



## DECISION

*Fair Work Act 2009*  
s.185—Enterprise agreement

**Metro Trains Melbourne Pty Ltd**  
(AG2012/10231)

### **METRO TRAINS MELBOURNE PTY LTD RAIL OPERATIONS ENTERPRISE AGREEMENT 2012-2015**

Rail industry

COMMISSIONER BISSETT

MELBOURNE, 17 AUGUST 2012

*Application for approval of the Metro Trains Melbourne Pty Ltd Rail Operations Enterprise Agreement 2012-2015.*

[1] An application has been made for approval of an enterprise agreement known as the *Metro Trains Melbourne Pty Ltd Rail Operations Enterprise Agreement 2012-2015* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). The Agreement is a single-enterprise agreement.

[2] In accordance with s.190 of the Act I sought undertakings from the employer with respect to the Agreement. I have accepted the undertakings provided.

[3] In accordance with s.191(1) of the Act the undertakings are taken to be a term of the Agreement. A copy of the undertakings is attached as an annexure to this decision.

[4] I am satisfied that each of the requirements of ss.186, 187 and 188 of the Act as are relevant to this application for approval have been met.

[5] The Australian Rail, Tram and Bus Industry Union and The Association of Professional Engineers, Scientists and Managers, Australia, being bargaining representatives for the Agreement, have each given notice under s.183 of the Act that they want the Agreement to cover them. As required by s.201(2), I note that the Agreement covers each organisation.

[6] The Agreement is approved. In accordance with s.54(1) it will operate from 24 August 2012. The nominal expiry date of the Agreement is 30 June 2015.



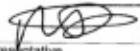
## Annexure

### Undertaking – Metro Rail Operations Enterprise Agreement 2012 - 2015

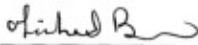
In accordance with section 190 of the Fair Work Act 2009 (Cth) (the **FW Act**), Metro Trains Melbourne Pty Ltd undertakes to apply clause 11.1.5.11 of the *Metro Rail Operations Enterprise Agreement 2012 – 2015* consistently with section 89(2) of the **FW Act**, as follows:

**11.1.5.11** Any Employee who is sick whilst on annual leave may apply to substitute Personal Leave, for annual leave, providing they supply a medical certificate from a registered medical practitioner verifying that they are incapacitated through illness to such an extent as would render them incapable of performing work for at least one (1) week in a continuous period. 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.

Signed for and on behalf of  
**Metro Trains Melbourne Pty Ltd**  
by its authorised representative

sign here   
Representative  
print name Nick Dickinson

in the presence of

sign here   
Witness  
print name MICHAEL BROWN

### Undertakings – Metro Rail Operations Enterprise Agreement 2012 - 2015

In accordance with section 190 of the Fair Work Act 2009 (Cth) (the **FW Act**), Metro Trains Melbourne Pty Ltd undertakes that:

(1) To amend the second dot point of clause 11.1.4.1(b) of the *Metro Trains Melbourne Pty Ltd Rail Operations Enterprise Agreement 2012 – 2015* to now be:

- Three (3) weeks pay per year of service up to a maximum of twenty (21) weeks pay, calculated on service from 29 August 1999 onwards, except that the minimum payment to an employee with at least one year's service shall be four (4) weeks' pay.

(2) In relation to the operation of clause 11.3.7.2(b)(i) of the *Metro Trains Melbourne Pty Ltd Rail Operations Enterprise Agreement 2012 – 2015*, when determining the minimum break between periods of duty the company will conform to the principles of fatigue management as provided for in Clause 20.2 of the Rail Industry Award 2010.

(3) It is not intended that the *Metro Trains Melbourne Pty Ltd Rail Operations Enterprise Agreement 2012 – 2015* will diminish any National Employment Standard provisions and that the more beneficial provisions will apply.

Signed for and on behalf of  
**Metro Trains Melbourne Pty Ltd**  
by its authorised representative

  
Representative  
Nick Dickinson

in the presence of

  
Witness  
MICHAEL BROWN

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Metro Trains Melbourne Pty Ltd



# Enterprise Agreement 2012 – 2015

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**Rail Operations Division**



## TABLE OF CONTENTS

1.	TITLE .....	3
2.	PARTIES BOUND .....	3
3.	OPERATION AND NOMINAL EXPIRY DATE.....	3
4.	RELATIONSHIP TO AWARDS AND AGREEMENTS.....	3
5.	AIM OF AGREEMENT .....	3
6.	NO EXTRA CLAIMS.....	3
7.	WAGE AND ALLOWANCE ADJUSTMENTS .....	4
8.	CONSULTATION AND COMMUNICATION .....	4
9.	INDIVIDUAL FLEXIBILITY ARRANGEMENTS.....	6
10.	STAFF DEVELOPMENT AND FEEDBACK.....	7
11.	EMPLOYMENT CONDITIONS .....	8
11.1	Common/General Employment Conditions.....	8
11.2	Employment Conditions: Operations, Salaried, Administration and Engineering Employees.....	28
11.3	Employment Conditions: Drivers.....	36
SCHEDULE 1 - BURNLEY INFORMATION, COMMUNICATION AND TECHNOLOGY (ICT) OPERATIONS ON-CALL 'STANDBY' .....		45
SCHEDULE 2 - DRIVERS ROSTERING, TRAINING AND WORK PRACTICE CHANGES		47
SCHEDULE A – WAGES.....		65
SCHEDULE B – ALLOWANCES.....		67
SCHEDULE 3 – SIGNATORIES .....		68

Note - this agreement is to be read together with an undertaking given by the employer. The undertaking is taken to be a term of the agreement. A copy of it can be found at the end of this agreement.

## **1. TITLE**

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This Agreement shall be known as the *Metro Trains Melbourne Pty Ltd Rail Operations Enterprise Agreement 2012-2015 (Agreement)*.

## **2. PARTIES BOUND**

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This Agreement covers:

- (a) Metro Trains Melbourne Pty Ltd (the **Company**) in respect of employees of the Company who are appointed to the classifications and rates of pay, up to and including the maximum rate of pay, contained in this Agreement (**Employees**);
- (b) Employees;
- (c) the Australian Rail, Tram and Bus Industry Union (**RTBU**), to the extent that Fair Work Australia notes in its decision to approve this Agreement and that this Agreement covers it; and
- (d) the Association of Professional Engineers, Scientists and Managers, Australia (**APESMA**), to the extent that Fair Work Australia notes in its decision to approve this Agreement and that this Agreement covers it.

## **3. OPERATION AND NOMINAL EXPIRY DATE**

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This Agreement shall take effect 7 days after this Agreement is approved by Fair Work Australia, i.e. the date of effect. The nominal expiry date of this Agreement is 30 June 2015. The Parties will review the Agreement six (6) months prior to its nominal expiry date.

## **4. RELATIONSHIP TO AWARDS AND AGREEMENTS**

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This Agreement is a comprehensive agreement that operates to the exclusion of any Awards or agreements. For the avoidance of doubt, this 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 this Agreement.

## **5. AIM OF AGREEMENT**

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In making this Agreement, the Parties want to:

- Promote a co-operative working relationship between the Company, the Employees and their representatives;
- Work together to enhance and grow the business;
- Embrace change as a means of securing jobs, income and profitability;
- Remain focused on the needs of customers, recognising customer satisfaction and increased patronage are integral to securing the future; and
- Establish an environment where equity, trust, partnership and service are shared values.

## **6. NO EXTRA CLAIMS**

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It is agreed that the payments contained in this Agreement provide a complete and final resolution of all claims relating to terms and conditions of employment for all Employees employed under its terms during its duration.

It is a condition that the Employees and their representatives will not pursue any extra claims relating to wages, conditions of employment, or any other matters related to the employment relationship, award or non-award, whether dealt with in this Agreement or not.

## **7. WAGE AND ALLOWANCE ADJUSTMENTS**

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- 7.1 The rates of pay contained in this Agreement are payable as follows;
- (a) One (1) percent from the first full pay period on or after 1 July 2012;
  - (b) One (1) percent from the first full pay period on or after 1 January 2013;
  - (c) Two (2) percent from the first full pay period on or after 1 July 2013;
  - (d) Two (2) percent from the first full pay period on or after 1 January 2014;
  - (e) Three (3) percent from the first full pay period on or after 1 July 2014; and
  - (f) Four (4) percent from the first full pay period on or after 1 January 2015.
- 7.2 Schedules A and B respectively set out the rates of pay, allowances and expenses for Employees employed under this Agreement, as adjusted by the Wage Adjustments provided in this clause.
- 7.3 All allowances will be increased in line with the percentage wage increases contained in clause 7.1 of this Agreement.
- 7.4 Generally, where a minimum and maximum rate is provided in the Schedule of Rates 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.

## **8. CONSULTATION AND COMMUNICATION**

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### **8.1 Consultation**

#### **8.1.1** This term applies if:

- (a) the Company has made a definite decision to introduce a major change to production, program, organisation, structure, or technology in relation to its enterprise; and
- (b) the change is likely to have a significant effect on Employees.

#### **8.1.2** The Company must notify the relevant Employees of the decision to introduce major change. The Company must provide at least fourteen (14) days notice of this change.

#### **8.1.3** The relevant Employees may appoint a representative for the purposes of the procedures in this term.

#### **8.1.4** If:

- (a) a relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation; and
  - (b) the Employee or Employees advise the Company of the identity of the representative;
- the Company must recognise the representative.

#### **8.1.5** As soon as practicable after making its decision, the Company must:

- (a) Discuss with the relevant Employees:
  - i. the introduction of change; and
  - ii. the effect the change is likely to have on the Employees; and

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

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

**8.1.7** The Company must give prompt and genuine consideration to matters raised about the major change by the relevant Employees.

**8.1.8** If a term in the Agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the Company, the requirements set out in subclauses (2), (3) and (5) are taken not to apply.

**8.1.9** In this 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 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 alternation 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.

**8.1.10** In this term, **relevant Employees** means the Employees who may be affected by the major change.

## **8.2 Dispute Resolution**

**8.2.1** 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

then this term sets out procedures to settle the dispute.

**8.2.2** An Employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this term.

**8.2.3** 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.

**8.2.4** If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to Fair Work Australia.

**8.2.5** Fair Work Australia may deal with the dispute in 2 stages:

- (a) Fair Work Australia will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
- (b) If Fair Work Australia is unable to resolve the dispute at the first stage, Fair Work Australia may then:
  - i. arbitrate the dispute; and
  - ii. make a determination that is binding on the parties.

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

A decision that Fair Work Australia 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.

**8.2.6** While the parties are trying to resolve the dispute using the procedures in this term:

- (a) An Employee must continue to perform his or her work as he or she would normally, prior to the dispute, unless he or she has a reasonable concern about an imminent risk to his or her health or safety; and
- (b) An Employee must comply with a direction given by the Company to perform other available work at the same workplace, or at another workplace, unless:
  - i. the work is not safe; or
  - ii. applicable occupational health and safety legislation would not permit the work to be performed; or
  - iii. the work is not appropriate for the Employee to perform; or
  - iv. there are other reasonable grounds for the Employee to refuse to comply with the direction.

**8.2.7** The parties to the dispute agree to be bound by a decision made by Fair Work Australia in accordance with this term.

## **9. INDIVIDUAL FLEXIBILITY ARRANGEMENTS**

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**9.1** The Company and an Employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the Agreement if:

- (a) The agreement 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 paragraph (a); and
- (c) The arrangement is genuinely agreed to by the Company and Employee.

**9.2** The Company must ensure that the terms of the Individual Flexibility Arrangement (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 arrangement was made.

**9.3** 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 18 years of age, signed by a parent or guardian of the Employee; and
- (d) Includes details of:
  - i. the terms of the Agreement that will be varied by the arrangement; and
  - ii. how the arrangement 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 arrangement; and
- (e) States the day on which the arrangement commences.

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

**9.5** The Company or the Employee may terminate the IFA:

- (a) By giving no more than 28 days written notice to the other party to the arrangement; or
- (b) If the Company and the Employee agree in writing – at any time.

## **10. STAFF DEVELOPMENT AND FEEDBACK**

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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. 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.

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.

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.

Areas of review will include, but are not limited to: productivity, safety, environmental awareness, individual work history (skills audit), job satisfaction, team and individual performance targets, training requirements and competency.

## **11. EMPLOYMENT CONDITIONS**

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### **11.1 Common/General Employment Conditions**

#### **11.1.1 Continuity of Service**

- (a) Where the Company or its successor (the transmitter) transmits or assigns all or part of its business to another employer (the transferee) then redundancy will not be payable to any Employee who accepts an offer of employment with the transferee 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 transferee.
- (b) 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 transferee.
- (c) A transfer of employment under the circumstances set out in this subclause will not give rise to an entitlement to payment of any accrued entitlements including but not limited to Long Service, Annual or Personal Leave. All such accrued entitlements will transfer to the transferee.

#### **11.1.2 Random Alcohol and Drug Screening**

- (a) Random alcohol and drug screening will be conducted for Employees, wherever practical within a rostered turn of duty.
- (b) 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 safety notice and/or meal break entitlements.
- (c) Employees will remain available to undertake normal duties for the remainder of their rostered hours on that day.
- (d) Where it is not possible to arrange a 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 duty for that day. In return, Employee's are expected to show flexibility with regard to attendance for such purposes.
- (e) The procedure for random alcohol and drug screening will include non-invasive tests being conducted on site and will be developed in consultation with the Unions.

#### **11.1.3 Termination of Employment**

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:

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

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 week's notice in addition to the period set out in the above table.

Alternatively, the Company may:

- Pay the Employee in lieu of their notice period; or
- 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.

An Employee's employment may be terminated without notice for serious misconduct.

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

Employees are required to return all Company issued uniform, PPE and equipment upon termination of their employment.

#### **11.1.4 Redundancy**

A redundancy may occur where the Company determines that a job is no longer required.

**11.1.4.1** 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.

**11.1.4.2** 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 year 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:
  - Four (4) weeks pay in lieu of notice; and



- Three (3) weeks pay per 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 Employees eligible, these payments will be in addition to any entitlement under subclause 11.1.4.2(a)ii.

#### **11.1.4.3 Application**

- (a) The combined total maximum payment under the provisions of subclause 11.1.4 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.

#### **11.1.4.4 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) day's 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.

#### **11.1.5 Annual Leave**

- 11.1.5.1** Full-time Employees are entitled to one hundred and fifty-two (152) hours (which is equivalent to four (4) weeks) annual leave, exclusive of any public holidays that occur during a period of annual leave, after each fifty-two (52) weeks of continuous service.
- 11.1.5.2** 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) annual leave after every fifty-two (52) weeks of continuous service.
- 11.1.5.3** Annual leave must be taken in accordance with the Employee's rostered/ordinary hours.
- 11.1.5.4** Annual leave does not count as a shift for excess shift purposes (as referred to at clause 11.2.7).
- 11.1.5.5** 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 11.2.26 and 11.3.14 (Stand Down); or

- iii. as provided for in the Fair Work Regulations 2009; or
- iv. as provided for in clause 11.1.12 (Personal Leave).

