DECISION

Fair Work Act 2009
s.185 - Application for approval of a single-enterprise agreement

SCT OPCO Pty Ltd Trading AS SCT Logistics
(AG2026/2286)

SCT LOGISTICS (ALTONA SHUNTING OPERATIONS) ENTERPRISE AGREEMENT 2025

Rail industry

COMMISSIONER PANOPOULOS MELBOURNE, 17 SEPTEMBER 2026

Application for approval of the SCT Logistics (Altona Shunting Operations) Enterprise Agreement 2025

[1] SCT Opco Pty Ltd (the Employer) has made an application for approval of an enterprise agreement known as the *SCT Logistics (Altona Shunting Operations) Enterprise Agreement 2025.* (the Agreement) pursuant to s.185 of the *Fair Work Act 2009* (Cth) (the FW Act). The Agreement is a single enterprise agreement.

[2] On the basis of the material contained in the application and accompanying declaration, I am satisfied that each of the requirements of sections 186, 187 and 188, as are relevant to this application for approval, has been met.

[3] The Employer submitted a Form F1 seeking to amend seven errors in the Agreement which include amending clause numbers. They are outlined in the following:

- The preamble will refer to clause 7.3 when referencing the classifications.
- Clause 4 will refer to clause 7.3 when referencing the classifications.
- Clause 8.1 will refer to clause 7.3 when referencing the classifications.
- Clause 13.2 will refer to clause 7.3 when referencing the Annual Hours.
- The line "13.7 Overtime is paid for at the OT Rate specified at Attachment 1" will be removed from clause 13.
- Clause 23 will refer to clause 23.7 when referencing specified reasons for taking leave.

[4] I am satisfied that this constituted an obvious error, defect, or irregularity and I will amend the Agreement accordingly pursuant to s.218A of the FW Act.

[5] The Australian Rail, Tram and Bus Industry Union (RTBU) being a bargaining representative for the Agreement, has given notice under s.183 of the FW Act that it wants the

Agreement to cover it. In accordance with s.201(2) (and based on the declaration provided by the organisation), I note that the Agreement covers the organisation.

[6] The Agreement is approved and, in accordance with s.54, will operate from 1 October 2026. The nominal expiry date of the Agreement is 1 October 2029.

COMMISSIONER

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SCT LOGISTICS (ALTONA SHUNTING OPERATIONS) ENTERPRISE AGREEMENT 2025

This Agreement is made pursuant to Division 2 Part 2-4 of the Fair Work Act 2009 (Cth) ('The Act') between SCT Opco P/L T/A SCT LOGISTICS ('the Employer') and the Employees engaged in positions covered by the classifications at clause 7.3 of this Agreement at the Employer's Altona site, 7 Westlink Court, Altona, Victoria ('Altona Site') and it is mutually agreed as follows

1. TITLE

1.1 This agreement shall be known as the **SCT Logistics (Altona Shunting Operations) Enterprise Agreement 2025.**

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3. LENGTH OF AGREEMENT

3.1 This Agreement will come into effect from the start of the first full pay period 7 days following approval by Fair Work Commission ("FWC") and will operate for a period of 3 years from that date.

4. PARTIES BOUND

4.1 This Agreement shall apply to and be binding upon the Employer, and all of its employees engaged in positions covered by the classifications at Clause 7.3 who are engaged in the rail shunting operations at the Altona Site.

5. RELATIONSHIP TO PRIOR AGREEMENTS, AWARD AND NES

5.1 Except where the terms conflict with the terms of this Agreement or as otherwise provided by this Agreement or where such term might be an unlawful term contrary to section 194 of the Act, the terms of the Rail Industry Award 2020 ("Award") as at the date of lodgement of this Agreement are incorporated into this Agreement.

5.2 Where any inconsistency between the terms of this Agreement and the terms of the Award arise, then the terms of this Agreement shall apply. Any dispute regarding the interaction of the Award and the Agreement shall be dealt with in accordance with the dispute resolution procedure contained at clause 39.13 of this Agreement.

5.3 Unless expressly stated otherwise, this Agreement will replace, subject to the provisions of the Act, any other Enterprise Agreement which has effect in relation to the Employees.

5.4 Nothing in this Agreement will operate to provide a less favourable outcome for Employees in a particular respect than is provided by the National Employment Standards in the Act (NES).

5.5 Employee entitlements apply under this Agreement unless a superior condition applies in accordance with the NES and are provided in satisfaction of, and not in addition to, entitlements under the NES.

6. NO EXTRA CLAIMS

6.1 Except as permitted by the Act, the Employees of the Employer and anyone or entity bound by this Agreement shall make no extra claims for the nominal life of this Agreement.

7. CLASSIFICATIONS

7.1 While the structure of classifications outlined below is suitable at the time of negotiating this Agreement and for the foreseeable future, SCT may need to implement changes to support the organisation's growth in the future. SCT may, subject to consultation where the implementation of any change will have an impact on the work expected of employees in any specific classification and without limiting its general ability to implement change, make changes including the following:

a. The type and number of positions in the organisation and the organisational structure;
b. Employee classifications;
c. Specific work practices; and
d. Specific equipment and its use.

7.2 The classifications to which this Agreement applies are set out in this Clause and it is intended that:

a. The classification structures provide flexibility to allow for the design of new positions or to redesign existing positions, including the way work is performed, so that SCT can respond to changes in the business and commercial environment.
b. The process of position design or position redesign may require employees to undertake activities that have not traditionally been within their classification or that have not been previously part of their position. Where positions are adjusted or redesigned, the employee will be entitled to be paid at a level that equates to the work or activities being undertaken in the new position and an assessment will be undertaken at that time to ensure such changes do not result in any employee having lesser terms and conditions, including pay, for the work they undertake than they would be entitled to if they were engaged under the Award for that work.

7.3 Current Rail Operations Classifications:

Classification	**Description**
Trainee Shunter	< 12 months experience as a Shunter
Shunter Level 1	>12 months experience as a Shunter, and in progress to complete Certificate 2 in shunting
Shunter Level 2	>24 months experience as a Shunter, and Certificate 2 in shunting completed
Trainer	>24 months experience as a Shunter with certificate 2 in shunting completed and certificate 4 in training/assessing completed
Leading Hand	>24 months experience as a Shunter, and Certificate 2 in shunting completed and verified as competent to lead a shift by a Trainer
Terminal Driver	Certificate III in Terminal Driving or higher qualification

8. TRAINING PROGRESSION

8.1 SCT will support the training and development of employees by offering them opportunity to achieve the competencies required for Certificate II in Shunting within the timeframes outlined in Clause 7.3. Achieving these qualifications will provide the employee with opportunities for career development within the SCT organisation. If following the successful completion of the training the employee's classification changes that classification change will be applied from the start of the first full pay period following the attainment of qualification.

a. The opportunity will be given to all Shunter Level 1 to complete Level 2 if they request to do so. There is no obligation on the employee to request or complete the course.

b. A training request form must be completed and submitted by the Shunter level 1 Employee that wishes to complete level 2 and this must be completed and handed to the Supervisor.

c. Upon receipt of the completed training request form and unless there are reasonable circumstances for the time frame not being achieved, SCT must do all things reasonably practicable to commence the training in a manner that seeks to achieve its completion within 12 months of the request being lodged.

