## Index of clauses for the Metro Trains Melbourne Pty Ltd Rail Operations Enterprise Agreement 2019 (the Proposed Agreement)

This index contains all clause titles and numbers for the Proposed Agreement and compares each clause against the current Rail Operations Enterprise Agreement (**2015 Agreement**) to identify whether a clause has changed, remained unchanged, has been deleted or is a new clause. The index also provides a brief explanation on why the clause has changed in comparison to the 2015 Agreement.

For further details on what exactly has changed compared to the 2015 Agreement, please refer to the Tracked changes version of the Proposed Agreement which can be found via this link: <a href="https://www.metrotrains.com.au/enterprise-agreement/ea\_rail\_operations">https://www.metrotrains.com.au/enterprise-agreement/ea\_rail\_operations</a>

For further details on why a clause has changed compared to the 2015 Agreement, please email <u>enterpriseagreement@metrotrains.com.au</u> or speak to your manager.

|   | Clause reference  |                       |   |   |
|---|-------------------|-----------------------|---|---|
| Clause title  | 2015<br>Agreement | Proposed<br>Agreement | Status<br>(changed /<br>unchanged /<br>new clause / | Reason/s for change   |
|   |                   |                       | deleted)  |   |
| SECTION ONE: THE AGREEMENT  | •                 |                       |   |   |
| Title   | 1.1               | 1.1                   | Changed   | Clause updated to reflect new title of the Proposed Agreement.  |
| Parties Bound   | 1.2               | 1.2                   | Changed   | Provide further clarity on which employees are covered by the Proposed Agreement.   |
| Operation and Nominal Expiry Date                                 | 1.3               | 1.3                   |   | Updated to reflect an expiry date of 30 June 2023.  |
| Relationship To Awards and Agreements and                         | 1.4               | 1.4                   | Changed   | Inserted new subclause that provides clarity on how the Proposed Agreement  |
| NES   |                   |                       |   | interacts with the National Employment Standards (NES).   |
| No Extra Claims   | 1.5               | 1.5                   | Unchanged   | -   |
| Aim of Agreement  | 1.6               | 1.6                   | Changed   | Updated to ensure the Aim is relevant for the life of the Proposed Agreement.   |
| Wage and Allowance Adjustments                                    | 1.7               | 1.7                   | Changed   | Updated to reflect Metro's wage offer of 14% for the life of the Proposed Agreement.  |
| Commitment By The Parties   | 1.8               | 1.8                   | Changed   | Removed details relating to an old payment which is no longer relevant for the<br>Proposed Agreement.<br>Inserted definition for "High Capacity Network".<br>Provide clarity that that this clause will only apply subject to any requirements set out<br>elsewhere in the Proposed Agreement, including Part 4 and Schedule 1. |
| Performance of driving and other train movements by Train Drivers | 1.9               | 1.9                   | Unchanged   | -   |

| Consultation                        | 1.10     | 1.10 | Changed    | Updated to make it clearer and easier to understand when consultation is required.     |
|-------------------------------------|----------|------|------------|--|
| Transition of Agreement Obligations | 1.11     | n/a  | Deleted    | Metro and the RTBU agreed to delete.   |
| Dispute Resolution                  | 1.12     | 1.11 | Changed    | Provide clarity on how matters relating to occupational health and safety are dealt    |
|                                     |          |      |            | with under this procedure. This mirrors the amendment made to the Dispute              |
|                                     |          |      |            | Resolution clause in Metro's 2019 Rolling Stock Enterprise Agreement at the request    |
|                                     |          |      |            | of the Fair Work Commission.   |
| Union Delegates                     | 1.13     | 1.12 | Changed    | Updated to reflect that Women's Advocates and Officers are recognised as Delegates     |
|                                     |          |      |            | as well.   |
| Union Leave                         | 1.14     | 1.13 | Changed    | New subclause providing an aggregate amount of Union leave for Delegates and the       |
|                                     |          |      |            | rules surrounding this entitlement.  |
| Individual Flexibility Arrangements | 1.15     | 1.14 | Changed    | Minor changes made to provide further clarity.   |
| Right to request flexible work      | n/a      | 1.15 | New clause | New clause inserted to provide increased opportunities for flexible work               |