**11.1.5.6** 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.

**11.1.5.7** In addition to payment for annual leave, Employees are to be paid an annual leave loading of seventeen point five (17.5) percent 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 (20) percent.

**11.1.5.8** 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 loading of seventeen point five (17.5) percent each year.

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

**11.1.5.10** An Employee may seek approval to take annual leave in single day periods.

**11.1.5.11** Any Employee who is sick whilst on annual leave may apply to substitute Personal Leave, for annual leave, providing they supply a medical certificate from a registered medical practitioner verifying that they are incapacitated through illness to such an extent as would render them incapable of performing work for at least one (1) week in a continuous period. 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.

**11.1.6 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 be paid at not 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) In addition, Employees may elect to clear these surplus credits and nominate to prospectively salary sacrifice future earnings into a complying Superannuation Fund in accordance with and subject to Australian Taxation Office requirements; provided such arrangements may only be introduced or cease as the case might be, on a once per annum basis from the service anniversary dates of individual Employees.
- (e) 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.

#### **11.1.7 Long Service Leave**

##### **11.1.7.1 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 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.

##### **11.1.7.2 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 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.

#### **11.1.8 Parental Leave**

The following provisions relating to parental leave apply to Employees entitled to parental leave under the *Fair Work Act 2009* (Cth).

Parental Leave means paid and unpaid parental leave (including maternity leave) and adoption leave as detailed hereunder.

- (a) Subject to the terms of this clause Employees are entitled to Maternity, Paternity 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 for the purposes of adoption, other than a child or step-child of the Employee or of the spouse of the Employee or a

child who has previously lived continuously with the Employee for a period of six (6) months or more.

- (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.

#### **11.1.8.1 Entitlement**

- (a) 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 eligible casuals fifty-two (52) weeks unpaid leave, in relation to the birth or adoption of their child.
- (b) 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 up to one (1) week for maternity and paternity leave at the time of the birth of the child; and
  - ii. An unbroken period of up to three (3) weeks for Adoption Leave, at the time of placement of the child. 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.

#### **11.1.8.2 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 subject to the total amount of leave not exceeding fifty-two (52) weeks.

#### **11.1.8.3 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) They 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.

#### **11.1.8.4 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.

#### **11.1.9 Maternity Leave**

##### **11.1.9.1 Entitlement**

- (a) An Employee who has completed twelve (12) months service by the date of commencement of maternity leave is entitled to maternity leave with pay for a total period of twelve (12) weeks. An Employee may elect to take the paid component of their maternity leave (twelve (12) weeks) at half pay, i.e. half pay over twenty-four (24) weeks, so long as the total period of parental leave is not extended.

- (b) Where an Employee has been employed on a part-time basis for all or portion of a continuous period of employment of twelve (12) calendar months the Employee is entitled to be granted leave on a proportionate basis.
- (c) Eligible casuals and Employees who have not completed twelve (12) months service as per sub-paragraph (a) above are only entitled to unpaid leave.
- (d) Payment in respect of maternity leave will not be made in advance, but paid in accordance with normal arrangements for payment of salary.

#### **11.1.9.2 Certification**

- (a) The Employee must provide a certificate from a legally qualified medical practitioner stating that the Employee is pregnant and specifying the date of the expected birth.
- (b) This medical certificate must be provided no later than ten (10) weeks before the expected date of birth 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.
- (c) If the Employee wishes to continue to work during the period of six (6) weeks before the expected date of birth, the Employee is required to provide a medical certificate stating that the Employee is 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.
- (d) 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.
- (e) 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.
- (f) Where the confinement occurs more than six (6) weeks prior to the expected date of delivery the total period of twelve (12) weeks should be counted from the actual date from which maternity leave is granted.
- (g) 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 leave.

#### **11.1.9.3 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.

#### **11.1.9.4 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 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 attaching to that job until the commencement of maternity leave.

- (b) If the transfer to a safe job is not practicable, the Employee may ask, or the Company may require the Employee to commence parental leave for such period as is certified necessary by a registered medical practitioner.

#### **11.1.9.5 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 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) 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 leave and parental leave, including parental leave taken by a spouse, may not exceed 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 paternity 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.

#### **11.1.10 Paternity Leave**

##### **11.1.10.1 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 paternity leave with pay for a period not exceeding one (1) week, or for periods that in the aggregate do not exceed one (1) week, or in the case of an eligible casual 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 paternity leave on a pro-rata basis.
- (c) Eligible casuals and Employee's who have not completed twelve (12) months service in accordance with subparagraph (a) above, are entitled to unpaid leave only.

##### **11.1.10.2 Application**

In cases of still birth, paid paternity 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.

##### **11.1.10.3 Additional Leave**

An Employee may also apply to be granted unpaid paternity 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 maximum period of leave granted both paid and unpaid paternity leave should not exceed fifty-two (52) weeks.

#### **11.1.10.4 Certification for Additional Leave**

- (a) In applying for unpaid paternity leave the Employee must provide to the Company at least ten (10) weeks prior to each proposed period of paternity leave, a certificate from a registered medical practitioner which names the spouse, states that the Employee's spouse 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 paternity leave; and a statutory declaration stating:
  - i. they will take that period of paternity leave to become the primary care-giver of a child;
  - ii. particulars of any period of maternity leave sought or taken by the Employee's spouse;
  - iii. that for the period of paternity leave they will not engage in any conduct inconsistent with their contract of employment.
- (b) This medical certificate must be provided no later than ten (10) weeks before the expected date of birth 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.

#### **11.1.11 Adoption Leave**

##### **11.1.11.1 Entitlement**

- (a) An Employee, who has completed twelve (12) months continuous service, or an eligible casual, 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 leave. Where paid leave is available to the Employee, the Company may require the Employee to take such leave instead.

##### **11.1.11.2 Certification**

- (a) 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.

##### **11.1.11.3 Notification**

- (a) 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.



- (b) 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.
- (c) An Employee will not be in breach of this subclause 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.

#### **11.1.12 Personal Leave**

##### **11.1.12.1 Definition**

- (a) Paid personal leave will be available to an Employee when they are unable to attend for work due to:
- i. Because the Employee is not fit for work because of a personal illness, or personal injury, affecting the Employee (Sick Leave); or
  - ii. To provide 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 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.

**11.1.12.2** Day in respect of payment of this agreement 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 (as referred to at clause 11.2.7).

##### **11.1.12.3 Entitlement**

- (a) A full-time Employee of the Company accrues Personal Leave progressively on a pro rata basis at the rate of fifteen (15) days 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 each year.
- (c) For the purpose of this subclause, 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) Unused Personal Leave accumulates from year to year without limitation.

#### **11.1.13 Sick Leave**

##### **11.1.13.1 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.

#### **11.1.13.2 Certification**

- (a) 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.
- (b) 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.
- (c) 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).
- (d) 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.
- (e) An Employee is not required to furnish a medical certificate whilst an inpatient at a registered hospital or where the Company's medical practitioner indicates an unfitness for duty following a medical examination.
- (f) 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.
- (g) 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.

#### **11.1.13.3 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.

#### **11.1.14 Carer's Leave**

##### **11.1.14.1 Entitlement**

- (a) An Employee is entitled to use, in accordance with this subclause, 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 subclause 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 subclause 11.1.5;
- ii. Time off in lieu of payment for overtime consistent with Clause 11.1.17;
- iii. Make-up time consistent with clause 11.1.18; 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.

**11.1.14.2 Certification**

To be entitled to carer's leave, the Employee is to provide the Company with a medical certificate from a registered medical practitioner or a statutory declaration (refer to clauses 11.1.13.2(d) and (f)) 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.

**11.1.14.3 Notification of Absence**

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.

**11.1.15 Compassionate/Bereavement Leave**

**11.1.15.1 Entitlement**

An Employee is entitled to three (3) days of compassionate/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 subclause (b)):

- (a) Contracts or develops a personal illness that poses a serious threat to his or her life; or
- (b) Sustains a personal injury that poses a serious threat to his or her life; or
- (c) Dies.

**11.1.15.2 Certification**

- (a) 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.
- (b) The relationship of the Employee to the deceased must be established either by a newspaper cutting, or where this is not conclusive, by a statutory declaration.

**11.1.15.3 Application**

- (a) Payment in respect of 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) An Employee is entitled to leave with pay for time necessarily lost from duty in the event of attendance at a formal locally held memorial service in respect of the death outside Australia of an immediate member of the family of the Employee. The approval of leave in such situations would be a maximum of one (1) day. The relationship of the Employee to the deceased must be established as provided in subclause (b) of this Agreement.
- (c) Subject to the maximum of three (3) days in total, compassionate/bereavement leave is restricted to the period from the day of death of the relative to the day after the day of the funeral.
- (d) 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 compassionate/bereavement leave.

#### **11.1.16 Special Leave – Family/Domestic Violence**

- (a) 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.
- (b) 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 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, which includes a document issued by the Police Service, a Court, a Doctor, district nurse, maternal and child health care nurse, a Family Violence Support Service or Lawyer. An Employee experiencing family violence may raise the issue with their immediate manager or Human Resources.
- (c) 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.

#### **11.1.17 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.

#### **11.1.18 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.

#### **11.1.19 Shiftwork Allowances**

- (a) Employees are to be paid shift allowances, the amount of which is contained in the Schedule of Rates and Allowances of this Agreement, as appropriate for all time worked on an early morning, afternoon 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.

#### **11.1.20 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 the Schedule of Rates and Allowances of this 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) This 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.

#### **11.1.21 Limitation of Penalty Payments**

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

#### **11.1.22 Accident Make-Up Pay**

**11.1.22.1** 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.

**11.1.22.2** An Employee upon receiving 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:

- (a) Accident make up pay will only be payable while the Employee remains in the employment of the Company;
- (b) 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 the Employee's entitlement to accident pay;
- (c) The period of accident make up pay is not to exceed a total of fifty-two (52) consecutive weeks for any one (1) injury;
- (d) Accident make up pay is not to be paid where any period of other paid leave of absence has been granted;
- (e) The Company is not to dismiss any Employee by reason only of the Employee being in receipt of accident make up pay;

- (f) 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
  - (g) 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 sick pay (subject to the availability of credits) pending determination of the claim.
- 11.1.22.3** The 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 full rate of pay which would have been payable under this Agreement. Payments for absences of less than one (1) week in duration shall be calculated as a proportion of the weekly rate of pay.
- 11.1.22.4** For the purpose of this clause "injury" shall be given the same meaning and application as applying under the relevant state legislation.
- 11.1.22.5** For the purposes of this clause "relevant state legislation" shall mean the Accident Compensation Act 1985 (Vic), as amended from time to time, or any replacement legislation, whichever is applicable.
- 11.1.23 Payment of Wages**
- Employees will be paid fortnightly by electronic funds transfer prior to noon on Thursday.
- 11.1.24 Probation**
- 11.1.24.1** 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.
- 11.1.24.2** 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.
- 11.1.25 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:
- 11.1.25.1 Employees Engaged Prior to 1 July 2004**
- (a) Company 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.
  - (b) Those who do not elect the lump sum will remain on salary maintenance arrangements.
  - (c) Where the employee elects to remain on salary maintenance the Company will maintain the Employee's substantive rate of pay for standard hours of work (seventy-six (76) per fortnight). Any payment other than standard hours 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.

**11.1.25.2 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.

**11.1.25.3 Employees who are redeployed or demoted to an alternative position on performance and/or disciplinary grounds do not have entitlement under this clause.**

**11.1.26 Salary Sacrifice Agreement**

This Agreement shall enable Employees of the Company to 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 the Schedule of Rates and Allowances which is attached to this Enterprise 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) 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) Employee contributions to the Revised, New or Transport Defined Benefit Superannuation schemes are excluded from this salary sacrifice agreement.
- (h) 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 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.
- (i) Employees may only vary their salary sacrifice arrangement on one (1) further occasion each calendar year.
- (j) Should an Employee experience hardship then they must advise the Company of their need to alter their existing salary sacrifice arrangement.

- (k) 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.
- (l) 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.
- (m) Employees wishing to enter into a salary sacrifice arrangement must complete a "Payment of Superannuation Contributions from Pre Tax Salary" form.

#### **11.1.27 Travel Pass Entitlement**

##### **11.1.27.1 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**

The EFTA is available for first class travel on the following services:

- i. Melbourne metropolitan trams, trains and buses (both Government and privately owned).
- ii. V/Line Passenger services including V/Line rail replacement coach services.

The EFTA does not permit travel on the following services:

- i. Interstate trains beyond Albury or Wolsley;
- ii. Chartered trains, trams and buses;
- iii. Tourist railways and trams;
- iv. 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 for.

###### **(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 \$500 will apply and the Employee will be required to make the full payment within thirty (30) days of being advised by the Company.

#### 11.1.27.2 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.

#### 11.1.27.3 Interstate Leave Passes

##### (a) Entitlement

- i. Interstate Leave Passes will be made available to employees of the Company, or businesses 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.
- ii. Employees engaged after 1 July 2003 are not entitled to interstate passes.
- iii. 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.
- iv. Employees are entitled to one (1) free Interstate travel pass in any annual leave year. Such entitlement, if unused, does not accumulate.
- v. 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:
  - intersystem train services that extend services that extend beyond Victorian border stations;
  - intersystem services that extend beyond V/Line interstate Rail/Coach Link Service terminals;
  - other intersystem 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;
  - Certain intersystem services as nominated from time to time.
- iv. Interstate pass entitlements as set out above will apply for the duration of this 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 subclause. 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.

#### **11.1.27.4 Retired Employee Travel Authority (RETA)**

##### **(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 a Company 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 a Company 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 in subclause 11.1.27.2 of this 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 in subclause 11.1.27.3 of this 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. Deferment 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.

**11.1.28 Uniforms**

- (a) Employees that 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 items will be subject to normal wear and tear.
- (c) For Authorised Officers (AOs) 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.

