



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Alstom Transport Australia Pty Ltd
(AG2023/933)

ALSTOM TRANSPORT BALLARAT ENTERPRISE AGREEMENT 2022

Rail industry

DEPUTY PRESIDENT BELL

MELBOURNE, 24 APRIL 2023

Application for approval of the Alstom Transport Ballarat Enterprise Agreement 2022.

[1] An application has been made for approval of an enterprise agreement known as the *Alstom Transport Ballarat Enterprise Agreement 2022* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act) by the employer, Alstom Transport Australia Pty Ltd. The Agreement is a single enterprise agreement.

[2] Having regard to the material contained in the application and filed in relation to it, I am satisfied that each of the requirements of ss.186, 187 and 188 as are relevant to this application for approval have been met. The Agreement does not cover all of the employees of the employer. However, taking into account the factors in sections 186(3) and (3A), I am satisfied that the group of employees was fairly chosen.

[3] The Agreement incorporates terms of various awards, including the *Manufacturing and Associated Industries and Occupations Award 2020* (Manufacturing Award). Notwithstanding the incorporation of terms of the Manufacturing Award, the employer's 'Form F17' declaration did not list the Manufacturing Award as a reference award for the purpose of assessing whether the Agreement passes the 'better off overall test': s.186(2)(b) and s.193. Relevantly, the *Rail Industry Award 2020* (Rail Industry Award) was listed.

[4] Upon inquiries, I raised concerns as to whether the correct award had been incorporated into the Agreement and what explanation had been given to employees, such that the Agreement had been 'genuinely agreed' to by the employees: s. 180(5) and s.188(1)(a)(i). In response to those inquiries, two matters became apparent. The first was that, for whatever reason, employees were not specifically informed about the Rail Industry Award as a BOOT reference instrument or otherwise. Second, the Manufacturing Award was specifically intended to be incorporated into the Agreement and employees were aware of that fact. It might commonly be the case that the provision, or explanation, of a reference instrument

award may not be necessary to satisfy the ‘genuine agreement’ requirements¹ but the circumstances of the particular case at hand must be considered. In the present case, the Agreement is a ‘roll over’ agreement for a small, well-represented workforce. The explanations provided of the Agreement were clear.

[5] Ordinarily, I would not consider the absence of a specific reference to, or explanation of, the Rail Industry Award would cause concern in the circumstances before me, save for one factor. Historically, the relevant employees were covered by the Manufacturing Award. In May 2022, the employer received accreditation as a "rail infrastructure manager" in respect of its Ballarat site, with the result that the relevant employees were covered by the Rail Industry Award. The recent change to the award forming the basis of BOOT calculations, given the historical position, is a matter I consider was a matter that it was reasonable for the employer to explain as a pre-approval requirement under s.180(5)(a).

[6] Nevertheless, in the circumstances, I am satisfied that this constitutes a minor procedural or technical error for the purposes of s.188(2)(a). I am satisfied the error was minor because, on any basis in the circumstances, the Agreement (very) comfortably passed the BOOT – and more readily when compared to the Rail Industry Award - and there was no information given to me that the absence of information about the change from the Manufacturing Award to the Rail Industry Award presented a concern. Further, I am satisfied that the employees covered by the agreement were not likely to have been disadvantaged by the error. As a result, I am satisfied that the Agreement has been genuinely agreed within the meaning of s.188(2) of the Act. As the Agreement was intended to incorporate terms of the Manufacturing Award, there is no ‘genuine agreement’ question arises about that issue.

[7] The “Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union” known as the Australian Manufacturing Workers’ Union (AMWU), Australian Rail, Tram and Bus Industry Union and Communications (ARTBIU) and Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia (CEPU), being bargaining representatives for the Agreement, have given notice under s.183 of the Act that they want the Agreement to cover them. In accordance with s.201(2) I note that the Agreement covers the organisations.

[8] The Agreement was approved on 24 April 2023 and, in accordance with s.54 of the Act, will operate from 1 May 2023. The nominal expiry date of the Agreement is 26 September 2026.



DEPUTY PRESIDENT

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¹ See *CFMMEU v Ditchfield Mining Services Pty Ltd* [2019] FWCFB 4022 at [71], and *CFMMEU v Karijini Rail Pty Ltd* [2020] FWCFB 958 referring to same.



**Alstom Transport
Ballarat Enterprise
Agreement 2022**

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1 TITLE

This Agreement shall be known as the Alstom Transport Ballarat Enterprise Agreement 2022 (**The Agreement**).

2 ARRANGEMENT

As per Table of Contents above.

3 PARTIES BOUND

- a) Alstom Transport Australia Pty Limited in respect of its employees engaged at the Ballarat Workshop (Creswick Road and manufacturing of the X'Trapolis 2.0, including testing and commissioning) performing work in the classifications referred to in Attachment 1, Attachment 2 and offsite locations related to such work, whether members of any organisation or not.
- b) The following employee organisations, to the extent that Fair Work Commission notes in its decision to approve this Agreement that this Agreement covers them:
 - i. The Australian Rail, Tram and Bus Industry Union, Victorian Branch (RTBU)
 - ii. The Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union, Victorian Branch (AMWU) and
 - iii. The Communication, Electrical & Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia, Victorian Branch (ETU).
- c) Any reference in this Agreement to "union" or "unions" is a reference to the abovementioned unions (Unions).

4 DURATION OF AGREEMENT

This Agreement shall take effect from the first pay period commencing on or after 7 days after this Agreement is approved by Fair Work Commission. The nominal expiry date of this Agreement is 26 September 2026.

5 SCOPE

This Agreement covers the employment of all persons employed by Alstom engaged at the:

- Ballarat Workshop (including Creswick Road and manufacturing of the X'Trapolis 2.0, and testing and commissioning) performing work in the classifications referred to in Attachment 1, Attachment 2 and offsite locations related to such work.

The Agreement may not be used as a precedent for any terms and conditions of employment for work at any other of Alstom's sites.

6 DEFINITIONS

"Act" means the Fair Work Act 2009 (Cth) (as amended from time to time).

"FWC" means Fair Work Commission.

"NES" shall mean the National Employment Standards set out in the Act.

“Agreement” shall mean the Alstom Transport Ballarat Enterprise Agreement 2022.

“Alstom” or **ALSTOM** shall mean Alstom Transport Australia Pty Ltd.

“Day” shall mean the length of an ordinary rostered shift

“Employer” or **“Company”** shall mean Alstom Transport Australia Pty Limited

“Employee” shall mean an employee of Alstom, who performs work covered by the scope of this Agreement, as set out in clause 5

“Irregular casual employee” shall mean an employee who has been engaged to perform work on an occasional or non-systematic or irregular basis.

“Awards” mean the following:

- Manufacturing and Associated Industries and Occupations Award 2020.
- Metal, Engineering and Associated Industries (Superannuation) Award 2000 as it stood on 1 March 2006, excluding clauses 3, 4, 5 and 12 (“the Metals Super Award”)
- Metal, Engineering and Associated Industries Award 1998 – Part IV – Long Service Leave as it stood on 1 March 2006, excluding clauses 3, 11, 12, 13 and 14 (“the Metals LSL Award”)
- Metal, Engineering and Associated Industries (Accident Pay, Victoria) Award 1998 as it stood on 1 March 2006, excluding clauses 1.6, 1.7, 1.8, 1.9 & 3.1 (“the Metals AP Award”).

“Immediate Family Member” shall mean the following members of an Employee’s immediate family:

A spouse or former spouse, de facto partner or former de facto partner, child, parent, grandparent, grandchild or sibling of an employee, or a child, parent, grandparent, grandchild or sibling of an employee’s spouse or de facto partner. It includes step-relations (e.g. step-parents and step-children) as well as adoptive relations.

“Personal leave” includes paid Sick Leave and paid or unpaid Carer’s Leave as follows:

- sick leave means paid leave taken by an Employee because of a personal illness, or injury, of the Employee
- carer’s leave means paid, or unpaid leave taken by an Employee to provide care or support to an Immediate Family Member of the Employee, or a member of the Employee’s household, who requires care or support because of:
 - a personal illness, or injury, of the member, or
 - an unexpected emergency affecting the member.

“Shift Worker” shall mean an employee who works on a combination of rotating day, afternoon, or night shifts, and/or permanent afternoon or night shifts.

“Seven Day Shift Worker” shall mean an employee who:

- works in a part of the Company’s business in which shifts are continuously scheduled 24 hours a day for 7 days a week
- is regularly scheduled to work those shifts
- regularly works on Sundays and public holidays.

For the purposes of the NES a shift worker is a Seven Day Shift Worker as defined in this clause.

“Workshop” means the ALSTOM workshop presently located at 600 Creswick Road, Ballarat, Victoria 3350.

“Adult Apprentice” means:

- an adult apprentice means a person of 21 years of age or over at the time of entering an indenture.
- where an adult Employee is already employed by the Company and is offered an adult apprenticeship whilst engaged on site, he/she will do so on the basis that they retain their current hourly rate.

“Ordinary Hours” are defined in Clause 20.1 of this Agreement.

“Day Work” is defined as the work carried out between 6.00am and 6.00pm Monday to Friday inclusive.

“Normal Rate” is the base rate of pay plus any allowances.

“Early Morning Shift” is defined as a shift starting at or after 4.00am and before 6am.

“Afternoon Shift” is defined as a shift finishing after 6.00pm and at, or before midnight.

“Night Shift” is defined as a shift finishing after midnight or starting before 4.00am.

“Rotating Shifts” are when an Employee works on rostered rotating shifts i.e., day, afternoon and night.

7 OBJECTIVES

- a) The primary aim of the Company is to establish profitable long term business relationships based on trust and honest open dealings which add value to our customers businesses.
- b) The guiding principles for the Company’s internal and external relationships are flexibility, responsibility, integrity and openness. Our approach to business is that all participants share in the rewards, skills and services which the Company can supply.
- c) The parties to this agreement remain committed to their shared emphasis on performance related factors such as customer services, safety, career progression, work organisation , education and training and multi-skilling. All parts of the business will work together to:
 - i. create a customer focused facility which is capable of meeting customer requirements on quality, quantity, timeliness and price as a matter of course
 - ii. embed a continuous improvement culture into the facility’s operations to create an organisation which is efficient, safe, flexible and responsive to change
 - iii. focus its activities on achieving continuous process simplification, reducing cycle times and eliminating non-value adding activities
- d) The parties agree that satisfying customer requirements is a critical condition of achieving world’s best practice. Actions which lead to stop-works critically interfere with the ability to meet customer requirements. Accordingly, the parties agree that they will use their best endeavours to avoid actions which interfere with the need to maintain the highest degree of customer service.
- e) Effective and constructive consultation and dialogue will be the foundation of this continuous improvement.
- f) Accordingly dialogue and consultation involve:
 - i. extensive flows of information on all aspects of operation and performance
 - ii. extensive communication and open access within and between the teams and management
 - iii. Consultation will be embedded into Ballarat’s day to day operations and will be open, direct and immediate.