|                                     |          |      |            | arrangements for certain employees.  |
| Supplementary Labour                | 1.16     | n/a  | Deleted    | This clause was removed because the Rail Division and the Locomotive Division each     |
|                                     |          |      |            | have their own respective supplementary labour clause in sections three and four       |
|                                     |          |      |            | respectively of the Proposed Agreement.  |
| SECTION TWO: GENERAL EMPLOYMENT CON | IDITIONS |      |            |  |
| Employment Categories               | n/a      | 2.1  | New clause | New clause inserted to provide clarity on the different employment categories that     |
|                                     |          |      |            | apply for employees covered by the Proposed Agreement.                                 |
| Continuity of Service               | 2.1      | 2.2  | Unchanged  | -  |
| Alcohol And Drug Screening          | 2.2      | 2.3  | Changed    | Remove the word "random" as this is not the only reason why Drug and Alcohol           |
|                                     |          |      |            | Screening may take place.  |
| Termination Of Employment           | 2.3      | 2.4  | Unchanged  | -  |
| Redundancy                          | 2.4      | 2.5  | Unchanged  | -  |
| Annual Leave                        | 2.5      | 2.6  | Changed    | Clarify that a medical certificate from a (AHPRA) registered medical practitioner must |
|                                     |          |      |            | be supplied where an Employee applies to substitute Personal Leave for Annual Leave    |
|                                     |          |      |            | because they were sick whilst on Annual Leave.   |
| Long Service Leave                  | 2.6      | 2.7  | Changed    | Make it clearer and easier for employees to understand the requirements for taking     |
|                                     |          |      |            | long service leave.  |
| Parental Leave                      | 2.7      | 2.8  | Changed    | Changes made to reflect Metro's current parental leave policy and to ensure            |
|                                     |          |      |            | compliance with the NES.   |
| Personal Leave                      | 2.8      | 2.9  | Changed    | Provide employees who are suffering a long term illness and have insufficient          |
|                                     |          |      |            | personal leave entitlement, with further options to access other paid leave            |

|  |      |      |            | entitlements.  |
|--|------|------|------------|--|
| Compassionate/Bereavement Leave              | 2.9  | 2.10 | Changed    | Minor changes made to provide further clarity.   |
|  |      |      |            | Provide more flexibility on when bereavement leave is taken.                               |
| Special Leave – Family Violence              | 2.10 | 2.11 | Changed    | Provide employees with further options to access additional leave.                         |
| Community Service Leave (incl. Jury Service) | n/a  | 2.12 | New clause | New clause to recognise Metro's recent change in policy on providing a more                |
|  |      |      |            | beneficial entitlement to employees who volunteer in firefighting, flood relief or other   |
|  |      |      |            | emergency activities. Previously employees were paid at their base rate of pay,            |
|  |      |      |            | however Metro's recent change in policy has enhanced this entitlement so that              |
|  |      |      |            | employees will be paid as per their roster so that they do not suffer any reduction in     |
|  |      |      |            | pay as a consequence of volunteering in these activities.                                  |
| Time In Lieu                                 | 2.11 | 2.13 | Unchanged  | -  |
| Make-Up Time                                 | 2.12 | 2.14 | Unchanged  | -  |
| Shiftwork Allowances                         | 2.13 | 2.15 | Unchanged  | -  |
| Limitation of Penalty Payments               | 2.14 | 2.16 | Unchanged  | -  |
| Public Holidays                              | 2.15 | 2.17 | Changed    | This clause remains largely the same except that Metro has agreed to the following         |
|  |      |      |            | two improvements for employees:  |
|  |      |      |            | Where a part-time employee has worked on a public holiday (other than Sunday)              |
|  |      |      |            | they can choose to be paid at double time and a half or be paid at time and a half and     |
|  |      |      |            | receive a credit on the number of hours worked.  |
