be private and will not set precedent for other Employees.

## **12 DISPUTE RESOLUTION PROCEDURE**

### **12.1 If a dispute relates to:**

- (a) a matter arising under the Agreement (excluding a matter relating to occupational health and safety); or
- (b) the National Employment Standards; or
- (c) a matter pertaining to the employment relationship;

this clause sets out procedures to settle the dispute.

### **12.2 An Employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this term:**

### **12.3 In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the Employee or Employees and relevant supervisors and/or management.**

### **12.4 If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to the Fair Work Commission.**

### **12.5 The Fair Work Commission may deal with the dispute in two (2) stages:**

- (a) The Fair Work Commission will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
- (b) For matters arising under clause 12.1(a) and (b), if the Fair Work Commission is unable to resolve the dispute at the first stage, the Fair Work Commission may then:
  - (i) arbitrate the dispute; and
  - (ii) make a determination that is binding on the parties.

### **12.6 Note: if the Fair Work Commission arbitrates the dispute, it may also use the powers that are available to it under the Act.**

### **12.7 A decision that the Fair Work Commission makes when arbitrating a dispute is a decision for the purpose of Div. 3 of Part 5.1 of the Fair Work Act 2009 (*Cth*). Therefore, an appeal may be made against the decision.**

### **12.8 The parties to the dispute and their representatives must genuinely attempt to resolve the dispute through the processes set out in this clause and must cooperate to ensure these processes are carried out expeditiously.**

### **12.9 In the event of a clause 12.1(a) or (b) dispute, while the parties are trying to resolve the dispute using the procedures in this clause, work must continue in accordance with the usual practice existing prior to the matter that is the subject of the dispute (*status quo*), pending the resolution of the dispute unless:**

- (a) there is a reasonable concern about an imminent risk to health and safety associated with the status quo (in which case status quo will not apply); or
  - (b) the status quo has a direct impact on service delivery or Government related initiatives (in which case the status quo will only apply up to the conclusion of the steps in clause 12.5(a).
- 12.10 For the avoidance of doubt, the state of affairs as it existed prior to the matter that is the subject of the dispute will remain in place. For example, if the dispute is about a change to work, the status quo represents the position before the change.
- 12.11 In the event of a clause 12.1(c) dispute, the status quo will not apply, pending the resolution of the dispute.
- 12.12 The parties to the dispute agree to be bound by a decision made by the Fair Work Commission in accordance with this clause. For the avoidance of doubt, this excludes matters arising under clause 12.1(c).

### **13 NO EXTRA CLAIMS**

The Agreement is in full and final settlement of all matters subject to claims by the Parties covered by the Agreement, and for the life of the Agreement no further claims will be made or supported by the Parties covered by the Agreement.

## **SECTION TWO: EMPLOYMENT CONDITIONS**

### **14 CONTRACT OF EMPLOYMENT**

Employment terms and conditions are as follows:

- 14.1 Employees shall be engaged on a weekly basis and placed on a period of probation for three (3) months at the commencement of their employment. This probationary period is not intended to constitute (or reduce) the minimum employment period as defined by relevant legislation. During the probationary period the Company or Employee may terminate employment by the giving of seven (7) days' notice. Alternatively, the Company may terminate employment by paying one (1) week's pay in lieu of notice;
- 14.2 Employees shall be paid on a fortnightly basis by Electronic Funds Transfer (**EFT**) to a nominated account;
- 14.3 Employees shall comply with any reasonable and lawful request of the Company provided that they are appropriately trained, competent and qualified to undertake the request, as dictated by the Fleet Engineering Standard;
- 14.4 Employees shall work reasonable overtime and in accordance with shift rosters which may vary from time to time (see clause 62 herein);
- 14.5 Employees shall properly use/wear all protective clothing, uniforms and equipment that is provided by the Company;
- 14.6 Employees shall use technology and perform any duties which are within the Employee's skills, competence, training and qualification;
- 14.7 Employees shall adhere to start and finish times for all work periods; and
- 14.8 Employees shall participate in developing and implementing work methods that are designed to improve performance of the business.

### **15 PART-TIME EMPLOYMENT**

Where Employees are working part time, the following will apply:

- 15.1 Employees engaged to work on a part-time basis must have a regular pattern of hours, which shall average less than thirty-eight (38) hours per week provided that before commencing part-time employment, the Company and the Employee concerned must agree upon (the arrangement):
  - (a) the hours of work to be worked;
  - (b) the days upon which they will be worked;
  - (c) starting and finishing times; and
  - (d) the classification applying to the work to be performed.

- 15.2 The Employee concerned is entitled to be paid for the hours agreed upon.
- 15.3 The terms of the arrangement may be varied by mutual consent.
- 15.4 The arrangement and any variations to it shall be in writing and retained by the Company. A copy of the arrangement, and any variation, shall be provided by the Company to the Employee concerned.
- 15.5 Otherwise, the terms of the Agreement shall apply pro rata to part-time Employees on the basis that ordinary weekly hours for full-time Employees are thirty-eight (38).
- 15.6 Part-time Employees required by the Company to work in excess of the agreed hours shall be paid overtime for such hours.
- 15.7 Part-time Employees whose normal paid hours fall on a public holiday, but who are not required to work that day shall not lose pay for that day. Part-time Employees required to work on such public holiday shall be paid in accordance with clause 42.

## **16 FATIGUE MANAGEMENT**

- 16.1 The Company agrees to develop practices and working arrangements that take into consideration the nature of the rail working environment. In respect to fatigue management, rosters, additional hours and work will all be monitored to ensure Employees do not place themselves at an unacceptable level of risk.
- 16.2 In return, Employees agree to present for work in a safe manner without undue impairment caused by fatigue or external activities likely to cause fatigue.
- 16.3 Employees and the Company have a shared responsibility in ensuring fatigue related risk is minimised.

## **17 INDIVIDUAL FLEXIBILITY ARRANGEMENTS**

- 17.1 The Company and an Employee covered by the Agreement may agree to make an Individual Flexibility Arrangement (IFA) to vary the effect of terms of the Agreement if:
  - (a) Employees are employed as senior managers or technical specialists and the IFA deals with one (1) or more of the following matters:
    - (i) arrangements about when work is performed;
    - (ii) overtime rates;
    - (iii) penalty rates;
    - (iv) allowances;
    - (v) leave loading;
    - (vi) travel passes;
    - (vii) callout after hours;

- (viii) travelling and waiting time; or
    - (ix) business improvement/bonus leave.
  - (b) for all other Employees the IFA deals with the following matter:
    - (i) Travel Passes a first class rail pass for use by the Employee, spouse and eligible dependent whilst the Employee is on annual leave and/or long service leave.
  - (c) the IFA meets the genuine needs of the Company and Employee in relation to one (1) or more of the matters mentioned in 17.1(a) and (b); and
  - (d) the IFA is genuinely agreed to by the Company and Employee.
- 17.2 The Company must ensure that the terms of the IFA:
- (a) are about permitted matters under section 172 of the Fair Work Act 2009 (*Cth*); and
  - (b) are not unlawful terms under section 194 of the Fair Work Act 2009 (*Cth*); and
  - (c) result in the Employee being better off overall than the Employee would be if no IFA was made.
- 17.3 The Company must ensure that the IFA:
- (a) is in writing; and
  - (b) includes the name of the Company and Employee; and
  - (c) is signed by the Company and Employee and if the Employee is under eighteen (18) years of age, signed by a parent or guardian of the Employee; and
  - (d) includes details of:
    - (i) the terms of the Agreement that will be varied by the IFA; and
    - (ii) how the IFA will vary the effect of the terms; and
    - (iii) how the Employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the IFA; and
  - (e) states the day on which the IFA commences.
- 17.4 The Company must give the Employee a copy of the IFA within fourteen (14) days after it is agreed to.
- 17.5 The Company or Employee may terminate the IFA:
- (a) by giving no less than twenty eight (28) days written notice to the other party to the IFA; or
  - (b) if the Company and Employee agree in writing — at any time.



## **18      TRANSFER OF BUSINESS**

In the event of the Company selling, transmitting, assigning or otherwise transferring the whole or part of the business in which Employees covered by the Agreement are employed, and in the event of Employees being offered employment in that business by a new employer upon the terms and conditions of employment of the Agreement with continuity of entitlements and at the same location, then the Company will not be liable for payment of any notice amounts or redundancy or severance payments in respect of the termination of employment of such Employees arising from the transmission or transfer.

## **19      CONTINUITY OF SERVICE**

As a consequence of any functions or activities being performed by the Company or its successors, assignees or transmittes, Employees who continue their employment with the Company or their successor, assignee or transmittes, shall have their service with the previous employer, including service recognised by a previous employer, count for all purposes with the new employer (including salary progressions where applicable, the maintenance of all accrued entitlements including pro-rata accruals with the previous employers transferring with the Employee, this includes personal leave, annual leave, annual leave loading, long service leave, rostered days off or their equivalent, time off in lieu owing, public holidays, employee travel passes and any other accrued entitlements) and for the purposes of calculating any redundancy payments.

## **20 STAFF DEVELOPMENT AND FEEDBACK**

- 20.1 The following provisions will apply to Employees nominated by the Company from time to time. The overall objective of the feedback discussion is to provide a suitable development program for Employees and to establish a process for mutual feedback in the workplace. The feedback discussion will enable both the supervisor and the Employee to measure the effectiveness of any training undertaken (or being undertaken) and provide a forum for ideas and suggestions.
- 20.2 It is an expectation of the Company that Employees will participate in the staff development and feedback process, which will include formal feedback discussions, generally conducted on a twelve (12) monthly basis. Informal discussions will occur midway through the twelve (12) month period to review progress of development.
- 20.3 An Employee may choose to be accompanied, during the feedback discussion, by a third person of their choice.
- 20.4 Records of the discussion will be given to the Employee and a copy will be kept on the Employee's file.
- 20.5 Areas of review will include but are not limited to productivity, safety, environmental awareness, individual work history (skills audit), job satisfaction, team and individual performance targets, training requirements and competency.
- 20.6 In regards to those Employees employed under the Metal Industry 'C' Classification structure, only those classified under the technical stream will be required to take part in this process.

## **21 CODE OF CONDUCT**

The policy of the Company is to have fair, equitable and consistent procedures in the workplace for the purpose of ensuring acceptable behaviour and conduct.

## **22 PERFORMANCE MANAGEMENT PROCESS**

- 22.1 While in most cases each step of the following procedure will be followed in sequential order, in certain cases of serious breaches of procedures or unacceptable conduct, the Company may elect to skip disciplinary steps. Serious breaches in this context refer to breaches for which it is not reasonable that a second breach would be tolerated and include such breaches that are likely to significantly put at risk other persons or the environment.
- 22.2 The Company is committed to work with Employees to assist them to achieve satisfactory standards of work performance and conduct. When an Employee does not meet satisfactory standards of conduct in the areas of neglect of duty, approach to work or other misconduct, the process outlined below is to be followed, which shall include the Company providing training where appropriate. The Employee has the right to have representation or the Employee's nominated witness present during this process.
- 22.3 The disciplinary counselling procedures do not warrant the involvement of barristers and/or solicitors.

- 22.4 The Company may elect to 'Stand Down' an Employee whilst conducting an investigation into alleged serious misconduct. If the Company 'Stands Down' an Employee while undertaking an investigation, the Employee will be 'Stood Down' and paid as per roster.
- 22.5 An employee may only be 'Stood Down' if allegations specifically relate to serious misconduct as defined by the Fair Work Act 2009 (Cth), their continued attendance at work would be deemed to pose a safety risk to the mental or physical wellbeing of themselves or others or to maintain the integrity of an investigation. Where the company concludes that an employee should be removed from their workplace, a temporary transfer to other depots or the undertaking of alternative duties must be provided prior to Stand Down where it is practical to do so.
- 22.6 Step 1. Recorded Verbal Warning/Counselling
- When the Company has concern regarding the conduct of an Employee, the Company shall undertake an investigation into the issues pertaining to the unsatisfactory conduct. The Employee will be given the opportunity to provide an explanation. The Company will consider this explanation and relevant facts in making its determination. Based on its determination, the Company may verbally warn the Employee, which shall be documented with a copy placed on the Employee's personnel file, however will not be taken into account for further disciplinary action after twelve (12) months. The Employee under counselling shall be made aware of the standards of improvement in conduct that is to be made.
- 22.7 Step 2. First Written Warning
- If the Employee fails to meet the agreed standards of improvement in accordance with Step 1, or if the Company has a second concern about the conduct of the Employee, the Company shall undertake an investigation into the issues pertaining to the unsatisfactory conduct. The Employee will be given the opportunity to provide an explanation. The Company will consider this explanation and relevant facts in making its determination. Based on its determination, the Company may provide the Employee with a written warning, with a copy placed on the Employee's personnel file, however will not be taken into account for further disciplinary action after twelve (12) months. The Employee receiving the written warning shall be made aware of the standards of improvement in conduct that is to be made.
- 22.8 Step 3. Final Written Warning
- If the Employee fails to meet the agreed standards of improvement in accordance with Step 2, or if the Company has a third concern about the conduct of the Employee, the Company shall undertake an investigation into the issues pertaining to the unsatisfactory conduct. The Employee will be given the opportunity to provide an explanation. The Company will consider this explanation and relevant facts in making its determination. Based on its determination, the Company may provide the Employee with a written warning, with a copy placed on the Employee's personnel file. The Employee receiving the written warning shall be made aware of the standards of improvement in conduct that is to be made.

#### 22.9 Step 4. Dismissal

If the Employee fails to meet the agreed standards of improvement in accordance with Step 3, or if the Company has a further concern about the conduct of the Employee, the Company shall undertake an investigation into the issues pertaining to the unsatisfactory conduct. The Employee will be given the opportunity to provide an explanation. The Company will consider this explanation and relevant facts in making its determination. Based on its determination, the Company may dismiss the Employee with a written notice of termination.

#### 22.10 Summary Dismissal

- (a) The Company may dismiss an Employee, without notice, for serious misconduct warranting summary dismissal. The Company shall undertake an investigation into the issues pertaining to the serious misconduct. The Employee/s concerned will be afforded due and proper process including right to representation and opportunity to respond. The Employee will be given the opportunity to provide an explanation. The Company will consider this explanation and relevant facts in making its determination. Based on its determination, the Company may summarily dismiss the Employee.
- (b) For the purpose of this clause serious misconduct is as defined in the Fair Work Act 2009 (Cth) as varied from time to time. Serious misconduct includes theft, fraud, assault, intoxication at work and the refusal to carry out lawful and reasonable instructions consistent with the employment contract. For the avoidance of doubt, the refusal of instructions due to reasonable safety concerns is not considered serious misconduct.
- (c) Under normal circumstances, use of the Internet that has not been approved by the Company will not constitute serious misconduct. However, any Employee who violates this clause will be subject to the disciplinary code of conduct which in extreme cases may lead to dismissal.

### 23 ABSENTEEISM

The Company's philosophy is to focus on encouraging Employees to be at work unless they are absent due to illness, injury or approved leave. Where it becomes apparent to the Company that an Employee has developed a pattern of behaviour that is contrary to these goals, the Company is committed to encouraging and facilitating good performance by communicating an expectation for improvement and providing the means by which improvement can be achieved and which may require the Employee upon return to work to attend an examination conducted by a Company nominated Medical Officer. The Company will endeavour to work with the Employee to determine and resolve factors causing absenteeism.

## **24 ABANDONMENT OF EMPLOYMENT**

- 24.1 The absence of an Employee from work for a continuous period exceeding three (3) working days without the consent of the Company and without notification to the Company shall be prima facie evidence that the Employee has abandoned their employment.
- 24.2 Provided that, if within a period of fourteen (14) days from their last attendance at work, or the date of their last absence in respect of which notification has been given or consent has been granted, and the Employee has not established to the satisfaction of the Company that they were absent for reasonable cause, the Employee shall be deemed to have abandoned their employment.
- 24.3 Termination of employment by abandonment in accordance with this clause shall be effective from the date of the last attendance at work or the last day's absence in respect of which consent was granted, or the date of the last absence in respect of which notification was given to the Company, whichever is the later.

## **25 TERMINATION OF EMPLOYMENT**

- 25.1 Termination of employment by the Company or Employee shall be in accordance with the requirements of relevant legislation and by giving the relevant period of notice as set out in the following table (excluding probationary Employees):

<b>Employee's period of continuous service with the Company at the end of the day the notice is given</b>	<b>Period</b>
Not more than 1 year	1 week
More than 1 year but not more than 3 years	2 weeks
More than 3 years but not more than 5 years	3 weeks
More than 5 years	4 weeks

- 25.2 An Employee, in giving notice of resignation, may request an earlier exit date than that calculated in accordance with the table above. However, if the Company agrees to the earlier exit date, the Employee will only be paid up to and including the final day of work with the Company.
- 25.3 An Employee over the age of forty-five (45) and who has completed at least two (2) years of service with the Company is entitled to one (1) extra weeks' notice in addition to the period of notice set out in the above table.
- 25.4 Alternatively, the Company may:
- (a) Pay the Employee in lieu of their notice period; or
  - (b) Require the Employee to work for part of the Employee's notice period and pay the Employee for the balance of the period.

25.5 An Employee's employment may be terminated without notice for serious misconduct.

25.6 Employees are required to return all Company issued uniform, personal protective equipment (**PPE**) and equipment on termination of their employment.

## **26 REDUNDANCY**

26.1 An Employee, whose position is determined by the Company as being surplus to requirements, shall be offered an alternative position within the Company when that is a viable option.

26.2 Should there be no alternative position available within the Company or, where applicable, the Employee is not offered a position (in accordance with clause 18) with an organisation taking over under a transfer of business, the following redundancy package shall be provided to the Employee on separation from the Company:

- (a) Four (4) weeks' (or five (5) weeks' in accordance with Clause 25.3) severance pay, in lieu of notice of termination in Clause 25; plus
- (b) Three (3) weeks' pay, at the Employee's ordinary rate at the time of separation, for each completed year of continuous service with the Company, Alstom Melbourne Transport Limited (**AMTL**), National Express, Thiess Infracore and/or UMTL, up to a maximum of twenty-one (21) weeks; plus
- (c) For Employees with previous Public Transport Corporation (**PTC**) service four (4) weeks in lieu of notice and two (2) weeks' pay for each completed year of service, up to a maximum of twenty (20) weeks.

26.3 Employees who have terminated employment with one of the following organisations shall only be entitled to recognition of years of service under this clause since they were last re-employed by one of these organisations: PTC, the Company, AMTL, National Express, Thiess Infracore and UMTL. In a transfer of business situation, a transfer of employment from one organisation to another shall not be considered termination of employment under this clause.