9. TRAINING AND SKILLS DEVELOPMENT

9.1 The Employer may provide employees with the opportunity to acquire additional skills within relevant career path structures through appropriate structured training based on nationally endorsed competency standards and curriculum.

9.2 If an Employee has skills which may be able to be recognised as part of any formal training program the Employer encourages employees to seek formal recognition of those skills (i.e. recognition of prior learning).

9.3 If the Employer agrees to support the formal training of an employee that training will be delivered through accredited providers. The Employer may engage TAA, CERT or any other registered or suitably accredited training providers to deliver training under this clause and at its discretion.

9.4 Where existing training programs are available the Employer may utilise such programs as part of the training and skills development of its employees.

9.5 If modifications to existing programs or new programs are required by the Employer, the parties will consult on the development of those training programs having regard to matters including the following:

a. Training programs provided will be developed to be consistent with the Employer's business requirements, relevant to the work of employees, and with applicable national competency standards.

b. Training programs may be developed which involve on or off the job components or a combination of them, with all reasonable steps taken to conduct training during normal working hours.

9.6 Where approved training is undertaken the Employer will take all reasonable steps to ensure the training is conducted during ordinary working hours so that employees will not suffer any loss of pay.

9.7 Approved training undertaken outside ordinary working hours will be paid at single time or, by agreement, may be taken as time off in lieu. The scheduling of time off must be consistent with the needs of the business and agreed with the Employer.

9.8 The Employer will meet the cost of training courses approved by the Employer.

9.9 The Employer will not be required to meet the cost of training undertaken by employees that has not been approved by the Employer.

9.10 Any leave of absence granted for training under this clause will count as service for all purposes of this Agreement.

10. HOURS OF WORK - SHIFT WORKERS

10.1 A Shift Worker is an employee who:

a. is a 7day shift worker who is regularly rostered to work on Sundays and public holidays; and

b. works hours on a 24/7 rotating shift basis pursuant to the Master Roster and whose hours of work may fall outside the hours 0600 to 1800 Monday to Friday.

10.2 The total annual Hours required to be worked over each 12-month period is 2080 ("Annual Hours").

10.3 The Annual Hours comprise Ordinary Hours of 38 hours per week ("Ordinary Hours") averaged over a 12-month period and guaranteed Additional Hours of 104 hours ("Additional Hours") averaged over a 12-month period such that the average working week is 40 hours ('Shift Work Average Weekly Hours') combined and rostered in accordance with the Master Roster.

10.4 Employees may be required to work a reasonable number of overtime hours ('Overtime Hours') which will be paid at the OT Rate at Attachment 1 as applicable.

11. HOURS OF WORK – DAY WORKERS

11.1 A day worker is an employee engaged to work hours between the hours of 0600 and 1800 on a regular basis and who does not work rotating rosters pursuant to the Master Roster.

11.2 The Ordinary Hours of work for a Day Worker shall be in accordance with the Award and may be averaged over a period of 16 weeks.

12. REMUNERATION

12.1 The remuneration for each classification of employee under this Agreement is set out in the Remuneration Tables in Attachment 1.

12.2 The Parties expressly recognise that the value of the sign on bonus has been enhanced and the first year pay increase is 0.25% higher than would otherwise have been agreed in recognition of and to reflect some unique issues that were encountered and resolved collegially through negotiations and which were peculiar to this Agreement and negotiation.

Sign on Bonus

12.3 A $2,500.00 sign on bonus will be paid to each employee covered by this Agreement who was employed at the time of the vote in favour of the Agreement and provided they remain employed and not subject to notice of termination at the time the payment falls due for payment.

12.4 The sign on bonus will be paid at the end of the first full pay period following the date of approval of the Agreement by the Fair Work Commission.

Back Payment

12.5 Employees who are covered by this Agreement and employed at the date of approval will be entitled to back pay to recognise the wage increases employees would have received from 1 November 2025 to the date of approval.

12.6 The back pay will be calculated based on the actual hours worked at the applicable base rate during the relevant period and will be paid in the first full pay period following approval of the Agreement by the Fair Work Commission.

Payment Frequency

12.7 Employees will be paid fortnightly by electronic funds transfer into a nominated bank account.

12.8 All ordinary wages, overtime, penalties and allowances must be paid in the pay fortnight in which they are earned.

12.9 Employees must submit their timesheet before the fortnightly payroll cut-off to be paid in that pay cycle. Any delay in submission will result in payment being processed in the next fortnight.

Errors in payroll

12.10 For errors that are greater than $300 gross, and where the error is attributable to SCT, the error will be rectified within 10 business days of the error being identified.

12.11 For errors arising as a result of late submission or incorrect information being provided by employees or other reasons attributable to the Employee the error will be investigated and, if confirmed as an error requiring additional payment such payment will be made in the next pay run following confirmation of identification of the error.

12.12 For errors that are less than $300 gross, whether attributable to the Employer or the Employee the error will be remedied in the pay run following the error being identified.

12.13 Where there is a claimed error, but there is genuine dispute between the Employer and the Employee about the error this clause does not apply and any adjustments in wages shall be remedied as appropriate once the dispute is resolved.

13. REMUNERATION – SHIFT WORKERS

13.1 Remuneration for hours worked is calculated by reference to the applicable rates of pay for the classification of employee plus Aggregate Penalty Rate the Aggregate Allowance, Overtime and other penalties and allowances as applicable under this Agreement including as detailed below ('Total Remuneration').

13.2 The Ordinary Hourly Rates at Attachment 1 apply to all the Annual Hours as defined at clause 7.3.

13.3 Unless otherwise provided by this Agreement no Award penalties or allowances or other payments apply to the employment of any employee in any classification and the Total Remuneration under this Agreement is paid in full satisfaction of any and all entitlements that an employee may have under the Award, or otherwise in relation to the work they perform and specifically offsets and absorbs any such entitlement which might otherwise apply under the Award.

Aggregate Penalties

13.4 Aggregate Penalties are calculated and paid to Employees pursuant to this clause and in order to compensate them, and in substitute for any other penalties they may otherwise be entitled to in respect of:

a. Working shift work, weekends and or public holiday; and

b. Annual leave loading

13.5 The Master Roster is changed and agreed in Clause 43.

13.6 Aggregate Penalties are calculated using an Aggregate Penalty Multiplier ('APM') which is a multiplying factor applied to the Ordinary Hourly Rate set out in Attachment 1 as applicable to the employee and calculated by reference to the hours of work set out in the Master Roster, including time worked on weekends, night and afternoon shifts during the period of the applicable Master Roster.

