



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Bombardier Transportation Australia (V/Line Maintenance) Pty Ltd
(AG2021/98)

BOMBARDIER TRANSPORTATION AUSTRALIA V/LINE MAINTENANCE VICTORIAN SITES ENTERPRISE AGREEMENT 2020

Manufacturing and associated industries

DEPUTY PRESIDENT YOUNG

MELBOURNE, 2 MARCH 2021

*Application for approval of the Bombardier Transportation Australia V/Line Maintenance
Victorian Sites Enterprise Agreement 2020.*

[1] Bombardier Transportation Australia (V/Line Maintenance) Pty Ltd (the Employer) has made an application for approval of an enterprise agreement known as the *Bombardier Transportation Australia V/Line Maintenance Victorian Sites Enterprise Agreement 2020* (the Agreement) pursuant to s 185 of the *Fair Work Act 2009* (the Act). The Agreement is a single-enterprise agreement.

[2] On the basis of the material contained in the application, and the accompanying statutory declaration and the additional information provided by the Employer, 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.

[3] At lodgement, the employer identified in the Form F16 application differed from that covered by the Agreement. The Employer provided a statutory declaration addressing this error on 17 February 2021, including an amended Form F16 and Form F17 reflecting the applicant/Employer as Bombardier Transportation Australia (V/Line Maintenance) Pty Ltd. In the circumstances, I am satisfied that the amendment to the application should be allowed and that it is appropriate to do so pursuant to s 586 of the Act.

[4] The Notice of Employee Representational Rights issued to employees incorrectly identified the Employer as ‘Bombardier Transportation Australia’. The Employer provided submissions addressing the error on 26 February 2021. I am satisfied having regard to those submissions and to the Full Bench decision in *Huntsman Chemical Company Australia Pty Ltd T/A RMAX Rigid Cellular Plastics & Others*¹ (Huntsman) that in the present circumstances this constitutes a minor technical or procedural error for the purposes of

¹ [2019] FWCFB 318

s 188(2)(a) of Act. Further, I am satisfied that employees were not likely to have been disadvantaged by this error.

[5] Accordingly, notwithstanding the matter identified in paragraph 4 above, I am satisfied that the Agreement has been genuinely agreed within the meaning of s 188(2).

[6] “Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union” known as the Australian Manufacturing Workers’ Union (AMWU), the Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia, and the Australian Rail, Tram and Bus Industry Union being a bargaining representative for the Agreement, have given notice under s 183 of the Act that they seek to be covered by the Agreement. In accordance with s 201(2) and based on the statutory declarations provided by the organisations, I note that the Agreement covers the organisations.

[7] The Agreement was approved on 2 March 2021 and, in accordance with s 54, will operate from 9 March 2021. The nominal expiry date of the Agreement is 30 June 2023.



DEPUTY PRESIDENT

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**BOMBARDIER TRANSPORTATION AUSTRALIA PTY
LTD
(ACN 088 510 614)**

**V/LINE MAINTENANCE VICTORIAN SITES
ENTERPRISE AGREEMENT 2020**

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PART I – GENERAL

1. TITLE

This agreement shall be known as the ***Bombardier Transportation Australia V/Line Maintenance Victorian Sites Enterprise Agreement 2020*** (“the Agreement”).

2. COVERAGE OF THIS AGREEMENT

This Agreement shall cover:

- (i) the employees employed by the Company at the Victorian VLM sites, who are engaged in classifications prescribed in this Agreement; and
- (ii) The employer: Bombardier Transportation Australia (V/Line Maintenance Pty Ltd ABN 31 088 510 614) (“the Company”);
- (iii) The Australian Rail, Tram & Bus Industry Union (Victorian Branch);
- (iv) The Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union (Victorian Branch);
- (v) The Communication, Electrical & Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia

3. DURATION OF THIS AGREEMENT

This Agreement shall come into operation on the seventh day after the FWC approves the Agreement. The nominal expiry date of the Agreement is 30 June 2023.

4. NO EXTRA CLAIMS

The company, employees and the unions agree that they will not for the duration of this Agreement pursue any extra claims for changes in relation to the matters dealt with by this agreement

5. INCORPORATION BY REFERENCE OF THE RELEVANT AWARDS

- 5.1** This Agreement will regulate the wages and conditions of employment of all employees who work in classifications listed in clause 47.1 and Part IX of this Agreement.
- 5.2** This Agreement incorporates the terms of the Relevant Awards provided that the terms of this Agreement (but for the incorporated terms) will prevail where it is inconsistent with the terms of the Relevant Award.
 - 5.2.1** As the context requires, the terms in the Relevant Award should be read as altered to make them operate as terms of the Agreement. For example “award” may mean “Agreement”.

6. DEFINITIONS

In this Agreement the following definitions shall apply:

"BLD"	Means bonus leave day.
"RDO"	Means rostered days off (previously known as EDOs).
"the Act"	means the <i>Fair Work Act 2009</i> , as amended from time to time.
"the NES"	Means the National Employment Standards as set out in or determined pursuant to the Fair Work Act 2009 (Cth) as amended from time to time. The terms of this Agreement that deal with the NES only apply to the extent that the terms are not detrimental to an employee when compared to the NES.
"Facility"	means VLM sites within Victoria.
"Occupational Health and Safety legislation"	means the <i>Occupational Health and Safety Act 2004</i> (Vic) and the Regulations to that Act and any other applicable occupational health and safety legislation, including, but not limited to, the Rail Safety Act 2006.
"Applicable Rail Safety Legislation"	Means the <i>Rail Safety Act 2006</i> (Vic) as amended from time to time, the <i>Rail Safety Regulations 2006</i> (VIC) as amended from time to time or any other legislation or requirement (including but not limited to guidelines or codes of practice) that may apply to the Company during the life of this Agreement.
"Relevant Awards"	means: the <i>Manufacturing and Associated Industries and Occupations Award 2020</i> as in operation at the date of the signing of this Agreement, excluding the individual flexibility and individual facilitative provisions in clauses 5, 7.2 and 7.3, and including any employee beneficial variations from time to time. (' the Manufacturing Award '); or the <i>Railways Salaried Employees Award 2002 as it stood on 1 March 2006</i> , which applies to employees covered in Part IX of this Agreement
"Transferred Employees"	Means employees employed by Public Transport Commission that transferred to the Company's employment on or around 1 July 2000.
"Localised Work Groups"	A group of employees of the same occupations and roster and geographic location.
"Ordinary Paid Hours"	Means the total amount of hours paid to an employee at single time in a paid fortnight, incorporating all shift loadings and weekend penalties. E.g. an employees who rostered hours span five (5) eleven dayshifts (11) hour day shifts (55 hours) and two (2) eleven (11) hours weekend shifts (44 hours), will be paid 100 hours at ordinary rate when the last hours of the fortnight do not fall on a penalty shift.

7. SCHEDULES AND APPENDICES

The Schedules and Appendices to this Agreement form part of the Agreement.

8. OBJECTIVES OF THIS AGREEMENT

The parties to this Agreement recognise the importance of open consultation, cooperation and agreement to facilitate the achievement of objectives as set out in this clause. Accordingly the objectives of this Agreement are as follows:

Our Goal - We aim to be a leading provider of rollingstock maintenance in Australia by ensuring that we provide safe, reliable, available vehicles in an efficient and cost effective manner for our customers. To achieve our goals, our focus will be on ensuring that we have a competent multi skilled and highly motivated workforce who are focused on service quality, measurable productivity improvements, cost efficiency, and teamwork, for the mutual benefit of the Company, its Employees, stakeholders and the community.

Customer Orientation- We promote a flexible customer-focused culture that emphasises outstanding service to meet our commitments at every level of our organisation. We aim to satisfy the needs of our customers by fulfilling our requirements and where possible exceeding their expectations.

People focus– We consider our people to be a valuable asset and accordingly support and invest in developing the skills and abilities of our people to ensure we have a highly skilled, flexible and motivated workforce. We encourage the empowerment of our people through involving them in decision-making as well as recognising and rewarding high performance. We believe in working collaboratively at all levels of our organisation to ensure that we are all committed to achieving our common goals and objectives.

Quality – We are committed to providing high quality services that meets and where possible, exceed our customer's expectations. We endeavour to be responsive to customer needs and support the development of initiatives that improve processes and minimise defects.

Growth - We seek to grow our business by demonstrating and providing outstanding products and service to our customers whilst also taking into consideration our various stakeholders. We are committed to continuously improving our performance by encouraging innovation to improve practices as well as identifying areas that require change. We will continue to improve by utilising our skills, experience and expertise to improve reliability, presentation and maintenance of vehicles.

Integrity - We behave with integrity and in an ethical manner in everything we do and say, thereby earning and maintaining the trust and respect of customers, suppliers, Employees, partners, shareholders and communities.

Health and Safety - We are committed to ensuring our people work in a healthy and safe environment and always perform their duties in a safe and effective manner. We encourage a culture that recognises and operates with a safety focus that minimises and prevents the risk of workplace injuries in accordance with regulatory and industry requirements.

Employees and the Company therefore understand that it is an objective of this Agreement to provide an accident free workplace in accordance with the relevant Occupational Health and Safety Legislation.

PART II - OCCUPATIONAL HEALTH AND SAFETY

9. CODE OF ETHICS/CODE OF CONDUCT

The Company is committed to being an ethical organisation. We therefore have a Code of Ethics and Business Conduct that explains the standards of behaviour that the Company expects of all Employees in their daily activities and dealings with others.

The Code incorporates internal policies and procedures as well as legal requirements and covers a number of areas including but not limited to the use of company resources, conflicts of interest, confidential information, employment practices, health, safety and the environment.

The Code applies to employees at all levels within the organisation and must be adhered to at all times, including when working at off site and whilst at Company related events.

The COE is not incorporated as a term in the Agreement. Any breach of the COE shall be dealt with in accordance with the Company's policies and Procedures and not constitute a breach of a term in the Agreement

10. PROTECTIVE CLOTHING AND EQUIPMENT

10.1 Protective Clothing & Equipment

The Company will provide employees with protective clothing, eg overalls, or long sleeve shirts and pants, and one pair of safety footwear. Replacement of such property will be issued after evidence of reasonable wear and tear. It is the responsibility of employees to clean and maintain same in a neat and tidy condition.