|  |      |      |            | • For Train Controllers, Signallers, Train Drivers and Driver Allocation Officers – public |
|  |      |      |            | holiday credits can be accrued over the life of the Proposed Agreement.                    |
| Accident Make-Up Pay                         | 2.16 | 2.18 | Changed    | Definition of "relevant state legislation" updated.  |
| Payment of Wages                             | 2.17 | 2.19 | Unchanged  | -  |
| Probation                                    | 2.18 | 2.20 | Unchanged  | -  |
| Salary Maintenance – Appointment of          | 2.19 | 2.21 | Changed    | Revised to simplify the clause, now providing for one set of rules to apply to all new     |
| Redeployed Employee                          |      |      |            | redeployments (post Operation Date of the Proposed Agreement) to a position with a         |
|  |      |      |            | lower classification. Employees who are currently on salary maintenance                    |
|  |      |      |            | arrangements will continue to remain on these arrangements.                                |
| Superannuation                               | 2.20 | 2.22 | Changed    | Provide greater clarity on superannuation entitlements and list the default                |
|  |      |      |            | superannuation fund (VicSuper).  |
| Novated Lease                                | 2.20 | 2.23 | Unchanged  | -  |
| Travel Pass Entitlement                      | 2.21 | 2.24 | Unchanged  | -  |
| Uniforms                                     | 2.22 | 2.25 | Changed    | Include reference to maternity clothes.  |

| Travelling and Incidental Expenses                | 2.23         | 2.26          | Unchanged      | -   |
|---|--------------|---------------|----------------|---|
| Amenities   | 2.24         | 2.27          | Unchanged      | -   |
| Staff Development And Feedback                    | 2.25         | 2.28          | Unchanged      | -   |
| Income Protection Insurance                       | n/a          | 2.29          | New clause     | Provide employees the option to salary sacrifice income protection insurance through  |
|   |              |               |                | Incolink.   |
| Sexual Harassment in the Workplace                | n/a          | 2.30          | New clause     | New clause that sets out Metro's commitments and obligations to prevent sexual        |
|   |              |               |                | harassment occurring in the workplace, including employee training and education.     |
| Gendered Violence in the Workplace                | n/a          | 2.31          | New clause     | New clause that sets out Metro's commitments and obligations to prevent gendered      |
|   |              |               |                | violence occurring in the workplace.  |
| SECTION THREE: EMPLOYMENT CONDITIONS: OPP         | RATIONS, SAL | ARIED, ADMINI | STRATION AND E | INGINEERING EMPLOYEES   |
| Definitions relating to Operations, Salaried,     | 3.1          | 3.1           | Changed        | Insert reference to "OCMS".   |
| Administration and Engineering Employees          |              |               |                |   |
| Relieving Expenses                                | 3.2          | 3.2           | Unchanged      | -   |
| Multiple Sign-On/Sign-Off Locations               | 3.3          | 3.3           | Changed        | New provisions allowing AOs to sign on or off at a location other than their home     |
|   |              |               |                | depot in certain circumstances to meet operational needs and individual needs. Sign   |
|   |              |               |                | on locations will be published seven days in advance. As a result of the inclusion of |
|   |              |               |                | these new provisions, Metro and the RTBU agreed to delete the "Travelling and         |
|   |              |               |                | Waiting Time" clause.   |
| Disruption to Work Allowance                      | 3.4          | 3.4           | Changed        | Revised wording to provide greater clarity on the conditions of the entitlement.      |
| Limitation of Application – Senior Officers (SOs) | 3.5          | 3.5           | Unchanged      | -   |
| and Professional Engineers (PEs)                  |              |               |                |   |
| Meal Allowances                                   | 3.6          | 3.6           | Unchanged      | -   |
| Suburban Group Working                            | 3.7          | 3.7           | Unchanged      | -   |
| Guaranteed Payment                                | 3.8          | 3.8           | Unchanged      | -   |
| Minimum Payment                                   | 3.9          | 3.9           | Unchanged      | -   |
| Excess Shifts                                     | 3.10         | 3.10          | Changed        | Minor change to separate subclause (a) into two sentences.                            |