8 STRATEGIES TO ACHIEVE THE OBJECTIVES

- a) This Agreement and implementation of Alstom's Quality Management Program are expected to result in the following benefits:
- i. Alstom remaining internationally and internally competitive
 - ii. reduction in time taken for total procedures to be completed through the elimination of non-productive time
 - iii. reduction in wastage and rework through application of quality systems and effective planning, scheduling and information flow
- b) reduced cost inputs through more efficient use of Alstom personnel and equipment resource) To ensure the objectives of this Agreement are met, ALSTOM and its employees agree that the following strategies form an integral part of the operations:
- i. ensuring that at all times, terms and conditions of employment will be based upon specific needs of ALSTOM to meet the needs of the client
 - ii. constantly seek and be vigilant of improvements in safety, methods of production, work organization , quality and in other areas that will enhance the effectiveness of ALSTOM's operations the avoidance of any action which disrupts or impedes, operations by the prompt resolution of employees' concerns through effective communication and an agreed process of consultation and grievance handling
 - iii. ensuring that working relationships between employees are developed to promote mutual trust, cooperation and open communication of relevant information and ideas
 - iv. commitment to the development and implementation of agreed measures to improve the general level of attendance and commitment to the aims of ALSTOM. Unauthorised absenteeism is contrary to this intent
 - v. a commitment by ALSTOM to the provision of appropriate training opportunities to ensure competent performance to full capability
 - vi. maintenance of standards of conduct and attendance necessary to ensure a safe and efficient operation
 - vii. adherence to ALSTOM site dress standards.
- c) ALSTOM is committed to the health and safety of its work force and seeks to continually improve standards and conditions via the following procedures:
- i. hazard identification and risk assessment
 - ii. industry and job specific inductions
 - iii. job safety analysis
 - iv. daily Job start meetings
 - v. toolbox meetings.
- d) Additional procedures may be introduced over the term of the Agreement subject to consultation.
- e) the establishment of integrated, competent and skilled work teams as the preferred and natural organization of work groups.
- f) ALSTOM and its Employees agree that during the life of this Agreement new work arrangements may be tested and implemented to facilitate and accommodate the achievement of the intent and objectives of this Agreement.

- g) ALSTOM and its employees are committed to the full implementation of this Agreement and understand and accept that it creates enforceable obligations on each party. The employees will be expected to cooperate willingly to achieve the objectives of this Agreement, work together and accept change amicably so that everyone performs to their full capability and potential - both as individuals and where applicable, as teams.
- h) In particular, it is recognized that the achievement of on-going contracts is dependent on continually improving levels of productivity. ALSTOM and its employees realise that improved and measurable levels of productivity and quality during the term of the Agreement is a prime objective.

9 QUALITY MANAGEMENT PROGRAM

- a) Alstom and its Employees agree that a Quality Management Program is one of the best means of achieving positive outcomes. It is a process of constantly changing and adapting to new pressures and work methods. Quality Management Issues are not fixed. At any particular point in time, it is the method of operation to achieve exemplary levels of performance. Quality Management Programs are not restricted to an examination of cost but includes quality and timely completion of work in a safe and efficient manner.
- b) ALSTOM Quality Management System includes:
 - i. understanding and measuring client's needs
 - ii. job redesign through Continuous Improvement Processes
- c) Skilled workforce, committed to change (working hours, elimination of demarcation, process improvement, elimination of wastage and rework, competitive costing and pricing, improved response and service down times etc.)
 - i. employee involvement, participation and commitment
 - ii. pursuit of healthy and safe working practices/environment
 - iii. pursuit of excellence through Continuous Improvement
 - iv. demonstrated competence through training and education

Employee commitment and satisfaction ALSTOM and its Employees agree that all quality management practices should be identified and adopted in measuring and improving the efficiency of all workplace functions.

10 RELATIONSHIP TO AWARD & NES

- a) This Agreement shall incorporate the:
 - i. Manufacturing and Associated Industries and Occupations Award 2020 ("the Metals Modern Award")
 - ii. Metal, Engineering and Associated Industries (Superannuation) Award 2000 as it stood on 1 March 2006, excluding clauses 3, 4, 5 and 12 ("the Metals Super Award")
 - iii. Metal, Engineering and Associated Industries Award-1998 - Part IV - Long Service Leave as it stood on 1 March 2006, excluding clauses 3, 11, 12, 13 and 14 ("the Metals LSL Award")
 - iv. Metal, Engineering and Associated Industries (Accident Pay, Victoria) Award 1998 as it stood on 1 March 2006, excluding clauses 1.6, 1.7, 1.8, 1.9 & 3.1 ("the Metals AP Award").
- b) The abovementioned awards shall collectively be referred to herein as ("Awards" or "Award").
- c) This Agreement does not incorporate any clauses in the Awards that are not "permitted matters" or are "unlawful content" as prescribed by the Fair Work Act 2009 (Cth).

- d) This Agreement shall incorporate any employee beneficial variations to the Awards from time to time.
- e) Where there is any inconsistency between this Agreement and the Awards, this Agreement shall take precedence to the extent of the inconsistency.
- f) Any facilitative arrangements or Award flexibility clause in the Awards shall not be used.
- g) Upon incorporating the terms of the Awards into this Agreement, the incorporated Award terms are to be read as altered with the appropriate changes to make them provisions of this Agreement rather than provisions of an award. So, for example, the loadings, penalties and allowances in the Awards apply to the rate of pay due under this Agreement and references to "award" may mean "Agreement".
- h) Where terms of the Awards are worse off to employees than that provided for by Commonwealth or State Legislation in respect of the same subject matter, such Award terms will not apply to the extent that they are worse off.
- i) Existing over Award or Agreement payments and conditions of employment will continue to apply unless varied by this Agreement.
- j) This Agreement incorporates and is to operate in conjunction with the NES so as to provide the most favourable outcome to employees in any particular respect without displacing the minimum standards set by the NES. Where there is an inconsistency between this Agreement and the NES, and the NES provides a greater benefit, the NES provisions will apply to the extent of the inconsistency.

11 PROBATIONARY PERIOD

The employment of new Employees will be subject to an initial three (3) months probationary period. During an Employee's probationary period Alstom or the Employee may terminate the Employee's employment by giving the other party 1 weeks' notice or 1 week's payment in lieu of notice. The probationary period does not, in any way, affect the qualifying period under the Act.

12 EMPLOYEE RESPONSIBILITIES

As set out below:

- a) Perform such work as Alstom reasonably requires and at any location as the Employer shall from time to time reasonably require. Relocation to other sites will be by agreement only, also provided that the Employees have been trained to the level of skill and competence required to perform the duties
- b) Work in a safe manner at all times recognizing that the lack of safe work practices impact on other employers, subcontractors and client employees
- c) Undertake the training required to enable the Employee to perform varied duties. Recognise the requirement of Alstom to have an appropriate mix of classifications and skills during any hours of work
- d) Properly use all appropriate protective clothing and equipment provided for specified circumstances
- e) Use any technology and perform any duties which are within the limits of the Employee's skill, competence and training, that can safely and legally be performed
- f) Adhere to notified start and finish times for all work periods

- g) Accept changed work practices and methods and agreements on such matters that are designed to improve performance
- h) Comply with the Avoidance of Disputes-Grievance Procedure provided for in this Agreement.

13 EMPLOYMENT ARRANGEMENTS

13.1 Types of Employment

- a) Employees may be engaged on a full time, permanent part time, or for a fixed term, or on a casual basis.
- b) Unless an Employee is notified in writing at the time of engagement that they are a permanent, part time, fixed term or casual employee, they shall be a full-time employee.

13.2 Casual employee

- a) A casual Employee shall be entitled to all the applicable rates and conditions of employment prescribed in this Agreement except annual leave, personal leave, parental leave, jury service, redundancy and public holidays.
- b) On each occasion a casual Employee is required to attend work, the Employee shall be entitled to payment for a minimum of Eight hours work.
- c) A casual employee who has been engaged by the company on a regular and systematic basis for a period of three months transfers to full-time employment in accordance with clause 13.2 (d). An irregular casual employee, as defined, is not eligible to convert.
- d) The process for conversion is defined as:
 - i. The company shall give an employee who becomes eligible to convert notice in writing of the provisions of this Clause within four weeks of the employee becoming eligible. The employee remains eligible to convert under this Clause if the employer fails to comply with this notice.
 - ii. Any casual employee who is eligible to convert may give four weeks' notice in writing to the company that he or she seeks to convert his or her contract of employment to full-time employment.
 - iii. Within four weeks of receiving such notice, the company and employee shall discuss and seek to reach agreement upon the number of hours and the pattern of hours that will be worked.
 - iv. The company may not withhold agreement unreasonably.
 - v. Where agreement is not reached, the company shall give written reasons.
- e) Once a casual employee has converted to full-time employment, the employee may only revert to casual employment by written agreement with the company

13.3 Casual Rates of Pay

- a) A casual Employee for working ordinary hours shall be paid 125% of the hourly rate prescribed in this Agreement for the Employees classification.
- b) A casual Employee required to work overtime or weekend work shall be entitled to the relevant penalty rates prescribed in this Agreement provided that:
 - Where the relevant penalty rates is time and a half the Employee shall be paid 150% of the ordinary hourly rate of 125% prescribed in this Agreement for the Employee’s classification and where the relevant penalty rate is double time the Employee shall be paid 200% of the ordinary hourly rate of 125% prescribed in this Agreement for the Employee’s classification.
 - A casual Employee required to work on a public holiday shall be paid 250 % of the hourly rate of 125% prescribed in this Agreement for the Employee’s classification.

Example of rate calculation:	
Normal hourly rate:	Hourly rate, plus 25%
Time and a half hourly rate:	Hourly rate, plus 25% x (multiplied by) 1.5
Double time hourly rate:	Hourly rate, plus 25% x (multiplied by) 2
Public holiday hourly rate:	Hourly rate, plus 25% x (multiplied by) 2.5

14 RATES OF PAY

14.1 Payment of Wages

- a) Wages will be paid in equal fortnightly instalments to an Employee's nominated bank by electronic funds transfer (EFT). An Employee may nominate and authorise up to 3 accounts into which payments may be deposited by the Company on behalf of the Employee.
- b) The rates of pay are inclusive of a tool allowance.
- c) The rates of pay for each classification covered by this Agreement, including the increases, are set out in clause 14.2 and Attachment 2.
- d) All wage related allowances are in clause 15 and Attachment 3
- e) Employees will be classified into one of the classification levels, which are compatible to the Company's needs provided the employee has the appropriate qualifications. Employees will be required to carry out such duties as are within the limits of the Employees' skill, competence and training, including work that is incidental or peripheral to the Employees' main function. These classification descriptions are appended as Attachment 1.

- f) The rates are inclusive of all allowances except those specific allowances identified in clause 15 and attachment 3 and will be payable from the first full pay period on or after the dates indicated.