26.4 The redundancy entitlement provided in this clause will not provide for a lesser entitlement than what is provided in the National Employment Standards (NES) and s. 119(2) of the Act and the more beneficial provisions apply.

## **27 TRANSITION TO RETIREMENT**

27.1 The Company is committed to supporting Employees who are approaching retirement to do so in a graduated way, progressively reducing the intensity of their work commitments as they transition to retirement.

27.2 Employees who have indicated their intention to retire from the Company may consider participating in a retirement transition arrangement. The Company will not unreasonably refuse any reasonable request by an Employee to amend their retirement date.

27.3 Transition to retirement arrangements that may be available to Employees include:

- (a) reduction of working hours (i.e. part-time employment);



- (b) job-sharing;
- (c) refocusing the Employee's responsibilities and duties;
- (d) project based work and secondments;
- (e) appointment to a role focused on training or mentoring other Employees;
- (f) accessing long service leave or other paid leave entitlements on a regular and systematic basis.

27.4 The availability and suitability of any transition to retirement arrangements set out above will be assessed on a case-by-case basis, with consideration for the operational requirements of the Company and the long term benefits of retaining the Employee's knowledge and skills.

## **28 APPRENTICE/TRAINEE AGREEMENT**

- 28.1 The Company is committed to adult and junior apprenticeships/traineeships and recognises the benefit of providing job security through re-skilling and up-skilling and junior apprenticeships/traineeships, and will ensure a balanced approach is taken in offering current Employees the opportunity to re-skill and up-skill, and making junior apprenticeships/traineeships available.
- 28.2 Apprentices/Trainees, both new and existing Employees, shall be trained for qualification in accordance with an AQTF accredited training course prescribed and provided by a relevant training organisation, which may include the Company.
- 28.3 A suitable document describing the terms of the Apprentice/Trainee Agreement shall be provided to the Apprentice/Trainee.
- 28.4 Apprentices/Trainees shall not be required to work overtime unless over eighteen (18) years of age.
- 28.5 When an Apprentice/Trainee is required to attend a technical college or school as part of their training on a day that they are rostered off, they shall observe an alternate rostered day off as agreed with the Company.

## **29 APPRENTICE/ TRAINEE RATES OF PAY**

Apprentices shall be paid the following percentages of the ordinary base rate of pay for classification C10 specified in the Agreement (Payment of the Adult rate will only apply to Apprentices who are twenty five (25) and over at commencement of their Apprenticeship):

Year	Apprentice (not completed year 12)	Apprentice (completed year 12)	Adult Apprentice
1	50%	55%	80%
2	60%	65%	80%
3	75%	75%	80%
4	88%	88%	88%

## **30 APPRENTICE/TRAINEE AGREEMENT FOR EXISTING EMPLOYEES**

An existing Employee may be offered the opportunity to undertake an Apprenticeship/Traineeship. An existing Employee who agrees to become an Apprentice/Trainee shall have their pre-Apprenticeship/Traineeship rate of pay maintained, in accordance with the pay increases contained herein, until such time as the Apprentice/Trainee rate should equal or exceed such rate.

### **SECTION THREE: WAGES, ALLOWANCES & RELATED MATTERS**

#### **31 WAGE INCREASES**

31.1 Employees will receive the following pay adjustments in accordance with the following:

- (a) One percent (1.0%) from the first full pay period on or after 1 July 2019;
- (b) Two point five percent (2.5%) from the first full pay period on or after 1 January 2020;
- (c) One percent (1.0%) from the first full pay period on or after 1 July 2020;
- (d) Two point five percent (2.5%) from the first full pay period on or after 1 January 2021;
- (e) One percent (1.0%) from the first full pay period on or after 1 July 2021;
- (f) Two point five percent (2.5%) from the first full pay period on or after 1 January 2022;
- (g) One percent (1.0%) from the first full pay period on or after 1 July 2022; and
- (h) Two point five percent (2.5%) from the first full pay period on or after 1 January 2023.

31.2 All wage related allowances in the Agreement will increase by the percentages specified above unless otherwise stated.

#### **32 SHIFT ALLOWANCES**

All Ordinary Hours worked shall be subject to payment of the following shift penalties:

- (a) Early Morning Shift (Monday to Friday) 15%
- (b) Afternoon Shift (Monday to Friday) 15%
- (c) Night shift (Monday to Friday) 30%
- (d) Saturday/Sunday Shift 100%
- (e) Public Holiday Shift 150%

#### **33 PAYMENT FOR TRAINING**

When Employees are required to attend training during working hours they will be paid as per roster.

#### **34 SALARY MAINTENANCE**

- 34.1 Salary maintenance is a critical component of previous and ongoing restructuring and organisational changes.
- 34.2 Salary maintenance provides as a minimum the retention of grade classification, at the time of restructuring, with ongoing wage escalation as per the Agreement and with overtime as appropriate at the new position classification pay scale.
- 34.3 Individuals may retain additional arrangements as agreed at the time. Such arrangements will be provided to the Employee in writing. No Employee will be discriminated against because of such arrangements.
- 34.4 The provisions of this clause do not apply to Employees who have been demoted, or moved to an alternative position, due to the outcome of a disciplinary or underperformance matter.

#### **35 HIGHER CLASSIFICATION DUTIES**

- 35.1 An Employee who is requested to work at a level which attracts a higher rate of pay than his/her ordinary grade or level, shall be paid the rate applicable to such work for the time so engaged.
- 35.2 Where the work is for a period of two (2) hours or more, the payment shall be for the entire shift.
- 35.3 No restrictions shall be placed on the allocation of work on either a higher or lower grade or level to an Employee where circumstances require; provided that the Company is satisfied the Employee is capable, trained or qualified to perform the work allocated.
- 35.4 When an Employee has acted in a higher classified position for a period, or periods, of six (6) months or longer (in any continuous twelve (12) month period), the Employee shall receive a personal classification to the higher level position. This shall only apply where the higher position is vacant with no permanently appointed incumbent.

#### **36 SALARY PACKAGING**

- 36.1 Employees may salary sacrifice or package their salaries in any legal form, consistent with Company Policy as applicable from time to time, provided that there is no additional cost to the Company.
- 36.2 The cost of any individual packaging advice from taxation or financial advisers, costs of any fringe benefits tax payable and costs for setting up any individual arrangements will be borne by the Employee.
- 36.3 The annual salary of the Employee (prior to packaging or salary sacrifice) will remain unchanged for all purposes including the calculation of penalty rates, allowances, termination and superannuation payments.
- 36.4 An Employee may enter into a salary packaging arrangement with regard to State Government defined benefits superannuation schemes provided that it complies with the requirements as set out in State Legislation and other relevant guidelines/instructions.

- 36.5 Subject to the requirements set out in this clause, Employees may enter into novated vehicle leasing arrangements provided that their vehicle leasing arrangement is between the Employee and the Company's chosen third party vehicle lease provider and there is no additional cost to the Company to facilitate this vehicle leasing arrangement.

### **37 SUPERANNUATION**

#### **37.1 State Superannuation-Defined Benefit Scheme**

An Employee, previously employed by the PTC (and/or the successor corporations to the PTC), and who has remained a member of a Defined Benefit Scheme administered by ESSSuper shall continue to receive the prescribed Company contributions (to the fund on his/her behalf), and he/she is obliged to make Employee contributions, at the percentage rates prescribed by those funds. The relevant state superannuation schemes administered by ESSSuper are:

- (a) Revised Scheme
- (b) New Scheme
- (c) Transport Scheme

#### **37.2 Accumulation Scheme**

- (a) The Company will pay an amount equivalent to the prevailing Superannuation Guarantee Charge into the employee's approved fund of choice. The fund of choice which including a Self-Managed Superannuation Fund (**SMSF**), must comply with the SuperStream obligations as prescribed by the Australian Taxation Office (**ATO**).
- (b) For the purposes of this Clause, ordinary time earnings shall be as defined by the ATO.

#### **37.3 Superannuation Sacrifice Agreement**

The Agreement shall enable Employees of the Company to salary sacrifice contributions from their future pre-tax ordinary pay to a complying superannuation fund subject to the following conditions:

- (a) Salary sacrifice contributions shall not reduce the prescribed hourly rate of pay for the Employees appointed classification as specified in Schedule B which is attached to the Agreement.
- (b) The Company has the right with appropriate notice, to withdraw from offering Salary sacrifice to Employees if there is any alteration to relevant legislation that will be detrimental to the Company if it were to continue salary sacrifice arrangements for its Employees.
- (c) Salary sacrifice contributions should not exceed the annual concessional contribution limits as prescribed by the ATO.

- (d) The “concessional contribution” limits also include Superannuation Guarantee Contributions (**SGC**) presently made by the Company.
- (e) Employees can only salary sacrifice future ordinary time payments. Payments for overtime cannot be salary sacrificed.
- (f) Salary sacrifice contributions can only be made to the same superannuation fund that the Company contributions are being directed to, except where the Employee is a member of a defined benefit superannuation scheme.
- (g) Employee contributions to the Revised, New or Transport Defined Benefit Superannuation schemes are excluded from this salary sacrifice agreement.
- (h) Employees who are members of a defined benefit superannuation schemes who wish to make additional salary sacrifice contributions from their pre-tax ordinary time earnings may only make such contributions to ESS Super Accumulation Scheme, VicSuper or Australian Super. Prior to making a salary sacrifice election, such Employees should obtain details on their “notional taxed contributions” to their defined benefit fund to ensure they do not exceed their concessional contribution limit.
- (i) Employees may only vary their salary sacrifice arrangement on one (1) further occasion each calendar year.
- (j) Should an Employee experience hardship then they must advise the Company of their need to alter their existing salary sacrifice arrangement.
- (k) Employees seeking to enter into a salary sacrifice arrangement should obtain independent financial advice prior to doing so, which shall be at the Employee’s expense.
- (l) The Company shall not be held responsible for the financial consequences of the implementation of the financial advice or failure by the Employee to seek such advice.

### **38 PAYROLL DEDUCTIONS**

An Employee may nominate accounts into which payments on the Employee’s behalf may be deposited.

### **39 AVERAGING PAY**

If, during the life of the Agreement, the Company adopts a payroll system that can provide for the averaging of pay, the Company and Employees may agree to adopt that system of payment subject to consultation and agreement.

### **40 PENALTY DEFINITIONS**

“All purpose” – Allowances described as being ‘all-purpose’ will be added to an Employee’s hourly rate for all purposes of the Agreement which includes superannuation, overtime, penalty rates, shift penalties and periods of paid leave such as Annual Leave, Sick Leave, Public Holidays and Long Service Leave.



“Normal rate” is the base rate of pay plus any applicable allowances paid under the Agreement.

“Overtime” means all hours worked outside the Ordinary Hours. Each hour (or part thereof) of overtime shall be paid at the rate applicable for the day on which the hour (or part thereof) was worked.

#### **41 OVERTIME/PENALTY PAYMENTS**

41.1 Subject to the limitations below, all overtime worked by Employees will be paid at the rate of double time.

- (a) Senior Officers Class 8 and above will be paid overtime at the rate of Senior Officer Class 8 less \$1.
- (b) Professional Engineers Class 3 Year 4 and above will be paid overtime at the rate of Professional Engineers Class 3 Year 4 at 93%.

41.2 Time paid for travelling shall not be regarded as time worked for the purposes of calculating overtime.

#### **42 PAYMENT FOR WORK ON PUBLIC HOLIDAYS**

- (a) When it is operationally required for an Employee to work on a public holiday (which has not been substituted for another day), the Employee shall be paid at the rate of double time and a half for work undertaken on the public holiday.
- (b) When an Employee works less than eight (8) hours on a public holiday that falls on Monday to Friday, they shall be entitled to payment at their normal rate for eight (8) hours less the public holiday hours they worked. This payment is in addition to their entitlement under 42(a).
- (c) Where it is determined that an Employee who is rostered to work on a public holiday is not required to work, such Employee may be allowed to take the day off and will be paid for their rostered ordinary hours for that shift.
- (d) Where an Employee's ordinary hours of work includes a day off roster which falls on a public holiday, the Employee will be entitled to seven point six (7.6) hours pay for that day, excluding where Employees are booked off on a public holiday that falls on a Saturday or Sunday. For the avoidance of doubt, payment will not apply to Employees that are booked off on a public holiday that falls on a Saturday or Sunday.

#### **43 SECURITY ALLOWANCE**

- 43.1 This allowance will apply to all Employees required by the Company to become registered under the requirements of the Private Security Act 2004.
- 43.2 From the first full pay period on or after registration, an Employee will receive a payment as specified in Schedule B to the Agreement. This allowance is not to be paid for all purposes.
- 43.3 The Company will pay all costs associated with the training and maintenance of this allowance.

#### **44 CONSOLIDATED SUBURBAN TRAIN ALLOWANCES**

- 44.1 This allowance applies to Suburban Train Maintainers Electrical/Mechanical, Equipment Examiners, Equipment Examiner Assistants, Car Builders, Train Examiners and Skilled Labourers.
- 44.2 The allowance is the amount specified in Schedule B to the Agreement. This allowance is not to be paid for all purposes.

#### **45 GRAFFITI ALLOWANCE**

Graffiti Allowance is paid to Wash Plant Operators as specified in Schedule B to the Agreement and is not to be paid for all purposes.

#### **46 DISTRESS AND TRAUMA ALLOWANCE**

- 46.1 Where Field Maintenance Employees are required to attend to work directly involved with suburban train accidents involving traumatic personal injuries or deaths, they are to be paid compensation of twenty-five (25) percent of their normal hourly rate for the whole of the shift concerned (i.e. equivalent to two (2) hours at single rate would be paid for an eight (8) hour shift). This allowance will not be paid for all purposes.
- 46.2 This allowance is not payable when an Employee chooses to access the leave benefit under clause 74.

#### **47 DISRUPTION DISABILITY ALLOWANCE**

- 47.1 An allowance shall be payable to Employees who are required to perform their normal duties under abnormal conditions as a result of an approved and particular project for the renovating/restoring/upgrading/reconstructing of buildings throughout the organisation being undertaken at their place of work and such Employees cannot be relocated from such areas of work.
- 47.2 In cases where Employees cannot be relocated and are required to perform their normal duties in an existing office/building undergoing major structural or internal alterations, for not less than two (2) hours on a shift, such Employees shall be paid an allowance as specified in Schedule B to the Agreement for each and every hour worked in those circumstances.
- 47.3 For the purpose of this clause a significant disability occurs when Employees encounter excessive noise, dust and/or disruptive inconvenience caused by the use of power tools and equipment used during the construction activities.

- 47.4 The officer authorising such payment shall be required to certify that the building alterations and renovations are such as to constitute changes in the work environment to the extent that they amount to a significant net addition to the work requirements of the Employees concerned.

#### **48 FIRST AID ALLOWANCE**

Company nominated First Aiders who hold the Provide First Aid qualification will be provided an allowance in accordance with Schedule B to the Agreement.

#### **49 E GRADE ALLOWANCE (A CLASS)**

- 49.1 Payment of an "E" Grade (A Class) Electrical License allowance will be made to all qualified electrical tradespersons who hold a current license. Payment will not be made after the expiry date of the license if evidence of renewal is not provided to payroll.
- 49.2 The quantum of the allowance is as specified in Schedule B and is not to be paid for all purposes.

#### **50 RELOCATION ALLOWANCE**

- 50.1 Employees who transfer to a new work location because of a depot closure/relocation within the metropolitan area will be granted a one-off allowance of \$1,000 payable as a lump sum at the time of transfer. For this payment to apply, the distance (direct line) of the relocation must be greater than three (3) kilometres.
- 50.2 This is dependent on the Company having a requirement to relocate the entire work section and the Employee/s concerned do not have the use of a Company vehicle for travel between work and home.

#### **51 USE OF PRIVATE CAR**

In the event of an Employee having to use their own vehicle for business purposes, they shall be reimbursed at the rate as published by the Australian Tax Office from time to time. This payment shall be made on the production of satisfactory evidence in the form of log book or other substantive document and would normally be authorised in advance by the Employee's supervisor.

#### **52 TRAVELLING AND INCIDENTAL EXPENSES**

Where travelling and incidental expenses are not paid directly by the Company, Employees will be reimbursed upon the provision of a receipt up to a maximum of the amount specified by the Australian Tax Office Determination (as updated from time to time).

#### **53 TRAVELLING AND WAITING TIME**

Any Employee who is required to sign on and/or off at a location other than their nominated depot or depots, which is a distance of more than five (5) kilometres from their nominated depot or depots, shall be paid at single rate for any additional travel time. Such additional travel time shall be determined through consultation with the Employee involved. Staff required to start and finish at various locations for training purposes will not be paid travelling time under this clause.

## **SECTION FOUR: HOURS OF WORK**

### **54 ORDINARY HOURS**

- 54.1 The ordinary hours of work for a full-time Employee shall be an average of thirty-eight (38) hours per week, and shall be:
- (a) For Employees who work Monday to Friday, one hundred and fifty-two (152) ordinary hours per four (4) week cycle and operating on a nineteen (19) day, four (4) week cycle. Employees engaged on a nineteen (19) day, four (4) week cycle will be provided with an Extra Day Off (EDO) that represents the twentieth day of the four (4) week cycle in accordance with clause 55;
  - (b) For full-time Employees who work a seven (7) day roster, an average of thirty-eight (38) hours per week;
  - (c) Not in excess of ten (10) days per pay fortnight;
  - (d) Not less than seven point six (7.6) hours; and
  - (e) Not in excess of twelve (12) hours per shift, inclusive of overtime, except in exceptional circumstances and then only if expressly authorised by the Company.
- 54.2 When a shift extends over two (2) pay periods, that shift shall be deemed to be part of the pay period of when the shift commences.
- 54.3 No Employee during the course of any shift shall be booked off duty for more than half an hour, including time for a meal, unless otherwise agreed upon between the Company and the Employee concerned.

### **55 EXTRA DAYS OFF (EDO)**

- 55.1 EDO's will be rostered, and taken, Monday to Friday as agreed between the Company and the relevant Employees during the cycle so as to guarantee continuity of operation.
- 55.2 EDO's may be accumulated to a maximum of five (5) days where it is agreed by the Company, and taken to meet operational requirements.
- 55.3 A rostered EDO is not to be substituted for personal leave or any other paid leave.

