



# Rail Operations Enterprise Agreement 2019

## Frequently Asked Questions

**March 2020**

17 April 2020

Commercial in confidence



## Rail Operations Enterprise Agreement 2019

### FAQs about the Proposed Rail Ops Agreement – March 2020

On 12 March 2020, we formalised an offer for a new Rail Operations Enterprise Agreement (the **Proposed Agreement**).

This offer provides 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.

To demonstrate that we are serious about reaching agreement and wanting to provide certainty for our people as soon as possible, the Proposed Agreement also includes backpay.

It is understandable that you will want to know more about the Proposed Agreement, the terms and conditions it includes, and next steps. We are conducting a number of employee briefing sessions so that you can learn more about the Proposed Agreement, understand the terms and conditions on offer, and ask any questions.

Here are some Q&As to provide further information for you. This will be updated with new questions on a regular basis.

We will also continue to provide updated information through employee briefings, PaperLite and on our website [www.metrotrains.com.au/enterprise-agreement](http://www.metrotrains.com.au/enterprise-agreement)

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#### Your questions answered.

##### Q1. What benefits and conditions have been included in the offer?

A. Here is a summary of some of the key terms and conditions included in the Proposed Agreement:

##### 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.
- **Commitment by the Parties**, the clause confirms that the Parties support the implementation of company and government initiatives including Rail Construction and Renewals Projects (as defined) and High Capacity Network (as defined). Important to note that it does not permit Metro to bypass the rules relating to implementing new rosters or workplace arrangements, as are prescribed in the Proposed Agreement.

#### 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.



## **Q2. What clauses haven't changed?**

A. The Proposed Agreement is keeping many of the terms and conditions you currently benefit from. A marked-up version of the Proposed Agreement is available on the Enterprise Agreement website [https://www.metrotrains.com.au/enterprise-agreement/ea\\_rail\\_operations/](https://www.metrotrains.com.au/enterprise-agreement/ea_rail_operations/) and on Paperlite. Below are some of the clauses that have not been changed from the 2015 Rail Operations Enterprise Agreement, so you will continue to benefit from many of the current terms and conditions. This includes:

- Travel pass entitlement
- DDOs
- Guaranteed Payment provisions
- Easter Saturday provisions
- Saturday and Sunday penalty rates
- Overtime provisions
- Rosters and hours of work provisions
- Job Share arrangements
- OJT Training Incentive Program
- Swapping of Shifts
- EDOs
- Excess shift arrangements
- Length of shifts and meal/crib breaks.
- Minimum payment provisions
- Notification of Change of Roster
- Ordinary Hours of Work
- Disruption to Work allowance

## **Q3. How will backpay work?**

A. The first wage increase of 1% will be backdated to the first full pay period on or after 1 July 2019, and the second wage increase of 2.5% will be backdated to the first full pay period on or after 1 January 2020.





**Q4: How does this wage increase compare with the Consumer Price Index (CPI)?**

- A. The CPI is a common way for organisations to consider cost of living increases when determining appropriate and fair wage increases for employees.
- The CPI is currently at 1.8% (6401.0 - *Consumer Price Index, Australia, Dec 2019, Australian Bureau of Statistics*) so this wage offer is nearly double current CPI.
  - The proposed wage increase not only keeps pace but well exceeds current and forecast percentage increases for CPI.
  - In addition to this, all allowances will increase in line with the wage increases. This will be particularly beneficial for those employees that are regularly paid allowances due to the nature of their duties or the roster that they work.

**Q5. Why is Metro seeking to retain the Commitment by the Parties clause in the Proposed Agreement? Will this clause permit Metro to implement new rosters or workplace arrangements without following the rules of the Proposed Agreement if they relate to Company or Government Initiatives?**

- A. This cause **does not** permit Metro to bypass the rules of the Proposed Enterprise Agreement. Where Metro is seeking to implement new rosters or workplace arrangements, Metro must comply with the relevant terms and conditions of the Proposed Enterprise Agreement whether they relate to Company and Government Initiatives or not.
- The true intent of the clause is to confirm that the Parties of the Proposed Enterprise Agreement support the implementation of Company and Government initiatives including Rail Construction and Renewals Projects (as defined) and High Capacity Network (as defined).
  - The drafting changes compared to the clause presented in the 3<sup>rd</sup> September 2019 offer are that we've defined 'High Capacity Network' and also confirmed that any changes to rosters or workplace arrangements will be in accordance with the provisions of this Proposed Agreement.
  - These changes were made to provide further clarity around the meaning of 'Government Initiatives' and to address the concerns raised by the RTBU by making it clear that the clause will operate in accordance with the provisions of the Proposed Enterprise Agreement.

**Q6. Under the proposed Flinders Street Decentralisation clause, will Metro be able to force any Driver to relocate to a new depot at any time during the life of the Proposed Agreement?**

- A. No. The proposed Flinders Street Decentralisation clause provides a detailed process and set of rules that apply to voluntary and involuntary transfers. Firstly, the Decentralisation clause cannot be triggered by Metro without a genuine need being identified relating to any of the following:
- address capacity issues at Flinders Street ERD;
  - maximise driver facilities in outstation locations;
  - provide coverage of rotations at outstation locations;
  - optimise outstation roster and rotation coverage to enhance passenger experience;
  - respond to any Government initiatives relating to decentralisation.
- Then, Metro must initiate an Expressions of Interest (EOI) process to identify Employees who wish to transfer to an outstation location on a voluntary basis.