13.7 Employees who rotate through lines on a Master Roster do so without altering the APM applicable to their rate as the APM is calculated to take account of that rotation.

Application of the APM

13.8 The APM is calculated by reference to all planned working shown on the Master Roster, in accordance with the provisions contained within Clause 13.14 below.

13.9 The resultant APM factor is then applied to the applicable Ordinary Hourly Rate set out in Attachment 1 to give a dollar value which is the Aggregate Penalty Rate.

13.10 The Aggregate Penalty Rate is paid for all purposes as set out at clause 13.14. above and is added to the applicable Ordinary Hourly Rate specified at Attachment 1 (APM Hourly Rate).

13.11 The APM Hourly Rate is paid for all Annual Hours worked by the Employee and absorbs, offsets, compensates for and takes account of all penalties and other payments which might otherwise be payable to an Employee for those Annual Hours worked.

13.12 The Aggregate Penalty Rate and the APM Hourly Rates are only applicable to Annual Hours and they do not apply to overtime worked but do apply during periods of paid leave.

Data Required to Calculate an Aggregate Penalty Multiplier			
Base Data	Column A Actual number of hours in roster cycle	Shift Multipliers	Column B Hour Equivalents
Day Shift Hours 0600-1800	*Insert No of Hours*	1.000	*Multiply No. of Hours by Shift Multiplier*
Afternoon Hours 1800-0000	*Insert No of Hours*	1.175	*Multiply No. of Hours by Shift Multiplier*
Night Hours 0000-0600	*Insert No of Hours*	1.30	*Multiply No. of Hours by Shift Multiplier*
Saturday	*Insert No of Hours*	1.50	*Multiply No. of Hours by Shift Multiplier*
Sunday	*Insert No of Hours*	2.0	*Multiply No. of Hours by Shift Multiplier*
Hours between 1976-2080	2 Hours per week, Multiplied by the number of weeks in the roster cycle	1.175	*Multiply No. of Hours by Shift Multiplier*

Sub Totals

Note 1: Day shift hours fall within the span 0600 hours to 1800 hours. Note

2: Afternoon Hours fall within the span 1800 hours to 0000 hours. Note 3:

Night Hours fall within the span 0000 hours to 0600 hours

Note 4: 2 hours per week will be deducted from the Day Shift hours and paid at the Afternoon/Night rate to account for the difference in annual hours between 1976 and 2080
To calculate the APM use the following: Part A Step 1 Take the total in Column A away from the total in Column B. Step 2 Divide the number calculated in Step 1 by the total in Column A. Step 3 Multiply the number calculated in Step 2 by 0.9. Part B Step 4 For annual leave loading, add 0.019.

13.13 At each change of Master Roster(s) the APM will be reassessed to reflect the changes to the Master Roster.

Calculating APM

13.14 The following formula is used to calculate the applicable APM based on the roster:

Aggregate Allowance

13.15 The Aggregate Allowance is intended to cover and substitute any other allowances which might otherwise be applicable under Award or otherwise for all hours worked by an employee.

13.16 An Aggregate Allowance is 2.5% of the applicable Ordinary Hourly Rate and is payable in respect of Annual Hours worked. It does not apply to overtime or during periods of paid leave.

Overtime

13.17 Overtime is defined as:

a. hours worked in excess of the average of 40 per week over the roster cycle; or

b. Hours worked on a single day in excess of those in the ordinary rostered shift

13.18 Where an employee works an additional shift outside their rostered hours, the employee will be paid a minimum of eight (8) hours at the applicable overtime rate.

Higher Duties

13.19 An Employee who is requested to work at a level which attracts a higher rate of pay than the employee's ordinary grade or level, shall be paid the rate applicable to such work for the time so engaged.

13.20 Where the work is for a period of two (2) hours or more, the payment shall be for a minimum of eight (8) hours.

13.21 No restrictions shall be placed on the allocation of work on either a higher or lower grade or level to an Employee where circumstances require; provided that the Employer is satisfied the Employee is capable, trained or qualified to perform the work allocated. For the avoidance of doubt, an Employee will not be required to perform work at a classification attracting a higher rate of pay unless they hold the licences and/or qualifications required for that classification, as specified in the relevant classification structure.

13.22 When an Employee has acted in a higher classified position for a period, or periods, of six (6) months or longer (in any continuous twelve (12) month period), the Employee shall receive a personal classification to the higher level position. This shall only apply where the higher position is vacant with no permanently appointed incumbent and there is agreement for that Employee to occupy that vacant position on an ongoing basis.

Minimum Shunters for all shifts or Duty Restrictions

13.23 Employees will not be required to work shifts alone.

13.24 There will always be enough shunters rostered in a shift to enable work to be completed safely and usually this will involve a minimum of three (3) Shunters rostered for each shift, 1 in the cab and 2 on the ground and subject to operational requirements and any duty restrictions, to ensure adequate coverage, support and safety.

13.25 Where the minimum number of Shunters are not available for a shift SCT will make reasonable efforts to source other employees to cover the shortfall so as to enable the shift to be completed to plan.

13.26 If the Employer is unable to source additional labour to meet the minimum 3 person requirement SCT will arrange the work for the attending Employees such that they shall not be required to perform high risk work. For the avoidance of doubt, high risk work includes but is not limited to, the following:

a. Movements to safely arrive local shuttles or main line services; and
b. Movements to safety build and depart shuttles and main line services; and
c. Movements to provide wagons to load within the terminal to ensure business continuity.

14. REMUNERATION DAY WORKERS

14.1 Day Workers will be paid for Ordinary Hours at the applicable Ordinary Hourly Rate specified at Attachment 1.

15. OFFSITE ALLOWANCE

15.1 Where an Employee is required by the Employer to perform work at a location other than their usual workplace, the following will apply:

a. Where the Employee travels using an Employer vehicle, no travel or mileage allowance will be payable.

b. Is payable where an Employee works offsite for more than 4 hours, being $25 per day for more than 4 hours and $50 per day for more than 8 hours.

16. FIRST AID QUALIFICATIONS AND ALLOWANCE

16.1 The Employer will review roster arrangements to ensure that an adequate Employees who hold current First Aid qualifications and agree to act as the nominated first aid representative for that shift are available on each shift. These Employees will be paid the First Aid allowance in accordance with the applicable Award.

17. ALL PURPOSE ALLOWANCE

17.1 An all-purpose allowance of 0.5% will apply to Employees who have successfully completed the Certificate II in Rail Shunting (or an equivalent qualification), effective from 1 November 2027. The allowance will be calculated on Base Rate set out at Attachment 1.

17.2 SCT will support the training and development of employees in accordance with the provisions at clause 8.

18. WORKPLACE FACILITIES

18.1 SCT shall provide and maintain workplace amenities. This includes at a minimum, climate-controlled meal rooms equipped with seating, boiling water, refrigeration, and drinking water.