Employees working in designated "hearing protection" areas will be required to wear ear protection provided by the Company which complies with the requirements of the Occupational Health and Safety legislation. Employees will be required to wear safety glasses at all times whilst in the designated areas.

Employees will be required to wear safety footwear, safety glasses and bump caps at all times whilst in the designated areas.

The Company will provide employees with any other necessary and appropriate protective clothing and equipment in order to comply with the requirements of the Occupational Health and Safety legislation.

10.2 Prescription Safety Glasses

Prescription safety eye wear will be provided to all employees who are required to wear both prescription glasses and safety glasses in order to perform their duties in a safe manner (Company policy does not apply).

Prescription Safety Glasses will be replaced when damaged during the performance of normal work activities, or every 2 years as per Australian Standard (AS 1337) requirements, or when medically advised that a different lens is required.

Where employees request replacement of prescription safety glasses more frequently than outlined above due to reasonable wear and tear or other circumstances outside of the employees' control, the Company will reimburse any reasonable 'out of pocket' expenses, up to a maximum of \$300.

11. MEDICAL EXAMINATION

Employees will be required to attend scheduled health assessments carried out by a Company nominated medical practitioner (such practitioner must be rail accredited) from time to time, in accordance with applicable Rail Safety.

The medical practitioner will provide a report to the Company regarding the impact of illness or injury, if any, on the ability of the employee to perform the inherent requirements of their position (ie perform the duties / functions required by their relevant classification and this Agreement), any work limitations and the likely date of return to work.

The Company will meet the cost of any consultations/medical examinations/tests done for the purposes of this clause, any approved travelling costs, costs associated with these medical examinations and the employee shall be paid for such time.

12. USE OF SUBSTANCES

The Rail Safety Act & Rail Safety Regulations 2006, as amended from time to time, deals with the use of intoxicating substances and shall apply to all Employees covered by this Agreement.

PART III - TERMS AND CONDITIONS OF EMPLOYMENT

13. CONTRACT OF EMPLOYMENT

Employees may be employed on a full time, part time or casual basis. Every contract of employment entered into will specify whether the employment is full time, part time or casual.

13.1 Probationary Employment

Upon commencement to a permanent position with the Company, the Employee will be subject to a probationary period for a minimum of three months and up to six months from the Employee's commencement date, to determine or confirm suitability to the role and the Company. During or at the end of the probation, either party can give or forfeit one week's notice and effect termination. The period of probationary employment will count towards the calculation of all entitlements under this Agreement.

13.2 Induction

Employees will be required to attend an induction training program, as far as practicable in the first week of their engagement.

13.3 Performance of Work

It is a term and condition of employment of this Agreement that an employee:

- (i) Signs off on all exam sheets in accordance with the Rail Safety Act.
- (ii) Undertakes such training as is consistent with the needs of the Company.
- (iii) Follows the dispute resolution procedure, ensuring continuity of service to the customer during dispute resolution.
- (iv) Adopts all occupational health and safety requirements at the site in compliance with Occupational Health and Safety legislation.
- (v) Abides by the principles of the Equal Opportunity 1995 (Vic) and other applicable equal opportunity legislation.

As per Appendix 3 – Shop Floor Flexibility initiatives to achieve the best utilisation of Employees in performing their duties, the Employee may be required to undertake work that constitutes multi-skilling.

Other general duties include housekeeping and cleaning in the work area. Employees will not be expected to undertake work, which does not fall within their skill competence, ability and training.

As a result of our employees utilising and applying their skills and competencies in a flexible manner, there will be no forced retrenchments of employees covered under this enterprise agreement during the life of this agreement.

13.4 Utilisation of Skills and Facilities

Employees will be required to perform all tasks necessary for the effective repair, maintenance and operation of the Rollingstock within the employee's classification and skill set.

13.5 Quality of Work

Quality management principles will apply as part of an ongoing best practice, The Company and Employees will strive for continuous improvement.

Accreditation of ISO9001 is to be maintained as part of a quality assurance programme.

13.6 Individual Flexibility Arrangement

13.6.1 Notwithstanding any other provision of this Agreement, the Company and an individual employee may agree to vary the application of certain terms of this Agreement ('the flexibility arrangement') provided that the flexibility arrangement:

- Is genuinely agreed to by the Company and the individual employee; and
- Only varies the term prescribed in subclause 13.6.2; and
- Contains only permitted matters (and does not contain any unlawful terms);
- Results in the employee being better off overall than if the arrangement had not been entered into.

13.6.2 A flexibility arrangement may be entered into to vary the application of use of single day annual leave absences (see clause 29.4.4).

13.6.3 For the flexibility arrangement to come into operation, it must:

- be in writing, name the parties to the agreement and be signed by the Company and the individual employee and, if the employee is under 18 years of age, the employee's parent or guardian;
- state each term of this Agreement that the Company and the individual employee have agreed to vary;
- detail how the application of each term has been varied by the flexibility arrangement between the employer and the individual employee;
- detail how the agreement does not disadvantage the individual employee in relation to the individual employee's terms and conditions of employment;
- state how the flexibility arrangement can be terminated; and
- state the date the flexibility arrangement commences;

13.6.4 The Company will give the individual employee a copy of the flexibility arrangement within 14 days and keep the agreement as a time and wages record.

13.6.5 The flexibility arrangement may be terminated:

- by the Company or the individual employee giving 28 days notice of termination, in writing, to the other party; or
- at any time, by written agreement between the Company and the individual employee.

13.7 Hand Tools

13.7.1 Tradespersons shall supply and maintain tools ordinarily required in the performance of their work in accordance with the prescribed list.

13.7.2 A list of these tools will be contained in the prescribed list – Appendix 2.

13.7.3 Tools not listed in the prescribed lists contained in Appendix 2 that are required for the performance of duties will be provided by the company, including a suitable lockable toolbox. Tools supplied by the tradespersons that are damaged in the performance of duties shall be replaced by the company.

13.8 Transition to Retirement

The company is committed to supporting employees who are approaching retirement to do so, upon request, in a graduated way, progressively reducing the intensity of their work commitments as they transition to retirement.

Employees who have indicated their intention to retire from the Company may consider participating in a retirement transition arrangement. The Company will not unreasonably refuse any reasonable request by an Employee to amend their retirement date.

Access to transition to retirement arrangements will require an employee to confirm in writing, their retirement date, within an agreed period.

Transition to retirement arrangements that may be available to employees include:

- a) Reduction of working hours (i.e. Part time employment);
- b) Job sharing;
- c) Refocusing the employee's responsibilities and duties;
- d) Project based work and secondments;
- e) Appointment to a role focused on training or mentoring other employees;
- f) Accessing Long Service Leave and/ or other leave entitlements on a regular and systematic basis.

The availability and suitability of any of the 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.

14. TRAINING

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.

Compliance and safety related training will be the Company's primary training priority.

To that end both parties in consultation will develop and continue to develop a training skills program consistent with the current and future skill needs of the Company and its workforce. To support that aim, the Company will continue to explore opportunities with current and future suppliers, to engage appropriate employees in Original Equipment Manufacturer (OEM) training.

Once the training skills program is developed the parties will prioritise the training most important for the Company's business strategy and that will assist in the allocation of the Company's training investment.

The Consultative Committee, which will include management representation and employee representatives from each union covered by the Agreement, will meet monthly and will commence discussions about potential OEM Training by no later than February 2021, with the aim of confirming scheduled OEM training for appropriate employees from July 2021 where possible, as part of the Company's ongoing overall training skills program.

As far as practicable attendance at Company initiated training courses will be arranged in accordance with shift rosters and employees will be paid their normal rostered shift rate whilst attending such courses (eg. if an employee is rostered to work night shift, and is required to attend training during the day, that employee will be entitled to be paid the night shift rate while attending training). However, an employee's normal shift rate will not be paid if the employee:

- Has a roster swap of less than two weeks;
- Is an apprentice training at TAFE; and
- Attends training in excess of one week (five working days).

Training expenses such as course cost, accommodation, meals and travel expenses will be paid by the Company for Company initiated or approved courses Travelling time which is additional to normal rostered hours will be paid at ordinary day shift rates for attendance at Company initiated or approved training courses.

15. BUSINESS IMPROVEMENT PROCESS AND INITIATIVES

15.1 Business Improvement Commitment

- 15.1.1 The parties to this Agreement acknowledge that a central feature of this Agreement is the implementation of an on-going business improvement program, which will continue for the life of the Agreement.
- 15.1.2 The parties agree the primary aims of the Business Improvement Program are productivity and efficiency improvements. Thus the Business Improvement Program will require the identification of initiatives and opportunities across all areas of the Company's business.
- 15.1.3 Bombardier see this process as a way to provide a systematic approach to help the VLM operations optimise its maintenance processes to achieve more efficient results through the better utilisation of employees and resources.
- 15.1.4 In collaboration with employees the application of business improvement processes and initiatives is to focus on doing things right as well as doing the right thing. By constantly reviewing our maintenance processes, work instructions, policies, procedures and work

practices these initiatives seek to reduce variation so that the desired outcome can be achieved with better utilisation of resources.

- 15.1.5 Past initiatives that have been identified under previous agreements but not fully realised, utilised, considered or explored, will continue to form part of the ongoing process review process conducted jointly by the Consultative Committees.
- 15.1.6 During the life of the Agreement, the parties shall identify and document undocumented custom and practice to clarify the applicable practices. Those which are not identified during this period shall not be recognised after the cessation date of this Agreement.

