

Rail Operations Enterprise Agreement 2019

Enterprise Bargaining Update

Hi Team,

Earlier today, we extended a formal offer to the RTBU for our proposed Rail Operations Enterprise Agreement 2019 (**Proposed Agreement**).

Since February 2019, we have undertaken nearly 60 bargaining meetings with the RTBU in an effort to reach an agreement for our Rail Operations employees. As part of our commitment to resolve outstanding bargaining claims with the RTBU Locomotive Division, we attended a number of meetings with the assistance of the Fair Work Commission. Furthermore, two weeks ago we put forward revised positions which included significant movement on a number of Metro's high priority claims including Decentralisation, Group Rotations, Variety of Running and Monthly Rosters.

Despite all of this, we've been unable to reach an in-principle agreement with the RTBU, which is disappointing.

We want to provide certainty for our people as soon as possible and to demonstrate this, today we formalised an offer providing a fair, competitive pay increase, at 14% over the life of the Proposed Agreement, balanced with improvements in the way we work in order to deliver the network needed for a growing Melbourne.

The formal offer that we have proposed today represents further movement again on some of the high priority claims, including:

- In relation to the Group Rotations claim, Metro has reduced the number of impacted groups from eleven (11) to five (5) to now the following three (3): Pakenham /Pakenham East, Sunbury / Watergardens/Calder Park, Westall/ Dandenong.
- In relation to the Flinders Street Decentralisation claim, we have further limited the roster groups at Flinders Street station who may be impacted by involuntary transfers (now only Roster Group R at Flinders Street Station).

We had also previously dropped our claim relating to the implementation of Monthly Rosters.

We have requested the RTBU to engage with its delegates and members to consider and accept this offer. To demonstrate that we are serious about reaching agreement as soon as possible this offer also now includes backpay. The offer expires at 4.00pm on Wednesday 25th March 2020.

Below is a list of substantial changes and key benefits included in the offer for your consideration:

All Divisions

- A fair and competitive 14% wage increase over the life of the Proposed Agreement. In addition to this, allowances will increase in line with the same percentage as the wage offer.
- Backpay – The first wage increase of 1% to be backdated to the first full pay period on or after 1 July 2019 and the second wage increase of 2.5% to be backdated to the first full pay period on or after 1 January 2020.
- Long service leave entitlements have been refreshed in the Proposed Agreement, making it clearer and easier for our people to get their leave granted (subject to availability).
- Trauma leave entitlements have been broadened to more employees, recognising that a traumatic event is not limited to incidents involving rail vehicles.
- Flexible working conditions have been improved with greater clarity on part-time work and increased opportunities for job-sharing arrangements.
- Consultation requirements have been updated to make it clearer and easier to understand when consultation is required.
- Improvements to parental leave, including an increase of parental leave from 12 to 14 weeks and continuity of superannuation payments for additional unpaid leave.

- Public Holiday Credits will now be able to be accrued over the life of the Proposed Agreement rather than being cashed out annually.
- Community Service Leave, a new clause providing paid leave to employees who are members of organisations such as SES and CFA and participating in firefighting, flood relief, or other emergency activities.
- Sexual Harassment and Gendered Violence, a new clause which sets out Metro's commitments and obligations to prevent sexual harassment and gendered violence occurring in the workplace, including the provision of training and education to employees.

Rail Division

- Sustainable Employment – In the event of any changes to work (e.g. new technology), Metro commits to re-train and reskill employees to improve long term employment prospects.
- Part-time Employees – Simplifies the language regarding part-time employment to make it easier for employees to understand their entitlements. Any hours worked in excess of 70 ordinary hours per fortnight will be subject to penalty rates. In addition, if a part-time employee has a shift extended, they will receive penalty payments for the additional hours worked. There will also be additional entitlements for part-time employees to access more work through changes to the supplementary labour clause.
- Classification Review – Contains a review of the Station Master Classification review, which transitions Station Master Level 5 and Station Master Level 7 roles to Station Master Level 6 and Station Master Level 8 respectively.
- Employee Safety – Commitment to reduce employee assaults across the network by focused risk management in hot spot areas across the network.
- Roster Review – Contains an annual review of the master roster for Stations, and will include consideration of part-time to full-time conversions.
- Control Desks – Retains control desks at city and outstation locations and contains a review of the roles and responsibilities of the broader Rail Operational group.
- Rosters for Authorised Officers (AOs) – AOs will be able to sign on or off at a location other than their home depot to align to individual and operational needs. In addition, sign on locations will be published seven days in advance.
- Counselling and Discipline – Simplifies and clarifies clauses.
- Acting in Higher Duties – Simplifies and clarifies entitlements.
- Salary Maintenance Arrangements – Simplifies and clarifies entitlements.
- Major Projects – a new clause which requires senior representatives of Metro and the RTBU to meet on a six monthly basis to improve communication with your representatives on the program of major projects.
- Climate Change – a new clause which requires the parties to meet during the life of the Agreement to discuss climate change mitigation, resilience, and just transition.

Locomotive Division

The proposed offer retains **Section 4 and Schedule 1**, with the following substantial changes:

- Night Network – Increases flexibility for outstation Drivers to change their roster to support the Night Network.
- Metro Driver Training Scheme – Increases flexibility of duration times and training group locations.
- OJT Utilisation - Increases flexibility through better utilisation of Outstation OJTs to assist in the efficient delivery of Driver Training.
- Flinders Street Decentralisation – The ability to decentralise some Flinders Street based Drivers within the parameters set out in the Proposed Agreement to better support present and future demands of the network. Metro will invite expressions of interest for voluntary transfers at first instance. If there are insufficient volunteers, then Metro will identify Drivers who are the least senior on R Roster at Flinders Street and who live within a reasonable distance to the vacancy at the outstation depot. Any process involving involuntary transfers will require Metro to genuinely consult with affected employees and adhere to minimum timeframes and restrictions on who can be transferred during the life of the Proposed Agreement.

- New Depots – Introduces the ability to establish new depots to support operational requirements and productivity improvements.
- AVs – Introduces better utilisation of available shifts and notification periods.
- Group Rotation – Increases flexibility by combining multiple depots within a limited radius into one roster zone. This will only apply to Drivers who are appointed to any of the following home depots: Sunbury, Watergardens, Calder Park, Westall, Dandenong, Pakenham and Pakenham East.
- Part-time Shift Drivers – Introduces a new part-time model for Drivers (separate to the current part-time arrangements) to increase flexibility for employees (including transition to retirement and caring responsibilities) and meet Metro’s operational requirements. The number of new part-time shift Drivers recruited externally will be capped at 50 for the life of the Proposed Agreement. There will be no cap on conversions, i.e. existing Full-time Drivers converting to a Part Time Shift Driver which can only occur by mutual agreement.
- Development of Shifts and Variety of Running – Improves the practical application of rostering clauses to avoid disputation and increasing consecutive return trips up to a maximum of three to provide more flexibility.
- Reprint of the Roster Book – Greater flexibility around when the Roster Book needs to be reprinted and introducing the ability to publish electronically instead if Metro introduces the use of electronic devices in an active cab during the life of the Proposed Agreement.
- Public Holiday Conversion Charts – Provide greater flexibility to vary existing conversion charts during the life of the Proposed Agreement if Metro and the RTBU agree.
- Driver Development – Greater flexibility for Metro to deliver continuation training to address the development needs of a Driver.
- Swapping of Off Roster Days – Simplifies and clarifies the process surrounding the swapping of Off Roster Days for Drivers.
- Time Allowances (Walk times) – Updated to reflect current conditions for Walk times.
- Redeployment Due To Medical Reasons – Enhances benefits for employees who are redeployed to another role at a lower rate within another division due to medical reasons, by preserving the value of annual leave and long service leave entitlements at the rate applicable prior to the redeployment. Any future accruals will be at the lower rate of
- the new role.
- Job Security and Use of Supplementary Labour – A new clause that provides greater protections for Drivers around job security.
- Long-term Release of Union Officials – Outlines that an elected official will be released for the duration of their term without pay to allow them to perform union duties.
- Secondment and Flexibility – Improves clarity for Drivers, training officers and principal Drivers regarding personal and career development.
- Parental Leave Competency Incentive Training – Introduces a notification period for training to be initiated.
- Medical Attendance – Commits to provide payment for subsequent medical appointments when an employee undertakes fitness for duty assessments in line with the Standard.

Please note, this is not an exhaustive list of changes and further information will be provided at scheduled briefings sessions to be held over the next weeks. We’ve also attached the tracked changes version of Proposed Agreement so you are able to identify exactly what has changed from the Rail Operations Enterprise Agreement 2015. This document can also be found via this link: https://www.metrotrains.com.au/enterprise-agreement/ea_rail_operations/

Regular updates are also posted on our dedicated website www.metrotrains.com.au/enterprise-agreement with FAQs updated regularly. You can submit questions any time to enterpriseagreement@metrotrains.com.au or by responding to this email.

This offer provides our people with a fair and competitive pay increase, security for the future and enables us to deliver on the State’s commitments to build a modern railway for our city.

We will continue to keep you updated with any developments around your next Agreement.

Kind Regards,

Catherine Baxter, Chief Operating Officer

On behalf of Metro's Rail Operations Enterprise Bargaining Team

www.metrotrains.com.au



Enterprise Agreement

~~2015-2019~~ 2019

RAILOPERATIONS DIVISION METRO TRAINS MELBOURNE PTY LTD

Table of Contents

1.	THE AGREEMENT	5
1.1	Title	5
1.2	Parties Bound	5
1.3	Operation and Nominal Expiry Date	5
1.4	Relationship To Awards and Agreements and NES	5
1.5	No Extra Claims	6
1.6	Aim of Agreement	6
1.7	Wage and Allowance Adjustments	6
1.8	Commitments By The Parties	7
1.9	Performance of driving and other train movements by Train Drivers	8
1.10	Consultation.....	9
1.11	Dispute Resolution	11
1.12	Union Delegates	13
1.13	Union Leave	14
1.14	Individual Flexibility Arrangements	14
1.15	Right to request flexible work	15
2.	GENERAL EMPLOYMENT CONDITIONS	17
2.1	Employment Categories	17
2.2	Continuity Of Service.....	17
2.3	Alcohol And Drug Screening	18
2.4	Termination Of Employment	18
2.5	Redundancy	19
2.6	Annual Leave.....	20
2.7	Long Service Leave	22
2.8	Parental Leave.....	23
2.9	Personal Leave	29
2.10	Compassionate/Bereavement Leave	31
2.11	Special Leave – Family Violence.....	33
2.12	Community Service Leave (incl. Jury Service)	34
2.13	Time In Lieu.....	34
2.14	Make-Up Time.....	34
2.15	Shiftwork Allowances	34
2.16	Limitation of Penalty Payments	35
2.17	Public Holidays	35
2.18	Accident Make-Up Pay.....	37
2.19	Payment of Wages	38
2.20	Probation.....	38
2.21	Salary Maintenance – Appointment of Redeployed Employee	38
2.22	Superannuation.....	39
2.23	Novated Lease	40
2.24	Travel Pass Entitlement.....	40
2.25	Uniforms	44
2.26	Travelling and Incidental Expenses.....	44
2.27	Amenities.....	44
2.28	Staff Development And Feedback	44
2.29	Income Protection Insurance	45
2.30	Sexual Harassment in the Workplace.....	45
2.31	Gendered Violence in the Workplace	45
3.	EMPLOYMENT CONDITIONS: OPERATIONS, SALARIED, ADMINISTRATION AND ENGINEERING EMPLOYEES	47
3.1	Definitions relating to Operations, Salaried, Administration and Engineering Employees.....	47
3.2	Relieving Expenses	47
3.3	Multiple Sign-On/Sign-Off Locations	48
3.4	Disruption to Work Allowance	48
3.5	Limitation of Application – Senior Officers (SOs) and Professional Engineers (PEs).....	48

3.6	Meal Allowances	49
3.7	Suburban Group Working	49
3.8	Guaranteed Payment	50
3.9	Minimum Payment	50
3.10	Excess Shifts	50
3.11	Overtime	50
3.12	Acting in Higher Positions	52
3.13	Rosters Development	53
3.14	Classifications	53
3.15	Work at a lower grade or classification	54
3.16	Time Worked on Saturdays and Sundays	54
3.17	Authorised Officers (AO) – Attendance at Court	54
3.18	Intervals between Shifts	54
3.19	Lengths of Shifts.....	54
3.20	Meal Breaks.....	54
3.21	Crib Breaks.....	54
3.22	Non-accrual of EDO's/RDO's	55
3.23	Notification of Change of Roster	55
3.24	Ordinary Hours of Work	55
3.25	Part-Time Employment	56
3.26	Job Share	57
3.27	Supplementary Labour Hire	58
3.28	Employee Safety	58
3.29	Trauma Counselling and Trauma Leave.....	58
3.30	Sustainable Employment	59
3.31	Training and Development and Career Progression	60
3.32	Counselling and Disciplinary Procedure.....	60
3.33	Major Projects	62
3.34	Climate Change.....	62
3.35	Train Dwell Initiatives	62
4.	EMPLOYMENT CONDITIONS: DRIVERS	63
4.1	Definitions	63
4.2	Secondment	63
4.3	Relieving Expenses	64
4.4	Guaranteed Payment	64
4.5	Overtime	65
4.6	Suburban Allowance.....	65
4.7	Rosters and Hours of Work.....	65
4.8	Ordinary Hours.....	66
4.9	Calculation of Shifts	66
4.10	Discretionary Rostered Day Off (DDO)	66
4.11	Part-Time Drivers (who commenced part-time employment prior to the Operation Date of this Agreement)	67
4.12	Part Time Shift Drivers	67
4.13	Saturday and Sunday Work.....	68
4.14	Redeployment Due To Medical reasons	68
4.15	Stand Down	68
4.16	Trauma Leave.....	69
4.17	Easter Saturday.....	69
4.18	Parental Leave - Competency incentive training	70
4.19	Medical Attendance	70
4.20	Training Shifts.....	71
4.21	Job Share – Qualified Drivers	71
4.22	Counselling and Disciplinary Procedure.....	72
4.23	Job Security and Use of Supplementary Labour	74
5.	SIGNATORIES.....	76

- SCHEDULE 2 - INFORMATION, COMMUNICATION AND TECHNOLOGY (ICT) OPERATIONS – ON CALL/STANDBY
- SCHEDULE A – JOB DESCRIPTORS – OPERATIONS, SALARIED, ADMINISTRATIVE AND ENGINEERING EMPLOYEES
- SCHEDULE B – CLASSIFICATIONS AND RATES OF PAY
- SCHEDULE C – ALLOWANCES

1. THE AGREEMENT

1.1 Title

This Agreement shall be known as the Metro Trains Melbourne Pty Ltd Rail Operations Enterprise Agreement ~~2015~~-2019 (**the Agreement**).

1.2 Parties Bound

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

1.2.1 Metro Trains Melbourne Pty Ltd (the **Company**) ~~in respect of all employees of the Company covered by the Agreement~~ ABN 43 136 429 948;

1.2.2 All employees of the Company who work in rail operations positions, being those positions directly involved in the running of the trains across the suburban network, incorporating all of the support functions directly involved in supporting this task, who are appointed to the classifications and rates of pay up to and including the maximum rates of pay, contained in Schedule B of the Agreement. These employees include:

- (a) those appointed to positions described in the ~~Customer Experience and Passenger~~ Operations Organisation Charts ~~published on 31 August 2015~~ as at July 2019;
- (b) those appointed to any new positions directly involved in the running of the trains across the suburban network, incorporating all of the support functions directly involved in support this task, introduced over the life of the Agreement, including ~~IGT-OCMS~~ positions contained in Schedule B of the Agreement;
- (c) those appointed to any operations position at the time of making the Agreement based at Flinders Street Station and other locations (including but not limited to payroll, the return to work team and uniform team);
- (d) those who are employed in any position covered by the *Metro Trains Melbourne Pty Ltd Rail Operations Enterprise Agreement 2012-2015* not contemplated by 1.2.2 (a) (b) or (c), subject to these employees only being covered by the Agreement, until such time as their employment with the Company ceases;

(**Employees**); and

1.2.3 the Australian Rail, Tram and Bus Industry Union (**RTBU**), to the extent that the Fair Work Commission notes in its decision to approve the Agreement and that the Agreement covers it; and

1.2.4 the Association of Professional Engineers, Scientists and Managers Australia (**APESMA**), to the extent that the Fair Work Commission notes in its decision to approve the Agreement and that the Agreement covers it.

1.3 Operation and Nominal Expiry Date

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 ~~2019~~2023. The Parties will review the Agreement six (6) months prior to its nominal expiry date.

1.4 Relationship To Awards and Agreements and NES

1.4.1 The Agreement is a comprehensive agreement which operates to the exclusion of any Awards or agreements. 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.

~~1.4.2~~ Nothing in the Agreement is intended to provide for an entitlement which is less than the National Employment Standards (NES). This 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 benefit, the NES provision will apply to the extent of the inconsistency. Nothing in the Agreement is intended to provide for an entitlement which is less than the NES.

~~1.4.21.4.3~~ Where a payment in relation to wages, allowances or entitlements is being made, and the Company, the Employees and/or the Unions agree that the relevant provision has been omitted from this Agreement through no fault of the Company or the Employees and/or the Unions, the payment will continue to operate as per the omitted provision. For the avoidance of doubt, in order for the wages, allowances and/or provisions payment to continue, there must be agreement reached between the Company and the Employees, and/or the Company and the Unions that the provision relating to the payment was omitted from the Agreement.

1.5 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.

1.6 Aim of Agreement

In making the Agreement, the Parties aim to:

- (a) Promote a positive, consultative and cooperative working relationship between the Company, the Employees and their representatives;
- (b) Work together to enhance and grow the business;
- (c) Embrace change as a means of securing permanent employment jobs, income and profitability;
- ~~(d)~~ At all times Rremain focused on the needs of customers, which may involve special events, recognising customer satisfaction, safety for passengers and employees and increased patronage are integral to securing the future; and
- ~~(d)~~(e) Focus on the safety for passengers and employees.
- ~~(e)~~(f) Establish an environment where equity, trust, partnership and service are shared values.

1.7 Wage and Allowance Adjustments

1.7.1 The rates of pay contained in the Agreement will be increased as follows:

- (a) One point five percent (~~1.51.0%~~) commencing from the beginning of the first full pay period on or after ~~the commencement of the Agreement [back paid to-1 July 20152019]~~;
- (b) One point five percent (~~1.52.5%~~) commencing from the beginning of the first full pay period on or after 1 January ~~20162020~~;
- (c) One point five percent (~~1.51.0%~~) commencing from the beginning of the first full pay period on or after 1 July ~~20162020~~;
- (d) One point five percent (~~1.52.5%~~) commencing from the beginning of the first full pay period on or after 1 January ~~20172021~~;

- (e) One point five percent (~~1.51.0%~~) commencing from the beginning of the first full pay period on or after 1 July ~~2017~~2021;
- (f) One point five percent (~~1.52.5%~~) commencing from the beginning of the first full pay period on or after 1 January ~~2018~~2022;
- (g) Two point five percent (~~2.51.0%~~) commencing from the beginning of the first full pay period on or after 1 July ~~2018~~2022; and
- (h) Two point five percent (2.5%) commencing from the beginning of the first full pay period on or after 1 January ~~2019~~2023.

For the avoidance of doubt, the one ~~point five~~ percent (~~1.51.0%~~) wage increase at 1.7.1 (a) will be back paid to the beginning of the first full pay period on or after 1 July ~~2015~~2019.

- 1.7.2 Schedules B and C respectively set out the rates of pay, allowances and expenses for Employees employed under the Agreement, as adjusted by the wage adjustments provided in clause 1.7.1.
- 1.7.3 All allowances will be increased in line with the percentage wage increases contained in clause 1.7.1.
- 1.7.4 Generally, where a minimum and maximum rate is provided in Schedule B for a grade or class, advancement is applied no sooner than twelve (12) months from the date of appointment subject to good conduct, diligence and efficiency. However, application may be sooner for certain grades where specific agreement exists.

1.8 Commitments By The Parties ~~and Project Facilitation Payment~~

- 1.8.1 The Parties to the Agreement are committed to supporting the implementation of Company and Government initiatives including:

~~“Operating Groups” being the separation of the network into a central section and two (2) stand alone sections (Metro North and Metro South) with each containing end to end lines, separate train fleets, maintenance and stabling facilities. Driver operations will be in accordance with clause 5(a) of Schedule 1.~~

~~“HomeSafe/Night Network” being the twenty four (24) hour Friday and Saturday night services as announced by the Victorian Government.~~

- (a) ~~“Rail Construction and Renewals Projects” being any rail construction and renewals projects, including the Level Crossing Removals project announced by the Victorian Government.~~

- (b) ~~High Capacity Network which includes High Capacity Metro Trains (HCMT), High Capacity Signalling (HCS) and the Metro Tunnel.~~

- 1.8.2 Meeting the above initiatives may include supporting the implementation of new rosters or workplace arrangements, including workplace location (both temporary and permanent), to support any of the above in accordance with the provisions of this Enterprise Agreement.

- ~~1.8.2 In consideration for the commitments made at 1.8.1 (a), (b) and (c) by the Employees and the Unions, the Company will make a three percent (3%) one off Project Facilitation Payment (PF Payment) to Employees who are engaged by the Company at the commencement of the Agreement, following the successful commencement of the HomeSafe/Night Network Trial and full implementation of efficiencies and associated rosters including those to reflect the separation of the three (3) groups (North, South and Central), the decentralisation of FSS for all locomotive grade classifications and the full implementation of ‘New Rules’ associated with the creation of ‘Weekly Master Rotations’ and ‘Day of Operations’ shift management, as described in Schedule 1 of the Agreement. The PF Payment will be made no later than the first full pay period following 30 April 2016, unless the initiatives described~~

~~in this subclause have not been successfully implemented, in which case it will be paid as soon as possible following the successful implementation of these initiatives.~~

~~1.8.3~~

- ~~(a) Meeting the above initiatives may include supporting the implementation of new rosters or workplace arrangements, including workplace location (both temporary and permanent), to support any of the above.~~
- ~~(b) The PF Payment for full-time Employees will be calculated on the basis of the ordinary base salary at the time the PF Payment is made. The PF Payment for part time (including Job Share) Employees will be calculated on a pro-rata basis for the aggregate ordinary hours for the period three (3) months prior to the PF Payment being made.~~

~~1.8.4 To avoid doubt, the Agreement confirms the agreement of the Parties to the implementation of HomeSafe/Night Network and Operating Groups, and the PF Payment is only payable for meeting all of the initiatives in clause 1.8.2.~~

~~1.8.5 During the life of the Agreement, the Parties agree to review the classification structure for Customer Service (station grades) Employees, including the associated training requirements.~~

~~1.8.6 In implementing HomeSafe/Night Network, regarding Employees covered under section 3 of the Agreement, the following principles are agreed by the Parties:~~

- ~~(a) Wherever practicable, three (3) times eight (8) hour rosters will be utilised at relevant stations on Friday and Saturday for the purpose of accommodating HomeSafe/Night Network hours.~~
- ~~(b) Roster changes to accommodate HomeSafe/Night Network will be marked as temporary, until such time as ongoing arrangements are confirmed.~~
- ~~(c) The Parties agree to explore opportunities for current part-time Employees to convert to full-time by reviewing current rostering arrangements.~~
- ~~(d) The Company will commit to staff seventy-eight (78) Premium Stations as part of the HomeSafe/Night Network trial.~~
- ~~(e) New station Employees brought in for the purpose of HomeSafe/Night Network will be engaged at the Leading Station Assistant (LSA) grade.~~
- ~~(f) Any changes to the current working arrangements and rosters due to the HomeSafe/Night Network program roll-out will be subject to local consultation with affected Employees.~~
- ~~(g) The development of new rosters as a result of HomeSafe/Night Network should be used as an opportunity to address any current local arrangements for rosters which are problematic.~~
- ~~(h) Full training to those offered HomeSafe/Night Network positions will be provided well ahead of HomeSafe/Night Network implementation.~~

1.9 Performance of driving and other train movements by Train Drivers

1.9.1 The Company will only require, allow or permit the driving of trains or conducting of other train movements (in all environments, including on the mainline and in depot and maintenance environments) to be undertaken by employees who have completed, or are training to complete, the Metro Driver Training Scheme or recognised equivalent (SPOT qualification and current conversancy) and who are, or who were previously, employed in the Locomotive Driving Grades set out in the Agreement. For the avoidance of doubt, this does not apply to approved third party operators, which operate freight operations or country passenger services on the Melbourne Metropolitan Network.

1.9.2 Other than in relation to Train Drivers (being those who have completed, or are training to complete, the Metro Driver Training Scheme or its recognised equivalent (SPOT qualification and current conversancy) and who are employed in the Locomotive Driving Grades set out in the Agreement), the Company will not train any

employees in relation to the driving of trains, or conducting other train movements on the Melbourne Metropolitan Network. Without limitation, the “Rolling Stock Train Movement Training Scheme” will immediately cease.

- 1.9.3 Notwithstanding clauses (1.9.1) and (1.9.2) above, the parties acknowledge that, at October 2015, there were twelve (12) employees located at the Bayswater Maintenance Facility who are trained and conduct certain train movements in non-mainline environments and who are not employed in the Locomotive Driving Grades set out in the Agreement (the Maintenance Employees). The Maintenance Employees may continue to perform train movement duties, provided:
- (a) Such train movements are undertaken at the Bayswater Facility only;
 - (b) Such train movements are not undertaken on the mainline; and
 - (c) Should any of the Maintenance Employees cease employment or cease undertaking train movement duties for whatever reason, the Company will not replace that Maintenance Employee for the purpose of moving trains, with an employee other than a remaining trained Bayswater Maintenance employee or a Train Driver (being an employee who has completed the Metro Driver Training Scheme or its recognised equivalent (SPOT qualification and current conversancy) and who is employed in the Locomotive Driving Grades set out in the Agreement).
- 1.9.4 At each train maintenance facility (excluding Bayswater), the Company will permanently roster at least one (1) full-time Train Driver, who will:
- (a) Sign on and off at that maintenance facility as required; and
 - (b) Report to the relevant Maintenance Manager/Supervisor of that maintenance facility; and
 - (c) Perform duties, including all the preparation of trains and conducting of all train movements as required during the operational hours of the depot and train maintenance facility.
 - (d) If the Maintenance Manager/Supervisor releases the Driver on account of no work to be performed, the Driver is to report to the Driver Allocation Officer and will work as directed for the remainder of the shift.
- 1.9.5 For the avoidance of doubt, the driving arrangements with respect to Infrastructure Trains (e.g. IEV-100 Track Testing Machine, IEV-102 Overhead Testing Machine) and Plant Trains or their replacements remain unchanged. That is, the qualified Infrastructure Train Drivers may continue to undertake movements of the Infrastructure and Plant Trains.

1.10 Consultation

1.10.1 This clause applies if the Company:

- (a) ~~the Company~~ has a proposal to introduce a major change to production, program, organisation, structure, or technology in relation to its enterprise that is likely to have a significant effect on Employees; and/or
- (b) ~~the proposed change is likely to have a significant effect on Employees~~ proposes to introduce a change to the regular roster or ordinary hours of work of employees.

1.10.2 Prior to ~~making a definite decision to introduce~~ the implementation of the proposed major change, the Company must notify the Relevant Employees and/or their representative of the intended major change. The Company must provide at least twenty-eight (28) days’ notice of this change. Subclauses 1.10.3 to 1.10.9 apply.

1.10.3 The Relevant Employees may be represented, including by their union, for the purposes of Consultation. The Company must recognise the representative.

1.10.4 As soon as practicable, ~~F~~ following notification at 1.10.2 the Company must:

- (a) Discuss with the Relevant Employees and/or their nominated representative:
 - i. the proposed introduction of change; and
 - ii. the effect the proposed change is likely to have on the Relevant Employees; and
 - iii. measures the Company is taking to avert or mitigate the adverse effect of the proposed changes on the Relevant Employees; and
- (b) For the purposes of the discussion – provide, in writing, to the Relevant Employees:
 - i. all relevant information about the proposed change including the nature of the change proposed; and
 - ii. information about the expected effects of the proposed change on the Relevant Employees; and
 - iii. any other matters likely to affect the Relevant Employees.

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

- (c) Where appropriate, establish a working party with nominated representatives, which may include union representatives.

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

~~1.10.5~~ 1.10.6 Consultation shall be conducted in ~~good faith~~ with a reasonable time for the Relevant Employees and their representatives to respond to the proposed change.

~~1.10.6~~ 1.10.7 The Company must give prompt and genuine consideration to matters raised about the major change by the relevant Employees.

~~1.10.7~~ 1.10.8 If a ~~clause~~ term in ~~the~~ this Agreement provides for major change to the production, program, organisation, structure or technology in relation to the enterprise of the Company, the requirements set out in subclauses 1.10.2; 1.10.3; and 1.10.4 are taken not to apply. ~~For the avoidance of doubt, in these circumstances, other provisions in this clause are taken to apply.~~

~~1.10.8~~ 1.10.9 In this ~~clause~~ 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, classification structure, 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, including roles which requires~~ significant changes to position descriptions.

Change to regular roster or ordinary hours of work

1.10.10 For a change referred to in paragraph (1.10)(b):

(a) the employer must notify the relevant employees of the proposed change; and

(b) sub-clauses 1.10.11 to 1.10.15 apply.

(c) this clause will operate in conjunction with other rostering provisions within this Agreement.

1.10.11 The relevant Employees may be represented, including by their union, for the purpose of consultation. The Company must recognise the representative.