### **56 REASONABLE OVERTIME**

- 56.1 The Company may require an Employee to work reasonable overtime at overtime rates subject to the following:
- 56.2 An Employee may refuse to work overtime in circumstances where the working of such overtime would result in the Employee working hours which are unreasonable having regards to:
- (a) Any risk to the Employee's health and safety;
  - (b) The Employee's personal circumstances including any family responsibilities;

- (c) The needs of the workplace enterprise;
- (d) The notice (if any) given by the Company of any overtime and by the Employee of his or her intention to refuse it; and
- (e) Any other relevant matter.

## **57 TIME OFF IN LIEU**

- 57.1 An Employee may elect, with the consent of the Company, to take time off in lieu of payment of overtime at a time or times agreed with the Company. Any time taken off in lieu will be during Ordinary Hours, that is, an hour for each hour worked. Where the Employee has not taken time off within four (4) weeks, the Employee may request payment for such time at the rates specified in clause 41.
- 57.2 This clause does not apply to Employees employed under the Metal Industry 'C' Classification structure, excluding those employed in the technical stream.

## **58 OVERTIME MEAL**

- 58.1 An Employee working overtime shall be allowed a rest break of twenty (20) minutes without deduction of pay after each four (4) hours of overtime worked, but this provision shall not prevent any agreed arrangement being made for the taking of a longer meal interval without pay.
- 58.2 Where overtime is to be worked immediately after the completion of ordinary work on a day or shift and the period of overtime is to be more than one and a half (1.5) hours, an Employee, before starting the overtime, is entitled to a rest break of twenty (20) minutes to be paid at ordinary rates.
- 58.3 An Employee is entitled to a meal allowance as Specified in Schedule B of the Agreement on each occasion that the Employee is entitled to a rest break in accordance with this clause, except if an Employee was notified the previous day or previous shift that they would be required to work such overtime.

## **59 CALL OUT AFTER ORDINARY HOURS**

- 59.1 Any Employee recalled after leaving duty for the day or shift to work overtime shall be paid for a minimum of four (4) hours at the appropriate rate, provided that if such overtime is continuous with a period of Sunday time, the minimum payment herein prescribed shall apply in respect of the full turn of duty and not to the overtime and the Sunday time separately.
- 59.2 Excepting as detailed in the next paragraph, time worked by an Employee who has already left work before being recalled shall be treated as an extension to the previous hours worked by an Employee and paid accordingly.
- 59.3 When an Employee is requested to start their next planned or rostered shift early, this time shall be paid as overtime worked in conjunction with that shift.
- 59.4 An Employee called in to cover a rostered shift shall be paid for a minimum of eight (8) hours at the appropriate rate.

- 59.5 Time worked under this clause will be paid as overtime at the appropriate rate in accordance with clause 41.
- 59.6 When an Employee is required to immediately report to work, the start time for overtime calculation shall commence from when they leave home. In other circumstances, the start time for overtime shall commence from when the Employee attends work or when they were requested to attend work, whichever is the later.
- 59.7 In all circumstances, the finish time for overtime will be when the Employee finishes on the job or at the depot, whichever is applicable.

## **60 MINIMUM BREAK FROM WORK**

- 60.1 Employees shall be provided a ten (10) hour break between shifts unless:
- (a) Employees work one (1) eight (8) hour shift followed by an eight (8) hour break and another eight (8) hour shift as long as they have a ten (10) hour break after the second eight (8) hour shift; or
  - (b) Operational emergencies prohibit Employees from having at least ten (10) hours off duty.
- 60.2 If the ten (10) hour break includes time that would normally be worked as a part of the Employee's Ordinary Hours, they shall receive payment for those hours at ordinary time rate.
- 60.3 Employees shall be paid at the rate of double time from when they recommence duties until they have been given the opportunity to have a ten (10) hour break when:
- (a) The maximum working hours and minimum breaks stipulated in 60.1(a) of this clause are not met; or
  - (b) They are required to return to work without having had a ten (10) hour break from when they last worked overtime.

## **61 SHIFT WORK DEFINITIONS**

"Afternoon Shift": Afternoon Shift is defined as a shift finishing after 6:00pm (1800 hours) and at, or before, midnight (0000 hours).

"Day Shift": Day Shift is defined as a shift starting at or after 6:00am (0600 hours) and to finish at or before 6:00pm (1800 hours).

"Early Morning Shift": Early Morning Shift is defined as a shift starting at or after 4:00am (0400 hours) and before 6:00am (0600 hours).

"Night Shift": Night Shift is defined as a shift finishing after midnight (0000 hours) or starting before 4:00am (0400 hours).

"Normal rate" is the base rate of pay plus any allowances paid under the Agreement when the Employee is not at work.

**"Shift Worker":** A Shift Worker for the purpose of the Agreement and for the purposes of the NES is an Employee who is required to work rotating continuous rostered shifts, i.e. twenty-four (24) hours a day, seven (7) days a week, or permanent Night Shift.

**"Ordinary Hours":** Ordinary hours are as defined under clause 54. Each hour (or part thereof) of Ordinary Hours of work shall be paid at the rate applicable for the day on which the hour (or part thereof) was worked.

## **62 SHIFT WORK AVAILABILITY**

- 62.1 A Shift Worker shall be required to make themselves available to work shifts as determined by the Company.
- 62.2 An Employee shall be given a copy of the rostered hours they are required to work at least fourteen (14) days prior to the commencement of each roster. New rosters will be developed in accordance with Schedule D.
- 62.3 At least forty-eight (48) hours' notice shall be given to an Employee who is requested to change rostered shifts. If less than forty-eight (48) hours' notice is given, then payment will be made at the appropriate overtime rate as per clause 41. Forty-eight (48) hours' notice or penalty payments do not apply to Employees rostered on as a relief shift.

## **63 MEAL/CRIB BREAKS**

- 63.1 Flexibility shall be exercised at all times, and when the nature of the work requires a "straight shift", a twenty (20) minute crib break shall be applied without deduction of pay. The crib time shall also be organised to ensure continuity of the Company's operations.
- 63.2 The arrangement of work for a shift may be such that Employees shall be allowed an unpaid thirty (30) minute break to be taken within the spread of the shift. Ideally, this break shall be taken as close to mid-shift as possible, no later than the end of the fifth (5th) hour, but shall be taken so as not to disrupt the continuity of the work group's operations.

## **64 MORNING TEA BREAK**

A morning tea break of not more than ten (10) minutes will be taken at a time determined by the operational requirements of the business.

## **65 DAYLIGHT SAVING**

When, by reason of State legislation, summer time is prescribed as being in advance of the standard time of the State, the length of any overtime or Ordinary Hours shift shall be deemed to be the number of hours represented by the difference between the time recorded on the clock at the beginning of the shift and the time so recorded on the clock at the end of the shift. The time on the clock in each case is to be set to the time fixed pursuant to the relevant State legislation.

## SECTION FIVE: LEAVE & PUBLIC HOLIDAYS

### 66 ANNUAL LEAVE

- (a) An Employee shall accrue the following amount of paid annual leave for each year of continuous service:

<u>Description</u>	<u>Amount of Annual Leave</u>
Shift Workers	5 weeks (192 hours) <i>*based on a standard 38 hour week</i>
All Others	4 weeks (152 hours) <i>*based on a standard 38 hour week</i>

- (b) Part time Employees are entitled to pro-rata annual leave entitlements based on the Ordinary Hours worked for the previous fortnight.
- (c) If the period during which an Employee takes paid annual leave includes any other period of paid leave specified in the Agreement (other than community service leave in accordance with clause 72 of the Agreement), the Employee is taken not to be on paid annual leave for the period of that other leave.
- (d) For the avoidance of doubt, any Employee may apply to substitute personal leave for annual leave subject to meeting the requirements as set out in clause 68.
- (e) An Employee's entitlement to annual leave shall accrue progressively during the year and accumulates from year to year.
- (f) An Employee, who, upon retirement, resignation or termination of employment, has an outstanding leave accrual, will be paid an amount equal to the unused annual leave and any annual leave loading applicable.
- (g) Annual leave must be taken in accordance with the Employee's rostered/ordinary hours.

#### 66.2 Direction to take Excess Annual Leave

- (a) The Company may direct an Employee to take paid annual leave if the Employee has accrued more than eight (8) weeks' paid annual leave, and the Company and the Employee are unable to reach agreement on the taking of leave.
- (b) The Company must give an Employee at least twenty-eight (28) days' notice prior to the date the Employee is required to commence the leave.
- (c) The amount of annual leave the Employee is directed to take must be less than or equal to a quarter of the amount of leave accrued.

#### 66.3 Reduction of Annual Leave

- (a) On a once only basis, Employees may apply to cash out annual leave entitlements, provided such payments:
- (i) Are restricted to minimum periods of not less than two (2) weeks;



- (ii) Are in blocks of completed weeks; and
- (iii) Do not reduce overall annual leave entitlements below four (4) weeks (five (5) weeks for shift workers) after payment is made.
- (b) Any agreement for the cashing out of annual leave under this clause must be set out in writing and signed by both the Company and the Employee. Applications for cash out are granted at the Company's discretion.
- (c) Employees must be paid at not less than the rate of pay applicable to the Employee under the Agreement had the Employee taken this leave.
- (d) In addition, Employees may elect to clear these surplus credits and nominate to prospectively salary sacrifice future earnings into a complying Superannuation Fund in accordance with and subject to Australian Taxation Office requirements. These arrangements must cease when annual leave credits for an individual have been reduced to four (4) weeks, five (5) weeks for shift workers.
- (e) Applications for the reduction of annual leave, under this clause, must be made to Payroll no later than 31 December 2020.

#### 66.4 Annual Leave Loading

- (a) Employees when taking annual leave are entitled to loading as detailed below unless the leave to be taken has accrued from previous years and loading has already been paid against that accrual.

<u>Description</u>	<u>Amount of Loading</u>
Shift Workers	20%
All Others	17.5%

- (b) The above are percentages of the Employee's ordinary weekly wage/salary, inclusive of all-purpose payments.
- (c) Shift Workers will be paid an annual leave loading of 20% or an amount equivalent to their standard rostered shift penalties as defined in clause 32, excluding public holiday penalties, whichever is the greater.

#### 66.5 Method of Taking Annual Leave

- (a) When an Employee requests that annual leave be allowed in one continuous period, such request shall not be unreasonably refused, but is subject to the Company's operational requirements. In the event of lack of agreement between the Company and Employee the matter may be dealt with in accordance with the Dispute Resolution Procedure.
- (b) Employees and their supervisors shall amend rosters to enable the scheduling of annual leave throughout the year to ensure continuity of maintenance and productive operation and an equal distribution of Employees on leave.

## **67 LONG SERVICE LEAVE**

- 67.1 An Employee is entitled to thirteen (13) weeks long service leave with pay after the completion of ten (10) years continuous service. Additional long service leave will accrue at the rate of one point three (1.3) weeks per completed year of service.
- 67.2 When an Employee has completed at least seven (7) years continuous service:
- (a) Pro rata long service leave may be taken with the approval of the Company;
  - (b) If an Employee's employment ceases pro rata payment for long service leave will be granted.
- 67.3 In cases when an Employee retires on account of age or ill health, dies or is terminated on the grounds of redundancy, entitlement to long service leave is subject to a minimum of four (4) years completed continuous service and is computed on the basis of one point three (1.3) weeks leave for each completed year of service.
- 67.4 On request from an Employee, the whole or any part of due long service leave may be taken at half pay for a period equal to twice the whole or part of the period to which the Employee is entitled. For the purposes of this clause, half pay means pay computed at half the rate that would have been received had the leave been granted at full pay.
- 67.5 In calculating the period of service for long service leave purposes any continuous period of leave of absence without pay for one (1) month or more is to be excluded.

## **68 PERSONAL LEAVE**

### **68.1 Depot Supervisors and C Classifications**

Depot Supervisors and Employees, whose classification is under Schedule A, will receive ten (10) days personal leave per year which will accrue on a progressive basis during the first year of service. On every anniversary of the Employee's commencement with the Company, an Employee shall be entitled to receive a further ten (10) days personal leave.

- (a) When an employee is absent for a full shift, one (1) day of Personal leave will be deducted from their accrued entitlement and payment will be made for the Employee's rostered ordinary hours for that day.
- (b) When an employee is absent for part of a shift the actual hours absent from work will be deducted from their accrued entitlement and payment will be made for the actual hours absent from work.
- (c) For accrual and deduction purposes a day will be defined as seven point six (7.6) hours. (Part-day absences will be deducted up to a maximum of seven point six (7.6) hours.)
- (d) Where the hours of the rostered ordinary shift, or the length of the absence, is greater than seven point six (7.6) a build-up payment at ordinary time will apply for the difference between seven point six (7.6) hours and the rostered ordinary hours on that day/s, except in cases where an Employee's accrued personal leave balance is less than seven point six (7.6) hours. In this case, payment for personal leave will be made in accordance with the available accrued personal leave balance.

#### 68.2 All others

All other Employees shall be entitled to receive personal leave in accordance with the following:

- (a) During the first year of service, an Employee will accrue seventy six (76) hours (ten (10) days based on a standard thirty eight (38) hour week) progressively;
- (b) On the first anniversary of their start date, an Employee will accrue an additional one hundred and fifty two (152) hours (twenty (20) days based on a standard thirty eight (38) hour week);
- (c) On every anniversary thereafter, an Employee will accrue an additional one hundred and fourteen (114) hours (fifteen (15) days based on a standard thirty eight (38) hour week).

#### 68.3 General

- (a) Any unused personal leave shall accumulate and accrue to the Employee's credit.
- (b) During employment, or upon termination for any reason, Employees shall not be offered payment for accrued personal leave, i.e. "paying out" of personal leave. If an Employee is terminated by the Company and is re-engaged within a period of six (6) months, then the Employee's unclaimed balance of personal leave shall continue from the date of re-engagement. In such a case the Employee's next year of service will commence after a total of twelve (12) months has been served with the Company, excluding the period of interruption in service.
- (c) Personal leave must be taken in accordance with the Employee's rostered/ordinary hours.

#### 68.4 Sick Leave

- (a) An Employee, who is absent from work on account of personal illness or injury shall be entitled to paid sick leave, from their personal leave entitlement, whenever such absence causes loss of ordinary time pay.
- (b) Paid sick leave shall be authorised where the Company is satisfied that the absence of an Employee from duty was due to genuine personal illness or injury.
- (c) Applications for leave of absence on the grounds of illness shall be supported by the satisfactory certificate of a registered health practitioner or statutory declaration made by the Employee.
- (d) For Employees covered by clause 68.1, the Company will, in any personal leave year of service, grant up to two (2) full-day (i.e. absences of seven point six (7.6) hours and above) and two (2) part-day (i.e. absences less than seven point six (7.6) hours) absences on the grounds of illness without the production of a medical certificate or statutory declaration. Furthermore, the maximum number of consecutive days that will be granted without the production of a medical certificate or statutory declaration shall be one (1). Employees covered by 68.1, but who work ordinary hours Monday to Friday, eight (8) hour shifts, are excluded from these provisions.

- (e) For Employees covered by clause 68.2, and Employees covered by 68.1 who work ordinary hours Monday to Friday, eight (8) hour shifts, the Company will, in any personal leave year of service, grant up to five (5) instances of leave of absence on the grounds of illness without the production of a medical certificate or statutory declaration. Furthermore, the maximum number of consecutive days that will be granted without the production of a medical certificate or statutory declaration shall be two (2). An instance includes a part day absence.
- (f) If an Employee would have been required to work on a public holiday (i.e. would have been rostered for duty) but is absent due to illness or injury, the Employee is not entitled to payment for that public holiday unless a medical certificate is provided.
- (g) An Employee who is involved directly in an industrial stoppage will not be entitled to paid leave of absence for any illness or injury on any working day or shift reduced by the stoppage unless the absence extends prior and beyond that day or shift and is fully covered by a medical certificate.
  - (i) An Employee may be granted paid leave of absence provided absence from duty due to illness or injury commenced from a date prior to the stoppage commencing and such period is covered by a medical certificate.

#### 68.5 Carers Leave

- (a) An Employee is entitled to use their accrued personal leave to care for members of their immediate family or household who are sick and require care and support, or who require care due to an unexpected emergency subject to the conditions set out in this clause.
- (b) The term immediate family includes:
  - (i) a spouse, a de facto partner, child, parent, grandparent, grandchild or sibling of the employee; or
  - (ii) a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the Employee.
- (c) This entitlement is subject to the Employee being responsible for the care and support of the person concerned.
- (d) Where an Employee has exhausted all paid leave, they are entitled to take unpaid carer's leave to care for members of their immediate family or household who are sick and require care and support or who require care due to an unexpected emergency. The Company and the Employee shall agree on the period. In the absence of agreement, the Employee is entitled to take up to two (2) days of unpaid leave per occasion.
- (e) The Employee shall furnish a medical certificate or statutory declaration, confirming the illness of the person concerned, or nature of unexpected emergency.

## **69 PARENTAL LEAVE**

- 69.1 The following provisions relating to parental leave apply to Employees entitled to parental leave under the Fair Work Act 2009 (Cth).
- 69.2 Parental leave means paid and unpaid parental leave (including maternity and partner leave) and adoption leave as detailed hereunder.
- 69.3 To the extent that this clause relates to adoption leave, child means a child under sixteen (16) years of age as at the day of placement, or expected day of placement, of the child with an Employee for the purposes of adoption, other than:
- (a) a child who has, or will have, lived continuously with the Employee for a period of six (6) months or more as at the date of placement, or expected placement, of the child; or
  - (b) a child who is a child of the Employee or the Employee's spouse or de facto partner (otherwise than because of the adoption).

69.4 For the purpose of this clause, spouse may include a de facto or former spouse.

### **69.5 Unpaid Parental Leave - Basic Entitlement**

- (a) After twelve (12) months continuous service, a parent is entitled to fifty-two (52) weeks unpaid parental leave in relation to the birth or adoption of a child.
- (b) In relation to Employee couples, and subject to clauses 69.12, 69.14, and 69.15, parental leave is to be available to only one parent at a time, in a single unbroken period, except that both parents may simultaneously take up to eight (8) weeks at the time of the birth or placement of the child.

### **69.6 Variation of Period of Parental Leave**

An Employee may apply to the Company to extend the period of parental leave on one (1) occasion. Any extension is to be notified as soon as possible but no less than fourteen (14) days before the end of the period. A period of parental leave may be shortened by written agreement between the Employee and the Company and the Employee must provide notice of return to work in accordance with clause 69.9.

### **69.7 Parental Leave and other Entitlements**

An Employee may in lieu of or in conjunction with parental leave, access any annual leave or long service leave entitlements which they have accrued subject to the total amount of leave not exceeding the maximum period provided for under the Agreement for that category of parental leave or a period longer as agreed.

