

Rail Operations Enterprise Agreement 2019

Enterprise Bargaining Update

Team,

On 12th March 2020, we extended a formal offer to the RTBU and APESMA (also known as Professionals Australia) for our proposed Rail Operations Enterprise Agreement 2019 (**Proposed Agreement**), and asked the relevant unions to engage with their delegates and members to consider and accept this offer.

I am pleased to announce that we have reached in-principle agreement with the Rail Division of the RTBU and APESMA on this Proposed Agreement.

Listening to your feedback

Since we put forward the Proposed Agreement, we have held a number of livestreams, employee briefing meetings and answered questions via the EA email inbox. Through all of this we have continued to listen to your feedback and as a result we have made some adjustments to the Proposed Agreement. These adjustments include amendments to several high priority claims, including:

- Commitment by the Parties** (relevant to both Rail Ops and Locomotive division employees). After listening to your concerns around how this clause could be interpreted, we have revised the wording to make this clause clearer. Changes to the wording now provides further clarity that this clause will only apply subject to any requirements set out elsewhere in the Proposed Agreement, including Part 4 and Schedule 1.
- Decentralisation** (relevant to Locomotive division employees). Several amendments have been made to this clause in the Proposed Agreement, including:
 - an introduced minimum timeframe of no less than 28 days, when Metro calls for an expression of interest for voluntary transfers;
 - redefining 'reasonable distance' to mean those who live within a 20 kilometre radius of an outstation depot (a reduction from 25 km); and,
 - an increased notification period for a commencement date at a new depot. The notification period has increased from 28 days to no less than 42 days.
- Development of Shifts & Variety of Running** (relevant to Locomotive division employees). We have committed to avoiding, where practicable, rostering consecutive shifts which contain 3 down and 3 up trips on one line. This won't apply to AVs, additional shifts/overtime shifts or personal shift swaps.
- Group rotation** (relevant to Locomotive division employees). We have made it clearer that 48 hours' notice will be provided when there is a change to the location of shifts as part of the Group Rotation.

Below is a full list of the final set of amendments to the Proposed Agreement.

Clause reference in the Proposed Agreement	Amendment
1.7.1 (Wage and Allowance Adjustments)	Correct description of wage increases to ensure they align with the percentages listed
1.7.1 (Wage and Allowance Adjustments)	Insert the following words into the last paragraph: "2.5% wage increase at 1.7.1(b) will back paid to the beginning of the first full pay period on or after 1 January 2020"
1.8 (Commitment by the Parties)	Redraft the Commitment by the Parties clause to the following: <i>1.8.1 The Parties to the Agreement are committed to supporting Company and Government initiatives including:</i> <i>(a) "Rail Construction and Renewals Projects" being any rail construction and renewals projects, including the Level Crossing Removals project announced by the Victorian Government.</i> <i>(b) High Capacity Network which includes High Capacity Metro Trains (HCMT), High Capacity Signalling (HCS) and the Metro Tunnel.</i> <i>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 subject to any requirements set out elsewhere in this Enterprise Agreement, including but not limited to Part 4 and Schedule 1 of this Enterprise Agreement.</i>
2.8.6(a) (Parental leave)	Replace reference to "7.6 hours" with "8 hours"
2.8.8(a) (Parental leave)	Replace "unpaid Special Maternity Leave" with "paid Special Maternity Leave"
2.8.9 (Parental leave)	Replace reference to "7.6 hours" with "8 hours"
2.12.5 (Community Service Leave)	Replace "eight (8) hours" with "in accordance with clause 3.18 (Intervals between Shifts)"
3.1 (Definitions relating to Operations, Salaried, Administration and Engineering Employees)	Reinstate definition of "Regular Relieving / Annual Leave Relief"
3.2 (Relieving Expenses)	Reinstate the words "relieving/annual leave"
3.12.6 (Acting in Higher Positions)	Remove the words "will be paid at the equivalent rate"
3.13(a) (Rosters Development)	Replace "The development of new rosters" with "The development of any future master rosters"
3.13(b) (Rosters Development)	Replace "The development of new rosters" with "Roster reviews"
3.13(f) (Rosters Development)	Delete
4.12.1 (Part Time Shift Drivers)	Insert the words "The minimum shift length shall be four (4) hours."
Schedule 1, clause 6.3 (Decentralisation)	Insert the words "The EOI period shall be open for no less than 28 days".
Schedule 1, clause 6.5(b) (Decentralisation)	Replace: "within a radius of 25km" with "within a radius of 20km"
Schedule 1, clause 6.5(d) (Decentralisation)	Replace "a commencement date being no less than 28 days from notification" with "a commencement date being no less than 42 days from notification"
Schedule 1, clause 16(g) (Development of Shifts)	Insert the words: "Where practicable, Metro will avoid rostering consecutive shifts containing 3 down and 3 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. This does not apply to AVs, additional shifts/overtime shifts or personal shift swaps.”
Schedule 1, clause 20(b)(vi) (Roster Changes)	Replace “Group Rotation: location of shift can be altered within 48 hours” with “Group Rotation: location of shift can be altered with 48 hours’ notice”
Schedule 2, clause 1 (Systems Engineers)	On Call “Standby” allowance for Systems Engineers to be set at the nominal value of \$6.00 per hour and then increased in line with the wage increases under the Proposed Agreement.
Schedule 2, clause 2 (Network Specialist)	Insert the words: <i>The Company and APESMA will meet during the life of this Agreement to discuss whether there is a need to establish an on-call roster arrangement for Network Engineers. If an agreement is reached by the Company and APESMA that on-call roster arrangements for Network Engineers should be implemented, then from the date of implementation Network Engineers shall be entitled to the terms of the On Call "Standby" allowance prescribed under clause 1 of this Schedule.</i>

What happens next?

Having reached in-principle agreement with the Rail Division of the RTBU and APESMA on this Proposed Agreement, we are awaiting feedback from a recently appointed bargaining representative of some drivers. We are hopeful that the Proposed Agreement can be finalised and put to an employee vote in due course.

Thank you to all of you for your patience and support as we continue to work together on finalising your next Enterprise Agreement.

Kind regards,

Catherine Baxter, Chief Operating Officer
On behalf of Metro’s Rail Operations Enterprise Bargaining Team