1.10.12 As soon as practicable after proposing to introduce the change, the Company must:

(a) discuss with the relevant employees the introduction of the change; and

(b) for the purposes of the discussion—provide to the Relevant Employees:

i. all relevant information about the change, including the nature of the change; and

ii. information about what the employer reasonably believes will be the effects of the change on the Employees; and

iii. information about any other matters that the employer reasonably believes are likely to affect the Employees; and

(c) invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).

~~1.10.91.10.13~~ However, the Company is not required to disclose confidential or commercially sensitive information to the Relevant Employees.

1.10.14 The Company must give prompt and genuine consideration to matters raised about the change by the Relevant Employees.

~~1.10.101.10.15~~ In this ~~clause~~ term, **Relevant Employees** means those Employees who are affected by the major change.

~~1.11~~ Transition of Agreement Obligations

~~In relation to initiatives described at 1.8.1 (a), (b) and (c), and 1.8.2, in the event of any roster change and/or any other change requiring notice and/or consultation, where the notice and/or consultation process commenced under the Metro Trains Melbourne Pty Ltd Rail Operations Enterprise Agreement 2012-2015 (Notice/Consultation Change Process) for a change which takes effect during the life of the Agreement, any steps taken pursuant to the Notice/Consultation Change Process (under the 2012 Agreement) will be taken to have occurred under the Agreement.~~

~~1.12.11~~ Dispute Resolution

~~1.12.11.11.1~~ 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;

then the following ~~this clause sets out~~ procedures apply to settle the dispute. For the avoidance of doubt, and notwithstanding cl.1.11.5(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.1.11.7.

~~1.12.21.11.2~~ An Employee who is a party to the dispute may be represented at all stages for the purposes of the procedures in this clause, by their representative, which may include the union.

4.12.31.11.3 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, in good faith.

4.12.41.11.4 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.

4.12.51.11.5 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 4.12.41.11.1 (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.

Note: if the Fair Work Commission arbitrates the dispute, it may also use the powers that are available to it under the *Fair Work Act 2009* (Cth).

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.

4.12.61.11.6 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.

4.12.71.11.7 In the event of a clause 4.12.41.11.1 (a) or (b) dispute, while the parties are trying to resolve the dispute using the procedure 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 4.12.51.11.5 (a)).

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.

4.12.81.11.8 In the event of a clause 4.12.41.11.1 (c) dispute, the *status quo* will not apply, pending the resolution of the dispute.

4.12.91.11.9 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 4.12.41.11.1 (c).

4.12.101.11.10 For ease of reference, various rights under this clause 4.121.11 are summarised as follows:

Dispute	Status Quo	FWC Mediation, Conciliation, Opinion, Recommendation, etc	FWC Arbitration	Parties Bound by FWC Decision
<u>4.12.11.11.1</u> (a) Agreement	Yes – subject to <u>4.12.71.11.7</u> (a) or <u>4.12.71.11.7</u> (b).	Yes	Yes	Yes
<u>4.12.11.11.1</u> (b) National Employment Standards	Yes – subject to <u>4.12.71.11.7</u> (a) or <u>4.12.71.11.7</u> (b).	Yes	Yes	Yes
<u>4.12.11.11.1</u> (c) Employment Relationship	No	Yes	No	No

4.131.12 **Union Delegates Rights**

4.13.11.12.1 Union Delegates

- (a) The Company will recognise Union Delegates. A Union Delegate, Women's Advocates and Officers (Delegates) is an Employee of the Company who is elected under the rules or processes of the union and where the Company has been notified by the union in writing of such appointment.
- (b) The Company acknowledges that Union-Delegates represent members (who are Employees) in the workplace and that their representation rights in relation to matters that pertain to the employment relationship are integral to the proper operation of the Dispute Resolution procedure contained within the Agreement.
- (c) The Company will allow Union-Delegates reasonable time during working hours, subject to clause 4.141.13, to perform the duties listed below:
 - i. represent the interests of members to the Company;
 - ii. participate in consultations;
 - iii. consult with union members and other Employees for whom the Union Delegate is a representative; and
 - iv. place union information on a noticeboard in a readily accessible and visible location.
- (d) For the purpose of the items listed in 4.13.11.12.1 (c) Union-Delegates will be provided with reasonable access to relevant, but not confidential information.
- (e) The Company will endeavour, e.g. where facilities permit, to allow reasonable access to telephone, computers and accessories, meeting rooms, facsimile, postal, photocopying, e-mail and intranet/internet facilities for the purpose of carrying out work as a Union-Delegate and consulting

with workplace colleagues in accordance with this provision.

- (f) The Company shall allocate an area of at least A4 size on noticeboards for the display of authorised material in each workplace in a readily accessible and visible location.
- (g) ~~Union~~-Delegates remain subject to the lawful and reasonable directions of the Company.

1.141.13 **Union Leave**

1.14.11.13.1 Entitlement

- (a) The Company will grant requests for paid leave to ~~Union~~-Delegates, which shall be known as “**Union Leave**”, for purposes including, but not limited to:
 - i. attending training and workshops of the Union;
 - ii. representing members in disputes; and
 - iii. participating in collective bargaining.

1.14.21.13.2 Application

- (a) A request for Union Leave pursuant to this clause will be made by the union to the relevant supervisor/manager for the Company, not less than two (2) weeks before the commencement of the leave period.
- (b) Union Leave totalling no more than five (5) days in any calendar year may be granted, provided that the ~~Union~~-Delegate can be released from ~~his/her/their~~ work.
- (c) The Company may make reasonable requests for documentation from the union confirming an Employee’s attendance.
- (d) The Company will not be liable for any additional costs (other than payment of wages) to the ~~Union~~-Delegate while the ~~Union~~-Delegate is on leave, except for the payment of extra remuneration where relieving arrangements are instituted to cover the absence of the Union Delegate.
- (e) An aggregate amount of union leave (as described in 1.13.1 (a) (i) shall be provided to cover all delegates per year. In Stations, Authorised Officers and Signals an aggregated amount of 60 days and Drivers an aggregate amount of up to 30 days. From the commencement of this Agreement, new delegates will be excluded from the aggregate, for the purpose of undertaking the initial three day training.

1.151.14 **Individual Flexibility Arrangements**

1.15.11.14.1 The Company and any Employee covered by ~~the~~ this Enterprise Agreement may agree to make an Individual Flexibility Arrangement (**IFA**) to vary the effect of terms of the Agreement if ~~the~~ IFA:

- (a) 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; and
- (b) the arrangement meets the genuine needs of the Company and the Employee in relation to one (1) or more of the matters mentioned in

subclauseparagraph-1.15.1.14.1 (a); and

- (c) the arrangement is genuinely agreed to by the Company and Employee.

1.15.21.14.2 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 IFAarrangement was made.

1.15.31.14.3 The Company must ensure that the IFA:

- (a) is in writing; and
- (b) includes the name of the Company and the Employee; and
- (c) is signed by the Company and the 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 Enterprise Agreement that will be varied by the IFAarrangement; 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.

1.15.41.14.4 The Company must give the Employee a copy of the IFA within fourteen (14) days after it is agreed.

1.15.51.14.5 The Company or the 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 the Employee agree in writing – at any time.

1.15 Right to request flexible work

1.15.1 An Employee may request a change in working arrangements relating to the following circumstances:

- (a) Is the parent of or has responsibility for, the care of a child who is of school age or younger; or
- (b) Is a carer within the meaning of the *Carer Recognition Act 2010*
- (c) Has a disability; or
- (d) Is 55 years of age or older; or
- (e) Is personally experiencing family or domestic violence;
- (f) Is providing personal care, support and assistance to a member of their immediate family or member of their household because they are experiencing family or domestic violence.

1.15.2 The employee is not entitled to make such a request, unless the employee has completed at least 12 months of continuous service with the Company immediately before making the request.

1.15.3 Such request must be made by the employee, and assessed by the Company on reasonable business grounds; in accordance with the provisions of s.65 of the *Fair Work Act 2009*.

1.16 — Supplementary Labour

~~1.16.1 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.~~

~~1.16.2 During the engagement of Supplementary Labour, no Employee of the same occupation who is able to transfer to this work will be declared surplus.~~

~~1.16.3 Supplementary Labour shall be appropriately qualified to undertake the work required.~~

~~1.16.4 The engagement of Supplementary Labour is to be used to support the existing Employees and not to reduce the workforce numbers.~~

~~1.16.5 In the event of a dispute over this process, the Parties are committed to the process outlined in the Dispute Resolution procedure as set out in the Agreement.~~

2. GENERAL EMPLOYMENT CONDITIONS

2.1 Employment Categories

2.1.1 Employees may be employed in any of the following manners:

- (a) Permanent (Full time or Part time)
- (b) Fixed Term (Full time or Part time)

2.1.2 Full-Time Employees

- (a) A full time employee is defined as someone who is engaged as such and required to work an average of 38 ordinary hours a week

2.1.3 Part-Time Employees

- (a) A part time employee is defined as someone who is engaged as such and works less than 38 hours per week
- (b) A part time employee shall accrue leave on a pro rata basis (to that of a full time employee). Where the hours vary from week to week, leave will accrue on all ordinary hours worked.

2.1.4 Fixed term employee

- (a) A fixed term employee may be employed on either a full time or a part time basis.
- (b) A fixed term employee will be engaged for a specific period. During that fixed term the employee will be considered to be a permanent employee consistent with the terms of this agreement, excluding Termination, notice period, redundancy.
- (c) The fixed term employment will have a commencement and end date.

2.12.2 Continuity Of Service

2.1.12.2.1 Where the Company or its successor (**the Transmitter**) transmits or assigns all or part of its business to another employer (**the Transmtee**) then Redundancy will not be payable to any Employee who accepts an offer of employment with the Transmtee, or a transfer between corporate structures or divisions, irrespective of whether the offer contains substantially similar and no less favourable conditions, considered on an overall basis; provided that the period of continuous service which the Employee has with the Company, or any prior Transmitter, is recognised as continuous service by the Transmtee.

2.1.22.2.2 Where an Employee rejects an offer of employment or transfer, then such rejection will not be characterised as a Redundancy or give rise to an entitlement to severance payment if the offer contains substantially similar and no less favourable conditions, considered on an overall basis, and the period of continuous service which the Employee has with the Company, or any prior Transmitter, is recognised as continuous service by the Transmtee.

2.1.32.2.3 A transfer of employment under the circumstances set out in this clause will not give rise to an entitlement to payment of any accrued entitlements, including but not limited to Long Service Leave, Annual Leave or Personal Leave. All such accrued entitlements will transfer to the Transmtee.

2.22.3 **Random Alcohol And Drug Screening**

2.2.12.3.1 ~~Random~~ Alcohol and drug screening will be conducted for Employees, wherever practical within a rostered turn of duty.

2.2.22.3.2 Employees will be afforded, within their turn of duty, sufficient time to be tested under the ~~random~~ alcohol and drug screening process not impinging upon their meal break or other rostered entitlements.

2.2.32.3.3 Employees will remain available to undertake normal duties for the remainder of their rostered hours on that day.

2.2.42.3.4 Where it is not possible to arrange ~~random~~ alcohol and drug screening during an Employee's normal rostered hours (for an Employee who is at work), the Employee will be advised of the appointment date and time, and will be released from part of ~~his/her~~ their duty for that day. In return, Employees are expected to show flexibility with regard to attendance for such purposes.

2.2.52.3.5 The procedure for ~~random~~ alcohol and drug screening will be by non-invasive tests being conducted on site, except where an Employee returns a non-negative result. Any changes to the procedure will be subject to consultation.

2.32.4 **Termination Of Employment**

2.3.12.4.1 Termination of Employment by the Company or the Employee shall be in accordance with the requirements of the *Fair Work Act 2009* (Cth) and by giving the relevant period of notice as set out in the following table:

Employee's period of continuous service with the Company at the end of the day the notice is given	Period
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

2.3.22.4.2 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 set out in the above table.

2.3.32.4.3 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 in lieu of the balance of the period.

2.3.42.4.4 An Employee may be terminated without notice for serious misconduct.

2.3.52.4.5 Where the Company has given notice of termination to an Employee, an Employee will be allowed up to one (1) days' time off without loss of pay for the purpose of seeking other employment, at a mutually agreed time.

2.3.62.4.6 Employees are required to return all Company issued uniform, Personal Protective Equipment (PPE) and equipment upon termination of their employment.

2.42.5 Redundancy

2.4.12.5.1 A Redundancy may occur where the Company determines that a job is no longer required. Where practicable, the process for Redundancies will provide for voluntary Redundancies in the first instance.

2.4.22.5.2 Where a Redundancy is proposed, the Company will undertake prior consultation with the affected Employee and their union, or other representative, regarding the reasons for the Redundancy; options or alternatives that may be available for the affected Employee and; other relevant information, including time of implementation.

2.4.32.5.3 Where a Redundancy occurs the following separation package will apply, dependent upon the individual circumstances as set out below:

- (a) Service Prior to 29 August 1999
 - i. The following separation payment is available only to Employees who were employed by the Public Transport Corporation up until 28th August 1999 and who have maintained continuous service with a successor entity (CGEA Pty Ltd/Connex Melbourne Pty Ltd or National Express Group Australia Pty Ltd) under Transfer of Business and who subsequently commenced employment with the Company on 30 November 2009. These arrangements apply only to recognised service up to and including 28 August 1999.
 - ii. The entitlement under this clause is: two (2) weeks per completed years of continuous service for up to a maximum of twenty (20) weeks' pay.
- (b) Service on or after 29 August 1999
 - i. All Employees, including those employed by CGEA Transport Pty Ltd/Connex Melbourne Pty Ltd, or National Express Group Australia Pty Ltd, or their successors, at any time on or after 29 August 1999, the following separation payments will apply:
 - Payment in lieu of notice of termination in accordance with clause **2-32.4**, subject to a minimum of four (4) weeks; and
 - Three (3) weeks' pay per completed year of service up to a maximum of twenty one (21) weeks' pay, calculated on service from 29 August 1999 onwards.
 - ii. In the case of eligible Employees, these payments will be in addition to any entitlement under subclause **2.4.32.5.3(a)ii**.

2.4.42.5.4 Application

- (a) The combined total maximum payment under the provisions of subclause **2.42.5** is forty-five (45) weeks, including payment in lieu of notice.
- (b) Any separation payments, whether calculated on service prior to or from 29 August 1999, will be calculated on a pro-rata basis for a part-time Employee.
- (c) These redundancy provisions apply only to Employees permanently employed by the Company and are not applicable to casuals, probationary, contract or fixed term Employees.
- (d) Redundant Employees will be eligible for payment of pro-rata Long Service Leave after completion of four (4) years' service.

2.4.52.5.5 Job Search Entitlement

- (a) An Employee given notice of termination in circumstances of Redundancy

will be allowed, at a mutually agreed time, up to one (1) days' time off without loss of pay during each week of notice for the purpose of seeking other employment.

- (b) If the Employee has been allowed paid leave for more than one (1) day during the notice period for the purpose of seeking other employment, the Employee must, at the request of the Company, produce proof of attendance at an interview or he or she will not receive payment for the time absent. For this purpose a statutory declaration will be sufficient.

2.52.6 Annual Leave

2.5.12.6.1 Full-time Employees are entitled to one hundred and fifty-two (152) hours (which is equivalent to four (4) weeks Annual Leave based on a standard roster of eight (8) hour shifts averaging thirty-eight (38) hours a week), exclusive of any Public Holidays that occur during a period of Annual Leave, after each fifty-two (52) weeks of continuous service.

2.5.22.6.2 Employees working to a seven (7) day shift work roster, which includes work on Sundays and/or Public Holidays, are entitled to one hundred and ninety-two (192) hours (which is equivalent to five (5) weeks based on a roster of eight (8) hour shifts averaging of 38 hours a week) Annual Leave after every fifty-two (52) weeks of continuous service.

2.5.32.6.3 Annual Leave must be taken in accordance with the Employee's rostered/ordinary hours.

2.5.42.6.4 Annual Leave does not count as a shift for Excess Shift purposes.

2.5.52.6.5 The following periods do not count as service for Annual Leave accrual purposes:

- (a) Any period of unauthorised absence; and
- (b) Any period of unpaid leave or unpaid authorised absence other than:
 - i. a period of absence on Community Service Leave taken under the provisions of the *Fair Work Act 2009* (Cth);
 - ii. a period of stand down under the provisions of clause 3.27 and 4.15 (Stand Down); or
 - iii. as provided for in the Fair Work Regulations 2009; or
 - iv. as provided for in clause 2.82.9 (Personal Leave).

2.5.62.6.6 Continuous service is not broken by any of the following:

- (a) Absence on accident pay or workers compensation subject to a maximum continuous period of fifty-two (52) weeks;
- (b) Absence on paid leave;
- (c) Authorised leave without pay up to twelve (12) continuous weeks provided that for any authorised leave without pay exceeding twelve (12) continuous weeks, the Annual Leave entitlement will be reduced as follows:
 - i. more than twelve (12) weeks but less than twenty-four (24) weeks - one quarter (1/4);
 - ii. twenty-four (24) weeks but less than thirty-six (36) weeks - one half (1/2);
 - iii. thirty-six (36) weeks but less than forty-eight (48) weeks - three quarters (3/4); and
 - iv. forty-eight (48) weeks or more - all leave due.

~~2.5.72.6.7~~ In addition to payment for Annual Leave, Employees are to be paid an Annual Leave loading of seventeen point five percent (17.5%) paid proportionately to the amount of Annual Leave taken, and paid at the same rates as the leave to which it applies, except that Employees who regularly work a seven (7) day shift roster and are rostered to work Sundays and/or Public Holidays are to be paid an annual leave loading of twenty percent (20%).

~~2.5.82.6.8~~ An Employee who requests to work a pattern of night shifts by way of mutual exchange or as a matter of personal preference does not comply with the definition of a shift worker and will only be entitled to one hundred and fifty-two (152) hours of Annual Leave and Annual Leave loading of seventeen point five (17.5%) percent each year.

~~2.5.92.6.9~~ Annual Leave accruals for part-time Employees are calculated on the weekly average of the ordinary hours worked during the leave year.

~~2.5.102.6.10~~ An Employee may seek approval to take Annual Leave in single day periods.

~~2.5.112.6.11~~ Any Employee who is sick whilst on Annual Leave may apply to substitute Personal Leave for Annual Leave; provided they supply a medical certificate from an Australia Health Practitioner Regulation Agency (AHPRA) registered medical practitioner verifying that they are incapacitated through illness to such an extent as would render them incapable of performing work. The Employee must advise their line manager while they are on Annual Leave that they have fallen sick while on leave and are in receipt of a medical certificate confirming same, ~~and must not use, and return when practicable, any annual leave pass issued for them and/or their dependants.~~

~~2.5.122.6.12~~ Reduction of Annual Leave

- (a) 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 payment are granted at the Company's discretion.
- (c) Employees must not be paid less than the rate of pay applicable to the Employee under this Agreement, than what would have been payable had the Employee taken this leave.
- (d) These arrangements must cease when Annual Leave credits for an individual have been reduced to four (4) weeks (five (5) weeks for shift workers) regardless of when this level of Annual Leave is reached.

~~2.5.132.6.13~~ Requirement to take Annual Leave

- (a) Employees are required to take each year's Annual Leave within fourteen (14) months of it accruing, unless otherwise agreed.
- (b) The Company may direct an Employee to take Annual Leave with thirty (30) days' notice where an Employee has accrued an Annual Leave balance in excess of eight (8) weeks (ten (10) weeks in the case of a Shift Worker). For the avoidance of doubt, for the purposes of this subclause the Annual Leave balance excludes any Annual Leave accrued before the commencement of the Agreement.

2.62.7 Long Service Leave

2.6.12.7.1 Entitlement

- (a) A full-time Employee is entitled to thirteen (13) weeks' Long Service Leave with pay after the completion of ten (10) years' continuous service.
- (b) Additional entitlements accrue at the rate of six and a half (6.5) weeks' leave with pay in respect of each additional period of five (5) years' completed continuous service.
- (c) The hours of Long Service Leave for a part-time (including Job-Share) Employee are calculated in proportion to the average hours of work each year.
- (d) Upon the death of an Employee, or where an Employee retires on account of ~~age or~~ ill health, 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. For Employees experiencing extenuating circumstances, leave will be provided subject to the discretion of the Company.
- (e) On cessation of Employment, an Employee who has completed a minimum of seven (7) years' continuous service has an entitlement to Long Service Leave which is computed on the basis of one point three (1.3) weeks' leave for each completed year of service.

2.6.22.7.2 Application

- (a) 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 subclause, half pay means pay computed at half the rate that would have been received had the Long Service Leave been granted at full pay.
- (b) 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.
- ~~(c) Employees can take all or a portion of their Long Service Leave at a mutually agreeable time, provided that a request for leave will not be unreasonably refused.~~
- ~~(c) An employee is entitled to take Long Service Leave at a particular time nominated by the employee, by giving notice, subject to an agreed quota to be managed locally. The length of written notice may be reduced by agreement between employee and the Company. The following criteria for notice will apply:~~
 - ~~i. **Stations and Authorised Officers** – where an employee applies for Long Service Leaves up to six months in advance the leave will be granted, provided qualified relief is available. Where the application is made greater than six months, the leave will be approved.~~
 - ~~ii. **Drivers**– the Company will provide a Long Service Leave availability roster 24 months in advance to allow employees to plan their leave. LSL availability as posted, shall be reduced when the available leave has been granted. The roster will be updated monthly at a minimum.~~

iii. Signallers—

(a) For 12 months from the date that the Enterprise agreement takes effect:

Where an employee applies for long service leave at any time up to 12 months in advance of the proposed leave commencement date then the application will be approved subject to available relief.

Where the application is made with a minimum of 12 months' notice of the proposed leave commencement date then the application will be approved subject to 1 person in each classification grouping (e.g. Area Controller, Depot Controller) being on leave at any one time. However additional applications may be approved if relief is available.

(b) 12 months from the date that the Enterprise Agreement takes effect:

Where an employee applies for long service leave at any time up to 6 months in advance of the proposed leave commencement date then the application will be approved subject to available relief.

Where the application is made with a minimum of 6 months' notice of the proposed leave commencement date then the application will be approved subject to 1 person in each classification grouping (e.g. Area Controller, Depot Controller) being on leave at any one time. However additional applications may be approved if relief is available.

iv. Train Controllers - Where an employee applies for long service leave at any time up to 12 months in advance of the proposed leave commencement date then the application will be approved subject to staff being available to cover the absence. Where the application is made with a minimum of 12 months' notice of the proposed leave commencement date then the application will be approved subject to 1 person in each classification grouping (e.g. TC 4 , TC 1) being on leave at any one time.

2.72.8 Parental Leave

2.7.12.8.1 The following provisions relating to Parental Leave (for birth or adoption) apply to Employees entitled to parental leave under the Fair Work Act 2009 (Cth).

2.7.22.8.2 Parental Leave means paid and unpaid Parental Leave, including Maternity Leave, Primary Carer Leave, Partner Leave and Adoption Leave as detailed hereunder.

- (a) Subject to the terms of this clause Employees are entitled to Maternity, Partner, Primary Carer Leave and Adoption Leave and to work part-time in connection with the birth or adoption of a Child.
- (b) For the purpose of this clause **Child** means a child of the Employee under the age of one (1) year, except for adoption ~~of a child~~ where child means a person under the age of sixteen (16) years who is placed with the Employee. ~~However for the purposes of adoption, other than a child or a~~ step-child of the Employee, or ~~of the spouse~~ a child of the partner of the Employee, or a child who has previously lived continuously with the Employee for a period of six (6) months or more is excluded from this clause.
- (c) An **Eligible Casual Employee** is as defined in the National Employment Standards.

~~(d) Spouse includes a de facto or former spouse, except in relation to Adoption~~

~~Leave which does not include a former spouse.~~Entitlement

- (d) After twelve (12) months' continuous service parents are entitled to a combined total of fifty-two (52) weeks' paid and unpaid Parental Leave on a shared basis, or in the case of an Eligible Casual Employee fifty-two (52) weeks' unpaid leave, in relation to the birth or adoption of their Child.
- (e) An employee who takes parental leave in accordance with 2.8.2 may request an extension of unpaid leave for a further period up to 12 months, immediately following the end of the available parental leave period
- (f) Parental Leave is to be available to only one (1) parent at a time, in a single unbroken period, except that both parents may simultaneously take:
- i. An unbroken period of not longer than eight (8) weeks for Maternity and Partner leave at the time of the birth of the Child; and
 - ii. An unbroken period of not longer than eight (8) weeks for Adoption Leave, at the time of placement of the Child.
 - iii. An Employee may change the period of Parental Leave. Any request should preferably be at least four (4) weeks prior to the commencement of the changed arrangements.

2.7.32.8.3 Parental Leave and Other Entitlements

In conjunction with Parental Leave an Employee may access any Annual Leave or Long Service Leave entitlements which they have accrued, approved unpaid leave, subject to the total amount of leave not exceeding fifty-two (52) weeks the period agreed at 2.8.2(e).

2.7.42.8.4 Returning to Work After a Period of Parental Leave

- (a) The Employee is to notify of their intention to return to work after a period of Parental Leave at least four (4) weeks prior to the expiration of the leave.
- (b) The 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, they 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.

2.7.52.8.5 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 they will inform that person of the temporary nature of the employment and of the rights of the Employee who is being replaced.

2.7.62.8.6 ~~Maternity Leave~~ Parental Leave, Primary Carer LeaveEntitlement

- (a) An Employee who has completed twelve (12) months service by the date of commencement of Maternity Leave is entitled to ~~Maternity L~~leave with pay for a

total period of ~~twelve (12)~~ fourteen (14) weeks (based on a standard roster of ~~eight (8)~~ seven point six (7.6) hour shifts averaging thirty-eight (38) hours a week). An Employee may elect to take the paid component of their Maternity/Parental Leave (~~twelve (12)~~ fourteen (14) weeks) at half pay, i.e. half pay over ~~twenty-four (24)~~ twenty-eight (28) weeks, ~~so long as the total period of Parental Leave is not extended.~~

- (b) ~~Where a~~ An eligible Employee has been employed on a part-time basis ~~for all or a portion of a continuous period of employment of twelve (12) calendar months;~~ the Employee is entitled to be granted leave. Paid Parental Leave for part-time Employees is calculated on either: on a proportionate basis.

~~Paid Maternity Leave for part-time Employees is calculated on~~
 i. the weekly average of the ordinary hours worked during the previous twelve (12) months before commencing Maternity Leave; or
 ii. the minimum contracted hours.

Whichever is the greater.

- (c) Eligible casual Employees and Employees who have not completed twelve (12) months service as per subclause ~~2.7.6~~ 2.8.6 (a) are only entitled to unpaid leave.
- (d) Payment in respect of Maternity/Parental Leave will not be made in advance, ~~but paid in.~~ Payment will be made in accordance with ~~normal arrangements for payment of salary~~ the usual pay cycle.

Certification

- (e) The Employee must provide a certificate from a ~~legally qualified~~ registered medical practitioner stating that the Employee is pregnant and specifying the date of the expected birth.
- (f) This medical certificate must be provided no later than ten (10) weeks before the expected date of birth ~~or as soon as practicable, unless the Employee could not do so because of the premature birth of the Child or any other compelling reason, in which case the Employee should do so as soon as reasonably practicable.~~
- (g) If the Employee wishes to continue to work during the period of six (6) weeks before the expected date of birth of the Child, the Employee is required to provide a medical certificate stating that ~~the Employee is~~ they are fit to work given the nature of the Employee's job, ~~or whether it is inadvisable for the Employee to continue in the Employee's normal job for a stated period because of illness or risks arising out of the pregnancy or hazards connected with the Employee's work. In such cases the twelve (12) week period of Maternity Leave will then be due to commence immediately after the date to which the Employee has been allowed to continue on duty.~~
- ~~(h) Where permission is given for an Employee to continue to perform duty and the Employee is unexpectedly confined before the date up to which the Employee had been given permission to remain on duty, the permission to remain on duty ceases to have effect and the required period of absence commences from the date of confinement.~~
- (h) Resumption of duty is not permitted earlier than six (6) weeks after the birth of the child unless the Employee provides a medical certificate stating that the Employee is fit to work given the nature of the Employee's job.
- (i) Where the confinement occurs more than six (6) weeks prior to the expected date of delivery the total period of ~~twelve (12)~~ fourteen (14) weeks should be

- counted from the actual date from which Maternity/Parental Leave is granted for the birth mother.
- (j) Where the employee will be the Primary Carer of the child, they are to provide a statutory declaration stating they will be the primary carer and their partner will not be the primary carer for the child.
- (k) Where 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/Parental Leave.

~~2.7.7 Additional Leave~~

~~Employees may be granted additional leave, after the period of paid Maternity Leave has expired, as a deduction from other leave credits and/or leave without pay, however the maximum leave granted both paid and unpaid (including the period of paid Maternity Leave) should not exceed fifty two (52) weeks.~~

2.7.8.2.8.7 Transfer to a Safe Job

- (a) Where an Employee is pregnant and, in the opinion of a registered medical practitioner, illness or risks arising out of the pregnancy or ~~hazards connected with the work assigned to the Employee~~risks with the work make it inadvisable for the Employee to continue ~~at the Employee's present work~~, the Employee will, if the Company deems it practicable, be transferred to a safe job at the rate and on the conditions ~~attached to the safe job~~attached at the Employee's full rate of pay prior to the transfer until the commencement of Maternity/Parental Leave.
- (b) If the transfer to a safe job is not practicable, the Employee may ask, or the Company will pay an eligible Employee 'no safe job' pay. If the Employee is not eligible they may be required ~~the Employee~~ to commence Parental Leave for such period as is certified necessary by a registered medical practitioner. In such cases the fourteen (14) week period of Parental Leave will then be due to commence.