15.2 Business Improvement Initiatives

- 15.2.1 It is agreed that central to the benefits each party will receive as parties to this agreement that the application of employee skills and competencies be fully achieved. To ensure there is a common understanding as to the application of employee skills and competencies, the recent practice of regular meetings between shop floor representatives and supervision will continue.
- 15.2.2 It is agreed that where practical, taking into account the availability of the employee(s), together with their skills and competencies, that onsite maintenance of buildings and fixtures, fuel points and equipment be undertaken by employees covered by this agreement.
- 15.2.3 Job Costing – subject to the provisions of this agreement it is agreed that employees will participate in the tracking of parts and labour using both paper based electronic methods. Furthermore, it is agreed that the tracking of labour will not be used as a means of performance managing employees or part of any disciplinary process.
- 15.2.4 The employees and the Company agree to introduce common shift roster patterns at the West Melbourne sites to support business efficiency and operational requirements.
- 15.2.5 In the first instance the roster process outlined in Part IV clause 18 will be followed. The roster process must be implemented.
- 15.2.6 In the event the roster process described above is unsuccessful by the first full pay period in March 2021 (commencing 14 March 2021), the shop committee will meet and select existing rosters or variation of existing rosters, that being the 5-5-2-2, 3-2,4-4, 4-3. The shop committee will be given the opportunity to meet as required to select or vary the rosters. The shop committee will then select or vary the rosters to be voted on and trialled in the first instance. The vote will be conducted by secret ballot and scrutinised by the shop committee. The company cannot refuse to implement one of the aforementioned rosters.

The company will take reasonable account of employees' personal family commitments and responsibilities. The Company commits to make individual adjustments to roster patterns wherever possible, subject to ensuring operational requirements are appropriately met.
- 15.2.7 The terms, conditions and roster for the 36 hour week will commence with the common roster, to be implemented effective from the first full pay period in March 2021 (commencing 14 March 2021), or the first full pay period after the commencement date of the Agreement, whichever is later.
- 15.2.8 Any future roster changes will occur in accordance with the provisions at Part IV clause 18.

15.3 Business Improvement – Bonus Leave Days

This clause will cease to operate following the introduction of 36 hour week rostering, effective from the first full pay period in March 2021 (commencing 14 March 2021), or the first full pay period after the commencement date of the Agreement, whichever is later

For the avoidance of doubt, no new BLDs will be credited after the introduction of the 36 hour week. Any existing but unused BLDs will continue to be paid to the employee in accordance with this clause following the introduction of the 36hr week.

- 15.3.1 In recognition of the increased flexibility and attendance agreed to and achieved the Company shall provide to all employees with pro-rata entitlement to 5 Bonus Leave Days ('BLD') per full year of continuous service.
- 15.3.2 BLDs for each financial year will be credited to employees in advance on 1 July of each year for the life of this Agreement.
- 15.3.3 Employees that commence employment with the Company after 1 July in any year will receive a pro-rata entitlement to the BLDs upon commencement of employment provided the probationary period is completed.
- 15.3.4 Bonus Leave Days may be taken at times mutually agreed between the employee and the Company, subject to employee providing the Company with reasonable notice of the proposed date/s for the taking the BLDs. The Company may not approve a request for BLDs depending on operational requirements.
- 15.3.5 Where an employee elects to take the BLD as paid leave, such leave must be taken in the year of the benefit and not accrue beyond 30 June of that year.

15.4 Payment for BLDs

This clause will cease to operate following the introduction of 36 hour week rostering effective from the first full pay period in March 2021 (commencing 14 March 2021), or the first full pay period after the commencement date of the Agreement, whichever is later.

- 15.4.1 **An employee working a standard 8 hour shift pattern may elect to:**
 - Take their BLDs as a day of leave
 - If this election is made, the employee will be paid 7.6 hours per day at their classification rate and accrue an additional 0.4 hours towards their RDO; or
 - Be paid their BLD
- 15.4.2 If this election is made, the employee will be paid 7.6 hours per day at their classification rate.
- 15.4.3 **An employee working an extended 11 hour shift pattern may elect to:**
 - Take their BLDs as a day of leave
 - If this election is made, the employee will be paid 11 hours per day at their classification rate; or
 - Be paid their BLD

- 15.4.4 Where an employee has taken or been paid their BLD in advance of the entitlement being accrued, and subsequently leaves the company before the entitlement is accrued, then the amount received will be deducted from the employee's final pay.

16. CONTINUITY OF SERVICE – TRANSFERRED EMPLOYEES

Transferred employees shall have their service with PTC, including service that was recognised by PTC with a previous employer, count for all purposes with the Company (including its successors, assignees or transmittes). The purposes include:

- the recognition of salary progression (where applicable);
- the maintenance of all accrued entitlements including pro rata accruals of sick leave, annual leave, annual leave loading, long service leave, rostered days off or their equivalent, time off in lieu owing, public holidays and any other accrued entitlements; and
- calculating any redundancy payments.

PART IV - HOURS OF WORK

17. Introduction to 36 hours of work

- 17.1.1 A 36 ordinary hour week will be introduced effective from the first full pay period in March 2021 (commencing 14 March 2021), or the first full pay period after the commencement date of the Agreement, whichever is later, for extended shift workers, 8 hour shift workers and 8 hour dayshift workers. Prior to that date, the ordinary hours of work for a full-time employee shall be 38 per week.
- 17.1.2 At the commencement of the 36 hour week, all references in this agreement of 7.6 hours and 0.4 hour RDO accruals will convert to 7.2 and 0.8 respectively. In the case of shift workers, RDOs will accrue in accordance with the accrual system outlined below.
- 17.1.3 Arrangements for extended hours shift workers:
- Current rostered hours per shift continue to apply;
 - The 73rd hour in each fortnight will be paid as overtime;
 - 3.5 hours per fortnight will be deducted from an employee's paid hours to accrue towards eight (8) minimum rostered RDOs; By agreement of the relevant parties, this may be varied over the life of this agreement.
 - As at the first full pay period in March 2022, four (4) hours per fortnight will be deducted from an employee's paid hours to accrue towards rostered nine (9) minimum RDOs. By agreement of the relevant parties, this may be varied over the life of this agreement.
 - For extended hours shift workers, shift length will be reduced by 5 minutes at the first full pay period in March 2021 (commencing 14 March 2021). The 5 minutes will be

incorporated into the 36 hour week divisor, as per the example at clause 48.1.2, and the existing grace period at the end of the shift will no longer apply.

- The ordinary hours per week will be a minimum of 76.5 hours per fortnight, inclusive of one hour overtime, unless agreed otherwise by the parties, or amended via the roster change process at clause 18.

17.1.4 Arrangement for 8 hour shift workers:

- This arrangement will equate to a 9-day fortnight which will be rostered by the Company, whereby employees work 8 hours per shift, with 4 hours being deducted from each week's paid hours, for RDO accrual in each fortnight.

17.1.5 Arrangement for 8 hour day workers:

- This arrangement will equate to a 9-day fortnight which will be rostered by the Company, whereby employees work 8 hours per shift, with 0.8 hours being deducted from each week's paid hours. for RDO accrual in each fortnight.

17.1.6 A morning tea break of not more than ten (10) minutes will be taken by all employees at a time determined by the operational requirements of the business.

18. Roster change Process

18.1.1 The Employer may develop rosters for localised work groups in accordance with this clause as required to accommodate for genuine changes in workloads or a change in customer requirements. This process shall commence at the announcement of timetable changes if required by the Employer following the commencement of this Agreement.

In the event the company requests a roster change, the company agrees to provide satisfactory evidence for such a need upon request from the Employees or the Union(s).

18.1.2 Where a new roster is proposed by the Employer, it will be developed subject to roster design parameters which include:

- The daily hours of coverage required;
- The maximum number of rostered hours (averaged up to 36 ordinary hours per week) over an averaging period of up to two months, or exceptions by agreement;
- The maximum shift length (which will be no longer than 11 hours, or exceptions by agreement);
- The roles, and classifications required;
- The requirements for particular roster lines, including how many are required and how many Employees must be allocated to each;
- The impact of the roster on remuneration, work/life balance and fatigue; and
- Whether measures are required for safety or fatigue management.

The company shall undertake a fatigue analysis on all proposed rosters, and where a risk is identified controls will be implemented to mitigate such risks. Fatigue and remuneration outcomes for any particular roster proposal will be presented in written format to the nominated representatives. Where the localised workgroup identifies

impacts on work life balance or remuneration the company commits to taking all reasonable steps to mitigate such impacts.

- 18.1.3 Where the Employer proposes a roster requiring employees to work 10 shifts containing ordinary hours per fortnight, those shifts must be a minimum of 8 hours each with 0.8 of an hour each shift accruing towards a paid day off each fortnight.
- 18.1.4 The roster design parameters developed in accordance with subclause 18.1.2 will then be provided to a localised work group, which will be composed of management and employee nominated representatives, appropriate delegates and officials if they deem it necessary.
- 18.1.5 Unless the localised work groups consent to the company's proposed roster, the localised work groups will be given the opportunity to develop an alternative roster consistent with those design parameters. The localised work groups must develop an alternative roster within 28 days of receiving the roster design parameters under subclause 18.1.4. The company must allow ample time for the nominated representatives to develop a roster in accordance with this clause, in the event that the nature of the existing rosters does not permit sufficient opportunity to meet.
- 18.1.6 Localised work group meetings may take place on no less than four occasions over the course of that 28-day period (with the duration of any release to be by agreement but no less than two hours per occasion). The 28-day period may also be extended by agreement between the parties up to a maximum of 14 days.
- 18.1.7 The localised work groups may present up to three preferred rosters that comply with the roster design parameters. If none of the rosters presented by the localised work group comply with the design parameters, the localised work groups will be given a final opportunity to meet and address the issues identified or provide an alternative roster.
- 18.1.8 Any compliant rosters provided by the localised work groups by the end of the nominated period will then be voted on by affected employees. The roster that receives the most votes will be implemented.
- 18.1.9 If the localised work groups do not provide any alternative rosters that comply with the design parameters within either the 28 day timeframe or the 14 day extended period, the Employer may implement its proposed roster.
- 18.1.10 Once the new roster has been implemented, it will be trialled for a period of no longer than four months. The effectiveness of the roster will be judged by reference to fatigue, safety incidents, leave effectiveness, overtime and general labour cost.
- 18.1.11 The localised work groups will be afforded the opportunity to provide feedback on the matters referred to in subclause 18.1.10 in relation to the proposed roster prior to the Company deciding whether it will be maintained beyond the trial period.

Despite the process above as provided for in clauses 18.1.1 to 18.1.11 inclusive, if an employee can present evidence of family arrangements or personal circumstances, the company agrees to accommodate all reasonable alternatives to allow the employee to meet such family arrangements or personal circumstances.