19. MEAL BREAKS AND REST BREAKS

19.1 Shift Workers covered by this Agreement shall have a paid meal break of 40 minutes built into the working arrangements for each shift. Meal breaks shall be scheduled or taken at such times that will not unnecessarily interfere with the efficient running of the terminal business. Ordinarily, meal breaks shall be scheduled in a time frame that is 90 minutes either side of the halfway point of each shift.

19.2 Where Employees are required to work shifts in excess of (10) hours duration, the Employee shall be entitled to an additional twenty (20)

minute paid rest break to be taken at a time that will not unnecessarily interfere with the efficient running of the terminal business.

20. DAILY ROSTER

20.1 The Master Roster will be used to create the Daily Roster. The Daily Roster will account for any changes due to short term operational requirements for example Annual Leave and or training.

20.2 The Daily Roster will be published 14 days in advance.

Flexibility

20.3 The intention of this provision is to provide flexibility where an event occurs, or a business requirement exists and where the Employer decides that a change to the Daily Roster is required. The following operational characteristics will be considered when assessing the needs for a change to the Daily Roster:

a. Locations with less than twenty-four (24) hour coverage, and
b. Irregular or unreliable train running

20.4 Where implemented, Shunters and Terminal Locomotive Drivers may be brought forward by two (2) hours or moved back by four (4) hours from the rostered commencement time of their shift.

20.5 During the consultation process, specific consideration will be given to any issues of "hardship" raised by Employees.

20.6 SCT will make no more than one (1) alteration to an employee's confirmed sign-on time within each 24-hour period during which the shift is rostered under Daily Roster change provisions. Where applicable Employees may be expected to be contacted for Daily Roster change purposes. SCT will contact Employees directly for Daily Roster change purposes giving at least 3 hours notification before original rostered sign on time.

21. EMPLOYEE RESPONSIBILITIES

21.1 Employees will perform all the Duties and responsibilities of their employment as directed by the Employer and other such duties as may be reasonably required by the Employer from time to time.

21.2 The Employee undertakes:

a. To devote the whole of the Employee's working time and attention and use the Employee's best endeavours to further the development, reputation and business of the Employer; and
b. To observe all lawful directions, orders, instructions and policies (as varied from time to time) of the Employer;

c. Unless otherwise expressly agreed in writing, not to be directly or indirectly involved or engaged in work for or provide services to any other Employer, business or individual, whether paid or otherwise, which may in any way conflict with the performance of the Employee's duties to the Employer or be or be perceived to be a conflict of interest of the Employer and its Related Bodies Corporate (as defined by section 50 of the *Corporations Act 2001* (Cth);

d. All rail safety workers are required by this Agreement and legislation to ensure they comply with the Employer's Fatigue management policy and procedures.

e. Perform all required Tasks. For the purposes of this clause Tasks means the Duties and

   i. Performing work as required and on weekends and public holidays
   ii. Performing Shunting
   iii. Carrying out other vehicle movements
   iv. Housekeeping, cleaning & tidying
   v. Completing necessary Paperwork
   vi. Other tasks as reasonably required and directed by the Employer.

22. ANNUAL LEAVE

22.1 Full Time and Part Tine Employees are entitled to Annual Leave in accordance with the NES and as set out below.

a. A Day worker's entitlement to annual leave accrues progressively during a year of service according to the Employee's Ordinary Hours of work such that they shall receive 4 weeks annual leave being the equivalent to 152 Ordinary Hours;

b. Shift Workers', as defined at Clause 10.1 of this Agreement and if applicable a permanent night shift worker as defined in the Award entitlement to annual leave accrues progressively during a year of service according to the Employee's Shift Work Average Weekly Hours such that they shall receive 5 weeks annual leave being the equivalent to 190 Ordinary Hours and 10 Additional Hours - 200 hours in total.

22.2 Annual leave accumulates year to year.

22.3 Annual leave is normally rostered and taken in blocks of one or more calendar weeks. Blocks less than 7 days will be subject to SCT approval and at Managers discretion having regard to operational requirements. Requests for annual leave will not be unreasonably refused, and it is expected and encouraged that Annual Leave will be taken within a year of it being accrued.

22.4 Any period of annual leave taken will deducted from an Employee's accrued entitled in the same quantity as the hours rostered that would otherwise have been worked by the Employee during that period. For example, if the Employee is rostered for 56 hours during a week of annual leave, they will have 56 hours deducted from their accrued bank of annual leave hours.

22.5 The Employer may direct an Employee to take paid annual leave if the Employee has accrued ten weeks or more of paid annual leave, and the Employer and Employee are unable to reach agreement on the taking of the leave. The Employer must give an Employee at least 28 days' notice prior to the date the Employee is required to commence the leave.

23. PERSONAL CARERS LEAVE

23.1 For the purposes of this clause, a day is defined as the length of an ordinary rostered shift.

23.2 For example, if an Employee is rostered for 8 hours in a shift, a day will equal 8 hours. If an Employee is rostered for 12 hours a shift, a day will equal 12 hours.

23.3 Full Time and Part Time Employees shall be entitled to accrue personal/carer's leave at the rate of ten (10) days of paid leave for each year of employment.

23.4 Leave entitlements will be calculated by reference to the number of Ordinary Hours (76 hours being 10 days) or in the case of Shift Workers the number of Ordinary and Additional Hours (80 hours being 10 days).

23.5 If an Employee is absent from his or her employment on the working day before or the working day after a public holiday, and not withstanding Clause 23.7, the Employee is required to provide a medical certificate from a registered health practitioner to cover that day or days absence in order to be entitled to payment for it or them.

23.6 When an Employee takes personal leave, the Employee's leave balance will be reduced by the actual rostered hours of personal leave taken for the day or the period.

23.7 Full Time and Part Time Employees who are unable to attend for work due to:

a. the Employee is not fit for work because of a personal illness, or personal injury, affecting the Employee; or

b. having 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:
   i. a personal illness, or personal injury, affecting the member; or
   ii. an unexpected emergency affecting the member

shall be considered as taking personal leave and in those circumstances as far as practicable must give to the Employer as soon as practicable (which may be a time after the leave has started but should endeavour to provide notice at least 1 hour prior to the commencement time of the shift and at that time must advise the Employer of the period, or expected period, of the leave.

23.8 If absent for two (2) or more consecutive days on more than two (2) single days in any 12-month period or on the working day before or the working day after a public holiday the Employee must produce a medical certificate from a registered health practitioner, or produce such other evidence that would satisfy a reasonable person that the leave is taken for a reason specified in clause 0.

23.9 In order to be entitled to paid personal leave, an Employee must comply with the requirements of clause 23.4, 0 and 23.8. and

23.10 Personal leave shall not apply for illnesses or injury covered by worker's compensation.

23.11 Personal leave shall accumulate from year to year.

23.12 Unpaid carers leave will be granted in accordance with the provisions of the NES.

24. COMPASSIONATE LEAVE

24.1 Compassionate leave will be granted in accordance with the NES.

24.2 In order to be entitled to be paid compassionate leave, an Employee must produce a medical certificate from a registered health practitioner or produce such other evidence that would satisfy a reasonable person that the leave is taken for a reason which qualifies as compassionate leave pursuant to the NES.

