

# GET THE FACTS



**It's important you have the facts on your next Rail Operations Enterprise Agreement (the Proposed Agreement), so we have addressed some misunderstandings below:**

**INCORRECT:** Training will be reduced for Drivers to only six weeks

**FACT:** The Metro Driver Training Scheme (MDTS) is a competency based training program, not time based, and this should be reflected in your Agreement.

**FACT:** Practical training is important so the minimum of two hundred and fifty (250) hours of practical driving with an On Job Trainer (OJT) will remain.

**FACT:** If Metro has the ability to deliver the MDTS in less than 41 weeks, it will not be done in a way that comprises the ability to ensure train Drivers are appropriately and sufficiently trained.

**INCORRECT:** The commitment by the parties clause means that Metro can do anything it wants to our conditions and rosters

**FACT:** The clause does not permit Metro to bypass the rules relating to implementing new rosters or workplace arrangements, as they are prescribed in the Proposed Agreement.

**FACT:** 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.

**INCORRECT:** Flinders Street Station decentralisation will mean that all drivers will be forced to transfer to a new depot that are long distances from where they live

**FACT:** At first instance Metro will run an expression of interest process for Flinders Street Station drivers in relation to outstation vacancies.

**FACT:** Only after that, 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 20km radius to the vacancy at the outstation depot.

**FACT:** A consultation process will be undertaken with anyone who may be subject to an involuntary transfer.

**FACT:** The notification period for commencement at a new depot will be no less than 42 days.

**INCORRECT:** Drivers have to give 2 years notice (24 months) for Long Service leave

**FACT:** There is no requirement for a Driver to provide 24 months' notice to take long service leave.

**FACT:** Metro must provide the Long Service Leave availability roster 24 months in advance to allow employees to plan their leave.

**FACT:** A Driver is entitled to take Long Service Leave at a particular time nominated by them, by giving notice, subject to an agreed quota to be managed locally and subject to availability on the Long Service Leave roster.

**FACT:** This clause was agreed to and signed off by Metro and the RTBU (Locomotive Division and Rail Division).

# GET THE FACTS CONT...



**INCORRECT:** Metro is delaying the introduction of a weekend timetable to the 27th April due to the EA vote so it can stand down its employees once the vote has completed

**FACT:** If a decision to move Metro to a weekend timetable is made, it will be made by the Victorian Government, not Metro. No such decision has been made.

**FACT:** The Department of Transport has confirmed there is no decision to implement a timetable change for Metro on or before 27 April 2020.

**FACT:** Metro has no plans in place to stand down employees.

**INCORRECT:** The new Agreement allows the performance of the Driver role by non-drivers

**FACT:** The Performance of driving and other train movements clause has not changed from the 2015 Agreement. As per the current clause, Metro cannot appoint non-drivers to drive trains or conduct other train movements on Metro's network.

**INCORRECT:** Counselling and discipline - employees have a new limit re confidentiality where they won't be provided with details of allegations against them

**FACT:** The clause still requires that the allegations and the relevant details be provided to the Employee. One of the new additions to the clause clarifies that the information the employee is provided with may be required to be kept confidential, which is a standard part of any workplace investigation.

**INCORRECT:** For Group rotations - the limited radius is not defined so is at the discretion of Metro

**FACT:** The Group Rotation Zones cannot change and cannot be extended to any other depots for the life of the Proposed Agreement.

**FACT:** The radius of the depots in a Group Rotation Zone will not be at the discretion Metro.

**FACT:** The Group Rotation Zones have been determined and are defined for the life of the Proposed Agreement as follows:

- Pakenham; Pakenham East
- Calder Park; Sunbury; Watergardens
- Dandenong; Westall

**INCORRECT:** The roster review clause does not provide anything new

**FACT:** The Rosters Development clause mandates that where Metro is developing any future master rosters that it will take into consideration the following:

- impact of fatigue,
- the rostering of single days off; and
- the opportunity for part time employees to convert to full time employees.

**This is currently not mandated in the 2015 Agreement.**

**FACT:** This new clause also commits Metro to continue staffing Premium Stations as part of the Night Network and to maintaining station Control Desks at city and outstations locations throughout the life of the Proposed Agreement. These are both important commitments for job security.

# GET THE FACTS CONT...



**INCORRECT:** Roster changes - previously rotations except D and G and S must comprise of alternating weeks of Day, and Afternoon and Night shifts but now there is no obligation for this

**FACT:** The exclusion to D, G and S roster still applies to clause 10(a)(v) of the Schedule 1 of the Proposed Agreement. Minor revisions have been made that do not significantly change the meaning of the clause.

**INCORRECT:** Employees who have worked 12 days consecutively are required to have the following day off which could result in loss of penalties

**FACT:** This provision has been inserted strictly from a fatigue management perspective and not as a measure of reducing penalty rates for Drivers.

**INCORRECT:** The Community Service clause does not provide anything new

**FACT:** The 2015 Agreement has no Community service Leave clause. Furthermore, until recently, Community Service Leave was paid at the employee's base rate not their roster rate. Metro's recent announcement to enhance this benefit under the policy has now been rightfully reflected in the Proposed Agreement.

**INCORRECT:** The changes to Part time shift drivers is a step to casualise the Metro workforce

**FACT:** The new part-time model for Drivers increases flexibility for employees including those transitioning to retirement and with caring responsibilities.

**FACT:** The Part Time Shift Drivers clause in the Proposed Agreement contains a number of protections for employees which clearly demonstrate that this is not the same as casual employment, these include: minimum fortnightly hours, hours of work to be by mutual agreement, minimum shift length, a maximum of one rostered shift per day and overtime provisions.

**FACT:** The number of new part-time shift Drivers recruited externally will be capped at 50 for the life of the Proposed Agreement.

**FACT:** 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.

**FACT:** Current Part-Time Drivers will keep their current conditions.

As at 6 April 2020

Page 3 of 3

## Find out more

Visit [www.metrotrains.com.au/enterprise-agreement/ea\\_rail\\_operations](http://www.metrotrains.com.au/enterprise-agreement/ea_rail_operations)

Talk to your leader

Send your questions to [enterpriseagreement@metrotrains.com.au](mailto:enterpriseagreement@metrotrains.com.au)