2.7.9.2.8.8 Special Maternity Leave

- (a) Where the pregnancy of an Employee not then on Maternity Leave terminates after twenty-eight (28) weeks other than by the birth of a living Child, then the Employee may take unpaid Special Maternity Leave of such periods as outlined in 2.8.6(a) and a registered medical 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 Personal Leave to which the Employee is entitled in lieu of or in addition to Special Maternity Leave.~~
- ~~(c)~~(b) Where an Employee not then on Maternity Leave suffers illness related to the Employee's pregnancy, the Employee may take any paid Personal Leave, ~~to which the Employee is then entitled and such further unpaid Special Maternity Leave as a registered medical practitioner certifies as necessary before the Employee's return to work.~~ The aggregate of paid Personal Leave, Special Maternity/Parental Leave and/or Parental Leave, ~~including Parental Leave taken by a spouse,~~ may not exceed the period in 2.8.2(e). fifty two (52) weeks.
- ~~(d) When an Employee gives notice of the intention to take Maternity Leave the Employee must provide a statutory declaration stating particulars of any period of Partner Leave sought or taken by the Employee's spouse and that for the period of leave the Employee will not engage in any conduct inconsistent with the Employee's contract of employment.~~

2.7.102.8.9 Partner Leave

Entitlement

- (a) An Employee who has completed twelve (12) months' continuous service at the date of birth of a Child, ~~and who makes a statutory declaration that the Employee is the father of, or they have accepted responsibility for, the care of a Child,~~ may be granted Partner Leave with pay for a period ~~not exceeding of~~ one (1) week (based on a standard roster of ~~eight (8) seven point six (7.6)~~ hour shifts averaging thirty-eight (38) hours a week), ~~or for periods that in the aggregate do not exceed one (1) week,~~ or in the case of an eligible casual Employee unpaid leave, provided that it commences not more than:
- i. One (1) week prior to the expected date of birth of the Child;
 - ii. Five (5) weeks after the birth of the Child. ~~(This means the leave should be completed no later than six (6) weeks after the birth).~~
- (b) A part-time Employee is entitled to be granted Partner Leave ~~on a pro-rata basis~~ calculated on either:
- i. the weekly average of the ordinary hours worked during the previous twelve (12) months before commencing leave; or
 - ii. the minimum contracted hours,
- Whichever is the greater.

- ~~(b)~~(c) Eligible casual Employees and Employees who have not completed twelve (12) months service in accordance with subclause 2.7.102.8.9 (a), are entitled to unpaid leave only.

Certification

- (d) The Employee must provide a certificate from a registered medical practitioner stating that the Employees' partner is pregnant and specifying the date of the expected birth. This medical certificate must be provided no later than ten (10) weeks before the expected date of birth.

Application

~~In cases of a still birth of a Child, 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.~~

Additional Leave

- ~~(e)~~(e) An Employee may also apply to be granted unpaid Partner Leave ~~on the proviso that the Employee will be the primary care giver for a 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~~ the requirements of clause 2.8.2(f) are met. The maximum period of leave granted, both paid and unpaid, should not exceed ~~fifty-two (52) weeks~~ the period provided in 2.8.2(e).

Certification for Additional Leave

- ~~(e)~~(f) In applying for unpaid Partner Leave the Employee must provide to the Company at least ten (10) weeks prior or as soon as practicable, to each proposed period of Partner Leave, a certificate from a registered medical practitioner which names the spouse/partner, states that the Employee's spouse/partner is pregnant

and the expected date of birth, ~~or states the date on which the birth took place; and written notification of the dates on which the Employee proposes to start and finish the period of Partner Leave; and a statutory declaration stating:~~

~~i. they will take that period of Partner Leave to become the primary caregiver of a Child;~~

~~ii. particulars of any period of Maternity Leave sought or taken by the Employee's spouse;~~

~~that for the period of Partner Leave they will not engage in any conduct inconsistent with their contract of employment.~~

~~This medical certificate must be provided no later than ten (10) weeks before the expected date of birth of the Child unless the Employee could not do so because of the premature birth of the Child or any other compelling reason, in which case they should do so as soon as reasonably practicable.~~

Special Partner Leave

~~(e)(g) In cases of a stillbirth of a Child, paid Partner Leave may be granted subject to medical evidence, but not in cases where the pregnancy terminates earlier than twenty (20) weeks prior to the expected date of delivery~~

2.7.142.8.10 Adoption Leave

Entitlement

- (a) An Employee who has completed twelve (12) months' continuous service, or an eligible casual Employee, may take leave for the purposes of adopting a Child.
- (b) 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.
- (c) 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 pre-adoption leave. Where paid leave is available to the Employee, the Company may require the Employee to take such leave instead.

Certification

- (d) Before commencing Adoption Leave, an Employee will provide the Company with a statutory declaration stating:
 - i. that the Employee is seeking Adoption Leave to become the primary caregiver 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.
 - iv. the Company may require an Employee to provide confirmation from the appropriate government authority of the placement.

Notification

- (e) The Employee is to 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.

- (f) Where the placement of a Child for adoption with an Employee does not proceed or continue, the Employee is to 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 subclauses 2.7.11 (e) and 2.7.11 (f) 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.~~

2.82.9 Personal Leave

2.8.12.9.1 Personal Leave means paid and unpaid Personal Leave, including Sick Leave and Carers Leave, as detailed hereunder.

Definition

- (a) Paid Personal Leave will be available to an Employee when they are unable to attend for work due to the Employee:

- i. not being fit for work because of a personal illness, or personal injury, affecting the Employee (**Sick Leave**); or
- ii. providing care or support to a member of the Employee's Immediate Family, or a member of the Employee's household, who requires care or support (**Carers Leave**) because of:
 - a personal illness or personal injury affecting the member; or
 - an unexpected emergency affecting the member.

- (b) **Immediate Family** is defined as:

- i. a spouse, 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.

2.8.22.9.2 Day in respect of payment means the amount to be taken in accordance with the Employee's rostered/ordinary hours and excludes any incentive based payments, shift allowances or penalty rates. Personal Leave does not count as a shift for Excess Shift purposes.

Entitlement

- (a) A full-time Employee accrues Personal Leave progressively on a pro rata basis at the rate of one hundred and twenty (120) hours (fifteen (15) days based on a standard roster of eight (8) hour shifts averaging thirty eight (38) hours a week) per year of service.
- (b) A part-time Employee accrues Personal Leave progressively on a pro rata basis relative to the average hours of work in the previous twelve (12) months.

~~(c) An employee who would otherwise be entitled to paid personal leave and is suffering a long term illness, but has insufficient entitlement, may be able to use either annual leave or long service leave. Subject to the discretion of the Company and the requirements of this clause.~~

~~(e)~~(d) For the purpose of this clause (2.8.22.9.2 (a)), 'years', or 'year of service', means the period between the date of commencement of employment in any year and the anniversary of the commencement of employment in the next

year.

~~(d)~~(e) Unused Personal Leave accumulates from year to year without limitation.

2-8-32.9.3 Sick Leave

Notification of Absence

- (a) An Employee is to inform the Company of their inability to attend for work because of personal illness or injury as soon as is reasonably practicable and in accordance with local requirements in regard to notification, and as far as practicable, state the estimated duration of absence. Notification should be given, if reasonably practicable, at least two (2) hours prior to the Employee's shift commencement time.
- (b) An Employee must advise the Company of their intention to resume duty as soon as they become aware of their ability to do so.

Certification

- (c) An Employee must provide satisfactory evidence that he or she was unable to attend for duty due to illness on the day or days for which Sick Leave is claimed.
- (d) Applications for leave of absence on the grounds of illness are to be supported by a certificate from a registered medical practitioner which must state that in the practitioner's opinion the Employee is unfit for work because of a personal illness or injury.
- (e) Applications for leave of absence on the grounds of illness, without the production of a medical certificate cannot exceed five (5) days in any Sick Leave year of service provided that the maximum number of consecutive days that will be approved without a medical certificate is two (2).
- (f) Where exceptional circumstances arise that the Employee is unable to obtain a medical certificate, then a statutory declaration can be submitted stating the reason why a medical certificate could not be obtained. Failure to provide sufficient information about why a medical certificate could not be obtained will result in the paid leave application being rejected.
- (g) An Employee is not required to furnish a medical certificate whilst an inpatient at a registered hospital but must provide satisfactory evidence of their admission and duration when practicable to do so; or where the Company's medical practitioner indicates an unfitness for duty following a medical examination.
- (h) The Company shall monitor Employee Sick Leave absences, without a medical certificate and those where statutory declarations have been submitted. Consequently, the Company can require that any future absences must be supported with a certificate from a registered medical practitioner in order to be classified as paid Sick Leave.
- (i) An Employee is not to be paid Sick Leave for any period during which they are absent from work because of personal illness or injury for which they are receiving accident pay or workers compensation, or for other than ordinary hours of employment.

2-8-42.9.4 Absence during an Industrial Stoppage

Employees who are directly involved in an industrial stoppage will not be paid leave of absence for any illness or injury on any working day or shift affected by the stoppage.

2-8-52.9.5 Carer's Leave

Entitlement

- (a) An Employee is entitled to use, in accordance with this clause ([2-8-52.9.5](#)), any Personal Leave entitlement to provide care and support to a member of their immediate family or member of their household, who requires care or support because of a personal illness or injury or an unexpected emergency affecting the member.
- (b) The entitlement to use Personal Leave in accordance with this clause ([2-8-52.9.5](#)) is subject to:
 - i. the Employee providing care for the person concerned; and
 - ii. the person concerned being either a member of the Employee's immediate family or a member of the Employee's household.
- (c) In normal circumstances an Employee must not use Personal Leave in accordance with this clause where another person has taken leave to care for the same person.
- (d) An Employee who requires Carer's Leave may also utilise the following provisions of this Agreement:
 - i. Annual Leave consistent with clause [2-52.6](#)
 - ii. Time off in lieu of payment for Overtime consistent with clause [2-112.12](#);
 - iii. Make-up time consistent with clause [2-122.13](#); and
 - iv. Up to two (2) days unpaid Carers Leave on each occasion.
- (e) In addition, the Company may approve additional unpaid leave for the purpose of providing care to a family member who is ill or has suffered an injury.

Certification

- (f) To be entitled to Carer's Leave, the Employee is to provide the Company with a medical certificate from a registered medical practitioner stating that a member of their immediate family or members of their household require care or support because of personal illness, injury or unexpected emergency. This certificate must be provided as soon as reasonably practicable before or after the leave commences.
- (g) Further to [2-8-52.9.5](#) (f), an Employee may provide a statutory declaration in lieu of a medical certificate for a single day of absence only with a maximum of five (5) separate days in any Personal Leave year.
- (h) Failure to provide sufficient certification in accordance with [2-8-52.9.5](#) (f) and (g) will result in the paid leave application being rejected.

Notification of Absence

- (i) Where Carer's Leave is required, the Employee is to notify the Company of their inability to attend work as soon as is reasonably practicable in accordance with local notification requirements and to indicate, as far as possible, the estimated duration of the absence. If reasonably practicable, the Employee is to provide at least two (2) hours' prior notice of such absence.

[2-92.10](#) **Compassionate/Bereavement Leave**

[2-9-12.10.1](#) **Compassionate Leave**

- (a) An Employee is entitled to three (3) days of Compassionate Leave for each occasion when a member of the Employee's immediate family, or a member of the Employee's household (as defined in clause ~~2.8.1(b)~~2.9.1(b)):
 - i. Contracts or develops a personal illness that poses a serious threat to his or her life; or
 - ii. Sustains a personal injury that poses a serious threat to his or her life.
- (b) To be entitled to Compassionate Leave the Employee is to provide the Company with a medical certificate from a registered medical practitioner stating that a member of the Employee's immediate family or member of their household has a personal illness or injury that poses a serious threat to their life. This documentation must be provided as soon as reasonably practicable before or after the leave commences.

2.9.22.10.2 Bereavement Leave

- (a) An Employee is entitled to three (3) days of Bereavement Leave for each occasion when a member of the Employee's immediate family, or a member of the Employee's household (as defined in clause ~~2.8.1(b)~~2.9.1(b)) dies.
- (b) To be entitled to Bereavement Leave the relationship of the Employee to the deceased must be established either by a newspaper-cutting death notice, or where this is not conclusive, by a statutory declaration submitted to the Company.

2.9.32.10.3 Application

- (a) Payment in respect of Compassionate or Bereavement Leave is to be made only where the Employee otherwise would have been on duty, and is not to be granted in any case where, for instance, the Employee would have been off duty in accordance with the Employee's roster including Annual Leave, Long Service Leave, Personal Leave, injury leave, leave without pay or on a Public Holiday.
- ~~(b) Subject to the maximum of three (3) days in total, Bereavement Leave is restricted to the period from the day of death of the Employee's immediate family, or a member of the Employee's household, to the day after the day of the funeral, or formal locally held memorial service in respect of a death outside of Australia.~~
- (c)(b) Where circumstances arise that the Employee has to undertake significant travel as a result of a death/attendance at a funeral of a family member, then the Company may at its discretion, grant additional Bereavement Leave.

2.102.11 Special Leave – Family Violence

2.10.12.11.1 General Principle

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.

2.10.22.11.2 Definition of Family Violence

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.

2.10.32.11.3 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.

2.10.42.11.4 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 will be required by the Company before granting paid Special Leave, in accordance with clause 2.10.32.11.3. An Employee experiencing family violence may raise the issue with their immediate manager or People and Performance (human resources), or other representative.
- (b) An Employee may apply for additional leave based on the individual circumstances, leave will be granted at the discretion of the Company.
- (c) An Employee may apply for Carers Leave in accordance with clause 2.8.52.9.5 to support someone who is experiencing Family Violence. This may include accompanying the person to Court, to hospital or to mind children.

2.10.52.11.5 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 pattern 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.

2.12 Community Service Leave (incl. Jury Service)

2.12.1 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), however if an Employee is required to attend for Jury Service they shall be paid as per roster provided the Company receives proof of their attendance.

2.12.2 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 General Manager.

2.12.3 For the avoidance of doubt, employees who take leave to voluntarily support emergency service activities will be paid at the same rate that they would have received if they worked their rostered shift with the Company.

2.12.4 Release for volunteer activity is subject to no undue inconvenience being caused in the Employee's absence.

2.12.5 Whenever reasonably practicable the period of release should indicate a minimum rest period of eight (8) hours (or in the case of Driver Grades, clause 4.7.2 applies) following cessation of such activity and before commencement of ordinary duty.

2.12.6 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.

2.12.7 Community Service Leave does not count as a shift for Excess Shift purposes.

2.12.13 Time In Lieu

- (a) Employees may elect, with the consent of the Company, to take time off in lieu of payment for Overtime at a time or times agreed with the Company.
- (b) Overtime taken as time off during ordinary time hours shall be taken at the ordinary time rate, which is an hour for each hour worked.
- (c) This time is to be taken within four (4) weeks of the Overtime being worked.

2.12.14 Make-Up Time

Employees may elect, with the consent of the Company, to take time off during ordinary working hours and work those hours at a later time.

2.13.15 Shiftwork Allowances

- (a) Employees are to be paid shift allowances, the amount of which is contained in Schedule C of the Agreement, as appropriate for all time worked on an Early Morning Shift, Afternoon Shift or Night Shift excluding Overtime, or any other time which is payable in excess of single rate.
- (b) Shifts are defined as follows:
 - i. **Early Morning Shift** means a shift which is rostered to commence at or between 0400 and 0530.
 - ii. **Afternoon Shift** means a shift which is rostered to commence before 1800 and conclude at or after 1830.
 - iii. **Night Shift** means a shift which is rostered to commence at or between 1800 and 0359 hours.
- (c) In calculating these allowances, parts of an hour of less than thirty (30) minutes are to be disregarded and from thirty (30) to fifty-nine (59) minutes are to be paid as for one (1) hour.

2.13.2 Permanent Night Shift Allowance

- (a) Employees who:
 - i. Work Night Shift only;
 - ii. Remain on Night Shift for a longer period than four (4) consecutive weeks; or
 - iii. Works on a Night Shift which does not rotate or alternate with another shift, or with day work, so as to give them at least one-third (1/3) of their working time off Night Shift in each work cycle;

are to be paid an additional amount for each hour worked, as provided in Schedule C of the Agreement - excluding Overtime or any other time which is payable in excess of single rate. In such case the normal Night Shift Allowance does not apply.
- (b) The Permanent Night Shift Allowance does not apply to Employees who request to work a pattern of Night Shifts by way of mutual exchange or as a matter of personal preference.

2.142.16 Limitation of Penalty Payments

Where the Agreement provides for more than one (1) penalty payment on any one (1) day, Employees will be paid only the highest and not both.

2.152.17 Public Holidays

- (a) All full-time and part-time Employees (subject to the exclusion under clause [2.17](#) (e)) are entitled to paid leave of absence on:
 - i. Good Friday, Easter Saturday and Easter Monday;
 - ii. Christmas Day and Boxing Day provided that should such days fall on a Saturday or Sunday they are to be observed on 27 and 28 December respectively;
 - iii. New Year's Day / Australia Day provided that should it fall on a Saturday or Sunday it is to be observed on the following Monday;
 - iv. Any of the following days which are proclaimed by the Victorian Government: Australia Day, Labour Day, Anzac Day, Queen's Birthday and Melbourne Cup Day; and

- v. Any other days which are proclaimed from time to time as public holidays by the Victorian Government.
- (b) The Company and a majority of affected Employees may agree to substitute another day for any Public Holiday provided the agreement is recorded in writing and made available to each affected Employee.
- (c) Pay for one (1) days' leave of absence (as per clause ~~2.15~~2.17(a)) means an amount calculated in accordance with the Employee's rostered/ordinary hours and does not count as a shift for the purpose of Excess Shifts.
- (d) Part-time Employees who are rostered to work on a Public Holiday but who are not required to work that day are to be paid for the hours that they were rostered at single rate of pay.
- (e) Part-time Employees who are not required to work and not rostered to work on a Public Holiday are not entitled to paid leave of absence.
- (f) For full-time Employees who are not rostered to work and not required to work on the Public Holiday, the provision of paid leave of absence does not apply where the Employee is not available for duty on the Public Holiday, except those who are sick for a continuous period not exceeding one (1) week or where work is resumed on the first (1st) working day after the Public Holiday. This includes where an Employee is on Annual Leave or accident leave with pay.
- (g) For full-time Employees who are not rostered to work and not required to work on the Public Holiday, the provision of paid leave of absence will not be made for the Public Holiday for Easter Saturday, or Anzac Day when it falls on a Saturday or Sunday.
- ~~(h)~~ (h) ~~Full time~~ Employees who are rostered to work on a Public Holiday (other than a Sunday) will:-
- ~~i. be paid at the rate of double time and a half for all time worked; or~~
- ~~ii on request, be paid at the rate of time and a half for the time worked and also receive either:~~
- ~~• in the case of full time employees, one (1) day's leave of absence in lieu of the Public holiday; or~~
 - ~~• in the case of part time employees, a credit of the number of hours worked on the public holiday~~
- ~~receive one (1) days' leave of absence in lieu plus be paid at the rate of time and a half for the time worked; or on request shall instead be paid at the rate of double time and a half for the time worked.~~
- ~~(h)(i)~~ (i) Full-time Employees who are rostered to work on a Public Holiday falling on a Sunday, or who work on a Public Holiday on which they are not rostered to work, are to be paid for the time worked at the rate of double time and half.
- ~~Part time Employees who are rostered to work on a Public Holiday will be paid at the rate of double time and a half for the time worked.~~
- ~~(i)(i)~~ (i)(i) ~~Except as provided in 2.17(k) if the an~~ Employee has not otherwise taken the leave of absence accrued in lieu of payment under this clause, it will be paid out in full, in the first full pay period at the beginning of ~~December~~ September each year. For the avoidance of doubt, this does not include any leave accrued prior to the commencement of the 2015 Agreement.

- (k) This clause applies to Train Controllers, Signallers, Driver Allocation Officers (DAOs) and Train Drivers.
- i. Provided an employee applies for a leave of absence under this clause within the 12 month period, the leave of absence will accrue if the Company is unable to grant the request for leave.
- ii. Employees must apply for the accrued Public Holidays within the 12 month period (from first pay period of September to the last pay period in August). If the Company is unable to grant the leave for the public holidays accrued, the employee will be able to maintain the accrual until the leave is approved. Provided that any accruals above 10 days will be paid out in the first pay period after the expiry of the Agreement.

2.162.18 Accident Make-Up Pay

- (a) For the purpose of this clause Accident Make-Up Pay means increasing the Employee's pay to an amount of money equivalent to the Employee's appropriate base weekly rate of pay at the time of ceasing duty, following the Employee experiencing an injury accepted under the relevant state legislation.
- (b) An Employee, who receives payment of workers compensation in the terms of the relevant state legislation and who continues to receive such payment shall be paid Accident Make-Up Pay by the Company, provided that:
- i. Accident Make-Up Pay will only be payable while the Employee remains in the employment of the Company;
 - ii. An Employee on compensation is required to declare all workers compensation claims made by the Employee and in the event of false or inaccurate information being deliberately and knowingly declared, the Employee may forfeit any entitlement to Accident Make-Up Pay;
 - iii. The period of Accident Make-Up Pay is not to exceed a total of fifty-two (52) calendar weeks from the date of the injury, for any one (1) injury;
 - iv. Accident Make-Up Pay is not to be paid where any period of other paid leave of absence has been granted;
 - v. The Company is not to dismiss any Employee by reason only of the Employee being in receipt of Accident Make-Up Pay;
 - vi. An Employee off duty and in receipt of Accident Make-Up Pay will continue to receive payments of any acting in higher allowance being paid at the time of the injury for the full period that the Employee would have continued to so act; and
 - vii. An Employee who has submitted a claim for workers compensation and is absent from duty for more than one (1) week and where it is apparent there may be a delay in the assessment of the Employee's claim, may be paid Personal Leave (subject to the availability of credits) pending determination of the claim.
- (c) The Accident Make-Up Pay amount shall be calculated by increasing the weekly amount of compensation due to be paid under the relevant state legislation up to the amount of the Employee's weekly base rate of pay which would have been payable under the Agreement. Payments for absences of less than one (1) week in duration shall be calculated as a proportion of the weekly base rate of pay.

- (d) For the purpose of this clause "injury" shall be given the same meaning and application as applying under the relevant state legislation.
- (e) For the purposes of this clause "relevant state legislation" shall mean the Accident Compensation Act 1985 Workplace Injury Rehabilitation and Compensation Act 2013 (Vic), as amended from time to time or any replacement legislation, whichever is applicable.

2.172.19 Payment of Wages

- (a) Employees will be paid fortnightly by electronic funds transfer prior to noon on Thursday following the completion of each fortnightly pay period. There will be no advance payment of wages where an Employee is absent from work on the normal pay day because of Annual Leave.
- (b) Employees who have reasonable access to a computer will be able to access their pay advice electronically and a hard copy will not be provided.

2.182.20 Probation

- (a) Unless an Employee's letter of engagement provides for a longer period to cater for a designated training period, the duration of probation will be three (3) months.
- (b) Immediately prior to the expiration of the probation period, the Company will either confirm the Employee's appointment or terminate their employment unless it considers offering an extension to their probationary employment for a period of no more than three (3) months.

2.192.21 Salary Maintenance – Appointment of Redeployed Employee

Salary maintenance may occur where an Employee's position becomes surplus to requirements and they are redeployed to a position with a lower classification, subject to the following:

Employees Engaged Prior to 1 July 2004

- (a) Employees who were employed prior to 1 July 2004, who are or become subject to salary maintenance, may elect the option of a lump sum payment in lieu of salary maintenance, equal to twelve (12) weeks of the difference between the base rate of their appointed position and the position to which they are to be redeployed. Employees who are on salary maintenance arrangements prior to the certification of this Agreement will continue to remain on these arrangements.
- (b) Those who do not elect the lump sum will remain on salary maintenance arrangements. Where an employee becomes subject to salary maintenance after the certification of this Agreement, the employee's rate of pay will not be entitled to increases due under the Agreement until such time as the maintained rate is reached.
- (c) Where the Employee elects to remain on salary maintenance, the Company will maintain the Employee's substantive rate of pay for ordinary hours of work (seventy-six (76) per fortnight). Any payment other than ordinary hours, (including penalty payments that are attributed to the ordinary hours of work) is to be paid at the rate for the classification of the position being occupied.
- (d) In order to retain their salary maintenance, the Employee is required to transfer to a suitable position up to the level of their classification whenever one becomes available. In determining whether a position is considered to

be suitable, the skills, attributes and qualifications of the Employee will be compared with those required of the vacant position. Other factors to be taken into consideration will be the distance of the new worksite from the Employee's home compared with their current travel patterns; whether the new position requires the Employee to make significant changes to their work practices, such as the working of shifts; and the physical requirements of the position. Where a vacant position is considered suitable and the Employee refuses to accept a transfer he/she will be reduced in classification to the level of the position that they are currently occupying.

~~2.19.2~~ Employees Engaged After 30 June 2004

- ~~(a) — Employees engaged after 30 June 2004, who are redeployed and appointed to a position of lower classification and remuneration, will be paid a lump sum amount equal to the difference between the base rates of their previous appointed position and the redeployed position, for a period of twelve (12) weeks.~~
- ~~(b) — This lump sum amount will be in lieu of maintenance of previous wages and salaries and appointment will be at the level of the redeployed position.~~
- ~~(c)~~ (e) Employees who are redeployed or demoted to an alternative position on performance and/or disciplinary grounds do not have entitlement under this clause.

2.20.22 ~~Sacrifice Agreement / Salary Packaging~~ Superannuation

2.22.1 The Company shall make superannuation contributions to the superannuation fund, nominated by the employee, regardless of age, subject to:

- (a) The employee being entitled to nominate the complying superannuation fund of scheme, in accordance with the *Superannuation Guarantee (Administration) Act 1992*, to which contributions may be made.
- (b) Contributions shall be paid on behalf of employees, regardless of age.
- (c) Contributions shall be paid on a monthly basis, at a minimum, in line with the superannuation guarantee arrangements.
- (d) In the event that the employee does not nominate a preferred fund within four (4) weeks of commencing employment VicSuper shall become the default fund.

~~2.20.12.22.2~~ The Agreement shall enable Employees of the Company are able to make 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 Australian Taxation Office.~~
- ~~(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)(b) 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)(c) Employee contributions to the Revised, New or Transport Defined Benefit Superannuation schemes are excluded from this salary sacrifice agreement.~~

~~2.20.22.22.3~~ 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.

~~2.20.32.22.4~~ Employees may only vary their salary sacrifice arrangement on ~~one (1) further~~ two occasions each calendar year, unless there are extenuating circumstances i.e. financial hardship.

~~(h) Should an Employee experience hardship then they must advise the Company of their need to alter their existing salary sacrifice arrangement.~~

~~(i) 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.~~

~~(j) 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.~~

~~(k) Employees wishing to enter into a salary sacrifice arrangement must complete a “Payment of Superannuation Contributions from Pre Tax Salary” form.~~

2.23 Novated Lease

Subject to the requirements set out in this clause ~~(2.20)~~, Employees may also enter into Novated Leasing arrangements on the basis that the arrangement is between the Employee and the third party provider and that there is no additional cost to the Company to facilitate this arrangement.

2.212.24 Travel Pass Entitlement

~~2.21.12.24.1~~ Employee Free Travel Authority (**EFTA**) (or equivalent)

(a) Eligibility

An EFTA will be issued to full-time and permanent part-time Employees of the Company for the respective period of their employment. Employee's employed under agency or consultancy arrangements are not eligible to be issued with an EFTA.

(b) Personal Use Only

- i. The EFTA are for the Employee's personal use whilst employed with the Company. They are to be kept secure at all times and are not to be given to anyone else, for any purpose.
- ii. Any Employee who knowingly allows someone else to use their EFTA will have the EFTA withdrawn for a period of up to two years in accordance with Public Transport Victoria (PTV) policy.

(c) Leave of Absence without Pay

An Employee absent for greater than three (3) months' leave without pay must return their EFTA prior to taking for such leave.

(d) Travel Availability

- i. The EFTA is available for first class travel on the following services:
 - Melbourne metropolitan trams, trains and buses (both Government and privately owned).
 - V/Line Passenger services including V/Line rail replacement coach services.
- ii. The EFTA does not permit travel on the following services:
 - Interstate trains beyond Albury or Wolsley;
 - Chartered trains, trams and buses;
 - Tourist railways and trams; and
 - Privately operated country and provincial city route buses unless designated a V/Line service.

(e) Reservations

Travel is permitted on services requiring compulsory seat bookings but reservations on these services can only be made in the twenty-four (24) hours prior to travel, unless otherwise provided.

(f) Termination

An Employee who retires, resigns or whose service is terminated for any reason (including Redundancy) must return their EFTA on the final day of service. The Company may withhold any final payments due to a terminating Employee until these items have been returned to company.

- (g) Employees are required to return their EFTA when they resign or have their employment terminated.

- (h) Where they fail to do this a charge of five hundred dollars (\$500) will apply and the Employee will be required to make the full payment within thirty (30) days of being advised by the Company.

[2.21.22.24.2](#) Intrastate Leave Passes

Employees granted paid leave of absence for a period of five (5) days or more can be issued a free first-class Intrastate Travel pass for their spouse and eligible dependent children for the extent of the respective leave period.