### **69.8 Transfer to a Safe Job**

- (a) Where an Employee is pregnant and, in the opinion of a registered medical practitioner that person is fit for work but, illness or risks arising out of the pregnancy or hazards connected with the work assigned to the Employee make it inadvisable for the Employee to continue at her present work, the Employee will, if the Company deems it practicable, be transferred to a safe job with no other change

to the Employee's terms and conditions of employment until the commencement of maternity leave.

- (b) If the transfer to a safe job is not practicable, the Employee may elect, or the Company may require the Employee, to commence parental leave for such period as is certified necessary by a registered medical practitioner.
- (c) Parental leave taken in these circumstances is paid leave which is additional to any other leave to which the Employee is entitled.

#### 69.9 Returning to work after a period of Parental Leave

- (a) An Employee will notify of their intention to return to work after a period of parental leave at least four weeks (4) prior to the expiration of the leave.
- (b) An Employee will be entitled to the position which they held immediately before proceeding on parental leave. In the case of an Employee transferred to a safe job, the Employee will be entitled to return to the position they held immediately before such transfer.
- (c) Where such position no longer exists but there are other positions available which the Employee is qualified for and is capable of performing, the Employee will be entitled to a position as nearly comparable in status and pay to that of their former position.

#### 69.10 Replacement Employees

- (a) A replacement Employee is an Employee specifically engaged or temporarily promoted or transferred, as a result of an Employee proceeding on parental leave.
- (b) Before the Company engages a replacement Employee the Company must inform that person of the temporary nature of the employment and of the rights of the Employee who is being replaced.

#### 69.11 Communication during Parental Leave

- (a) Where an Employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, the Company shall take reasonable steps to:
  - (i) make information available in relation to any significant effect the change will have on the status or responsibility level of the position the Employee held before commencing parental leave;
  - (ii) provide an opportunity for the Employee to discuss any significant effect the change will have on the status or responsibility level of the position the Employee held before commencing parental leave; and
  - (iii) the Employee shall take reasonable steps to inform the Company about any significant matter that will affect the Employee's decision regarding the duration of parental leave to be taken, whether the Employee intends to request to return to work and whether the Employee intends to request to return to work on a part-time basis.

- (b) The Employee shall also notify the Company of changes of address or other contact details.

#### 69.12 General Maternity Leave Arrangements

- (a) An Employee who has completed twelve (12) months continuous service by the date of commencement of maternity leave is entitled to be granted maternity leave with pay for a total period of fourteen (14) weeks upon production of a certificate from a legally qualified medical practitioner stating that she is pregnant and specifying the expected date of birth.
- (b) An Employee may elect to take the paid component of their maternity leave (fourteen (14) weeks) at half-pay, i.e. have pay over twenty-eight (28) weeks, so long as the total period of parental leave is not extended.
- (c) When an Employee has been employed on a part time basis for all or portion of a continuous period of employment of twelve (12) calendar months, she is entitled to be granted leave on a proportionate basis.
- (d) When the pregnancy of an Employee terminates earlier than twenty (20) weeks prior to the expected date of delivery there is no entitlement to paid maternity leave.
- (e) Employees may be granted additional leave after the period of maternity leave has expired as a deduction from other leave credits and/or leave without pay.
- (f) The maximum leave granted of both paid and unpaid (including the period of maternity leave) will not exceed fifty-two (52) weeks.
- (g) Payment in respect of maternity leave will not be made in advance, but paid in accordance with normal arrangements for payment of salary.

#### 69.13 Special Maternity Leave Arrangements

- (a) Where the pregnancy of an Employee not then on maternity leave terminates within twenty-eight (28) weeks of the expected date of birth of the child, other than by the birth of a living child, then the Employee may take unpaid special maternity leave of such periods as a registered practitioner certifies as necessary.
- (b) Where an Employee is suffering from an illness not related to the direct consequences of the confinement, an Employee may take any paid sick leave to which she is entitled in lieu of, or in addition to, special maternity leave.
- (c) Where an Employee not then on maternity leave suffers illness related to her pregnancy, she may take paid sick leave to which she is then entitled and such further unpaid special maternity leave as a registered medical practitioner certifies as necessary before her return to work.
- (d) Where leave is granted during the period of absence, an Employee may return to work at any time, as agreed between the Company and the Employee provided that time does not exceed four (4) weeks from the recommencement date desired by the Employee.

69.14 Partner Leave (excluding maternity leave)

- (a) An Employee who has completed twelve (12) months service at the date of birth of a child and who makes a statutory declaration that he or she is a parent of, or has accepted responsibility for the care of, a child may be granted partner leave with pay for a period not exceeding one (1) week, or for periods that in the aggregate do not exceed one (1) week, provided that such leave shall commence not more than:
  - (i) One (1) week prior to the expected date of birth of the child; or
  - (ii) Five (5) weeks after the birth of the child (this means the leave should be completed not later than six weeks after the birth).
- (b) In cases of still birth, paid partner leave may be granted subject to the production of substantiating medical evidence but not in cases where the pregnancy terminates earlier than twenty (20) weeks prior to the expected date of delivery.
- (c) Employees may also apply to be granted unpaid parental leave on the proviso that the Employee will be the primary care giver for the child during the period concerned and that they will not be having time off with a spouse or de facto spouse who is on maternity leave, except in accordance with clause 69.5(b). The maximum period of leave granted for both paid and unpaid parental leave should not exceed fifty-two (52) weeks.

69.15 Adoption Leave

- (a) If an Employee is adopting a child and has at least twelve (12) months continuous service they will be entitled to twelve (12) weeks paid adoption leave provided that they are the primary care giver. Further, Employees with at least twelve (12) months service are entitled to a period of unpaid adoption leave. Total leave shall not exceed fifty-two (52) weeks.
- (b) In cases where the Employee is a secondary carer they are entitled to one (1) weeks' paid leave with a further option of an additional fifty-one (51) weeks unpaid leave.
- (c) The Employee will notify the Company at least ten (10) weeks in advance of the date of commencement of adoption leave and the period of leave to be taken. An Employee may commence adoption leave prior to providing such notice, where through circumstances beyond the control of the Employee, the adoption of a child takes place earlier.
- (d) Before commencing adoption leave, an Employee will provide the Company with a statutory declaration stating:
  - (i) the Employee is seeking adoption leave to become the primary care-giver of the child;
  - (ii) particulars of any period of adoption leave sought or taken by the Employee's spouse; and
  - (iii) that for the period of adoption leave the Employee will not engage in any conduct inconsistent with their contract of employment.



- (e) The Company may require an Employee to provide confirmation from the appropriate government authority of the placement.
- (f) Where the placement of a child for adoption with an Employee does not proceed or continue, the Employee will notify the Company immediately and the Company will nominate a time not exceeding four (4) weeks from receipt of notification for the Employee's return to work.
- (g) An Employee will not be in breach of this clause as a consequence of failure to give the stipulated periods of notice if such failure results from a requirement of an adoption agency to accept earlier or later placement of a child, the death of a spouse, or other compelling circumstances.
- (h) An Employee seeking to adopt a child is entitled to unpaid leave for the purpose of attending any compulsory interviews or examinations as are necessary as part of the adoption procedure. The Employee and the Company should agree on the length of the unpaid leave. Where agreement cannot be reached, the Employee is entitled to take up to two (2) days unpaid leave. Where paid leave is available to the Employee, the Company may require the Employee to take such leave instead.

#### 69.16 Parental Leave - Right to Request

- (a) An Employee entitled to parental leave pursuant to this clause (69) may request the Company to allow the Employee to:
  - (i) extend the period of unpaid parental leave provided for in clause 69.5 by a further continuous period of leave not exceeding twelve (12) months; or
  - (ii) return from a period of parental leave on a part-time basis until the child reaches school age;
 to assist the Employee in reconciling work and parental responsibilities.
- (b) The Company shall consider the request having regard to the Employee's circumstances and, provided that the request is genuinely based on the Employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the Company's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.
- (c) The Employee's request and the Company's decision must be recorded in writing.
- (d) When an Employee wishes to make a request, such a request must be made as soon as possible but no less than seven (7) weeks prior to the date upon which the Employee is due to return to work from parental leave.

## **70 COMPASSIONATE LEAVE**

- 70.1 An Employee is entitled to up to two (2) days compassionate leave for the purpose of spending time with a person in the event of illness or injury that poses a serious threat to life of a member of the Employee's immediate family or household (refer to clause 68.5 for definition).
- 70.2 Employees are also entitled to take unpaid compassionate leave. The Company and Employee should agree on the length of unpaid leave. In the absence of agreement, the Company shall specify the period of unpaid compassionate leave.
- 70.3 Claims for compassionate leave shall be supported by evidence reasonably required by the Company.

## **71 BEREAVEMENT LEAVE**

- 71.1 An Employee is entitled to up to three (3) days bereavement leave on each occasion of the death of a member of the Employee's immediate family or household (refer to clause 68.5 for definition).
- 71.2 Employees are also entitled to take unpaid bereavement leave. The Company and Employee should agree on the length of unpaid leave. In the absence of agreement, the Company shall specify the period of unpaid bereavement leave.
- 71.3 Claims for bereavement leave shall be supported by evidence reasonably required by the Company.

## **72 COMMUNITY SERVICE LEAVE (INC. JURY SERVICE)**

- 72.1 An Employee who engages in an eligible community service activity is entitled to be absent from his or her employment for a period in accordance with Division 8 of Part 2-2 of the Fair Work Act 2009 (*Cth*). When an Employee is required to attend for Jury Service they shall be paid as per roster provided the Company receives proof of their attendance.
- 72.2 An Employee may be released with pay from their normal duties to participate in firefighting, flood relief or other emergency activities, including the requirement to deliver plant or equipment for such activities where:
  - (a) The Employee is a registered member of volunteer organisations such as SES and CFA; and
  - (b) The Employee has obtained permission to be released from duties from the Company. Release for volunteer activity is subject to no undue inconvenience being caused in the volunteer's absence.
- 72.3 Whenever reasonably practicable the period of release should indicate a minimum rest period of eight (8) hours following cessation of such activity and before commencement of ordinary duty.
- 72.4 An Employee who takes community service leave is required to provide to the Company adequate evidence (as determined by the Company) of participation in the eligible community service activity.

### **73 SPECIAL LEAVE**

- 73.1 Where an Employee requires time away from work for a substantial reason (e.g. additional compassionate, reserve forces, major sporting events, study, community service) they may be granted paid leave at the discretion of the Company.
- 73.2 The aforementioned is an indicative listing of the leave that may be sought by Employees, however it is not limited to only these and further leave types are contained within the Company's policies.

### **74 TRAUMA COUNSELLING AND TRAUMA LEAVE**

- 74.1 There is no entitlement under this clause if an Employee is paid the Distress and Trauma Allowance under clause 46.
- 74.2 Where an Employee attends or directly deals with the consequences of a serious workplace incident, post-traumatic stress counselling is available. Attendance will be optional, but is recommended.
- 74.3 In addition, an Employee will be provided with up to five (5) days paid leave (**Trauma Leave**) provided the Employee has sought trauma counselling through the Company's Employee Assistance Program (**EAP**) and leave has been approved by the Company.
- 74.4 During the trauma leave the Employee will be expected to, if medically fit, to attend any meetings regarding the incident in hours that are mutually agreeable.
- 74.5 During any period of trauma leave provided under this clause, the Employee is to be paid what he or she would have received for their normal rostered shift for the first five (5) days, not including the day of the incident.

### **75 LEAVE WITHOUT PAY**

Leave without pay may be granted at the expiration of an Employee's leave entitlements in accordance with Company's leave policies. Provisions of this clause do not apply to clause 69.

## **76 BUSINESS IMPROVEMENT/BONUS LEAVE**

- 76.1 As a consequence of initiatives achieved during the life of the previous agreement to improve the productivity and efficiency of the business, it has been agreed to continue the provision of five (5) days bonus leave for the duration of the life of the Agreement.
- 76.2 Five (5) days paid bonus leave will be granted for the period 1 July to 30 June each year.
- 76.3 The taking of the benefits of this scheme is to be made available to Employees as from 1 December each year. This leave will not be granted in advance. The bonus leave for Employees who start after 1 July in the coming year will be on a pro-rata basis.
- 76.4 Bonus leave will be taken in accordance with ordinary/rostered hours for that day, and will be paid at the Employee's ordinary time rate of pay.
- 76.5 Leave must be taken from the date the leave is made available and prior to the last pay period in October the following year. Any unused leave will be paid out in the last pay period of October of that year and in this circumstance one (1) day equates to seven point six (7.6) hours.
- 76.6 Leave will be organised and taken, as agreed between the Employee and the Company.

## **77 PUBLIC HOLIDAYS**

- 77.1 An Employee other than a casual Employee shall be entitled, without loss of pay, to public holidays as follows:
  - (a) New Year's Day;
  - (b) Australia Day;
  - (c) Labour Day;
  - (d) Good Friday;
  - (e) Easter Saturday;
  - (f) Easter Monday;
  - (g) Anzac Day;
  - (h) Queen's Birthday;
  - (i) Melbourne Cup Day;
  - (j) Christmas Day; and
  - (k) Boxing Day,
  - (l) or such other days which are proclaimed from time to time as public holidays by the Victorian Government.

- 77.2 For the purposes of the Agreement, where Christmas Day, Boxing Day, New Year's Day, Australia Day or ANZAC Day fall on a Saturday or Sunday, the substitute days will be as per that prescribed in the Victorian Government Gazette.
- 77.3 The Company will determine required crewing levels for the following public holidays:
- Good Friday;
  - Easter Saturday
  - Easter Sunday
  - Easter Monday
  - Christmas Day
  - Boxing Day
  - New Years' Day
- 77.4 The Company will confirm not less than three (3) months (or a shorter period by agreement with the employee) prior the number of Employees required per classification that will be required to work their rostered shift.
- 77.5 An Employee who has submitted an application to have the public holiday off with at least 3 months' notice will have their application approved by the Company. After the application has been approved, the application may only be varied by mutual agreement.
- 77.6 Payment for Employees who are required to work on a public holiday will be in accordance with clause 42.
- 77.7 The parties agree that the rostering of public holidays under this clause will not in any way reduce a Shift Worker's Annual Leave entitlement as prescribed under clause 66 of this Agreement.

## **SECTION SIX: WORK ARRANGEMENTS, AMENITIES & FACILITIES**

### **78 PROVISION OF TOOLS**

The Company shall provide and maintain Technicians, Tradesmen, Apprentices and Non-Tradespeople all tools required in the performance of their work.

### **79 FACILITIES**

The Company shall continue to provide facilities including the provision of lockers, drinking and boiling water, appropriate protective clothing, heating and cooling, ventilation and rest room facilities. Any disagreement regarding the adequacy of facilities shall be dealt with through the Consultative process and/or the Dispute Resolution procedures contained in the Agreement.

### **80 START AND FINISH LOCATIONS**

Commencing and finishing a shift at the work site, rather than the normal depot location, may present an opportunity to maximise efficiency. The Company, Employees and Unions agree that where it is operationally efficient to do so and where Employees will not be adversely affected, this will occur.

### **81 PERSONAL PROTECTIVE EQUIPMENT AND COMPANY ISSUED CLOTHING**

- 81.1 To ensure that safety standards and a business-like image is maintained, all field Employees are required to wear Company issued clothing whilst engaged at work.
- 81.2 Suitable Company issued protective clothing shall be supplied by the Company and will be replaced on a fair wear and tear basis upon satisfactory proof.
- 81.3 It is also a condition of employment that all Employees wear a high visibility safety vest at all times where required. It is also a requirement to wear all other appropriate safety clothing and protective equipment provided, whilst working in the business, and to ensure its proper care, maintenance and storage.
- 81.4 In the first instance, wherever suitable Australian-made clothing and equipment can be economically sourced, it shall be used in favour of articles manufactured outside of Australia.

## **SECTION SEVEN: OTHER BENEFITS**

### **82 FAMILY VIOLENCE (INC. FAMILY VIOLENCE LEAVE)**

82.1 The Company recognises that Employees sometimes face situations of violence or abuse in their personal life that may affect their attendance or performance at work. Therefore the Company is committed to providing support to Employees that experience family violence.

82.2 The Company accepts the definition of family violence as stipulated in the Family Violence Protection Act 2008 (*Vic*). The definition of family violence includes physical, sexual, financial, verbal or emotional abuse by a family member.

#### **82.3 General Measures**

- (a) Proof of family violence may be required and can be in the form of an agreed document issued by the Police Service, a Court, a Doctor, District Nurse, Maternal Health Care Nurse, a Family Violence Support Service or Lawyer.
- (b) All personal information concerning family violence will be kept confidential in line with the Company's policies and procedures and relevant legislation. No information will be kept on an Employee's personnel file without their permission.
- (c) Understanding the traumatic nature of family violence, the Company will support their Employee if they have difficulties performing their tasks at work. No adverse action will be taken against an Employee if their attendance or performance at work suffers as a result of experiencing family violence.

#### **82.4 Leave**

- (a) In addition to support provided as part of the Company's Employee Assistance Program (**EAP**) and policies, Employees may also be paid, at the Company's discretion, special leave up to twenty (20) days per year for medical appointments, legal proceedings or other activities related to family violence. Appropriate proof, in accordance with clause 82.3(a) will be required by the Company before granting paid special leave. An Employee experiencing family violence may raise the issue with their immediate manager or human resources, or other representative.
- (b) An Employee may apply for carers leave in accordance with clause 68.5 to support someone who is experiencing family violence. This may include accompanying the person to court, to hospital or to mind children.

#### **82.5 Individual Support**

- (a) In order to provide support to an Employee experiencing family violence and to provide a safe work environment to all Employees, the Company will approve any reasonable request from an Employee experiencing family violence for:
  - (i) changes to their span of hours or patterns of hours and/or shift patterns;
  - (ii) job re-design or changes to duties;
  - (iii) relocation to suitable employment within the Company;

- (iv) a change to their telephone number or email address to avoid harassing contact; or
  - (v) any other appropriate measure including those available under existing provisions for family friendly and flexible work arrangements.
- (b) An Employee experiencing family violence will be referred to the appropriate support services/agencies and/or other local resources.