**11.1.29 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 2011/17 (as updated from time to time).

## **11.2 Employment Conditions: Operations, Salaried, Administration and Engineering Employees**

### **11.2.1 Definitions relating to Operations, Salaried, Administration and Engineering Employees**

<b>Central Business District (CBD )</b>	Means Stations inclusive of North Melbourne, Jolimont, Southern Cross, the Underground Loop Stations, Flinders Street and Richmond.
<b>Home Location</b>	Means: <ul style="list-style-type: none"><li>• The station, place or depot to which an employee is attached; or</li><li>• In the case of an Employee on the regular relieving roster, means the station, place or depot from which their movements are controlled.</li></ul>
<b>MURL</b>	Means Melbourne Underground Rail Loop.
<b>Operations, Salaried, Administration and Engineering Employees</b>	Means all Employees employed under the conditions of this Agreement, with the exception of those Employees classified as Drivers, as defined in this Agreement.
<b>Regular Relieving / Annual Leave Relief</b>	Means Employees appointed to annual leave relief positions.
<b>Shift</b>	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.
<b>Unavoidable Necessity</b>	Includes circumstances where compliance involves the Company in expenditure which is unreasonable.
<b>Wherever practicable, as far as practicable (and any similar expressions)</b>	Means that arrangement must be made if it can be without: <ul style="list-style-type: none"><li>• Detriment to the customers' interest;</li><li>• Additional cost to the Company;</li><li>• Reducing the efficiency of the service.</li></ul>

### **11.2.2 Relieving Expenses**

**11.2.2.1** Employees appointed to the regular relieving/annual leave relief positions are entitled to be paid relieving expenses as provided in the Schedule of Rates and Allowances contained in this 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 place.

**11.2.2.2** 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.

### **11.2.3 Disruption to Work Allowance**

- (a) An allowance is payable to specified 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 workshops being undertaken at their place of work and they cannot be relocated.
- (b) 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 fifty-seven (57) cents per hour for each and every hour worked in those circumstances as adjusted by this Agreement.
- (c) For the purpose of this clause a significant disability occurs when Employees encounter excessive noise, dust and/or disruptive inconvenience caused by the use of power tools and equipment used during the construction activities.
- (d) 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.

#### **11.2.4 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 this Agreement, however, the provisions of subclause 11.2.10 (Overtime), subclause 11.2.11 (Public Holidays), subclause 11.2.14 (Saturdays/Sundays), and subclause 11.1.19 (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:

<b>Clause 11.2.23</b>	Ordinary hours*
<b>Clause 11.1.5</b>	Annual Leave
<b>Clause 11.1.12</b>	Personal Leave
<b>Clause 11.1.8</b>	Parental Leave
<b>Clause 11.1.18</b>	Make-Up Time
<b>Clause 11.1.17</b>	Time In Lieu

*\* Subclause (b) does not apply to SO's Division 17 and above or PE's Class 5 and above.*

#### **11.2.5 Meal Allowances**

Employees are to be paid a meal allowance in accordance with the Schedule of Rates and Allowances of this 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.

#### **11.2.6 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 the Schedule of Rates and Allowances of this Agreement provided a minimum of three (3) locations are on their group relief roster.
- (b) The Central Business District (CBD) stations are regarded as one 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 computed 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.

#### **11.2.7 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 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 provisions.

#### **11.2.8 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 wage 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 one 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) Personal leave will not count as a shift for the purposes of calculating excess shifts (as referred to at clause 11.2.7).

- (f) 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.

#### **11.2.9 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.

#### **11.2.10 Overtime**

- (a) All Employees are required to work reasonable overtime as required by the Company provided they are paid the relevant overtime rates.
- (b) Overtime is all time worked in excess of the regular rostered hours for that day, on any day or shift.
- (c) The rate of payment 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 rates.

#### **11.2.11 Public Holidays**

- (a) With the exception of part-time Employee's all Employees are entitled to holidays on the following days:
  - 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;
  - 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) A full-time Employee who is rostered to work on a public holiday (other than Sunday) will, in addition to receiving a day's leave of absence, be paid at the rate of time and a half for the time worked. However as an alternative to a day's leave of absence, the Employee may ask to be paid for the day in addition to payment at the rate of time and a half for the time worked.
- (d) An Employee who works on a public holiday falling on a Sunday, or works on a public holiday on which they are not rostered to work, is to be paid for the time worked at the rate of double time and a half.
- (e) The provision of leave of absence does not apply to Employees who are not available for duty on the holiday except those who are ill for a continuous period not exceeding a

week, or where work is resumed on the first working day after the holiday, or those on annual leave or accident leave with pay.

- (f) Payment will not be made for the public holiday for Easter Saturday, or Anzac Day when it falls on a Saturday or Sunday, if the Employee is not rostered for duty on either of those days.
- (g) Pay for one (1) day's leave of absence means an amount calculated in accordance with the Employee's rostered/ordinary hours and does not count as a shift for excess shift purposes (as referred to at clause 11.2.7).
- (h) 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. Those who are not rostered to work on a public holiday are not to be paid.
- (i) Part-time employees required to work on a public holiday are to be paid double time and a half for the actual hours worked.

#### **11.2.12 Relieving in Higher Positions**

- (a) Employees engaged on duties carrying a higher rate than their ordinary classification will be paid that higher rate for the actual hours worked, or a proportion of that higher rate, i.e. twenty-five (25) percent, fifty (50) percent or seventy-five (75) percent, depending on competency and requirements of the engagement. The applicable rate will be determined by the direct manager and subject to consultation with the relevant Employee and their nominated representative.
- (b) 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.
- (c) Where an Employee has qualified for payment of an advanced subdivision 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 relieving or 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.
- (d) 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. Should such an Employee be appointed to a personal classification they will not have it reduced back to their former classification should the higher position be restructured or abolished.
- (e) Acting in Higher payment rates for 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.
- (f) Employees who have been acting in a higher position 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:
  - 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.

**11.2.13 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.

**11.2.14 Time Worked on Saturdays and Sundays**

- (a) Time on duty between midnight on Friday and midnight on Saturday is to be paid for at the rate of time and one-half.
- (b) Time worked between midnight Saturday and midnight Sunday shall be paid for at the rate of double time.
- (c) Consecutive Sundays may be rostered but rosters will not comprise more than five (5) Sundays out of eight (8) rostered to work.
- (d) 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.

**11.2.15 Travelling and Waiting Time**

Employees who are required to sign on or off elsewhere than at 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.

**11.2.16 Authorised Officers (AO) – Attendance at Court**

When an Authorised Officer 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.

**11.2.17 Intervals between Shifts**

- (a) Except in cases of Unavoidable Necessity every Employee is to be allowed off duty for at least eleven (11) 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.
- (b) 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.

**11.2.18 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.

**11.2.19 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.

**11.2.20 Crib Breaks**

Where Employees do not receive a meal break as specified in sub-paragraph 11.2.19, Employees may take a paid crib break of up to twenty (20) minutes during the shift.

**11.2.21 Non Accrual of EDOS**



- (a) Subject to the needs of the business and the agreement of their manager, Clerical, Administrative, 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.
- (b) An EDO where rostered, is not able to be accumulated and can only be taken as time off.
- (c) EDOs that have been accumulated 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 individual and if requested, their representative
- (d) Sub-paragraphs (a)-(c) do not apply to Employees as per limitations set out at sub-paragraph 11.2.23(c).

#### **11.2.22 Notification of Change of Roster**

- (a) 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:
  - i. At least fourteen (14) days prior notice shall be given to Employees if it is intended to alter established rosters or locations on a permanent basis.
  - ii. 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.
  - iii. 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.

#### **11.2.23 Ordinary Hours of Work**

- (a) 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.
- (b) The ordinary hours of work will be arranged so as to permit the taking of a rostered day off which shall operate on the following basis:
  - i. 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
  - ii. Rostering each employee off on one (1) week day of a four (4) week cycle over twenty-eight (28) consecutive days.
- (c) Sub-paragraph (b) above does not apply to:
  - i. part-time Employees under (a);
  - ii. part-time Employees under (a) who subsequently become full-time Employees on or after 1 July 2013;
  - iii. Employees who commence employment with the Company after this Agreement comes into effect; or
  - iv. Employees appointed at a rate in excess of SO Division 16 or PE Class 4 (maximum).

- (d) The Company, may, during the life of this Agreement, offer an incentive program to buy out an Employee's entitlement under subclause 11.2.23(b). Any such incentive program will be subject to consultation.
- (e) 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.

#### **11.2.24 Part-Time Employment**

- (a) Part-time Employees are those who work a regular pattern of hours which is less than seventy-six (76) a fortnight.
- (b) Before commencing part-time employment 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.
- (c) The terms of this Agreement in relation to leave entitlements apply pro rata to part-time Employees.
- (d) Excess shift provisions do not apply to part-time Employees except where they are relieving in a full-time position.
- (e) From the commencement of 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.

#### **11.2.25 Trauma Counselling**

Where an Employee is witness to, or involved in, a serious incident involving a rail vehicle, post-traumatic stress counselling is available for all Employees. Attendance will be optional, but is recommended.

#### **11.2.26 Stand Down**

- (a) 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.
- (b) 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.

### 11.3 **Employment Conditions: Drivers**

Provisions contained in this section represent terms and conditions relating to Driver grades, as specified in subclause 11.3.1. Further provisions relating to rostering, training and appointment are contained in Schedule 2 of this Agreement.

#### 11.3.1 Definitions:

<b>Driver Level 1 (Trainee)</b>	A new start Trainee Driver (class room) and a Trainee Driver who has successfully completed all necessary training and evaluation and is authorised as proficient to perform the required driving duties with an On The Job Trainer (OJT).
<b>Driver Level 2 (Restricted)</b>	A Trainee Driver who has completed thirty-eight (38) weeks successful training with the Driver Training Scheme and is able to drive unsupervised for thirty-five (35) weeks on qualified routes within the Metro system to complete the Metro Driver Training Scheme.
<b>Driver Level 3</b>	A Driver Level 2 who has successfully completed all additional training requirements at Level 2, will advance to Driver Level 3. After six (6) months at Driver Level 3, an assessment will be conducted by a Train Services Officer and Performance and Safety Manager, who will consider the Driver's competency, performance and 'safety of line' record. If the assessment is positive, the Driver Level 3 will be progressed to Driver Level 4. If the assessment is not positive, the Driver Level 3 will remain on the Level 3 classification and a developmental plan will be implemented.
<b>Driver Level 4</b>	A Single Person Operation of Suburban Trains (SPOT) where the Driver has sole responsibility for all safe-working on the train and full knowledge of Metropolitan area.
<b>Train Services Officer (Driver Trainer Specialist)</b>	Develop, maintaining, assess and deliver driver training courseware.
<b>Train Services Officer structure (Principal Driver)</b>	Conduct audits, investigations and reporting to ensure Drivers maintain competencies and safety standards.

#### 11.3.2 Relieving Expenses

- (a) Drivers who volunteer to relieve in depots other than their home depot will be paid work related car expenses per kilometre in accordance with the Australian Tax Office Schedule.

#### 11.3.3 Guaranteed Payment

- (a) Drivers who are ready, willing and available for all work offering on each of their first ten (10) shifts in any one fortnightly period; or all shifts offered if their normal fortnightly roster is divided into less than ten (10) shifts (i.e. X roster), are to be paid the guaranteed payment for that fortnight.
- (b) The guaranteed payment is to be paid as if the Driver 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 Drivers who are excluded under sub-paragraph 11.3.8(c)), or if their normal shift roster is divided into less than ten (10) shifts, an amount equivalent to ordinary fortnightly hours at their ordinary rate of pay, but is not to include:
  - i. Penalties for shift work, Saturday time, Sunday time and public holidays;
  - ii. Penalties for overtime in the case of Drivers whose normal fortnightly roster is divided into less than ten (10) shifts;

iii. Payments in respect to any shifts after the first ten (10) in the fortnightly period.

- (c) Drivers, are not entitled to the guaranteed payment for any fortnightly period during which they are absent from duty, without the approval of the Company.
- (d) The guaranteed payment will not be available in any fortnight where a Driver has been stood down in accordance with Subclause 11.3.14 Stand Down.
- (e) Full-time Drivers 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 and may be called upon for further work without a period of rest.

#### **11.3.4 Minimum Payment**

- 11.3.4.1** A Driver 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.
- 11.3.4.2** Drivers who report for duty on an Excess Shift (as per subclause 11.3.5 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.

#### **11.3.5 Overtime**

- 11.3.5.1** For the purpose of this subclause 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.
- 11.3.5.2** Overtime is:
  - (a) Time worked on an ordinary shift after eight (8) hours (or seven point six (7.6) hours for Drivers who are excluded under sub-paragraph 11.3.8(c)), 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 (1st) or second (2nd) 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.
- 11.3.5.3** All Drivers are required to work reasonable overtime as required by the Company provided they are paid the relevant overtime rates.
- 11.3.5.4** Drivers who work more than two hours overtime, at the completion of an ordinary shift, are to be paid a meal allowance as provided in the Schedule of Rates and Allowances in this Agreement.

#### **11.3.6 Suburban Allowance**

Drivers regularly employed driving suburban electric trains in the Melbourne suburban system who are qualified to drive under the Metrol Signalling and Safe Working System are to be paid a suburban allowance per shift for all rostered shifts for which they are ready willing and able to perform all the functions required of that position in accordance with the Schedule of Rates and Allowances of this Agreement. This allowance will not apply to Driver Level 1.

#### **11.3.7 Rosters and Hours of Work**

- (a) All Drivers are required to work a rotating roster which includes day, afternoon and night shifts.
- (b) Drivers shall be allowed a minimum period off duty of eleven (11) hours except where:
  - i. the previous shift was for a period of four (4) hours or less or in special cases of emergency requiring earlier attendance; or
  - ii. 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.

- (c) Drivers who are rostered to work a shift of more than six (6) hours duration, 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.
- (d) Drivers rostered to work a shift of six (6) hours or less duration shall not be allowed a meal break. A 'needs break' of twenty (20) minutes is provided in this circumstance. The twenty (20) minutes needs break is inclusive of walking time.
- (e) Drivers rostered on shifts of nine (9) hours and fifty-nine (59) minutes may have two (2) meal breaks of twenty (20) minutes duration, excluding walking time, without deduction of pay, such breaks to commence after two (2) hours and thirty (30) minutes and to be completed by seven (7) hours and thirty (30) minutes, except in cases of unavoidable necessity.
- (f) If Drivers are unable to take their meal break(s) during their rostered shift, they will be able to claim a wasted meal allowance as per the Schedule of Rates and Allowances in this Agreement. If a Driver takes a meal break during the rostered shift they cannot claim a wasted meal payment.

#### **11.3.8 Ordinary Hours**

- (a) 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.
- (b) 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:
  - i. Fixing one (1) week day on which Drivers at a location will be rostered off during a four (4) week cycle over twenty-eight (28) consecutive days; and
  - ii. Rostering each Driver off on one (1) week day of a four (4) week cycle over twenty-eight (28) consecutive days.
- (c) Sub-paragraph (b) above does not apply to Employees starting with the Company after the date of effect of this Agreement, Part-time Drivers, Job-share Drivers or Employees who work a roster which provides for additional days off roster in exchange for longer shifts.

#### **11.3.9 Calculation of Shifts**

Drivers can work twelve (12) shifts where two (2) days 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.

#### **11.3.10 Discretionary Rostered Day Off (DDO)**

- (a) Other than Drivers excluded under sub-paragraph 11.3.8(c) Drivers 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.