14.2 Wage Increases

The established hourly rates of pay and agreed increases over the life of the Agreement for employees are as follows:

	26-Sep-22	26-Sep-23	26-Sep-24	26-Sep-25
		0%	1%	2%
C13	\$38.94	\$38.94	\$39.32	\$40.11
C12	\$41.50	\$41.50	\$41.91	\$42.75
C11	\$43.87	\$43.87	\$44.31	\$45.19
C10	\$47.48	\$47.48	\$47.96	\$48.91
C9	\$49.86	\$49.86	\$50.36	\$51.36
C8	\$52.23	\$52.23	\$52.75	\$53.80
C7	\$54.63	\$54.63	\$55.17	\$56.28
C6	\$59.35	\$59.35	\$59.94	\$61.14

Supervisor				
C11	\$53.52	\$53.52	\$54.06	\$55.14
C10	\$57.93	\$57.93	\$58.50	\$59.67
C9	\$60.83	\$60.83	\$61.44	\$62.67
C8	\$63.72	\$63.72	\$64.36	\$65.64
C7	\$66.65	\$66.65	\$67.32	\$68.66
C6	\$72.41	\$72.41	\$73.13	\$65.64

- a) In the event an employee is appointed as a Supervisor, the rate of pay will correspond to the equivalent classification level (i.e. C7 to Supervisor C7 rate of pay). Once a classification is achieved, this cannot be taken away.
- b) The Company will provide the full scope of duties prior to the Employee taking the Supervisors position.

15 ALLOWANCES

Allowances in this agreement will be increased in line with the % increases identified in clause 14.2. (Except clause 15 (f)).

Allowance table is included in Attachment 2.

The following site-specific allowances will apply in addition to the hourly rates of pay in clause 14.2:

- a) **Leading Hand Allowance** - Leading Hands in charge of three (3) or more people shall be paid the relevant amount set out in Attachment 3. The Leading Hand Allowance is payable whilst an Employee is performing in the role.

- b) **Respirators** - Employees working in an environment which requires the mandatory wearing of full protective equipment which includes hood and airline respirator shall be paid 53 cents per hour extra whilst so engaged. This allowance will increase as per the amounts and dates in Attachment 3.
- c) **A Class Electrical License** - Employees who hold A Class Electrical License shall be paid at \$44.28 per week.
 - i. The Parties recognise that professional development training may be required for the renewal or retention of an electrical licence.
 - ii. Where a regulatory authority determines that an Employee is required to attend training for the purposes of licence retention or renewal, the Employee will be entitled to attend the training of their choice and attendance of that training will be without loss of pay as per the Employees ordinary weekly earnings, inclusive of any loadings or penalties.
 - iii. The training chosen by the employee should, as far as reasonably practicable, be during their ordinary hours of work. The Employer will not be obliged to pay the cost of the actual training.
- d) **Meal Allowance** - Where overtime is to be worked immediately after the completion of ordinary work on a day or shift and the period of overtime is to be more than one and a half hours, an Employee is entitled to payment of a meal allowance of \$23.89 unless:
 - iv. the Employee was notified no later than the previous day that they would be required to work such overtime, or Alstom provides the Employee with a meal. This allowance will increase as per the amounts and dates in Attachment 3.
- e) **Motor Allowance** - An Where an Employee reaches agreement with ALSTOM to use their own motor vehicle on ALSTOM business; such Employee will receive an allowance of 75 cents per kilometre and will increase as per Company policy.
- f) **First Aid Allowance** - An Employee who has been trained to render first aid and who is the current holder of appropriate first aid qualifications, such as a certificate from the St. John's Ambulance or similar body, shall be paid a weekly flat allowance of \$33.10 per week or a daily allowance of \$6.62 per day if appointed by Alstom to perform first aid duty. This allowance will increase as per the amounts and dates in Attachment 3.

16 APPRENTICE/TRAINEE

16.1 Apprentice/Trainee Agreement

- a) Alstom is committed to the development of the workforce through the engagement of trainees and apprentices. Effective from the first anniversary date of the effective date of this Agreement, the Company will engage a minimum of 10% of the tradesperson headcount as trainees/apprentices. There is no requirement for this to be done via direct hire.
- b) Apprentices/Trainees, both new and existing Employees, shall be trained for qualification in accordance with an accredited course prescribed and provided by a relevant training organization engaged by the Company for the purpose.
- c) A suitable document describing the terms of the agreement shall be provided to the Apprentice/Trainee.
- d) Apprentices/Trainees shall not be required to work overtime unless over 18 years of age.

- e) When an Apprentice/Trainee is required to attend college or school as part of their training on the day that they are rostered off, they shall observe an alternate rostered day off as agreed with the Company.

16.2 Apprentice/Trainee Rates of Pay

Apprentices/Trainees shall be paid the following percentages of the ordinary base rate of pay of the relevant classification to which the apprenticeship/traineeship applies:

Year	Rate	Adult Rate
1	50%	78%
2	60%	83.28%
3	75%	86.25%
4	88%	90.27%

16.3 Existing Employees

An existing Employee may be offered the opportunity of undertaking an Apprenticeship/Traineeship. An existing Employee who agrees to become an Apprentice/Trainee shall have their pre-Apprenticeship/Traineeship rate of pay maintained, in accordance with the pay increases contained therein, until such time as the Apprentice/Trainee rate should equal or exceed such rate.

17 NO EXTRA CLAIMS

- a) The parties to this Agreement undertake that during the period of its operation, there shall be no further claims for matters pertaining to the employment relationship, or wage increases sought, or granted, except for those specifically provided under the terms of this Agreement.
- b) This Agreement shall not operate to cause an employee to suffer a reduction in ordinary time earnings, or departures from the standards of the NES in regard to hours of work, annual leave with pay or long service leave with pay.
- c) Where any disagreement arises the parties shall follow the "Avoidance of Disputes - Grievance Procedure" contained in clause 38 of this Agreement.

18 TRAVEL

18.1 Travel

- a) An Employee who, on any day or from day to day, is required to do a job away from their accustomed workshop or depot shall, at the direction of the Company, present for work at such job at the usual starting time, provided that any additional travelling time and/or additional and reasonable fares incurred shall be paid by the Company.
- b) An Employee who, with the approval of the Company, uses their own means of transport for travelling to or from outside jobs shall be paid as per the motor allowance in clause 15(e), as varied.

18.2 Payment for Travelling

- a) The rate of pay for a passenger travelling shall be ordinary time, and for drivers shall be time and one half. (Only applicable outside ordinary hours).
- b) The maximum travelling time to be paid for shall be 12 hours out of every 24 hours.

18.3 Definition of Overnight Travel/Meal Expenses

The Company shall pay all reasonable expenses including fares, transport of tools, meals and suitable overnight accommodation, inclusive of breakfast. This allowance will increase as per the amounts and dates in Attachment 3.

For the purposes of this clause 'expenses' means:

- i. all fares reasonably incurred, air fares shall be economy class
- ii. an allowance will be payable whilst travelling overnight not exceeding for each meal taken, to a maximum value of Breakfast \$25.23 (where breakfast is not included as part of an accommodation package), lunch \$29.50 and dinner \$50.43
- iii. the allowance for breakfast, lunch, tea, or bed as the case may be, shall not be paid to Employees unless they commence their traveling from, or return to, their headquarters outside the time specified below. No allowance shall be paid where the absence from headquarters is under three hours. No allowance will be paid for a bed when a bed is not reasonably required.

If Departure before

Breakfast 0700 hours
Lunch 1230 hours
Tea 1800 hours

If return one or more days after

0800 hours
1330 hours
1900 hours

- iv. Employees shall not be paid any expenses under this clause at any one locality or place for a period exceeding three months without prior approval.

18.4 Definition of Single Day Travel Meal Expense.

Where an Employee is required to travel away from the Ballarat site and is away between 12.30pm and 2.00pm, they will be entitled to the Lunch allowance of \$29.50 and where they return after 19.00 they will be entitled to an additional dinner allowance of \$50.43. No other meal allowances are applicable.

19 OCCUPATIONAL HEALTH AND SAFETY

- a) Genuine safety issues relevant to this clause will be the province of the Safety Committee and isolated from industrial matters covered by this Agreement.
- b) All matters involving occupational health and safety issues shall be dealt with in accordance with the provisions of the occupational health and safety legislation applicable in Victoria.

20 HOURS OF WORK

20.1 Ordinary Hours

- a) The ordinary hours of work shall be 72 hours per fortnight (36 hours per week).
- b) Subject to this clause the rosters for ordinary hours will be one of the following:
 - a. Monday to Thursday inclusive; or
 - b. Tuesday to Friday inclusive;

and employees will present for work in accordance with the appropriate roster.

- c) By agreement between Alstom and a majority of employees concerned, ordinary hours not exceeding 12 on any day may be worked
- d) New rosters will be developed as circumstances require and are subject to amendment to meet the Customer's requirements and operational demands. Any such change must be agreed with the Company and the majority of Employees concerned. This does not preclude the Company reaching agreement with individual Employees about how their hours are to be arranged.
- e) Due to operational requirements the Company may need to vary hours of work during the nominal period of this Agreement. The Company will attempt to give 2 weeks' notice of any such change.
- f) Where such change involves working an afternoon shift, a 15% penalty shall be paid. Any such change must be agreed with the Company and the majority of Employees concerned.
- g) This does not preclude the Company reaching agreement with individual Employees about how their hours are to be arranged.

20.2 Shift work availability

- a) An Employee shall be required to make themselves available to work shifts as determined by the organisation from time to time, subject to other provisions of this agreement.
- b) An Employee, 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.
- c) At least twenty-four (24) hours' notice shall be given to an individual Employee who is requested to change rostered shifts.
- d) At least fourteen (14) days' notice shall be given to Employees if it is intended to alter agreed rosters.
- e) Employees working rotating shifts are entitled to the shift allowances in clause 20.3.

20.3 Shift allowances

- a) All ordinary hours performed between midnight on Sunday to midnight on Friday shall be subject to payment of the following shift penalties:
 - i. Early Morning Shift 15%
 - ii. Afternoon Shift 15%
 - iii. Night Shift 30%
- b) An afternoon/night shift that does not continue for four (4) consecutive night shifts will be paid as per clause 24 overtime

20.4 Shift Transition:

- a) When shift work is necessary it must, wherever reasonably practicable, be so arranged that Employees have at least 10 consecutive hours off duty between the works of successive working days.