### **83 HEALTH AND SAFETY REPRESENTATIVES TRAINING LEAVE**

- 83.1 An Employee elected as a Health and Safety Representative (**HSR**) shall be granted up to five (5) days paid leave to undergo introductory or refresher training in accordance with provisions in the Occupational Health and Safety Act 2004 (Vic).
- 83.2 The training should be undertaken as soon as practicable after appointment, having regard to the availability of course places and work requirements.
- 83.3 The granting of leave applies only to the first period of election.
- 83.4 Further training in health and safety, in such matters as specific hazard courses, safe working practices or to provide necessary emergency services should be undertaken as appropriate and at the Company's discretion as to timing.
- 83.5 Payment is not to be made for travelling time in addition to the leave granted.
- 83.6 Leave to attend courses is not to be debited against any leave.
- 83.7 Payment is to be as for a normal rostered shift and to include shift allowance, site disability allowance or any all-purpose allowance regularly paid but not for rostered overtime that would otherwise have been worked.
- 83.8 Payment is not to be made for incidental allowances such as dirt, heat, fumes allowances etc., as may be paid intermittently.
- 83.9 Where an Employee works shifts, attendance should be scheduled where practical to maintain the shift pattern and not exceed the normal number of shifts.

### **84 TRADE UNION TRAINING LEAVE**

- 84.1 An Employee who is an elected Union Delegate or equivalent workplace representative and who is nominated by his/her Union to attend accredited Trade Union Training courses may receive paid leave for such attendance.
- 84.2 Paid leave totalling no more than five (5) days in any calendar year may be granted, provided that the Employee can be released from his/her work.
- 84.3 The Union concerned shall provide the Company with the course accreditation number and title, dates and times on which the course will be presented and the course venue.
- 84.4 Payment will only be provided where a loss of ordinary time pay is involved.

### **85 TRAVEL PASSES**

- 85.1 The Company will provide the following to all Employees for the duration of their employment (only for use in Victoria):
  - (a) Employee Free Travel Authority;
  - (b) A first class rail pass for use by the Employee, spouse and eligible dependent whilst the Employee is on annual and/or long service leave;

- 85.2 An Interstate Rail Pass will be available for periods of five (5) days or more of annual leave to Employees who transferred from Hillside or Bayside Trains Corporation on 29 August 1999, under transmission of business.
- 85.3 An Interstate Rail Pass will be available for periods of five (5) days or more of annual leave to Employees who transferred from Thiess Infracore or National Express, under transmission of business, and were employed with Thiess Infracore or National Express prior.
- 85.4 From 1 July to 30 June each year, a pool of six (6) Interstate Rail Passes will be made available to Employees otherwise not entitled to an interstate rail pass in accordance with this clause. Nominations will be called in May, and if more than six (6) nominations received then a ballot will be held.
- 85.5 On retirement:
- (a) Intrastate Passes
    - (i) Entitlement - Employees are eligible for an intrastate pass, available for self, spouse and eligible dependents, for the period of the accrued annual leave, accrued public holidays, accrued thirty-eight (38) hour credits and long service leave due paid in lieu.
    - (ii) Separate Passes - A retiring Employee may be issued at their request separate intrastate passes for self and spouse subject to the Employee nominating on which pass (self or spouse) the dependent children (if any) are to be included.
  - (b) Interstate Free Travel Vouchers

Entitlement - Employees are eligible for an interstate free travel voucher for self, spouse and eligible dependents for the period representing accrued annual leave, accrued public holidays, accrued thirty eight (38) hour credits and an additional separate free travel voucher representing accrued long service leave subject to certain conditions.
  - (c) Deferment of Passes/ Interstate Travel Vouchers Due to Ill Health

On production of a medical certificate stating that the Employee is/was unable to use their intrastate pass/interstate free travel voucher due to ill health, entitlements may be deferred up to six (6) months.
- 85.6 Resignation:
- (a) Entitlement - Employees who resign are not eligible for retirement passes or interstate free travel vouchers except as may be provided for in redundancy/separation policies or those who have attained the age of fifty-four (54) years and eleven (11) months and are members of the Government defined benefits scheme. However Employees who resign after reaching the minimum retiring age are considered to have retired and may be eligible for an after retirement pass.

**85.7 After Retirement:**

- (a) Entitlement - A retired Employee and/or eligible dependents will be entitled to a Retired Employee Free Travel Authority (R.E.T.A.) and intersystem travel concession subject to certain conditions provided the Employee completed a minimum of twenty (20) years total continuous employment within the rail industry prior to retirement account of age or ill health or on death. The R.E.T.A. has the same travel availability as an interstate pass.
- (b) Employees who resign are not eligible for after retirement travel and other concessions except as may be provided for in redundancy/separation policies. However, Employees who resign after reaching the minimum retiring age are considered to have retired and may be eligible for after retirement entitlements.

**86 ACCIDENT PAY**

- 86.1 An Employee, who is in receipt of workers compensation payments, shall also receive payment from the Company of an amount equal to the difference between the workers compensation payment and the Employee's ordinary base rate of pay at the time of the injury for a maximum period of fifty-two (52) weeks.
- 86.2 An Employee on engagement shall be required to declare all workers compensation claims made by them and in the event of false or inaccurate information being deliberately and knowingly declared the Company may require the Employee to forfeit their entitlement to accident pay.
- 86.3 Accident pay shall not be paid where any period of other paid leave of absence has been granted.
- 86.4 The Company shall not dismiss any Employee by reason only of them being in receipt of accident pay.
- 86.5 An Employee off duty and in receipt of accident pay shall continue to receive payments of any acting in higher allowance being paid at the time of the injury for the full period that they would have continued to so act.
- 86.6 An Employee who has submitted a claim for workers compensation and is absent from duty for more than a week and where it is apparent there may be a delay in the assessment of their claim, may be paid sick leave (subject to the availability of credits) pending determination of the claim. On acceptance of a claim, sick leave used under this clause for the claim will be re-credited.

**87 SHOP STEWARD CLAUSE/ EMPLOYEE REPRESENTATIVES**

**87.1 Representation**

- (a) For the purposes of the Agreement "employee representative" means an Employee elected/appointed by one of the Unions in accordance with its rules as a Shop Steward ("Shop Stewards" or "union delegates") and selected by an Employee to represent the Employee, or such other representative that may be selected by an Employee to represent the Employee.

- (b) Shop Stewards and other employee representatives and Health and Safety Representatives shall be allowed all time reasonably necessary during working hours to attend to their roles as representatives under the Agreement.
- (c) Shop Stewards and other employee representatives shall consider the Companies business requirements in their dealing.

#### 87.2 Appointment of Shop Stewards and Employee Representatives

- (a) The Company, Employees and Unions recognise that Employees have the right and expectation of representation in relation to employment issues from genuine Shop Stewards or other employee representatives. The Company must not interfere in the selection by Employees of their Shop Steward or other employee representatives.
- (b) The Company recognises that Union members employed by the Company have a right to be represented by their Union, in the consultation and dispute resolution arrangements in the Agreement.

#### 87.3 Shop Stewards / Employee and Health and Safety Representatives

- (a) The Company, Employees and Unions recognise the important role of the Shop Stewards and other employee representatives and Health and Safety Representatives. The Shop Stewards and other employee representatives and Health and Safety Representatives have a key role in the early intervention in industrial disputes and Health and Safety issues under the Agreement.
- (b) Shop Stewards and other employee representatives shall have no role in determining which Employees work overtime or otherwise, however they may have a role in ensuring agreed overtime rosters are fairly and properly implemented.
- (c) Nothing in this clause requires or permits the provision of information about Employees to the Unions or to a member of one of the Unions acting in a representative capacity, officer, or employee of one of the Unions.

### 88 INCOME PROTECTION INSURANCE

- 88.1 Income Protection Insurance is optional. Eligibility for Income Protection Insurance in accordance with this clause is available to Employees who are eligible to be a member of the CEPU (Electrical Division - Victorian).
- 88.2 The Company shall provide Income Protection Insurance to those Employees who elect to take it up through Protect.
- 88.3 If an Employee elects to take up the option of Income Protection Insurance during the life of the Agreement then their wage will be reduced by the cost of the individual policy at the commencement of the coverage by the policy with deductions continuing for the life of the Agreement in accordance with policy payment schedules.

## SIGNATORIES

The Company, Employees and Unions are committed to the provisions contained herein.  
In witness thereof the Company and Unions hereto have duly executed this Enterprise Agreement.

This Enterprise Agreement is signed for and on behalf of  
Metro Trains Melbourne (MTM)

Name Jenny Kelman

Authority Executive Director - People

Address 700 Collins Street  
DOCKLANDS

Date 12/12/19

This Enterprise Agreement is signed for and on behalf of the  
Australian Manufacturing Workers Union (AMWU)

Name Tony Mavromatis

Authority State Secretary

Address 251 Queensberry St South Carlton

Date 19-12-19

This Enterprise Agreement is signed for and on behalf of the  
Australian Rail, Tram and Bus Industry Union (Victorian  
Branch) (RTBU)

Name Luba Grigorovitch  
Branch Secretary

Authority State Secretary

Address 365 Queen Street, Melbourne

Date 12/12/19

This Enterprise Agreement is signed for and on behalf of the  
Communications, Electrical, Electronic, Energy, Information,  
Postal, Plumbing and Allied Services Union of Australia (Electrical  
Services Division - Victoria) (CEPU)

Name Troy Gray

Authority State Secretary

Address 11, 200 Arden St. Nth Melb 3051

Date 19/12/19

This Enterprise Agreement is signed for and on behalf of the  
Association of Professional Engineers, Scientists and  
Managers, Australia (Professionals Australia)

Name WESLEY HAYES

Authority DIRECTOR

Address 152 Miller St West Melbourne

Date 16/12/2019

# **SCHEDULE A – STRUCTURE CLASSIFICATIONS**

Classifications covered by the Agreement under the C Structure – Trades and Non-Trades stream:

<b>Classification</b>	<b>Metal Award Classification</b>
<b>Team Leader (Equipment Examiner)</b>	<b>C5</b>
<b>Team Leader (STM)</b>	<b>C6</b>
<b>Equipment Examiner</b>	<b>C6</b>
<b>Suburban Train Maintainer 2 (Mechanical &amp; Electrical)</b>	<b>C7</b>
<b>Car Builder</b>	<b>C8</b>
<b>STM 2 Workshop</b>	<b>C8</b>
<b>Suburban Train Maintainer 1 (Mechanical &amp; Electrical)</b>	<b>C9</b>
<b>Fitter (underfloor wheel lathe)</b>	<b>C10</b>
<b>Tradesperson (New Start)</b>	<b>C10</b>
<b>Suburban Train Examiner (STE)</b>	<b>C11 a</b>
<b>Train Examiner 'A' (NDT)</b>	<b>C11 a</b>
<b>Train Examiner</b>	<b>C11</b>
<b>Storeman</b>	<b>C11</b>

<b>Equipment Examiners Assistant</b>	<b>C12 a</b>
<b>Wash Plant Operator</b>	<b>C12 a</b>
<b>Skilled Labourer</b>	<b>C12</b>
<b>Skilled Labourer (New Start)</b>	<b>C13</b>

*Note: Employees who have acquired the Certificate III in Terminal Train Driving and are performing train movements within maintenance depots will be at a minimum subject to the C10 Classification. Employees (as described) who carry a higher classification than C10 will be subject to the specified pay-points in Schedule B.*

**A.1 Progression to Suburban Train Maintainer 1 (Mechanical & Electrical)**

**A.1.1** An employee classified at the C10 level seeking progression to Suburban Train Maintainer 1 (STM 1) must undertake training which is underpinned by a competency based model.

**A.1.2** As part of their training, the employee must commit to the following:

- a) Complete their Work Book (provided by the Company's Training Department) when working on required tasks with a relevant qualified tradesperson or a qualified trainer;
- b) Sign off on the required tasks with the relevant qualified tradesperson or a qualified trainer to ensure that the task is authenticated;
- c) Conduct a self-assessment on the required tasks and record how much they understood from those tasks in their Work Book;
- d) When the employee has completed their Work Book and has indicated that they understand the full range of tasks required then they will be assessed in the Exam process which can take between 12 – 16 hours in total duration.
- e) The employee completing further training modules or computer based training units specific to the relevant fleet.

**A.1.3** Upon completion of the training, the Company's Training Department will then assess whether the Employee is deemed competent to progress to STM 1.

**A.1.4** The total duration of the training will generally be between 3 to 6 months. The Company must not allow the duration of the training to extend beyond 6 months unless the following has occurred:

- a) the Company's Training Department has deemed that the employee is not competent based on the assessment of the initial period of training and therefore further training is required; or
- b) the Employee has taken excessive period/s of leave (whether paid or unpaid) within the 6 month period which has adversely impacted on their ability to attend training and complete their Work Book in a timely manner; or
- c) the Employee has failed to make themselves available for training and to complete their Work Book in a timely manner which has not allowed the Company's Training Department to assess the employee as competent within the 6 month period.

**A.1.5** Effective date of payment of STM 1 rate of pay

- a) An employee that is deemed competent to progress to STM 1 following the assessment by the Company's Training Department will move to the C9 rate of pay.
- b) If the assessment described under clause A.1.3 takes place after the Employee's three month anniversary and this is not due to any of the reasons outlined under A.1.4, then upon being deemed competent the Employee will be backpaid the C9 rate of pay effective from the first full pay period on or after the Employee's three month anniversary date.
- c) For the purposes of this clause, the Employee's three month anniversary date shall be three months from the date that the Employee commenced working at the C10 rate of pay.



- A.2 Progression to C8 STM 2 - Workshop (Mechanical & Electrical)**
- A.2.1 An employee classified Suburban Train Maintainer 1 (STM 1) seeking progression to C8 STM 2 - Workshop must undertake further training which is underpinned by a competency based model.
- A.2.2 Upon completion of the training, the Company's Training Department will then assess whether the Employee is deemed competent to progress to C8 STM 2 – Workshop.
- A.2.3 Where an employee has successfully completed training modules relevant to the C8 classification level, they shall progress to the rate of pay for C8 – STM 2 Workshop.
- A.3 Progression to Suburban Train Maintainer 2 (Mechanical & Electrical)**
- A.3.1 An employee classified Suburban Train Maintainer 1 (STM 1), or STM 2 – Workshop, seeking progression to Suburban Train Maintainer 2 (STM 2) must undertake further training which is underpinned by a competency based model.
- A.3.2 As part of their training, the employee must:
- a) gain further knowledge about the function of different equipment and how it interacts with various train systems;
  - b) learn about different train systems and the maintenance thereof via classroom sessions with theory and practical assessments; and
  - c) complete a practical assessment to work in the yard with other STM 2 employees.
- A.3.3 Upon completion of the training, the Company's Training Department will then assess whether the Employee is deemed competent to progress to STM 2.
- A.3.4 The total duration of the training will generally be between 9 to 12 months. The Company must not allow the duration of the training to extend beyond 12 months unless the following has occurred:
- a) the Company's Training Department has deemed that the employee is not competent based on the assessment of the initial period of training and therefore further training is required; or
  - b) the Employee has taken excessive period/s of leave (whether paid or unpaid) within the 12 month period which has adversely impacted on their ability to attend training and complete their Work Book in a timely manner; or
  - c) the Employee has failed to make themselves available for training which has not allowed the Company's Training Department to assess the employee as competent within the 12 month period.

A.3.5 Effective date of payment of STM 2 rate of pay

- a) An employee that is deemed competent to progress to STM 2 following the assessment by the Company's Training Department will move to the C7 rate of pay.
- b) If the assessment described under clause A.3.3 takes place later than nine months after the employee has been classified as STM 1 and this is not due to any of the reasons outlined under A.3.4, then upon being deemed competent the Employee will be backpaid the C7 rate of pay effective from the first full pay period on or after the Employee's nine month anniversary date.
- c) For the purposes of this clause, the Employee's nine month anniversary date shall be nine months from the date that the Employee commenced working at the C9 rate of pay.

Classifications covered by the Agreement under the C Structure – Trades and Non-Trades stream:

<b>Classification</b>	<b>Metal Award Classification</b>
Technical Officer Senior CI 2 Div 1-2	C3
Technical Officer Senior CI 1 Div 1-2	C4
Technical Officer CI 2 Div 1-3	C5
Technical Officer CI 1 Div 7-8	C6
Technical Officer CI 1 Div 5-6	C7
Technical Officer CI 1 Div 3-4	C8
Technical Officer CI 1 Div 1-2	C9