24.3 Compassionate leave will be deducted from personal leave balances in the same manner as personal leave is.

25. PARENTAL LEAVE

25.1 Parental leave shall be granted in accordance with the National Employment Standards, or Employer policy whichever has the greater entitlement.

26. FAMILY & DOMESTIC VIOLENCE LEAVE

26.1 Family & Domestic Violence Leave shall accrue and be granted in accordance with the National Employment Standards, or company policy whichever has the greater entitlement.

27. JURY SERVICE

27.1 When required to attend for jury service, the Employee shall begranted leave of absence and shall be paid by the employer an amount equal to the difference between the amount received from the Court for jury service and the Aggregate Hourly Rate the Employee would have been paid had the Employee worked, on production of satisfactory evidence of attendance and monies received.

27.2 An Employee shall notify the employer as soon as possible of the date upon which he or she is required to attend jury service. The Employee shall give the employer proof of attendance.

28. LONG SERVICE LEAVE

28.1 Long Service Leave will be applied in accordance with the applicable Legislation in the State which the Employee is employed.

29. UNION DELEGATE LEAVE

29.1 Special paid leave will be granted to Employees' of SCT who are elected as delegates of their Union to attend conferences and training ('Special Leave').

29.2 To be eligible for Special Leave, the Employee:

a. Is required to apply for leave at least four (4) weeks prior to the event they wish to attend;

b. Is required to provide documentary evidence, signed by the appropriate authorised Officer of the Union, that they are an elected delegate of the Union and are required by the Union to attend the meeting. This documentation must also include the duration of the meeting;

c. if requested to do so provide evidence of attendance;

d. if the union is unable to provide four weeks (4) notice, the release of delegates will be subject to operational requirements;

29.3 Special Leave is payable at the Ordinary Hourly Rate and on the basis of the Ordinary Hours that would otherwise have been worked during the period of leave.

29.4 Special Leave is limited to:

a. 5 days per delegate per calendar year, and

b. The sum of leave for all delegates per calendar year is the maximum of 10 days or 0.5 days per FTE employed in the team.

30. PUBLIC HOLIDAYS

30.1 Employees may be requested to work the following public holidays in accordance with the working roster: New Year's Day, Good Friday, Easter Saturday, Easter Sunday, Easter Monday, Christmas Day, Boxing Day, Australia Day, Anzac Day, Kings Birthday, Melbourne Cup Day, AFL Grand Final and Eight Hours Day (Labour Day) and any additional gazetted public holidays by the Victorian Government.

30.2 Where a public holiday falls during a period of annual leave, the day will be treated as a public holiday and will not be deducted from the employee's annual leave entitlement. The employee will be paid for the public holiday in accordance with the Agreement.

31. EMPLOYMENT

31.1 Employment Categories

a. Employees may be engaged on a full time, part time or casual basis and will be notified in writing of their employment category prior to their engagement.

b. By agreement between the Employee and Employer an Employee's employment status may change during the course of their employment. If this happens the change will be confirmed in writing.

31.2 Part time Employment

a. A part time Employee is a weekly Employee who is required to work less than 38 Ordinary Hours or if a part time Shift Worker 40 Shift Work Average Weekly Hours per week.

b. Before commencing part-time employment, the Employee and Employer must agree upon:

i. The hours to be worked by the Employee, the days upon which they will be worked and the commencing and finishing times for the work; and

ii. The classification applying to the work to be performed.

iii. All time worked in excess of the agreed hours will be paid at the appropriate overtime rate.

c. The terms of the agreement or any variation to it shall be in writing and retained by the Employer. A copy of the agreement and any variation to it shall be provided to the Employee.

d. Part-time Employees will be entitled to pro-rata conditions, including payment provisions and leave entitlements, as provided for in this Agreement, relative to the comparable full-time equivalent position. A part-time Employee who is engaged as a Shift Worker and would otherwise be entitled to weekend and shift penalty payments because of their working pattern will be paid the Aggregate Hourly Rate which has been calculated to include, absorb and offset any otherwise applicable penalties.

e. Part time Employees shall receive a minimum payment of four hours for each day engaged.

31.3 Probationary Employment

a. Any new Full Time and Part Time Employees shall be engaged for a probationary period of six months. At the expiration of the probationary period, or at any time beforehand at the Employer's discretion, the Employee's employment shall either be confirmed or terminated.

b. During months 1, 3 and 5 of the probationary period, SCT will endeavour to provide feedback on the Employee's behaviour and performance, plus any areas requiring development.

31.4 Labour Hire

a. Prior to contracting a new labour hire organisation, the business will advise the Employees of this decision. Utilising labour hire or changing labour hire arrangements is not considered a Major Change under Clause 42.

b. A person engaged to perform work through a Labour Hire organisation, where the position which would ordinarily be covered by a classification in this Agreement will not be paid less than the rate of pay that would be paid to an Employee covered by this Agreement undertaking the same work.

c. A person engaged to perform work through a Labour Hire organisation, where the position which would ordinarily be covered by a classification in this Agreement may be offered the opportunity to become an Employee of the

Employer or may request to become so employed provided:

i. The person has been engaged in work through a labour hire company and has undertaken work at the Altona Site on a regular and systematic basis and continuously for a period of 12 months immediately prior to the offer or request being made. Regular and systematic requires the Employee to have worked a pattern of work during the period such that they have worked every week other than a maximum of 6 weeks in the period and that they have worked on at least 4 out of 5 working days in each week.

ii. If an offer is made the Employee may decline.

iii. If a request is made and the provisions above are satisfied the Employer shall convert that person to casual employment or having regard to the needs of the business and by further agreement, on a part time or full-time basis.

32. Medicals

32.1 All Employees are to undergo a Medical and Health Assessment as carried out by an Employer nominated rail medical practitioner from time to time, in accordance with the applicable Rail Safety requirements.

32.2 Employees are required to undertake this medical at nominated times during their employment as documented in the Employer's medical policy which may vary from time to time.

32.3 The direct costs of the medical will be paid by the Employer, including costs of travel to and from the appointment. If additional tests or medical examination is required beyond the medical examination being undertaken those costs will be the responsibility of the Employee unless otherwise agreed.

32.4 The Employee will be required to have the medical conducted by a recognised medical practitioner nominated by the Employer.

32.5 Failure to maintain the appropriate medical standard (NCOP Health Assessment for Rail Safety Workers) will result in a review of suitability for their allocated tasks.

a. Employees that are temporarily medically unfit will be provided suitable tasks if available and if not permitted to utilise any paid leave entitlements after which time they will be permitted a limited period of leave without pay.

b. The Employer will explore opportunities to redeploy Employees that are permanently medically unfit, however the Employer cannot guarantee that the roles identified as available will be suitable and there is no obligation to make an offer of employment if the Employer does not consider the available vacant roles are unsuitable.

c. If an Employee is unfit for their normal duty the Employer may after appropriate enquiry determine that the Employment should be terminated on the basis of their capacity.

d. Prior to contracting a medical practitioner, the business will advise with the Employees. Changing the medical practitioner is not considered a Major Change under Clause 39.