19. RDOs

- 19.1.1 RDOs will be rostered as per the master roster agreed by management. Management will be flexible on the taking of RDOs (e.g RDOs can be mutually swapped between employees) so as to guarantee continuation of business operation.

For extended hours shift workers:.

- 19.1.2 An employee, taking a rostered day off, must be paid any penalty rate that they would have received in respect of the ordinary hours the employee would have worked had the employee not been on leave during the relevant period.
- 19.1.3 The employee is not entitled to payments on RDOs in respect of overtime, weekend penalty rates, or any other payment which might have been payable to the employee as a reimbursement for expenses incurred.

For eight (8) hour shift workers and eight (8) hour day workers:

- 19.1.4 The employee is not entitled to payments on RDOs in respect of overtime, weekend penalty rates, shift penalties or any other payment which might have been payable to the employee as a reimbursement for expenses incurred.

For both extended hours shift workers and eight (8) hour shift workers:

- 19.1.5 RDOs will not accrue beyond 30 June each year, and any outstanding accruals at 30 June of each year will be converted from an equivalent period of annual leave taken during the preceding financial year, to an RDO. The Company will make the appropriate adjustment to pay, as though the employee had taken the RDO at the time of the converted annual leave; and the equivalent number of hours for the converted RDO will be added to the employee's annual leave balance. Alternatively, the employee may elect to have the RDO paid out at the base classification rate.

20. OVERTIME

20.1 Payment to Overtime

- 20.1.1 Subject to subclause 20.2, Employees working 8 hour shifts will be paid overtime according to the Relevant Award.
- 20.1.2 For extended hours shift workers, subject to sub-clause 20.1.3, all overtime will be paid at double time penalty.
- 20.1.3 Overtime worked on a public holiday will be paid at double time and a half penalty.

20.2 Payment to Overtime – Transferred Employees

- 20.2.1 Transferred employees who were paid overtime under the 11th, 12th and 13th shift arrangements under the Railways Miscellaneous Grades Award, will continue to be paid overtime under those arrangements.

All time worked on an 11th or twelfth shift in any pay period, shall be paid for at the rate of time and a half, provided that where any portion of an 11th or twelfth shift is worked on a Saturday, such shift or portion thereof shall be paid at the rate of double time. Any

time worked by an employee on a 13th or sub subsequent shift in any paid fortnightly pay period shall be paid at the rate of double time.

20.2.2 For all time worked outside ordinary hours on any day or shift the wage rates for transferred employees shall be the greater of:

- time and a half for the first three hours and double time thereafter; or
- time and a half for all time worked in excess of eighty hours in any fortnightly period

Provided further that where rosters are arranged by mutual agreement between the Manager and any transferred employee, overtime on a fortnightly basis shall only apply where the time worked exceeds the rostered hours based on an average of eighty hours per fortnight.

20.2.3 Time worked on Sunday, or time paid for travelling, waiting, standing by, walking or crib shall not be regarded as time worked for transferred employees for the purposes of calculating overtime.

21. ORDINARY HOURS ON WEEKENDS

21.1 For all ordinary hours performed on weekends, 8 hour employees shall be paid:

- For Saturday, time and a half for the first three hours, and double time thereafter and for any overtime worked after such ordinary hours;
- For Sunday, double time.

21.2 For ordinary hours performed on the weekends, 11 hour shift employees shall be paid:

- For Saturday and Sunday, double time.

PART V - PAYMENT OF WAGES, SUPERANNUATION & PENALTY RATES

22. PAYMENT OF WAGES

22.1 Wages will be paid fortnightly into financial institutions, nominated by the employee, which accept Electronic Transfer Payments. Such payments will be made on the Thursday following the close of the pay period.

22.2 The Company retains the right to alter the nominated day for Electronic Funds Transfer payments provided it gives 28 days' notice of such change. Prior to giving such notice, the Company shall consult with the parties.

22.3 If wages are significantly incorrect due to an error in processing or calculation by the company, then the company will make a correction within 48 hours of a request from the affected employee(s).

In instances where an employee incurs additional bank charges or other penalties specifically relating to overdrawn account fees or additional interest charges, the company will reimburse reasonable costs upon the employee, subject to the employee providing evidence that the employee did incur the additional charges due to payroll delays, errors or omissions.

- 22.4 By agreement between the company and localised work groups, the fortnightly payment of wages may be paid on the basis of the average hours of work employees are rostered to work and the average of the shift and weekend penalty loadings that are built into the employee's rostered shift/hours of work.

23. SUPERANNUATION

The Company will provide superannuation contributions to eligible employees subject to the following distinction:

- (i) Subject to (ii), employees will receive contributions in accordance with the Superannuation Guarantee legislation. Employees may elect to make contributions to a fund of their choice. If no election is made, the Company will make superannuation contributions to the Australian Super Pty Ltd or Cbus, provided that each default fund offers a *MySuper* product. Such contributions shall be paid to the fund not later than 28 days following the relevant pay date of the employee.

- (ii) Transferred Employees

All Transferred Employees shall have their contributions to the State Government Superannuation Funds made by the Company to a level nominated by the funds' actuaries as varied from time to time. All accrued rights under the fund shall be preserved as though the employee was still employed by PTC. The exception to this is if any Transferred Employee elects to leave the fund, the Company will contribute in accordance with the Superannuation Guarantee legislation.

24. DEDUCTIONS

24.1 Income Protection Insurance

- 24.1 Provided that there shall be no cost to the Company, the Company shall provide Income Protection Insurance to those employees who elect to take it up through Protect or other providers as agreed to by the parties.
- 24.2 If the election is made, the employee must authorise the deduction of the income protection insurance from their salary by completing the relevant documentation and provide that documentation to the Company.

24.2 Union Membership Fees

The Company shall deduct union membership fees (not including fines or levies) from the pay of any employee, provided that:

- the employee has authorised the Company to make such deductions in accordance with this clause
- the union shall advise the Company and the employee of the amount to be deducted for each pay period applying at the Company's workplace and any changes to that amount; and
- deduction of union membership fees shall only occur in each pay period in which payment has or is to be made to an employee.
- The employee's authorisation shall be in writing and shall authorise the deduction of an amount of union fees (including any variation in that fee effected in accordance with the union rules) that the union advises the Company to deduct.

25. TRAVEL PASSES

25.1 The Company will provide the following to all employees for the duration of their employment:

- Employee Free Travel Authority
- A first class rail pass will be provided for use by the employee and eligible dependents whilst the employee is on Annual and Long Service Leave.

25.2 Pass benefits for retired railway staff and interstate travel will be in accordance with Appendix 1.

26. FACILITIES

The Company will continue to provide facilities including the provisions of lockers, drinking and boiling water, milk, tea and coffee, sugar, appropriate protective clothing, 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.

27. LIVING AWAY FROM HOME

When an employee is required to stay overnight when working at other sites the minimum standard for accommodation the Company shall supply will be 3 stars if it is available at the location. The employee will be paid a meal allowance of \$75.00 per day for meals and miscellaneous expenses.

PART VI - LEAVE ENTITLEMENTS

28. NATIONAL EMPLOYMENT STANDARDS

The Fair Work Act 2009 provides for minimum entitlements through the National Employment Standards.

Clauses 29 - 34 describe the National Employment Standards entitlements and may also provide terms that supplement or are ancillary to the entitlements in the National Employment Standards.

The parties acknowledge that the entitlements contained in Clauses 28 - 34 apply to the extent that they are not detrimental to an employee when compared with the National Employment Standards.

29. ANNUAL LEAVE

The entitlement, accrual and taking of annual leave shall be in accordance with this Agreement and the NES.

29.1 Full and part time employees

Full time employees are entitled to four weeks (equivalent to 144 hours effective from the introduction of the 36 hour week) of annual leave for each year of continuous service. Part time employees have a pro-rata entitlement to annual leave based on the entitlement of full time employees.

Annual leave accrues and will be credited on a pro-rata basis.

29.2 Additional entitlement for shift workers**29.2.1 Definition of Shift Workers**

For the purpose of this clause:

"Shift Worker" means an Employee who works on rotating shifts or permanent night shift or a shift that regularly includes Sundays and/or Public Holidays.

"Rotating Shifts" means when an Employee works on rostered rotating shifts, i.e. day, afternoon and/or night.

29.2.2 Additional Annual Leave

For each completed 12 month period of continuous service a full or part time employee who is engaged as a shift worker as defined in sub-clause 29.2.1, during that period has a pro-rata entitlement of 1 week (equivalent to 36 hours effective from the introduction of the 36 hour week) of additional annual leave.

Additional annual leave for such shift workers accrues and will be credited on a pro-rata basis.

29.2.3 Annual Leave Loading

Whilst on annual leave, shift workers shall receive 20% annual leave loading or be paid shift allowances in accordance with this Agreement, whichever is the greater, but not both.

Employees who work permanent night shift and are in receipt of five weeks' Annual Leave and 20% loading, shall be paid either the shift allowance in accordance with this Agreement or the applicable leave loading, whichever is the greater, but not both.

Ordinary workers shall receive 20% annual leave loading or be paid shift allowances in accordance with this Agreement, whichever is the greater, but not both.

For the purposes of this clause, each day will stand alone for the purposes of calculating whether leave loading or shift allowances are greater e.g. a dayshift employee whose ordinary rostered hours span both weekends and weekdays would receive shift allowances for the weekends and leave loading for the weekdays.

29.3 Annual Leave Conversion**29.3.1 A period of annual leave is exclusive of periods that an employee is entitled to leave in accordance with:**

- (i) Clauses 30 – Personal Leave;
- (ii) Clause 31 – Compassionate Leave;
- (iii) Clause 34 – Long Service Leave;
- (iv) Clause 35 – Public Holidays;
- (v) Clause 33 – Community Service Leave;

- 29.3.2 Where an employee seeks to convert their annual leave in accordance with clause 29.5.1, the employee must immediately return any annual leave travel pass covering the period of leave which is sought to be converted.