# SCHEDULE B – RATES OF PAY

Pay	Pay Code	Current	Jul-19		Jan-20		Jul-20		Jan-21		Jul-21		Jan-22		Jul-22		Jan-23		
Code	Description	Hourly	Annual	2.5%	Annual	Hourly	Annual	1.0%	Hourly	Annual	2.5%	Annual	1.0%	Hourly	Annual	2.5%	Annual		
			Administration																
Z11	CLERKCLASS 1 DIV.1.		\$33,1114	\$65,651.46	\$33,9392	\$67,292.78	\$34,2786	\$67,965.72	\$35,1356	\$68,664.84	\$35,4870	\$70,381.67	\$36,3742	\$72,120.76	\$36,7379	\$72,841.89	\$37,6563	\$74,662.84	
Z12	CLERKCLASS 1 DIV.2.		\$34,4340	\$68,273.84	\$35,2849	\$69,980.79	\$35,6478	\$70,680.50	\$36,5390	\$72,447.52	\$36,9044	\$73,172.01	\$37,8270	\$75,001.30	\$38,2053	\$75,751.37	\$39,1604	\$77,646.09	
Z13	CLERKCLASS 1 DIV.3.		\$35,7612	\$70,905.34	\$36,6552	\$72,677.91	\$37,0218	\$73,004.79	\$37,9473	\$75,239.82	\$38,3268	\$75,992.27	\$39,2850	\$77,892.14	\$39,6779	\$78,671.16	\$40,6698	\$80,637.84	
Z14	CLERKCLASS 1 DIV.4.		\$37,0802	\$73,520.58	\$38,0072	\$75,358.59	\$38,3873	\$76,112.23	\$39,3470	\$78,015.07	\$39,7405	\$78,795.28	\$40,7340	\$80,765.13	\$41,1413	\$81,572.71	\$42,1698	\$83,611.96	
Z15	CLERKCLASS 1 DIV.5.		\$37,9944	\$75,333.21	\$38,9443	\$77,216.62	\$39,3337	\$77,988.70	\$40,3170	\$79,938.33	\$40,7202	\$80,737.77	\$41,7382	\$82,756.21	\$42,1556	\$83,583.81	\$43,2095	\$85,673.42	
ZAY	CLERKCLASS 2 DIV.1.		\$39,0282	\$77,392.97	\$40,0039	\$79,317.53	\$40,4039	\$80,110.63	\$41,4140	\$82,113.40	\$41,8281	\$82,834.46	\$42,8738	\$85,007.81	\$43,3025	\$86,857.82	\$44,3851	\$88,004.34	
ZAZ	CLERKCLASS 2 DIV.2.		\$40,0044	\$79,318.52	\$41,0045	\$81,301.47	\$41,4145	\$82,114.39	\$42,4499	\$84,167.33	\$42,8749	\$85,090.00	\$43,9463	\$87,134.31	\$44,3858	\$88,005.72	\$45,4954	\$90,206.78	
ZBA	CLERKCLASS 3 DIV.1.		\$41,2576	\$81,803.30	\$42,2890	\$83,848.38	\$42,7119	\$84,986.81	\$43,7787	\$86,803.98	\$44,2175	\$87,072.03	\$45,3229	\$89,863.75	\$45,7761	\$90,762.33	\$46,9205	\$93,031.39	
ZBC	CLERKCLASS 3 DIV.2.		\$42,2640	\$83,798.73	\$43,3206	\$85,893.70	\$43,7538	\$86,752.63	\$44,8476	\$88,921.35	\$45,2961	\$89,110.62	\$46,4295	\$92,055.88	\$46,8928	\$92,976.46	\$48,0651	\$95,306.84	
ZBD	CLERKCLASS 3 DIV.3.		\$42,6153	\$84,456.27	\$43,6807	\$86,607.69	\$44,1175	\$87,473.75	\$45,2204	\$89,660.52	\$45,6726	\$90,557.12	\$46,8144	\$92,821.02	\$47,2825	\$93,749.14	\$48,4646	\$96,092.94	
Z41	CLERKCLASS 4 DIV.1.		\$43,5879	\$86,423.69	\$44,6776	\$88,594.29	\$45,1244	\$89,470.18	\$46,2525	\$91,706.91	\$46,7150	\$92,623.93	\$47,8829	\$94,939.58	\$48,3917	\$95,888.92	\$49,5707	\$98,286.06	
Z42	CLERKCLASS 4 DIV.2.		\$44,6178	\$88,465.72	\$45,7332	\$90,677.27	\$46,1905	\$91,583.98	\$47,3453	\$93,873.66	\$47,8188	\$94,812.49	\$49,0143	\$97,182.86	\$49,5044	\$98,154.60	\$50,7420	\$100,608.45	
ZB5	CLERKCLASS 5 DIV.1.		\$46,0949	\$91,394.43	\$47,2473	\$93,679.35	\$47,7188	\$94,616.19	\$48,9128	\$96,981.61	\$49,4019	\$97,851.37	\$50,6369	\$100,400.06	\$51,1433	\$101,404.12	\$52,4219	\$103,938.26	
ZB1	CLERKCLASS 5 DIV.2.		\$47,1233	\$93,433.49	\$48,3014	\$95,769.36	\$48,7844	\$96,727.03	\$50,0040	\$99,145.18	\$50,5940	\$100,136.55	\$51,7666	\$102,639.97	\$52,2843	\$103,666.43	\$53,5914	\$106,258.08	
ZBK	CLERKCLASS 6 DIV.1.		\$48,6046	\$96,370.53	\$49,8197	\$98,779.76	\$50,3179	\$99,767.56	\$51,5758	\$102,261.66	\$52,0916	\$103,284.36	\$53,3939	\$105,866.49	\$53,9278	\$106,925.08	\$55,2790	\$109,586.21	
ZCB	CLERKCLASS 6 DIV.2.		\$49,6366	\$98,416.72	\$50,8775	\$100,877.11	\$51,3863	\$101,885.93	\$52,6710	\$104,433.16	\$53,1977	\$105,477.47	\$54,5276	\$108,114.33	\$55,0729	\$109,195.52	\$56,4497	\$111,925.36	
Senior Officer																			
ZKA	SENIOR OFFICER DIV.01		\$100,634.62	\$51,2628	\$101,841.06	\$52,5444	\$104,182.15	\$53,0888	\$105,223.88	\$54,3965	\$107,854.39	\$54,9405	\$108,833.00	\$56,3140	\$111,656.30	\$56,8771	\$112,772.79	\$58,2990	\$115,962.05
ZKB	SENIOR OFFICER DIV.01		\$101,596.05	\$51,7526	\$102,612.01	\$53,0463	\$105,177.29	\$53,5768	\$106,229.13	\$54,9162	\$108,884.82	\$55,4654	\$109,973.74	\$56,8520	\$112,723.02	\$57,4205	\$113,850.21	\$58,8560	\$116,686.44
ZKC	SENIOR OFFICER DIV.02		\$103,833.18	\$52,8821	\$104,871.55	\$54,2144	\$107,483.33	\$54,7565	\$108,568.13	\$56,1254	\$111,262.36	\$56,6867	\$112,385.27	\$58,1039	\$115,205.22	\$58,6948	\$116,357.19	\$60,1520	\$119,268.08
ZKD	SENIOR OFFICER DIV.03		\$107,022.63	\$54,5168	\$108,092.91	\$55,8797	\$110,795.20	\$56,4395	\$111,903.15	\$57,8495	\$114,700.81	\$58,4280	\$115,847.82	\$59,8887	\$118,744.02	\$60,4876	\$119,931.49	\$61,9988	\$122,928.79
ZKE	SENIOR OFFICER DIV.04		\$110,199.18	\$56,1349	\$111,301.19	\$57,5383	\$114,083.78	\$58,1137	\$115,224.65	\$59,5665	\$118,105.18	\$60,1622	\$119,386.30	\$61,6663	\$122,268.55	\$62,2830	\$123,491.31	\$63,8401	\$126,576.64
ZKF	SENIOR OFFICER DIV.05		\$113,383.27	\$57,7569	\$114,517.20	\$59,2008	\$117,380.09	\$59,7928	\$118,553.88	\$61,2876	\$121,517.68	\$61,9005	\$122,732.91	\$63,4480	\$125,801.20	\$64,0825	\$127,059.26	\$65,6846	\$130,235.81
ZIH	SENIOR OFFICER DIV.06		\$117,680.08	\$59,9456	\$118,856.84	\$61,4442	\$121,828.18	\$62,0586	\$123,046.38	\$63,6101	\$126,122.61	\$64,2462	\$127,483.83	\$65,8524	\$130,568.52	\$66,5108	\$131,874.15	\$68,1737	\$135,171.06
ZKG	SENIOR OFFICER DIV.07		\$119,768.70	\$61,0086	\$120,966.48	\$62,5348	\$123,990.56	\$63,1601	\$125,230.37	\$64,7391	\$128,361.13	\$65,3865	\$129,644.76	\$67,0212	\$132,885.95	\$67,6914	\$134,214.78	\$69,3837	\$137,570.18
ZKH	SENIOR OFFICER DIV.08		\$122,950.81	\$62,6306	\$124,180.31	\$64,1963	\$127,284.89	\$64,8383	\$128,537.82	\$66,4593	\$131,771.84	\$67,1239	\$133,088.58	\$68,8020	\$136,416.82	\$69,4900	\$137,780.95	\$71,2273	\$141,225.57
ZKI	SENIOR OFFICER DIV.09		\$126,141.25	\$64,2557	\$127,402.67	\$65,8621	\$130,597.75	\$66,5207	\$131,893.59	\$68,1837	\$135,190.89	\$68,8655	\$136,542.73	\$70,5871	\$139,956.22	\$71,2930	\$141,355.84	\$73,0753	\$144,886.69
ZKJ	SENIOR OFFICER DIV.10		\$129,335.05	\$65,8626	\$130,628.40	\$67,5297	\$133,894.18	\$68,2050	\$135,233.12	\$69,9101	\$138,613.90	\$70,6092	\$140,000.04	\$72,3744	\$143,499.98	\$73,0881	\$144,934.89	\$74,9256	\$148,558.36
ZKK	SENIOR OFFICER DIV.11		\$132,512.60	\$67,5012	\$133,837.67	\$69,1887	\$137,183.55	\$69,8806	\$138,555.41	\$71,6276	\$142,019.27	\$72,3439	\$143,439.51	\$74,1525	\$147,025.50	\$74,8940	\$148,495.70	\$76,7664	\$152,208.20
ZKL	SENIOR OFFICER DIV.12		\$135,699.27	\$69,1245	\$137,056.26	\$70,8526	\$140,482.64	\$71,5611	\$141,887.41	\$73,3501	\$145,434.54	\$74,0936	\$146,888.89	\$75,9357	\$150,561.13	\$76,6951	\$152,066.83	\$78,6125	\$155,885.54
ZKM	SENIOR OFFICER DIV.13		\$138,902.59	\$70,7563	\$140,291.70	\$72,5252	\$143,798.98	\$73,2505	\$145,237.02	\$75,0818	\$148,868.06	\$75,8326	\$150,356.71	\$77,7284	\$154,115.60	\$78,5057	\$155,696.78	\$80,4683	\$159,548.12
ZKN	SENIOR OFFICER DIV.14		\$142,092.63	\$72,3812	\$143,513.46	\$74,1907	\$147,101.24	\$74,9326	\$148,572.64	\$76,8059	\$152,269.51	\$77,5740	\$153,809.46	\$79,5154	\$157,654.80	\$80,3095	\$159,231.28	\$82,3162	\$163,212.03
ZKO	SENIOR OFFICER DIV.15		\$145,270.57	\$74,0001	\$146,723.33	\$75,8501	\$150,391.41	\$76,6086	\$151,985.32	\$78,5238	\$155,692.87	\$79,3090	\$157,249.52	\$81,2917	\$161,180.71	\$82,1046	\$162,792.49	\$84,1572	\$166,865.27
ZKP	SENIOR OFFICER DIV.16		\$148,454.86	\$75,6221	\$149,939.34	\$77,5127	\$153,687.92	\$78,2878	\$155,224.74	\$80,2450	\$159,106.37	\$81,0475	\$160,696.93	\$83,0737	\$164,713.96	\$83,9044	\$166,361.03	\$86,0020	\$170,520.04
ZKQ	SENIOR OFFICER DIV.17		\$151,641.13	\$77,2452	\$153,157.53	\$79,1763	\$156,986.41	\$79,9681	\$158,556.35	\$81,9673	\$162,520.25	\$82,7970	\$164,145.51	\$84,8567	\$168,240.20	\$85,7053	\$169,931.76	\$87,8479	\$174,179.98
ZKR	SENIOR OFFICER DIV.18		\$154,835.33	\$78,8723	\$156,383.66	\$80,8441	\$160,283.42	\$81,6525	\$161,996.09	\$83,6938	\$165,943.46	\$84,5307	\$167,602.82	\$86,6440	\$171,792.96	\$87,5104	\$173,510.81	\$89,6992	\$177,846.66
ZKS	SENIOR OFFICER DIV.19		\$158,028.54	\$80,4989	\$159,608.79	\$82,5114	\$163,599.07	\$83,3965	\$165,235.03	\$85,4199	\$169,365.88	\$86,2741	\$171,059.54	\$88,4310	\$175,336.12	\$89,3153	\$177,089.46	\$91,5482	\$181,516.74
ZKS	SENIOR OFFICER DIV.20		\$161,208.47	\$82,1188	\$162,820.64	\$84,1718	\$166,891.22	\$85,0195	\$168,560.09	\$87,1388	\$172,774.02	\$88,0102	\$174,501.78	\$90,2105	\$178,864.42	\$91,1126	\$180,653.05	\$93,3904	\$185,169.35

Pay	Current	Jan-20		Jul-20		Jan-21		Jul-22		Jan-23					
Code	Description	Hourly	Annual	10%	Hourly	Annual	2.5%	Hourly	Annual	1.0%	Hourly	Annual	2.5%	Hourly	Annual
Foreman Artisan															
ZFA	FOREMAN ARTISAN C1 D1	\$40,7126	\$80,722.70	\$41,1197	\$81,528.88	\$42,1477	\$83,588.14	\$42,5692	\$84,403.87	\$43,6334	\$86,513.91	\$44,0897	\$87,378.98	\$45,1714	\$89,583.37
ZFB	FOREMAN ARTISAN C1 D2	\$43,4772	\$86,204.20	\$43,9120	\$87,066.30	\$45,0098	\$89,242.96	\$45,4599	\$90,135.39	\$46,5984	\$92,388.78	\$47,0624	\$93,312.74	\$48,2380	\$95,645.64
ZFC	FOREMAN ARTISAN C2 D1	\$44,4678	\$88,188.31	\$44,9125	\$89,050.03	\$46,0353	\$91,276.26	\$46,4957	\$92,188.12	\$47,6581	\$94,483.98	\$48,1347	\$95,438.84	\$49,3981	\$97,824.87
ZFD	FOREMAN ARTISAN C2 D2	\$45,3515	\$90,920.46	\$45,8050	\$90,919.63	\$46,9501	\$93,090.08	\$47,4196	\$94,020.97	\$48,6051	\$96,371.52	\$49,0912	\$97,335.33	\$50,3185	\$99,768.75
ZFE	FOREMAN ARTISAN C3 D1	\$47,2504	\$93,685.49	\$47,7229	\$94,622.34	\$48,9160	\$96,987.95	\$49,4052	\$97,957.91	\$50,6403	\$100,406.80	\$51,1467	\$101,410.86	\$52,4254	\$103,946.20
ZFF	FOREMAN ARTISAN C3 D2	\$48,1446	\$97,441.21	\$49,0360	\$98,415.53	\$50,8769	\$100,875.92	\$51,3857	\$101,884.74	\$52,6703	\$104,433.16	\$53,1977	\$105,477.47	\$54,5276	\$108,114.33
ZDG	FOREMAN ARTISAN C3 D2	\$48,1461	\$97,442.20	\$49,0366	\$98,416.72	\$50,8775	\$100,877.11	\$51,3863	\$101,885.93	\$52,6710	\$104,433.16	\$53,1977	\$105,477.47	\$54,5276	\$108,114.33
ZFG	FOREMAN ARTISAN C4 D1	\$52,3681	\$103,832.59	\$52,8918	\$104,870.95	\$54,2141	\$107,492.74	\$54,7882	\$108,567.58	\$56,1251	\$111,281.76	\$56,6884	\$112,394.68	\$58,1036	\$115,204.82
ZDJ	FOREMAN ARTISAN C4 D2	\$53,9770	\$107,022.63	\$54,5168	\$108,092.91	\$55,8797	\$110,795.20	\$56,4385	\$111,903.15	\$57,8495	\$114,700.81	\$58,4208	\$115,847.82	\$59,8887	\$118,744.02
ZDH	FOREMAN ARTISAN C5 D1	\$57,1853	\$113,383.87	\$57,7572	\$114,517.80	\$59,2011	\$117,380.69	\$59,7831	\$118,554.47	\$61,2879	\$121,518.28	\$61,9008	\$122,733.50	\$63,4483	\$126,801.80
ZFI	FOREMAN ARTISAN C5 D2	\$58,7947	\$116,574.90	\$59,3826	\$117,740.55	\$60,8672	\$120,684.14	\$61,4759	\$121,891.03	\$63,0128	\$124,938.31	\$63,6429	\$126,187.64	\$65,2340	\$129,342.39
ZFJ	FOREMAN ARTISAN C5 D3	\$60,4055	\$119,768.70	\$61,0096	\$120,966.48	\$62,5348	\$123,990.56	\$63,1601	\$125,230.37	\$64,7391	\$128,391.13	\$65,3865	\$129,644.76	\$67,0212	\$132,885.95
ZTD	FOREMAN SUPERVISOR C2 D2	\$37,8828	\$75,290.72	\$38,3323	\$76,003.18	\$39,2306	\$77,903.24	\$39,8835	\$78,682.26	\$40,6796	\$80,649.34	\$41,0824	\$81,455.92	\$42,1095	\$83,492.40
ZRA	PRODUCTION CO-ORDINATOR	\$61,5304	\$121,999.09	\$62,1457	\$123,210.08	\$63,6993	\$126,299.47	\$64,3363	\$127,562.48	\$65,9447	\$130,751.52	\$66,6041	\$132,058.95	\$68,2692	\$135,390.41
ZRB	PRODUCTION CO-ORDINATOR MAINT	\$58,6008	\$116,190.44	\$59,1888	\$117,352.33	\$60,6595	\$120,286.20	\$61,2732	\$121,468.13	\$62,8050	\$124,526.30	\$63,4331	\$125,771.66	\$65,0189	\$128,915.90
ZHH	PENALTY LIMITATIONS	\$49,0410	\$97,235.80	\$49,5314	\$98,208.14	\$50,7697	\$100,663.37	\$51,2774	\$101,670.01	\$52,5593	\$104,211.69	\$53,0849	\$105,253.82	\$54,4120	\$107,895.12
ZIG	PENALTY LIMITATION PROF	\$63,0983	\$125,107.84	\$63,7293	\$128,358.95	\$65,3225	\$129,517.86	\$65,9757	\$130,812.99	\$67,6251	\$134,083.33	\$68,3014	\$135,424.26	\$70,0089	\$138,869.80
Technical Officer															
ZOA	TECH OFFR CL 1 DV 1	\$37,4093	\$74,155.28	\$37,7743	\$74,896.80	\$38,7187	\$76,769.31	\$39,1059	\$77,537.03	\$40,0835	\$79,475.36	\$40,4843	\$80,270.04	\$41,4664	\$82,276.78
ZOB	TECH OFFR CL 1 DV 2	\$38,4101	\$76,157.43	\$38,7942	\$76,919.01	\$39,7641	\$78,842.07	\$40,1617	\$79,630.41	\$41,1657	\$81,621.09	\$41,5774	\$82,437.38	\$42,6168	\$84,498.25
ZOL	TECH OFFR CL 1 DV 3	\$39,4189	\$78,157.63	\$39,8131	\$78,939.22	\$40,8084	\$80,912.65	\$41,2165	\$81,721.81	\$42,2469	\$83,764.83	\$42,6694	\$84,602.64	\$43,7361	\$86,717.53
ZOC	TECH OFFR CL 1 DV 4	\$40,4271	\$80,156.63	\$40,8314	\$80,955.25	\$41,8522	\$82,982.24	\$42,2707	\$83,812.02	\$43,3275	\$85,907.38	\$43,7608	\$86,766.51	\$44,8648	\$88,935.63
ZOD	TECH OFFR CL 1 DV 5	\$41,4488	\$82,182.40	\$41,8633	\$83,004.25	\$42,9099	\$85,079.39	\$43,3390	\$85,930.19	\$44,4225	\$86,078.49	\$44,8687	\$88,959.23	\$45,9884	\$91,183.27
ZOE	TECH OFFR CL 1 DV 6	\$42,5086	\$84,283.71	\$42,9337	\$85,126.58	\$44,0070	\$87,254.66	\$44,4471	\$88,127.27	\$45,5583	\$90,330.49	\$46,0139	\$91,233.83	\$47,1642	\$93,514.58
ZOG	TECH OFFR CL 1 DV 7	\$43,5905	\$86,409.02	\$44,0163	\$87,273.10	\$45,1167	\$89,454.91	\$45,5679	\$90,349.53	\$46,7071	\$92,608.27	\$47,1742	\$93,534.41	\$48,3536	\$95,872.86
ZOH	TECH OFFR CL 1 DV 8	\$44,6470	\$88,523.82	\$45,0835	\$89,408.91	\$46,2208	\$91,644.06	\$46,6830	\$92,500.48	\$47,8501	\$94,874.55	\$48,3286	\$95,825.29	\$49,5368	\$98,218.84
ZOI	TECH OFFR CL 2 DV 1	\$45,7983	\$90,727.04	\$46,2159	\$91,634.34	\$47,3713	\$93,925.21	\$47,8450	\$94,864.43	\$49,0411	\$97,236.00	\$49,5315	\$98,208.33	\$50,7698	\$100,663.57
ZOJ	TECH OFFR CL 2 DV 2	\$46,8981	\$92,996.97	\$47,3671	\$93,916.88	\$48,5513	\$96,264.85	\$49,0366	\$97,227.47	\$50,2627	\$99,658.12	\$50,7653	\$100,654.64	\$52,0344	\$103,170.95
ZOK	TECH OFFR CL 2 DV 3	\$48,0273	\$95,225.89	\$48,5078	\$96,176.20	\$49,7203	\$98,582.88	\$50,2175	\$99,568.50	\$51,4729	\$102,057.84	\$51,9878	\$103,076.15	\$53,2873	\$105,655.13
Senior Technical Officer															
ZPA	TECHNICAL OFF. SNR C1 D1	\$49,3130	\$97,775.10	\$49,8061	\$98,752.80	\$51,0513	\$101,221.71	\$51,5616	\$102,233.90	\$52,8508	\$104,789.66	\$53,3793	\$105,837.54	\$54,7138	\$108,483.51
ZPB	TECHNICAL OFF. SNR C1 D2	\$50,6000	\$100,326.90	\$51,1060	\$101,330.17	\$52,3837	\$103,863.52	\$52,9075	\$104,902.08	\$54,2302	\$107,524.66	\$54,7725	\$108,599.90	\$56,1418	\$111,314.87
ZPC	TECHNICAL OFF. SNR C1 D3	\$51,8622	\$102,869.17	\$52,4010	\$103,897.82	\$53,7110	\$106,495.22	\$54,2481	\$107,560.15	\$55,6043	\$110,249.15	\$56,1603	\$111,351.55	\$57,5643	\$114,135.33
ZPD	TECHNICAL OFF. SNR C2 D1	\$53,2709	\$106,622.61	\$53,8036	\$106,676.82	\$55,1487	\$109,345.81	\$55,7002	\$110,439.29	\$57,0927	\$113,200.27	\$57,6636	\$114,332.21	\$59,1052	\$117,180.54
ZPH	TECHNICAL OFF. SNR C2 D2	\$54,6526	\$108,382.00	\$55,2092	\$108,465.77	\$56,5894	\$112,202.35	\$57,1553	\$113,324.39	\$58,5842	\$116,157.53	\$59,1700	\$117,319.02	\$60,6493	\$120,252.10
ZPI	TECHNICAL OFF. SNR C2 D3	\$56,5595	\$112,198.58	\$57,1534	\$113,320.62	\$58,5822	\$116,153.56	\$59,1680	\$117,316.06	\$60,6472	\$120,247.89	\$61,2537	\$121,450.47	\$62,7860	\$124,486.64
ZPK	TECHNICAL OFF. SNR C3 D1	\$56,6116	\$112,246.37	\$57,1616	\$113,350.40	\$58,5872	\$116,153.56	\$59,1680	\$117,316.06	\$60,6472	\$120,247.89	\$61,2537	\$121,450.47	\$62,7860	\$124,486.64
ZPL	TECHNICAL OFF. SNR C3 D2	\$57,5539	\$114,075.05	\$58,1092	\$115,216.73	\$59,5519	\$118,086.06	\$60,1575	\$119,278.98	\$61,6614	\$122,258.83	\$62,2780	\$123,481.39	\$63,8350	\$126,568.53
ZOA	TECHNICAL OFF. SNR C3 D2	\$59,0098	\$117,001.39	\$59,5899	\$118,171.40	\$61,0899	\$121,125.69	\$61,7008	\$122,336.95	\$63,2543	\$125,395.34	\$63,9757	\$126,649.22	\$65,4726	\$129,815.47