- If there are insufficient volunteers, then Metro must identify the Employees who are the least senior on R Roster at Flinders Street only and who live within a radius of 25km to the outstation location for which there is a vacant position.
- The proposed Flinders Street Decentralisation clause will not impact all Drivers based at Flinders Street and if any involuntary transfers are proposed Metro must:
  - treat this as a major change and therefore consult in accordance with clause 1.10 of the Proposed Agreement and give prompt and genuine consideration to matters raised by affected Employees, which may include taking into consideration the personal circumstances of the affected employee.
  - provide no less than 28 days' notice before the change comes into effect.
  - not approach Employees who have already been transferred to an outstation involuntarily as a result of the Driver Decentralisation process during the life of the Proposed Agreement.

**Q. Where do I find more detail?**

**A.** We will continue to provide updated information through employee briefings, PaperLite and on our website [www.metrotrains.com.au/enterprise-agreement](http://www.metrotrains.com.au/enterprise-agreement)

- Videos of Livestream events held will be available on PaperLite and the website after the event for those unable to attend.
- You can submit questions at any time to [enterpriseagreement@metrotrains.com.au](mailto:enterpriseagreement@metrotrains.com.au).
- Speak to your representative.
- Speak with your leaders.

**Q. What happens next?**

- We hope the RTBU will engage with delegates to consider the Proposed Agreement, including the offer of backpay.
- We will continue to answer your questions, so that you can be fully informed of the Proposed Agreement and the thinking behind some of the changes. ([enterpriseagreement@metrotrains.com.au](mailto:enterpriseagreement@metrotrains.com.au)).
- We look forward to the RTBU's response after they have discussed this Offer with you.
- The Offer will expire at 4pm on Wednesday, 25 March 2020.



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### Questions from EA Livestream with Catherine Baxter 16 March 2020

**Q1: Metrol has constant short staffing issues across all grades, how will long service work when one grade is a 38 man roster? Lots of staff have months of LSL.**

- A. In relation to Metrol and staffing we are working on a program to increase the number of people being trained. So, that will help provide the opportunity for people to go on long service leave once that training is completed. As you can appreciate being trained to be a train controller or another staff member does take a bit of time. We have plans in place, Liz Hahunga, our Head of Metrol, is working on those plans to make sure we train people appropriately and have the ability to grant more long service leave.

**Q2: Who determines whether over time refusal is reasonable? A significant amount of Train Controllers work over 100hrs with a lot between 110-120 per fortnight.**

- A. Please connect with Liz Hahunga (Head of Metrol) or our Day of Operations Managers, if you have concerns around the level of overtime.
- We recognise that we need to bring in and train more people and we are working with the RTBU around this as well.
  - This is another opportunity for us to look at how we can improve our training techniques to bring more people into Metrol.

**Q3: When will my backpay apply from?**

- A. The back pay of the first wage increase of 1.0 per cent will commence from the beginning of the first full pay period on or after the 1 July 2019
- The back pay of the second wage increase of 2.5 per cent will commence from the beginning of the first full pay period on or after the 1 January 2020.

**Q4. For junior drivers involved in an involuntary transfer from FSS, will their circumstances be taken into consideration in the consultation process? 25km is huge.**

- A. Absolutely. What we are looking to do is make sure we consult with individuals, understand their personal circumstances and where we are looking to move people, take into account their home. So we will look to minimise that distance to travel as much as we possibly can and do this absolutely in consultation with individuals.

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### Questions from EA video update with Catherine Baxter 7 April 2020

**Q1: Will drivers A B & C roster numbers be retained and have vacancies filled or will these rosters shrink as people move off them?**

- A. For Roster A at Flinders Street, Metro has committed to not reducing current roster strength. This is stipulated under clause 10(a)(ix) of Schedule 1 of the Proposed Agreement.

For Rosters B and C at Flinders Street, there is no such provision. This means that these roster groups could reduce in strength during the life of the Proposed Agreement.





**Q2: In the interests of fairness. How will metro decide who gets stood down and who doesn't?**

- A. Metro has no plans in place to stand down employees covered under this Proposed Agreement.

Metro has signed a Memorandum of Understanding with the RTBU that agrees on terms that shall apply if there are any stand downs of employees in relation to COVID-19.

**Q3: There seems to be a lack of understanding of how a Memorandum of Understanding works. Can you please explain to the misinformed about how it is in fact binding?**

- A. A Memorandum of Understanding (MOU) is an agreement between two parties. For example Metro has signed a Memorandum of Understanding (MoU) with the RTBU that agrees on terms that shall apply if there are any stand downs of employees in relation to COVID-19.

The MoU sets out various obligations that the parties have made committed to adhering to if these circumstances arise.