| Overtime  | 3.11         | 3.11          | Changed        | Further changes made to provide greater clarity on when overtime rates apply.         |
|   |              |               |                | Provide clarity that if a part-time employee has a shift extended, they will receive  |
|   |              |               |                | penalty payments for the additional hours worked.                                     |
|   |              |               |                | Part-time employees: Ordinary hours increased from 65 to 70 per fortnight. This was   |
|   |              |               |                | a negotiated outcome between Metro and the RTBU. The increase in ordinary hours       |
|   |              |               |                | from 65 to 70 per fortnight, will, in conjunction with other claims that will deliver |
|   |              |               |                | efficiencies, assist in funding the 14% wage increase over the life of the Proposed   |

|  |      |      |            | Agreement. As part of this trade off, Metro has agreed to additional entitlements for part-time employees to access more work through changes to the supplementary labour clause.   |
|--|------|------|------------|---|
| Acting in Higher Positions                     | 3.12 | 3.12 | Changed    | Revised wording to make it clearer and simpler to determine what rates apply when<br>an employee is acting in higher positions.<br>Simplified the subclause relating to rules for payment of annual leave when an<br>employee has been acting in higher positions.  |
| Rosters Development                            | n/a  | 3.13 | New clause | New clause outlining an agreed set of principles (between Metro and the RTBU Rail<br>Division) that Metro must adhere to as part of the development of rosters and Night<br>Network.<br>This includes, for example, that Metro take into consideration part-time to full-time<br>conversions as part of the development of any future master rosters for Stations.                                    |
| Classifications                                | n/a  | 3.14 | New clause | <ul> <li>New clause which outlines Metro's obligations to conduct a review of the classification structure for certain roles including Station Masters, Signallers, Train Controllers, AO Crew leaders and Driver Allocation Officers.</li> <li>Station Master Level 5 and Station Master Level 7 roles will transition to Station Master Level 6 and Station Master Level 8 respectively.</li> </ul> |
| Work at a lower grade or classification        | 3.13 | 3.15 | Unchanged  | -   |
| Time Worked on Saturdays and Sundays           | 3.14 | 3.16 | Unchanged  | -   |
| Travelling and Waiting Time                    | 3.15 | n/a  | Deleted    | Metro and the RTBU Rail Division agreed to delete this clause in return for the new provisions relating to multiple sign on/sign off locations for AOs inserted under clause 3.3 of the Proposed Agreement.   |
| Authorised Officers (AO) – Attendance at Court | 3.16 | 3.17 | Unchanged  | -   |
| Intervals between Shifts                       | 3.17 | 3.18 | Changed    | Increase quantum from "11 hours" to "12 hours" with the exceptions for unavoidable necessity and non-safety critical work (e.g. training and meetings) remaining unchanged.   |
| Lengths of Shifts                              | 3.18 | 3.19 | Unchanged  | -   |
| Meal Breaks                                    | 3.19 | 3.20 | Unchanged  | -   |
| Crib Breaks                                    | 3.20 | 3.21 | Unchanged  | -   |
| Non-accrual of EDO's/RDO's                     | 3.21 | 3.22 | Unchanged  | -   |
| Notification of Change of Roster               | 3.22 | 3.23 | Unchanged  | -   |
| Ordinary Hours of Work                         | 3.23 | 3.24 | Unchanged  | -   |
| Part-time Employment                           | 3.24 | 3.25 | Changed    | Provide further clarity around how hours of work are set for a part-time employee.  |

|  |      |      |            | <ul> <li>Provide clarity on when overtime rates apply for a part-time employee.</li> <li>Clarify that a part-time employee's agreed hours of work cannot be reduced without the agreement of that employee.</li> <li>Clarify that part-time employees will accrue leave entitlements on a pro-rata basis.</li> <li>Ordinary hours increased from 65 to 70 per fortnight. This was a negotiated outcome between Metro and the RTBU. The increase in ordinary hours from 65 to 70 per fortnight, will, in conjunction with other claims that will deliver efficiencies, assist in funding the 14% wage increase over the life of the Proposed Agreement. As part of this trade off, Metro has agreed to additional entitlements for part-time employees to access more work through changes to the supplementary labour clause.</li> </ul> |
|--|------|------|------------|--|