- (b) DDO's will be rostered evenly throughout the Monday to Friday master roster.
- (c) DDO's will be clearly identified on the rotation but may be replaced by another symbol.
- (d) Preference will be given to worked shifts equalisation when allocating overtime shifts.
- (e) Permanent swaps will be as set out in Schedule 2 of the Agreement.
- (f) Drivers 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.
- (g) Should a Driver 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.
- (h) Where a DDO is worked normal penalty provisions will be paid in addition to the stand alone payment.

#### **11.3.11 Part-Time Drivers**

- (a) Part-time Drivers are those who work a regular pattern of hours which are less than seventy-six (76) a fortnight.
- (b) Before commencing part-time employment the hours of work are to be agreed between the Company and the part-time Driver.
- (c) The hours of work will be for a specific number of shifts according to a roster.
- (d) 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 Driver must agree if the average hours of work increase.
- (e) The terms of this Agreement in relation to leave entitlements apply pro rata to part-time Drivers.

#### **11.3.12 Saturday and Sunday Work**

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

#### **11.3.13 Salary Maintenance**

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

#### **11.3.14 Stand Down**

- (a) The Company may deduct payment for any time during which Drivers 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:

- i. When the Company proposes to use stand downs it will notify the Drivers affected. During the period this notification remains in force the Drivers affected are deemed to be stood-down;
- ii. Drivers who are stood-down will be treated for all purposes, other than payment of wages, as otherwise having continuity of service and employment;
- iii. At any time during the period they are stood down Drivers 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 Driver other than payment in lieu of notice;
- iv. Drivers 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 Drivers are to provide a statutory declaration setting out details of any other employment;
- v. Drivers 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
- vi. The Company will not deduct payment for any public holiday which occurs during the period in which Drivers 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, Drivers 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.

#### **11.3.15 Trauma Leave**

- (a) When a Driver is involved in a serious collision involving his or her rail vehicle, the Driver 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.
- (b) Post-traumatic stress counselling is available for all Drivers/Trainee Drivers. Attendance will be optional, but is recommended. If the Driver/Trainee Driver decides not to attend, the Group Depot Manager must still authorise the paid leave, as per subparagraph (a) above.
- (c) During the first five (5) days the Driver/Trainee Driver will be expected, if medically fit, to attend any meetings including the loss assessor interview, in hours that are mutually agreeable.
- (d) During any period of Trauma Leave, the Driver/Trainee Driver 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.

#### **11.3.16 Public Holidays**

- (a) With the exception of casuals and part-time Drivers, all Drivers are entitled to holidays on the following days:



- 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 shall 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 shall be observed on the following Monday.
  - iv. Any of the following days which are proclaimed by the Victorian Government: Australia Day, or Labour Day, Anzac Day, Queen's Birthday and Melbourne Cup Day.
  - 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 Drivers may agree to substitute another day for any public holiday provided the agreement is recorded in writing and made available to each affected Driver.
  - (c) A full-time Driver who is rostered to work on a public holiday (other than a Sunday) will, in addition to receiving a day's leave of absence, be paid at the rate of time and a half for the time worked. However as an alternative to a day's leave of absence, the Driver may ask to be paid for the day in addition to payment at the rate of time and a half for the time worked.
  - (d) A Driver who works on a public holiday falling on a Sunday is to be paid for the time worked at the rate of double time and a half.
  - (e) The provision of leave of absence does not apply to Drivers who are not available for duty on the holiday except those who are ill for a continuous period not exceeding a week, or where work is resumed on the first working day after the holiday, or those on annual leave or accident leave with pay.
  - (f) Pay for one (1) day's leave of absence means an amount calculated in accordance with the Employee's rostered/ordinary hours and does not count as a shift for excess shift purposes.
  - (g) Part-time Drivers who would normally have been rostered for duty on a day that a public holiday falls and are subsequently advised that they are not required, shall be entitled for a public holiday for that day.
  - (h) Public holidays accrued (day's leave of absence as per subclause (c) above) from the anniversary date must be taken within the following twelve (12) month period. They may be cashed out, salary sacrificed or taken as leave. Notice must be given prior to the following anniversary date by the Driver to the Company as to which option they wish to exercise. If the Driver does not provide notice the relevant accrual will be cashed out.

#### **11.3.17 Easter Saturday**

- (a) Paid leave of absence will be made for the Easter Saturday public holiday to Drivers who are rostered to work shifts over a seven day cycle and are otherwise available to work, but are booked off.
- (b) Payment in these circumstances shall be in accordance with the following:
  - i. Paid leave of absence does not count as a shift for the purpose of calculating excess shift entitlements and there will be no option to accrue this day;
  - ii. The provision shall not apply to Drivers 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, bereavement leave, parental leave, leave without pay or unable to attend work due to injury;

- iii. Drivers 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.

#### **11.3.18 Parental Leave - Training and Accreditation Continuity Incentive**

- (a) To avoid the potential loss of accreditation, a Driver 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 (12) weeks paid Maternity Leave period) will be eligible for a special one-off Training Continuity Incentive.
- (b) A Driver 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.
- (c) A Driver 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.
- (d) If the Driver 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 Driver will be paid a total of ten (10) days after three (3) months' return to full-time duty.

##### **11.3.18.1 Eligibility**

- (a) To be eligible for this incentive program the Driver must at least undertake the following accreditation and training tasks for each six (6) months of absence:
  - i. Two (2) shifts, one (1) of which must be on the Hurstbridge line for maintenance of Electric Staff and Ticket accreditation. One (1) shift must be on services that will enable maintenance of ABS and ATC accreditation;
  - ii. One (1) shift for completion/catch – up of Continuation training;
  - iii. One (1) shift to undergo updating of any new operational requirements; and
  - iv. To access the incentive benefits eligible Drivers must make written application to their respective supervisor, who will make the necessary arrangements for attendance.

#### **11.3.19 Medical Attendance – Drivers**

- (a) This procedure covers the preparation and attendance of Drivers 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.
- (b) The blood test requires the Driver 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. An overall payment of eleven (11) hours is to be made to Drivers 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.
- (c) Payment for attendance at the subsequent follow-up medical fitness examination, 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.

- (d) Any further medical attendance requirements to meet the necessary medical standard will be the responsibility of the Driver and must be carried out in the Driver's own time.
- (e) All Drivers are required to undergo medical testing to the standard within the designated time.
- (f) Any Driver who attends medical appointments during ordinary work hours are required to return to work after the appointments to complete their shift.

#### **11.3.20 Training Shifts**

Training Shifts for Drivers 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.

#### **11.3.21 Job Share**

- (a) 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.
- (b) This initiative provides an alternative working method for 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 (1) time.
- (c) The Program:
  - i. Where two (2) 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.
  - ii. The parties must sign a Job Share Agreement which will be binding and the arrangement will not be reversible.
  - iii. The division of working time will be agreed between the two participants but will normally be split on a 50/50 basis.
  - iv. The rotation between the participants will be no less than weekly up to a maximum of three (3) months. Participants will work on a full-time basis (average of thirty-eight (38) hours per week) during their respective rotations.
  - v. Where the participants are unable to agree on the split and rotation, the Company will decide the appropriate arrangement, which will be final.
  - vi. Pay rates and leave entitlements are the same as for full-time Drivers but calculated on a pro rata basis.
  - vii. 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.
  - viii. Parties to a Job Share arrangement agree to work a reasonable amount of overtime in accordance with Subclause 11.3.5 of this Agreement.
- (d) Conditions
  - i. The Company will only accept applicants for Job Share that are deemed as suitable and job share arrangements that are acceptable to the Company.

- ii. Time worked in a Job Share role will be deemed to be continuous, but calculated on a pro rata basis.
- iii. Drivers who apply will be considered for a Job Share role in order of the date of application however, the Company may give preference to Drivers 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.
- iv. 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.
- v. In the event that the Job Share position is dissolved the vacant position will be filled on a full-time basis in the normal manner.

## **SCHEDULE 1 - BURNLEY INFORMATION, COMMUNICATION AND TECHNOLOGY (ICT) OPERATIONS ON-CALL 'STANDBY'**

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### **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 (50) percent for such attendance during a Monday to Friday period and by one hundred (100) percent 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 (50) percent 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 (100) percent. For time involved to address such matters on a Saturday/Sunday or Public Holiday then the overtime rate shall be plus one hundred (100) percent.

### **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 (50) percent for such attendance during a Monday to Friday period and by one hundred (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 (50) percent 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 (100) percent. For time involved to address such matters on a Saturday/Sunday or Public Holiday then the overtime rate shall be plus one hundred (100) percent.

### **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 2 - DRIVERS ROSTERING, TRAINING AND WORK PRACTICE CHANGES

The arrangements contained in this schedule reflect the current requirements in relation to rostering, training and work practice changes, as agreed between the Company and the RTBU Locomotive Division.

### 1. Metro Driver Training Scheme

Trainee Drivers will have a staged progression through their qualifications to achieve classification of Driver Level 1 (Trainee), Driver Level 2 (Restricted), Driver Level 3, and Driver Level 4.

<b>Driver Level 1 (Trainee)</b>	A new start Trainee Driver (class room) and a Trainee Driver who has successfully completed all necessary training and evaluation and is authorised as proficient to perform the required driving duties with an On The Job Trainer (OJT).
<b>Driver Level 2 (Restricted)</b>	A Trainee Driver who has completed thirty-eight (38) weeks successful training with the Driver Training Scheme and is able to drive unsupervised for thirty-five (35) weeks on qualified routes within the Metro system to complete the Metro drivers course.

The Metro Driver Training Scheme has two (2) components, the first comprising of thirty-eight (38) weeks of class room training and in-field training. The second component is when the Driver achieves Driver Level 2 (Restricted) classification and is required to complete experiential learning over designated routes within the metropolitan system. Experiential learning is thirty-five (35) weeks duration. On completion of the seventy-three (73) weeks, Drivers may apply for other positions within the metro system in accordance with availability of positions. If other positions are not applied for, automatic transfer will occur onto the general class roster (Flex/C roster) when positions become available. This will provide for additional route knowledge and experiential learning.

To support the revised Driver Training Scheme there will be an introduction of a new driver competence management procedure. Included in the procedure will be additional support in the early stages of their driving careers for all newly qualified Drivers. This will also include a new assessment process for all Trainee Drivers, including Driver Level 1 (Trainee) and Driver Level 2 (Restricted). This will be developed and introduced in consultation with the RTBU Locomotive Division, as per Certificate 4 and AQTF standards. 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 become part of the new driver training scheme.

### 2. Route knowledge

For qualified Driver grades, Route Knowledge (change on learned routes) will be provided using a number of learning tools, including but not limited to:

- Driver simulation/simulator;
- Route learning videos;
- Route maps;
- Simulations on service trains including physical observation of tracks; and
- OJT assisted learning.

Should a Driver 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.

### 3. Depots

Flinders Street Station (ERD) and the following outstation locations are depots where it is agreed Drivers can commence/cease duty at their allocated location.

Belgrave	Macleod
Broadmeadows	Mordialloc
Carrum	Newport
Craigieburn	Pakenham

Cranbourne	Pakenham East
Calder Park	Ringwood
Dandenong	Sandringham
Eltham	Sydenham
Epping	Sunbury
Frankston	Upfield
Glen Waverley	Upper Ferntree Gully
Hurstbridge	Werribee
Lilydale	Westall

North Melbourne Maintenance depot is also treated as a depot for Drivers appointed to "D" rotation however such shifts are required to be dual sign on for increased rostering flexibility. It is expected that the D rotation will be established at North Melbourne as a permanent Depot.

Timetable changes may necessitate the consideration of altered or additional depots.

#### 4. Master Rotation

- (a) Train Drivers are shift workers who may be rostered to work "Day, Afternoon and Night shifts".
  - i. Rostering of Drivers shall not exceed 8 hours per shift, however, shifts containing a travel/dock at the commencement of shift or a shunt and stable/travel at the completion of a shift may be rostered 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, S, X, Flex and Part-time rotations at Flinders Street ERD and a rotation for each outstation depot.
  - iv. Part-time rosters shall be no more than thirty-eight (38) hours per fortnight.
  - v. All rotations except "D", "G" and "S" shall comprise of alternating weeks of day shift and afternoon shift.
  - vi. All rotations with the exception of Flex sequence shall display shift numbers.
  - vii. Short shifts, where possible, shall be evenly spread on the Master Rotations.
  - viii. Outstation shift starts are to be staggered on the rotation to provide a variety of work.
  - ix. Outstation holiday relievers can be utilised to cover any roster, when there is no holiday shifts to cover at their home depot or will be required to travel to Flinders Street. Outstation holiday relievers can be utilised, by agreement with the Driver, to cover holiday shifts at alternative outstations.
  - x. Time off between shifts must be a minimum of eleven (11) hours, or ten (10) hours when a Driver/Trainee Driver is rostered a non-safety critical shift, e.g. training or meetings.
- (b) The Flinders Street ERD rotations will comprise of the following:
  - i. "A" Roster: The time frame applicable to this sequence is to start no earlier than 0600 and to sign off no later than 2000 Monday to Friday, and where practicable on weekends.
  - ii. "B" Roster: The time frame applicable to this sequence is to start no earlier than 0400 and to sign off no later than 2230 Monday to Friday, and where practicable on weekends.

- iii. "C" Roster: Deemed as "General Class Roster" comprised of day and afternoon shifts.
- iv. "D" Roster: Rostered the earliest starts possible and no later than 0500 Monday to Friday, and earliest starts possible on Saturdays and Sundays.

- 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 Driver is available and on Saturdays and Sundays. 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 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. X Roster: Will be 24 rotations comprising of day and afternoon shift.

Shifts will be up to nine (9) hours thirty (30) minutes in length. X roster will comprise of eight (8) shifts per fortnight. The guarantee of seventy-six (76) hours per fortnight will apply. Any hours worked in excess of rostered shifts lengths of nine (9) hours thirty (30) minutes, or extra shifts worked, will be paid at the applicable overtime rate. Drivers on X roster are permitted to work a maximum of overtime shifts not exceeding twenty (20) hours per fortnight.

X roster Drivers shifts should not exceed nine (9) hours thirty (30) minutes, however shifts containing a travel/prep and dock at commencement of a shift or a shunt and stable/travel at the completion of a shift may be, by agreement with the Driver, extended to a maximum of nine (9) hours fifty-nine (59) minutes.

DDO is not applicable to X roster.

A Driver on X roster who swaps a shift that reduces their thirty-eight (38) hour guarantee will forfeit their guarantee for that shift.

All positions will be filled based on seniority/experience.

If there are insufficient applicants for the remaining positions, they will be advertised and then filled. If there are still insufficient applicants, then those newly qualified at Driver Level 3 will be placed into those positions after the completion of the seventy-three (73) week course.