33. DUTIES

33.1 Attend for work fit, ready and able to perform in their duties;

33.2 Use safe work practices and properly use all appropriate protective clothing and equipment provided by the Employer;

33.3 Undertake all work as directed by the Employer, which may be assigned to an Employee according to their classification and skill / competence;

33.4 Comply with all the Employer policies and procedures as applicable from time to time;

a. Work reasonable periods of overtime as required by the Employer;

b. Implement and use new technology, systems and / or processes, when trained, which will improve business efficiency and effectiveness;

c. Participate in developing and implementing work methods that are designed to improve the performance of the Employer; and

d. Participate in training, learning and development programs and attend team briefings, which are conducted during working time, to enhance the productivity of the workplace.

34. SMOKING

34.1 Smoking is only allowed during designated rest breaks and in designated areas and is strictly forbidden inside any building, shed, storage area, locomotive, carriage, vehicle or other place.

35. MOBILE PHONES

35.1 Use of mobile telephones or other mobile communications devises other than those provided by the Employer is strictly prohibited at the Site during work hours.

35.2 Mobile phones may only be used on site during breaks in the lunchroom or other designated rest area.

35.3 An Employee who has a specific need to be available for contact by telephone on any specific day must be contacted through the SCT Reception.

36. INCOME PROTECTION INSURANCE

36.1 Provided that there shall be no cost to the Company, the Company shall provide Income Protection Insurance to those employees who elect to take it up through Protect, Incolink or other providers as agreed to by the parties.

36.2 If the election is made, the employee must authorise the deduction of the income protection insurance from their salary by completing the relevant documentation and provide that documentation to the Company.

37. INCLEMENT WEATHER

37.1 Inclement weather is classified as, either:

a. Rain and/or extreme climatic conditions, such as hail, snow, cold, high winds, severe dust storms, or extreme high temperatures, or any combination of these.

b. The temperature is above 35C for the Latest Weather Observations for Laverton on bom.gov.au

c. Severe thunderstorm warning has been issued by the Early Warning Network for Melbourne & Geelong with a threat level of Red or Black

37.2 Prior to expected or during extreme weather the Employer will work with Employees on the following;

a. Conducting ongoing risk assessment for safety of Employees, including consultation with Work Health and Safety (WHS) team, Health and Safety Representatives (HSR) and/or Union Representatives, who are available at the time.

b. Limit tasks required to be completed to those that are critical to network operations, as determined by SCT in consultation with the operational team, example of critical tasks include:

i. Movements to safely arrive local shuttles or main line services

ii. Movements to safety build and depart shuttles and main line services

iii. Movements to provide wagons to load within the terminal to ensure business continuity

c. Providing Employees with regular opportunities for rest and rehydration specifically, during hot weather, regular breaks at

reasonable intervals based on operational needs and safety considerations

37.3 For the purposes of this clause an Employee operating machinery fitted with a functional weatherproof cab shall not be deemed to be exposed to inclement weather.

38. STAND DOWN

38.1 Employees may be stood down from their duties in accordance with s. 524 of the Act without pay including if the Employer is not able to usefully employ the Employee to undertake work during a period because of:

a. a strike; or
b. a breakdown of machinery; or
c. a stoppage of work for any cause including derailment for which the Employer cannot be held to be reasonably responsible.

38.2 In addition, the Employer may stand down with or without pay in circumstances where an event on the Rail Network, such as flood, fire, derailment, or other failure which has an impact on the Employer's operations. In these circumstances the Employer will consult with Employees but may stand down for full or part of a shift such numbers of Employees as it requires to manage the impacts of the event.

38.3 If the parties agree, during any such period of stand down Employee's may access accrued entitlements to paid annual leave.

38.4 Where productive work is not available because of any other incident, inclement weather, seasonal downturn or other business disruptions Employees may be required to take annual leave or long service leave accrued or may be required to attend the workplace to carry out duties not normally associated with their classification and as instructed by the Employer.

39. DISCIPLINE

39.1 In circumstances where an Employee's conduct or performance is not acceptable the following procedure shall be followed. The Employer shall counsel the Employee about their conduct or performance as required. This will be regarded as a verbal warning or a first warning.

39.2 If the Employee's conduct or performance does not improve after a verbal warning the Employee shall be further counselled by the Employer which may issue a first warning.

39.3 If the Employee's performance or conduct does not improve after a first warning, the Employee will receive a further warning or final warning depending on the severity of the Employee's conduct or performance. If a final warning is issued any further failure to improve in performance or conduct may result in the dismissal of the Employee.

39.4 The Employee may request that a support person or the Union delegate or official to represent them at any stage of the process and if necessary, the Employer will provide refresher or additional training as required to assist the Employee achieve required standards of discipline or performance.

39.5 Where an Employee is to receive any warning/counselling, he or she shall have reasonable paid time to consider the matter and if the Employee chooses to discuss the incident/ matter/ behaviour with a Union delegate and a Union Official prior to being interviewed.

39.6 Nothing in this clause limits the Employer's ability to issue a final warning without having issued prior warnings where the circumstances are deemed appropriate to do so such as misconduct, which includes but is not limited to:

a. theft,
b. fighting,
c. bullying,
d. a serious safety breach or harassment and
e. other conduct that is inconsistent with ongoing employment or the Employer's values

39.7 Written warnings shall have a life span of twelve months. Once expired, the warning will remain inactive on an Employee's file, and may no longer be relied on in the performance management process, but may be referred to for context.

39.8 Prior to reaching any decision to terminate the employment of an Employee, the Employer will abide by the following procedure:

a. inform the Employee that the termination of their employment is being considered;
b. advise the Employee of the reasons for the proposed termination;
c. provide the Employee with an opportunity to show cause why their employment should not be terminated.

39.9 An Employee shall be given reasonable time to respond and shall be provided with details of any relevant material. An Employee may be represented by the Union delegate and/or a Union Official.

39.10 Any request by the Employee to meet and discuss the matter shall not be unreasonably refused.

39.11 If a team member feels a warning is unfair or disproportionate, they may follow the dispute resolution process or raise the matter with the site's People and Culture Business Partner.

39.12 Any dispute over the operation or application to this clause shall be settled in accordance with the Disputes Procedure of this Agreement.

39.13 This procedure does not apply in circumstances of serious or wilful misconduct, where the Employee's behaviour or actions make it clear that the employment contract should be terminated. In such situations the Employer can exercise its right of instant termination or the issuing a final warning. These are generally restricted to theft, fighting, bullying, a serious safety breach or harassment and other conduct that is inconsistent with ongoing employment or the Employer's values. No decision will be made until a full investigation has been completed and the Employee has had a chance to understand any allegations and have the opportunity to formally respond.