- b) When transitioning from an afternoon or night shift, back to a day shift the employee must have a minimum 10hr break.
- c) The portion of the employees ordinary shift the following day that is not worked as a result of the provisions of clause 20.4 (b) shall be paid for at the rate of ordinary time unless otherwise provided for in this Agreement. Where the employee is unable to take the 10-hour break provided for in clause 20.4 (b), they shall be paid at the appropriate penalty rate until such time as they are able to take the break.
- d) Where the provisions of clause 20.4(a) cannot be applied an Employee transitioning to shift work shall be paid penalty rates for the first shift.
- e) An Employee who works on afternoon or night shift which does not continue: Monday to Friday for at least four successive afternoon or nights shall be paid as per clause 24, in addition to the employees' ordinary rate.
- f) Payments referred to in clause 20.4 (e) are not applicable where an employee does not work a full five shifts due to where part of the week includes a Public Holiday or where an RDO, EDO or Personal leave is taken, or where the Employee has requested to change shifts due to personal reasons

21 REST BREAKS

- a) Employees working will be entitled to the following breaks when working:
 - i. rest period of 15 minutes each morning, without deduction of pay unless otherwise agreed
 - ii. a further 31-minute unpaid break, Monday to Friday provided that when an employee is required to work beyond 6hrs from commencing ordinary time without a meal break he/she will be entitled to time and half for all time worked until a meal break is provided or work is ceased for the shift.
 - iii. 20 minutes shall be allowed to shift workers each shift for crib which shall be counted as time worked. No shift worker shall work more than 6 hours without a break for a meal.

Example:

An employee engaged as a day worker who does not undertake shift work, is entitled to 1 (one) 15 minute paid break and a further 31 minute unpaid break.

An employee engaged as a shift worker as defined, will be entitled to 1 (one) 15 minute paid break and 1 (one) 20 minute paid break.

22 Rostered Days Off / Extra Days Off

- a. Those employees with an existing RDO/EDO entitlement at the commencement of this agreement will maintain existing accruals.
- b. Subject to clause 22(a) those employees with an existing RDO/EDO entitlement will be permitted to take these entitlements by agreement with management, agreement will not be unreasonably withheld and subject to operational requirements.

- c. For the avoidance of doubt the parties acknowledge that existing and new employees will not be entitled to the accrual of RDO/EDO's under the life of the Agreement.

23 Part-time Employment

- a) Employees may be engaged to work on a part-time basis involving a regular pattern of hours, which shall average less than 36 ordinary hours per week provided that before commencing part-time employment, the Company and Employee/s concerned must agree upon (the arrangement):
- i. the hours of work to be worked
 - ii. the days upon which they will be worked
 - iii. starting and finishing times
 - iv. the classification applying to the work to be performed
 - v. the Employees concerned are entitled to be paid for the hours agreed upon
 - vi. the terms of the arrangement may be varied by mutual consent
 - vii. the arrangements and any variations to it shall be in writing and retained by the Company. A copy of the arrangement, and any variation, shall be provided by the Company to the Employee concerned
 - viii. otherwise, the terms of this Agreement shall apply pro rata to part-time Employees on the basis that ordinary weekly hours for full-time Employees are 36hrs
 - ix. part-time Employees required by the Company to work in excess of the agreed hours shall be paid overtime for such hours.
 - x. part-time Employees whose normal paid hours fall on a public holiday, but who are not required to work that day shall not lose pay for that day. Part-time Employees required to work on such public holiday shall be paid in accordance with the relevant overtime clauses in this agreement.

24 OVERTIME

- a) All Employees may be required to work by the Company a reasonable amount of overtime. Overtime is payable for work performed outside the ordinary hours of work. Overtime shall be calculated on the ordinary hourly rate.
- b) Hours worked outside the ordinary hours shall be paid at time and a half for the first 3 hours (Monday to Friday) and double time thereafter. Overtime on Saturday will be a minimum of 4 hours and paid at double time.
- c) Hours worked on a Sunday will be paid at double time for a minimum of 4 hours. Overtime worked on a Public Holiday will be paid at double time and a half for a minimum of 4 hours.
- i. except as herewith provided, all time worked in excess of or outside of the ordinary working hours on any day, shall be paid for at the rate of time and a half for the first three hours and double time thereafter
 - ii. work on a Sunday shall be paid at double time
 - iii. work on a Public Holiday in clause (31) shall be paid at the rate of double time and a half for all hours worked
 - iv. when overtime work is necessary it must, wherever reasonably practicable, be so arranged that Employees have at least 10 consecutive hours off duty between the works of successive working days an Employee who works so much overtime between the termination of ordinary work on the one day and the commencement of ordinary work on the next day shall have at least ten (10) consecutive hours off work without loss of entitlement prior to reporting for normal duty. In

addition, the employee will be paid at ordinary time rates for the time that the Employee was not able to work due to the 10-hour break.

- v. if on the instructions of the Employer, an employee resumes or continues work without having had ten (10) consecutive hours off duty, the Employee shall be paid at double time rates until the employee is released from duty. The Employee is then entitled to be absent until they have had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during the absence.
- vi. the provisions of this sub-clause are equally applicable to an Employee called into work on a Sunday or Public Holiday immediately preceding an ordinary working day overtime would as a result of a recall still not be regarded as overtime for the purpose of this sub-clause, when the actual time worked is less than the minimum paid hours
- vii. by agreement between Alstom and the individual Employee, the 10-hour break provided for in this clause may be reduced to a period no less than 8 hours.
- viii. the provisions of this clause will apply in the case of shift workers as if 8 hours were substituted for 10 hours when overtime is worked. For the purpose of changing shift rosters, or where a shift worker does not report for duty and a day worker or a shift worker is required to replace the shift worker.
- ix. Subject to sub-clause 15 (d) an employee required to work overtime for one and a half hours or more shall be supplied with a meal by the Employer or be paid \$21.02 for a meal, either will be at the Employer's discretion. The amount for this allowance will increase as per the amounts and dates in Attachment 3.
- x. The provisions of sub-clause 15(d) do not apply in respect of any period of overtime for which the Employee has been notified on the previous day or earlier that they shall be required to work overtime.
- xi. An Employee working overtime shall be allowed a rest break of twenty (20) minutes without deduction of pay after each four hours of overtime worked, but this provision shall not prevent any agreed arrangement being made for the taking of a longer meal interval without pay.
- xii. Where overtime is to be worked immediately after the completion of ordinary work on a day or shift and the period of overtime is to be more than one and a half (1'30") hours, an Employee, before starting the overtime is entitled to a rest break of 20 minutes to be paid at ordinary rates.

25 CALL OUT – CALL BACK

An Employee recalled to work after leaving the workplace, is to be paid for a minimum of four hours' work at the rate of time and one half for the first three hours and double time thereafter (or double time for the full period for continuous shift workers).

26 INCOME PROTECTION INSURANCE-

- a) The Company shall make deductions for Income Protection Insurance to those Employees who elect to take it up through a provider as agreed (Protect).
- b) Where the Employee elects to take up this option from the date this Agreement is implemented the wages shall be reduced by the amount equivalent to the insurance premium charged to the Employee and deducted by the Company as a payroll deduction.
- c) Where an employee elects to salary sacrifice income protection, the employee will receive pay for their classification rate as specified in this Agreement less the amount equivalent to the amount that the employee has nominated in accordance with a salary sacrifice arrangement.

27 PERSONAL LEAVE

27.1 Personal/Carers leave

- a) Personal/carer's leave is provided in accordance with the provisions of the NES.
- b) A permanent / fixed term employee in their first year of employment accrues 1 day per month to a maximum of 10 Days (as defined) and then is entitled to an additional 10 days paid personal leave on their anniversary date. This leave is cumulative and can be used for absences from work either:
 - i. due to personal illness or injury [sick leave], or
 - ii. to provide care or support to a member of the Employee's immediate family or household who requires the Employee's care or support because of a personal illness or injury of that person or an unexpected emergency affecting that person [carer's leave].
- c) Employees are required to promptly notify the Company of any illness or injury that will cause the Employee to be absent from work and the approximate period of that absence.
- d) No payment is made in lieu of unused personal leave on termination of employment.

27.2 Documentary Evidence for Payment

- a) Employees will be entitled to up to two days without a certificate to a maximum of 2 occasions (4 days) in a 12-month period.
- b) In respect of any absence in excess of the abovementioned 2 occasions (4) days or for 3 or more consecutive days, the following evidence will be provided:
 - i. if it is reasonably practicable to do so – a medical certificate from a registered health practitioner, or
 - ii. if it is not reasonably practicable to do so – a statutory declaration.
- c) Failure to provide such proof will result in non-payment of personal leave, except where an Employee is unable to comply due to circumstances beyond their control.
- d) The Company may ask for supporting evidence for carer's leave on each occasion, as follows:
 - i. if care or support is required because of personal illness, or injury, to a member of the Employee's immediate family or household – a medical certificate from a registered medical practitioner, or a statutory declaration made by the Employee in respect of the immediate family member or household member, or
 - ii. if the care or support is required because of an emergency affecting a member of the Employee's immediate
 - iii. family or household – a statutory declaration made by the Employee.

27.3 Unpaid Carer's Leave

Where a full time or part time Employee has exhausted his/her paid carer's leave entitlement, and in the case of casual Employees, up to two days' unpaid carer's leave per occasion is available.

27.4 Parental Leave

a) Secondary Caregiver Leave

- i. An Employee who has completed twelve months service at the date of birth or date of adoption of a child and who makes a statutory declaration that they are the secondary caregiver of the child, may be granted parental leave with pay for a period not exceeding one week, or for periods that in the aggregate do not exceed one week, provided that such leave shall commence not more than:
 - (A) one week prior to the expected date of birth or adoption of the child, or
 - (B) five weeks after the birth or adoption of the child. (This means the leave should be completed no later than six weeks after the birth or date of adoption).
- ii. In cases of still birth, paid parental leave may be granted subject to the production of substantiating medical evidence but not in cases where the pregnancy terminates earlier than twenty weeks prior to the expected date of delivery.
- iii. Employees may also apply to be granted unpaid parental leave on the proviso that the Employee will be the primary care giver for the child during the period concerned and that they will not be having time-off with a spouse or de facto spouse who is on parental leave. The maximum period of leave granted both paid and unpaid parental leave should not exceed 52 weeks.

b) Primary Caregiver Leave

- i. An Employee who has completed twelve months service by the date of commencement of primary caregiver leave is entitled to be granted primary caregiver leave with pay for a total period of twelve weeks at the commencement of the Employee taking primary caregiver leave.

The maximum leave granted, both paid and unpaid, will not exceed 52 weeks.

Eligibility for paid primary caregiver leave requires production of a certificate from a legally qualified medical practitioner stating that the Employee or the employee's partner is pregnant or that

the employee is adopting a child and specifying the date of the expected birth or adoption.

Where an Employee has been employed on a part time basis for all or portion of a continuous period of employment of twelve calendar months the Employee is entitled to be granted paid primary caregiver leave on a proportionate basis.

- ii. A pregnant employee should not be permitted to continue on duty beyond six weeks prior to the expected date of delivery (except as outlined in sub-clause (c) and any entitlement to paid primary caregiver leave should commence from this date. Resumption of duty should not be permitted earlier than six weeks after the actual date of delivery.
- iii. A pregnant employee may in some cases be given permission to continue to work in her current position during the six week period referred to in sub-clause (a)(i) (A) However, to do so she should before the period of "mandatory absence" is due to commence, furnish her supervisor with a certificate from a registered medical practitioner certifying that she will be fit for the full duties of her current position until a specified date prior to the confinement.