- vii. Flex Roster: Comprises of day and afternoon shifts and must reflect rostered days off. Call times apply, based on weekdays, and may be altered up to two (2) hours either side of the first weekday shift worked.

Call times are not applicable on weekends.

- viii. Network Route: Driver Level 2 (Restricted) will be allocated a position at Flinders Street in a specified rotation with limited routes and traction. They will remain on that rotation for thirty-five (35) weeks to complete their course.

After successful completion of the course, the Driver will automatically transfer onto the general class roster (Flex/C roster) when positions become available, or to alternative rosters/outstations on application.

- ix. "G" Roster: No call time applies and to be rostered the latest possible starts. Sign-on times are to be no earlier than 1500, where practicable, and may be required to work nightshift.



- x. "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.

"S" roster will comprise of 2 day shift rotations and 2 afternoon shifts rotation with revenue running as part of the shift.

- xi. Part-time Roster: No call time applies. Comprises of day and afternoon shifts.

## 5. 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 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 Driver).
- 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 Driver 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 Driver 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 Driver workforce during periods where shifts exceed the number of available 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 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 Drivers 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: a Driver 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
=	\$7.82 per hours x 15 percent loading
=	\$1.17 x 470.0 hours
=	\$550.00 (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 Driver by no later than 1 September following the end of each financial year.
- iii. Application
    - Drivers have the option to take the payment as cash, or salary sacrifice the entire incentive payment, into Vic Super or STA. Drivers 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 may be 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.
- Drivers 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.

## 6. Weekly Rotation/Wall Sheet

- (a) The weekly rotation/wall sheet incorporating overtime shifts is to be posted no later than Thursday mornings.
- (b) Shifts shown on the weekly rotation/wall sheet cannot differ from those shown on the Master Rotation for the applicable week without consultation and agreement of those Drivers involved.
- (c) Drivers are only permitted to work a maximum twenty (20) hours overtime per fortnight on X roster, or on other rosters, twelve (12) worked shifts.
- (d) The roster or Slip Sections cannot reallocate shifts on the wall sheet, once posted, without consultation and agreement of those Drivers involved.

## 7. Call Times

- (a) Call time restrictions apply to all Monday to Friday shifts at the Flinders Street ERD included in the Master rotation and weekly rotation/wall sheet except for the following;
  - i. Call times do not apply to "A" Roster in order to accommodate short shifts.
  - ii. Call times do not apply to "G" Roster short shifts and Night Shift.
  - iii. Call times do not apply to shifts allocated as overtime.
  - iv. Shifts allocated to the Master Rotation/wall sheet may only sign on within two (2) hours either side of the of the first weekday shift sign-on time for the duration of that week.
  - v. Call times do not apply on weekends.

## 8. Out Station Network Route Rostering

Network route rostering may be developed as decentralisation progresses. Newly qualified Driver Level 3's may apply for positions in outstations. The development of separate rosters for Driver Level 3's at outstations may be implemented as decentralisation progresses.

## 9. Variety of Running

- Flinders Street Depot Drivers: Master Rotations shall be developed so that Drivers are rostered over all lines to maintain conversancy and accreditation, where possible.
- Flinders Street Specialised Rosters such as "E" and "Part-time" rosters: Master Rotations shall be developed so that Drivers are rostered over all lines where practical, to maintain Driver conversancy and accreditation.
- Outstation Rotations: Master Rotations shall be developed so that Drivers are rostered over all lines where practicable, to maintain Driver conversancy and accreditation



Marc Marotta  
Branch Divisional Secretary  
Locomotive Division, Victoria  
Australian Rail, Tram and bus Union

Level 6, 1 Elizabeth St  
MELBOURNE VIC 3000

16<sup>th</sup> April 2013

Dear Marc,

Further to our discussions regarding the dispute you filed with the Fair Work Commission and which was served on me on Friday 12 April 2013 I confirm our agreement to resolve the dispute on the following basis:

1. That clause 9(a) (vi) of the Metro Trains Melbourne Rail Operations Agreement 2012-2015 shall be interpreted so as not to restrict the current rostering arrangements and those which will become effective from 28 April 2013.
2. It is agreed that the wording of the clause was negotiated to prevent rostering drivers for repetitive running above what is currently permitted or rostering a driver over the same line continuously for their shift.
3. The Locomotive Division agrees to withdraw the dispute notice lodged with the Fair Work Commission. The rostering arrangements currently applied will continue.

In order to formalize this agreement please sign where indicated below:

Yours sincerely

Regards

Perry Ramsey

Head of Train Services.

Signature

Marc Marotta

Divisional Sec RTBU (LD)



(a) Development of Shifts

- i. A variety of routes is to be provided on all shifts where possible. Exceptions may apply during times of occupations and nominated special events.
- ii. Multiple runs over the same track for Newport-Williamstown, and Camberwell-Alamein shuttle services are permitted. However, no more than four (4) successive shuttle runs can be rostered without an off train break. The off train break is to be no less than fifteen (15) minutes from relief to relief.
- iii. No more than four (4) rostered (running) trips through the Underground Loop are allowed per shift.
- iv. With the exception of Standby trains, Workshop, Wash Plant, Paternity/Maternity shifts and restricted duties or return to work programs; no more than four (4) yard movements which involve preparation and/or stabling are permitted in any one rostered shift.
- v. Each shift will contain no more than one (1) down and one (1) up trip to/from each terminal location (terminal locations in this instance Lilydale, Belgrave, Pakenham, Cranbourne, Frankston, Sandringham, Werribee, Sunbury, Sydenham, Craigieburn, Upfield, South Morang and Hurstbridge). Trips to/from intermediate terminal locations are considered the equivalent of a trip to/from the terminal location on the line where the intermediate terminal is situated.
- vi. Outstation shifts are permitted to be rostered two (2) down and two (2) up trips to a single terminus of the line where the outstation is situated provided this does not include two (2) full length trips to/from Flinders Street during the nominated peak period, i.e. 0600 to 1000 and 1500 to 1900.
- vii. Multiple runs between Newport and Laverton are permitted; however, no more than two (2) successive shuttles may be rostered per shift. They may originate at Flinders Street or return to Flinders Street.
- viii. Should rosters be developed for Driver Level 2, they are exempt from the above conditions.

**10. Mileage**

- (a) Mileage distances for each shift will be indicated on each page of the roster books.
- (b) Shifts in excess of 200km will be kept to a minimum and where possible may have either side of the meal break, the greater portion of running to allow for a substantial meal break of not less than one (1) hour from relief to relief, where possible.

**11. Short Shifts**

- (a) There is no minimum number of short shifts to be applied on Master Rosters; however, the maximum numbers of short shifts are not to exceed twenty-five (25) percent of the agreed Master shifts in total.
- (b) Where drivers are rostered to work a shift without a rostered meal break, such shifts are not to exceed five (5) hours and fifty (50) minutes at Flinders Street and six (6) hours at outstations and are only to be on weekdays.
- (c) Should part or all of this "off train break" be eroded by late running then, providing that time allowances permit the Driver to be in position to perform his/her next rostered activity, no requests of the DAO are to be made to cover any remaining portion of that shift.

- (d) The 'short shift' may be extended to the full limit of eight (8) hour shifts including a meal break for the rostering of occupations and special events provided the agreed forty-eight (48) hours required notice is given.

## 12. Through Running

Through running can occur during weekday peak periods of running. Peak period is defined as 0600 to 1000 and 1500 to 1900. Through running is when a Driver may commence his journey at an outstation and reach Flinders Street and then continues on the same train to another destination. However an off train break of 15 minutes, from relief to relief, must be included. A Driver may commence at Flinders Street and drive to an outstation and run through Flinders Street and return.

## 13. Meal Locations

### (a) Agreed Meal Locations

Flinders Street/ERD  
Dandenong Station  
Broadmeadows Station  
Flemington Racecourse (excluding spring carnival)  
Craigieburn complex/station

Newport Depot  
Ringwood Station  
Epping complex/station

Cranbourne Depot  
Sunbury  
Frankston

### (b) Intended Meal Locations

Hurstbridge  
Belgrave  
Sandringham  
Eltham  
Werribee  
Pakenham  
Westall

Williamstown  
South Morang  
Watergardens  
Lilydale  
Upper Ferntree Gully  
Glen Waverley

- (c) Westall Maintenance Depot, Bayswater Maintenance Depot, Newport Maintenance Depot and Melbourne Wash Facilities are agreed meal locations for Drivers rostered for maintenance or wash requirements.
- (d) During times of Special Events, occupation or line closure, alternative locations can be utilised subject to consultation with RTBU Locomotive Division.
- (e) Other locations may be identified and developed as new timetables are proposed.
- (f) Meal Facilities must be equipped with hot and cold running water, microwave, toaster/griller, ice machine, refrigerator, table and chairs, hand washing facilities and notice board. The meal room must have heating, cooling and male and female staff toilets. The meal room capacity is governed by the seating capacity. New meal facilities are subject to installation of all of the listed items above, and must be divided from toilet and work areas.

## 14. 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 the RTBU Locomotive Division to allow review of new and/or altered Master Rosters and Rotations.

- ii. Where the number of permanent roster changes exceeds 200 per day, the roster book shall be reprinted.

(b) Daily Rosters

- i. For slip alterations to rosters, a minimum of forty-eight (48) hours notice to Drivers must be provided.
- ii. Amendments to the original roster or slip issued under the forty-eight (48) hours notification provision shall be conducted via telephone no less than twenty-four (24) hours in advance.
- 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/voice mail are 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.

(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.

**15. Continuation Training and First Aid Training Shifts**

- (a) Continuation training may be conducted at a number of outstation locations where facilities are provided.
- (b) With the exception of a Driver on an off roster day attending continuation training, First Aid or other identified training, the Driver shall be rostered as follows:
  - i. Outstation Driver - Day Shift: To be allocated on the latest day shift start on days where training is programmed.
  - ii. Outstation Drivers – Afternoon Shift: To be allocated on the earliest afternoon start on days where training is programmed.
  - iii. Depot Drivers - Dayshift: Latest day shift on days where training is programmed.
  - iv. Depot Drivers - Afternoon Shift: To be allocated on the earliest afternoon shift on days where training is programmed.

**16. Equalization 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 be 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 that 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 a maximum of overtime shifts worked is not to exceed twenty (20) hours maximum within each pay fortnight.

(b) Out-Station

- i. At out-stations for every eight (8) weeks on a 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 shifts 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 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.

(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 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 out-station overtime



For the purposes of overtime allocation at out-stations, the definition of zone shall be the next nearest out-station 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	Epping
Carrum	Frankston	Mordialloc	Sandringham
Craigieburn	Broadmeadows	Upfield	Epping
Cranbourne	Dandenong	Pakenham	Frankston
Dandenong	Westall	Pakenham	Glen Waverley
Eltham	Hurstbridge	Macleod	Epping
Epping	Broadmeadows	Upfield	Macleod
Frankston	Carrum	Mordialloc	Sandringham
Glen Waverley	Westall	Dandenong	Ringwood
Hurstbridge	Eltham	Macleod	Epping
Lilydale	Ringwood	Upper FT Gully	Belgrave
Newport	Werribee	Sydenham	Broadmeadows
Macleod	Eltham	Hurstbridge	Epping
Mordialloc	Carrum	Sandringham	Frankston
Pakenham	Dandenong	Westall	Glen Waverley
Ringwood	Lilydale	Upper FT Gully	Belgrave
Sandringham	Mordialloc	Carrum	Westall
Sydenham	Werribee	Broadmeadows	Upfield
Upfield	Broadmeadows	Epping	Sydenham
Upper FT Gully	Belgrave	Ringwood	Lilydale
Werribee	Sydenham	Broadmeadows	Upfield
Westall	Dandenong	Glen Waverley	Sandringham

## 17. Public Holidays 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.
- (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 RTBU Locomotive Division.

## 18. Swapping of Shifts

- (a) Drivers are permitted to swap on a day to day or weekly basis, or for permanent day, afternoon or night shifts. Drivers should ensure when swapping that they do not lose conversancy on route knowledge and classes of trains.
- (b) A full week swap may occur once only.
- (c) 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.
- (d) 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.

- (e) The Driver has a responsibility to remain conversant with all corridors that their depot runs over. If the roster section is required to assist, the Driver involved must give six (6) weeks' notice that they need to run over a particular track.
- (f) When a 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 Driver returns to work and resumes their rostered position. This provision excludes any rostered leave.

## **19. Swapping of Off Roster Days**

- (a) If a Driver swaps a job for an off roster then they must make a mutual swap to work a job with the Driver 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 Driver is unable to swap for an off roster and requires the day off for personal reasons, the 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 Driver shortage, the Driver requiring the day off may swap through the swap board for a day off.
- (d) Drivers swapping for off rosters and reduce their fortnightly shifts below ten (10) will forfeit the guarantee on days that they swap for off rosters.

## **20. Transfer to a new depot location**

Any Driver who transfers between depot locations will be expected to complete two (2) years of active service (driving trains) at that location before any further transfers will be accepted. A Driver may apply for a transfer to an alternate location or another roster rotation within the same depot based on seniority/experience and date of application. If a Driver 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.

## **21. Methodology for Establishing Time Allowance**

- (a) The general practice for performing time trials is as follows:
  - i. Shunts & Docks  
Where possible shunt and dock travel times (no greater than fifteen (15)kph) are achieved by driving to the furthest points in the sidings 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.
  - ii. Walking Time  
Walking times are established by means of stop watch, performed by joint representatives.

## **22. Notification of Absence and Return to Work**

- (a) Generally at least two (2) hours notice of absence must be provided, where practical to do so.
- (b) Drivers must provide details of whether sick or injured day only or sick or injured until further notice.
- (c) If a Driver notifies sick or injured day only and requires additional time off due to illness or injury, then he must notify sick or injured until further notice.

- (d) Drivers 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) Drivers 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.