29.4 Taking leave

- 29.4.1 Annual leave may normally be taken at times as mutually agreed between the employee and the Company. Localised work groups must provide the company, by no later than October of each year, a staff plan for leave to be taken the following calendar year. All employees are encouraged to take between three (3) and five (5) weeks annual leave per year
- 29.4.2 Employees are required to give the Company reasonable notice of the proposed date for the taking of annual leave. The Company will not unreasonably refuse a request for annual leave.
- 29.4.3 The Company may require an employee to take $\frac{1}{4}$ of the accrued leave if the employee has 8 weeks (10 weeks for shift workers) or more annual leave accumulated. This leave may be negotiated and agreed between the parties.
- 29.4.4 The employees shall only be allowed to take a maximum of 10 single day annual leave absences in a 12 month period.

29.5 Payment for period of annual leave

- 29.5.1 An employee, before going on annual leave, must be paid the wages they would have received in respect of the rostered ordinary hours the employee would have worked had the employee not been on leave during the relevant period.
- 29.5.2 Subject to clause 29.5.1, the wages to be paid must be worked out on the basis of what the employee would have been paid under this Agreement for working ordinary hours during the period of annual leave, including allowances, loadings and penalties paid for all purposes of the Agreement, and any other wages payable under the employee's contract of employment including any over Agreement payment.
- 29.5.3 The employee is not entitled to payments in respect of overtime, special rates or any other payment which might have been payable to the employee as a reimbursement for expenses incurred.

30. PERSONAL CARER'S LEAVE

30.1 General

- 30.1.1 The entitlement, accrual and taking of personal carer's leave shall be in accordance with this Agreement and the NES.
- 30.1.2 The purpose of making available personal carer's leave is to mitigate against financial hardship for employees resulting from absences due to genuine personal illness or injury ("personal sick leave"); or an illness, injury or unexpected emergency of a member of the

employee's immediate family or household ("carer's leave") that requires the employee to care for or support that person.

- 30.1.3 An employee's immediate family is as defined in the FW Act and includes the employee's spouse and a child, parent, grandparent, grandchild or sibling of the employee or the employee's spouse.

30.2 Entitlement and accrual

- 30.2.1 Subject to Clause 17.1.2 and the introduction of the 36 hour week, full time employees will receive 10 days (76 hours) of personal leave per year which will accrue on a progressive basis during the first year of service. On every anniversary of the employee's commencement with the company, an employee shall be entitled to receive a further (10) ten days personal leave.

- (i) When taking personal leave employees will be paid for the full rostered ordinary shift hours (e.g. 11 hours) but will only have 7.6 hours personal leave deducted from their accrued personal leave.
- (ii) The employees will be paid all personal leave at their rostered ordinary shift rate including shift and weekend penalties incorporated into their roster.
- (iii) When an employee is absent for part of a shift the actual hours absent from work will be deducted from their accrued entitlement and payment will be made for the actual hours absent from work.
- (iv) For accrual and deduction purposes a day will be defined as seven point six (7.6) hours. (Part day absences will be deducted up to a maximum of seven point six (7.6) hours).

- 30.2.2 Part time employees have a pro-rata entitlement to personal sick and carer's leave based on the entitlement of full time employees. Where an employee accrues rostered days off, that employee will be paid 7.6 hours per day of personal leave and 0.4 hours will be accrued to their rostered days off. At the end of each calendar year, 0.4 hours times the number of paid sick leave days taken by the employee is to be credited to the employees RDO bank.

- 30.2.3 Subject to satisfactory proof and notice being provided to the Company, an employee may be entitled to take 2 days of unpaid carer's leave to care for or support a member of the employee's immediate family or household who requires care or support if the employee does not have an accrued entitlement to any paid personal carer's leave, annual leave or other such leave.

30.3 Payment for paid personal/carers leave

- 30.3.1 If an employee takes a period of paid personal/carers leave, the employer must pay the employee the wages they would have received in respect of the ordinary hours the employee would have worked had the employee not been on leave during the relevant period.
- 30.3.2 The wages to be paid must be worked out on the basis of what the employee would have been paid under this Agreement for working ordinary hours during the period of leave, including allowances, loadings and penalties paid for all purposes of the Agreement, first

aid allowance and any other wages payable under the employee's contract of employment including any over Agreement payment.

- 30.3.3 The employee is not entitled to payments in respect of overtime, special rates or any other payment which might have been payable to the employee as a reimbursement for expenses incurred.

30.4 Taking personal carer's leave

An employee must give satisfactory notification including the reason for taking personal carer's leave to the employee's Supervisor as soon as practicable and generally prior to the commencement of their shift.

Personal carer's leave is subject to satisfactory proof being provided to the Company of the employee's illness or injury or the illness, injury or unexpected emergency of a member of the employee's immediate family or household.

However, for personal sick leave a medical certificate is to be produced after:

- (i) An employee has already taken 4 single day absences in a year for standard 8 hour shift workers or 2 single or 2 part day absences for 11 hour shift workers, being each consecutive 12 month period following the commencement of employment; or
- (ii) 2 or more consecutive days absence; or

Where it is impracticable to provide a medical certificate an employee may provide a statutory declaration.

A medical certificate or statutory declaration, as appropriate, is required for each occasion of carer's leave.

The Company may require the employee to provide a medical certificate or statutory declaration for any period of unpaid carer's leave.

Personal carer's leave cannot be taken for a period for which the employee receives workers' compensation.

31. COMPASSIONATE LEAVE

Compassionate leave shall be in accordance with the NES.

On the production of satisfactory evidence being given to the Company employees other than casual employees shall be entitled to 2 days without loss of pay on each occasion (permissible occasion) when a member of the employee's immediate family or household contracts or develops a personal illness that poses a serious threat to his or her life or sustains a personal injury that poses a serious threat to his or her life.

On the production of satisfactory evidence being given to the Company employees other than casual employees shall be entitled to 3 days without loss of pay on each occasion (permissible occasion) when a member of the employee's immediate family or household dies.

An employee's immediate family is as defined in the *FW Act* and includes the employee's spouse and a child, parent, grandparent, grandchild or sibling of the employee or the employee's spouse.

31.1 Payment for compassionate leave

- 31.1.1 If an employee, other than a casual employee, takes a period of compassionate leave, the employer must pay the wages they would have received in respect of the ordinary hours

the employee would have worked had the employee not been on leave during the relevant period.

- 31.1.2 The wages to be paid must be worked out on the basis of what the employee would have been paid under this Agreement for working ordinary hours during the period of leave, including allowances, loadings and penalties paid for all purposes of the Agreement, first aid allowance and any other wages payable under the employee's contract of employment including any over Agreement payment.
- 31.1.3 The employee is not entitled to payments in respect of overtime, special rates or any other payment which might have been payable to the employee as a reimbursement for expenses incurred.
- 31.1.4 For casual employees, compassionate leave is unpaid leave.

32. PARENTAL LEAVE

The entitlement to and taking of parental leave shall be in accordance with this Agreement and the NES.

32.1 Entitlement to parental leave generally

Full and part time employees who will have completed at least 12 months continuous service at the date of the expected birth of the employee's child or placement of the employee's adopted child and eligible casual employees will be entitled to parental leave in accordance with the NES and this Agreement.

Such employees may be entitled to 52 weeks unpaid parental leave to be the primary carer for the child. An employee may request that this period be extended for up to an additional 52 weeks. The Company will not unreasonably refuse such a request.

The period of an employee's parental leave is inclusive of all periods of leave taken by the employee and the employee's spouse in relation to the birth or placement of the child (including for example annual leave, long service leave, parental leave, special maternity leave and concurrent leave).

Parental leave may be taken in a single unbroken period in relation to the birth of a child by the employee or the employee's spouse in order to be the primary carer for the child.

32.2 Entitlement to concurrent leave

Concurrent leave is unpaid parental leave available to an employee who is not the primary carer at the date of birth of a child or placement of an adopted child. This leave can be taken concurrently with a spouse taking parental leave as the primary caregiver.

An employee is entitled to a period of up to eight weeks' concurrent leave (see subclause 32.7 for the entitlement to paid partner leave) at the time of the birth of the employee's child or placement of the employee's adopted child.

Concurrent leave must be taken at or after the date of the birth or placement of an adopted child, but must not end more than eight weeks after the date of the birth or placement of an adopted child.

32.3 Entitlement to special maternity leave

An employee may be entitled to take special maternity leave in relation to a pregnancy related illness.

An employee may also be entitled to take special maternity leave where the pregnancy ends within 28 weeks of the expected date of the birth other than by the birth of the child. If an employee has already commenced maternity leave in such a case maternity leave will continue until the employee and the Company agree that the employee should return to work or the Company gives at least 4 weeks notice for the employee to return to work.

32.4 Period of parental leave

A female employee who is pregnant:

- (i) may start parental leave from 6 weeks before the expected date of the birth. If the employee wishes to continue to work during this period the Company may require the employee to provide a medical certificate from an accredited medical practitioner stating that the employee is fit to continue to work.
- (ii) will be required to take parental leave for a period of at least 6 weeks from the date of the birth.

All other employees must commence parental leave on the date of birth of the child or the placement of the adopted child.

32.5 Non pregnancy related illnesses during the period of confinement

Where an employee suffers a non-pregnancy related illness during the period of confinement the employee may take any accrued paid personal leave in lieu of or in addition to special maternity leave for the duration of the illness subject to the employee meeting the requirements under this Agreement in relation to paid personal leave.

32.6 Paid Maternity Leave

32.6.1 This clause applies to full time employees who have completed 12 months continuous service at the time of the birth or placement of the child and are the primary caregivers of that child.

32.6.2 Entitlement

At the time of the birth or placement of the child, a full time female employee who is the primary caregiver is entitled to 12 weeks paid maternity leave at the employee's ordinary classification rate.

32.6.3 Paid Parental Leave Scheme

Employees may be eligible for up to 18 weeks at the rate of the national minimum wage under the federal Paid Parental Leave Scheme (PPLS). To be eligible, the employee must satisfy the eligibility requirements specified under the scheme

Where an employee is eligible for payment under the PPLS, the Company will pay only the difference between the amount received by the employee under the PPLS and the employee's ordinary classification rate for 12 weeks. To avoid doubt, the employee will not be entitled to 12 weeks of ordinary weekly wages payable by the Company plus the money from the PPLS.

32.7 Paid Partner Leave

Full time employees who have completed 12 months continuous service shall be entitled to one week (38 hours) paid partner leave (taken as concurrent leave) on the birth or placement of their child. Payment will be at the wages they would have received in respect of the ordinary hours the employee would have worked had the employee not been on leave during the relevant period.