In such cases the twelve-week period of parental leave will then be due to commence immediately after the date to which she has been allowed to continue on duty. Where permission is given for an Employee to continue to perform duty and she is unexpectedly confined before the date up to which she had been given permission to remain on duty, the permission to remain on duty ceases to have effect and parental leave commences from the date of confinement.

- iv. Where the confinement occurs more than six weeks prior to the expected date of delivery the total period of twelve weeks should be counted from the actual date from which parental leave is granted.
- v. Where the pregnancy of an Employee terminates earlier than twenty weeks prior to the expected date of delivery, there is no entitlement to paid parental leave.
- vi. Employees may be granted additional leave after the period of parental leave has expired as a deduction from other leave credits and/or leave without pay.
- vii. Payment in respect of parental leave should not be made in advance, but paid in accordance with normal arrangements for payment of salary.
- viii. For the purpose of this clause "confinement" shall mean the delivery of a child (alive or stillborn) or other termination of pregnancy that occurs not earlier than twenty weeks before the expected date of birth.

c) Right to request extension of parental leave

- i. An Employee entitled to parental leave pursuant to the provisions of the National Employment Standards may request the Company to allow the Employee:
 - a) to extend the period of simultaneous unpaid parental leave provided for in the National Employment Standards up to a maximum of eight weeks
 - b) to extend the period of unpaid parental leave provided for in the National employment Standards by a further continuous period of leave not exceeding 12 months
 - c) to return from a period of parental leave on a part-time basis until the child reaches school age
 - d) to assist the employee in reconciling work and parental responsibilities.
- ii. The Company shall consider the request having regard to the Employee's circumstances and, provided the request is genuinely based on the Employee's parental responsibilities, may only refuse the request on reasonable business grounds related to the effect on the workplace or the Company's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency, and the impact on customer service.
- iii. The Employee's request must be made in writing, and a request made under clause 27.4-(c)(i)(A) must be made at least 4 weeks prior to the cessation of the first 12-month period of unpaid parental leave.
- iv. The decision of the Company must be communicated to the Employee in writing within 21 days of the request being made and provide details of the reason for any refusal

28 COMPASSIONATE LEAVE

- a) Compassionate leave is provided for in accordance with the provisions of the NES.
- b) Employees are entitled to up to 3 days compassionate leave per occasion:

- i. to visit a member of the Employee's immediate family or household who contracts or develops a life-threatening personal illness or sustains a life-threatening personal injury, or after the death of a member of the Employee's immediate family or household.
- c) Employees are required to promptly notify the Company of any illness or injury or death of an immediate family or household member that will cause the Employee to be absent from work and the approximate period of that absence. The Company may ask for supporting evidence for compassionate leave on each occasion.
- d) Payment in respect of compassionate 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, he/she would have been off duty in accordance with his/her roster including a programmed leisure day/extra day off, long service leave, sick leave, injury leave, leave without pay or on a public holiday.
- e) This entitlement to compassionate leave is in place of any award, agreement or other entitlement to bereavement leave.

29 ANNUAL LEAVE

29.1 Annual Leave

- a) Full-time Employees will accrue a maximum of 20 days of paid annual leave per year in accordance with the NES. Part-time Employees will accrue a pro rata entitlement to annual leave in accordance with the NES.

29.2 Annual Leave in one or more Separate Periods

- a) Annual leave is to be given by the employer and taken by the employee in up to four separate periods.
- b) However, one period of annual leave must be of at least seven consecutive days, including non-working days:
 - i. the taking of annual leave accrued by an Employee on or after the day this Agreement commences operation, including any direction by Alstom to take annual leave, will be subject to the requirements of the NES
 - ii. an employee before going on leave shall be paid the wages the employee would have received in respect of the ordinary time (excluding shift penalties/allowances) the Employee would have worked had the Employee not been on leave during the relevant period.

29.3 Annual Leave Loading

In addition to any other sum payable for annual leave, Employees shall be entitled to an annual leave loading of 17.5%, paid proportionately on the amount of leave granted. An employee who would have worked on shiftwork had they not been on leave must be paid a loading equal to 17.5% or the shift loading including relevant weekend penalty rates, whichever is the greater but not both.

29.4 Substitution of Sick Leave for Annual Leave

- a) If the period during which an Employee takes paid annual leave includes any other period of paid leave specified in this Agreement (other than community service leave), the Employee is taken not to be on paid annual leave for the period of that other leave.

- b) An Employee who wishes to substitute paid annual leave for another form of paid leave (other than community service leave) will still need to provide evidence of the need to take that other leave as required by this Agreement or the National Employment Standards.
- c) If any Public Holiday (as defined in clause (31) falls within an Employee's period of annual leave and is observed on a day which that Employee would have ordinarily worked, an additional day's leave will be granted to the Employee for each Holiday which falls during that period of time.

29.5 Entitlements on Termination of employment

- a) Employees will be entitled to the payment of their annual leave balance on termination of employment.
- b) If an Employee's employment is terminated for any reason, the Employee must pay Alstom an amount equal to any annual leave taken by the Employee, which they had not yet accrued. Alternatively, at its election, Alstom can deduct an amount in lieu of such leave from any monies owing to the Employee on termination of their employment.
- c) The provisions of this clause shall not apply to casual Employees.
- d) Low business activity:

During periods of low business activity, at the discretion of the Manager, Employees may be requested to take a portion of their accrued annual leave and such leave may be taken by agreement.

30 SHUT DOWN

The Company may direct Employees to take accrued annual leave during the Ballarat Workshop annual shut down with no less than 4 weeks' notice. If an Employee does not have sufficient accrued annual leave the Company may after consultation with the employee and after all avenues have been explored

the Company may direct the Employee to take unpaid leave or leave in advance of accrual.

31 PUBLIC HOLIDAYS

- a) An Employee shall be entitled, without loss of pay, to public holidays as follows:

- New Year's Day
- Australia Day
- Labour Day
- Good Friday
- Easter Saturday
- Easter Monday
- Anzac Day
- Queen's Birthday
- Melbourne Cup Day
- Christmas Day
- Boxing Day

or where the Victorian Government gazette an alternate or additional day or such other day as is generally observed in a locality as a substitute day.

- b) For the purposes of this Agreement, where Anzac Day, Christmas Day, Boxing Day and Australia Day fall on a Saturday or Sunday, the substitute days will be as per that prescribed in the Victorian Government Gazette.

- c) When Christmas Day, Boxing Day or New Year's Day fall on a Saturday or Sunday, the following Monday or Tuesday is an additional public holiday.
- d) The Company and an individual Employee may agree to the Employee taking another day as the public holiday in lieu of the day which is being observed as the public holiday in the enterprise or relevant section of the enterprise.
- e) Where a public holiday falls on an off rostered day (e.g the Friday for a Monday to Thursday employee or the Monday for a Tuesday to Friday employee), the employee shall be paid at their rostered shift rate i.e 9 hours.

32 LONG SERVICE LEAVE

- a) An Employee is entitled to 13 weeks Long Service Leave with pay after the completion of 10 years continuous service
- b) Additional entitlements accrue at the rate of 1.3 weeks leave for each additional completed year of service.
- c) Where an Employee has completed at least seven years continuous service pro-rata long service leave may be taken with the approval of the Company. If employment is terminated by the Employee in a lawful manner, or by the Company for any reason other than serious and wilful misconduct, pro-rata long service leave will be granted.
- d) In cases where an Employee retires on account of age or ill health, dies or is terminated on the grounds of redundancy, entitlement to long service leave is subject to a minimum of 4 years completed continuous service and is computed on the basis of 1.3 weeks leave for each completed year of service.
- e) 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.
- f) For the purposes of this sub-clause half pay means pay computed at half the rate that would have been received had the leave been granted at full pay.
- g) In calculating the period of service for long service leave purposes any continuous period of leave of absence without pay for one month or more is to be excluded.
- h) All other matters are covered by the Victorian (State) Long Service Leave Act (as amended). All Employees will be entitled to long service leave in accordance with the applicable legislation (as amended from time to time).

33 SUPERANNUATION

- a) The Company will pay an amount equivalent to the prevailing Superannuation Guarantee Charge (SGC) into an approved Superannuation Fund, being CBUS, Australian Super or VicSuper or any other complying fund.
- b) For the purposes of contributions, "ordinary time earnings" will mean the actual ordinary rate of wage the Employee receives for ordinary hours of work, including tool allowance, leading hand allowance, all-purpose allowances, travel allowance, shift loading and any regular over award payment (i.e. site allowance for ordinary hours only). All other allowances and payments are excluded.

- c) Where an Employee elects to salary sacrifice additional superannuation contributions and the Company agrees, the employee will receive pay for their classification rate as specified in this Agreement less the amount equivalent to the amount that the employee has nominated in accordance with a salary sacrifice arrangement. Any taxation requirements arising from such a salary sacrifice arrangement are the responsibility of the employee.

34 JURY SERVICE

- a) A Permanent/ fixed term Employee required to attend for Jury Service during rostered hours shall notify their supervisor as soon as possible prior to the commencement of the service and indicate the expected duration of attendance for Jury Service.
- b) If an Employee is required to attend for Jury Service, they shall receive their normal rostered ordinary time pay provided the Company receives proof of their attendance.

35 COMPANY ISSUED CLOTHING AND PROTECTIVE EQUIPMENT

- a) To ensure that a business-like image is maintained, all Employees who are issued such clothing are required to wear Company issued clothing whilst at work.
- b) It is a requirement to wear all safety clothing and protective equipment provided whilst at work and to ensure its proper care, maintenance and storage.
- c) Replacement of work clothing and protection equipment is on the basis of 'fair wear and tear'.
- d) All things being equal, the Company will endeavour to purchase Australian made products.

36 FACILITIES

The Company will continue to provide facilities including the provisions of, lockers, drinking and boiling water, heating and cooling, ventilation, and rest room facilities. Any disagreement about the adequacy of facilities shall be dealt with through the consultative process and/or disputes procedure of this agreement. Company will provide Coffee, Tea, Biscuits, Milk & Sugar.

37 TRANSITION TO RETIREMENT

- a) The Company is supportive of Employees who are approaching retirement and who wish to do so in a graduated way, progressively reducing the intensity of their work commitments as they transition to retirement.
- b) Employees who have indicated their intention to retire from the Company may consider requesting to participate in a TTR arrangement. Upon requesting to enter into a TTR arrangement the employee will be required to clearly confirm in writing their planned retirement date to enable the Company to assess the ability to meet the TTR request.
- c) Transition to retirement arrangements that may be available to Employees include:
 - i. reduction of working hours (i.e., part-time employment);
 - ii. job-sharing;
 - iii. refocusing the Employee's responsibilities and duties;
 - iv. project based work and secondments;
 - v. appointment to a role focused on training or mentoring other Employees;
 - vi. accessing long service leave or other paid or unpaid leave entitlements on a regular and systematic basis.