Pay	Pay Code	Description	Current		Jul-18		Jan-20		Jul-20		Jan-21		Jul-21		Jan-22		Jul-22		Jan-23	
			Hourly	Annual	10%	2.5%	Hourly	Annual	10%	2.5%	Hourly	Annual	10%	2.5%	Hourly	Annual	10%	2.5%	Hourly	Annual
Code	Professional Engineer																			
ZG1	PROF. ENG. GRADUATE C1 Y1	\$39.0200	\$77,368.71	\$39.4102	\$78,140.38	\$40.3955	\$80,093.98	\$40.7995	\$80,895.00	\$41.8195	\$82,917.40	\$42.2377	\$83,748.59	\$43.2936	\$85,840.17	\$43.7265	\$86,688.50	\$44.8197	\$88,885.04	
ZG2	PROF. ENG. GRADUATE C1 Y2	\$41.3202	\$81,927.42	\$41.7334	\$82,746.69	\$42.7767	\$84,815.29	\$43.2424	\$85,631.51	\$44.2846	\$87,805.07	\$44.7274	\$88,683.03	\$45.8456	\$90,900.13	\$46.3041	\$91,809.22	\$47.4617	\$94,104.45	
ZG3	PROF. ENG. GRADUATE C1 Y3	\$44.0266	\$87,291.54	\$44.4659	\$88,164.54	\$45.5715	\$90,368.56	\$46.0333	\$91,272.30	\$47.1841	\$93,588.04	\$47.6559	\$94,489.50	\$48.8473	\$96,951.74	\$49.3358	\$97,880.31	\$50.5662	\$100,265.83	
ZG4	PROF. ENG. GRADUATE C1 Y4	\$47.1344	\$93,455.50	\$47.6057	\$94,388.96	\$48.7958	\$96,748.63	\$49.2638	\$97,717.21	\$50.5159	\$100,160.15	\$51.0211	\$101,161.83	\$52.2986	\$103,680.82	\$52.8166	\$104,727.80	\$54.1401	\$107,346.01	
ZXP	PROF. ENG. EXPERIENCED C1	\$50.2476	\$99,628.18	\$50.7501	\$100,624.51	\$52.0189	\$103,140.21	\$52.5391	\$104,171.64	\$53.8526	\$106,775.97	\$54.3911	\$107,843.68	\$55.7509	\$110,538.82	\$56.3084	\$111,645.20	\$57.7161	\$121,436.31	
ZN1	PROF. ENGINEER C2 YR 1	\$53.1535	\$105,388.84	\$53.6850	\$106,443.67	\$55.0271	\$109,104.71	\$55.5774	\$110,195.81	\$56.9688	\$112,950.64	\$57.5365	\$114,080.21	\$58.9749	\$116,832.19	\$59.5946	\$118,101.41	\$61.0537	\$121,055.92	
ZNB	PROF. ENGINEER C2 YR 2	\$54.9384	\$108,928.84	\$55.4878	\$110,018.16	\$56.8750	\$112,768.62	\$57.4438	\$113,896.41	\$58.8799	\$116,743.83	\$59.4687	\$117,911.27	\$60.9554	\$120,859.01	\$61.5650	\$122,067.70	\$63.1041	\$125,118.34	
ZNC	PROF. ENGINEER C2 YR 3	\$56.7251	\$112,471.41	\$57.2924	\$113,596.22	\$58.7247	\$116,436.11	\$59.3119	\$117,600.37	\$60.7947	\$120,540.39	\$61.4026	\$121,745.70	\$62.9377	\$124,789.41	\$63.5671	\$126,037.35	\$65.1563	\$129,188.33	
ZNE	PROF. ENGINEER C2 YR 4	\$58.5122	\$116,014.77	\$59.0973	\$117,174.88	\$60.5747	\$120,104.18	\$61.1804	\$121,305.13	\$62.7099	\$124,337.74	\$63.3370	\$125,581.12	\$64.9204	\$128,720.60	\$65.5696	\$130,007.80	\$67.2088	\$133,257.91	
ZNF	PROF. ENGINEER C3 YR 1	\$61.5322	\$122,002.66	\$62.1475	\$123,222.64	\$63.7012	\$126,303.24	\$64.3382	\$127,566.24	\$65.9467	\$130,755.49	\$66.6062	\$132,063.11	\$68.2714	\$135,364.78	\$68.9541	\$136,718.40	\$70.6780	\$140,136.45	
ZNG	PROF. ENGINEER C3 YR 2	\$63.6348	\$126,171.58	\$64.2711	\$127,433.20	\$65.8779	\$130,619.08	\$66.5367	\$131,925.31	\$68.2001	\$135,223.41	\$68.8921	\$136,575.64	\$70.6042	\$139,890.12	\$71.3102	\$141,389.04	\$73.0930	\$144,924.78	
ZNI	PROF. ENGINEER C3 YR 3	\$65.7427	\$130,351.01	\$66.4001	\$131,654.47	\$68.0601	\$134,945.82	\$68.7407	\$136,295.28	\$70.4592	\$139,702.63	\$71.1638	\$141,099.67	\$72.9429	\$144,627.17	\$73.6723	\$146,073.38	\$75.5141	\$149,752.46	
ZNA	PROF. ENGINEER C3 YR 4	\$67.8460	\$134,527.27	\$68.5275	\$135,872.56	\$70.2401	\$139,269.40	\$70.9431	\$140,682.08	\$72.7167	\$144,178.67	\$73.4349	\$145,620.53	\$75.2800	\$149,261.04	\$76.0328	\$150,753.65	\$77.9336	\$154,522.46	
ZND	PROF. ENGINEER C4 YR 3	\$75.8951	\$150,480.63	\$76.6541	\$151,985.53	\$78.5705	\$155,785.27	\$79.3552	\$157,343.11	\$81.3401	\$161,276.68	\$82.1535	\$162,888.44	\$84.2073	\$168,961.60	\$85.0494	\$169,631.27	\$87.1796	\$172,846.99	
ZNJ	PROF. ENGINEER C4 YR 1	\$70.9129	\$140,602.20	\$71.6220	\$142,008.16	\$73.4126	\$145,558.47	\$74.1467	\$147,014.00	\$76.0004	\$150,689.41	\$76.7604	\$152,196.30	\$78.6794	\$156,001.19	\$79.4652	\$157,561.21	\$81.4529	\$161,500.33	
ZNK	PROF. ENGINEER C4 YR 2	\$73.0955	\$144,929.74	\$73.8265	\$146,379.12	\$75.6722	\$150,038.68	\$76.4289	\$151,539.02	\$78.3396	\$155,327.45	\$79.1230	\$156,880.73	\$81.1011	\$160,802.80	\$81.9121	\$162,410.81	\$83.9559	\$166,471.07	
ZNH	PROF. ENGINEER C4 YR 3	\$75.2648	\$148,230.91	\$76.0174	\$150,723.12	\$77.9178	\$154,491.13	\$78.6970	\$156,036.08	\$80.6644	\$159,936.84	\$81.4710	\$161,536.22	\$83.5078	\$165,574.67	\$84.3429	\$167,230.46	\$86.4515	\$171,411.28	
ZNL	PROF. ENGINEER C5 YR 1	\$78.4648	\$155,575.69	\$79.2494	\$157,131.35	\$81.2306	\$161,059.57	\$82.0429	\$162,670.15	\$84.0940	\$166,736.06	\$84.9349	\$168,404.25	\$87.0563	\$172,614.41	\$87.8280	\$174,340.59	\$90.1271	\$178,698.06	
ZNM	PROF. ENGINEER C5 YR 2	\$80.7552	\$160,116.87	\$81.5628	\$161,718.23	\$83.6019	\$165,761.25	\$84.4379	\$167,418.82	\$86.5488	\$171,604.20	\$87.4143	\$173,320.27	\$89.5987	\$177,653.36	\$90.4957	\$179,429.90	\$92.7581	\$183,915.66	
ZNN	PROF. ENGINEER C5 YR 3	\$83.0454	\$164,657.85	\$83.8759	\$166,304.52	\$85.9728	\$170,462.14	\$86.8325	\$172,166.71	\$89.0033	\$176,470.85	\$89.8933	\$178,235.49	\$92.1406	\$182,691.31	\$93.0620	\$184,518.22	\$95.3886	\$189,131.27	
C Structure																				
ZEN	C14	\$31.5242	\$62,504.45	\$31.8394	\$63,126.41	\$32.6354	\$64,707.68	\$32.9618	\$65,354.84	\$33.7858	\$66,998.83	\$34.1237	\$67,658.60	\$34.9768	\$69,350.08	\$35.3266	\$70,043.84	\$36.2088	\$71,794.80	
ZEM	C13	\$33.1407	\$65,709.56	\$33.4721	\$66,366.64	\$34.3089	\$68,025.80	\$34.6520	\$68,706.08	\$35.5183	\$70,423.73	\$35.8735	\$71,128.00	\$36.7703	\$72,906.13	\$37.1380	\$73,635.18	\$38.0665	\$75,476.16	
ZEK	C12	\$35.3233	\$70,037.10	\$35.6765	\$70,737.40	\$36.5684	\$72,505.81	\$36.9341	\$73,230.90	\$37.8575	\$75,061.77	\$38.2361	\$75,812.44	\$39.1920	\$77,707.74	\$39.5639	\$78,484.78	\$40.5735	\$80,446.90	
ZEL	C12A	\$36.3334	\$72,039.87	\$36.6967	\$72,760.20	\$37.6141	\$74,579.17	\$37.9902	\$75,324.88	\$38.9400	\$77,208.09	\$39.3294	\$77,980.17	\$40.3126	\$79,929.61	\$40.7157	\$80,728.85	\$41.7336	\$82,747.09	
ZEI	C11	\$37.3440	\$74,043.63	\$37.7174	\$74,783.99	\$38.6603	\$76,653.52	\$39.0469	\$77,420.05	\$40.0231	\$79,356.60	\$40.4233	\$80,149.10	\$41.4339	\$82,152.86	\$41.8482	\$82,974.31	\$42.8944	\$85,046.66	
ZEH	C11A	\$38.8901	\$77,089.32	\$39.2689	\$77,860.22	\$40.2506	\$79,808.68	\$40.6531	\$80,604.73	\$41.6694	\$82,616.79	\$42.0661	\$83,446.00	\$43.1383	\$85,532.25	\$43.5697	\$86,387.60	\$44.6569	\$88,547.21	
ZEJ	C10	\$40.4159	\$80,134.42	\$40.8201	\$80,935.85	\$41.8406	\$82,959.24	\$42.2590	\$83,788.82	\$43.3155	\$85,883.59	\$43.7487	\$86,742.52	\$44.8424	\$88,911.04	\$45.2908	\$89,800.11	\$46.4231	\$92,045.17	
ZEG	C9	\$42.4384	\$84,140.56	\$42.8608	\$84,982.04	\$43.9323	\$87,106.55	\$44.3716	\$87,977.57	\$45.4809	\$90,177.03	\$45.9357	\$91,078.78	\$47.0841	\$93,355.76	\$47.5549	\$94,289.24	\$48.7438	\$96,646.53	
ZEF	C8	\$44.4569	\$88,146.70	\$44.9015	\$89,028.22	\$46.0240	\$91,253.86	\$46.4842	\$92,166.32	\$47.6463	\$94,470.46	\$48.1228	\$95,415.24	\$49.3259	\$97,800.68	\$49.8192	\$98,778.77	\$51.0647	\$101,248.28	
ZEQ	C8A	\$45.3460	\$89,909.55	\$45.7995	\$90,808.73	\$46.9445	\$93,078.97	\$47.4139	\$94,009.67	\$48.5952	\$96,359.82	\$49.0852	\$97,323.43	\$50.3123	\$99,756.46	\$50.8154	\$100,753.98	\$52.0658	\$103,272.86	
ZEE	C7	\$46.4773	\$92,152.63	\$46.9421	\$93,074.21	\$48.1157	\$95,401.16	\$48.5969	\$96,355.26	\$49.8118	\$98,764.10	\$50.3099	\$99,751.70	\$51.5676	\$102,245.40	\$52.0933	\$103,267.90	\$53.3854	\$105,840.63	
ZER	C7A	\$47.4068	\$93,995.60	\$47.8809	\$94,935.62	\$49.0779	\$97,308.86	\$49.5687	\$98,282.09	\$50.8079	\$100,739.11	\$51.3160	\$101,746.54	\$52.5989	\$104,290.21	\$53.1248	\$105,333.13	\$54.4530	\$107,966.41	
ZED	C6	\$50.5160	\$100,166.29	\$51.0242	\$101,167.98	\$52.2988	\$103,667.17	\$52.8228	\$104,734.14	\$54.1434	\$107,352.56	\$54.6848	\$108,426.01	\$56.0519	\$111,136.62	\$56.6124	\$112,247.95	\$58.0277	\$115,054.13	
ZES	C6A	\$51.5294	\$102,169.06	\$52.0447	\$103,191.37	\$53.3458	\$105,771.12	\$53.8793	\$106,828.91	\$55.2283	\$109,499.67	\$55.7786	\$110,594.74	\$57.1731	\$113,359.68	\$57.7448	\$114,493.21	\$59.1884	\$117,355.10	
ZEC	C5	\$52.5403	\$104,174.02	\$53.0657	\$105,215.75	\$54.3923	\$107,846.06	\$54.9362	\$108,924.48	\$56.3096	\$111,647.58	\$56.8727	\$112,764.06	\$58.2945	\$115,583.13	\$58.8714	\$116,738.87	\$60.3493	\$119,657.27	
ZEB	C4	\$54.5609	\$108,160.35	\$55.1065	\$109,262.14	\$56.4842	\$111,993.77	\$57.0490	\$113,113.62	\$58.4752	\$115,941.41	\$59.0600	\$117,100.92	\$60.5395	\$120,028.44	\$61.1419	\$121,228.80	\$62.6704	\$124,239.42	
ZEA	C3	\$58.6028	\$116,194.41	\$59.1888	\$117,356.30	\$60.6685	\$120,290.17	\$61.2752	\$121,475.52	\$62.8071	\$124,530.46	\$63.4352	\$125,775.63	\$65.0211	\$128,920.26	\$65.6713	\$130,208.44	\$67.3191	\$133,464.71	
ZDZ	C2A	\$60.6235	\$120,200.94	\$61.2297	\$121,402.86	\$62.7604	\$124,437.87	\$63.3980	\$125,682.24	\$64.9727	\$128,824.30	\$65.6224	\$130,112.49	\$67.2630	\$133,365.38	\$67.9356	\$134,688.97	\$69.6340	\$138,066.47	