The wages to be paid must be worked out on the basis of what the employee would have been paid under this Agreement for working ordinary hours during the period of leave, including allowances, loadings and penalties paid for all purposes of the Agreement, first aid allowance and any other wages payable under the employee's contract of employment including any over Agreement payment.

The employee is not entitled to payments in respect of overtime, special rates or any other payment which might have been payable to the employee as a reimbursement for expenses incurred.

In cases of still birth, paid partner leave may be granted subject to the production of substantiating medical evidence but not where the pregnancy terminates earlier than twenty weeks prior to the expected date of delivery.

If, during the life of this Agreement, a paid parental leave scheme is introduced by the federal government that provides for paid partner (or concurrent) leave, the Company will only pay the difference between the amount paid by the Scheme and the [employee's ordinary weekly wage for the week of paid leave] amount required to be paid pursuant to this clause.

33. COMMUNITY SERVICE LEAVE

- 33.1** An employee who engages in eligible community service activities including emergency management activities for organisations such as the CFA or SES, may be absent from work by reason of engaging in such activities, in accordance with the provisions contained in the NES. The employee will be required to provide notice and documentation to support the taking of such leave and the Company has the right to refuse leave if no evidence is provided. If an Employee is reasonably required to attend an emergency, they shall be granted unpaid time off to attend.
- 33.2** Subject to sub-clause 33.4, if an employee is required to attend for jury service during the employee's ordinary working hours the employee will be reimbursed by the Company an amount equal to the difference between the amount paid in respect of the employee's attendance for such jury service and the amount of pay the employee would have received in respect of the ordinary time the employee would have worked had the employee not been on jury service.
- 33.3** An employee must notify the Company as soon as possible of the date upon which the employee is required to attend for jury service
- 33.4** To be entitled to paid jury service as provided for in subclause 33.2 employees will be required to provide the Company with:
- (i) Evidence that the employee has taken all necessary steps to obtain any amount of jury service pay that the employee may be entitled to under relevant laws;
 - (ii) Proof of the duration of attendance; and
 - (iii) Evidence of the total amount, even if that amount is nil, of jury service pay that has been paid or that is payable to the employee for the period of jury service.

34. LONG SERVICE LEAVE

The parties agree that the below conditions only apply to the extent that it is more favourable than the entitlement under the NES.

Employees will be entitled to:

- (i) 13 weeks Long Service Leave with pay after the completion of 10 years continuous service
- (ii) Additional entitlements occur at the rate of six and a half weeks leave with pay in respect of each additional period of five completed continuous years of service.
- (iii) 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.
- (iv) All other matters are covered by the Victorian (State) Long Service Leave Act.

35. PUBLIC HOLIDAYS

35.1 Prescribed Public Holidays

35.1.1 A full-time employee is entitled to the following public holidays, without loss of pay:

- (i) New Year's Day (1 January);
- (ii) Australia Day (26 January);
- (iii) Labour Day or Eight Hours' Day;
- (iv) Good Friday;
- (v) Easter Saturday;
- (vi) Easter Monday;
- (vii) Anzac Day (25 April);
- (viii) Queen's Birthday;
- (ix) AFL eve Grand Final;
- (x) Melbourne Cup Day or a local equivalent;
- (xi) Christmas Day (25 December);
- (xii) Boxing Day (26 December);
- (xiii) Any other day declared by or under a law of the State of Victoria to be observed generally within the State or a region of the State as a public holiday.

35.1.2 Where another day is generally observed in a locality in substitute for any of the above days, that day shall be observed as the public holiday in lieu of the prescribed day.

35.1.3 An employee may be requested to work on a public holiday in accordance with the FW Act.

Where a public holiday falls on a Saturday or a Sunday and a substituted day is declared under the law of the State of Victoria or prescribed in an incorporated award term, payment for working on the Saturday or Sunday will be at the appropriate penalty rates prescribed in the incorporated award term. Payment for working on the substitution day will be at the appropriate penalty for working on public holidays.

35.2 Payment for working on a Public Holiday

35.2.1 Employees who are rostered and required to work on Public Holidays must elect prior to working the rostered shift either:

- (i) be paid at the rate of double time and one half of the ordinary day shift rate; or
- (ii) be paid time and one half of the ordinary day shift rate and receive one (1) accrued lieu day ("ALD").

35.2.2 ALDs ("Accrued Lieu Day")

An employee may elect to:

- (i) Take their ALD as a day of leave. This may normally be taken at times as mutually agreed between the employee and the Company; or
- (ii) to be paid the equivalent amount in money at their classification rate for their ALD.

All ALDs for the previous 12 months must be cleared by the last pay period before Christmas. If the employee has not taken or elected to be paid their ALD, the Company will pay out the remaining ALD days on the last pay period before Christmas at the employee's classification rate.

- 35.2.3 Where a shift commences or finishes on a public holiday, the entire shift will be paid at Public Holiday rates, provided that an employee will not receive payment at Public Holiday rates twice, for the same calendar day.

E.g. where a public holiday falls on a Tuesday, and an employee rostered to work Monday night is not subsequently rostered to work on the immediately following Tuesday night, they will receive payment for the entirety of the Monday shift at double time and a half.

36. ACCIDENT MAKE UP PAY

- 36.1 The Company will pay 52 weeks accident make up pay from the date of injury on acceptance of a compensation claim to employees covered by this Agreement and applicable to claims accepted after the commencement of this Agreement.
- 36.2 Accident make up pay shall be equal to the difference between the worker's compensation payment and the Employee's pre-injury average weekly earnings as defined by the Workplace Injury Rehabilitation and Compensation Act 2013.
- 36.3 Make up pay is only payable when compensation is paid for a work related injury.

PART VII - TERMINATION OF EMPLOYMENT & REDUDANCY

37. NOTICE OF TERMINATION

37.1 Notice by Employer

- 37.1.1 In order to terminate the employment of an employee entitled to notice under this clause the Company 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

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

- 37.1.2 Payment in lieu of the notice prescribed in this clause 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.
- 37.1.3 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, the employer 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);
 - (ii) the amounts ordinarily payable to the employee in respect of those hours, including (for example) allowances, loading and penalties; and

- (iii) any other amounts payable under the employee's contract of employment.

37.1.4 The period of notice in this clause does not apply:

- (i) in the case of dismissal for serious misconduct;
- (ii) 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 agreement;
- (iii) to probationary employees. Notice for probationary employees is in accordance with clause 13.1; and
- (iv) to casual employees.

37.1.5 Where the Company has given notice to an employee, the employee shall be allowed up to one day's time off without loss of pay for the purpose of seeking other employment. The time off shall be taken at times that are convenient to the employee after consultation with the Company.

37.2 Notice by Employee

The notice of termination required to be given by an employee shall be in accordance with the Relevant Awards.

38. REDUNDANCY / SEVERANCE

38.1 Consultation

- 38.1.1 Where the Company has made a decision that it no longer wishes the job an employee has been doing 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 with their unions.
- 38.1.2 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.
- 38.1.3 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 their union, 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.

38.2 Severance Pay

If redundancies are still necessary after following the procedures set out above, the formula to apply is as follows:

- Four weeks severance pay; and

- Two weeks pay for each completed year of service with the PTC to a maximum of 20 weeks; and
- Three weeks pay for each completed year of service after 1 July 2000 with the Company to a maximum of 21 weeks.

38.3 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 employment of this agreement with continuity of entitlements, 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.

39. EMPLOYEE REPRESENTATIVES

- 39.1** The Company recognises, upon notification, the role of elected employee representatives, who may be a union delegate. Employee representatives will be provided with reasonable time to represent employees at the workplace on matters that pertain to the employment relationship between the Company and employees covered by this Agreement.
- 39.2** The Company will extend the usual courtesy of providing reasonable time and access to resources such as telephone, photocopier and the employee notice board to allow elected employee representatives to carry out their role and activities that are directly related to matters that pertain to the employment relationship between the Company and employees covered by this Agreement.
- 39.3** Employee representatives will also be entitled to 5 days paid training leave per year for the life of this agreement. The training courses and the period of leave must be approved by the Company beforehand. Agreement will not be unreasonably withheld.

40. SUPPLEMENTARY LABOUR

- 40.1** 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.
- 40.2** Prior to the employment of supplementary labour, and, where practical, the training and on transfer of existing employees will be considered. Training will be considered when the skill requirement is long term and the work of sufficient volume to justify the training investment and retention of

competence by the employee in the required skill. Where training is proceeding, supplementary labour hire may be required to address the immediate workload.

- 40.3** 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.
- 40.4** Whenever practical, employment will be by a term contract for an initial period no longer than six (6) months or as otherwise agreed by the parties.
- 40.5** Fixed term employees shall be engaged at the classification level appropriate to the work to be undertaken and paid accordingly.
- 40.6** Where the employment of fixed term employees is not practical the engagement of supplementary labour or contractors (engaged to undertake work performed by VLM Employees employed in the classifications described in the Agreement) will be utilised.
- 40.7** The engagement of supplementary labour (engaged to undertake work performed by VLM Employees employed in the classifications described in the Agreement) is to be used to support the existing full time employees in overcoming excessive workloads or skill shortages and not to undermine permanency of employment.
- 40.8** Preventing the Undermining of Job Security and Terms and Conditions of Employees

The company shall only use supplementary labour and employees of supplementary labour companies to do work performed by VLM Employees employed in the classifications described in the Agreement who apply and receive wages and employment conditions that are no less favourable than provided for in this Agreement for equivalent or similar work.

40.9 Implementation Consultation

Prior to the implementation of Supplementary Labour, the company will consult employee representatives (which will be the relevant unions for union members). The purpose of this consultation is to ensure that the implementation of supplementary labour arrangements is consistent with the terms of this clause.

41. INTRODUCTION OF CHANGE/CONSULTATION

41.1 This term applies if:

- 41.1.1** Prior to the Company making a definite decision to introduce a major change to production, program, organisation, structure, or technology in relation to its enterprise; and
- 41.1.2** the change is likely to have a significant effect on Employees.