| Job Share  | n/a  | 3.26 | New clause | A new clause for Rail Division employees outlining the terms and conditions that apply<br>if Metro approves a program of Job Sharing. The content of the clause is similar to<br>the Job Share clause for Driver Grades under section 4 of the Proposed Agreement.   |
| Supplementary Labour Hire                          | n/a  | 3.27 | Changed    | A new clause that provides greater protections for Rail Division employees around job security, which includes the requirement that Metro must offer additional hours to appropriately skilled Part-time employees prior to the engagement of supplementary labour.  |
| Employee Safety                                    | n/a  | 3.28 | New clause | A new clause which outlines Metro's commitment to reduce employee assaults across<br>the network and to undertake joint risk assessments with the RTBU at stations where<br>the highest number of incidents of physical and verbal assaults and anti-social<br>behaviour have occurred.  |
| Trauma Counselling and Trauma Leave                | 3.25 | 3.29 | Changed    | Revised wording to provide greater clarity on the conditions of the entitlement.<br>Inserted definition of "traumatic incident" to broaden the scope of the entitlement to<br>more employees, as previously the entitlement was only made available where the<br>serious incident involved rail vehicles.  |
| Sustainable Employment                             | n/a  | 3.30 | New clause | New clause outlining Metro's commitments to provide long term sustainable<br>employment for employees and to provide reskilling and retraining where there are<br>changes to roles and job functions (e.g. due to new technology).This clause also outlines Metro's obligations in the event that Metro needs to<br>consider redeployment opportunities for an employee.   |
| Training and Development and Career<br>Progression | 3.26 | 3.31 | Unchanged  | -  |
| Stand Down   | 3.27 | n/a  | Deleted    | Metro and the RTBU Rail Division agreed to delete.   |
| Counselling and Disciplinary Procedure             | 3.28 | 3.32 | Changed    | Revised wording to provide greater clarity on the obligations of Metro and the   |

|  |      |      |            | Employee when an investigation into an allegation takes place.                          |
|--|------|------|------------|---|
|  |      |      |            | Further conditions have been added regarding the status of warnings on file after       |
|  |      |      |            | certain periods of time that have elapsed.  |
|  |      |      |            | Expanded the scope of disciplinary measures that may arise through the process, such    |
|  |      |      |            | as a demotion or a transfer. Currently the clause only makes reference to termination   |
|  |      |      |            | of employment.  |
| Major Projects                                 | n/a  | 3.33 | New clause | New clause requiring senior representatives of Metro and the RTBU to meet on a six      |
|  |      |      |            | monthly basis to improve communication on the program of major projects.                |
| Climate Change                                 | n/a  | 3.34 | New clause | New clause requiring Metro and the RTBU to meet during the life of the Proposed         |
|  |      |      |            | Agreement to discuss climate change mitigation, resilience and just transition.         |
| Train Dwell Initiatives                        | n/a  | 3.35 | New clause | New clause requiring Metro to continue to develop and consult on a range of train       |
|  |      |      |            | dwell initiatives.  |
| SECTION FOUR: EMPLOYMENT CONDITIONS: DRIV      | 'ERS |      |            |   |
| Definitions                                    | 4.1  | 4.1  | Changed    | Update the job titles corresponding to the positions that are responsible for assessing |
|  |      |      |            | a Driver's competence and performance after six (6) months at Qualified Driver Level.   |
| Secondment                                     | 4.2  | 4.2  | Changed    | Revised wording to simplify and provide greater clarity on the rules relating to the    |
|  |      |      |            | secondments that may become available for Qualified Drivers, OJTs and Train Services    |
|  |      |      |            | Officers.   |
| Relieving Expenses                             | 4.3  | 4.3  | Changed    | Provide clarity that Employees working within their appointed Group Rotation Zone       |
|  |      |      |            | (as defined in clause 11(b) of Schedule 1 of the Proposed Agreement) will be exempt     |
|  |      |      |            | from Relieving Expenses.  |
| Guaranteed Payment                             | 4.4  | 4.4  | Unchanged  | -   |
| Minimum Payment                                | 4.5  | n/a  | Deleted    | Metro and the RTBU Locomotive Division agreed to delete.                                |