[2.21.32.24.3](#) Interstate Leave Passes

(a) Entitlement

transmitted to the Company in the establishment of a single metropolitan rail business, who were employed before 1 July 2003 in accordance with the following provisions:

- i. Employees engaged after 1 July 2003 are not entitled to interstate passes.
- ii. Employees when granted paid leave of absence may be issued an Interstate Travel Pass for self; their spouse and; eligible dependents, subject to certain conditions.
- iii. Employees are entitled to one (1) free Interstate travel pass in any Annual Leave year. Such entitlement, if unused, does not accumulate.
- iv. While the value of this fringe benefit is not included as part of the Employees annual income, as required by law, it must be reported on the Employee's taxation Payment Summary (Group Certificate), and may be taken into consideration by the Australian Taxation Office for income tests for certain benefits and taxation surcharges.

(b) Travel Availability

- i. Employees are issued with an Interstate Free Travel Voucher which is exchanged for a ticket, enabling travel on:
 - Inter system train services that extend services that extend beyond Victorian border stations;
 - Inter system services that extend beyond V/Line interstate Rail/Coach Link Service terminals;
 - other inter system services that entail travel across at least one (1) state border.
- ii. An eligible Employee may be issued with one (1) free travel voucher for northern states and another for western states during the same leave period or in the one (1) annual leave year.
- iii. Interstate Free Travel Vouchers are not available for travel on:
 - Public transport services in the metropolitan area of any capital city on chartered or privately owned interstate services unless designated a service of the particular rail system;
 - Tourist services; and
 - Certain intersystem services as nominated from time to time.
- iv. Interstate pass entitlements as set out above will apply for the duration of the Agreement.

(c) Salary Sacrifice Option – Interstate Travel Vouchers

- i. Employees who are members of the Revised, New or Transport superannuation schemes can, from 1 January 2006, elect to make employee contributions to their fund via a salary sacrifice arrangement. Employees who elect to utilise this option are only able to salary sacrifice the equivalent value of the contributions they are entitled to make in accordance with the rules of their superannuation scheme.
- ii. Variations to the prescribed amount shall be limited to the employee contribution rules that apply to each individual scheme.
- iii. Salary sacrifice contributions are treated as employer contributions and will form part of "adjusted taxable income" and are subject to Federal Government tax laws. In the event that legislation or taxation changes occur for salary sacrificing for superannuation which imposes additional

cost upon the Company then the Company may elect to discontinue this arrangement.

- iv. Salary packaging of superannuation contributions under this Agreement is subject to the maximum tax deductible contributions as specified by the Australian Tax Office from time to time.
- v. Employees who elect to salary sacrifice contributions to the nominated superannuation schemes will be required to permanently surrender their interstate travel pass entitlements as contained in this clause (~~2.21.32.24.3~~). This arrangement will not preclude any entitlement to passes on retirement.
- vi. Employees considering the salary sacrifice option should obtain independent financial and taxation advice to determine whether this is a viable option for their individual circumstance.

2.21.42.24.4 Retired Employee Travel Authority

(a) Eligibility

- i. An Employee who has or will complete a total of twenty (20) years' service with the Company and/or its predecessors is eligible to be issued with a Retired Employee Travel Authority (**RETA**) at the time of retirement on account of age or ill health.
- ii. The spouse and/or eligible dependents of such an Employee shall also be entitled to be issued with a RETA subject to the terms and conditions applicable.
- iii. Members of the Revised Superannuation Scheme who resign after reaching the age of fifty-four (54) years and eleven (11) months and who would otherwise have become eligible to be issued with a RETA at age fifty-five (55) are eligible, subject to having attained a minimum of twenty (20) years qualifying service.
- iv. Where an Employee who has met the above criteria is made redundant then they, their spouse and eligible dependents shall be able to obtain a RETA upon the redundant Employee reaching retirement age.
- v. In the event of the death of an Employee, their spouse and/or eligible dependents shall be entitled to be immediately issued with a RETA, provided the Employee had attained twenty (20) years' service as provided above.

(b) Intrastate Travel Entitlements

- i. Employees eligible for intrastate travel entitlements as per clause ~~2.21.22.24.2~~ of the Agreement will be issued with a free intrastate travel pass for the period of accrued Annual Leave, Public Holidays and thirty-eight (38) hour credits.
- ii. If requested, a pass will also be issued for this period for the Employees' spouse and eligible dependants.

(c) Interstate Travel Entitlements

- i. Employees eligible for interstate travel entitlements as per clause ~~2.21.32.24.3~~ of the Agreement will be issued on request an interstate free travel voucher for self, spouse and eligible dependents to be used during the period representing accrued Annual Leave, Public Holidays and thirty-hour (38) hour credits.
- ii. Deferral of travel, because of ill health, is allowed for up to six (6) months on production of a medical certificate.

(d) Resignation

Employees who resign are not eligible for any passes on retirement. However, Employees who resign after reaching the minimum retiring age are considered to have retired and may be eligible for after retirement entitlements.

2.222.25 Uniforms

- (a) Employees who are required to wear company issue uniform will do so in accordance with the standards relevant to their type of employment. Proposed changes to the standards will be subject to consultation.
- (b) Other than the cost of the initial uniform provision, including any necessary alterations, all uniform maintenance, cleaning and repair costs will be the responsibility of the Employee. Replacement or additional items will be subject to normal wear and tear or where maternity clothes are required, which will be readily available.
- (c) ~~For Authorised Officers (AOs) t~~The Company agrees to continue to provide reimbursement for damaged prescription spectacles and repair/replacement of other personal items (e.g. clothing items), which are damaged while undertaking their normal ~~reinforcement~~ duties, in accordance with the usual practice.

2.232.26 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 in Table 1 of the Australian Tax Office Determination TD 2015/14 (as updated from time to time).

2.242.27 Amenities

Shared meal facilities are to be equipped with hot and cold running water, microwave, toaster/griller, ice machine, refrigerator, table and chairs, hand washing facilities, heating and cooling and notice boards. Male and female staff toilets are to be supplied unless local existing arrangements are in place. The meal room capacity is governed by the seating capacity and preference will be given to Employees who are subject to a rostered break, e.g. where a Driver must return to run a service. New meal facilities are subject to installation of all of the listed items above, and must be divided from toilet and work areas.

2.252.28 Staff Development And Feedback

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.

- (a) 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 of ideas and suggestions.
- (b) 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. Information discussions will occur midway through the period to review progress of development.
- (c) An Employee may choose to be accompanied during the feedback discussion by a third person of their choice. Records of the discussion will be given to the Employee and a copy will be kept on the Employee's file.

- (d) Areas of review may include productivity, safety, environmental awareness, individual work history (skills audit), job satisfaction, team and individual performance targets, training requirements and competency.

2.29 Income Protection Insurance

2.25-12.29.1 Income Protection Insurance is optional. The Company shall provide Income Protection Insurance to those Employees who elect to take it up through Incolink.

2.25-22.29.2 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.

2.30 Sexual Harassment in the Workplace

2.30.1 The Company is committed to providing a safe environment for all its employees free from discrimination on any ground and from harassment at work including sexual harassment in accordance with relevant legislation.

2.30.2 The Company is committed to a zero-tolerance environment for any form of sexual harassment in the workplace and agrees to work with the RTBU to prevent sexual harassment occurring.

2.30.3 In accordance with its existing legislative obligations:

- (a) The Company will implement training and awareness raising programs about rights and responsibilities in relation to sexual harassment.
- (b) The Company will treat all incidents seriously and promptly and investigate allegations of sexual harassment as appropriate
- (c) Any person found to have sexually harassed another may face disciplinary action.
- (d) The Company will take all complaints seriously and in confidence.
- (e) Employees who raise complaints of sexual harassment must not be victimized for making such a complaint.

2.30.4 The Company will identify sexual harassment contact persons throughout the organisation, in consultation with Employees and the RTBU. These persons may include managers, team leaders, union contacts and HSRs.

2.31 Gendered Violence in the Workplace

2.31.1 Gendered violence is any behaviour, action, system or structure that causes physical, sexual, psychological, or economic harm to a worker because of their sex, gender, sexual orientation or because they do not adhere to dominant gender stereotypes or socially prescribed gender roles and includes:

- a) violence experienced by women because they are women;
- b) violence experienced by a person because they identify as LGBTQIA+;
- c) violence experienced by a person because they don't conform to socially prescribed gender roles or dominant definitions of masculinity or femininity.

2.31.2 The Company is committed to taking reasonable and proportionate measures to, as far as possible:

- a) eliminate gender inequalities that exist in the workplace;
- b) eradicate sexism and misogyny;
- c) eradicate homophobia and transphobia;
- d) promote the benefits of gender equality and workplaces that are inclusive of workers from a range of backgrounds, experiences and identities.

2.31.3 The Company is committed to a zero-tolerance environment for any form of gendered violence in the workplace and agrees to work with the RTBU to prevent gendered violence occurring.

3. EMPLOYMENT CONDITIONS: OPERATIONS, SALARIED, ADMINISTRATION AND ENGINEERING EMPLOYEES

Provisions contained in this section represent terms and conditions relating to Operations, Salaried, Administration and Engineering Employees, as specified in clause 3.1.

3.1 Definitions relating to Operations, Salaried, Administration and Engineering Employees

CBD	Means the Central Business District including Stations inclusive of North Melbourne, Jolimont, Southern Cross, the Underground Loop Stations, Flinders Street and Richmond.
Home Location	Means: <ul style="list-style-type: none"> • The group, station, place or depot to which an Employee is attached; or • In the case of an Employee on the regular relieving roster, means the station, place, group or depot from which their movements are controlled.
MURL	Means Melbourne Underground Rail Loop.
Operations, Salaried, Administration and Engineering OCMS Employees	Means all Employees employed under the conditions of this Agreement, with the exception of those Employees classified as Drivers, as defined in this Agreement.
Regular Relieving / Annual Leave Relief	Means Employees appointed to Annual Leave relief positions.
Shift	Means a turn of duty during which some period of actual work has been performed. It also includes a shift on which no work has been performed because the Employee was on paid leave attending a medical or other examination or an enquiry that may be required by the Company or attendance at courts of law in an official capacity.
Unavoidable Necessity	Includes circumstances where compliance involves the Company in expenditure which is unreasonable.
Wherever practicable, as far as practicable (and any similar expressions)	Means that arrangement must be made if it can be without: <ul style="list-style-type: none"> • Detriment to the customers' interest; • Additional cost to the Company; • Reducing the efficiency of the service.

3.2 Relieving Expenses

3.2.1 Employees appointed to the regular ~~relieving/annual leave~~ relief positions are entitled to be paid relieving expenses as provided in Schedule C contained in the Agreement, subject to the following:

- (a) When relieving at a location (other than their home location) within the Company's electrified network are to be paid suburban relieving expenses, however, such payment shall not apply where an Employee is appointed to a CBD relief position and undertakes relief duties at any of the other CBD locations; and
- (b) Expenses are not to be paid for any period exceeding three (3) months when relieving for a period in excess of three (3) months at any one (1) place.

- 3.2.2 Relieving expenses are calculated on the basis of seven (7) days a week but are not payable during any period of absence from work without pay or on leave of absence with pay apart from Public Holidays or time in lieu of Overtime.

3.3 Multiple Sign-On/Sign-Off Locations

- 3.3.1 Customer Service (stations grades) Employees may be rostered to a particular sign-on/sign-off location (Home Location). In the event of an occupation or special event, alternative Home Locations can be rostered and in which case there will be no additional cost to the Company, including but not limited to: Relieving Expenses, Suburban Group Working, Travelling and Incidental Expenses or Travelling and Waiting Time.
- 3.3.2 Authorised Officers (AO) – The Company will sign on AO's at their home depots including attached satellite depots or other locations for training, special events without the need for an additional payment. Other locations, such as end of line can also be utilised by agreement, without the need for additional payment.
- 3.3.3 For Occupations and Disruptions, MTM can only sign on AOs away from their Home Depot for purposes not specified in 3.3.2 in case of an 'unavoidable necessity', without the need for additional payment
- 3.3.4 Strictly for the purposes of this clause "Unavoidable necessity" includes circumstances where the Company has exhausted staff resources at the closest home depot(s).
- 3.3.5 Sign on locations for Authorised Officers will be included in deployments seven (7) days out from commencement, with a minimum three (3) days out for Multi Modal Authorised Officers. Subject to reasonable alterations such as Special Events, Absenteeism, unplanned disruptions or emergency occupations.

3.4 Disruption to Work Allowance

- 3.4.1 An allowance is payable to ~~specified~~eligible 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 or workshops, being undertaken at their place of work and they cannot be relocated.
- 3.4.2 Where Employees cannot be relocated and they 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 are to be paid an allowance of as per Schedule C for each and every hour worked in those circumstances.
- 3.4.3 For the purpose of this clause a ~~significant disability occurs~~ sustained abnormal condition occurs when Employees encounter ~~excessive noise, dust and/or a~~ disruptive inconvenience caused by the use of power tools and equipment used during the construction activities.
- 3.4.4 When authorising such payment the Company is 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 Employee's concerned.

3.5 Limitation of Application – Senior Officers (SOs) and Professional Engineers (PEs)

- (a) This clause shall apply to salaried and professional grades that are accorded the classified rates applicable to SOs or PEs. The provisions of this clause also apply to Employees who are in receipt of such payment on the basis of

an approved acting in higher arrangement.

- (b) Provisions applicable to SO Division 8 and below, or PE Class 3 and below:
- i. Employees who are in receipt of a salary equal to or below the annual rate applicable for SO Division 8 or PE Class 3 (maximum) shall be entitled to the provisions contained in the Agreement, however, the provisions of subclause 3.11 (Overtime), clause [2.152.17](#) (Public Holidays), clause [3.143.16](#) (Time Worked on Saturdays and Sundays), and clause [2.132.15](#) (Shiftwork Allowances) shall only apply to Employees who are regularly rostered to work shiftwork and/or Overtime which requires them to be on duty on weekends and/or Public Holidays.
 - ii. Where an Employee is not regularly rostered to work such shifts then the Company may approve application of any of the nominated clauses, which may include determining the rate of salary and the conditions of payment.
- (c) Provisions applicable to SO Division 9 and above or PE Class 4 and above:
- i. Employees who are in receipt of a salary at the above rates of pay shall only be entitled to the provisions of the following clauses contained in this agreement:

Clause 3.233.24	Ordinary hours*
Clause 2.52.6	Annual Leave
Clause 2.82.9	Personal Leave
Clause 2.72.8	Parental Leave
Clause 2.122.14	Make-Up Time
Clause 2.112.13	Time In Lieu

* Subclause 3.243.2 does not apply to SO's Division 17 and above or PE's Class 5 and above.

3.6 Meal Allowances

Employees are to be paid a Meal Allowance in accordance with Schedule C of the Agreement when they work more than two (2) hours overtime at the completion of an ordinary shift, and then a further Meal Allowance for each five (5) hour period that the shift continues.

3.7 Suburban Group Working

- (a) Employees in the grades of clerk, stationmaster and station officer, signaller or station assistant, whilst engaged on Suburban Group Working, are to be paid a daily allowance in accordance with Schedule C of the Agreement provided a minimum of three (3) locations, outside of their home location, are on their group relief roster.
- (b) The CBD stations are regarded as one (1) location and expenses shall not apply where the Employee is appointed to the CBD group relief roster and only undertakes relief duties at these locations.
- (c) This allowance is calculated on the basis of seven (7) days per week but is not paid during any period of absence from duty without pay or during any period of Annual Leave or during any period of other leave of absence with pay except for Public Holidays or a day in lieu of Overtime.

3.8 Guaranteed Payment

- (a) Except for a part-time Employee, an Employee who is ready and willing and available for all work offering is to be paid each fortnight an amount equivalent to their ordinary hours at their ordinary rate of pay for their classification, excluding:
 - i. penalties for Shift Work and for Overtime, Saturday time, Public Holidays and Sunday time; and
 - ii. any allowance representing the difference between the classified rate and the ordinary rate applicable whilst acting in a higher grade.
- (b) If the hours actually worked by the Employee fall short of the guaranteed minimum then payment for up to four (4) hours of an eleventh (11th) shift, with penalty at time and a half, may be used.
- (c) The guarantee for a part-time Employee will be the minimum agreed hours of work.
- (d) Where an Employee is absent from duty without pay on account of other than genuine illness or approved leave, the guarantee does not apply and payment will be made for time actually worked within the fortnight.
- (e) Employees who swap all or part of their daily or weekly rosters and reduce their fortnightly ordinary hours below seventy-six (76) hours will forfeit their guarantee in respect of the rosters that they have swapped.

3.9 Minimum Payment

- (a) Any Employee who actually undertakes work on any day is to be paid a minimum of three (3) hours.
- (b) Any Employee who is rostered for work and who is subsequently informed that they will not be required that day is to be paid two (2) hours unless they have been given at least two (2) hours' notice in which case no payment will apply.

3.10 Excess Shifts

- (a) Except as otherwise provided, all time worked by a full-time Employee on an eleventh (11th) or twelfth (12th) shift in any fortnightly pay period, is to be paid for at the rate of time and a half, ~~provided that a~~ any portion of an eleventh (11th) or twelfth (12th) shift worked on a Saturday will be paid at the rate of double time.
- (b) Any time worked on a thirteenth (13th) or subsequent shift in any fortnightly pay period will be paid at the rate of double time.
- (c) Where an Excess Shift occurs on a Public Holiday then the Employee shall only be entitled to the payments under the Public Holiday clause.
- (d) For the avoidance of doubt, Personal Leave, Annual Leave and Public Holidays (leave of absence) will not count as a shift for the purposes of calculating Excess Shifts.

3.11 Overtime

- (a) All Employees are required to work reasonable Overtime ~~as required by the Company provided they are paid at~~ the relevant Overtime rates.

~~(b) The rate of pay for Overtime is time and a half except that unless otherwise prescribed, all time worked in excess of twelve (12) hours on any day is paid~~

~~at double time. An employee may refuse to work overtime if the request is unreasonable. To determine whether a refusal to work overtime is reasonable, the requirements of the Act s.62 (3) should be taken into account. This includes but is not limited to; any risk to the employee health and safety, the employee's personal circumstances, including family responsibilities.~~

~~(b)(c) Overtime for a full-time Employee is will be paid at overtime rates for all time worked in excess of eight (8) hours for that day, on any day or shift, except by agreement of the work group, or where arrangements for working extended shifts existed prior to the commencement of the Agreement.~~

~~(e)(d) Overtime for a part-time Employee is:~~

~~i. Where a part-time Employee has their own rostered shift extended then they are to be paid Overtime for all time worked in excess of the seventy ordinary hours in a fortnight; of their normal shift on that day; or~~

~~ii. Where a part-time Employee works a shift that would normally be worked by another Employee, or a shift specifically developed to support a special event, track occupation or other business which is not an extension of their own roster, then Overtime would only apply to the time worked in excess of the scheduled hours for that shift. A part-time Employee will be paid overtime rates for all time worked in excess of eight (8) hours on any day, except by agreement of the work group; or~~

~~iii. Time worked in excess of sixty five seventy (65/70) ordinary hours per fortnight, except where the part-time Employee is filling a full-time role for a period in excess of one (1) week, in which case the provisions at 3.10 and 3.11 (c) will apply. For the avoidance of doubt, payment of Overtime will not be payable beyond sixty five (65) hours per fortnight, in circumstances where the Employee's ordinary rostered hours of work are in excess of sixty five (65) hours per fortnight.~~

~~iii-iv. Where an employee has their shift extended, the employee will be paid at the overtime rate, for the additional hours worked. This is a stand alone provision.~~

~~(e) Where the Overtime worked by a full-time or part-time Employee occurs on a Saturday, Sunday or Public Holiday then payment shall be applied in accordance with the relevant provisions of the clause. The applicable overtime rates for full-time and part-time employees:~~

~~i. Monday to Saturday – time and a half for the first four hours of overtime and then double time thereafter;~~

~~ii. Overtime worked on Sunday – double time;~~

~~iii. Overtime worked on a Public Holiday – double time and a half;~~

~~i-iv. Time and a half for any time worked in excess of 70 ordinary hours per fortnight for a part-time employee, except where the part-time Employee is filling a full-time role for a period in excess of one (1) week, in which case the provisions of clauses 3.10 and 3.11(c) will apply.~~

~~(e)(f) Nothing in this clause (3.11) is intended to will create a doubling up of the penalty payments being applied to an Employee. There will be no double dipping.~~

3.12 Acting in Higher Positions

~~3.12.1 An Employees who is required to perform the major functions and responsibilities of a role that carries engaged-on duties carrying a higher rate than their ordinary classification will be paid that higher rate for the actual hours worked. Any Employee having performed the duties of a higher position for twelve (12) calendar months, either continuously or non-continuously within a period of two (2) years, is to be paid the equivalent of the next sub-divisional rate of wage for the higher position.~~

~~3.12.2 Where an Employee has qualified for payment of an advanced subdivision within the higher classification, and is subsequently required to again perform the duties of that higher position, they are to be paid the rate they were receiving when last acting in such position, unless within the previous five (5) years they failed to relieve or act (continuously or non-continuously) in such higher position for a period of one (1) year. If an employee is working at a station that requires a safe working qualification, but the employee is unable to perform all duties because they do not have the required qualification, they are to be paid one (1) grade below the lowest classified rate for the hours worked. An unqualified employee must not undertake safe working duties.~~

~~3.12.3~~ Any Employee who has acted in a higher position for any period or periods which amount to six (6) months ~~or greater than six (6) months~~ (in any continuous twelve (12) month period) will be given a personal classification at the level of the higher position provided that the higher position does not have a permanent incumbent appointed to it and is a vacant position. This does not include positions which are subject to an open recruitment process; or where the Employee has been seconded to the role.

~~3.12.23.12.4~~ For the avoidance of doubt, clause 3.12.3 applies if the employee acts in a higher position and are of the same classification under this agreement.

~~3.12.33.12.5~~ Should an Employee ~~be given~~ receive a personal classification under clause 3.12.3 they will not have it reduced back to their former classification should the higher position be restructured or abolished. However, in order to retain their personal classification the Employee may be required to transfer to a suitable position up to the level of their personal classification whenever one becomes available. In determining whether or not a position is considered to be suitable, the skills, attributes and qualifications of the Employee will be compared with those required of the vacant position. Other factors to be taken into consideration will be the distance of the new worksite from the Employee's home compared with their current travel patterns; whether the new position requires the Employee to make significant changes to their work practices, such as the working of shifts and; the physical requirements of the position. Where a vacant position is considered suitable and the Employee refuses to accept a transfer he/she will be reduced in classification to the level of the position that they are currently occupying.

~~3.12.43.12.6~~ Acting in Higher payment rates for Station Masters or Customer Service Officer Team Leaders acting as Senior Officers or Senior Officers acting in a Manager's role will be paid a rate agreed by both parties for the duration of the acting will be paid at the equivalent rate. Payment at higher rates will not apply if the employee is involved in Development Training. Station Officers acting as Station Masters, Station Masters acting in a position classified in excess of their own, or Customer Service Officer Team Leaders acting as Senior Officers will be in accordance with the Company's policy.

~~3.12.53.12.7~~ Employees who have been acting in a higher position~~s~~: ~~during the fifty-two (52) week period during which their Annual Leave accrued can be paid the higher rate during their Annual Leave as follows:~~

- (a) for a period of 26 weeks, during the fifty-two (52) week period during which their Annual Leave accrued will be paid the highest grade during their Annual Leave. More than twelve (12) weeks but less than twenty-four (24) weeks – one quarter (1/4);
- (b) For a period of less than 26 weeks during the fifty-two (52) weeks during which the Annual Leave accrued, the leave will be paid at the rate of their substantive role. Twenty-four (24) weeks but less than thirty-six (36) weeks – one half (1/2);
- ~~(c) Thirty six (36) weeks but less than forty eight (48) weeks – three quarters (3/4); and~~
- ~~(d) Forty eight (48) weeks or more – all leave due.~~

3.13 Rosters Development

3.13.1 As part of the development of rosters and Night Network, the following principles are agreed:

- (a) The development of new rosters will take into consideration the impact of fatigue, the rostering of single days off and the opportunity for part time employees to convert to full time employees.
- (b) The development of new rosters should be used as an opportunity to address any current local arrangements for rosters which are problematic.
- (c) Any changes to rosters will be subject to local consultation with affected Employees.
- (d) Metro Trains will continue to staff Premium Stations as part of the Night Network.
- (e) Metro Trains commits to maintaining station Control Desks at city and outstations locations throughout the life of the Agreement.
- (f) An annual joint review of master rosters will be undertaken.

3.14 Classifications

3.14.1 A joint review of the roles and responsibilities and classification structure for Customer service (station grades) Employees including a simplified Station Master structure as set out in Schedule B shall be undertaken.

3.14.2 Current Stationmaster level 5 and 7 classifications shall be removed from Schedule B and those impacted employees will be reclassified to the next level upon approval of the agreement.

The joint review of the new levels of Assistant Stationmaster, Stationmaster and Senior Stationmaster and Station Manager (Flinders Street) will be implemented within 12 months of the certification of the agreement.

3.14.3 A review of the of the roles and responsibilities for Signallers, Train Controllers, AO Team leaders, AO Crew leaders and D.A.O's are a priority for the review process.

3.14.4 Other grades may make application for a review of their roles and responsibilities during the life of the agreement.

3.14.5 Any review leading to a reduction in grade/level shall see the impacted Employee subject to Salary Maintenance provisions at clause 2.21 Salary Maintenance – Appointment of Redeployed Employee.

3.14.6 New station Employees will commence at level Station Assistant 2 (SA2). Progression will then occur to LSA 1 after 6 months.

3.133.15 Work at a lower grade or classification

The Company may require an Employee to perform work at a lower grade or classification for which they are competent to perform for periods of up to one (1) week at a time. An Employee's wages will not be reduced as a result of working at the lower grade or classification.

3.143.16 Time Worked on Saturdays and Sundays

~~3.14.13.16.1~~ Time on duty between midnight on Friday and midnight on Saturday is to be paid for at the rate of time and a half.

~~3.14.23.16.2~~ Time worked between midnight Saturday and midnight Sunday shall be paid for at the rate of double time.

~~3.14.33.16.3~~ Consecutive Sunday's may be rostered, but rosters will not comprise more than five (5) Sundays out of eight (8) rostered to work.

~~3.14.43.16.4~~ As far as practicable, Employees who have worked a shift on Sunday are to be provided with a rostered day off during the same week.

~~3.15 Travelling and Waiting Time~~

~~Authorised Officers (AO's) who are required to sign on or off elsewhere than their Home Location are to be paid for the time reasonably occupied in travelling to and from such place of signing on or off, in excess of the time normally occupied in travelling between their residence and their Home Location.~~

3.163.17 Authorised Officers (AO) – Attendance at Court

When an AO is required to attend court in the ordinary performance of his or her duties, the AO will be paid in accordance with their rostered hours.

3.173.18 Intervals between Shifts

~~3.17.13.18.1~~ Except in cases of Unavoidable Necessity every Employee is to be allowed off duty for at least ~~eleven (11)~~ twelve (12) hours after completing a full shift, or ten (10) hours minimum period off duty where the following shift involves non-safety critical work, e.g. training and meetings.

~~3.17.23.18.2~~ If an interval of less than eight (8) hours is deemed to be an Unavoidable Necessity, time worked on the following shift by a Station Master or Station Officer is to be paid at time and a half unless the interval was reduced because of the working of Overtime.

~~3.17.33.18.3~~ When determining the minimum hours break between periods of duty the Company will conform to the principles of fatigue management.

3.183.19 Lengths of Shifts

Except in cases of an Unavoidable Necessity, shifts are to be completed within ten (10) hours and where practicable within nine (9) hours.

3.193.20 Meal Breaks

Employees may be rostered off without pay for a Meal Break of not less than thirty (30) minutes and not more than one (1) hour.

3.203.21 Crib Breaks

3-20.13.21.1 Where Employees do not receive a Meal Break as specified in sub-paragraph 3-19.3.20, Employees may take a paid Crib Break of up to twenty (20) minutes during the shift.

3-20.23.21.2 Employees at one-up locations, who due to the operational nature of their job are unable to take a Crib Break, are entitled to be paid a Meal Allowance in accordance with Schedule C of the Agreement. Locations and shifts where payment of this allowance is applicable will be pre-determined between the Parties. For the avoidance of doubt the payment will not be payable in the case of disruption or other extraordinary circumstance, unless the payment has been predetermined in accordance with this clause.

3-21.3.22 **Non-accrual of EDO's/RDO's**

3-21.13.22.1 Subject to the needs of the business and the agreement of their manager, Clerical, Administration, Professional and "Head Office" Employees have an option of working an average of a thirty-eight (38) hour week over a one hundred and fifty two (152) hour period. This could be, for example, a seven (7) hour thirty six (36) minute day. Where applicable, penalties for working weekends and Public Holidays and Shift Work will continue to apply.

3-21.23.22.2 An EDO/RDO where rostered, is not able to be accumulated and can only be taken as time off.

3-21.33.22.3 EDO's/RDO's that have not been taken will not be paid out, whether on retirement, resignation or for any other reason unless the Company accepts that there are significant compassionate reasons. Prior to any such claim being rejected there will be consultation with the Employee and if requested, their representative.

3-22.3.23 **Notification of Change of Roster**

An Employee shall be required to be available to work shifts as determined by the Company from time to time. Wherever practicable the following notice of change of shifts shall be given:

- (a) At least twenty eight (28) days prior notice shall be given to Employees if it is intended to alter established rosters (i.e. Master Roster) or locations on a permanent basis. Any significant changes to rosters will be subject to the Consultation provisions of the Agreement. At a minimum, permanent changes to the regular roster or ordinary hours of work will be subject to discussions between the relevant manager and the local work group, including any nominated representatives.
- (b) Employees employed to work rostered shift work shall be given a copy of the rostered hours they are required to work at least two (2) weeks prior to the commencement of each roster.
- (c) At least forty-eight (48) hours prior notice shall be given to an individual Employee who is required to change a roster to cover short term absence, notwithstanding that the Employee may agree to such roster change with less notice.