41.2 Prior to making a definite decision to implement major change, the Company must notify the relevant Employees of the potential decision to introduce the major change.

- 41.3** The relevant Employees may appoint a representative for the purposes of the procedures in this term.
- 41.4** If:
- 41.4.1 a relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation; and
 - 41.4.2 the Employee or Employees advise the Company of the identity of the representative;
the Company must recognise the representative.
- 41.5** As soon as practicable after making its decision, the Company must:
- 41.5.1 discuss with the relevant Employees:
 - i. the introduction of the change; and
 - ii. the effect the change is likely to have on the Employees; and
 - iii. measures the Company is taking to avert or mitigate the adverse effect of the change on the Employees; and
 - 41.5.2 for the purposes of the discussion - provide, in writing, to the relevant Employees:
 - i. all relevant information about the change including the nature of the change proposed; and
 - ii. information about the expected effects of the change on the Employees; and
 - iii. any other matters likely to affect the Employees.

- 41.6** However, the Company is not required to disclose confidential or commercially sensitive information to the relevant Employees.
- 41.7** The Company must give prompt and genuine consideration to matters raised about the major change by the relevant Employees.
- 41.8** If a term in the Agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the Company, the requirements set out above are taken not to apply.
- 41.9** In this term, a major change is likely to have a significant effect on employees if it results in:
- 41.9.1 the termination of the employment of Employees; or
 - 41.9.2 major change to the composition, operation or size of the Company's workforce or to the skills required of Employees; or
 - 41.9.3 the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
 - 41.9.4 the alteration of hours of work; or
 - 41.9.5 the need to retrain Employees; or
 - 41.9.6 the need to relocate Employees to another workplace; or
 - 41.9.7 the restructuring of jobs.
- 41.10** In this term, relevant employees means the Employees who may be affected by the major change.

Change to regular roster or ordinary hours of work

- 41.11** The Company will also commit to:
- 41.11.1 Provide information to Employees about the change;
 - 41.11.2 Invite the Employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities), which on request, will include a vote on one or more viable roster options which meet the operational requirements of the Company;
 - 41.11.3 Consider any views given by the Employees about the impact of the change;
 - 41.11.4 Allow for representation of those Employees for the purposes of that consultation; and
 - 41.11.5 Not unreasonably refuse to implement a proposal from employees and/or their representatives which meets the operational requirements of the Company.
- 41.12** Provided that such consultation will operate in conjunction with any other term (e.g. Roster Change Process at Clause 18) of the Agreement requiring consultation or agreement with Employees in relation to changes to hours of work or related matters.

42. INDUSTRIAL DISPUTE RESOLUTION

42.1 Industrial Disputes

The objective of the parties 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 productivity and remuneration.

It is the intention of this procedure to resolve by direct consultation and negotiation between the employee representatives or Union, Employee and the Company any grievance, dispute, claim or problem that relates to an industrial matter, safety matter and matters pertaining to the National Employment Standards.

42.2 Industrial Disputes Resolution Procedure

The following four stage procedure shall be adhered to in resolving matters under this clause:

- 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.
- 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.
- 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;
- 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.

The Union, Employee and Company may during this process refer the matter in dispute to an agreed independent person for conciliation, which shall be agreed by the parties to the dispute.

The Company, Employees and Unions shall attempt to inform each other at the earliest possible opportunity of any issue or problem that may give rise to a grievance or dispute.

Throughout each of the above stages of the procedures, all relevant facts shall be clearly identified and recorded and reasonable time limits allowed for the completion of the various stages of discussion. At least seven days should be allowed for all stages of the discussions to be finalised.

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, the Union, Company and Employees can jointly or individually refer the matter to Fair Work Commission for conciliation and assistance in resolving the dispute. In the event that conciliation is exhausted and is not successful a request to Fair Work Commission for arbitration may be initiated by the Union, Company or Employee(s) concerned. The parties covered by this Agreement agree to be bound by the decision of FWC, subject to the right of appeal.

The parties to the dispute agree that during the resolution of matters in accordance with this clause the parties shall be committed to avoid stoppages of work, lockouts or any other bans or limitations on the performance of work.

The Company shall ensure that all practices applied during the operation of these procedures are in accordance with the Safe working practices.

Where a dispute exists and whilst that dispute remains unresolved and is being addressed through this procedure, the Company and Employees 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 process to resolve the matter.

43. SAFETY ISSUES RESOLUTION

43.1 Safety Issues

Genuine safety issues relevant to this Clause will be the province of the relevant Safety Committee and isolated from industrial matters covered by Clause 42 above.

The parties to this Agreement abhor the loss of life, sickness and disability caused at work. The parties agree to the establishment/continuation of health and safety committees in each workplace and the recognition rights and training for health and safety representatives.

The parties are committed to pursuing the best means of safeguarding and improving the working life and health of employees.

43.2 Safety Issue Resolution

All matters involving occupational health and safety issues shall be dealt with in accordance with the provisions of the Occupational Health and Safety Act 2004 (VIC) (as amended from time to time).

44. RENEWAL OF AGREEMENT

The parties agree to commence negotiation for a replacement Agreement no later than three months prior to the expiry of this Agreement.

PART VIII - FLEET MAINTENANCE

45. APPLICATION

Part V of this Agreement only applies to those employees in the Fleet maintenance part of the Company covered by the classifications in clause 47.1.

46. RELEVANT AWARD

The Relevant Award for employees covered by the classifications in clause 47.1 is the *Manufacturing and Associated Industries Award 2020*.

47. CLASSIFICATIONS

47.1 Classifications

47.1.1 Classifications in this Agreement are:

Classification	C-Level
Cleaner	C13
Wash Plant Operator Non Artisan Running Gear Repairer Service Unit Operator	C12
Train Examiner	C11
Car builder, Upholster, Carpenter, Painter, Panel Beater Utilities Assistant Fitter, Diesel Mechanic Electrical Fitter, Electrical Mechanic	C10
Car Body Maintainer 1 Carriage Maintainer 1 -(Mechanical) Carriage Maintainer 1 -(Electrical)	C9
Car Body Maintainer 2 Carriage Maintainer 2 -(Mechanical) Carriage Maintainer 2 -(Electrical)	C8
Diesel Maintainer Carriage Maintainer 3 (Electrical/Air-conditioning refrigeration)	C7

47.1.2 The above classification table will not operate so as to reduce an employee's current classification level.

47.1.3 The above Classifications are the current classifications that apply to employees at VLM. However, the classification of employees, in respect of the abovementioned positions or any other positions that arise, shall always be open to review via a classification process in accordance with the Metal Industry Competency Standards and Implementation Guide. Further, any classification process may identify a higher C-level ie. C6 or above.

47.1.4 The corresponding C-Levels in sub-clause 47.3.1 are based on the skills and competencies that are normally required to perform duties in that classification. However, where an

employee has additional skills or competencies, that the Company requires the employee to use in performing their duties, that employee may be paid at a higher C-Level.

47.1.5 All classification levels represent employees for whom cross-skilling (multi-skilling where applicable as per appendix 3 of this agreement), including trade to non-trade and trade cross trade, is unlimited providing OH&S guidelines are met.

47.1.6 It is agreed that the primary determinant of appropriate classification levels and numbers required in this Agreement, are the number required per level and the associated competencies obtained and training completed.

47.2 Reclassification/Competency Standards

47.2.1 The Company and the unions agree to continue to consult about the competency standards and skills matrix that 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.

47.2.2 It is agreed that any employee who is reclassified into a higher paid classification during the classification review process will be back paid to the date the employee commenced the duties.

47.2.3 Where required, the parties shall agree on an independent assessor(s) to undertake a classification review. The outcome by the independent assessor(s) shall be binding on all parties.

47.3 Classification Progression

47.3.1 Progression for apprentices and mechanical or electrical trades:

- An employee who has a mechanical or electrical trade will be employed as a Carriage Maintainer Level 1 upon commencement of employment.
- In respect of Employees who have less than 12 months post-trade experience and who did not complete their apprenticeship performing work for VLM, they shall be classified at C10 and reviewed by an assessor within 12 months of the commencement of their employment.
- In respect of an apprentice who has completed the apprenticeship performing work for VLM, they shall, after completing their apprenticeship, be classified as Carriage Maintainer Level 1.

47.3.2 Progression from Carriage Maintainer 1 to Carriage Maintainer 2 or higher:

- An employee will progress from a Carriage Maintainer Level 1 to a Carriage Maintainer Level 2 or higher after the employee completes:
- 12 months employment as a Carriage Maintainer 1; and
- Reviewed by a classification assessor and classified at a Carriage Maintainer Level 2 or higher.

47.3.3 Progression from Apprentices/Car Body trades to Car Body Maintainer 1:

- An employee will progress from Car Body trades to a Car Body Maintainer 1 after the employee completes 1 year experience working on Rail Passenger Vehicles. Any further progression will be done via a classification review by an assessor.

- In respect of Employees who have less than 12 months post-trade experience and who did not complete their apprenticeship performing work for VLM, they shall be classified at C10 and reviewed by an assessor within 12 months of the commencement of their employment.
- In respect of an apprentice who commenced their apprenticeship after 01/07/12 and completed their apprenticeship performing work for VLM, they shall, after completing their apprenticeship, be classified as C10 and reviewed by an assessor after completing a further 6 months work at this classification.

47.3.4 Apprentices shall be paid in accordance with the following as a percentage of the Carriage Maintenance Employee C10 rate. The applicable pay rate shall be an all inclusive rate of pay.

Type of apprentice	First year	Second year	Third year	Fourth year
Junior apprentice	50%	60%	75%	88%
Adult apprentice*	55%	75%	88%	92%

* For clarification, an adult apprentice is an apprentice who commences their apprenticeship after the age of 21 years whether it was with or prior to commencing with the company.