| Overtime                                       | 4.6  | 4.5  | Unchanged  | -   |
| Suburban Allowance                             | 4.7  | 4.6  | Unchanged  | -   |
| Rosters and Hours of Work                      | 4.8  | 4.7  | Unchanged  | -   |
| Ordinary Hours                                 | 4.9  | 4.8  | Unchanged  | -   |
| Calculation of Shifts                          | 4.10 | 4.9  | Unchanged  | -   |
| Discretionary Rostered Day Off (DDO)           | 4.11 | 4.10 | Unchanged  | -   |
| Part-Time Drivers (who commenced part-time     | 4.12 | 4.11 | Changed    | There is no change to the content of this clause, only to the title of the clause. This |
| employment prior to the Operation Date of this |      |      |            | was amended to clarify that clause 4.11 only applies to Drivers who commenced part-     |
| Agreement)                                     |      |      |            | time employment prior to the Operation Date of the Proposed Agreement.                  |
| Part Time Shift Drivers                        | n/a  | 4.12 | New clause | Introduces a new part-time model for Drivers (separate to the current part-time         |

|  |               |               |            | <ul> <li>arrangements) to increase flexibility for employees (including transition to retirement and caring responsibilities) and meet Metro's operational requirements. It will also allow Metro to attract a more diverse Driver workforce and improve its commitments to Equal Employment Opportunity.</li> <li>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 existing Full-time Drivers converting to a Part Time Shift Driver by mutual agreement.</li> </ul> |
|--|---------------|---------------|------------|--|
| Saturday and Sunday Work                       | 4.13          | 4.13          | Unchanged  | -  |
| Redeployment Due To Medical reasons            | 4.14          | 4.14          | Changed    | Enhances benefits for employees who are redeployed to another role at a lower rate<br>within another division due to medical reasons, by preserving the value of annual<br>leave and long service leave entitlements at the rate applicable prior to the<br>redeployment. Any future accruals will be at the lower rate of the new role.   |
| Stand Down                                     | 4.15          | 4.15          | Unchanged  | -  |
| Trauma Leave                                   | 4.16          | 4.16          | Changed    | Minor revisions to simplify clause.  |
| Easter Saturday                                | 4.17          | 4.17          | Unchanged  | -  |
| Parental Leave - Competency incentive training | 4.18          | 4.18          | Changed    | Minor revisions to simplify clause.<br>Introduces a notification period for training to be initiated.  |
| Medical Attendance                             | 4.19          | 4.19          | Changed    | Amended to reflect that the Code of Practice, Health Assessment of Rail Safety<br>Workers (the Standard) is under review in 2020 which may lead to changes for fasting<br>requirements and therefore payments associated with fasting requirements.<br>Commits to provide payment for subsequent medical appointments when an<br>employee undertakes fitness for duty assessments in line with the Standard.   |
| Training Shifts                                | 4.20          | 4.20          | Unchanged  | -  |
| Job Share – Qualified Drivers                  | 4.21          | 4.21          | Unchanged  | -  |
| Counselling and Disciplinary Procedure         | 4.22          | 4.22          | Changed    | Expanded the scope of disciplinary measures that may arise through the process, such as a demotion or a transfer. Currently the clause only makes reference to termination of employment.  |
| Job Security and Use of Supplementary Labour   | n/a           | 4.23          | New clause | A new clause that provides greater protections for Drivers around job security. Metro<br>has no intention to engage supplementary labour in the Locomotive Division however<br>Metro has agreed to this clause at the request of the RTBU Locomotive Division.   |
| SCHEDULE 1 - DRIVERS ROSTERING, TRAINING AN    | ND WORK PRACT | TICE CHANGES  |            |  |
| Night Network                                  | Sch. 1 – cl 1 | Sch. 1 – cl 1 | Changed    | Broadens the scope of the Night Network clause to Saturday afternoon shifts and to Outstations.  |

| Support for Government Construction and<br>Renewals Projects including the Level Crossing | Sch. 1 – cl 2  | Sch. 1 – cl 2 | Unchanged  | Metro has reduced the 'bandwidth' of alteration that can occur from 4.5 hours to 3.5hours from sign on of the original shift start time of the first week day shift.Where practicable, the alteration of start times will be evenly distributed across the<br>master rotations for Outstations, C, G and R roster afternoon shifts  |