- d) The availability and suitability of any transition to retirement arrangements set out above will be assessed on a case-by-case basis, with consideration for the operational requirements of the Company and the long-term benefits of retaining the Employee's knowledge and skills.

38 AVOIDANCE OF DISPUTES

- a) This procedure applies to disputes arising to any matter under this Agreement or in relation to the NES. To avoid doubt Employees may be represented by a person of their choice at all stages of this process.
- b) The objective of the Company, Unions and employees in this procedure is to avoid and settle disputes by direct consultation and negotiation and to avoid interruption to the performance of work and the consequential loss of production and remuneration.
- c) It is the intention of the procedure to resolve by direct consultation and negotiation between the Company, Unions and employees any grievance, dispute, claim or problem on any industrial matter, including the NES, with the exception of safety issues.
- d) The following four stage procedure shall be adhered to resolving matters under this clause:
- i. discussion shall take place between the Union, appropriate Union delegate and/or Employee/s concerned, the Employee/s' immediate supervisor/s and, at the Employee/s' request, the Employee/s' nominated representative. The immediate supervisor will act promptly and cooperatively
 - ii. if the dispute has not been resolved, discussions shall take place between the Union, appropriate Union delegate and/or Employee/s concerned, senior management, and the Employee/s' nominated representative if there is one
 - iii. if the dispute has not been resolved, discussions shall take place between the Union, appropriate Union delegate and/or Employee/s' nominated representative, and nominated Company representatives
 - iv. if the dispute has not been resolved, discussions shall take place between the Union, appropriate Union delegate and/or Employee/s' nominated representative and nominated Company senior representatives.
- e) The earliest possible advice should be given by one party to the other of any issue or problem that may give rise to a grievance or dispute.
- f) Throughout each of the above stages of the procedure, all relevant facts shall be clearly identified and recorded and reasonable time limits allowed for completion of the various stages of the discussion. At least seven days should be allowed for all stages of the discussion to be finalised.
- g) The Company, Employees and Unions are committed to achieving negotiated settlements without work stoppages. However, if the negotiation process is exhausted without the dispute being resolved, Fair Work Commission is empowered to arbitrate over the matter, provided that the arbitration is limited to the interpretation, application or process of implementation of a term or terms of this Agreement. In so arbitrating, Fair Work Commission may exercise the procedural powers under the Act in relation to hearings, witnesses, evidence and submissions which are necessary to make the arbitration effective. The decision of Fair Work Commission will bind the parties to the dispute, subject to either party exercising a right of appeal against the decision to a Full Bench. Any outcome cannot be inconsistent with legislative requirements.

- h) The Company and employees agree that during the resolution of matters in accordance with this clause there is a commitment to avoid stoppages of work, lockouts or any other bans or limitations on the performance of work.
- i) The Company shall ensure that all practices applied during the operation of these procedures are in accordance with safe working practices.
- j) Where a dispute exists and while that dispute remains unresolved and is being addressed through this procedure, the parties will return to the situation and arrangements that existed prior to the issue which caused the dispute, such that no party is prejudiced during the procedure to resolve the matter.
- k) At all stages of the procedure, the Company and the employees concerned can have the representatives of their own choice.

39 TRADE UNION TRAINING LEAVE

- a) An Employee who is an elected Union Delegate or equivalent employee representative and who is nominated by his/her Union to attend accredited Trade Union Training courses may receive paid leave for such attendance.
- b) Paid leave totalling no more than five (5) days in any calendar year may be granted, provided that the Employee can be released from his/her work.
- c) The Union concerned shall provide the Company with the course accreditation number and title, dates, and times on which the course will be presented and the course venue.
- d) Payment will only be provided where a loss of ordinary time pay is involved.

40 SHOP STEWARDS/EMPLOYEE REPRESENTATIVES

40.1 Representation

- a) For the purposes of this Agreement "employee representative" means an Employee elected/appointed by one of the Unions in accordance with its rules as a Shop Steward ("Shop Stewards" or "union delegates") and selected by an Employee to represent the Employee, or such other representative that may be selected by an Employee to represent the Employee
- b) Shop Stewards and other employee representatives and Health and Safety Representatives shall be allowed all time reasonably necessary during working hours to attend to their roles as representatives under this Agreement.
- c) Shop Stewards and other employee representatives shall consider the Companies business requirements in their dealing.

40.2 Appointment of Shop Stewards and Employee Representatives

- a) The Company, Employees and Unions recognise that Employees have the right and expectation of representation in relation to employment issues from genuine Shop Stewards or other employee representatives. The Company must not interfere in the selection by Employees of their Shop Steward or other employee representatives.

- b) The Company recognises that Union members employed by the Company have a right to be represented by their Union, in the consultation and dispute resolution arrangements in this Agreement.

40.3 Shop Stewards/Employee and Health and Safety Representatives

- a) The Company, Employees and Unions recognise the important role of the Shop Stewards and other employee representatives and Health and Safety Representatives. The Shop Stewards and other employee representatives and Health and Safety Representatives have a key role in the early intervention in industrial disputes and Health and Safety issues under this Agreement. All Shop Stewards will advise their immediate supervisor or leading hand prior to leaving their work areas to deal with relevant issues.
- b) Shop Stewards and other employee representatives shall have no role in determining which Employees work overtime or otherwise, however they may have a role in ensuring agreed overtime rosters are fairly and properly implemented.
- c) Nothing in this clause requires or permits the provision of information about Employees to the Unions or to a member of one of the Unions acting in a representative capacity, officer, or employee of one of the Unions.
- d) New employees will be provided with the names of each elected delegate and their relevant union also the elected delegates will be provided with the names and classifications of the new employees

40.4 Consultative Committee

- a) The parties agree to establish a consultative committee to assist the parties improve productivity, efficiency and to provide for the effective involvement of employees in the decision-making process. The committee will consist of an equal number of Alstom and employee representatives. This committee will meet at a minimum once per month. At times special meetings may be required to address issues.
- b) The objectives of the committee are to investigate, determine, and make recommendations on matters including but not limited to:
 - i. Introduction of new technology.
 - ii. Changes to work organisation.
 - iii. Expansion and investment.
 - iv. Quality.
 - v. Productivity improvement.
 - vi. New management practices
 - vii. On time delivery preparation.
- c) The functions to the Committee are:
 - i. To increase understanding of Alstom's objectives and plans and to promote a more co-operative approach to resolving problems within the site.
 - ii. To identify problems and work co-operatively to develop solutions in all areas of the site.
 - iii. To promote improved industrial relations through consultation and discussion with a view to minimising unnecessary lost time through inefficient practices.
 - iv. To consult and consider efficient means to improve safety, quality assurance and the environmental effects of the site.
 - v. To manage the ongoing implementation of a consultative mechanism and procedures for restructuring the enterprise to increase efficiency, productivity and competitiveness of the plant.

- d) The Committee shall consist of the following representation:
- i. Four employee representatives elected by employees from agreed work areas engaged on work covered by this Agreement.
 - ii. Alstom may choose equal numbers (or less) of management representatives including the Project Manager or his nominee.
 - iii. Employee representatives on the committee will have adequate time and access to the employees they represent:
 - iv. 1 week prior to the Committee meetings the elected representatives will be provided 15 minutes or where agreed longer periods as required (scheduled time to be agreed with management) to prepare for agenda items and submit to management for inclusion of the next scheduled meeting.
 - v. Where issues are of significant nature the parties may agree that report back meetings are necessary, on specific issues discussed.
 - vi. Committee members will be provided with all relevant information and access to documentation and data pertaining to the subject matter in order to assist the consultative process, except where Alstom Limited is unable to do so for privacy or confidentiality reasons.

41 SUPPLEMENTARY LABOUR

41.1 Supplementary Labour

- a) Supplementary labour will be available to cover excessive workloads caused by increases in work or for special programs or where a particular skill is not available. It is recognised that in some instances a rapid response to the workload is required.
- b) Prior to the employment of supplementary labour, where practical the training and or transfer of existing Employees will be considered. Training will be considered when the skill requirement is long term and the work is 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.
- c) During the employment of supplementary labour, no permanent Employee of the same occupation who is available to transfer to this work will be declared surplus.
- d) Consultation with Employees and Unions will occur in order to demonstrate that an excess workload exists or that a particular skill is not readily available. Consultation will occur at the local level with the final determination being made by the senior manager.
- e) Whenever practical, employment will be by a term contract for an initial period no longer than twelve (12) months where an employee is being engaged for a period longer than 6mths the delegates will be advised, or as otherwise permitted by applicable law, and as agreed by the Company, Employees and Unions.
- f) Fixed term labour shall be engaged at the classification level under this Agreement as applicable, and as appropriate to the work to be undertaken, and paid accordingly.
- g) The engagement of supplementary labour is to be used to support the existing full time Employees in overcoming excessive workloads or skill shortages and not to reduce the full-time workforce numbers.

- h) In the event of a dispute over this process, the Company, Employees and Unions are committed to the process contained in the Dispute Settling Procedure as set out in this Agreement.

41.2 Contractors

In respect of work that is covered by this Agreement, the Company shall only use a contractor if the wages and conditions which apply to it and/or its employees are the same or better overall than those provided for in this Agreement.

42 TERMINATION OF EMPLOYMENT

- a) In order to terminate the employment of an Employee Alstom must give to 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

- b) In addition to the notice above, 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.

- c) Payment in Lieu of Notice:

- a) payment in lieu of the notice prescribed in sub-clauses (a) and (b) above must be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.
- b) the required amount of payment in lieu of notice must equal or exceed the total of all amounts that, if the Employee's employment had continued until the end of the required period of notice, Alstom would have become liable to pay to the Employee because of the employment continuing during that period. That total must be calculated on the basis of:
 - i. the Employee's ordinary hours of work (even if not standard hours), and
 - ii. the amounts ordinarily payable to the Employee in respect of those hours, including (for example) allowances,
 - iii. loading and penalties, and
 - iv. any other amounts payable for all purposes during ordinary hours under this Agreement.
- c) The period of notice in this clause does not apply:
 - i. in the case of dismissal for serious misconduct

- ii. to apprentices (termination provisions for apprentices are provided by the relevant Apprenticeship Authority)
 - iii. to Employees engaged for a specific period of time or for a specific task or tasks
 - iv. to trainees whose employment under a traineeship agreement or an Approved traineeship is for a specified period or is, for any other reason, limited to the duration of the traineeship agreement, or
 - v. to casual Employees.
- d) The notice of termination required to be given by an Employee shall be the same as that required of Alstom, except that there is no additional notice based on the age of the Employee concerned this notice may be reduced by agreement between the employer and employee.
- e) If an Employee fails to give the notice set out above, then Alstom has the right to withhold monies due to the Employee to a maximum amount equal to the amount the Employee would have received if they had worked out their notice.
- f) Alstom has the right to dismiss any Employee without notice for serious misconduct and in such cases any entitlements under this Agreement are to be paid up to the time of dismissal only.
- g) Should an Employee have three (3) consecutive days of unauthorised absence from work, the Employee will be deemed, prima facie, to have abandoned his/her employment unless, through exceptional circumstances he/she has been unable to communicate his/her absence to the Company.
- h) Where a business is transmitted from one employer to another, as set out in clause (43) - Redundancy, the period of continuous service that the Employee had with the transmitter, or any prior transmitter is deemed to be service with the transmitted and taken into account when calculating notice of termination. However, an Employee shall not be entitled to notice of termination or payment in lieu of notice for any period of continuous service in respect of which notice has already been given or paid for.