3-23.3.24 **Ordinary Hours of Work**

3-23.13.24.1 The Ordinary Hours of Work for a full-time Employee are seventy six (76) per fortnight divided, as far as practicable, into not more than ten (10) working days or shifts each fortnight.

3-23.23.24.2 The Ordinary Hours of Work will be arranged so as to permit the taking of a

rostered day off (RDO) which shall operate on the following basis:

- (a) fixing one (1) week day on which Employees at a location will be rostered off during a four (4) week cycle over twenty eight (28) consecutive days); or
- (b) rostering each Employee off on one (1) week day of a four (4) week cycle over twenty eight (28) consecutive days.

~~3.23.33.24.3~~ The provisions at clause ~~3.23.23.24.2~~ do not apply to:

- (a) part-time Employees; or
- (b) part-time Employees who subsequently become full-time Employees; or
- (c) Employees who commence employment with the Company after 24 August 2012; or
- (d) Employees appointed at a rate in excess of SO Division 16 or PE Class 4 (maximum).

~~3.23.43.24.4~~ Full-time Shift Workers, who are subject to the limitations at clause ~~3.23.33.24.3~~ will be allowed to work nineteen (19) shifts of eight (8) hours over a four (4) week period.

~~3.23.53.24.5~~ Any other pattern of work, other than set out in clauses ~~3.23.23.24.2~~ or ~~3.23.43.24.4~~, will be subject to agreement between the Company and the local work group.

~~3.23.63.24.6~~ No Employee is to be booked off work for more than half an hour during the course of any shift, including time for a meal, between the hours of 2200 and 0600 unless agreed between the Company and the Employee.

3.24.25 Part-Time Employment

~~3.24.13.25.1~~ ~~Part-time Employees are those who work a regular pattern of hours which is less than seventy six (76) a fortnight. An employee who is engaged to work for fewer ordinary hours than 76 per fortnight and who work a regular pattern of hours, is a part-time employee. This clause shall be read in conjunction with clause 2.1.3.~~

~~3.25.2~~ Before commencing part-time employment ~~the Company must agree in writing with the employee the minimum number of ordinary hours to be worked in a fortnight which may be a specific number of hours or according to a roster.~~

~~3.24.2~~ ~~the hours of work are to be agreed between the Company and the Employee. The hours of work may be for a specific number or a range or according to a roster. The hours of work in any fortnight may be subsequently varied according to the needs of the Company. The minimum~~

~~3.24.3~~ ~~agreed hours of work for a part-time Employee cannot be reduced without the agreement of that Employee.~~

~~3.25.3~~ ~~The roster of a part-time employee, but not the minimum number of hours agreed, may be changed according to the needs of the Company in accordance with the notification requirements in clause 3.23.~~

~~3.25.4~~ ~~The minimum agreed hours of work for a part-time employee must not be reduced without the agreement of the employee.~~

~~3.25.5~~ ~~The Company will roster a part-time employee on any shift for a minimum of three (3) consecutive hours.~~

~~3.25.6~~ ~~Part-time employees will be paid ordinary rates up to 70 hours per fortnight. If the part-time employee works in excess of 70 hours per fortnight, they must be paid at the~~

overtime rate in accordance with clause 3.11(e).

3.24.4 The terms of the Agreement in relation to leave entitlements apply pro-rata to part-time Employees.

3.25.7 From the commencement of ~~the~~this Agreement, part-time Employees who were specifically engaged to work particular shifts (e.g. day shifts) may be required to work other shifts as part of a normal roster rotation.

3.25.8 This agreement applies to a part-time employee in the same way that it applies to a full time employee except as otherwise expressly provided by this agreement.

3.25.9 A part time employee is entitled to payments in respect of annual leave, personal leave, parental leave and long service leave, on a pro-rata basis.

3.26 Job Share

3.26.1 Full time employees may voluntarily apply to participate in a program of Job Sharing. The Company reserves the right to cease this program at any time and limit the number of Job Share positions. Employee's ability to Job Share will be subject to the Company's approval and the following conditions:

3.26.2 The Program:

(a) Where:

i. two (2) Qualified employees working at the same classification, agree to Job Share, one (1) will vacate their rostered position and share the full time rostered position of the other.

(b) The two (2) participants must sign a Job Share Agreement which will be binding and the arrangement will not be reversible.

(c) The division of working time will be agreed between the two (2) participants but will normally be split on a 50/50 basis.

(d) The rotation between the two (2) participants will be no less than weekly up to a maximum of two (2) months. The two (2) participants will work on a full-time basis (average of thirty-eight (38) hours per week) during their respective rotations.

(e) Where the two (2) participants are unable to agree on the split and rotation, the Company will decide the appropriate arrangement, which will be final.

(f) Pay rates are the same as for full-time

(g) Leave entitlements will accrue on a pro-rata basis.

(h) Participants in a Job Share Agreement agree to work a reasonable amount of overtime in accordance with this Agreement

3.26.3 Conditions

(a) The Company will only accept applicants for Job Share that are deemed as suitable, and Job Share arrangements that are acceptable to the Company.

(b) Time worked in a Job Share role will be deemed to be continuous,

(c) Employees who apply will be considered for a Job Share role in order of the date of application.

(d) Job Share participants who are members of any of the defined benefit superannuation schemes (Revised, New or Transport Superannuation funds), should be aware that working on a less than full-time basis, which reduces income, may affect their superannuation benefits. These schemes calculate final average salary based on the average salary over the last two (2) years prior to retirement unless they exercise the option of maintaining their previous contribution level.

(e) In the event that the Job Share Agreement is dissolved the vacant position will be filled on a full-time basis in the normal manner under this Agreement.

3.27 Supplementary Labour Hire

3.27.1 Supplementary labour will be available to cover temporary excessive workloads caused by increases in work or for special programs, or where a particular skill is not available.

3.27.2 Prior to the engagement of supplementary labour, part time employees who have the appropriate skills, will be offered first opportunity to work additional hours. Where practical, the training or transfer of existing employees must be considered where:

(a) The skill requirement is long term; and

(b) The work is of sufficient volume to justify the training investment; and

(c) Work is otherwise captured by a classification in the Agreement.

3.27.3 When training of an existing employee under clause 3.27.2, is underway, supplementary labour may be used to address immediate excessive workload.

3.27.4 The Company must consult with employees (and/or their representatives) to conduct a review of the application of this clause, on an annual basis.

3.27.5 In the event of long term engagement (six months or greater) of supplementary labour, consultation with the relevant employees must occur, as soon as practical.

3.27.6 Supplementary labour shall be appropriately qualified to undertake the work required.

3.28 Employee Safety

3.28.1 Metro Trains recognises the difficult and potentially unpredictable environment in employees working in customer facing roles can experience from time to time.

3.28.2 Metro Trains commits to the elimination of employee assaults on the network through incident investigation, reporting and review. Debriefing sessions for serious workplace incidents shall occur with Health and Safety Representatives and union delegates.

3.28.3 Metro will undertake a risk assessment jointly with the RTBU at the stations where the highest incidents of physical and or verbal assaults and anti-social activity have occurred in order to rank and identify locations where staff are at the most risk and to prioritise counter strategies.

3.253.29 Trauma Counselling and Trauma Leave

3.29.1 Where an Employee is witness to, or involved in, a ~~serious~~traumatic incident involving a rail vehicle which occurs in the course of the employee's employment, post-traumatic stress counselling is available for all Employees. Attendance will be optional, but is recommended mandatory.

A traumatic incident is:

- (a) a serious workplace incident
- (b) an incident resulting in the death of a person
- (c) an incident resulting in the near death of a person
- (d) a serious collision involving a motor vehicle or a train
- (e) natural disasters such as bushfires
- (f) acts of violence such as an armed robbery or terrorism

~~3.25.13.29.2~~ In addition to 3.29.1, ~~when an the Employee is on duty and is a witness to a serious collision involving a rail vehicle, the Employee~~ will be provided with up to five (5) days' paid leave, provided the Employee has sought trauma counselling through the Company's EAP and leave has been approved by the Company.

- (a) During the Trauma Leave the Employee will be expected, if medically fit, to attend any meetings regarding the accident in hours that are mutually agreeable.
- (b) During any period of Trauma Leave provided under this clause, the Employee is to be paid what he or she would have received for the normal rostered shift, including shift, weekend and Public Holiday penalty payments and allowances for the first five (5) days not including the day of the incident.

3.30 Sustainable Employment

3.30.1 The objective of this clause is to maximise the deployment of staffing resources to meet the demands of a growing network including recognition of changing customer needs, the challenges of the introduction of new technology, commitments to safety and recognising the need for employee flexibility/adaptability, and continuous improvement.

3.30.2 The Company will provide long term sustainable employment for Employees however this may mean changes to roles and job functions, where this does occur the parties shall jointly pursue security of employment for permanent employees, both full time and part time through reskilling and/or retraining and affected Employees shall be given preference for redeployment opportunities.

3.30.3 In considering redeployment opportunities for the affected Employee, the Company will identify suitable vacant roles of a similar classification level located within a reasonable distance to the employee's current work location or their place of residence.

The Company must provide all relevant details associated with the suitable vacant role in writing to the affected Employee and their representative (if any) including the roster, work location and classification level. The Company agrees to consider and respond to issues raised by the affected Employee and their representative (if any).

The Company will provide a reasonable timeframe for the affected Employee to respond to any job offer which may arise through this process.

Where the affected Employee expresses an interest in roles outside of their approved grade/role, the Company will have regard to the employee's suitability for the vacant roles based on the employee's level of skills, competence and training.

3.26.3.31 Training and Development and Career Progression

~~3.26.13.31.1~~ The Company will provide annual refresher training to Authorised Officers.

~~3.26.23.31.2~~ The review of the classification structure for Customer Service (station grades) Employees and associated training requirements (as per clause 1.8.4), will include consideration of opportunities for career development.

3.27 Stand Down

~~3.27.1~~ The Company may deduct payment for any time during which Employees cannot be usefully employed in the class or grade of work in which they are usually employed because of any strike or lockout by any persons whatsoever or through any breakdown in machinery or any failure or lack of power or any restriction or any other cause whatsoever for which the Company cannot justly be held responsible.

~~3.27.2~~ Where alternative duties are offered as an alternative to stand down, Employees are not to refuse to accept work in any grade lower than that in which they are usually employed, however they are to be paid their classified wage rate whilst doing so.

3.28.3.32 Counselling and Disciplinary Procedure

~~3.28.13.32.1~~ Procedure

- (a) Depending on the nature of the complaintallegation, the Company may:
 - i. conduct an investigation;
 - ii. dismiss the complaintallegation without conducting an investigation; or
 - iii. ~~counsel or~~ speak informally with the complainantemployee.
- (b) If the Company investigates athe complaintallegation, the Employee will be notified in writing:
 - ~~i. that the complaint has been received;~~
 - ~~ii.i.~~ of the nature of ~~the complaint~~, the allegations made and the relevant details which were provided in support of the complaint, which may be subject to a requirement to maintain confidentiality;
 - ~~iii.ii.~~ when, where and how it is proposed that the investigation will proceed including the date of a meeting with the Company; and
 - ~~iv.iii.~~ that the investigation may result in disciplinary action, including termination at a later date.

~~3.28.23.32.2~~ Notification

- (a) The Employee will not be required to respond to the matters in the notification until the meeting with the Company, but may respond in writing prior to the time of the meeting.
- (b) The Employee will have at least three (3) working days on receipt of the Company's notification and any scheduled formal meeting. The Employee may arrange for a support person/representative to attend the meeting if they wish to.

~~3.28.33.32.3~~ Suspension or Transfer to Alternate Role

- (a) If the Company considers it is appropriate, having regard to the nature of the complaintallegation during the investigation, the Company may elect to:

- i. suspend the Employee from normal duties;
 - ii. temporarily transfer the Employee to alternative duties; or
 - iii. temporarily transfer the Employee to an alternative work location.
- (b) The Company will advise the Employee in writing of suspension or transfer and the period over which it extends.
- (c) The Employee will continue to receive the same salary as per their ordinary role for this period of suspension or temporary transfer. This requirement does not apply where a positive drug and alcohol test is confirmed by a laboratory test.

3.28.43.32.4 Meeting

- (a) The Employee must attend all meetings as directed and cooperate and answer all questions truthfully with in any investigation into the complaintallegation.
- (b) The Employee must not hinder the Company's ability to conclude the investigation effectively.
- (c) The Employee may have a support person/representative present at all meetings that relate to the complaintallegation. It is the Employee's responsibility to make any necessary arrangements for their attendance.
- (d) The unavailability of a support person/representative is not sufficient reason to postpone a meeting. A support person/representative may advocate for the Employee but any person who disrupts a meeting will be required to leave the meeting and the meeting will proceed without them.
- (e) At the meeting the complaintallegation will be discussed.
- (f) All matters that are relevant to the complaintallegation will be put to the Employee, and the Employee will be given sufficient time and the chance to respond.
- (g) If necessary there may be more than one (1) meeting with the Employee.

3.28.53.32.5 Disciplinary Action

Where allegations of unacceptable behaviour, misconduct or serious misconduct are substantiated, the Company will give consideration to the particular circumstances in determining the appropriate disciplinary action.

3.28.63.32.6 Counselling or Additional Training

The Company may provide the Employee with counselling or give the Employee training in an area relevant to the complaintallegation.

3.28.73.32.7 Warning, demotion or transfer

- (a) The Company may give the Employee a written warning that any repetition of behaviour which is unacceptable, or which constitutes misconduct, may lead to further disciplinary action, further warning or termination of employment.
- (b) Where a written warning is issued and a period of 12 months elapses without further written warnings, the Company will not take this into account when determining the employee's suitability for promotion or further disciplinary action. However, if the employee repeats this behaviour in successive years, this clause will have no effect. The warning will remain on file.

- (a) If there have been no further warnings (issued under this clause) after a period of five years, the warnings will be expunged.
- (b) The Company may demote or transfer the Employee. The final decision will be determined by the Company.
- (c) The Employee will be notified in writing of the decision and the date on which it will take effect.

3.28-83.32.8 Termination

- (a) The Company may terminate the Employee's employment if:
 - i. the Employee has already received a prior warning or warnings in relation to unacceptable behaviour or conduct; or
 - ii. the Employee's behaviour or misconduct is serious.

3.33 Major Projects

The parties agree to have a senior representatives meeting on a six monthly basis to discuss the program of major projects. The meeting shall involve the Company's Chief Operating Officer, General Manager – Passenger Experience, General Manager – Operations, and the RTBU's Branch Secretary and Divisional Secretaries. Relevant government stakeholders shall also be invited to attend, however attendance will be at the absolute discretion of those stakeholders.

3.34 Climate Change

The parties agree to have a meeting during the life of this Agreement to discuss climate change mitigation, resilience and just transition.

3.35 Train Dwell Initiatives

The parties to this Agreement will continue to develop and consult on a range of initiatives around reducing train dwell times at problematic stations. The parties agree to monitor the application of initiatives such as train and crowd control, platform announcements and wheel chair assisted boardings etc.

4. EMPLOYMENT CONDITIONS: DRIVERS

This section applies to the Driver Grades as specified in clause 4.1.

4.1 Definitions

Trainee Driver	A Trainee Driver who has successfully completed, or is undertaking, all necessary theoretical training and evaluation and is authorised as proficient to perform the required driving duties with an On The Job Trainer (OJT).
Qualified Driver Level 1	An employee who has successfully completed the Certificate IV in Train Driving and has sole responsibility for all safe-working on the train and relevant knowledge for the parts of the Metropolitan Rail Network on which they are required to drive.
Qualified Driver (SPOT)	After six (6) months at Qualified Driver Level 1, an assessment of the Driver's competence and performance will be conducted by the Manager Safety, Training and Compliance and Head of Train Services Operations <u>Head of Quality Assurance and the relevant Group Manager</u> or their nominated representative, who will assess the Driver's competency performance and safe working record. If the assessment is successful, the Qualified Driver Level 1 will be progressed to a Qualified Driver (SPOT) Level. If the assessment is unsuccessful, progression to Qualified Driver (SPOT) Level will be subject to successful completion of Driver Development/Performance Plan.
On Job Trainer (OJT)	Provides in-field practical and theoretical training to Trainee Drivers and Qualified Drivers, including the provision of minor briefings to support remedial and refresher training.
Train Services Officer (Driver Trainer Specialist)	Develop, maintaining, assess and deliver driver training.
Train Services Officer (Principal Driver)	Conduct audits, assessments, training, investigations and reporting to ensure Drivers maintain competencies and safety standards.
Home Depot	The Depot to which the Driver is permanently appointed.
Core Times	Define the specific core times during which Employees commence and cease duty at Flinders Street.

4.2 Secondment ~~and Flexibility~~

4.2.1 ~~The process for the secondment of qualified employees within the Agreement.~~ Secondments may become available for Qualified Drivers, On Job Trainers, Train Service Officers (Driver Trainer Specialist) and Train Service Officer (Principal Driver) ~~covered by the Agreement.~~

~~4.2.2 Secondments will be available for a maximum period of six (6) months, unless otherwise agreed with the Employee and the secondment will be available for all locomotive grade classifications. Seconded employees at Depots, will have their positions filled when the secondment is longer than six (6) months.~~

~~4.2.24.2.3 Where a Driver Trainer Specialist or Principal Driver is seconded for a period not exceeding 18 months will be exempt from this clause.~~

~~4.2.34.2.4~~ Prior to the completion of the ~~six (6) month~~ secondment, the Company will provide the Employee with a permanent role with the position, or alternatively, transfer the Employee back to their original role prior to the secondment.

~~4.2.44.2.5~~ At any stage prior to the completion of the ~~six (6) month~~ secondment, after giving four (4) weeks' notice, the Employee may choose to return to their original role prior to the secondment. ~~After completion of the four (4) weeks' notice~~ Subject to a

replacement appointed to the role, Metrothe Company will transfer the Employee back to their original position.

~~4.2.54.2.6~~ Secondments due to Parental Leave or long-term absence due to ill health are exempt from the six (6) month time frame set out in 4.2.2.

~~4.2.6~~ ~~Secondments due to participation in projects are exempt from the provisions of this clause. Projects requiring specialist subject matter expertise may become available from time to time. In these instances, the Parties will consult to determine the most suitable candidate.~~

4.3 Relieving Expenses

4.3.1 Employees who are requested to relieve in depots at locations outside of their zone (as per clause 20-21 of Schedule 1) will be paid work related vehicle expenses per kilometre in accordance with the Australian Tax Office Schedule.

- (a) For off roster / DDO shift – the distance will be calculated from the Employee's home depot to the alternate location and return, provided it is not contained within their zone.
- (b) For regular rostered hours (Normal shifts) – the distance will be calculated from the Employee's residential address to the alternate location and return, provided it is not contained with their zone.

4.3.2 Employees who volunteer to relieve in depots at locations other than their Home Depot or who are required to work at an alternative depot under clause 2 Schedule 1 will be exempt from 4.3.1.

~~4.3.24.3.3~~ Employees working within their appointed Group Rotation Zone (as defined in clause 11(b) of Schedule 1) will be exempt from clause 4.3.1.

~~4.3.34.3.4~~ The volunteer list will be reviewed from time to time to ensure it does not undermine this process.

4.4 Guaranteed Payment

4.4.1 Employees who are ready, willing and available for all work offering on each of their first ten (10) shifts in any one (1) fortnightly period, or all shifts offered if their normal fortnightly roster is divided into less than ten (10) shifts are to be paid the guaranteed payment for that fortnight.

4.4.2 The guaranteed payment is to be paid as if the Employee had worked each of their first ten (10) shifts that fortnight and as if they had worked for a minimum period of eight (8) hours on each shift (or seven point six (7.6) hours for Employees who are excluded under sub-paragraph 4.98.3), but is not to include:

- (a) Penalties for shift work, Saturday time, Sunday time and Public Holidays;
- (b) Penalties for Overtime in the case of Employees whose normal fortnightly roster is divided into less than ten (10) shifts; or
- (c) Payments in respect to any shifts after the first ten (10) in the fortnightly period.

4.4.3 Employees, are not entitled to the Guaranteed Payment for any fortnightly period during which they are absent from duty, without the approval of the Company.

4.4.4 The Guaranteed Payment will not be available in any fortnight where an Employee has been stood down in accordance with subclause 4.15 Stand Down.

4.4.5 Full-time Employees who are ready, willing and able for all work offering on each of their first ten (10) shifts in any one fortnightly period are to be available, if required,

to work during that period.

4.5 — Minimum Payment

~~4.5.1 — An Employee who is rostered for duty at a specific time and who is not required, is to be notified as soon as possible before the time they are due to sign on. Where practicable at least two (2) hours' notice is to be given.~~

~~4.5.2 — Employees who report for duty on an Excess Shift (as per subclause 4.6) but who are then told that they are not required are to be paid a minimum of two (2) hours but are to be available for work if required during the period for which they are paid and may be called upon for further duty without a period of rest.~~

4.64.5 Overtime

~~4.6.14.5.1~~ For the purpose of this clause ordinary shift means a shift worked from the first (1st) to the tenth (10th) shift inclusive in a fortnightly pay period, or all shifts offered if the normal fortnightly roster is divided into less than ten (10) shifts, and **Excess Shift** means a shift worked in excess of the tenth (10th) in the same fortnightly pay period, or all shifts offered if the normal fortnightly roster is divided into less than ten (10) shifts.

~~4.6.24.5.2~~ Overtime is:

- (a) Time worked on an ordinary shift after eight (8) hours (or seven point six (7.6) hours for Employees who are excluded under sub-paragraph 4.98.3), or if the normal shift roster is divided into less than ten (10) shifts, an amount equivalent to the ordinary hours for the shift, from time signed on and is to be paid at the rate of time and a half for the first three (3) hours and double time thereafter.
- (b) Time worked on a first or second Excess Shift in a fortnightly pay period is to be paid at the rate of time and one half except for any time on an Excess Shift which is on a Saturday which is paid at the rate of double time. Any time worked on an additional Excess Shift in the same fortnightly pay period is also to be paid at the rate of double time.
- (c) For the avoidance of doubt, Personal Leave, Annual Leave and Public Holidays (leave of absence) will not count as a shift for the purposes of calculating Excess Shifts.

~~4.6.34.5.3~~ All Employees are required to work reasonable Overtime as required by the Company provided they are paid the relevant Overtime rates.

~~4.6.44.5.4~~ Employees who work more than two (2) hours Overtime, at the completion of an ordinary shift, are to be paid a Meal Allowance as provided in Schedule C of the Agreement.

4.74.6 Suburban Allowance

Employees regularly employed driving suburban electric trains in the Melbourne Metropolitan Rail Network and who are qualified to drive under the Metrol Signalling and Safe Working System are to be paid a Suburban Allowance in accordance with Schedule C of the Agreement, per shift for all rostered shifts for which they are ready willing and able to perform all of the functions required of that position. This allowance does not apply to Trainee Drivers.

4.84.7 Rosters and Hours of Work

~~4.8.14.7.1~~ All Employees are required to work a rotating roster which includes day, afternoon and night shifts.

4.8.24.7.2 Employees shall be allowed a minimum period off duty of eleven (11) hours except where:

- (a) the previous shift was for a period of four (4) hours or less or in special cases of emergency requiring earlier attendance; or
- (b) ten (10) hours minimum period off duty where the following shift involves non-safety critical work, e.g. is not a driving shift.

The Company shall determine whether the emergency requires earlier attendance.

4.8.34.7.3 In relation to 4.8.24.7.2 (a), when determining the minimum break between periods of duty, the Company will conform to the principles of fatigue management provided in Clause 20.2 of the Rail Industry Award 2010.

4.8.44.7.4 Employees shall be provided with a meal break of not less than twenty (20) minutes, excluding walking time, without deduction of pay, such break to commence between the completion of three (3) and five (5) hours on duty except in cases of unavoidable necessity.

4.8.54.7.5 If Employees are unable to take their meal break(s) during their rostered shift, they will be able to claim a wasted meal allowance as per Schedule C of the Agreement. If an Employee takes a meal break during the rostered shift they cannot claim a wasted meal payment.

4.94.8 Ordinary Hours

4.9.14.8.1 With the exception of part-time Drivers, the Ordinary Hours of work shall be seventy-six (76) per fortnight divided into not more than ten (10) shifts.

4.9.24.8.2 The Ordinary Hours of work shall be arranged so as to permit the taking of a rostered day off which shall operate on one (1) of the following basis:

- (a) Fixing one (1) week day on which Employees at a location will be rostered off during a four (4) week cycle over twenty-eight (28) consecutive days; and
- (b) Rostering each Employee off on one (1) week day of a four (4) week cycle over twenty-eight (28) consecutive days.

4.9.34.8.3 Clause (4.9.24.8.2) above does not apply to Trainee Drivers, part-time Drivers and Job- Share Drivers.

4.104.9 Calculation of Shifts

Employees can work twelve (12) shifts where two (2) days of Personal or Annual Leave are involved. This would permit them to be paid for twelve (12) active shifts and up to two (2) days of leave in the fortnight where there may be a Driver shortage.

4.114.10 Discretionary Rostered Day Off (DDO)

4.11.14.10.1 Other than Employees excluded under subclause 4.9.34.8.3, Employees will work to a master rotation of nineteen (19) days per month. However, individuals may elect, giving a minimum of forty-eight (48) hours' notice, to be unavailable for duty on their respective DDO as marked on the master rotation.

4.11.24.10.2 DDO's will be rostered evenly throughout the master roster (Monday through Sunday).

4.11.34.10.3 DDO's will be clearly identified on the rotation.

4.11.44.10.4 Preference will be given to worked shifts equalisation when allocating Overtime shifts.

4.11.54.10.5 Permanent swaps will be as set out in Schedule 1 of the Agreement.

4.11.64.10.6 Employees must take their DDO with them; permanent early shift to work one (1) late shift per four (4) week cycle; DDO not to be moved outside current week.

4.11.74.10.7 Should an Employee work on the DDO, the payment for this day will attract a stand-alone payment for the Discretionary Rostered Day. The DDO will not be moved to another day.

4.11.84.10.8 Where a DDO is worked normal penalty provisions will be paid in addition to the stand alone payment.

4.124.11 Part-Time Drivers (who commenced part-time employment prior to the Operation Date of this Agreement)

4.12.14.11.1 Part-time Drivers are those who work a regular pattern of hours which are less than seventy-six (76) a fortnight.

4.12.24.11.2 Before commencing part-time employment the hours of work are to be agreed between the Company and the part-time Driver.

4.12.34.11.3 The hours of work will be for a specific number of shifts according to a roster.

4.12.44.11.4 Where a part-time Driver works to a roster the days or time of work may be subsequently varied according to the needs of the Company however the part-time Driver must agree if the average hours of work increase.

4.12.54.11.5 The terms of the Agreement in relation to leave entitlements apply pro rata to part-time Drivers.

4.12 Part Time Shift Drivers

4.12.1 Ordinary hours of work for a Part Time Shift Driver shall be a minimum of forty (40) hours per fortnight divided into not more than ten (10) shifts.

4.12.2 Before commencing as a Part Time Shift Driver, the hours of work are to be agreed between the Company and the Part Time Shift Driver in writing.

4.12.3 Where a Part Time Shift Driver works beyond their ordinary hours of work they shall be paid at their ordinary rate of pay for each additional hour worked up to 38 hours in total for the week. Any hours worked in addition to 38 hours for the week shall be paid at the applicable overtime rates in accordance with clause 4.5.

4.12.4 Subject to subclause 4.12.1 above, ordinary hours of work for part-time shift drivers can be rostered to a maximum of seven point six hours (7.6 hours) per day up to ten (10) shifts per fortnight.

4.12.5 Part time Shift Drivers will not be rostered more than one (1) shift per calendar day.

4.12.6 All other terms and conditions in the Agreement for Driver Grades shall apply to Part-Time Shift Drivers except for the following clauses:

(a) Clause 4.4 – Guaranteed Payment;

(b) Clause 4.10 – Discretionary Rostered Day Off (DDO)

4.12.7 The terms of the Agreement in relation to leave entitlements apply pro rata to Part Time Shift Drivers

4.12.8 For the avoidance of doubt, the Part Time Shift Driver shall not be entitled to the daily

eight (8) hour guarantee applicable to Part-time drivers covered under clause 4.11 and full time Drivers.

4.12.9 The number of new Part Time Shift Drivers recruited externally (i.e. who did not hold a position in any of the Driver Grades under this Agreement immediately prior to the Part Time Shift Driver appointment) shall not exceed 50 for the life of this Agreement.

4.12.10 For the avoidance of doubt, no cap shall apply on the number of Part Time Shift Driver conversions, i.e. existing Full-time Drivers converting to a Part Time Shift Driver which can only occur by mutual agreement.

4.13 Saturday and Sunday Work

4.13.1 Saturday time is time on duty between midnight on Friday and midnight on Saturday. Except where otherwise provided, time worked on Saturday is to be paid at the rate of time and one half.

4.13.2 Sunday time is time on duty between midnight on Saturday and midnight on Sunday and except where otherwise provided time worked on Sunday is to be paid at the rate of double time.

4.13.3 Consecutive Sundays may be rostered but rosters will not comprise more than five(5) Sundays out of eight (8) rostered to work.