|---|----------------|---------------|------------|---|
| Removal Program   |                |               |            |   |
| Metro Driver Training Scheme  | Sch. 1 – cl 3  | Sch. 1 – cl 3 | Changed    | Increases flexibility of duration times and training group locations.<br>Update the job titles corresponding to the positions that are responsible for assessing<br>a Driver's competence and performance after six (6) months at Qualified Driver Level.   |
| On Job Trainer (OJT)  | Sch. 1 – cl 4  | Sch. 1 – cl 4 | Changed    | Increases flexibility through better utilisation of Outstation OJTs to assist in the efficient delivery of Driver Training.   |
| Operating Groups  | Sch. 1 – cl 5  | Sch. 1 – cl 5 | Changed    | Replace reference to "South Morang" for "Mernda".   |
| Flinders Street Decentralisation  | Sch. 1 – cl 6  | Sch. 1 – cl 6 | Changed    | The clause provides Metro the ability to decentralise some Flinders Street based<br>Drivers. Metro will invite expressions of interest for voluntary transfers at first<br>instance. If there are insufficient volunteers, then Metro will identify Drivers who are<br>the least senior on R Roster at Flinders Street and who live within a reasonable<br>distance (a radius of 20 km) to the vacancy at the outstation depot. Any process<br>involving involuntary transfers will require Metro to genuinely consult with affected<br>employees and adhere to minimum timeframes and restrictions on who can be<br>transferred during the life of the Proposed Agreement. |
| Principal Drivers (PD) and Driver Trainer<br>Specialists (DTS)                            | Sch. 1 – cl 7  | Sch. 1 – cl 7 | Unchanged  | -   |
| Route Knowledge   | Sch. 1 – cl 8  | Sch. 1 – cl 8 | Unchanged  | -   |
| Depots  | Sch. 1 – cl 9  | Sch. 1 – cl 9 | Changed    | Introduces the ability to establish new depots to support operational requirements<br>and productivity improvements.<br>New provisions that require Metro to provide adequate facilities, or identify and<br>introduce an equivalent outcome as part of a working party which includes employee<br>representatives.   |
| Master Rotation   | Sch. 1 – cl 10 | Sch. 1–cl 10  | Changed    | Updated clause to account for Part-Time Shift Drivers and Group Rotation Zones.<br>Other minor revisions made to provide clarity.   |
| Group Rotation  | n/a            | Sch. 1–cl 11  | New clause | Increases flexibility by combining multiple depots within a limited radius into one<br>roster zone. This will only apply to Drivers who are appointed to any of the following<br>home depots: Sunbury, Watergardens, Calder Park, Westall, Dandenong, Pakenham  |

|   |              |              |           | and Pakenham East.  |
|---|--------------|--------------|-----------|---|
| Train Driving Grades  | Sch. 1–cl 11 | Sch. 1–cl 12 | Unchanged | -   |
| Wall Sheet  | Sch. 1–cl 12 | Sch. 1–cl 13 | Changed   | Provides greater flexibility regarding sign on times but only by agreement with the Employee.   |
| Core Times  | Sch. 1–cl 13 | Sch. 1–cl 14 | Unchanged | -   |
| Variety of Running  | Sch. 1–cl 14 | Sch. 1–cl 15 | Changed   | Replace the words "where possible" with "where practicable" to avoid disputation<br>during the life of the Proposed Agreement.Exclude "Stony Point" from Metro Central given the very limited number of services<br>available to provide training and that this line is adequately covered by existing<br>Drivers appointed to Frankston depot and Kananook depot.  |
| Development of Shifts   | Sch. 1–cl 15 | Sch. 1–cl 16 | Changed   | Increases the maximum number of consecutive return trips on one line from two to<br>three, to provide more flexibility. Where practicable, Metro will avoid rostering<br>consecutive shifts containing three consecutive return trips on one line. This will not<br>apply to AVs, additional shifts/overtime shifts or personal shift swaps.Increases the number of successive shuttles rostered per shift between Flinders Street<br>and Laverton from two to three, to provide more flexibility.Other revisions made to provide clarity on the development of shifts.                         |
| Standby Drivers and Standby Trains                              | Sch. 1–cl 16 | Sch. 1–cl 17 | Unchanged | -   |
| Day of Operations   | Sch. 1–cl 17 | Sch. 1–cl 18 | Unchanged | -   |
| Meal Locations  | Sch. 1–cl 18 | Sch. 1–cl 19 | Changed   | Updated to account for current meal locations.  |
| Roster Changes  | Sch. 1–cl 19 | Sch. 1–cl 20 | Changed   | <ul> <li>Greater flexibility around when the Roster Book needs to be reprinted and</li> <li>introducing the ability to publish electronically instead, if Metro introduces the use of</li> <li>electronic devices in an active cab, during the life of the Proposed Agreement.</li> <li>Inserted provision requiring Metro to provide a minimum of 48 hours' notice if they</li> <li>require a Driver to be rostered to another sign-on location within the Group Rotation</li> <li>Zone.</li> <li>Introduces better utilisation of available shifts (AVs) and notification periods.</li> </ul> |