Pay Code	Current	Jul-19		Jan-20		Jul-20		Jan-21		Jul-21		Jan-22		Jul-22		Jan-23			
		Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual		
Description		Apprentices (not completed year 12)																	
	APPRENTICE YR1	\$20,2080	\$40,067.21	\$20,4101	\$40,467.92	\$20,9203	\$41,479.62	\$21,1295	\$41,894.41	\$21,6578	\$42,941.80	\$21,8744	\$43,371.26	\$22,4212	\$44,455.52	\$22,8454	\$44,900.05	\$23,2116	\$45,022.58
	APPRENTICE YR2	\$24,2465	\$48,080.65	\$24,4921	\$48,561.51	\$25,1044	\$49,775.54	\$25,3554	\$50,273.29	\$25,9893	\$51,530.15	\$26,2492	\$52,045.51	\$26,9054	\$53,346.63	\$27,1745	\$53,880.06	\$27,8539	\$55,227.10
	APPRENTICE YR3	\$30,3119	\$60,100.82	\$30,6151	\$60,701.89	\$31,3805	\$62,218.43	\$31,6943	\$62,841.62	\$32,4866	\$64,412.69	\$32,8115	\$65,056.89	\$33,6918	\$66,683.28	\$33,9681	\$67,350.08	\$34,8173	\$69,033.88
	APPRENTICE YR4	\$35,5660	\$70,518.29	\$35,9217	\$71,223.55	\$36,8197	\$73,004.13	\$37,1979	\$73,734.16	\$38,1176	\$75,577.56	\$38,4989	\$76,333.41	\$39,4613	\$78,241.72	\$39,8559	\$79,024.09	\$40,8523	\$80,999.75
		Apprentices (completed year 12)																	
	APPRENTICE YR1	\$22,2287	\$44,073.93	\$22,4511	\$44,514.72	\$23,0123	\$45,627.58	\$23,2425	\$46,083.95	\$23,8235	\$47,235.98	\$24,0618	\$47,708.38	\$24,6633	\$48,901.07	\$24,9099	\$49,390.06	\$25,5327	\$50,524.84
	APPRENTICE YR2	\$26,2703	\$52,067.38	\$26,5331	\$52,608.30	\$27,1564	\$53,923.51	\$27,4864	\$54,462.73	\$28,1551	\$55,824.33	\$28,4387	\$56,382.64	\$29,1476	\$57,792.18	\$29,4390	\$58,370.07	\$30,1750	\$59,829.36
	APPRENTICE YR3	\$30,3119	\$60,100.82	\$30,6151	\$60,701.89	\$31,3805	\$62,218.43	\$31,6943	\$62,841.62	\$32,4866	\$64,412.69	\$32,8115	\$65,056.89	\$33,6318	\$66,683.28	\$33,9681	\$67,350.08	\$34,8173	\$69,033.88
	APPRENTICE YR4	\$35,5660	\$70,518.29	\$35,9217	\$71,223.55	\$36,8197	\$73,004.13	\$37,1979	\$73,734.16	\$38,1176	\$75,577.56	\$38,4989	\$76,333.41	\$39,4613	\$78,241.72	\$39,8559	\$79,024.09	\$40,8523	\$80,999.75
		Adult Apprentices																	
	APPRENTICE YR1	\$32,3327	\$64,107.54	\$32,6561	\$64,748.68	\$33,4725	\$66,367.39	\$33,8072	\$67,031.06	\$34,6524	\$68,706.87	\$34,9990	\$69,394.01	\$35,8739	\$71,128.84	\$36,2326	\$71,840.09	\$37,1385	\$73,636.14
	APPRENTICE YR2	\$32,3327	\$64,107.54	\$32,6561	\$64,748.68	\$33,4725	\$66,367.39	\$33,8072	\$67,031.06	\$34,6524	\$68,706.87	\$34,9990	\$69,394.01	\$35,8739	\$71,128.84	\$36,2326	\$71,840.09	\$37,1385	\$73,636.14
	APPRENTICE YR3	\$32,3327	\$64,107.54	\$32,6561	\$64,748.68	\$33,4725	\$66,367.39	\$33,8072	\$67,031.06	\$34,6524	\$68,706.87	\$34,9990	\$69,394.01	\$35,8739	\$71,128.84	\$36,2326	\$71,840.09	\$37,1385	\$73,636.14
	APPRENTICE YR4	\$35,5660	\$70,518.29	\$35,9217	\$71,223.55	\$36,8197	\$73,004.13	\$37,1979	\$73,734.16	\$38,1176	\$75,577.56	\$38,4989	\$76,333.41	\$39,4613	\$78,241.72	\$39,8559	\$79,024.09	\$40,8523	\$80,999.75

# **SCHEDULE B – ALLOWANCES**

Pay	Pay Code	Rates									
Code	Description	Current	Jul-19	Jan-20	Jul-20	Jan-21	Jul-21	Jan-22	Jul-22	Jan-23	
A243	ASBESTOS ALLOWANCE (p/hr)	\$ 2.0187	\$ 2.0389	\$ 2.0899	\$ 2.1108	\$ 2.1636	\$ 2.1852	\$ 2.2398	\$ 2.2622	\$ 2.3188	
A300	TRAINING ALLOWANCE (p/shift)	\$ 15.3188	\$ 15.4720	\$ 15.8588	\$ 16.0174	\$ 16.4178	\$ 16.5820	\$ 16.9966	\$ 17.1666	\$ 17.5958	
A324	GRAFFITTI ALLOWANCE (p/hr)	\$ 0.7695	\$ 0.7772	\$ 0.7966	\$ 0.8046	\$ 0.8247	\$ 0.8329	\$ 0.8537	\$ 0.8622	\$ 0.8838	
A401	WORK DISRUPTION DISABILITY ALLOW (p/hr)	\$ 1.3383	\$ 1.3517	\$ 1.3855	\$ 1.3994	\$ 1.4344	\$ 1.4487	\$ 1.4849	\$ 1.4997	\$ 1.5372	
A419	SECURITY ALLOWANCE (p/hr)	\$ 0.2225	\$ 0.2247	\$ 0.2303	\$ 0.2326	\$ 0.2384	\$ 0.2408	\$ 0.2468	\$ 0.2493	\$ 0.2555	
A441	E GRADE ELECTRICIAN (p/hr)	\$ 1.0209	\$ 1.0311	\$ 1.0569	\$ 1.0675	\$ 1.0942	\$ 1.1051	\$ 1.1327	\$ 1.1440	\$ 1.1726	
A454	FIRST AID ALLOWANCE (p/hr)	\$ 0.4575	\$ 0.4621	\$ 0.4737	\$ 0.4784	\$ 0.4904	\$ 0.4953	\$ 0.5077	\$ 0.5128	\$ 0.5256	
A493	CONSOLIDATED SUBURBAN TRAIN ALLOWANCE (p/shift)	\$ 5.7334	\$ 5.7907	\$ 5.9355	\$ 5.9949	\$ 6.1448	\$ 6.2062	\$ 6.3614	\$ 6.4250	\$ 6.5856	
A958	OVERTIME MEAL	\$ 17.9407	\$ 18.1201	\$ 18.5731	\$ 18.7588	\$ 19.2278	\$ 19.4201	\$ 19.9056	\$ 20.1047	\$ 20.6073	



## **SCHEDULE C – SUBURBAN TRAIN EXAMINER ALLOWANCE**

### ***Background***

- C.1** The parties recognise the importance of this Agreement providing the necessary flexibility, job security and productivity improvements so that the Company can remain competitive and deliver on the needs of a modern rail network.
- C.2** The Company is committed to enhancing the career path and supporting the training needs of employees covered by this Schedule. The parties have agreed on the relevant units of competency under *Certificate II in Engineering (MEM20105)* as part of supporting the training needs of employees covered by this Schedule.
- C.3** Employees will not be required to work beyond the level of their skills, competence and training, other than for the purposes of undertaking training or gaining experience necessary to progress to the STE position or if they have commenced a recognised apprenticeship.

### ***Scope***

- C.4** This Schedule applies only to the position of Suburban Train Examiner (STE) – C11(a).
- C.5** Clause C.6 of this Schedule outlines the minimum training requirements for the STE position – C11(a).

### ***Available units of competency***

- C.6** Employees seeking progression to the STE position – C11(a) must work towards completing the minimum requirements for achievement of the *Certificate II in Engineering (MEM20105)* as outlined below:
- completion of all of the core units of competency listed below, and
  - completion of elective units from the list below to the value of at least 30 points.

#### **C.6.1 Core units of competency**

<b>Unit code</b>	<b>Unit title</b>
MEM13014A	Apply principles of occupational health and safety in the work environment
MEM14004A	Plan to undertake a routine task
MEM15002A	Apply quality systems
MEM15024A	Apply quality procedures
MEM16007A	Work with others in a manufacturing, engineering or related environment

### C.6.2 Elective units of competency

Unit code	Unit title	P
MEM07001	Perform operational maintenance of machines/equipment	2
MEM08014	Apply protective coatings (basic)	4
MEM08016	Control blast coating by-products, materials and emissions	1
MEM09002	Interpret technical drawing	4
MEM11007	Administer inventory procedures	4
MEM11008	Package materials (stores and warehouse)	2
MEM11010	Operate mobile load shifting equipment	4
MEM11013	Undertake warehouse receival process	4
MEM11016	Order materials	2
MEM11021	Perform advanced operation of load shifting equipment	2
MEM11022	Operate fixed/moveable load shifting equipment	4
MEM12001	Use comparison and basic measuring devices	2
MEM12024	Perform computations	3
MEM13001	Perform emergency first aid	1
MEM13003	Work safely with industrial chemicals and materials	2
MEM15003	Use improvement processes in team activities	4
MEM16008	Interact with computing technology	2
MEM18002	Use power tools/hand held operations	2
MEM18055	Dismantle, replace and assemble engineering components	3

\* Or successor units of competency under the MEM

### Allowance payable

- C.7** The Company will commence payment of an all-purpose allowance of \$1.69/hr from the time that the employee has been awarded *Certificate II in Engineering (MEM20105)* and has demonstrated that they are working to the full competencies of the STE position – C11(a). For the avoidance of doubt, the award of Certificate II in Engineering (MEM20105) is based on the assessment undertaken by the Company's training department.
- C.8** The allowance prescribed under clause C.7 shall remain a fixed amount for the life of this Agreement and shall not be subject to any increases.

### Timetable of training

- C.9** The Company is committed to making arrangements to ensure that the training of Schedule C employees commences from 1 July 2020 in order of the following depots:

Westall
Craigieburn
Newport
Epping
Bayswater
North Melbourne

- C.10** Whilst the Company will make every endeavour to have the training completed by 1 January 2021, if an Employee's training and assessment is completed beyond 1 January 2021 they shall be entitled to backpayment of the allowance prescribed under clause C.7 from the first full pay period commencing on or after 1 January 2021.

***New employees***

- C.11** Any employees that commence employment with the Company in an entry level position, in classifications C13 or C12, during the life of this Agreement, must serve at least twelve months' service before they can become eligible for progression to the position of Suburban Train Examiner (STE) – C11(a).

***Progress review***

- C.12** From 1 July 2020, the parties to this Agreement shall meet on a quarterly basis to review the progress of the training program relevant to this Schedule and to discuss any issues associated with this Schedule. As part of the quarterly review, other units of competency in addition to those listed under clause C.6.2. can be made available by the Company subject to the agreement of all parties.

***Review of provisions for the next Enterprise bargaining process***

- C.13** The parties agree to review the provisions of this Schedule as part of the bargaining process for the 2023 Enterprise Agreement. In particular, the parties will review whether the intent of this Schedule and whether the commitments of this Schedule are being met by the parties.

#### **SCHEDULE D – ROSTER AGREEMENT**

Roster changes may be required from time to time to support business requirements, Company and Government initiatives, or the introduction of new skills or technology.

Changes to rosters will only occur after step one, two, four and three, if needed, have been adhered to.

**Step One:** The Company will notify work groups and their representatives when it proposed to make a roster change, including the reasons for the roster change.

**Step Two:** Within one (1) week of the notification above, a meeting will be scheduled between the Company and nominated Employee representatives to discuss feedback and options. Roster changes will be determined by agreement of the majority of affected Employees and that agreement will not be unreasonably withheld. The following principles will apply in determining whether agreement can be reached:

- Rosters will be discussed with Employees.
- Impact of the change on an individual's remuneration.
- Work/life balance considerations.
- Fatigue requirements must be factored into any roster outcome.
- Outcomes must meet business requirements.

**Step Three:** If no agreement can be reached, the Company of the Employees and/or their representatives may progress the matter to the Fair Work Commission under the Dispute Resolution procedures contained within the Agreement (clause 12).

**Step Four:** New rosters will initially be filed on a volunteer basis. Where there are insufficient volunteers to work new rosters the Company is entitled to populate any roster vacancies from remaining Employees by providing notice to these Employees in accordance with the shift change provisions of the Agreement (clause 62).

## SCHEDULE E – TRADES ALLOWANCE

### *Background*

- E.1** The parties recognise the importance of this Agreement providing the necessary flexibility, job security and productivity improvements so that the Company can remain competitive and deliver on the needs of a modern rail network.
- E.2** The parties agree that the purpose of this Schedule is to recognise the contribution of Schedule E employees (as defined herein) in providing on-the-job training and backfill support to facilitate the training of Schedule C employees and the commitment of Schedule E employees to broaden the scope of work to be undertaken within the limits of their skills, competence and training.
- E.3** Employees will not be required to work beyond the level of their skills, competence and training within the relevant trade stream. Mechanical and electrical employees will be encouraged to gain the appropriate skills and competence to advance to the C6 level as required by the Company.

### *Scope*

- E.4** This Schedule applies to all employees who are classified within the classifications C10 – C3 within the C structure of this Agreement, or as Production Coordinators or as Senior Production Coordinators (defined herein as “**Schedule E employees**”).
- E.5** For the avoidance of doubt, this Schedule does not apply to any new employees engaged as **Apprentices** during the life of this Agreement.

### *Allowance payable*

- E.6** The Company will commence payment of an all-purpose allowance of \$1.69/hr from 1 July 2020 to all Schedule E employees. This allowance is paid in recognition of Schedule E employees:
- providing on-the-job training and backfill support to assist Schedule C employees with completing the units of competency associated with *Certificate II in Engineering (MEM20105)*; and
  - broadening the scope of work to be undertaken within the limits of their skills, competence and training.
- E.7** The allowance prescribed under clause E.6 shall remain a fixed amount for the life of this Agreement and shall not be subject to any increases.

### *Timetable of training for Schedule C employees*

- E.8** The program of training of Schedule C employees shall commence from 1 July 2020 in order of the following depots:

Westall
Craigieburn
Newport

Epping
Bayswater
North Melbourne

***Progress review***

- E.9** From 1 July 2020, the parties to this Agreement shall meet on a quarterly basis to review the progress of the training program relevant to this Schedule and to discuss any issues associated with this Schedule.

***Review of provisions for the next Enterprise bargaining process***

- E.10** The parties agree to review the provisions of this Schedule as part of the bargaining process for the 2023 Enterprise Agreement. In particular, the parties will review whether the intent of this Schedule and whether the commitments of this Schedule are being met by the parties.

## IN THE FAIR WORK COMMISSION

### FWC Matter No.:

AG2019/4984

### Applicant:

Metro Trains Melbourne Pty Ltd

## Undertaking- section 190

I, Dave Carlton, General Manager – Rolling Stock of Metro Trains Melbourne Pty Ltd (**the Company**) give the following undertakings with respect to the *Metro Trains Melbourne Rolling Stock Enterprise Agreement 2019 (the Agreement)*:

1. I have the authority given to me by Metro Trains Melbourne Pty Ltd to provide this undertaking in relation to this application before the Fair Work Commission.
2. In these undertakings, a reference to "NES" means the National Employment Standards under the *Fair Work Act 2009* (Cth) (**FW Act**).
3. The Company undertakes that:

- a. clause 12.1 be deleted and that the following be inserted in its place:

*12.1 If a dispute relates to:*

- (a) a matter arising under the Agreement; or*  
*(b) the National Employment Standards; or*  
*(c) a matter pertaining to the employment relationship;*

*this clause sets out procedures to settle the dispute. For the avoidance of doubt, and notwithstanding cl.12.5(b), matters relating to occupational health and safety cannot be dealt with by arbitration and will not be subject to the status quo provision at cl. 12.9.*

- b. clause 24 of the Agreement will be subject to section 117 of the FW Act (Requirement for notice of termination or payment in lieu) of the Act.
- c. in relation to clause 26, redundancy pay shall be no less than 4 weeks' pay for an employee who has completed at least 1 year but less than 2 years' period of service with the Company.
- d. in relation to clause 26, notice of termination or payment in lieu shall be 5 weeks for any employee who is over 45 years old and has completed at least 2 years of continuous service with the Company.
- e. clauses 68.4(f), 68.4(g) and 68.5(c) of the Agreement shall not apply.
- f. if an Employee who would have been required to work on a public holiday (i.e. would have been rostered for duty) but is absent due to illness or injury, they

shall be entitled to payment at their base rate of pay for their ordinary hours of work on the day in accordance with s.116 of the Act.

- g. notwithstanding cl.68.5(a) of the Agreement, employees are entitled to use their accrued personal leave to provide care or support to a member of their immediate family or household, who requires care or support because of a personal illness, personal injury, or unexpected emergency, affecting the member.
- h. notwithstanding clause 69.8(b) of the Agreement, if:
  - i. an employee is entitled to be transferred to a safe job, but there is no safe job available; and
  - ii. the employee is entitled to unpaid parental leave; and
  - iii. the employee has complied with the notice and evidence requirements for taking unpaid parental leave (in accordance with s.71 of the FW Act),the employee will be entitled to take paid no safe job leave in accordance with s.81A of the FW Act.
- i. casual employees will be entitled to compassionate leave and bereavement leave in accordance with clauses 70 and 71 of the Agreement, save that such leave will be unpaid.

**Employer name:** Metro Trains Melbourne Pty Ltd

**Authority to sign:** General Manager – Rolling Stock

**Signature:**



**Date:** 06/02/2020