4.14 Redeployment Due To Medical reasons

4.14.1 An Employee may have their salary maintained where they are redeployed to a lower classified role where they are not able to meet the inherent requirements of their substantive role due to medical reasons. In this circumstance, an Employee's rate of pay will not be entitled to increases due under the Agreement until such time as the maintained rate is exceeded.

4.14.14.2 Where an employee accepts a role at a lower rate within another division, their annual leave and long service leave will be preserved at the rate it was accrued, immediately prior to redeployment. Future accruals will be at the applicable rate of the new role.

4.15 Stand Down

4.15.1 The Company may deduct payment for any time during which Employees cannot be usefully employed in the type of work in which they are usually employed, because of any strike or lockout by any persons whomsoever, or any other cause whatsoever for which the Company cannot justly be held responsible, subject to the following conditions:

- (a) When the Company proposes to use stand downs it will notify the Employees affected. During the period this notification remains in force the Employees affected are deemed to be stood-down;
- (b) Employees who are stood-down will be treated for all purposes, other than payment of wages, as otherwise having continuity of service and employment;
- (c) At any time during the period they are stood down Employees may terminate their employment without notice and will be entitled to receive as soon as practicable, all wages and other payments to which they are entitled up to the time of termination. Where this occurs they are to be treated as if their employment had been terminated by the Company without default of the Employee other than payment in lieu of notice;

- (d) Employees who are stood-down are able to take other employment in which case it is a reasonable excuse for not reporting for duty after being notified that they are required to attend for work because they are working out a period of notice not exceeding one (1) week which they are required to give in such other employment. If required by the Company, the Employees are to provide a statutory declaration setting out details of any other employment;
- (e) Employees whom the Company proposes to stand-down are entitled to take any accrued leave except where they are engaged in industrial action as defined by the *Fair Work Act 2009* (Cth); and
- (f) The Company will not deduct payment for any Public Holiday which occurs during the period in which Employees are stood down and for which payment would otherwise be due except if they have been paid for the Public Holiday in other employment. If required by the Company, Employees claiming payment for a Public Holiday are to provide a statutory declaration setting out details of other employment during this period and the remuneration received.

4.16 Trauma Leave

4.16.1 When an Employee is involved in a serious collision involving ~~his or her~~ their rail vehicle, the Employee will be provided with up to five (5) days paid leave, including any additional shift rostered within the forty-eight (48) hour notice period, provided he or she has provided a medical certificate and/or has lodged a WorkCover claim, or has otherwise advised the Company.

4.16.2 Post-traumatic stress counselling is available for all Employees. Attendance will be optional, but is recommended. ~~If the Employee decides not to attend, the Group Depot Manager must still authorise the paid leave, as per clause 4.16.1 above.~~ During the first five (5) days the Employee will be expected, if medically fit, to attend any meetings including the loss assessor interview, in hours that are mutually agreeable.

4.16.3 During any period of Trauma Leave, the Employee is to be paid what he or she would have received for the normal rostered shift, including shift, weekend and Public Holiday penalty payments and allowances for the first five (5) days not including the day of the accident.

4.17 Easter Saturday

4.17.1 Paid leave of absence will be made for the Easter Saturday Public Holiday to Employees who are rostered to work shifts over a seven (7) day cycle and are otherwise available to work, but are booked off.

4.17.2 Payment in these circumstances shall be in accordance with the following:

- (a) Paid leave of absence does not count as a shift for the purpose of calculating Excess Shift entitlements;
- (b) The provision shall not apply to Employees that are unavailable for duty on the day or days preceding the Public Holiday due to them being either on Annual Leave, Personal Leave, Long Service Leave, Compassionate/Bereavement Leave, Parental Leave, leave without pay or unable to attend work due to injury;
- (c) Employees undertaking alternative duties that require them to work on a Monday to Friday basis shall not be entitled to the Easter Saturday Public Holiday as it occurs on a day when they would not be expected to work.

4.18 Parental Leave - ~~Training and Accreditation Continuity~~ Competency Incentive training

- 4.18.1 To avoid the potential loss of accreditation, an Employee who is continuously absent for at least six (6) months on paid and unpaid Parental Leave (e.g. at least three (3) months after the conclusion of the paid ~~twelve-fourteen~~ (1214) weeks paid Maternity Leave period) will be eligible for a special one-off Training Continuity Incentive.
- 4.18.2 An Employee who takes Parental Leave of at least six (6) continuous months, including paid and unpaid leave, may lose safe working accreditation and training and operational currency. They will then require a period of retraining on resumption of duty.
- 4.18.3 An Employee who maintains Safeworking Accreditation and Training and Operational Currency by undertaking at least the minimum attendance and training requirement set out below will be paid a one-off Training and Accreditation Incentive equal to five (5) days' pay at ordinary time in addition to normal payments for the work performed. This one-off payment will be paid three (3) months after return to full-time duty.
- 4.18.4 If the Employee is absent as above for a further continuous period of six (6) months (total extended Parental Leave period of twelve (12) months) and again complies with the attendance and training requirements they will be paid a further Training and Accreditation Continuity Incentive equal to five (5) days' pay at ordinary time. In this case the Employee will be paid a total of ten (10) days after three (3) months' return to full-time duty.
- 4.18.5 To be eligible for this incentive competency program the Employee must at least undertake the following accreditation and training tasks for each six (6) months of absence:
- (a) Two (2) shifts, on the relevant parts of the Metropolitan Rail Network on which they are required to drive;
 - (b) One (1) shift for completion/catch – up of Driver Development Training (Continuation Training);
 - (c) One (1) shift to undergo updating of any new operational requirements on amended procedures; and
 - (d) To access the incentive competency benefits eligible Employees must make written application to their respective supervisor, who will make the necessary arrangements for attendance. This will commence within 28 days of notification.

4.19 Medical Attendance

- 4.19.1 This procedure covers the preparation and attendance of Employees for blood testing and at subsequent medical examinations, required to meet the medical standards under the Code of Practice, Health Assessment of Rail Safety Workers (the Standard). The Standard will be under review during 2020, should there be changes to the fasting requirements under the Standard, any payment associated with the fasting under 4.19.2 will be amended or removed to reflect the change.
- 4.19.2 The blood test requires the Employee to fast for a period of eight to twelve (8 -12) hours prior to the test. Attendance time for the blood test should take up to one (1) hour which is paid. An overall payment of eleven (11) hours is to be made to Employees who satisfactorily complete the blood test phase of the medical examination. This payment is to stand-alone and be deemed a non-active shift for the purpose of calculating shift penalties and overtime payments. The entire payment is to be paid at ordinary time rate.

- 4.19.3 Payment for attendance at the initial and any subsequent follow-up medical fitness examination to meet the Standard, where attendance is outside of ordinary working hours, is to be based on the actual time involved subject to a maximum of three point five (3.5) hours. This time is to stand alone and be deemed a non-active shift for the purpose of calculating shift penalties/Overtime payments. The attendance time is to be paid at ordinary time rate.
- 4.19.4 ~~Any further medical attendance requirements to meet the necessary medical standard~~Any treatment required to meet the Standard where it is a personal medical condition, e.g. Diabetes, blood pressure, medical attendance will be the responsibility of the Employee and must be carried out in the Employee's own time.
- 4.19.5 All Employees are required to undergo medical testing to the standard within the designated time.
- 4.19.6 Any Employee who attends medical appointments during ordinary work hours is required to return to work after the appointments to complete their shift.

4.20 Training Shifts

Training Shifts for Employees may be rostered eight (8) hours, with travelling time over and above the shift allocation, of up to twelve (12) hours for a non-safety critical shift.

4.21 Job Share – Qualified Drivers

- 4.21.1 Qualified Drivers who are permanently located at depots may voluntarily apply to participate in a program of Job Sharing, subject to Company approval and the following conditions.
- 4.21.2 This initiative provides an alternative working method for Qualified Drivers. It is primarily aimed to encourage an Employee at or near retirement to remain employed and preference will be given to an Employee in this category. The Company reserves the right to cease this program at any time and limit the number of Job Share positions in the Company at any one time.
- 4.21.3 The Program:
- (a) Where two (2) Qualified Drivers agree to Job Share at the same depot, one (1) will vacate their rostered position and share the full-time rostered position of the other.
 - (b) The two (2) participants must sign a Job Share Agreement which will be binding and the arrangement will not be reversible.
 - (c) The division of working time will be agreed between the two (2) participants but will normally be split on a 50/50 basis.
 - (d) The rotation between the two (2) participants will be no less than weekly up to a maximum of two (2) months. The two (2) participants will work on a full-time basis (average of thirty-eight (38) hours per week) during their respective rotations.
 - (e) Where the two (2) participants are unable to agree on the split and rotation, the Company will decide the appropriate arrangement, which will be final.
 - (f) Pay rates and leave entitlements are the same as for full-time Employees but calculated on a pro rata basis.
 - (g) Annual Leave will accrue on a pro-rata basis but must be taken in the following manner: a Job Share Driver who has worked on a 50/50 basis for a full year would take leave for two point five (2.5) weeks, not two point five

(2.5) weeks consecutively spread over five (5) weeks.

- (h) Participants in a Job Share Agreement agree to work a reasonable amount of overtime in accordance with Subclause ~~4.6~~4.5 of this Agreement.

4.21.4 Conditions

- (a) The Company will only accept applicants for Job Share that are deemed as suitable, and Job Share arrangements that are acceptable to the Company.
- (b) Time worked in a Job Share role will be deemed to be continuous, but calculated on a pro rata basis.
- (c) Employees who apply will be considered for a Job Share role in order of the date of application however, the Company may give preference to Employees at or near retirement age. Where more than one (1) Job Share application is received on the same day and each is considered suitable then seniority/experience will determine which application is accepted.
- (d) Job Share participants who are members of any of the defined benefit superannuation schemes (Revised, New or Transport Superannuation funds) should be aware that working on a less than full-time basis, which thus reduces income, may affect their superannuation benefits as these schemes calculate final average salary based on the average salary over the last two (2) years prior to retirement unless they exercise the option of maintaining their previous contribution level.
- (e) In the event that the Job Share Agreement is dissolved the vacant position will be filled on a full-time basis in the normal manner.

4.22 Counselling and Disciplinary Procedure

4.22.1 Procedure

- (a) Depending on the nature of the complaint, the Company may:
- i. conduct an investigation;
 - ii. dismiss the complaint without conducting an investigation; or
 - iii. counsel or speak informally with the complainant.
- (b) If the Company investigates a complaint, the Employee will be notified in writing:
- i. that the complaint has been received;
 - ii. of the nature of the complaint, the allegations made and the relevant details which were provided in support of the complaint;
 - iii. when, where and how it is proposed that the investigation will proceed including the date of a meeting with the Company; and
 - iv. that the investigation may result in disciplinary action, including termination at a later date.

4.22.2 Notification

- (a) The Employee will not be required to respond to the matters in the notification until the meeting with the Company, but may respond in writing prior to the time of the meeting.
- (b) The Employee will have at least three (3) working days on receipt of the Company's notification and any scheduled formal meeting. The Employee may

arrange for a support person/representative to attend the meeting if they wish to.

4.22.3 Suspension or Transfer to Alternate Role

- (a) If the Company considers it is appropriate, having regard to the nature of the complaint, the Company may elect to:
 - i. suspend the Employee from normal duties;
 - ii. transfer the Employee to alternative duties; or
 - iii. transfer the Employee to an alternative work location.
- (b) The Company will advise the Employee in writing of suspension or transfer and the period over which it extends.
- (c) The Employee will continue to receive the same salary as per their ordinary role for this period of suspension or transfer.

4.22.4 Meeting

- (a) The Employee must attend all meetings as directed and cooperate with any investigation into the complaint.
- (b) The Employee must not hinder the Company's ability to conclude the investigation effectively.
- (c) The Employee may have a support person/representative present at all meetings that relate to the complaint. It is the Employee's responsibility to make any necessary arrangements for their attendance.
- (d) The unavailability of a support person/representative is not sufficient reason to postpone a meeting. A support person/representative may advocate for the Employee but any person who disrupts a meeting will be required to leave the meeting and the meeting will proceed without them.
- (e) At the meeting the complaint will be discussed.
- (f) All matters that are relevant to the complaint will be put to the Employee, and the Employee will be given sufficient time and the chance to respond.
- (g) If necessary there may be more than one (1) meeting with the Employee.

4.22.5 Disciplinary Action

Where allegations of unacceptable behaviour, misconduct or serious misconduct are substantiated, the Company will give consideration to the particular circumstances in determining the appropriate disciplinary action.

4.22.6 Counselling or Additional Training

The Company may provide the Employee with counselling or give the Employee training in an area relevant to the complaint.

4.22.7 Warning

The Company may give the Employee a written warning that any repetition of behaviour which is unacceptable, or which constitutes misconduct, may lead to further disciplinary action, further warning or termination of employment.

4.22.8 Termination

- (a) The Company may terminate the Employee's employment if:
 - i. the Employee has already received a prior warning or warnings in relation to unacceptable behaviour or conduct; or
 - ii. the Employee's behaviour or misconduct is serious.
- (b) The Company will meet with the Employee if a determination is made to terminate the Employee and the advice will be given to the Employee a minimum of three (3) days after the meeting.

4.22.9 Demotion or transfer

- (a) The Company may demote or transfer the Employee. The final decision will be determined by the Company on the following basis:
 - i. Demotion will only occur as an alternate to termination.
 - ii. The request for demotion must be voluntary
 - iii. No demotion will occur within any Driver grades, with the exception of demoting Principal Driver Specialists and Driver Training Specialists to the role of Qualified Driver (SPOT).
- ~~(a)~~(b) The Employee will be notified in writing of the decision and the date on which it will take effect.

4.23 Job Security and Use of Supplementary Labour

- 4.23.1 The Company confirms that permanent, in-house employment will be the normal basis of engagement of persons to perform work of a type covered by Part 4 and Schedule 1 of this Agreement, and it is not the Company's intention to use contractors, employees of contractors or labour hire employees (Supplementary Labour) as an alternative to permanent, in-house employment to perform such work.
- 4.23.2 The Company recognises that use of Supplementary Labour to perform work of the type which could be performed by Employees covered by Part 4 and Schedule 1 of this Agreement can affect the job security of Employees covered by Part 4 and Schedule 1 of this Agreement.
- 4.23.3 Prior to the Company considering the use of Supplementary Labour resulting from Employee absences, the Company will give all relevant Employees the option to work overtime to meet the Company's need for labour.
- 4.23.4 If the Company is considering the engagement of Supplementary Labour to perform work performed by Employees covered by Part 4 and Schedule 1 of this Agreement, the Company will notify and consult with affected Employees and their representatives consistent with clause 1.10 (Consultation). Consultation will focus on measures which could be implemented by the Parties to avert the use of Supplementary Labour. As part of the consultation process, the Company will provide Employees and their representatives with all relevant information in writing, including:
 - a) The Company's reasons why it is considering the use of Supplementary Labour;
 - b) the identity or identities of the proposed Supplementary Labour provider(s);
 - c) the amount and type of work proposed to be performed by the proposed Supplementary Labour;
 - d) the number of proposed Supplementary Labour employees and/or contractors and their proposed qualifications; and

e) the proposed duration of the engagement of Supplementary Labour.

~~4.23.44.23.5~~ The Company will only engage Supplementary Labour to perform work of a type covered by Part 4 and Schedule 1 of this Agreement, if the Supplementary Labour performing the work is afforded pay, wages and conditions no less favourable than those provided to Employees covered by Part 4 of this Agreement performing the same work.

~~4.23.54.23.6~~ The Company will not make any Employee compulsorily redundant as a result of the Company's use of Supplementary Labour to perform work of a type covered by Part 4 and Schedule 1 of this Agreement.

5. SIGNATORIES

The Company, Employees and Unions agreed to comply with the provisions contained herein.

In witness thereof the Company, Employees and Unions hereto have duly executed this Enterprise Agreement.

This Enterprise Agreement is signed for and on behalf of Metro Trains Melbourne Pty Ltd

Name.....

Authority to Sign:.....

Address

Date.....

Signature

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

Authority to Sign:

Name.....

Address.....

Date.....

Signature

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

Authority to Sign:

Name.....

Address

.....

Date.....

Signature

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

Name.....

Authority to sign:

..... Address

Date.....

Signature

SCHEDULE 1 - DRIVERS ROSTERING, TRAINING AND WORK PRACTICE CHANGES

This Schedule applies to the Driver Grades specified in clause 4.1 of the Agreement.

1. ~~HomeSafe~~/Night Network

(a) ~~HomeSafe~~/Night Network Rosters

i. Rosters generated for the purposes of ~~HomeSafe~~/Night Network will be subject to the normal consultation process.

ii. Start times on Friday and Saturday afternoon shifts for Outstations, Flex, C, G and R rotations can be altered up to fourthree and a half (4.53.5) hours from sign on of the original shift start time of the first week day shift.

ii.iii. Where practicable, the alteration of start times in accordance with subclause (a)(ii) will be evenly distributed across the master rotations for Outstations, C, G and R roster afternoon shifts.

(b) ~~HomeSafe~~/Night Network Train Preparations

Trains required during the ~~HomeSafe~~/Night Network period and that stay in continuous service will be exempt from the twenty four (24) hour limit contained in clause ~~30-31~~ (a) of this Schedule. For the avoidance of doubt, this period commences from the preparation of the first train for service on Friday morning up to and including the passage of the last train on Sunday evening.

2. Support for Government Construction and Renewals Projects including the Level Crossing Removal Program

During periods of occupations/line closures (partial or full) on account of construction and renewals projects including level crossing removal works:

(a) Employees may be required to temporarily work at an alternative Home Depot. Travel time will not be included in the shift lengths, however will be paid. Meal breaks will be taken during the course of the shift between the third (3rd) and fifth (5th) hour from the commencement of the shift (excluding travel time). This may entail a shift length of eight (8) hours and twenty-nine (29) minutes, with travel time calculated over and above the shift length. During this process original core times and off roster patterns will be adhered to.

(b) Employees may be required to be isolated to one (1) section/line of the Metropolitan Rail Network to facilitate post commissioning training as soon as possible. During this period, the provisions under clauses ~~14-15~~ and ~~15-16~~ of this Schedule do not apply, with the exception of the provision of a fifteen (15) minute off train break after four (4) consecutive shuttles or when a Train Driver is rostered to drive the same train from the ends of the line or an intermediate location through Flinders Street to an intermediate location or end of the line.

(c) These arrangements in combination may be in place to a maximum period of three (3) months unless otherwise agreed between the parties.

3. Metro Driver Training Scheme

(a) Train Drivers will undertake the Metro Driver Training Scheme corresponding to their allocated Operating Group to progress to Qualified Driver.

(b) The Metro Driver Training scheme will consist of both theory and practical in- field training for Metro-South or Metro-North.

~~It will consist of between forty one (41) to fifty (50) weeks of training, which will The training shall~~ comprise of a minimum of two hundred and fifty (250) hours of practical driving with an On Job Trainer (**OJT**). A training needs analysis (**TNA**) will be completed for Employees to identify the appropriate competencies to transfer between the three (3) Operating Groups (North, South and Central).

- (c) The process of a TNA will also apply to any locomotive grade applicants (Conversion Drivers) from other rail enterprises.
- (d) A Trainee Driver will progress to the grade of Qualified Driver Level 1 once the two hundred and fifty (250) hours of practical training and the course is completed ~~within the forty one (41) to fifty (50) week period~~, which includes the successful completion of the following:
 - i. Certificate IV in Train Driving;
 - ii. successful assessment of the relevant area of the Metropolitan Rail Network; and
 - iii. a certificate of competency has been issued.
- (e) If due to no fault of the Trainee Driver, the criteria at 3 (d) (above) cannot be achieved within ~~the forty one (41) to fifty (50) weeks period~~, the Trainee Driver will progress to a Qualified Driver Level 1 payment, ~~only after fifty (50) weeks has elapsed~~, subject to subclause (g) below.
- (f) The Company will take all reasonable steps to ensure that Trainee Drivers are able to complete all the criteria in clause 3 (d) (above) as expeditiously as possible and within ~~the forty one (41) to fifty (50) weeks period~~.
- (g) The Trainee Driver will not progress to the rates of pay and conditions of Qualified Driver Level 1 after fifty (50) weeks if the Trainee Driver has not met the relevant competency requirements because of the Employee's attendance, the Employee's competency performance and/or the Employee's safe working related performance.
- (h) Trainee Drivers, whilst undertaking the Metro Driver Training Scheme, will not be entitled to a DDO, and will receive a Guarantee of seven (7) hours and thirty six (36) minutes per rostered shift. Once a Trainee Driver has qualified as a Driver Level 1, they will be entitled to the DDO and eight (8) hour Guarantee provisions in the Agreement. For the avoidance of doubt, this does not include a Trainee Driver who has progressed under sub-clause 3 (e) above until such time as the Trainee Driver completes the criteria in clause 3 (d) (above).
- (i) Failure to meet the necessary competency requirements of the Metro Driver Training Scheme may result in a review of the Trainee Driver's employment with the Company. In the event the Company decides that the Trainee Driver is not a suitable candidate to progress within the Metro Driver Training Scheme, the Company will make reasonable attempts to provide suitable offers of redeployment to the Trainee Driver. Failing this, the Company may decide to terminate the employment of the Trainee Driver.

Progression to Qualified Driver (SPOT)

- (j) After six (6) months at Qualified Driver Level 1, an assessment will be conducted by the ~~Head of Quality Assurance and relevant Group Manager Manger Safety, Training and Compliance and Head of Train Services Operations~~ or their nominated representative, who will assess the Driver's competency performance and safe working record. If the Company decides that the Train Driver meets the competencies the Qualified Driver Level 1 will be progressed to a Qualified Driver (SPOT) Level. If the Company decides that the competencies are not yet met, or due to long term absenteeism, progression to Qualified Driver (SPOT) Level may be

subject to successful completion of Driver Development/Performance Plan.

- (k) The Company will take all reasonable steps to ensure that Qualified Drivers (Level 1) are able to complete assessments and Driver Development/Performance Plans as expeditiously as possible, and progress to Qualified Driver (SPOT) Level.

4. On Job Trainer (OJT)

- (a) OJTs can request shift swaps. Any shift swap for OJTs will be subject to the approval of the Company. Shift swaps that don't facilitate, or adversely impact continuity of training or the achievement of two hundred and fifty (250) hours of practical driving training for the Trainee Drivers, will not be permitted. Shift Swaps by OJT's will be monitored by the Training Department who will have access to Trainee Driver log books to ensure compliance of the efficient delivery of the Driver Training Scheme.
- (b) The Company will take all reasonable steps to assign Trainee Drivers to OJT's in the relevant groups proportionally and evenly.
- (c) ~~To assist in the efficient delivery of Driver Training, OJT's in the Central Group may have their rosters amended (excluding minimum time off between shifts) by the Training Department, to ensure the efficient delivery of the Driver Training Scheme. This process will adhere to core times and notice periods. For the avoidance of doubt, OJTs rostering and shift conditions can only be varied by agreement between the Company and the affected OJT.~~
- (d) If an individual wishes to resign their On Job Training (OJT) duties, this must be done in writing and submitted to the relevant manager. After the Company has undertaken the recruitment and placement of a suitable candidate, this change will take effect. After the Company has undertaken the recruitment and placement of a suitable candidate, the Employee will be returned to train driving duties.

5. Operating Groups

- (a) The Metropolitan Network will be divided into three (3) stand-alone Operating Groups: Metro Central, Metro North and Metro South.
- (b) Employees will be allocated to a Home Depot within one (1) of the three (3) Operating Groups which are comprised of the following lines:
- i. Metro North: Belgrave, Lilydale, Hurstbridge, Glen Waverley, Alamein, ~~South Morang~~Mernda.
 - ii. Metro South: Sunbury, Upfield, Craigieburn, Werribee, Williamstown, Sandringham, Frankston, Pakenham, Cranbourne, Stony Point, Race Course.
 - iii. Metro Central: Flinders Street Station (Drivers allocated to the Central Group will be required to have the requisite training and competence to operate across all areas of the Metropolitan Rail Network).
- (c) Any relocation to new Home Depots will only occur when the implementation of the Operating Groups and/or Flinders Street Decentralisation takes effect. Employees at outstations will not be relocated to alternate depots as a result of the terms of the Agreement.

6. Flinders Street Decentralisation/~~Operating Groups Implementation~~

Flinders Street ERD to Home Depots located in Metro North or Metro South.

- ~~(a) It is expected that outstation depot numbers may increase during the life of the Agreement. The process employed will be an invitation of Expressions of Interest to fill all positions which will be open for a period of two (2) months. This will be open to all Locomotive Grade Employees based on seniority to be transferred to Metro North, South and Central.~~
- ~~i. If there are insufficient applicants to fill the positions at the end of the two (2) month period, then drivers remaining on Flex Roster will be required to take a position at a Home Depot nominated by the Company within a reasonable distance from their residential address.~~
- ~~ii. If there are insufficient Employees on Flex Roster to fill the positions, any further relocations will occur from C Roster. This will be deemed to be a 'major' workplace change and will be subject to Consultation.~~
- ~~(b) Employees will remain on their current Annual Leave rotation until such time as the rotation is reviewed and changed through Consultation. However, following the implementation of the Operating Groups, Employees will only be permitted to swap their Annual Leave blocks within their appointed Operating Group.~~

6.1 Flinders Street Decentralisation involves the relocation of Employees currently appointed to Flinders Street ERD to Home Depots located in Metro North or Metro South. The parties acknowledge the need for Driver decentralisation to occur during the life of the Agreement to:

- (a) address capacity issues at Flinders Street ERD;
- (b) maximise driver facilities in outstation locations;
- (c) provide coverage of rotations at outstation locations;
- (d) optimise outstation roster and rotation coverage to enhance passenger experience;
- (e) respond to any Government initiatives relating to decentralisation.

6.2 Any process of Driver decentralisation during the life of the Agreement must be in accordance with the conditions set out in this clause.

6.3 The Company must initiate an Expressions of Interest (EOI) process to transfer Employees to an outstation location on a voluntary basis. This will be open to all Locomotive Grade Employees based on seniority to be transferred to Metro North or Metro South.

6.4 Positions will be filled based on seniority, consistent with clause 26 of this Schedule (Transfer to a new depot).

Involuntary transfers

6.5 If there are insufficient volunteers to fill the positions at outstation locations then the following must take place:

- (a) The Company will refer to the most recent Train Driver Seniority list; and
- (b) The Company must identify the Employees who are the least senior on FSS R Roster and who live within a reasonable distance to the vacancy at the outstation depot. For the purposes of this clause, a reasonable distance is defined as within a radius of 25km of the residential address of the impacted employee to the outstation location for which there is a vacant position; and

- (c) The Company must consult with Drivers, who may be subject to an involuntary transfer, in accordance with clause 1.10 of this Agreement; and
- (d) Following the period of consultation, the Company will transfer the identified Employees to the relevant outstation location. The Company must then advise all affected Employees in writing of their new work location and a commencement date being no less than 28 days from notification. The commencement date may be altered by agreement between the Company and the affected Employee.

Other conditions

- 6.6 Employees will remain on their current Annual Leave rotation until such time as the rotation is reviewed and changed through a period of consultation in accordance with clause 1.10 of this Agreement. Employees will only be permitted to swap their Annual Leave blocks within their appointed Operating Group.
- 6.7 Employees who already hold a position at an outstation location will not be involuntarily transferred to a new location as a consequence of the Driver Decentralisation process followed by the parties under this clause.
- 6.8 For the avoidance of doubt, clause 6.7 does not in any way interfere with the relocation of Drivers that must occur in the event of a home depot closure.
- 6.9 An Employee must not be subject to more than one involuntary transfer, as a result of the Driver Decentralisation process, during the life of this Agreement.
- 6.10 Any Employee who is subject to an involuntary transfer to an outstation location will be expected to complete two (2) years of active driving service at that location before any further transfers will be accepted, unless otherwise agreed between the Employee and the Company.

7. Principal Drivers (PD) and Driver Trainer Specialists (DTS)

- (a) Notwithstanding the process above at clause 6, Principal Drivers and Driver Training Specialists may be required to transfer to alternate depots across Metro South and Metro North Operating Groups to support training, compliance and assurance related activities. This will initially be undertaken by seniority, unless any Employee is subject to a current performance improvement plan.
- (b) If an Employee wishes to resign their appointment as a PD or DTS, this must be done in writing together with a request to return to train driving duties to their relevant manager. After the Company has undertaken the recruitment and placement of a suitable candidate, the Employee will be returned to train driving duties.

8. Route knowledge

- (a) For Qualified Driver grades, Route Knowledge (change on learned routes) will be provided using a number of learning tools, which may include:
- Driver simulation/simulator;
 - route learning videos;
 - route maps;
 - simulations on service trains including physical observation of tracks; and
 - OJT assisted learning.
- (b) A route risk assessment will be conducted to identify associated risks and aid in determining the appropriate training requirements. Attendees at the risk assessment will include PDs, OJT's and experienced Qualified Drivers in respective route groups who are qualified in the vehicles to be operated over the changed route.

- (c) Should an Employee have their roster changed via a slip, and they are not conversant for the work on the slip, they must advise the Driver Allocation Officer (DAO) as soon as they become aware of the alteration. With the introduction of these training aids, a full suite of route risk assessments of the complete metropolitan area will also be conducted. These route risk assessments will be used for any future infrastructure changes.