### 23. Effecting Relief

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

### 24. Travelling Time Allowance

Where Drivers are required to travel by taxi or car, the time allowance to complete the journey shall be equal to the identical time identified in the Working Timetable (not via loop) 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

### 25. Train Preparations

- (a) Before a train enters daily service it will require a Main Line Preparation which will be affective for the full service periods of the train, up to 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 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
Drivers to effect relief at platform	2
Change ends 3 cars	4
Change ends 6 cars	5
Attach and/or detach cab check only	10
Drivers to effect relief	2
Main Line Service Preparation	29
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 platform 1 and 5	1

#### **Bayswater**

Walk to/from Bayswater station	5
Shunt to or from sidings	2

#### **Belgrave**

Walk to/from Sidings	2
Shunt to or from sidings	2

#### **Brighton Beach**

Walk to/from sidings upside	2
Walk to/from downside	5
Shunt to or from sidings (down direction all platform)	7

#### **Broadmeadows**

Walk 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	20
Walk to/from Tram stop 18	10
Shunt to or from sidings	5

#### **Camberwell**

Walk to/from sidings	5
Shunt to or from sidings via A siding	7
Shunt to or from sidings via Riversdale	12

#### **Craigieburn**

Walk to/from complex to platform	14
Walk to/from complex to sidings	6
Walk to/from sidings to platform	20
Shunt to or 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
Walk to/from sidings or platform to meal room in complex	11
Shunt to or from sidings	3

#### **Carrum**

Walk from/to down platform	4
Walk to/from sidings	8
Shunt to or from sidings	4

#### **Dandenong**

Walk to/from platform 3	3
Shunt to or from sidings	5
Walk to/from sidings	13

#### **Eltham**

Walk to/from sidings	3
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Shunt to or from sidings	8
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### **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 or platform to meal room in complex	11
Shunt to or from sidings	5

### **Frankston**

Walk to/from sidings	9
Shunt to or from B sidings	2
Shunt to or from other sidings	7

### **Glen Waverley**

Walk to/from sidings	4
Shunt to or from sidings	7

### **Hurstbridge**

Walk to/from sidings	4
Shunt to or from 2 or 3 sidings	8
Shunt to or from other sidings	2
Walk to up end check points and signal return	8
Secure train at platform & return to office s/working	4
Safeworking Duties	5
Lock/Unlock and operate platform quadrant lever	2

### **Lilydale**

Walk to/from sidings	7
Shunt to or from sidings	2

### **Macaulay Sidings**

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

### **Macleod**

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

### **Melbourne Yard Sidings**

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

### **Mordialloc**

Walk to/from down platform	4
Walk to/from sidings	5
Shunt to or from sidings	2

### **Newport**

Walk to/from complex	10
Walk to/from station to New sidings/Garden platform	15
Walk to/from station to Drivers Room/Training Room	23
Shunt from Platform to sidings	5
Shunt to or from Shops sidings / Altona Sidings	7
Shunt to or from Altona sidings and platform	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 or from sidings	7

**North Melbourne Sidings**

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

**Pakenham**

Walk to/from sidings	9
Shunt to or from sidings up end	9
Shunt to or from sidings down end	12

**Racecourse**

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

**Ringwood**

Walk to/from island platform	4
Walk to/from sidings	14
Shunt to or from sidings	5

**Sandringham**

Walk to/from sidings	3
Shunt to or from sidings	9

**St Albans**

Walk to/from relieve/relief at platform	2
Walk to/from sidings	4
Walk to/from up platform	4
Shunt to or from sidings	2

**Watergardens**

Walk to/from platforms 2/3	3
Walk to/from sidings	10
Shunt to or from sidings	3

**Upfield**

Walk to/from sidings	10
Shunt to or from sidings	2

**Upper Ferntree Gully**

Walk to/from sidings	5
Shunt to or from sidings	7

**Werribee**

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

**Westall**

Walk to/from relieve/relief at platform	15
Walk to/from sidings	5
Shunt to or from sidings	2
Shunt to or from sidings via Springvale	9

**26. Reports**

- (a) Reports must be provided whenever necessary regarding delays to train services and other operational incidences.
- (b) 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.

**27. Operation of X'Trapolis Fleet**

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

## **28. Office Bearers**

Federal and State office bearers of the RTBU Locomotive Division will be granted leave without pay to attend meetings. Application for leave must be submitted four (4) weeks in advance and will be subject to service requirements.

## **29. Travelling on the Metro System**

Whilst travelling, Drivers are required to use non-driving cabs unless otherwise instructed, or rostered to travel in lead cabs to affect a relief. This will be reflected in the roster books for both the travelling and the relieved Driver.

## **30. Counselling and Disciplinary Procedure**

### **(a) Procedure**

- i. Depending on the nature of the complaint, Metro may:
  - Conduct an investigation;
  - Dismiss the complaint without conducting an investigation; or
  - Counsel or speak informally with the complainant.
- ii. If Metro investigates a complaint the Driver will be notified in writing:
  - That the complaint has been received;
  - Of the nature of the complaint, the allegations made and the relevant details which were provided in support of the complaint;
  - When, where and how it is proposed that the investigation will proceed including the date of a meeting with the Company; and
  - That the investigation may result in disciplinary action, including termination at a later date.

### **(b) Notification**

- i. The Driver 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.
- ii. The Driver will have at least three (3) working days on receipt of the Company's notification and any scheduled formal meeting. The Driver may arrange for a support person/representative to attend the meeting if they wish to.

### **(c) Suspension or transfer to alternate role**

- i. The Company may elect to:
  - Suspend the Driver from normal duties;
  - Transfer the Driver to alternative duties; or
  - Transfer the Driver to an alternative Metro location;

if the Company considers it is appropriate, having regard to the nature of the complaint.
- ii. The Company will advise the Driver in writing of suspension or transfer and the period over which it extends.

- iii. The Driver will continue to receive the same salary as per their ordinary role for this period of suspension or transfer.

(d) Meeting

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

(e) Disciplinary Action

- i. 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.

- *Counselling or Additional Training*

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

- *Warning*

The Company may give the Driver 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.

- *Termination*

The Company may terminate the Driver's employment if:

- The Driver has already received a prior warning or warnings in relation to unacceptable behaviour or conduct; or
- The Driver's behaviour or misconduct is serious.

The Company will meet with the Driver if a determination is made to terminate the Driver and the advice will be given to the Driver a minimum three (3) days after the meeting.



**SCHEDULE A - WAGES**

Pay	Pay Code	Current	Jul-12	Jan-13	Jul-13	Jan-14	Jul-14	Jan-15	Jul-15
			1%	1%	2%	2%	3%	4%	5%
Code	Description	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual
Authorized Officer									
FAD	C.S.E LVL. 1 DIV.1 (RO)	\$24.0114	\$47,608	\$24.2515	\$48,084	\$24.4940	\$48,565	\$24.9839	\$49,537
FAF	C.S.E LVL. 1 DIV.2 (RO)	\$25.3523	\$50,267	\$25.6059	\$50,770	\$25.8619	\$51,278	\$26.3792	\$52,303
FAH	C.S.E LVL. 1 DIV.3 (RO)	\$26.6887	\$52,917	\$26.9556	\$53,446	\$27.2251	\$53,980	\$27.7696	\$55,006
FAB	C.S.E LEVEL 2 (RO)	\$29.3558	\$58,205	\$29.6493	\$58,787	\$29.9458	\$59,375	\$30.5447	\$60,562
SGO	AUTH OFFICER 3	\$31.7169	\$62,886	\$32.0340	\$63,515	\$32.3544	\$64,150	\$33.0015	\$65,433
SGN	CREW LEADER	\$33.0709	\$65,571	\$33.4015	\$66,227	\$33.7355	\$66,889	\$34.4103	\$68,227
SGP	TEAM LEADER	\$39.2279	\$77,779	\$39.6202	\$78,557	\$40.0164	\$79,342	\$40.8167	\$80,929
Train Driver									
BHJ	PRINCIPAL DRIVER METRO (REF RATE)	\$49.0317	\$97,217	\$49.5220	\$98,190	\$50.0172	\$99,171	\$51.0178	\$101,155
FCB	LOCO DVR ONLY L5 VLINE	\$37.0856	\$73,531	\$37.4565	\$74,267	\$37.8310	\$75,009	\$38.5877	\$76,510
FCC	DRIVER LEVEL 4 (SPOT)	\$39.7433	\$78,801	\$40.1408	\$79,589	\$40.5422	\$80,385	\$41.3530	\$81,992
FCF	LOCO TNEE N/START (L2)	\$20.6594	\$40,962	\$20.8660	\$41,372	\$21.0747	\$41,786	\$21.4961	\$42,621
FCG	LOCO TNEE QUAL ST2(L2)	\$23.1095	\$46,820	\$23.3406	\$46,429	\$23.5740	\$46,741	\$24.0455	\$47,678
FCD	LOCO TNEE 12MTHS (L3)	\$26.9758	\$53,486	\$27.2455	\$54,021	\$27.5180	\$54,561	\$28.0684	\$55,652
FCN	DRIVER LEVEL 1 (TRAINEE)	\$23.1095	\$45,820	\$23.3406	\$46,278	\$23.5740	\$46,741	\$24.0455	\$47,676
FCO	DRIVER LEVEL 2 (RESTRICTED)	\$26.9758	\$53,486	\$27.2456	\$54,021	\$27.5180	\$54,561	\$28.0684	\$55,652
FCP	DRIVER LEVEL 3	\$32.5895	\$64,617	\$32.9154	\$65,263	\$33.2445	\$65,915	\$33.9094	\$67,234
Metrol									
FGH	TRAIN CONTROLLER 1	\$44.6883	\$88,605	\$45.1351	\$89,491	\$45.5865	\$90,386	\$46.4982	\$92,194
FGI	TRAIN CONTROLLER 2	\$43.4651	\$86,180	\$43.8998	\$87,042	\$44.3388	\$87,912	\$45.2255	\$89,671
FGJ	TRAIN CONTROLLER 3	\$42.2394	\$83,750	\$42.6618	\$84,587	\$43.0884	\$85,433	\$43.9502	\$87,142
FGK	TRAIN CONTROLLER 4 CRTL	\$41.0103	\$81,313	\$41.4204	\$82,126	\$41.8346	\$82,947	\$42.6713	\$84,606
FGL	TRAIN CONTROLLER 4 MTRL	\$41.0342	\$81,360	\$41.4446	\$82,174	\$41.8590	\$82,996	\$42.6962	\$84,656
SAS	METROL PIDS OPERATOR DIV1	\$32.2027	\$63,850	\$32.5248	\$64,488	\$32.8500	\$65,133	\$33.5070	\$66,436
SAT	METROL PIDS OPERATOR DIV2	\$32.9665	\$65,404	\$33.3164	\$66,058	\$33.6495	\$66,718	\$34.3225	\$68,053
Professional Engineer									
PMD	PROF.ENG.NON-GRAD.C1.Y1	\$28.9882	\$57,478	\$29.2781	\$58,051	\$29.5708	\$58,631	\$30.1623	\$59,804
PLM	PROF.ENG.NON-GRAD.C1.A1	\$30.1565	\$59,793	\$30.4581	\$60,391	\$30.7626	\$60,994	\$31.3779	\$62,214
PMA	PROF.ENG.NON-GRAD.C1.A2	\$31.8356	\$63,320	\$32.2549	\$63,953	\$32.5775	\$64,593	\$33.2290	\$65,885
PMB	PROF.ENG.NON-GRAD.C1.A3	\$34.0259	\$67,465	\$34.3661	\$68,139	\$34.7098	\$68,821	\$35.4040	\$70,197
PMC	PROF.ENG.NON-GRAD.C1.A4	\$36.4264	\$72,224	\$36.7906	\$72,946	\$37.1586	\$73,676	\$37.9017	\$75,149
PLL	PROF.ENG.GRADUATE.C1.Y1	\$30.1565	\$59,793	\$30.4581	\$60,391	\$30.7626	\$60,994	\$31.3779	\$62,214
PLI	PROF.ENG.GRADUATE.C1.A1	\$31.8356	\$63,320	\$32.2549	\$63,953	\$32.5775	\$64,593	\$33.2290	\$65,885
PLJ	PROF.ENG.GRADUATE.C1.A2	\$34.0259	\$67,465	\$34.3661	\$68,139	\$34.7098	\$68,821	\$35.4040	\$70,197
PLK	PROF.ENG.GRADUATE.C1.A3	\$36.4264	\$72,224	\$36.7906	\$72,946	\$37.1586	\$73,676	\$37.9017	\$75,149
PLH	PROF.ENG.EXPERIENCED.C1	\$38.8337	\$76,997	\$39.2221	\$77,767	\$39.6143	\$78,545	\$40.4068	\$80,116
PME	PROF.ENGINEER C2.YR 1	\$41.0804	\$81,452	\$41.4912	\$82,266	\$41.9061	\$83,089	\$42.7442	\$84,751
PMF	PROF.ENGINEER C2.YR 2	\$42.4594	\$84,186	\$42.8840	\$85,028	\$43.3128	\$85,878	\$44.1791	\$87,596
PMG	PROF.ENGINEER C2.YR 3	\$43.8402	\$86,924	\$44.2786	\$87,793	\$44.7214	\$88,671	\$45.6159	\$90,445
PMH	PROF.ENGINEER C2.YR 4	\$45.2228	\$89,665	\$45.6751	\$90,562	\$46.1318	\$91,468	\$47.0545	\$93,297
PMI	PROF.ENGINEER C3.YR 1	\$47.5553	\$94,290	\$48.0308	\$95,233	\$48.5111	\$96,185	\$49.4814	\$99,109
PMJ	PROF.ENGINEER C3.YR 2	\$49.1815	\$97,514	\$49.6733	\$98,490	\$50.1701	\$99,474	\$51.1735	\$101,464
PMK	PROF.ENGINEER C3.YR 3	\$50.8095	\$100,742	\$51.3178	\$101,750	\$51.8308	\$102,767	\$52.8874	\$104,823
PMM	PROF.ENGINEER C3.YR 4	\$52.4371	\$103,989	\$52.9615	\$105,009	\$53.4911	\$106,059	\$54.5809	\$108,180
PNC	PROF.ENGINEER C4.YR 1	\$54.8057	\$108,666	\$55.3538	\$109,752	\$55.9073	\$110,850	\$57.0255	\$113,067
PND	PROF.ENGINEER C4.YR 2	\$56.4925	\$112,010	\$57.0574	\$113,130	\$57.6280	\$114,262	\$58.7808	\$116,547
PNF	PROF.ENGINEER C4.YR 3	\$58.1704	\$115,337	\$58.7521	\$116,490	\$59.3366	\$117,655	\$60.5264	\$120,008
PNJ	PROF.ENGINEER C5.YR 1	\$60.6426	\$120,239	\$61.2491	\$121,441	\$61.8616	\$122,656	\$63.0988	\$125,109
PNM	PROF.ENGINEER C5.YR 2	\$62.4133	\$123,750	\$63.0374	\$124,987	\$63.6678	\$126,237	\$64.9411	\$128,762
POB	PROF.ENGINEER C5.YR 3	\$64.1841	\$127,261	\$64.8259	\$128,533	\$65.4742	\$129,819	\$66.7837	\$132,415
Administration									
SAF	CLERKCLASS 1 DIV.1.	\$25.3369	\$50,237	\$25.5903	\$50,739	\$25.8462	\$51,246	\$26.3631	\$52,271
SAG	CLERKCLASS 1 DIV.2.	\$26.3469	\$52,243	\$26.6124	\$52,766	\$26.8785	\$53,293	\$27.4161	\$54,359
SAH	CLERKCLASS 1 DIV.3.	\$27.3644	\$54,257	\$27.6380	\$54,799	\$27.9144	\$55,347	\$28.4727	\$56,454
SAI	CLERKCLASS 1 DIV.4.	\$28.3740	\$56,259	\$28.6578	\$56,821	\$28.9444	\$57,389	\$29.5233	\$58,537
SAJ	CLERKCLASS 1 DIV.5.	\$29.0731	\$57,644	\$29.3638	\$58,221	\$29.6574	\$58,803	\$30.2506	\$59,979
SAL	CLERKCLASS 2 DIV.1.	\$29.8851	\$59,215	\$30.1637	\$59,807	\$30.4654	\$60,405	\$31.0747	\$61,613
SAM	CLERKCLASS 2 DIV.2.	\$30.6122	\$60,696	\$30.9183	\$61,303	\$31.2275	\$61,916	\$31.8521	\$63,155
SBA	CLERKCLASS 3 DIV.1.	\$31.5716	\$62,598	\$31.8873	\$63,224	\$32.2061	\$63,857	\$32.8503	\$65,134
SBC	CLERKCLASS 3 DIV.2.	\$32.3398	\$64,122	\$32.6632	\$64,763	\$32.9898	\$65,410	\$33.6496	\$66,719
SBD	CLERKCLASS 4 DIV.1.	\$33.3519	\$66,128	\$33.6854	\$66,790	\$34.0223	\$67,458	\$34.7027	\$68,807
SBE	CLERKCLASS 4 DIV.2.	\$34.1401	\$67,691	\$34.4815	\$68,368	\$34.8263	\$69,052	\$35.5228	\$70,433
SBG	CLERKCLASS 5 DIV.1.	\$35.2713	\$69,934	\$35.6240	\$70,633	\$35.9802	\$71,340	\$36.6999	\$72,766
SBH	CLERKCLASS 5 DIV.2.	\$36.0597	\$71,497	\$36.4203	\$72,212	\$36.7845	\$72,934	\$37.5202	\$74,393
SBK	CLERKCLASS 6 DIV.1.	\$37.1928	\$73,744	\$37.5647	\$74,481	\$37.9403	\$75,226	\$38.6992	\$76,731
SCA	CLERKCLASS 6 DIV.2.	\$37.9803	\$75,305	\$38.3601	\$76,058	\$38.7437	\$76,819	\$39.5185	\$78,355
Miscellaneous/Supervision									
SEC	FOREMAN SUPV. C1.D1	\$27.3113	\$54,151	\$27.5844	\$54,693	\$27.8602	\$55,240	\$28.4174	\$56,345
SED	FOREMAN SUPV. C1.D2	\$27.9453	\$55,408	\$28.2248	\$55,963	\$28.5070	\$56,522	\$29.0772	\$57,653
SEE	FOREMAN SUPV. C2.D1	\$28.6938	\$56,892	\$28.9807	\$57,461	\$29.2705	\$58,036	\$29.8559	\$59,197
SEF	FOREMAN SUPV. C2.D2	\$29.3322	\$58,158	\$29.6256	\$58,740	\$29.9218	\$59,327	\$30.5202	\$60,514
SEH	FOREMAN SUPV. C3.D1	\$30.0801	\$59,641	\$30.3809	\$60,238	\$30.6847	\$60,840	\$31.2984	\$62,057
SEI	FOREMAN SUPV. C3.D2	\$30.7213	\$60,913	\$31.0285	\$61,522	\$31.3388	\$62,137	\$31.9656	\$63,380
SEJ	FOREMAN SUPV. C4.D1	\$31.4650	\$62,387	\$31.7796	\$63,011	\$32.0974	\$63,641	\$32.7394	\$64,914
SEK	FOREMAN SUPV. C4.D2	\$32.1188	\$63,683	\$32.4400	\$64,320	\$32.7644	\$64,963	\$33.4197	\$66,263
SEL	FOREMAN SUPV. C5.D1	\$32.9027	\$65,238	\$33.2317	\$65,890	\$33.5640	\$66,549	\$34.2353	\$67,890
SEM	FOREMAN SUPV. C5.D2	\$33.5797	\$66,580	\$33.9155	\$67,246	\$34.2546	\$67,918	\$34.9397	\$69,277
SFA	FOREMAN SUPV. C6.D1	\$34.3661	\$68,139	\$34.7098	\$68,821	\$35.0569	\$69,509	\$35.7580	\$70,899
SFC	FOREMAN SUPV. C6.D2	\$35.0507	\$69,497	\$35.4012	\$70,192	\$35.7553	\$70,894	\$36.4704	\$72,311
SFD	FOREMAN SUPV. C6.D2	\$35.0507	\$69,497	\$35.4012	\$70,192	\$35.7553	\$70,894	\$36.4704	\$72,311
SFE	FOREMAN SUPV. C7.D1	\$35.8373	\$71,056	\$36.1957	\$71,767	\$36.5576	\$72,484	\$37.2888	\$73,934
SFF	FOREMAN SUPV. C7.D2	\$36.5173	\$72,404	\$36.8825	\$73,129	\$37.2513	\$73,860	\$37.9963	\$75,337
SFH	FOREMAN SUPV. C8.D1	\$37.3076	\$73,971	\$37.6806	\$74,711	\$38.0575	\$75,458	\$38.8186	\$76,967
SFI	FOREMAN SUPV. C8.D2	\$37.9803	\$75,305	\$38.3601	\$76,058	\$38.7437	\$76,819	\$39.5185	\$78,355
SFK	MISCELLANEOUS C1.D1	\$25.1771	\$49,920	\$25.4289	\$50,419	\$25.6832	\$50,923	\$26.1968	\$51,942
SFL	MISCELLANEOUS C1.D2	\$25.8244	\$51,203	\$26.0827	\$51,715	\$26.3435	\$52,232	\$26.8704	\$53,277
SGA	MISCELLANEOUS C2.D1	\$26.5645	\$52,671	\$26.8301	\$53,197	\$27.0984	\$53,729	\$27.6404	\$54,804
SGB	MISCELLANEOUS C2.D2	\$27.2054	\$53,941	\$27.4774	\$54,481	\$27.7522	\$55,028	\$28.3073	\$56,128
SGC	MISCELLANEOUS C3.D1	\$27.9444	\$55,407	\$28.2239	\$55,961	\$28.5081	\$56,520	\$29.0782	\$57,651
SGD	MISCELLANEOUS C3.D2	\$28.5893	\$56,685	\$28.8752	\$57,252	\$29.1639	\$57,825	\$29.7472	\$58,981
SGE	MISCELLANEOUS C4.D1	\$29.3322	\$58,158	\$29.6256	\$58,740	\$29.9218	\$59,327	\$30.5202	\$60,514
SGG	MISCELLANEOUS C4.D2	\$29.9696	\$59,422	\$30.2693	\$60,016	\$30.5719	\$60,616	\$31.1834	\$61,829
SGJ	MISCELLANEOUS C5.D1	\$30.7213	\$60,913	\$31.0285	\$61,522	\$31.3388	\$62,137	\$31.9656	\$63,380