43 REDUNDANCY

43.1 Redundancy

- a) Where the Company has made a decision that it no longer wishes the job an Employee has been doing to be done by anyone and this is not due to ordinary and customary turnover of labour, and that decision may lead to termination of employment, the Company will hold discussions with the Employees directly affected and if requested with their representative(s).
- b) The discussions shall take place as soon as is practicable after the Company has made a definite decision which will involve the provisions of paragraph (1) and shall cover any reasons for the proposed terminations, measures to avoid or minimise the terminations and measures to mitigate any adverse effects of any terminations on the Employees concerned.
- c) For the purposes of the discussion the Company shall, as soon as practicable after making a decision but before any terminations, provide in writing to the Employees concerned and if requested their representative(s), all relevant information about the proposed terminations including the reasons for the proposed termination, the number and categories of Employees likely to be affected, and the number of workers normally employed and the period over which, or the time when the terminations are likely to be carried out. Provided that the Company shall not be required to disclose confidential information the disclosure of which would be harmful to its interest.
- d) If termination of employment on the ground of redundancy is still necessary after following the procedures set out above, the formula to apply is as follows:

43.2 Redundancy Formula

- a) Four weeks' severance pay, plus
 - i. 4 weeks' pay for each completed year of service with the Company to a maximum of 28 weeks.
 - ii. Where the payments as per sub clause (b a) are made and are less than the NES entitlements the company will ensure the minimum payment meets the NES standards and pay any shortfall.
- b) The provisions of this clause do not apply to the following Employees:
 - i. Employees dismissed as a consequence of serious misconduct that justifies dismissal without notice
 - ii. Employees serving a probationary or qualifying period
 - iii. trainees
 - iv. Employees engaged for a specific period of time (fixed term) or for a specified task or tasks, and
 - v. casual Employees.

43.3 Comparable Employment, Transmission of Business and Outsourcing

- a) An Employee will not be paid a severance redundancy payment in circumstances where the Employee is offered comparable employment, including circumstances where the Employee rejects the offer of comparable employment or fails to co-operate with or participate in the relevant recruitment/selection process.

- b) An Employee will not be paid a redundancy payment where the business or part of the business is outsourced or transmitted from an employer (in this sub-clause called the “old employer”) to another employer (in this sub-clause called the “new employer”), in any of the following circumstances:
- i. where the Employee accepts employment with the new employer which recognises the period of continuous service which the Employee had with the old employer to be continuous service with the new employer
 - ii. where the Employee rejects an offer of comparable employment with the new employer
 - a) in which the terms and conditions are no less favourable, considered on an overall basis, than the terms and conditions applicable to the Employee at the time of ceasing employment with the old employer; and
 - b) which recognises the period of continuous service which the Employee had with the old employer to be continuous service with the new employer.
 - iii. “Comparable employment” means employment on terms and conditions that are no less favourable, when considered on an overall basis, than the terms and conditions which applied to the Employee immediately before the Employee’s position was made redundant.

44 STAND DOWN

Alstom has the right to deduct payment for any day the Employee cannot be usefully employed because of any strike or through any breakdown in machinery or any stoppage of work by any cause for which Alstom cannot reasonably be held responsible. When an employee attends work and is sent home the employer will pay each employee a maximum of 2hrs pay.

45 WORKPLACE FLEXIBILITY

- a) The effect of the terms relating to matters specified in this clause may be varied by an individual flexibility arrangement (IFA).
- b) The Company will not make an IFA unless the following conditions are satisfied:
 - i. the IFA must be about matters that would be permitted matters if the arrangement were an enterprise agreement
 - ii. the IFA must not include a term that would be an unlawful term if the arrangement were an enterprise agreement
 - iii. the IFA must be genuinely agreed to by the Company and the Employee
 - iv. the IFA must result in the Employee being better off overall than the Employee would have been if no individual flexibility arrangement were agreed to
 - v. the IFA must be able to be terminated:
 - a) by either the Employee, or the Company, giving written notice of not more than 28 days, or
 - b) by the Employee and the Company at any time if they agree, in writing, to the termination.
 - i. the IFA must be in writing and signed:
 - a) in all cases—by the Employee and the Company, and
 - b) if the Employee is under 18—by a parent or guardian of the Employee.
 - i. the IFA must be given to the Employee within 14 days after it is agreed to.

- ii. The terms the Company and the individual employee may agree to vary the application of in an IFA are:
 - a) The taking of the annual leave entitlement in more than four separate periods including up to a maximum of 10 single days.

46 CONSULTATION

- a) This clause applies:
 - i. Prior to the Company making a definite decision to implement a major change in matters pertaining to the employment relationship in any of the workplaces covered by this Agreement, where that change is likely to have a significant effect on Employees, the Company will consult with the Union and Employees; or
 - ii. Where the Company proposes to introduce a change to the regular roster or ordinary hours of work of employees.
- b) The Company shall discuss with the Employees affected and their Unions, the introduction of the changes, the effects that changes are likely to have on Employees and shall give prompt consideration to matters raised by the Employees in relation to the changes.
- c) For the purposes of such discussion, the Company shall provide in writing to the Employees concerned, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on Employees and any other matters likely to affect Employees provided that the Company shall not be required to disclose confidential information, the disclosure of which would be detrimental to the Company's interests. An employee may be represented by a person other than a Union official.
- d) The Company, Employees and Unions agree that continuous improvement and the acceptance of ongoing change are fundamental to the success of the business and ensure the ongoing development of new methods to improve productivity and efficiency.
- e) In this term, a major change is likely to have a significant effect on employees if it results in:
 - i. the termination of the employment of employees; or
 - ii. major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or
 - iii. the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
 - iv. the alteration of hours of work; or
 - v. the need to retrain employees; or
 - vi. the need to relocate employees to another workplace; or
 - vii. the restructuring of jobs; or
 - viii. Matters pertaining to the employee/employer relationship.

47 TRANSMISSION OF BUSINESS

In the event of the Company selling, transmitting, assigning or otherwise transferring the whole or part of the business in which Employees covered by this Agreement are employed, and in the event of Employees

being offered employment in that business by a new employer upon the terms and conditions of this Agreement with continuity of entitlements, and at the same location, then the Company will not be liable for payment of any notice amounts or redundancy or severance payments in respect of the termination of employment of such Employees arising from the transmission.

48 CONTINUITY OF EMPLOYMENT

As a consequence of any functions or activities being performed by the Company or its successors, assignees or transmittes, Employees who continue their employment with the Company or their successor, assignee or transmittes shall have their service with the previous employer, including service recognised by a previous employer count for all purposes with the new employer (including salary progression where applicable, the maintenance of all accrued entitlements including pro rata accruals with the previous employers transferring with the Employee. This includes sick leave, annual leave, annual leave loading, long service leave, EDO's, rostered days off or their equivalent, time off in lieu owing, public holidays and any other accrued entitlements) and for the purpose of calculating any redundancy payments.

49 ACCIDENT PAY

- a) 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 pay by the Company, provided that:
- i. accident pay shall only be payable while the Employee remains in the employment of the Company.
 - ii. an Employee on engagement shall be required to declare all workers compensation claims made by him/her and in the event of false or inaccurate information being deliberately and knowingly declared the Company may require the Employee to forfeit his/her entitlement to accident pay.
 - iii. the period or aggregate of periods of accident pay shall be a total of 52 weeks for any one injury
 - iv. accident pay shall not be paid where any period of other paid leave of absence has been granted
 - v. in the case of an Employee rostered off on a programmed leisure day/extra day off which falls in a period when he/she is receiving workers compensation, he/she is not entitled to an alternative programmed leisure day/extra day off at a later step
 - vi. the Company shall not dismiss any Employee by reason only of he/she being in receipt of accident pay
 - vii. an Employee off duty and in receipt of accident pay shall continue to receive payments of any acting in higher allowance being paid at the time of the injury for the full period that he/she would have continued to so act
 - viii. an Employee who has submitted a claim for workers compensation and is absent from duty for more than a week and where it is apparent there may be a delay in the assessment of his/her claim, may be paid sick pay (subject to the availability of credits) pending determination of the claim.
- b) For the purposes of this clause:
- i. "Accident Pay" shall mean an amount of money equivalent to the difference between the Employee's appropriate preinjury average weekly earnings at the time of ceasing duty, including any appropriate allowance whilst acting in a higher position as outlined in clause (15) following an accepted injury under the relevant State legislation, and the weekly compensation payments received by the Employee under that State legislation. Payments for absences of less than one week in duration shall be calculated as a proportion of weekly rate of pay

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- ii. "injury" shall be given the same meaning and application as applying under the relevant State legislation
 - iii. "Relevant State legislation" shall mean the Workers' Compensation Act 1958, as amended from time to time, and the Accident Compensation Act 1985, as amended from time to time, or any replacement legislation, whichever is applicable.

50 RAIL PASSES

The Company will provide the following to all Employees for the duration of their employment (only for use in Victoria):

- (a) Employee Free Travel Authority

SIGNATURES OF THE PARTIES

Signed on behalf of **Alstom Transport Australia Pty Limited** by:



(Signature of authorised person)

Alanna Billington

(Name of authorised person)

Level 4, 16-20 Giffnock Avenue, North Ryde, NSW 2113

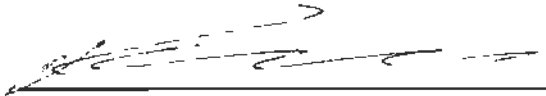
(Address of authorised person)

24 March 2023

(Date)

The above person is authorised by Alstom Transport Australia Pty Limited to sign the agreement on its behalf.

Signed for and on behalf of the **Australian Rail, Tram and Bus Industry Union (RTBU)** by:



(Signature of authorised person)

Brian Evans

(Name of authorised person)

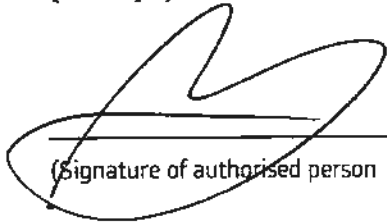
L2 365 Queen st Melbourne

(Address of authorised person)

(Date) 30/3/23

The above person is authorised by the RTBU to sign the agreement on its behalf.

Signed on behalf of the **Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union (AMWU)** by:



(Signature of authorised person)

Luciano Malgeri, Assistant State Secretary

(Name of authorised person)

251 Queensberry Street, Carlton South, VIC, 3053

(Address of authorised person)

March 29, 2023

(Date)

The above person is authorised by the AMWU to sign the agreement on its behalf.