9. Depots

- (a) Flinders Street Station (ERD) and the following outstation locations are depots where it is agreed Employees can commence/cease duty at their allocated location (**Home Depots**):

Belgrave	Macleod
	Mernda
Broadmeadows	Mordialloc
Carrum	Newport
Craigieburn	Pakenham
Cranbourne	Pakenham East
Calder Park	Ringwood
Dandenong	Sandringham
Eltham	Watergardens
Epping	Sunbury
Frankston	Upfield
Glen Waverley	Upper Ferntree Gully
Hurstbridge	Werribee
Kananook	
Lilydale	Westall

- ~~(b) North Melbourne Maintenance depot is also treated as a Home Depot for Drivers appointed to D Roster. However such shifts are required to be dual sign on for increased rostering flexibility. It is expected that the D Roster rotation will be established at North Melbourne as a permanent Depot.~~
- ~~(c) During the life of the Agreement, the Company may consider altering or introducing new home depots (including an alternative to Flinders Street Depot, e.g. Flinders Street upgrades) and consultation will be provided in accordance with clause 1.10. In the event depot strengths are increased or a new depot is established, the Company will ensure that adequate facilities are provided (e.g. male and female toilets, locker rooms, sign on area, on site car park).~~
- ~~(d) The implementation of Operating Groups, the Decentralisation of FSS and Government initiatives, or timetable changes may necessitate the consideration of altered or additional depots and depot strengths (including an alternative to Flinders Street, e.g. Flinders Street upgrade). In the event the Company cannot provide certain facilities set out in clause 9(c) and prior to an increase in depot strengths or the introduction of a new depot, a working party will be established at the local level that will be made up of equal numbers of employee and employer representatives. The role of the working party will be to identify and introduce an equivalent outcome.~~

10. Master Rotation

- (a) Employees are Shift Workers who may be rostered to work Day, Afternoon and Night Shifts.
- i. Rostering of Employees shall not exceed eight (8) hours per shift,

however, shifts containing a travel/dock at the commencement of the shift, or a shunt and stable/travel at the completion of the shift, may be rostered to a maximum of eight (8) hours twenty nine (29) minutes.

- ii. All weekend shifts shall be rostered no less than seven (7) hours duration.
- iii. The Master Rotation will consist of A, B, C, D, E, G, R, S, ~~Flex~~ and Part-time, Part-time shift Rosters ~~at Flinders Street ERD~~ and a rotation for each outstation depot including part-time and part-time shift at outstations.
- iv. Part-time rosters shall be no more than ~~thirty eight (38)~~ seventy six (76) hours per fortnight.
- v. All rotations except D, ~~and~~ G and S ~~shall~~may comprise of alternating weeks of Day, ~~and~~ Afternoon and Night shifts.
- vi. All rotations with the exception of ~~Flex~~, R Roster and speciality sequences, e.g. maternity/compassionate leave, shall display shift numbers.
- vii. Outstation shift starts are to be staggered on the rotation to provide a variety of work.
- viii. Outstation holiday relievers can be utilised to cover any roster, where there is no holiday shifts to cover at their home depot they will be required to travel to Flinders Street. Outstation holiday relievers can be utilised, by agreement with the Employee within their Group Rotation Zone, to cover holiday shifts at alternative outstations.
- ix. A, D, G, ~~and~~ E and S Roster sequences will not reduce under be as per their current strengths (as at the time of the approval of this Agreement).

(b) The Flinders Street ERD Rotations will comprise of the following:

- i. A Roster: The core time applicable to this sequence is to start no earlier than 0530 hours and to sign off no later than 2030 hours Monday to Friday, and where practicable on weekends.
- ii. B Roster: The core time applicable to this sequence is to start no earlier than 0400 hours and to sign off no later than 2300 hours Monday to Friday, and where practicable on weekends.
- iii. C Roster: Deemed as 'General Class' Roster comprised of Day, ~~and~~ Afternoon and Night shifts.
- iv. D Roster: Rostered the earliest starts possible and no later than 0500 Monday to Friday, and earliest starts possible on Saturday's and Sunday's.
- v. E Roster: Rostered work will comprise the Newport Pilot and/or Workshops, post maintenance checks, train transfers between maintenance facilities, train testing, etc. Revenue running will be on weekdays when the Employee is available and on Saturday's and Sunday's. E Roster may be renegotiated and used to accommodate new train commissioning and testing in facilities other than Newport Workshops. E Roster will be established at Newport Depot.

When testing Electrical Multi Units (EMU) a single E Roster Qualified Driver will be sufficient to carry out the test with an appropriately qualified assistant. These occasions will be identified by the tasks required to be tested and advised prior to testing.

- vi. G Roster: No core times apply and to be rostered the latest possible starts. Sign on times to be no earlier than 1500, where practicable, and may be required to work night shift.

- vii. R Roster comprises of day and afternoon shifts and is to be a relief roster to cover all work within Central Group. Off Rosters and DDO's will be planned in the Master Rotation. No core times apply, and start times can be altered up to two (2) hours from the first weekday start time.
- viii. S Roster: Will be for Special Duties on a Monday to Friday basis, with nominated revenue shifts on weekends. These may be used as a stand by roster when S Roster shifts are not required.
- ix. S Roster will comprise of two (2) day shift rotations and two (2) afternoon shift rotations with revenue running as part of the shifts.
- x. Available shifts (**AVs**) will be rostered to a maximum of three (3) AV shifts in a four (4) week block to be applied at all outstation rosters contained within the North, South and C Roster within Central. Outstation AVs may be required to work at depots within their Group Rotation Zone.
- ~~xi. Flex Roster: Comprises of day and afternoon shifts and must reflect rostered days off. No core times apply and shifts may be altered up to two (2) hours either side of the first (1st) weekday shift worked. As part of the FSS Decentralisation, Flex Roster will be abolished and replaced by R Roster.~~
- xi. Part-time Roster: No core times apply. Comprises of Day and Afternoon shifts.
- xii. Part time Shift Drivers: No core times apply. Comprises of Day, Afternoon and Night Shifts

11. Group Rotation

(a) Group rotation refers to the combination of multiple depots within a limited radius into one roster zone. Drivers appointed to any of the home depots listed in subclause (b) below will form part of a Group Rotation Zone and will be required to sign on and off at the depot nominated within their Zone as defined below.

(b) Group Rotation Zones:

- (i) Sunbury; Watergardens; Calder Park
- (ii) Westall; Dandenong
- (iii) Pakenham; Pakenham East

11.12. Train Driving Grades

- (a) Train Services Officers, Principal Drivers and Driver Training Specialist.
 - i. Principal Drivers are annually required to return to driving duties for a minimum period of twenty (20) days (one (1) month) to maintain their operator efficiency and accreditation. This may be taken as one (1) block of twenty (20) days (one (1) consecutive month), or two (2) periods of ten (10) days (two (2) weeks), or four (4) periods of five (5) days (one (1) week) at varying times as agreed between the Company and the Employee.
 - ii. Principal Drivers/Instructors will not be rostered to perform part-shift appointed duties and part-shift driving duties. They will undertake train movements as follows:
 - where an outstation Employee fails to report or where driver shifts are open and one of them will be travelling, they may complete the one way journey;
 - where one of them is present at a location which is incurring major train delays due to a serious incident and no Employee is in position or available at the location to move the train, and their

immediate assistance could help reduce delays and assist in the service recovery process;

- to supplement the workforce during periods where shifts exceed the number of available Qualified Drivers;
- where a train is causing, or has the potential to cause, service delays; and
- may be used to drive trains at times of extreme Qualified Driver shortage.

iii. There will be an annual review to assess the career development of each Train Services Officer.

Train Service Officer (Principal Driver Specialist)	Equivalent Pay Rate	Minimum Period
Entry level TSO Principal Driver Specialist	Senior Officer Division 8	
	Senior Officer Division 9	After 5 Years
	Senior Officer Division 10	After 6 Years
	Senior Officer Division 11	After 7 Years
	Senior Officer Division 12	After 8 Years

Train Service Officer (Driver Trainer Specialist)	Equivalent Pay Rate	Minimum Period
Entry level TSO Driver Training Specialist	Senior Officer Division 10	
	Senior Officer Division 11	After 12 months at Division 10 and subject to gaining the necessary accreditation.
	Senior Officer Division 12	After 12 months at Division 11 and subject to gaining the necessary accreditation.

(b) On-Job-Trainer (OJT) Training Incentive Program

- i. The objective of the Training Incentive Program is to encourage maximum participation and availability of OJT's in delivering training to Trainee Drivers.
- ii. The Program
 - the incentive program provides for an annual bonus that is paid in addition to the regular OJT rate.
 - permanently appointed OJT's are not eligible to participate in the bonus scheme.
 - the bonus is calculated by taking into account the total hours worked by a qualified OJT with Trainee Drivers over a period of one (1) year and subject to the amount of time accumulated, becoming eligible for an annual bonus ranging from ten (10) percent to thirty (30) percent.
 - the incentive payment is to be calculated and applied on the following basis:

Percentage of Rostered Time as an OJT	Equivalent Annual Hours Worked with a Trainee	Incentive Payment
1% - 15%	18 hours or greater but < 285 hours	10% loading to be paid

16% - 40%	285 Hours or greater but < 732 hours	15% Loading to be paid
41% - 70%	732 hours or greater but < 1268 hours	20% loading to be paid
71% or greater	1268 hours or greater	30% loading to be paid

- For this purpose it is assumed that Employees on average are rostered five (5) shifts per week for forty-seven (47) weeks after excluding an allowance for annual leave of five (5) weeks. For example: an Employee who spent twenty-five (25) percent of rostered time as an OJT would be entitled to an incentive payment calculated as follows:

25% of average available rostered time spent as an OJT	
=	470.0 hours
=	\$5.32 per hours x 15 percent loading
=	\$0.80 x 470.0 hours
=	\$376.00 (Incentive payment)

- The amount of annual rostered time worked with a Trainee Driver is calculated from the first pay period at the commencement of the financial year (July) through to the last pay period at the end of the financial year (June).
- Payment is to be made to the OJT by no later than 1 September following the end of each financial year.

iii. Application

- OJT's have the option to take the payment as cash, or salary sacrifices the entire incentive payment, into a complying superannuation fund. OJT's wishing to salary sacrifice the incentive payment must elect to do so by 31 March in the financial year for which the payment is to be made.
- Trainee Drivers can be allocated to the same OJT more than once during the period of their training, however allocation will ensure that the Trainee Driver will still have exposure to a variety of OJT's.
- Trainee Drivers may be assigned to undertake training at the Flinders Street depot or any metropolitan depot. In allocating Trainee Drivers to depots, consideration maybe given to any personal extenuating circumstances.
- OJTs must perform at least one (1) week of training in the twelve (12) month period to maintain their training accreditation.
- OJT's are not to be paid Car Expenses when they undertake duties as an OJT at a location other than their permanent appointed position.
- There will be an annual performance review with each OJT to consider any additional learning requirements and if there are deficiencies in the OJT teaching/instructing delivery.
- OJT's will be advised of the review outcomes.

12.13. _____ Wall Sheet

The Wall Sheet incorporating Overtime shifts is to be posted no later than Thursday mornings.

- (a) Shifts shown in the Wall Sheet cannot differ from those shown on the Master Roster for the applicable week without consultation and agreement of those Employees involved.

- (b) Employees are only permitted to work a maximum of twelve (12) shifts per

fortnight (including Overtime).

- (c) The roster or Slip Sections cannot reallocate shifts on the Wall Sheet, once posted, without consultation and agreement of those Employees involved.
- (d) Unless otherwise agreed between the Company and the employee, Sshift allocated to the Wall Sheet may only sign on within two (2) hours either side of the first (1st) weekday shift sign on time for the duration of that week.

13.14. Core Times

- (a) Core time restrictions apply to all Monday to Friday shifts at the Flinders Street ERD included in the Master Roster and wall sheet, except for the following:
 - i. Call times do not apply to shifts allocated as Overtime.
 - ii. Call times do not apply on weekends.

14.15. Variety of Running

- (a) Metro Central Drivers: Master Rosters shall be developed so that Qualified Drivers are rostered over all lines (with the exception of Stony Point) to maintain conversancy and accreditation, where practicable possible.
- (b) Metro North/South Drivers: Master Rosters shall be developed so that Qualified Drivers are rostered over all lines in their respective Operating Group, to maintain driver conversancy and accreditation where practicable.

15.16. Development of Shifts

- (a) To ensure Qualified Driver conversancy and accreditation in their respective Operating Groups, a variety of routes is to be provided on all shifts where practicable possible on all shifts on the wall sheet for the three (3) groups North, South, Central of the Metropolitan Rail Network. Exceptions may apply during times of occupations and nominated special events to all shifts.
- (b) Multiple runs over the same track for Newport-Williamstown, Camberwell-Alamein, Lilydale-Ringwood, Belgrave-Ringwood and Dandenong-Cranbourne shuttle services are permitted. However, no more than four (4) successive shuttle runs can be rostered without an off train break. Multiple shuttle runs may be increased on affected lines where the work or special event is occurring during times of occupations and nominated special events. The off train break is to be no less than fifteen (15) minutes from relief to relief.
- (c) No more than four (4) rostered revenue (running) trips through the Underground Loop, excluding city circles, occupations, nominated special events, and trains travelling to shunt to relevant areas of the Metropolitan Rail Network, are allowed per shift.
- (d) With the exception of Standby trains, Workshop, Wash Plant, Paternity Shifts and restricted duties or return to work programs, no more than seven (7) yard movements which involve preparation and/or stabling are permitted in any one (1) rostered shift. Multiple train preparations are excluded.
- (e) Multiple train preparations (multi prep) can be conducted. Positive proof of train preparation will be provided in the form of driver train preparation docket ~~with carbon copy~~. In the absence of a preparation docket on a train and verification cannot be confirmed by the Qualified Driver an appropriate train preparation will be required. ~~A procedure will be developed between the parties prior to the adoption of this measure.~~

- (f) At least one (1) full time Qualified Driver is to be rostered to a maintenance facility during operational hours (excluding Bayswater) and is required to:
- i. sign on and off at the maintenance depot and report to the maintenance manager / supervisor of that depot; and
 - ii. perform duties, including the preparation of trains and carry out train movements as required during the operational hours of the maintenance depot; and
 - iii. if the maintenance manager / supervisor releasing the Qualified Driver on account of no work to be performed, the Qualified Driver is to report to the Driver Allocation Officer; and
 - iv. work as directed for the remainder of the shift.
- (g) Each shift will contain no more than ~~twothree~~ (23) down and ~~twothree~~ (23) up trips to/from the various ends of the line or intermediate location on the Metropolitan Rail Network to and from Flinders Street or intermediate location. Scheduled trips may be consecutive in nature.
- (h) A fifteen (15) minute off train break will apply when a Train Driver is rostered to drive the same train from the ends of the line or an intermediate location through Flinders Street to an intermediate location or end of the line. For the avoidance of doubt, through running can commence from Flinders Street.
- (i) ~~Multiple runs between Newport and Laverton are permitted; however, n~~o more than ~~twothree~~ (23) successive shuttles may be rostered per shift ~~between Flinders Street and Laverton. They may originate at Flinders Street or return to Flinders Street.~~

16.17. Standby Drivers and Standby Trains

A 'Standby Driver', or alternatively a 'Standby Driver' on a 'Standby Train', will not be subject to the conditions in the Development of Shifts, with the exception of a fifteen (15) minute off train break for four (4) consecutive shuttles; a fifteen (15) minute off train break when a Train Driver drives the same train from the ends of the line or an intermediate location through Flinders Street to an intermediate location or end of the line; and no more than seven (7) yard movements which involve preparation and/or stabling during their rostered shift. Standby Drivers are used for the purpose of operational contingency (i.e. absenteeism, emergency, etc.).

17.18. Day of Operations

On the 'Day of Operations' if a Qualified Driver's shift becomes cancelled due to a disruption or emergency, the provisions contained in the Development of Shifts will no longer apply with the exception of a fifteen (15) minute off train break for four (4) consecutive shuttles; a fifteen (15) minute off train break when a Train Driver drives the same train from the ends of the line or an intermediate location through Flinders Street to an intermediate location or end of the line; and no more than seven (7) yard movements which involve preparation and/or stabling during their rostered shift.

18.19. Meal Locations

- (a) Craigieburn Drivers Depot.
- (b) Craigieburn Station.
- ~~(c)~~ Broadmeadows Station.
- ~~(e)~~(d) Caufield

~~(d)~~(e) Newport Drivers Depot.

~~(e)~~(f) Newport Station.

~~(f)~~(g) Epping Drivers Depot.

~~(g)~~(h) Epping Station.

~~(h)~~(i) Sunbury.

~~(i)~~(j) Hurstbridge.

~~(j)~~(k) Eltham.

~~(k)~~(l) South Morang Station.

~~(l)~~(m) Watergardens.

~~(n)~~ Calder Park Driver Depot.

~~(m)~~(o) ~~Garrum Depot Kananook.~~

~~(n)~~(p) Mordialloc Depot.

~~(o)~~(q) Frankston ~~Depot and Station.~~

~~(p)~~(r) Dandenong.

~~(q)~~(s) Pakenham.

~~(r)~~(t) Cranbourne Depot.

~~(s)~~(u) Lilydale Depot.

~~(t)~~(v) Ringwood Depot.

~~(u)~~(w) Glen Waverley Depot.

~~(v)~~(x) Camberwell.

~~(w)~~(y) Burnley Sidings.

~~(x)~~(z) Westall.

~~(aa)~~ Sandringham.

~~(bb)~~ ~~Mernda Depot and Station~~

~~(cc)~~ ~~South Kensington Training Facility~~

~~(dd)~~ ~~Flemington Race Course~~

~~(y)~~(ee) ~~Pakenham East~~

~~(aa)~~ ~~Intended Meal Locations:~~

~~i.~~ ~~Werribee.~~

~~i.~~ ~~Williamstown.~~

~~ii.~~ ~~Belgrave.~~

- iii. ~~Upper Ferntree Gully.~~
- iv. ~~South Kensington Training Facility.~~
- v. ~~Flemington Race Course.~~

19.20. Roster Changes

(a) Master Rosters

- i. In regards to Master Rosters and Roster Books, sufficient time, being no less than four (4) weeks' notice, shall be given to all the Parties to review the new and/or altered Master Rosters and Rotations. At a minimum, permanent changes to the regular roster or ordinary hours of work will be subject to discussions between the relevant manager and the local work group, including any nominated representatives.
- ii. ~~Where the number of permanent roster changes exceeds two hundred (200) per day, the Roster Book shall be reprinted and published.~~
- iii) ~~The requirement to reprint the Roster Book under clause 20(a)(ii) shall not apply if the permanent roster changes that have exceeded two hundred (200) for the day have been agreed to by the parties.~~
- iv) ~~If the Company introduces the use of electronic devices in an active cab, during the life of the Agreement, then the Company will be able to republish roster books electronically instead of reprinting and this shall satisfy the obligation under subclause 20(a)(ii).~~

(b) Daily Rosters

- i. For slip alterations to sign-on and sign-off times, a minimum of forty-eight (48) hours' notice to Drivers must be provided.
- ii. Subject to (i) above, shift details can be altered provided that the Driver is notified twenty four (24) in advance, unless otherwise agreed between the Company and the Employee.
- iii. A minimum of forty-eight (48) hours' notice shall be given to a Driver who is being offered to work an off roster day, subject to the Rostering Section knowing the shift/s will be open.
- iv. Answering machines/voicemail to be used to request the Driver to contact work only.
- v. ~~Slips are not permitted to alter the original roster book sign-on time by more than two (2) hours.~~
- vi. ~~Group Rotation: location of shift can be altered within 48 hours for shifts commencing at locations within the Group Rotation Zone.~~
- vii. ~~AVs are to be informed no later than 24 hours of their shift.~~
- ~~v.viii. Outstation AVs location of the shift can be altered with 24 hours' notice within the Group Rotation Zone.~~

(c) Holiday Conversion

Holiday conversion rosters will be provided to the RTBU Locomotive Division no less than two (2) weeks prior to the actual event.

20.21. Equalisation of Overtime and Allocation of Off Roster Shifts

(a) Allocation of Overtime

- i. In all cases eleven (11) hours minimum between shifts to be ensured. Unless there is a non-safety critical role being undertaken, then ten (10) hours rest will suffice.
- ii. Any Driver who does not notify the Roster Section that he/she is unavailable on an Off Roster and who subsequently declines a shift offered, must not be shown as absent without leave.
- iii. A Driver must inform the Roster Section he/she is unavailable to work Off Roster.
- iv. Where Overtime is offered at a location other than a home depot and that Driver has not nominated to work at the Location and the Overtime offered is subsequently declined this cannot be counted for equalisation purposes.
- v. Every attempt shall be made to equalise Overtime and where possible on completion of pay fortnight.
- vi. Where the forty eight (48) hours' notice to remain off roster is not provided, the Overtime allocated and rejected shall count toward equalisation.
- vii. When an Overtime shift is allocated and the Driver then reports sick, that shift is allocated as part of the equalisation of shifts.
- viii. In all cases the maximum number of shifts to be worked within each pay fortnight is not to exceed twelve (12) shifts. If there is a circumstance when an employee has worked 12 days consecutively, they are required to have the following day off.

(b) Outstation

- i. At outstations for every eight (8) weeks on rotation, or part thereof, one (1) vacant week may be left unallocated to allow for flexibility of Overtime for Drivers in that location.
- ii. When more than one (1) week is unallocated, it is agreed that Drivers nominated to relieve be used on a daily or weekly basis.
- iii. Drivers who wish to relieve at outstations must nominate to the Roster Section who will allocate on the basis of next name on list next turn rotating.

(c) Sunday Allocation of Overtime

- i. Sunday work is to be given to the location/rotation where the shift originated from or created for where possible.
- ii. Sunday shift is to be given to the first available "Off" (from top) on that shift irrespective of the maximum Sunday roster requirements.
- iii. If no "Off" available on same shift, then first available "Off" on opposite shift.
- iv. All options at original location/rotation to be exhausted before proceeding to the next depot within the zone.
- iv-v. Group Rotations: Sunday work to be allocated to first available off roster within the Group Rotation Zone

(d) Monday to Saturday Overtime

- i. The allocation of Overtime is to be offered to the first available "Off" or on the same shift (AM or PM), from top to bottom on either day or afternoon shift.

- ii. At outstations, if same shift option is exhausted at that location, then the shift shall be offered to the next nearest location within the zone on the same shift.
- iii. If no "Off" available on same shift, or within the zone, then the shift shall be offered to an "Off" on the opposite shift.
- iv. At Flinders Street, allocation of Overtime is to start at A Roster and then worked through the rotation with the Part-time Roster being last offered.
- v. At Flinders Street the opposite shift can be utilised after the same shift option is exhausted commencing again from A Roster.

(e) Allocation of Outstation Overtime

For the purpose of Overtime allocation at outstations, the definition of zone shall be the next nearest outstation depot to that which the shift originated from. Based on the table below read left to right. Once this option is exhausted it will be at the discretion of the Roster Section.

Outstation	OT Offered To	OT Offered To	OT Offered To
Belgrave	Upper FT Gully	Ringwood	Lilydale
Broadmeadows	Craigieburn	Upfield	Watergardens
<u>CarrumKananook</u>	Frankston	Mordialloc	Sandringham
<u>Calder Park</u>	<u>Watergardens</u>	<u>Sunbury</u>	<u>Broadmeadows</u>
Craigieburn	Broadmeadows	Upfield	Watergardens
Cranbourne	Dandenong	Pakenham	Frankston
Dandenong	Westall	Pakenham	Cranbourne
Eltham	Hurstbridge	Macleod	Epping
Epping	Eltham	Macleod	Hurstbridge
Frankston	<u>CarrumKananook</u>	Mordialloc	Sandringham
Glen Waverly	Ringwood	Upper FT Gully	Lilydale
Hurstbridge	Eltham	Macleod	Epping
Lilydale	Ringwood	Upper FT Gully	Belgrave
Newport	<u>Werribee_ Watergardens</u>	<u>Watergardens_ Calder Park</u>	Broadmeadows
Macleod	Eltham	Hurstbridge	Epping
Mordialloc	Sandringham	<u>CarrumKananook</u>	Frankston
Pakenham	<u>Dandenong_ Pakenham East</u>	<u>Cranbourne_ Dandenong</u>	<u>Westall_ Cranbourne</u>
<u>Pakenham East</u>	<u>Pakenham</u>	<u>Dandenong</u>	<u>Cranbourne</u>
Ringwood	Lilydale	Upper FT Gully	Belgrave
Sandringham	Mordialloc	<u>Carrum_ Kananook</u>	Westall

Watergardens	Sunbury Calder Park	Werribee Sunbury	Broadmeadows
Upfield	Broadmeadows	Craigieburn	Watergardens
Upper FT Gully	Belgrave	Ringwood	Lilydale
Werribee	Newport	Watergardens	Broadmeadows
Westall	Dandenong	Sandringham	Pakenham
Sunbury	Watergardens_ Calder Park	Newport_ Watergardens	Werribee Newport

21-22. Public Holiday Conversion Charts

- (a) When a Public Holiday or Special Event results in reduced or increased services, several "Holiday and Special Event Conversion Charts" are to be used via:
- i. Weekday to Saturday applies to most Public Holidays except Christmas Day and Good Friday.
 - ii. Weekday to Sunday applies to Christmas Day and Good Friday only.
 - iii. Saturday to Sunday applies when Christmas Day falls on a Saturday. or
 - iii-iv. A variation of any of the above only as agreed between the RTBU and the Company
- (b) The conversion chart shall be designed to ensure an even distribution of shifts converting to working days and Public Holidays, in consultation with the Union.

22-23. Driver Development

- (a) The Company will provide Driver Development (Continuation Training) which will be rostered during ordinary hours. Driver Development may also be rostered as an overtime shift by agreement with the Driver.
- (b) ~~and Driver Development~~ will be a cumulative period of sixteen (16) hours per annum per Driver. ~~and The hours of Driver Development training~~ may be increased dependent upon the need of on the Company ~~and their~~ Driver's development needs.

23-24. Swapping of Shifts

- (a) Qualified Drivers are only permitted to swap shifts within their appointed Operating Group, i.e. Metro North, Metro South and Metro Central.
- (b) Qualified Drivers are permitted to swap on a day to day or weekly basis, or for permanent day, afternoon or night shifts. Qualified Drivers will ensure when swapping that they do not lose conversancy on route knowledge and classes of trains.
- (c) A full week swap may occur once only.
- (d) Further swaps must be conducted on a daily basis and once only for that given day. Any further requirements to swap must be conducted at the discretion of the train crew roster section.
- (e) This permanent swap arrangement must allow for sufficient time off between shifts, retain shift count balance and be submitted prior to posting the wall sheet.
- (f) The Qualified Driver has a responsibility to remain conversant with the relevant parts of the Metropolitan Rail Network on which they are required to drive. If the roster section is required to assist, the Qualified Driver involved must give six (6) weeks' notice that they need to run over a particular track.
- (g) When a Qualified Driver is absent due to Personal Leave, the permanent swap will remain in effect for a period of two (2) consecutive weeks, then the swap will be suspended until the absent Qualified Driver returns to work and resumes their rostered position. This provision excludes any rostered leave.

24-25. Swapping of Off Roster Days

- (a) If a Qualified Driver swaps a job for an off roster then they must make a mutual swap to work a job with the Employee concerned, within the same pay period, to ensure that both parties are allocated the same number of shifts in the same pay period.
- ~~(b) If the Qualified Driver is unable to swap for an off roster and requires the day off for personal reasons, the Qualified Driver may then approach the train crew roster section for a days' leave.~~
- ~~(c) If the roster section cannot grant such leave due to leave quota limits or Qualified Driver shortage, the Qualified Driver requiring the day off may swap through the swap board for a day off.~~
- ~~(d)(b) Employees swapping for off rosters who reduce their fortnightly shifts below ten (10) will forfeit their fortnightly guarantee on days that they swap for off rosters.~~
- ~~(e)(c) If a Qualified Driver has been allocated an Overtime shift and requires the day off, the shift must be surrendered to the Roster Section, who will reallocate the shift in accordance with the equalisation of Overtime principles. In this case, forty eight (48) hours' notice provision still applies.~~
- ~~(f)(d) The provision allows for the swapping of off roster days, and does not provide a right to give shifts away.~~
- ~~(g)(e) In the first instance, a driver must try to make a mutual swap, i.e. off roster for a job and vice versa, within the same pay period so that the overall number of shifts worked for both drivers remains the same.~~
- ~~(h)(f) If a Driver is unsuccessful in making a mutual swap, and if a Driver requires the day off due to personal reasons, a driver may request a days' leave through the rostering section. This is limited to one days' leave.~~
- ~~(i)(g) If the rostering section cannot grant the leave due to resource demand, a driver may then attempt to make a mutual swap through the swap board. This does not provide a right to give shifts away.~~
- ~~(j)(h) Drivers experiencing extenuating circumstances are advised to contact their Manager for assistance.~~

25-26. **Transfer to a new depot location**

A Qualified Driver may apply for a transfer to an alternate location within their operating group, another operating group, or another roster rotation within the same depot based on seniority/experience and date of application. Any Employee who transfers between Home Depot locations will be expected to complete two (2) years of active service (driving trains) at that location before any further transfer applications will be accepted. If an Employee has registered for a transfer and he/she is successful, but then declines the transfer, they will then be removed from the transfer list for that location for twelve (12) months. Exceptional circumstances will be assessed on a case-by-case basis.

26-27. **Methodology for Establishing Time Allowance**

The general practice for performing time trials is as follows:

- (a) Shunts and Docks

Where possible shunt and dock travel times (no greater than fifteen (15) kph) are achieved by driving to the furthest point in the sidings and allowing for the

operation of any associated infrastructure such as: gates, point leavers, push buttons, etc. When a train is not available, an established formula (speed of twelve (12) kph – two hundred (200) m per minute) is used to calculate the entire movement.

(b) Walking Time

Walking times are established by means of stop watch, performed by joint representatives.