SGK	MISCELLANEOUS C5.D2	\$31,3552	\$82,169	\$31,6687	\$62,791	\$31,9854	\$63,419	\$32,6251	\$64,687	\$33,2776	\$65,981	\$34,2760	\$67,960	\$35,6470	\$70,679
SGL	MISCELLANEOUS C6.D1	\$32,1181	\$83,682	\$32,4393	\$64,319	\$32,7637	\$64,962	\$33,4189	\$66,261	\$34,0873	\$67,586	\$35,1099	\$69,614	\$36,5143	\$72,399
SGM	MISCELLANEOUS C6.D2	\$32,7888	\$85,012	\$33,1167	\$65,662	\$33,4479	\$66,319	\$34,1166	\$67,645	\$34,7992	\$68,999	\$35,8431	\$71,068	\$37,2769	\$73,910
SHA	MISCELLANEOUS C7.D1	\$33,5797	\$86,580	\$33,9155	\$67,246	\$34,2546	\$67,818	\$34,9397	\$69,277	\$35,6385	\$70,662	\$36,7076	\$72,782	\$38,1780	\$75,693
SHB	MISCELLANEOUS C7.D2	\$34,3661	\$88,139	\$34,7098	\$68,821	\$35,0569	\$69,509	\$35,7580	\$70,899	\$36,4732	\$72,317	\$37,5674	\$74,486	\$39,0700	\$77,466
SHC	MISCELLANEOUS C8.D1	\$35,1595	\$89,712	\$35,5111	\$70,409	\$35,8662	\$71,114	\$36,5835	\$72,536	\$37,3152	\$73,987	\$38,4347	\$76,206	\$39,6721	\$79,254
SHD	MISCELLANEOUS C8.D2	\$35,9507	\$91,281	\$36,3102	\$71,994	\$36,6733	\$72,714	\$37,4068	\$74,168	\$38,1549	\$75,651	\$39,2998	\$77,921	\$40,8716	\$81,038
Senior Officer															
SHJ	SENIOR OFFICER DIV.01	\$39,2279	\$77,779	\$39,6202	\$78,557	\$40,0164	\$79,342	\$40,8167	\$80,929	\$41,6330	\$82,548	\$42,8820	\$85,024	\$44,5973	\$88,425
SHL	SENIOR OFFICER DIV.02	\$40,4727	\$80,247	\$40,8775	\$81,050	\$41,2862	\$81,860	\$42,1120	\$83,497	\$42,9542	\$85,167	\$44,2428	\$87,722	\$46,0125	\$91,231
SIA	SENIOR OFFICER DIV.03	\$41,7161	\$82,712	\$42,1332	\$83,539	\$42,9546	\$84,375	\$43,4056	\$86,062	\$44,2738	\$87,794	\$45,6020	\$90,417	\$47,4261	\$94,034
SID	SENIOR OFFICER DIV.04	\$42,9552	\$85,169	\$43,3848	\$86,021	\$43,8186	\$86,861	\$44,6950	\$88,619	\$45,5889	\$90,391	\$46,9566	\$93,103	\$48,8348	\$96,827
SIF	SENIOR OFFICER DIV.05	\$44,1955	\$87,628	\$44,6375	\$88,505	\$45,0839	\$89,390	\$45,9856	\$91,178	\$46,9053	\$93,001	\$48,3124	\$95,791	\$50,2449	\$99,623
SIH	SENIOR OFFICER DIV.06	\$45,4380	\$90,092	\$45,8923	\$90,993	\$46,3513	\$91,903	\$47,2783	\$93,741	\$48,2238	\$95,616	\$49,6706	\$98,484	\$51,6574	\$102,423
SII	SENIOR OFFICER DIV.07	\$46,6863	\$92,567	\$47,1531	\$93,493	\$47,6247	\$94,428	\$48,5772	\$96,316	\$49,5487	\$98,242	\$51,0352	\$101,190	\$53,0766	\$105,237
SIK	SENIOR OFFICER DIV.08	\$47,9260	\$95,025	\$48,4053	\$95,975	\$48,8893	\$96,935	\$49,8671	\$98,874	\$50,8645	\$100,851	\$52,3904	\$103,877	\$54,4880	\$108,032
SIM	SENIOR OFFICER DIV.09	\$49,1680	\$97,488	\$49,6596	\$98,462	\$50,1562	\$99,447	\$51,1694	\$101,438	\$52,1825	\$103,465	\$53,7480	\$106,569	\$55,8979	\$110,831
SJC	SENIOR OFFICER DIV.10	\$50,4127	\$99,955	\$50,9168	\$100,955	\$51,4260	\$101,965	\$52,4545	\$104,004	\$53,5036	\$106,084	\$55,1087	\$109,268	\$57,3130	\$113,637
SJF	SENIOR OFFICER DIV.11	\$51,6533	\$102,415	\$52,1699	\$103,440	\$52,8916	\$104,474	\$53,7454	\$106,563	\$54,8203	\$108,695	\$56,4649	\$111,958	\$58,7235	\$116,434
SJH	SENIOR OFFICER DIV.12	\$52,8930	\$104,873	\$53,4219	\$105,922	\$53,9581	\$106,981	\$56,0352	\$109,121	\$56,1359	\$111,303	\$57,8200	\$114,642	\$60,1328	\$119,228
SJK	SENIOR OFFICER DIV.13	\$54,1430	\$107,352	\$54,8845	\$108,425	\$55,2313	\$109,510	\$56,3359	\$111,700	\$57,4827	\$113,934	\$59,1868	\$117,352	\$61,5540	\$122,046
SJM	SENIOR OFFICER DIV.14	\$55,3885	\$109,817	\$55,9403	\$110,915	\$56,4968	\$112,025	\$57,6297	\$114,265	\$58,7823	\$116,550	\$60,5458	\$120,047	\$62,9676	\$124,849
SKB	SENIOR OFFICER DIV.15	\$56,6248	\$112,273	\$57,1911	\$113,395	\$57,7630	\$114,529	\$58,9182	\$116,820	\$60,0966	\$119,156	\$61,8995	\$122,731	\$64,3755	\$127,640
SKD	SENIOR OFFICER DIV.16	\$57,8661	\$114,734	\$58,4447	\$115,881	\$59,0292	\$117,040	\$60,2098	\$119,381	\$61,4140	\$121,768	\$63,2564	\$125,421	\$65,7866	\$130,438
SKF	SENIOR OFFICER DIV.17	\$59,1080	\$117,196	\$59,8991	\$118,368	\$60,2961	\$119,552	\$61,5020	\$121,943	\$62,7321	\$124,382	\$64,6140	\$128,113	\$67,1986	\$133,238
SKI	SENIOR OFFICER DIV.18	\$60,3527	\$119,684	\$60,9563	\$120,861	\$61,5658	\$122,089	\$62,7972	\$124,511	\$64,0531	\$127,001	\$65,9747	\$130,510	\$68,6137	\$136,043
SKL	SENIOR OFFICER DIV.19	\$61,5982	\$122,133	\$62,2142	\$123,355	\$62,8363	\$124,586	\$64,0930	\$127,080	\$65,3749	\$129,622	\$67,3361	\$133,510	\$70,0296	\$138,851
SLA	SENIOR OFFICER DIV.20	\$62,8487	\$124,613	\$63,4772	\$125,899	\$64,1120	\$127,118	\$65,3942	\$129,660	\$66,7021	\$132,253	\$68,7031	\$136,221	\$71,4513	\$141,707
Station Officer															
SLE	STATION OFFICER C1.D1	\$26,4598	\$52,463	\$26,7244	\$52,888	\$26,9916	\$53,517	\$27,5314	\$54,588	\$28,0821	\$55,680	\$28,9245	\$57,350	\$30,0815	\$59,644
SLF	STATION OFFICER C1.D2	\$28,9830	\$53,500	\$27,2528	\$54,035	\$27,5253	\$54,576	\$28,0758	\$55,667	\$28,6374	\$56,761	\$29,4965	\$58,484	\$30,6763	\$60,823
SLG	STATION OFFICER C2.D1	\$27,5034	\$54,532	\$27,7784	\$55,078	\$28,0582	\$55,628	\$28,6174	\$56,741	\$29,1897	\$57,876	\$30,0654	\$59,612	\$31,2680	\$61,996
SLH	STATION OFFICER C2.D2	\$28,0193	\$55,555	\$28,2995	\$56,111	\$28,5825	\$56,672	\$29,1542	\$57,805	\$29,7372	\$58,981	\$30,6294	\$60,730	\$31,8545	\$63,159
SLI	STATION OFFICER C3.D1	\$28,8380	\$57,178	\$29,1264	\$57,760	\$29,4177	\$58,328	\$30,0060	\$59,494	\$30,6081	\$60,684	\$31,5243	\$62,505	\$32,7853	\$65,005
SLJ	STATION OFFICER C3.D2	\$29,4748	\$58,441	\$29,7595	\$59,025	\$30,0672	\$59,616	\$30,6885	\$60,808	\$31,2819	\$62,024	\$32,2204	\$63,885	\$33,5092	\$66,440
Station Master															
SLK	STATIONMASTER C4.D1	\$30,5734	\$60,819	\$30,8791	\$61,225	\$31,1879	\$61,838	\$31,8116	\$63,074	\$32,4479	\$64,336	\$33,4213	\$66,266	\$34,7582	\$68,917
SLM	STATIONMASTER C4.D2	\$31,4016	\$62,261	\$31,7156	\$62,884	\$32,0327	\$63,513	\$32,6734	\$64,783	\$33,3269	\$66,079	\$34,3267	\$68,061	\$35,6997	\$70,783
SLN	STATIONMASTER C5.D1	\$32,0028	\$63,453	\$32,3228	\$64,068	\$32,6461	\$64,729	\$33,2990	\$66,023	\$33,9650	\$67,344	\$34,9839	\$69,364	\$36,3833	\$72,139
SMA	STATIONMASTER C5.D2	\$32,4885	\$64,416	\$32,8133	\$65,061	\$33,1415	\$65,711	\$33,8043	\$67,025	\$34,4804	\$68,366	\$35,5148	\$70,417	\$36,9354	\$73,233
SMB	STATIONMASTER C6.D1	\$33,2882	\$66,002	\$33,6211	\$66,662	\$33,9573	\$67,329	\$34,6365	\$68,675	\$35,3292	\$70,049	\$36,3891	\$72,150	\$37,8447	\$75,036
SMC	STATIONMASTER C6.D2	\$33,8924	\$67,200	\$34,2313	\$67,872	\$34,5736	\$68,551	\$35,2651	\$69,922	\$35,9704	\$71,320	\$37,0495	\$73,460	\$38,5315	\$76,398
SMD	STATIONMASTER C7.D1	\$34,7956	\$68,991	\$35,1436	\$69,681	\$35,4950	\$70,378	\$36,2049	\$71,785	\$36,9290	\$73,221	\$38,0369	\$75,417	\$39,5584	\$78,434
SME	STATIONMASTER C7.D2	\$35,7900	\$70,962	\$36,1479	\$71,672	\$36,5094	\$72,389	\$37,2396	\$73,837	\$37,9843	\$75,313	\$39,1239	\$77,573	\$40,6888	\$80,676
SMF	STATIONMASTER C8.D1	\$36,8929	\$73,149	\$37,2618	\$73,881	\$37,6344	\$74,820	\$38,3871	\$76,112	\$39,1549	\$77,634	\$40,3295	\$79,963	\$41,9427	\$83,162
SMG	STATIONMASTER C8.D2	\$37,9803	\$75,305	\$38,3601	\$76,058	\$38,7437	\$76,819	\$39,5185	\$78,355	\$40,3089	\$79,922	\$41,5182	\$82,320	\$43,1789	\$85,613
Barrier Staff & Station Hosts															
SNA	STATION ASSISTANT CLASS 3 YR 1	\$21,9361	\$43,494	\$22,1555	\$43,929	\$22,3770	\$44,368	\$22,8246	\$45,255	\$23,2811	\$46,160	\$23,9795	\$47,545	\$24,9387	\$49,447
SNB	STATION ASSISTANT CLASS 3 YR 2	\$22,1592	\$43,936	\$22,3808	\$44,375	\$22,6048	\$44,819	\$23,0667	\$45,716	\$23,5179	\$46,630	\$24,2234	\$48,029	\$25,1923	\$49,950
SNC	STATION ASSISTANT CLASS 3 YR 3	\$22,3912	\$44,366	\$22,6151	\$44,840	\$22,8412	\$45,288	\$23,2880	\$46,194	\$23,7840	\$47,118	\$24,4769	\$48,531	\$25,4560	\$50,473
SND	STN ASSISTANT CL 3 12THS YR 1	\$22,1446	\$43,907	\$22,3661	\$44,346	\$22,5897	\$44,790	\$23,0415	\$45,686	\$23,5024	\$46,599	\$24,2074	\$47,997	\$25,1757	\$49,917
SNE	STN ASSISTANT CL 3 12THS YR 2	\$22,3677	\$44,350	\$22,5914	\$44,793	\$22,8173	\$45,241	\$23,2737	\$46,148	\$23,7391	\$47,069	\$24,4513	\$48,481	\$25,4294	\$50,420
SNF	STN ASSISTANT CL 3 12THS YR 3	\$22,5997	\$44,809	\$22,8256	\$45,257	\$23,0539	\$45,710	\$23,5150	\$46,624	\$23,9853	\$47,557	\$24,7048	\$48,983	\$25,6930	\$50,943
SNH	STATION ASSISTANT CLASS 2 YR 1	\$22,4810	\$44,574	\$22,7058	\$45,020	\$22,9329	\$45,470	\$23,3915	\$46,379	\$23,8594	\$47,307	\$24,5752	\$48,728	\$25,5582	\$50,875
SNH	STATION ASSISTANT CLASS 2 YR 2	\$22,7041	\$45,017	\$22,9312	\$45,467	\$23,1605	\$45,921	\$23,6237	\$46,840	\$24,0962	\$47,777	\$24,8191	\$49,210	\$25,6118	\$51,178
SNH	STATION ASSISTANT CLASS 2 YR 3	\$22,9361	\$45,476	\$23,1654	\$45,931	\$23,3917	\$46,390	\$23,8650	\$47,318	\$24,3423	\$48,265	\$25,0726	\$49,713	\$26,0755	\$51,701
SNJ	STATION ASSISTANT CLASS 1 YR 1	\$22,8555	\$45,317	\$23,0840	\$45,770	\$23,3149	\$46,227	\$23,7812	\$47,152	\$24,2568	\$48,095	\$24,9845	\$49,538	\$25,9839	\$51,519
SNK	STATION ASSISTANT CLASS 1 YR 2	\$23,0786	\$45,759	\$23,3094											