| Equalisation of Overtime and Allocation of Off<br>Roster Shifts | Sch. 1–cl 20 | Sch. 1–cl 21 | Changed   | <ul> <li>Provide greater clarity that Driver Grades must have a day off work if there are circumstances where they have worked 12 days consecutively.</li> <li>Provide clarity on Sunday allocation of overtime for employees that are part of a Group Rotation Zone.</li> <li>Allocation of Outstation Overtime table updated to account for the Group Rotation Zones and the current list of depots.</li> </ul>   |
| Public Holiday Conversion Charts                                | Sch. 1–cl 21 | Sch. 1–cl 22 | Changed   | Provide greater flexibility to vary existing conversion charts during the life of the   |

|   |              |              |            | Proposed Agreement if Metro and the RTBU agree.   |
|---|--------------|--------------|------------|---|
| Driver Development                            | Sch. 1–cl 22 | Sch. 1–cl 23 | Changed    | Provide greater flexibility for Metro to deliver continuation training to address the   |
|   |              |              |            | development needs of a Driver.  |
| Swapping of Shifts                            | Sch. 1–cl 23 | Sch. 1–cl 24 | Unchanged  | -   |
| Swapping of Off Roster Days                   | Sch. 1–cl 24 | Sch. 1–cl 25 | Changed    | Revisions made to simplify and clarify the process surrounding the swapping of Off      |
|   |              |              |            | Roster Days for Drivers.  |
| Transfer to a New Depot Location              | Sch. 1–cl 25 | Sch. 1–cl 26 | Changed    | Minor revision, to replace the word "transfers" with "transfer applications".           |
| Methodology for Establishing Time Allowance   | Sch. 1–cl 26 | Sch. 1–cl 27 | Unchanged  | -   |
| Notification of Absence and Return to Work    | Sch. 1–cl 27 | Sch. 1–cl 28 | Changed    | Revisions made to provide further clarity on the Employee's obligations to notify       |
|   |              |              |            | Metro when they are sick or injured.  |
| Effecting Relief                              | Sch. 1–cl 28 | Sch. 1–cl 29 | Unchanged  | -   |
| Travelling Time Allowance                     | Sch. 1–cl 29 | Sch. 1–cl 30 | Changed    | Revisions made to simplify and clarify the process for calculating the Travelling Time  |
|   |              |              |            | Allowance.  |
| Train Preparations                            | Sch. 1–cl 30 | Sch. 1–cl 31 | Changed    | Updated to reflect current conditions for Walk times.                                   |
| Reports                                       | Sch. 1–cl 31 | Sch. 1–cl 32 | Unchanged  | -   |
| Operation of Xtrapolis Fleet                  | Sch. 1–cl 32 | n/a          | Deleted    | Removed this clause, as this was relevant to the negotiations for the 2015 Agreement.   |
| Release of Delegates                          | Sch. 1–cl 33 | Sch. 1–cl 33 | Changed    | Updated the terminology in the clause, replacing the term "Office Bearers" for          |
|   |              |              |            | "Delegates".  |
| Long term release of Union Officials –        | n/a          | Sch. 1–cl 34 | New clause | A new clause allowing an elected official to be released for the duration of their term |
| Locomotive Division only                      |              |              |            | without pay to allow them to perform union duties.                                      |
| Schedule 2 – Information, Communication and   | Sch. 2       | Sch. 2       | Changed    | On Call "Standby" allowance for Systems Engineers to be set at the nominal value of     |
| Technology (ICT) Operations – On              |              |              |            | \$6.00 per hour and then increased in line with the wage increases under the Proposed   |
| Call "Standby"                                |              |              |            | Agreement. The amount payable is now prescribed under Schedule C.                       |
| Schedule A – Job Descriptors – Operations,    | Sch. A       | Sch. A       | Unchanged  | -   |
| Salaried, Administration and Engineering      |              |              |            |   |
| Employees                                     |              |              |            |   |
| Schedule B – Classifications and Rates Of Pay | Sch. B       | Sch. B       | Changed    | Updated to reflect increases that form part of Metro's wage offer of 14% over the life  |
|   |              |              |            | of the Proposed Agreement.  |
| Schedule C – Allowances                       | Sch. C       | Sch. C       | Changed    | Updated to reflect increases that form part of Metro's wage offer of 14% over the life  |
|   |              |              |            | of the Proposed Agreement.  |