(c) Train Preparation

Standard Time Allowances for train preparations will be reviewed with the introduction of equipment, which is required to be included in the train preparation.

27.28. Notification of Absence and Return to Work

- (a) A minimum of two (2) hours' notice of absence must be provided, where practical to do so.
- (b) Employees must provide details of whether sick or injured day only or sick or injured until further notice.
- (c) If an Employee notifies sick or injured day only and requires additional time off due to illness or injury, then he/she must notify again sick or injured until further notice.
- (d) Employees reporting back for duty after being sick or injured must notify the Roster Section by 1300 Monday to Friday or 1100 on Saturdays and Sundays, to ascertain next turn of duty.
- (e) Employees reporting back for duty after Annual or Long Service leave must notify the Roster Section by 1100 on Saturday to ascertain next turn of duty. Failure to do so can cause the loss of a shift and being marked Absent Without Leave.

28.29. Effecting Relief

Every effort is to be made to arrange relief for Qualified Drivers affected by late running and service disarrangements through any cause.

29.30. Travelling Time Allowance

Where Employees are required to travel by taxi or car, the time allowance to complete the journey shall be either be calculated by using the average time allowances to travel by car or equal to the identical time identified in the Working Timetable (not via loop), whichever is most practicable, plus additional times in the table below:

Walk time to taxi pick up point (default)	2
Walk time to taxi pick up point at FSS	6
Paper work	2
Walk time from taxi rank to Station(default)	2
Burnley Sidings	+5
Racecourse up journey	+18
Racecourse down journey – pre midday	+18
Racecourse down journey – post midday	+36
Racecourse down journey – post 19:00hrs	+18

30.31. Train Preparations

- (a) Subject to the situation in clause 1(b) (Trains prepared during the

~~HomeSafe~~/Night Network period) before a train enters daily service it will require a Main Line Preparation which will be effective for the full service periods of the train, up to twenty four (24) hours.

- (b) Subsequent preparations will be known as revenue preparations and will comprise of pre movement check inspections only.
- (c) Six-car trains that are required to divide at platforms will not require the driver to carry out a Main Line Service Preparation on the middle motor, but will require the driver to carry out a brake test and cab check. Time allocation for attach-detach on centre motor check is ten (10) minutes.
- (d) Time Allowances

Relief times will be reviewed in line with future time table requirements.

Standard Time Allowances

Sign on or off duty	1
Peruse notice board	2
Meal preparation	2
Meal finish	2
Meal break	20
Change ends 3 cars	4
Change ends 6 cars	5
Attach and/or detach cab check only	10
Main Line Service Preparation	35
Pre Movement check/revenue prep	16
Communication time (TR time)	2
Stable 3 car unit	4
Stable 6 car unit	8
Attach and/or detach preparation on centre cab	15
Walk to/from relieve/relief or prepare at platform	2
Peruse notices at ERD (Flinders Street) at meal break	3
Yard or shops transfer pre-movement check/revenue prep	16
Post maintenance preparation on any train, ex examination or major repairs, ex collision and safety critical equipment or brake failure	58
Open and/or Close security gates	2

Flinders Street (ERD)

Walk from/to platforms 1-9 from ERD	6
Walk from/to platforms 10-14	8
Walk from platform to adjacent platform	2
Walk from/to Lay-by sidings and Southern Cross	10
Drivers to effect relief on all platforms	1

Bayswater

Walk to/from sidings	515
Shunt to/from sidings	2

Belgrave

Walk to/from sidings	2
Shunt to/from sidings	2

Brighton Beach

Walk to/from sidings upside	6
Walk to/from downside	10
Shunt to/from sidings (down direction all platform)	7

Broadmeadows

Walk to/from complex to Up platform	4
Walk to/from sidings	11
Shunt to/from A sidings	2
Shunt to/from C sidings	4

Burnley Sidings

Walk to/from Burnley station	23
Walk to/from Tram stop 18	10
Shunt to/from sidings	5

Camberwell

Walk to/from sidings	5
Shunt to/from sidings (via A siding)	7
Shunt to/from sidings (via Riversdale)	12
Walk to/from meal room to plat. 1&2	2
Walk to/from meal room to plat. 3	5

Craigieburn

Walk to/from complex to platform	14
Walk to/from complex to sidings	6
Walk to/from sidings to platform	20
Shunt to/from sidings	5

Cranbourne

Walk to/from complex to platform	10
Walk to/from complex to sidings	5
Walk to/from sidings to platform	10
Shunt to/from sidings	3

Carrum

Walk to/from complex to platform	12
Walk to/from complex to sidings	11
Walk to/from platform to sidings	8
Shunt to/from sidings	4

Dandenong

Walk to/from complex to platform 3	32
Walk to/from complex to platforms 1&2	5
Walk to/from complex/platform to sidings	1314
Shunt to/from sidings	5

Eltham

Walk to/from complex to sidings	6
Walk to/from platform to sidings	6
Shunt to/from sidings	8

Epping

Walk to/from complex to platform	13
Walk to/from complex to sidings	9
Walk to/from sidings to platform	22
Walk to/from sidings to meal room in complex	11
Shunt to/from sidings	5

Frankston

Walk to/from complex/platform to sidings	9
Shunt to/from B sidings	2
Shunt to/from other sidings	7

Glen Waverley

Walk to/from complex to platform/sidings	11
Walk to/from platform to sidings	4
Shunt to/from sidings	7

Hurstbridge

Walk to/from complex to sidings	4
Shunt to/from 2/3 sidings	8
Shunt to/from other sidings	2

Kananook

Walk depot to/from sidings	15
Walk depot to/from platform	15
Walk platform to/from sidings	15

Lilydale

Walk to/from complex to platform or sidings	5
Walk to/from platform to sidings	7
Shunt to/from sidings	2

Layby Sidings

Walk to/from Southern Cross	10
-----------------------------	----

Macaulay Sidings

Walk to/from North Melbourne	15
Shunt to/from sidings (if not shown)	7
Communication time (TR time)	4

Macleod

Walk to/from complex to down platform	4
Walk to/from complex/platform to sidings	10
Shunt to/from sidings (if not shown)	2

Melbourne Yard Sidings

Walk to/from North Melbourne	5
Shunt to/from sidings	7
Communication time (TR time)	4
Walk to/from North Melbourne Wash Plant	10

Mernda

<u>Walk to/from complex to platform</u>	<u>15</u>
<u>Walk to/from complex/platform to sidings</u>	<u>10</u>
<u>Shunt to/from sidings</u>	<u>5</u>
<u>Walk to/from Station meal room to/from platform</u>	<u>10</u>

Mordialloc

Walk to/from complex to platform	12
Walk to/from complex/platform to sidings	4
Shunt to/from sidings	2

Newport

Walk to/from complex to sidings	10
Walk to/from platform to sidings	15
<u>Walk to/from platform to workshops sidings</u>	<u>15</u>
Walk to/from platform to workshops	23
Shunt to/from platform to sidings	5
Shunt to/from shops sidings / Altona sidings	7
Shunt to/from platform to Altona sidings	2

North Melbourne Maintenance Depot (D Roster)

Walk to/from Melbourne Yard	5
Walk to/from Macaulay	20
Walk to/from North Melbourne sidings	24
Walk to/from North Melbourne Station	10
Shunt to/from sidings	7

North Melbourne Sidings

Walk to/from North Melbourne	19
Shunt to/from sidings	7
Communication time (TR time)	4

Pakenham

Walk to/from complex/platform to sidings	9
Shunt to/from sidings Up end	9
Shunt to/from sidings Down end	12

Racecourse

Walk to/from Taxi stop	5
Shunt to/from sidings	8

Ringwood

Walk to/from complex to platform	407
Walk to/from complex/platform to sidings	14
Shunt to/from sidings	5

Sandringham

Walk to/from complex/platform to sidings	3
Shunt to/from sidings	9

Sunbury

Walk to/from complex/platform to sidings A, B & C	9
Walk to/from complex/platform to sidings D & E	7
Walk to/from complex to platform 1	42
Walk to/from complex to platform 2	5
Shunt to/from sidings	2

Upfield

Walk to/from complex/platform to sidings	10
Shunt to/from sidings	2

Upper Ferntree Gully

Walk to/from complex/platform to sidings	5
Shunt to/from sidings	7

Watergardens

Walk to/from complex to platforms 2/3	8
Walk to/from complex to sidings	15
Shunt to/from sidings	3

Werribee

Walk to/from relieve/relief or prepare at platform	3
Walk to/from complex/platform to sidings	2
Shunt to/from sidings	2

Westall

Walk to/from complex to platform	15
Walk to/from platform to sidings	15
Walk to/from complex to sidings	5
Shunt to/from sidings	2
Shunt to/from sidings (via Springvale)	9

Victoria Park

Walk to/from platform 1&2 to siding	10
--	---------------

34.32. Reports

Reports must be provided whenever necessary regarding delays to train services and other operational incidences.

This may be done by the Train Services Officer via the telephone. Such reports will be provided expeditiously, as soon as practicable whilst on duty, time will be allocated for this task.

~~32. Operation of Xtrapolis Fleet~~

~~Subject to single person operating trains safety issue (visibility, spot infrastructure, Xtrapolis speed restrictions); there are no limitations on the operation of Xtrapolis trains on all zones of the Metropolitan System. Signal sighting for the Xtrapolis trains will be reviewed across the system.~~

33. Release of Delegates

- (a) When required, the Company will release the RTBU Locomotive Division nominated workplace delegates to assist in the successful implementation of the

three (3) operating groups (North, South and Central), Government Construction and Renewal Projects, High Capacity Signalling and High Capacity Metro Trains.

- (b) Subject to operational requirements and reasonable time off shift, ~~office bearersdelegates~~ of the RTBU Locomotive Division will be released from duties to enable them to attend union activities, provided that at least forty-eight (48) hours written notice is provided to the Company, unless otherwise agreed. Earlier notice will assist in facilitating the release of ~~office bearersdelegates~~. These activities include attending investigations with members which involve disciplinary, welfare, safety, SPAD and speeding, and return to work. Nothing in this clause removes an Employee's responsibility to ensure their representative is available, and any meeting will not be delayed due to the unavailability of a representative, unless agreed by the Company. Other union activities for which release from duty will be granted include attending relevant FWC listings and Company committees and working parties.
- (c) Subject to (b) above, leave without pay will also be granted to ~~office bearersdelegates~~ of the RTBU Locomotive Division to attend WorkSafe meetings with HSR's, ACCS Conciliations with members, RTBU member meetings, RTBU Metropolitan Sub-Division meetings and Divisional, Branch or National RTBU meetings and conferences.
- (d) Payment will not be made for an off roster day, unless otherwise approved by the Company.
- (e) Release from duty for any other reason is subject to provisions at clauses 1.13 and 1.14 of the Agreement.

34. Long term release of Union Officials – Locomotive Division only

- (a) The Company will release an elected official for the duration of their term.
- (b) The maintenance of accreditation will occur in consultation with the Company and the employee. This will be completed on weekends or public holidays. During this time the employee would be paid as such and will abide by the usual Company terms.
- (c) During the release from the Company the employee will not be considered an employee of the Company.
- (d) The elected official will ensure priority and attendance to Company matters subject to notice periods provided by the Company, so far as is reasonably practicable.
- (e) An annual review will occur to assess the ongoing suitability of the arrangement for all parties. The review will be conducted with regard to the requirements of this clause.

SCHEDULE 2 – INFORMATION, COMMUNICATION AND TECHNOLOGY (ICT) OPERATIONS – ON CALL “STANDBY”

1. Systems Engineer

- (a) On Call “Standby”
- i. Where a Systems Engineer undertakes a turn on the weekly On Call “Standby” roster rotation, they will be paid an allowance of five (5) dollars per hour to cover the out of hours periods as follows:
 - Monday to Friday five (5) by thirteen (13) hours per day for 1800 to 0700 coverage.
 - Saturday and Sunday forty-eight (48) hours’ coverage.
 - ii. An Employee rostered On Call “Standby” on a week day where a Public Holiday falls will be required to be available to cover and paid the above mentioned allowance for the additional eleven (11) hour portion of that Public Holiday.
- (b) Call Out Payment
- i. On Site: Where the Systems Engineer is required to travel to a site outside their normal hours of duty to rectify an IT matter, then they are to receive a minimum payment of four (4) hours. The minimum payment shall be increased by fifty percent (50%) for such attendance during a Monday to Friday period and by one hundred percent (100%) when it relates to a Saturday/Sunday or Public Holiday.
 - ii. Off Site: Where the Systems Engineer receives a call after hours and does not have to undertake any travel to address the matter then they shall be paid for the time involved with a minimum of one (1) hour at the appropriate Overtime rate. The appropriate Overtime rate for a Monday to Friday period is plus fifty percent (50%) except where the overall time undertaken to resolve this issue or consecutive issues exceeds three (3) hours then such additional time be paid at plus one hundred percent (100%). For time involved to address such matters on a Saturday/Sunday or Public Holiday then the Overtime rate shall be plus one hundred percent (100%).

2. Network Specialist

- (a) The Network Specialists do not have an on-call roster arrangement and therefore do not receive the “On Call” standby allowance.
- (b) It is however recognised that matters can be escalated to them for their specialist knowledge and therefore on occasions they will be called to address network/server related matters outside of normal working hours.
- (c) In recognition, the following arrangement will apply:
- i. Call Out Payment
 - On Site: Where the Network Specialist is required to travel to a site outside their normal hours of duty to rectify an IT matter, then they are to receive a minimum payment of four (4) hours. The minimum payment shall be increased by fifty percent (50%) for such attendance during a Monday to Friday period and by one hundred percent (100%) when it relates to a Saturday/Sunday or Public Holiday.
 - Off Site: Where the Network Specialist receives a call after hours and does not have to undertake any travel to address the matter then they shall be paid for the time involved with a minimum of one (1) hour at the

appropriate Overtime rate. The appropriate overtime rate for a Monday to Friday period is plus fifty percent (50%) except where the overall time undertaken to resolve this issue or consecutive issues exceeds three (3) hours then such additional time be paid at plus one hundred percent (100%). For time involved to address such matters on a Saturday/Sunday or Public Holiday then the Overtime rate shall be plus one hundred percent (100%).

3. Time Recording of Call Outs

To ensure that either Systems Engineers or Network Specialists are paid correct payment entitlement, the actual time involved attending to the call must be shown on the timesheet. The payroll officer will then apply the appropriate overtime penalty payment.

SCHEDULE A – JOB DESCRIPTORS – OPERATIONS, SALARIED, ADMINISTRATION AND ENGINEERING EMPLOYEES

Customer Service Employee	Will perform customer service, presentation and operational duties, ranging from routine to specialist.
Signalling Employee	Will control movement of trains through the operation of a signal frame or a signal control panel, ranging from routine to specialist.
Train Control Employee	Will control movement of trains and personnel on Metropolitan Network, ranging from routine to specialist.
Authorised Officer	Will provide assistance to the travelling public and employees and revenue protection, ranging from routine to specialist.
Administrative Employee	Will perform work associated with the administration and/or management of Rail Operations functions, ranging from routine to specialist.

12 March 2020

Without Prejudice

Pay	Pay Code	Current		Jul-19		Jan-20		Jul-20		Jan-21		Jul-21		Jan-22		Jul-22		Jan-23	
				1.00%		2.50%		1.00%		2.50%		1.00%		2.50%		1.00%		2.50%	
Code	Description	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual
TGI	SIGNALMAN SPECIAL 'B'	\$31,3416	\$62,142	\$31,6550	\$62,763	\$32,4464	\$64,333	\$32,7709	\$64,976	\$33,5901	\$66,600	\$33,9260	\$67,266	\$34,7742	\$68,948	\$35,1219	\$69,637	\$36,0000	\$71,378
THF	STN/ASST. CLASS 1.	\$26,1750	\$51,898	\$26,4368	\$52,417	\$27,0977	\$53,727	\$27,3686	\$54,265	\$28,0529	\$55,621	\$28,3334	\$56,178	\$29,0417	\$57,582	\$29,3321	\$58,158	\$30,0654	\$59,612
THG	STN/ASST. CLASS 2.	\$25,6860	\$50,929	\$25,9429	\$51,438	\$26,5914	\$52,724	\$26,8573	\$53,251	\$27,5288	\$54,583	\$27,8041	\$55,129	\$28,4992	\$56,507	\$28,7842	\$57,072	\$29,5038	\$58,499
THH	STN/ASST.C3. OTHERS.	\$24,9743	\$49,518	\$25,2240	\$50,013	\$25,8546	\$51,264	\$26,1132	\$51,776	\$26,7660	\$53,071	\$27,0337	\$53,601	\$27,7095	\$54,941	\$27,9866	\$55,491	\$28,6863	\$56,878
THI	STN/ASST.C3.12 MTH.SVCE	\$25,2466	\$50,058	\$25,4991	\$50,559	\$26,1365	\$51,823	\$26,3979	\$52,341	\$27,0579	\$53,649	\$27,3284	\$54,186	\$28,0116	\$55,540	\$28,2918	\$56,096	\$28,9991	\$57,498
THJ	STN/ASST.LEADING(ELSE)	\$26,5519	\$52,646	\$26,8174	\$53,172	\$27,4879	\$54,502	\$27,7627	\$55,047	\$28,4568	\$56,423	\$28,7414	\$56,987	\$29,4599	\$58,412	\$29,7545	\$58,996	\$30,4984	\$60,471
THL	STN/ASST.MTR.PCLS	\$24,8384	\$49,248	\$25,0868	\$49,740	\$25,7140	\$50,984	\$25,9711	\$51,494	\$26,6204	\$52,781	\$26,8866	\$53,309	\$27,5587	\$54,642	\$27,8343	\$55,188	\$28,5302	\$56,568
TIB	SUPERVISOR PLATFORM	\$27,0290	\$53,592	\$27,2993	\$54,128	\$27,9818	\$55,481	\$28,2616	\$56,036	\$28,9681	\$57,437	\$29,2578	\$58,011	\$29,9893	\$59,461	\$30,2891	\$60,056	\$31,0464	\$61,557
ICT Operations																			
OKA	DESKTOP SUPPORT LEVEL 2	\$39,0051	\$77,337	\$39,3952	\$78,110	\$40,3800	\$80,063	\$40,7838	\$80,864	\$41,8034	\$82,885	\$42,2215	\$83,714	\$43,2770	\$85,807	\$43,7098	\$86,665	\$44,8025	\$88,832
OKB	DESKTOP SUPPORT TEAM LEADER	\$52,8591	\$104,806	\$53,3877	\$105,854	\$54,7224	\$108,50	\$55,2696	\$109,585	\$56,6513	\$112,325	\$57,2179	\$113,448	\$58,6483	\$116,28	\$59,2348	\$117,447	\$60,7157	\$120,384
OKC	IT INFRASTRUCTURE TEAM LEADER	\$73,9544	\$146,633	\$74,6939	\$148,099	\$76,5613	\$151,802	\$77,3269	\$153,320	\$79,2601	\$157,153	\$80,0527	\$158,724	\$82,0540	\$162,692	\$82,8745	\$164,319	\$84,9464	\$168,427
OKD	DATA BASE ADMINISTRATOR	\$51,2333	\$101,583	\$51,7456	\$102,599	\$53,0393	\$105,16	\$53,5697	\$106,215	\$54,9089	\$108,871	\$55,4580	\$109,960	\$56,8444	\$112,70	\$57,4129	\$113,83	\$58,8482	\$116,681
OKE	SNR DATA BASE ADMINISTRATOR	\$65,8411	\$130,546	\$66,4995	\$131,851	\$68,1620	\$135,148	\$68,8436	\$136,499	\$70,5647	\$139,912	\$71,2704	\$141,311	\$73,0521	\$144,844	\$73,7826	\$146,292	\$75,6272	\$149,949
OKF	LEVEL 1 DEVELOPER APPLIC'S SUPPORT	\$59,3437	\$117,663	\$59,9371	\$118,840	\$61,4356	\$121,811	\$62,0499	\$123,029	\$63,6012	\$126,104	\$64,2372	\$127,365	\$65,8431	\$130,550	\$66,5015	\$131,855	\$68,1641	\$135,152
OKG	LEVEL 2 DEVELOPER APPLIC'S SUPPORT	\$56,1014	\$111,235	\$56,6624	\$112,347	\$58,0790	\$115,15	\$58,6598	\$116,308	\$60,1263	\$119,215	\$60,7275	\$120,407	\$62,2457	\$123,418	\$62,8682	\$124,652	\$64,4399	\$127,768
OKH	ICT M'MENT Of CHANGE CO-ORD	\$52,8591	\$104,806	\$53,3877	\$105,854	\$54,7224	\$108,50	\$55,2696	\$109,585	\$56,6513	\$112,325	\$57,2179	\$113,448	\$58,6483	\$116,28	\$59,2348	\$117,447	\$60,7157	\$120,384
OKI	ICT INFRA PROJECT MANAGER	\$64,2153	\$127,323	\$64,8575	\$128,596	\$66,4789	\$131,811	\$67,1437	\$133,129	\$68,8223	\$136,457	\$69,5105	\$137,822	\$71,2483	\$141,268	\$71,9607	\$142,680	\$73,7598	\$146,247
OKJ	STORAGE ENGINEER	\$60,9741	\$120,896	\$61,5838	\$122,105	\$63,1234	\$125,158	\$63,7547	\$126,409	\$65,3485	\$129,569	\$66,0020	\$130,865	\$67,6521	\$134,137	\$68,3286	\$135,478	\$70,0368	\$138,865
OKK	SYSTEMS ENGINEER	\$65,8411	\$130,546	\$66,4995	\$131,851	\$68,1620	\$135,148	\$68,8436	\$136,499	\$70,5647	\$139,912	\$71,2704	\$141,311	\$73,0521	\$144,844	\$73,7826	\$146,292	\$75,6272	\$149,949
OKL	SNR SYSTEMS ENGINEER	\$69,0805	\$136,969	\$69,7713	\$138,339	\$71,5156	\$141,797	\$72,2307	\$143,215	\$74,0365	\$146,796	\$74,7769	\$148,263	\$76,6463	\$151,970	\$77,4128	\$153,490	\$79,3481	\$157,327
OKM	SNR NETWORK ENGINEER	\$69,0805	\$136,969	\$69,7713	\$138,339	\$71,5156	\$141,797	\$72,2307	\$143,215	\$74,0365	\$146,796	\$74,7769	\$148,263	\$76,6463	\$151,970	\$77,4128	\$153,490	\$79,3481	\$157,327

SCHEDULE C - ALLOWANCES

Pay Code	Current	Jul-19	Jan-20	Jul-20	Jan-21	Jul-21	Jan-22	Jul-22	Jan-23
Description		1.00%	2.50%	1.00%	2.50%	1.00%	2.50%	1.00%	2.50%
SPCL.PYMT 2 1ST YR	\$5.3521	\$5.4056	\$5.5408	\$5.5962	\$5.7361	\$5.7934	\$5.9383	\$5.9977	\$6.1476
SPCL.PYMT 2 2ND YR	\$3.6752	\$3.7120	\$3.8048	\$3.8428	\$3.9389	\$3.9783	\$4.0777	\$4.1185	\$4.2215
SPCL.PYMT 2 3RD YR	\$4.2695	\$4.3122	\$4.4200	\$4.4642	\$4.5758	\$4.6216	\$4.7371	\$4.7845	\$4.9041
SPCL.PYMT 1 1ST YR	\$4.5915	\$4.6374	\$4.7534	\$4.8009	\$4.9209	\$4.9701	\$5.0944	\$5.1453	\$5.2739
SPCL.PYMT 1 2ND YR	\$4.9377	\$4.9871	\$5.1118	\$5.1629	\$5.2919	\$5.3449	\$5.4785	\$5.5333	\$5.6716
SPCL.PYMT 1 3RD YR	\$5.3521	\$5.4056	\$5.5408	\$5.5962	\$5.7361	\$5.7934	\$5.9383	\$5.9977	\$6.1476
LOCO.DRV.SPCL.CLASS	\$0.4799	\$0.4847	\$0.4968	\$0.5018	\$0.5143	\$0.5195	\$0.5325	\$0.5378	\$0.5512
INST C'ROOM/SIMTR (MET)	\$10.2159	\$10.3181	\$10.5760	\$10.6818	\$10.9488	\$11.0583	\$11.3348	\$11.4481	\$11.7343
ON THE JOB TRAIN. (MET)	\$3.1415	\$3.1729	\$3.2522	\$3.2848	\$3.3669	\$3.4005	\$3.4856	\$3.5204	\$3.6084
ON JOB TRN METRO.ALLCE	\$10.2159	\$10.3181	\$10.5760	\$10.6818	\$10.9488	\$11.0583	\$11.3348	\$11.4481	\$11.7343
Disruption to Work	\$0.8610	\$0.8696	\$0.8914	\$0.9003	\$0.9228	\$0.9320	\$0.9553	\$0.9649	\$0.9890
Early Morning Shift - Loco	\$3.4154	\$3.4496	\$3.5358	\$3.5712	\$3.6604	\$3.6970	\$3.7895	\$3.8274	\$3.9230
Afternoon Shift - Loco	\$3.4154	\$3.4496	\$3.5358	\$3.5712	\$3.6604	\$3.6970	\$3.7895	\$3.8274	\$3.9230
Night Shift - Loco	\$4.0143	\$4.0544	\$4.1558	\$4.1974	\$4.3023	\$4.3453	\$4.4540	\$4.4985	\$4.6110
1:01 To 3:59 - Loco	\$4.0143	\$4.0544	\$4.1558	\$4.1974	\$4.3023	\$4.3453	\$4.4540	\$4.4985	\$4.6110
Early Morning Shift - Sal	\$3.5352	\$3.5706	\$3.6598	\$3.6964	\$3.7888	\$3.8267	\$3.9224	\$3.9616	\$4.0606
Afternoon Shift - Sal	\$3.5352	\$3.5706	\$3.6598	\$3.6964	\$3.7888	\$3.8267	\$3.9224	\$3.9616	\$4.0606
Night Shift - Sal	\$4.1343	\$4.1756	\$4.2800	\$4.3228	\$4.4309	\$4.4752	\$4.5871	\$4.6330	\$4.7488
1:01 to 3:59 - Sal	\$4.1343	\$4.1756	\$4.2800	\$4.3228	\$4.4309	\$4.4752	\$4.5871	\$4.6330	\$4.7488
Early Morning Shift - TPW	\$3.5147	\$3.5498	\$3.6386	\$3.6750	\$3.7669	\$3.8045	\$3.8996	\$3.9386	\$4.0371
Afternoon Shift - TPW	\$3.5147	\$3.5498	\$3.6386	\$3.6750	\$3.7669	\$3.8045	\$3.8996	\$3.9386	\$4.0371
Night Shift - TPW	\$4.0942	\$4.1351	\$4.2385	\$4.2809	\$4.3879	\$4.4318	\$4.5426	\$4.5880	\$4.7027
.1:01 to 3:59 - TPW	\$4.0942	\$4.1351	\$4.2385	\$4.2809	\$4.3879	\$4.4318	\$4.5426	\$4.5880	\$4.7027
Suburban Relieving Expenses	\$24.4495	\$24.6940	\$25.3113	\$25.5645	\$26.2036	\$26.4656	\$27.1272	\$27.3985	\$28.0835
En-man Sub'n regularly employed driving electric	\$8.7879	\$8.8758	\$9.0977	\$9.1887	\$9.4184	\$9.5126	\$9.7504	\$9.8479	\$10.0941
Suburban Group Working	\$7.4036	\$7.4776	\$7.6646	\$7.7412	\$7.9348	\$8.0141	\$8.2145	\$8.2966	\$8.5040
Overtime Meal	\$12.2248	\$12.3470	\$12.6557	\$12.7823	\$13.1018	\$13.2329	\$13.5637	\$13.6993	\$14.0418
T&I Return To HQ Same Day	\$24.4495	\$24.6940	\$25.3113	\$25.5645	\$26.2036	\$26.4656	\$27.1272	\$27.3985	\$28.0835
Sub Relieving/Away O'night	\$109.6786	\$110.7754	\$113.5448	\$114.6802	\$117.5472	\$118.7227	\$121.6908	\$122.9077	\$125.9804
AO Late Shift Meal (Fri & Sat Only)	\$24.4495	\$24.6940	\$25.3113	\$25.5645	\$26.2036	\$26.4656	\$27.1272	\$27.3985	\$28.0835
T&I B'Fast/Lunch (1st 4 weeks)	\$25.8270	\$26.0853	\$26.7374	\$27.0048	\$27.6799	\$27.9567	\$28.6556	\$28.9422	\$29.6657
T&I Tea (1st 4 Weeks)	\$38.0517	\$38.4322	\$39.3930	\$39.7870	\$40.7816	\$41.1894	\$42.2192	\$42.6414	\$43.7074
T&I Bed (1st 4 Weeks)	\$109.6786	\$110.7754	\$113.5448	\$114.6802	\$117.5472	\$118.7227	\$121.6908	\$122.9077	\$125.9804
T&I B'Fast/Lunch (Aft 4 Weeks)	\$24.6216	\$24.8678	\$25.4895	\$25.7444	\$26.3880	\$26.6519	\$27.3182	\$27.5914	\$28.2812
T&I Tea (Aft 4 Weeks)	\$30.6479	\$30.9544	\$31.7282	\$32.0455	\$32.8467	\$33.1751	\$34.0045	\$34.3445	\$35.2032
T&I Bed (Aft 4 Weeks)	\$95.2152	\$96.1674	\$98.5715	\$99.5573	\$102.0462	\$103.0666	\$105.6433	\$106.6997	\$109.3672

12 March 2020

Without Prejudice