## SCHEDULE B - ALLOWANCES

Pay Code	Pay Code	Hourly Rates						
Code	Description	Current	Jul-12	Jan-13	Jul-13	Jan-14	Jul-14	Jan-15
A008	SPCL.PYMT 2 1ST YR	\$4.0979	\$4.1389	\$4.1803	\$4.2639	\$4.3492	\$4.4797	\$4.6589
A009	SPCL.PYMT 2 2ND YR	\$2.8140	\$2.8422	\$2.8706	\$2.9280	\$2.9866	\$3.0762	\$3.1992
A010	SPCL.PYMT 2 3RD YR	\$3.2691	\$3.3017	\$3.3348	\$3.4015	\$3.4695	\$3.5736	\$3.7165
A018	SPCL.PYMT 1 1ST YR	\$3.5156	\$3.5507	\$3.5863	\$3.6580	\$3.7311	\$3.8431	\$3.9968
A014	SPCL.PYMT 1 2ND YR	\$3.7807	\$3.8185	\$3.8567	\$3.9338	\$4.0125	\$4.1329	\$4.2982
A019	SPCL.PYMT 1 3RD YR	\$4.0979	\$4.1389	\$4.1803	\$4.2639	\$4.3492	\$4.4797	\$4.6589
A039	LOCO.DRV.SPCL.CLASS	\$0.3675	\$0.3712	\$0.3749	\$0.3824	\$0.3900	\$0.4017	\$0.4178
A040	INST C'ROOM/SIMTR (MET)	\$7.8220	\$7.9003	\$7.9793	\$8.1388	\$8.3016	\$8.5507	\$8.8927
A041	ON THE JOB TRAIN. (MET)	\$2.4054	\$2.4294	\$2.4537	\$2.5028	\$2.5529	\$2.6294	\$2.7346
A057	ON JOB TRN METRO.ALLCE	\$7.8220	\$7.9003	\$7.9793	\$8.1388	\$8.3016	\$8.5507	\$8.8927
A223	Disruption to Work	\$0.6592	\$0.6658	\$0.6725	\$0.6859	\$0.6997	\$0.7206	\$0.7495
A280	Early Morning Shift - Loco	\$2.6150	\$2.6412	\$2.6676	\$2.7210	\$2.7754	\$2.8586	\$2.9730
A281	Afternoon Shift - Loco	\$2.6150	\$2.6412	\$2.6676	\$2.7210	\$2.7754	\$2.8586	\$2.9730
A282	Night Shift - Loco	\$3.0737	\$3.1044	\$3.1354	\$3.1982	\$3.2621	\$3.3600	\$3.4944
A283	1:01 To 3:59 - Loco	\$3.0737	\$3.1044	\$3.1354	\$3.1982	\$3.2621	\$3.3600	\$3.4944
A285	Early Morning Shift - Sal	\$2.7068	\$2.7338	\$2.7612	\$2.8164	\$2.8727	\$2.9589	\$3.0773
A286	Afternoon Shift - Sal	\$2.7068	\$2.7338	\$2.7612	\$2.8164	\$2.8727	\$2.9589	\$3.0773
A287	Night Shift - Sal	\$3.1655	\$3.1972	\$3.2291	\$3.2937	\$3.3596	\$3.4604	\$3.5988
A288	1:01 to 3:59 - Sal	\$3.1655	\$3.1972	\$3.2291	\$3.2937	\$3.3596	\$3.4604	\$3.5988
A290	Early Morning Shift - TPW	\$2.6911	\$2.7180	\$2.7452	\$2.8001	\$2.8561	\$2.9418	\$3.0595
A291	Afternoon Shift - TPW	\$2.6911	\$2.7180	\$2.7452	\$2.8001	\$2.8561	\$2.9418	\$3.0595
A292	Night Shift - TPW	\$3.1348	\$3.1661	\$3.1978	\$3.2617	\$3.3270	\$3.4268	\$3.5639
A293	1:01 to 3:59 - TPW	\$3.1348	\$3.1661	\$3.1978	\$3.2617	\$3.3270	\$3.4268	\$3.5639
A403	Suburban Relieving Expenses	\$18.7203	\$18.9075	\$19.0966	\$19.4785	\$19.8681	\$20.4641	\$21.2827
A537	En-man Sub'n regularly employed driving electric trains	\$6.7286	\$6.7959	\$6.8639	\$7.0012	\$7.1412	\$7.3554	\$7.6496
A540	Suburban Group Working	\$5.6688	\$5.7254	\$5.7827	\$5.8984	\$6.0163	\$6.1968	\$6.4447
A953	Overtime Meal	\$9.3601	\$9.4537	\$9.5483	\$9.7392	\$9.9340	\$10.2321	\$10.6413
A954	T&I Return To HQ Same Day	\$18.7203	\$18.9075	\$19.0966	\$19.4785	\$19.8681	\$20.4641	\$21.2827
A966	Sub Relieving/Away O'night	\$83.9777	\$84.8175	\$85.6657	\$87.3790	\$89.1266	\$91.8004	\$95.4724
A980	AO Late Shift Meal (Fri & Sat Only)	\$18.7203	\$18.9075	\$19.0966	\$19.4785	\$19.8681	\$20.4641	\$21.2827

### SCHEDULE 3 – SIGNATORIES

The Company, Employees and Unions are committed to 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**

Address L24, 1 Spring St.  
Name NICK DICKINSON  
Position GENERAL MANAGER  
Date 30-7-12



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

Address Level 2, 265 Queen St, Melbourne Address Level 14, 222 Kings Way, South M.B.  
Name Trevor Dobson State Secretary Name M. Manotta Locomotive Division Secretary  
Date 31 July, 2012 Date 31-7-2012

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

Address 163 Eastern Rd. South Melb  
Name Bede Payne Director Victoria  
Position [Signature]  
Date 31/7/12





## Undertaking – Metro Rail Operations Enterprise Agreement 2012 - 2015

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In accordance with section 190 of the *Fair Work Act 2009 (Cth)* (the **FW Act**), Metro Trains Melbourne Pty Ltd undertakes to apply clause 11.1.5.11 of the *Metro Rail Operations Enterprise Agreement 2012 – 2015* consistently with section 89(2) of the FW Act, as follows:

**11.1.5.11** Any Employee who is sick whilst on annual leave may apply to substitute Personal Leave, for annual leave, providing they supply a medical certificate from a registered medical practitioner verifying that they are incapacitated through illness to such an extent as would render them incapable of performing work ~~for at least one (1) week in a continuous period~~. 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.

Signed for and on behalf of  
**Metro Trains Melbourne Pty Ltd**  
by its authorised representative

sign here ▶

Representative

print name

Nick Dickinson

in the presence of

sign here ▶

Witness

print name

MICHAEL BROWN

## Undertakings – Metro Rail Operations Enterprise Agreement 2012 - 2015

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In accordance with section 190 of the *Fair Work Act 2009 (Cth)* (the **FW Act**), Metro Trains Melbourne Pty Ltd undertakes that:

(1) To amend the second dot point of clause 11.1.4.1(b) of the *Metro Trains Melbourne Pty Ltd Rail Operations Enterprise Agreement 2012 – 2015* to now be:

- *Three (3) weeks pay per year of service up to a maximum of twenty (21) weeks pay, calculated on service from 29 August 1999 onwards, except that the minimum payment to an employee with at least one year's service shall be four (4) weeks' pay.*

(2) In relation to the operation of clause 11.3.7.2(b)(i) of the *Metro Trains Melbourne Pty Ltd Rail Operations Enterprise Agreement 2012 – 2015*, when determining the minimum break between periods of duty the company will conform to the principles of fatigue management as provided for in Clause 20.2 of the Rail Industry Award 2010.

(3) It is not intended that the *Metro Trains Melbourne Pty Ltd Rail Operations Enterprise Agreement 2012 – 2015* will diminish any National Employment Standard provisions and that the more beneficial provisions will apply.

Signed for and on behalf of  
**Metro Trains Melbourne Pty Ltd**  
by its authorised representative



Representative

Nick Dickinson

in the presence of



Witness

Michael Brown

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