40. SETTLEMENT OF DISPUTES

40.1 If a dispute relates to:

a. a matter arising under the agreement; or
b. the National Employment Standards; or
c. any matter attaining to the Employee Employer relationship, this term sets out procedures to settle the dispute.

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

40.3 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.

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

40.5 Fair Work Commission may deal with the dispute in 2 stages:

a. Fair Work Commission 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 Commission is unable to resolve the dispute at the first stage, Fair Work Commission may then:

   i. arbitrate the dispute; and

   ii. make a determination that is binding on the parties.

40.6 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 it was being performed immediately before the dispute or grievance, 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 Employer 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.

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

41. FLEXIBILITY

41.1 An Employer and Employee covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:

a. the agreement deals with 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 Employer and Employee in relation to 1 or more of the matters mentioned in paragraph (i); and

c. the arrangement is genuinely agreed to by the Employer and Employee.

41.2 The Employer must ensure that the terms of the individual flexibility arrangement:

a. are about permitted matters under section 172 of the Fair Work Act 2009; and
b. are not unlawful terms under section 194 of the Fair Work Act 2009; and
c. result in the Employee being better off overall than the Employee would be if no arrangement was made.

41.3 The Employer must ensure that the individual flexibility arrangement:
a. is in writing; and
b. includes the name of the Employer and Employee; and
c. is signed by the Employer and 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 enterprise 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.

41.4 The Employer must give the Employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.

41.5 The Employer or Employee may terminate the individual flexibility arrangement:
a. by giving no more than 28 days written notice to the other party to the arrangement; or
b. if the Employer and Employee agree in writing- at any time.

42. CONSULTATION

42.1 This term applies if the employer:

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

b. proposes to introduce a change to the regular roster or ordinary hours of work of Employees.

Major change

42.2 For a major change referred to in paragraph (42.1)(a):

a. the employer must notify the relevant Employees of the decision to introduce the major change; and

b. subclauses (42.3) to (42.9) apply.

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

42.4 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 employer of the identity of the representative;

the employer must recognise the representative.

42.5 As soon as practicable after making its decision, the employer must:

a. discuss with the relevant Employees:

(i) the introduction of the change; and
(ii) the effect the change is likely to have on the Employees; and
(iii) measures the employer is taking to avert or mitigate the adverse effect of the change on the Employees; and

a. 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.

42.6 However, the employer is not required to disclose confidential or commercially sensitive information to the relevant Employees.

42.7 The employer must give prompt and genuine consideration to matters raised about the major change by the relevant Employees.

42.8 If a term in this agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the employer, the requirements set out in paragraph (42.2)(a) and subclauses (42.3) and (42.5) are taken not to apply.

42.9 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 employer'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 alteration 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.

Change to regular roster or ordinary hours of work

42.10 For a change referred to in paragraph (42.1)(b):

a. the employer must notify the relevant Employees of the proposed change; and

b. subclauses (42.11) to (42.15) apply.

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

42.12 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 employer of the identity of the representative;

the employer must recognise the representative.

42.13 As soon as practicable after proposing to introduce the change, the employer must:

a. discuss with the relevant Employees the introduction of the change; and

b. for the purposes of the discussion provide to the relevant Employees:

(i) all relevant information about the change, including the nature of the change; and

(ii) information about what the employer reasonably believes will be the effects of the change on the Employees; and

(iii) information about any other matters that the employer reasonably believes are likely to affect the Employees; and

c. invite the relevant Employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).

42.14 However, the employer is not required to disclose confidential or commercially sensitive information to the relevant Employees.

42.15 The employer must give prompt and genuine consideration to matters raised about the change by the relevant Employees.

42.16 In this term:

relevant Employees means the Employees who may be affected by a change referred to in subclause (42.1).

43. ADDITIONAL REQUIREMENTS ROSTER CHANGE

43.1 Employees may elect to form a rostering committee. Where a rostering committee is formed, SCT will consult with the committee as part of the consultative process to develop and modify rosters consistent with operational requirements. Where no rostering committee is formed, consultation on changes to rosters will occur in accordance with the provisions outlined in Clause 42 – Major Change.

43.2 There can be up to 2 roster changes per year.

a. The following principles will apply in determining whether agreement can be reached:
   i. Impact of the change on an individual's remuneration.
   ii. Work/life balance considerations.
   iii. Fatigue requirements must be factored into any roster outcome.
   iv. Outcomes must meet business requirements

b. The new master roster must go to a vote for endorsement prior to implementation, and implementation cannot be unreasonable withheld which will be determined on the basis of the points outlined in clause 39).

c. The new agreed roster will be known as the Master Roster and it will be used to recalculate the Aggregate Payment Multiplier in clause 13.6

44. ADDITIONAL REQUIREMENTS AUTOMATION

44.1 This clause applies if the Employer implements technological upgrades and or systems which would result in:

a. Redundancies;
b. A change of skills required to facilitate the operation of the Employer;
c. The implementation of new roles brought about by the implementation of such technology.

44.2 The Employer prior to any forced redundancies will:

a. If there is a new vacant role arising from the changes implemented which in the Employer's discretion it wishes to

offer the Employee as an alternative to redundancy the Employer will offer that role along with reasonable opportunity for retraining/upskilling to enable the Employee to be able to adequately undertake the new duties.

b. Offer opportunities to redeploy within SCT at a similar level within the organisation to then current vacant positions suitable to the Employees skills and abilities.

c. If the position being made redundant is one of several of the same classification and job description and where the numbers of such roles are being reduced, call for non-binding expressions of interest for voluntary redundancy.

d. Engage with the affected parties and explore reduced hours utilising Clause 42(d). This may consultation process may alter the remuneration structure in this agreement.

44.3 If an employee who is engaged in retraining is not deemed by the Employer to achieve the necessary standard within reasonable time despite training to be suitable for the proposed new role the Employer shall notify the Employee and the Employee's employment may be terminated by reason of the original redundancy if not other alternative suitable redeployment or other options are identified.

45. DRUGS AND ALCOHOL

45.1 The Employee's employment may be terminated immediately, if:

a. The Employee is found to have or have had a blood alcohol level above zero (0.00) whilst on duty, or

b. The Employee is found to be or to have been drinking alcoholic beverages whilst on duty, during meal breaks, on workplace premises or in the Employer's vehicles and or other equipment.

c. The Employee is found to be or to have been under the influence of illegal or illicit drugs whilst on duty, during meal breaks, on workplace premises or in the Employer's vehicles and or other equipment

d. The Employee otherwise acts in contravention of any of the Employer's published Drug and Alcohol policies or in contravention of any statutory or other regulatory requirements that apply to their position in relation to drugs and alcohol.

e. The Employer will utilise non-invasive techniques for random drug and alcohol testing.