Signed on behalf of the **Communication, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia (ETU)** by:



(Signature of authorised person)

Troy Gray, State Secretary

(Name of authorised person)

Level 1, 200 Arden Street, North Melbourne VIC 3051

(Address of authorised person)

29th March 2023

(Date)

The above person is authorised by the ETU to sign the agreement on its behalf.

ATTACHMENT 1 – Classification Details

1. Training and skills development
 - a) The parties to the Agreement recognise that in order to increase efficiency and the competitiveness of the Company, a continued commitment to training and skill development is necessary.
 - b) Accordingly, the parties commit themselves to continue developing a highly skilled and flexible workforce, providing Employees with career opportunities through appropriate training to acquire additional skills and to enhance their skills in existing and new technologies where such training is to the benefit of the organisation.
 - c) Employees will be paid for attending approved training programs during standard working hours. Reasonable out of pocket expenses will be reimbursed on production of a receipt/tax invoice.
2. Reclassification/competency standards
 - a) Prior to the commencement of this Agreement, a set of competency standards and a skills matrix was developed covering the operations and employees based on the Ballarat site. These competency standards and the skills matrix support the objectives of the business, the aim of which is to provide progression and a career path based on acquisition and use of such competency and skills. The parties agree that the set of competency standards and the skills matrix will continue to apply and the parties are committed to further enhance and develop them based on site skill requirements.
 - b) In March and September of each year, employees will be able to submit claims to be credited with additional competency units. Employees will be given access to the necessary support and assistance to formulate and submit such claims for additional competency units.
 - c) Such employee claims to be credited with additional competency units will initially be considered by two workplace assessors (shop floor) and two company (management) assessors. The necessary training will be provided to ensure that the site has more than enough accredited assessors to carry out this role.
 - d) The process of undertaking and completing the assessment of such claims for additional competency units and determining any associated reclassification will commence by no later than 1st April for March claims and by no later than 1st October for September claims. The company is committed to giving the necessary priority and devoting the necessary resources to complete all such assessments/reclassifications in accordance with point (c) by the end of April for March claims and by the end of October for September claims.
 - e) If the internal assessors cannot reach agreement, the parties shall agree on an independent assessor(s) to undertake the competency unit/classification assessment. The parties are committed to undertaking and completing such independent assessor(s)
 - f) assessments as soon as possible. In accordance with this, it is agreed that the arrangements for independent assessor(s) assessment for claims submitted in March should be firmly in place by mid-May and the arrangements for independent assessor(s) assessment for claims submitted in September should be firmly in place by mid-November. The decision of the independent assessors shall be binding on all parties.
 - g) Any employee reclassifications and the associated higher wage rate arising from an employee being credited with additional competency unit(s) will apply from the date the employee originally submitted the claim (in March or September) to be credited with the competency unit(s). This will apply regardless of how long it takes to complete a competency unit/reclassification assessment.”

The following classification definitions apply to the Employee's covered by this agreement.

C “6” 125% Shall mean an Employee who in addition to the skills required in level 6 has the necessary leadership and other associated skills to the satisfaction of Alstom.

Has a demonstrated ability to work within the ALSTOM Quality, OH&S Systems and possess additional advanced trade qualifications, project and job control skills on smaller projects. Able to complete Job Planning and estimating on complex projects within his/her skill base.

C "7" 115% Shall mean an Employee who is a Special Class Engineering Tradesperson which means a:

- a) Special Class Engineering Tradesperson (Electrical/Electronic), or
- b) Special Class Engineering Tradesperson (Mechanical), or
- c) Special Class Engineering Tradesperson (Fabrication), or
- d) has a demonstrated ability to work within the ALSTOM Quality, OH&S Systems and possess additional advanced trade qualifications, project and job control skills on smaller projects. Able to complete basic Job Planning and basic estimating on complex projects within his/her skill base.
- e) Who has completed the following training requirement:
 - i. three appropriate modules in addition to the requirements of level 5, or
 - ii. nine appropriate modules towards an Advanced Certificate, or
 - iii. nine appropriate modules towards an Associate Diploma, or
 - iv. the equivalent training and/or skills required by Alstom
 - v. has a demonstrated ability to efficiently use computer programs relative to project planning and cost control has a demonstrated experience with employee supervision
 - vi. provides job cost control and monitoring on projects within his/her control
 - vii. provides training to all trade and apprentices under his control
 - viii. ensures resources are utilized in an effective manner
 - ix. provides input into management of the workshop
 - x. provides technical support to other planning staff
 - xi. has a demonstrated ability to work within the Alstom quality, OH&S Systems and workshop procedures.

An Employee at this level performs work above and beyond the skills of an Employee at level 5 and to the level of his/her skills, competence and training.

C "8" 110% Shall mean an Employee who is an Engineering Tradesperson - level II who is an:

- a) Engineering Tradesperson (Electrical/Electronic), or
- b) Engineering Tradesperson (Mechanical), or
- c) Engineering Tradesperson (Fabrication):
- d) who has completed the following training requirements:
 - i. an Employee at this level performs work above and beyond the skills of an Employee at level 4 and to the level of his/her skills, competence and training of other tradespeople and apprentices
 - ii. a mechanical tradesperson at this level needs to have a demonstrated ability to operate a combination of heavy machinery such as Horizontal borers, Vertical borers, Large capacity lathes and advanced CNC machine operation and programming
 - iii. A Fabrication Employee at this level must have a demonstrated ability in specialized welding such as Runner repairs and hold a minimum of 4 current certificates to AS1796.
- e) Exercises discretion within the scope of this classification:
 - i. works under limited senior supervision either individually or in a team environment
 - ii. understands and implements quality control techniques
 - iii. provides trade guidance and assistance as part of a work team

- iv. has rigging qualifications such as a dogman certificate
- v. performs non-trade tasks incidental to his/her work
- vi. able to establish and control small projects with limited supervision
- vii. capable of providing leadership on projects
- viii. maintaining cost control to budget
- ix. provide technical support to tradesmen and planning staff. C "9" 105% Shall mean an Employee who in addition to the skills required in level 3.

C "9" 105% Shall mean an Employee who in addition to the skills required in level 3. Has a demonstrated ability to work within the Alstom Quality, OH&S systems and possess leadership and job management skills satisfactory to ALSTOM.

Possesses and demonstrates skills and knowledge of the engineering trade so as to enable the employee to perform work above and beyond the skills of an employee at level 3.

A workshop tradesperson at this level needs to have a demonstrated ability to operate a combination of heavy machinery such as horizontal borers, vertical borers, large capacity lathes and advanced CNC machine operation and programming.

- a) a Fabrication tradesperson at this level must have a demonstrated ability in specialized welding such as runner repairs and hold a minimum of 3 current certificates to AS1796
- b) or equivalent skills and/or training to the satisfaction of Alstom.

C "10" 100% Shall mean an Employee who holds a trade certificate or tradesperson's rights certificate as an:

- a) Engineering Tradesperson (Electrical/Electronic)
- b) Engineering Tradesperson (Mechanical)
- c) Engineering Tradesperson (Fabrication)
- d) or equivalent skills and/or training to the satisfaction of Alstom.

and is able to exercise the skills and knowledge of the engineering trade so as to enable the Employee to perform work within the scope of this level.

An Employee at this level performs work above and beyond the skills of an Employee at level 2 and to the level of his/her skills, competence and training:

- a) understands and applies quality control techniques
- b) exercises good interpersonal and communications skills
- c) exercises discretion within the scope of this classification level
- d) performs work under limited supervision either individually or in a team environment
- e) operates lifting equipment incidental to his/her work

- f) performs non-trade tasks incidental to his/her work
- g) performs work which while primarily involving the skills of the Employee's trade is incidental or peripheral to the primary task and facilitates the completion of the whole task. Such incidental or peripheral work would not require additional formal technical training.
- h) able to inspect products and/or materials for conformity with established operational standards
- i) able to assist in training of apprentices.

C 11 93.5% Shall mean an Employee who has completed up to twelve months training so as to enable the Employee to perform work within this level.

The type of functions performed at this level would be multiple and involve such skills as crane driving, rigging, blasting or painting in conjunction with those as a trades' assistant.

An Employee at this level performs work above and beyond the skills of an Employee at level 1 and to the level of his/her skills, competence and training:

- a) works under routine supervision either individually or in a team environment
- b) understands and undertakes basic quality control/assurance procedures including the ability to recognise basic quality deviations/faults
- c) understands and utilises basic statistical process control procedures.

C12 88.8% Shall mean an Employee who has basic engineering awareness or equivalent skills so as to enable the Employee to perform work within this level:

- a) works under direct supervision either individually or in a team environment
- b) is responsible for the quality of his/her own work subject to routine supervision
- c) exercises discretion within his/her level of skills and training
- d) works in accordance with standard operating procedures and established criteria
- e) follows safe work practices and can report workplace hazards.

C13 82.0% Shall mean an Employee who has basic engineering awareness or equivalent skills, having completed up to 3 months' structured training to enable the employee to perform work within this level:

- a) works under direct supervision either individually or in a team environment
- b) is responsible for the quality of his/her own work subject to routine supervision
- c) exercises discretion within his/her level of skills and training
- d) works in accordance with standard operating procedures and established criteria
- e) follows safe work practices and can report workplace hazards.

Employees will be classified into one of the above classification levels that are compatible to Alstom's needs and provided the Employee has the appropriate qualifications. Employees will be required to carry out such duties as are within the limits of the Employees' skill, competence and training, including work that is incidental or peripheral to the Employee's main function.

ATTACHMENT 2 – Allowances

	26-Sep-22	26-Sep-23	26-Sep-24	26-Sep-25
		0%	1%	2%
Meal (flat)	\$ 23.19	\$ 23.19	\$ 23.42	\$ 23.89
Respirators (flat)	\$ 0.58	\$ 0.58	\$ 0.59	\$ 0.60
A class electrical	\$ 44.28	\$ 44.28	\$ 44.72	\$ 45.62
Leading hand allowance				
3 - 10	\$ 44.11	\$ 44.11	\$ 44.55	\$ 45.44
11 - 20	\$ 65.82	\$ 65.82	\$ 66.47	\$ 67.80
20+	\$ 83.72	\$ 83.72	\$ 84.56	\$ 86.25
First Aid (week)	\$ 33.10	\$ 33.10	\$ 33.43	\$ 34.10
First Aid (day)	\$ 6.62	\$ 6.62	\$ 6.69	\$ 6.82
Meal Allowance (clause 15e)	\$ 23.19	\$ 23.19	\$ 23.42	\$ 23.89
Meal Allowance (breakfast) (clause 18.3)	\$ 25.23	\$ 25.23	\$ 25.48	\$ 25.99
Meal Allowance (lunch) (clause 18.3)	\$ 29.50	\$ 29.50	\$ 29.80	\$ 30.39
Meal Allowance (dinner) (clause 18.3)	\$ 50.43	\$ 50.43	\$ 50.93	\$ 51.95