46. ADDITIONAL MASTER ROSTER PROVISIONS

46.1 The Employer shall consult with Employees about any changes to the master roster including the span of hours that are needed for business or operational reasons.

46.2 The Employer acknowledges that changes to master rosters can have a impact on Employees. Therefore, where the Employer proposes to make changes to the roster that will affect Employees or fundamentally alter work patterns (e.g., changes to standard shift lengths, introduction of new shift types, permanent changes to rotation cycles, or significant alterations to weekend work commitments), the Employer will engage in a genuine consultation process with affected Employees and the Employee representatives prior to implementing such changes.

46.3 The Employer will provide Employees and the Employee representatives with all relevant information regarding the proposed changes, including the reasons for the changes, the nature of the changes.

46.4 The Employer will provide no less than 28 calendar days notice before making any changes to the roster.

46.5 Employees may submit reasonable requests for changes to their individual rostered shifts or patterns. To request a change, the Employee must make the request in writing, provide reasonable notice prior to the requested change and outline the reasons for the request. The Employer will consider all request and will provide a written response to the Employee within fourteen (14) days.

46.6 Before implementing any change to the Master Roster the Employer will consider the operational needs of the business, work life balance, Employee remuneration and fatigue issues.

47. SUPPLEMENTARY LABOUR

47.1 Supplementary labour may be used for the Employer in instances covering excessive workloads caused by increases in work or for special projects. It is recognised that in some instances a rapid response to staff shortages, absenteeism or workload is required.

47.2 The Employer will only engage, and continue to engage/utilise, a third party to:

a. Provide labour to perform Work; and/or

b. Source labour to perform Work if they have satisfied the following:

c. The Employer has advised the third party by way of their subcontract agreement that they must pay wages and remain the conditions that are no less favourable than those provided to SCT Employees performing the same or similar work; and

d. The Employer is paying the Third Party no less than the total monetary cost the Employer would pay to Employees under this Agreement to do the Third Party's work.

47.3 Prior to the employment of supplementary labour, where practical, the training and on transfer of existing Employees will be considered. Training will be considered when the skill requirement is long term and the work of sufficient volume to justify the training investment and retention of competence by the Employee in the required skill. Where training is proceeding, supplementary labour hire may be required to address the immediate workload.

47.4 The use of supplementary labour is intended solely to support the Employer and its existing workforce in managing temporary operational demands. It shall not be used to undermine the employment security or permanency of the Employer's workforce.

47.5 Where short-term or replacement labour is required, the Employer will offer available overtime opportunities to permanent Employees in the first instance. Supplementary labour will only be considered when operational needs cannot be met by the permanent workforce — including but not limited to managing increases in workload, fatigue, or Employee absences.

47.6 The Employer will consult 3 days prior to the commencement of the work by the third party unless in some instances where a rapid response to the workload is required due to an unforeseen event out of the Employer's control. Prior to the implementation of supplementary labour, the Employer will advise the Employee representatives of the labour requirements. This is to ensure that the implementation of supplementary labour arrangements is consistent with the terms of this clause.

48. SUPERANNUATION

48.1 In addition to the rates of pay prescribed by this Agreement the Employee shall be entitled to occupational superannuation benefits subject to the provisions of the Superannuation Guarantee (Administration) Act 1992.

48.2 The parties agree that the percentage rate of Employer contributions to Employee superannuation will be the level prescribed by the prevailing State or Commonwealth legislation and increase at the prescribed rate by that legislation.

48.3 Employer superannuation contributions shall be equal to the applicable percentage of the Employee's wage for Ordinary Hours (38) worked based on the Ordinary Hourly Rate, or in the case of Shift Workers the Shift Work Average Weekly Hours (40) based on the APM Hourly Rate or during periods where that is not applicable the applicable rate for that period.

48.4 For the purposes of this agreement, the superannuation fund into which Employer contributions shall be paid on behalf of the Employee shall be a fund of the Employee's choice, provided that fund is a compliant fund.

48.5 Employees must provide details of their chosen fund in writing and such a fund must be receptive to electronic fund transfers.

49. UNIFORMS

49.1 Employees will be provided with uniforms and or work apparel, which must be worn at all times. These will be replaced on a 'fair wear & tear' basis.

a. The Employer will also provide appropriate safety and protective clothing, which must be worn at all times as necessary.

b. On termination, all Employees are required to return their uniforms or protective clothing to their supervisor

50. TERMINATION

50.1 In order to terminate the employment of an Employee entitled to notice under this clause the Employer must give the Employee the following notice:

Period of Service	**Period of Notice**
1 year or less	1 week
1 year and up to the completion of 3 years	2 weeks
3 years and up to the completion of 5 years	3 weeks
5 years and over	4 weeks

50.2 In addition, Employees over 45 years of age at the time of the giving of the notice with not less than two years' service are entitled to an additional week's notice.

51. REDUNDANCY

51.1 Notice of Termination and Redundancy entitlements shall be in accordance with the NES except that in the case of redundancy section 119(2) of the Act shall be modified to provide that after 10 years' service, 16 weeks shall be the applicable redundancy severance pay period.

52. POSTING OF AGREEMENT

52.1 A copy of this Agreement shall be posted in a prominent position where it may be accessed by Employees.

Employer SIGNATORIES

SIGNED for and on behalf of SCT Opco Pty Ltd by, Hayden Meyers, Head of Rail Oper1tions of 7 Westlink Court Altona, VIC u 1uthorise-d Represent11ive of the Employer In the presence of:

Signature .,..... .....

Date: 14-08-2026

in the presence of:

Witness Name: MENA GOVALAN

Signature: .....

14/8/2026

SIGNED for and on behalf of Rall Tram & 8us Industry Union as Authorised Represent,1tlve of Employees to be covered by this Agreement by Bryan Evans of Level 2, 365 Queen St, Melbourne VIC In the presence of:

Signature: .....

Date: 19 August 2026

In the presence of:

Witness Name: ..Miele.S!eehens

Signature: . .....

Date:. 19 August 2026 .....

ATTACHEMENT 1: STRUCTURE AND PAY RATES

Classification	Trainee (<12 months)	Shunter 1 (Base Rate)	Shunter 2	Trainer	Leading Hand	Terminal Driver
Ordinary Hourly Rate						
1/11/2024 (CURRENT)	34.03	37.81	41.59	N/A	47.26	44.24
1/11/2025 4.25% from FWC Approval	35.49	39.42	43.36	49.27	49.27	46.12
1/11/2026 4% from FFPPOA	36.91	40.99	45.09	51.24	51.24	47.97
1/11/2027 4% from FFPPOA	38.38	42.63	46.90	53.29	53.29	49.88
Aggregate Hourly Rate						
1/11/2024 (CURRENT)	45.08	50.08	55.09	N/A	62.61	58.60
1/11/2025	47.00	52.21	57.43	65.27	65.27	61.09
1/11/2026	48.88	54.30	59.73	67.88	67.88	63.53
1/11/2027	50.83	56.47	62.12	70.60	70.60	66.08