48. REMUNERATION

48.1 Wage Rates

48.1.1 The established weekly wage rate level and agreed increases over the life of this Agreement for employees are as follows:

CLASSIFICATION	Current	First Full Pay Period after 1/7/2019	Hourly Rate	First Full Pay Period after 1/7/2020	Hourly Rate
C13	\$1,258.18	\$1,289.64	\$33.9380	\$1,321.89	\$34.7865
C12	\$1,341.02	\$1,374.55	\$36.1723	\$1,408.91	\$37.0766
C11	\$1,417.60	\$1,453.04	\$38.2379	\$1,489.37	\$39.1938
C10	\$1,534.32	\$1,572.68	\$41.3863	\$1,612.00	\$42.4212
C9	\$1,611.11	\$1,651.39	\$43.4576	\$1,692.67	\$44.5440
C8	\$1,687.70	\$1,729.89	\$45.5235	\$1,773.14	\$46.6616
C7	\$1,765.33	\$1,809.46	\$47.6175	\$1,854.70	\$48.8079
C6	\$1,917.89	\$1,965.84	\$51.7326	\$2,014.98	\$53.0259

	36 hour implementation 14 March 2021	First Full Pay Period after 1/7/2021 (1.75%)	Hourly Rate	First Full Pay Period after 1/1/2022 (1.75%)	Hourly Rate	First Full Pay Period after 1/7/2022 (1.75%)	Hourly Rate	First Full Pay Period after 1/1/2023 (1.75%)	Hourly Rate
C13	\$36.96	\$1,358.85	\$37.7457	\$1,382.63	\$38.4063	\$1,406.82	\$39.0784	\$1,431.44	\$39.7623
C12	\$39.39	\$1,448.30	\$40.2306	\$1,473.65	\$40.9347	\$1,499.44	\$41.6510	\$1,525.68	\$42.3799
C11	\$41.64	\$1,531.01	\$42.5280	\$1,557.80	\$43.2723	\$1,585.06	\$44.0295	\$1,612.80	\$44.8001
C10	\$45.07	\$1,657.08	\$46.0299	\$1,686.08	\$46.8354	\$1,715.58	\$47.6551	\$1,745.61	\$48.4890
C9	\$47.33	\$1,740.00	\$48.3333	\$1,770.45	\$49.1792	\$1,801.43	\$50.0398	\$1,832.96	\$50.9155
C8	\$49.58	\$1,822.72	\$50.6310	\$1,854.62	\$51.5171	\$1,887.07	\$52.4186	\$1,920.09	\$53.3360
C7	\$51.86	\$1,906.56	\$52.9600	\$1,939.92	\$53.8867	\$1,973.87	\$54.8298	\$2,008.41	\$55.7893
C6	\$56.34	\$2,071.32	\$57.5368	\$2,107.57	\$58.5436	\$2,144.45	\$59.5682	\$2,181.98	\$60.6106

48.1.2 Subject to agreed ongoing flexibility, the wage increases in the table above shall be payable as follows:

- On the first full pay period after the Agreement commences operation:
- Employees will receive a payment about equal to the amount they would have received if the increase on 1 July 2019 (2.5%) had taken effect. The amount will be calculated from the first full pay period on or after 1 July 2019 and will exclude allowances; and
- Employees will receive a payment about equal to the amount they would have received if the increase on 1 July 2020 (2.5%) had also taken effect. The amount will be calculated from the first full pay period on or after 1 July 2020 and will exclude allowances; and
- The parties agree that 5 minutes per shift (for 11 hour shift workers) will be included in the base hourly rate from the implementation of the 36 hour week arrangements, effective from the first full pay period in March 2021 (commencing 14 March 2021). For example: When Employees commence the 36-hour week, their weekly earnings, as described in clause 48.1.1 will be divided as per the calculated example below. The value of that calculation will be the employees new base hourly rate. This rate will increase in line with the future wage increases.

Example (actual figures as per wage table at clause 48.1.1) of the calculation of the new rate of \$49.36 p/hr for a C7 employee working a 36 hour week (which will apply from the first full pay period in March 2021):

At 30 June 2019, a C7 employee is paid \$1,765.33 per week, meaning \$1765.33/38 hours = \$46.4560 per hour.

Fortnight equivalent for 76 hours: \$1,765.33 x 2 = \$3,530.66.

Plus the employee currently receives an additional 0.5hrs as part of the roster pattern. The additional 0.5 hrs is equivalent to \$23.228 (\$46.456/2)

Total fortnightly pay for 76.5 hours: \$3,530.66 + \$23.228 = \$3553.888

Divide \$3553.888 by 72 for the proposed 36-hour week = \$49.360

Therefore, \$49.360 becomes the example base hourly rate for a C7 employee working a 36-hour week (based on the wage applicable at 30 June 2019)

- The remaining wage increases shall be payable from the beginning of the first full pay period on or after the dates shown in the table above at clause 48.1.1.

Weekly Wage rates include and compensate fully for:

- All allowances not prescribed in clause 48.2 (excluding the meal allowance);
- All skills and competencies within the employee's classification.

48.2 Allowances

48.2.1 The only allowances that will apply in addition to the wage rates in clause 48.1 in this Agreement are as follows:

Allowance Type	Current	1-Jul-19 2.50%	1-Jul-20 2.50%	1-Jul-21 1.75%	1-Jan-22 1.75%	1-Jul-22 1.75%	1-Jan-23 1.75%
Consolidated Vehicle & Disability Allowance (8 hrs shift roster (48.2.2))	\$5.45	\$5.59	\$5.73	\$5.83	\$5.93	\$6.03	\$6.14
Consolidated Vehicle & Disability Allowance (11 hr shift roster (48.2.2))	\$7.76	\$7.95	\$8.15	\$8.30	\$8.44	\$8.59	\$8.74
Sanding Allowance (48.2.3)	\$5.04	\$5.17	\$5.30	\$5.39	\$5.48	\$5.58	\$5.68
Graffiti Allowance (48.2.4)	\$0.75	\$0.77	\$0.79	\$0.80	\$0.82	\$0.83	\$0.84
"A" Grade Electrical Allowance (48.2.6)	\$40.01	\$41.01	\$42.04	\$42.77	\$43.52	\$44.28	\$45.06
Toilet Allowance (48.2.7)	\$5.04	\$5.16	\$5.29	\$10.00	\$10.17	\$10.35	\$10.53

48.2.2 Consolidated Vehicle & Disability Allowance

This allowance will continue to be paid in accordance with the existing arrangements and is not for all purposes.

48.2.3 Sanding

The sanding allowance will be paid to an employee(s) nominated to perform the sanding function at WMD.

48.2.4 Graffiti Allowances

The graffiti allowances will be paid to Car Cleaners in accordance with the existing arrangements.

48.2.5 Distress and Trauma Allowance

Where Field Maintenance employees are required to attend to work directly involved with train accidents involving traumatic personal injuries or deaths, they are to be paid compensation of 25% of their normal hourly rate for the whole of the shift concerned (ie equivalent to 2 hours at single rate would be paid for an eight hour shift).

This allowance will not be paid for all purposes.

48.2.6 'A' Grade Electrical Licence Allowance

Payment of an 'A' Grade Electrical Licence allowance will be made to all qualified electrical tradespersons who hold a current licence. Payment will not be made after the expiry date of the licence if the employee has not provided evidence of the renewal of that licence to payroll.

48.2.7 Toilet Allowance

The toilet allowance will be paid to staff repairing toilet macerators, clearing evacuation pipes and replacing Sanivac units, from the date of commencement of this Agreement.

From 1 July 2021 this allowance will increase to \$10.00 per repair in accordance with this clause, and will increase with annual wage increases..

PART IX - CLERICAL, ADMINISTRATION, SUPERVISORY, TECHNICAL & PROFESSIONAL ENGINEERS

49. APPLICATION

Part VI of this Agreement only applies to those clerical and administration employees in the engineering part of the Company employed to perform work which would, but for this agreement, fall within the Clerical, Administration and Professional classifications in the Railways Salaried Employees Award 2002 as it stood on 1st March, 2006.

50. AWARD TERMS INCORPORATED INTO THIS AGREEMENT

- 50.1** Subject to this clause, this Agreement incorporates by reference the terms of the Railways Salaried Employees Award 2002 as it stood on 1st March, 2006.
- 50.2** The incorporated award terms shall only apply to Employees who would, but for this Agreement, be covered by the Railways Salaried Employees Award 2002 as it stood on 1st March, 2006.
- 50.3** In incorporating award terms by reference into this agreement they are to be read as altered to incorporate any necessary changes resulting from them being provisions of an agreement rather than provisions of an award.
- 50.4** The parties have not identified any award term that was in operation just before this agreement was made which would constitute an "unlawful term" within the meaning in the Fair Work Act 2009. However, if any such award term exists, it is not incorporated into this Agreement.
- 50.5** Where there is any inconsistency between a provision in this Agreement and an incorporated award provision, the provision in this agreement shall prevail to the extent of any inconsistency.

51. PENALTY PAYMENTS

51.1 Definition

In this Part 2, the following terms have the following meaning:

- 51.1.1** Normal rate" is the base rate of pay.
- 51.1.2** Overtime" means all hours worked outside the standard hours of work as defined under Part 1 clause
- 51.1.3** Each hour (or part thereof) of overtime shall be paid at the rate applicable on the day on which the hour (or part thereof) was worked.
- 51.1.4** Monday to Saturday Work
Subject to the provisions of clause 2.4, any overtime hours of work performed in the first eleven (11) hours of the shift being worked between midnight on Sunday and midnight on Saturday shall be subject to payments at time and a half.
Overtime hours in excess of an eleven (11) hour shift shall be paid at double time rate.

52. SIGNATORIES

The parties to this Workplace Agreement are committed to the provisions contained herein.

Signed for and on behalf of Bombardier Transportation (V/Line Classic) Australia Pty Ltd by:

_____ of _____
Name Address

Signature date

Position

The above person is authorised by **Bombardier Transportation (V/Line Classic) Australia Pty Ltd** to sign the Agreement on its behalf.

In the presence of:

_____ of _____
Name Address

Signature date

Position

Signed for and on behalf of the Employees by:

The Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union (Victorian Branch):

_____ of _____
Name Address

Signature date

Position

In the presence of:

_____ of _____
Name Address

Signature date

Position

The Communication, Electrical & Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia (Victorian Branch):

_____ of _____
Name Address

Signature date

Position

In the presence of:

_____ of _____
Name Address

Signature date

Position

Australian Rail, Tram & Bus Industry Union (Victorian Branch):

_____ of _____
Name Address

Signature date

Position

In the presence of:

_____ of _____
Name Address

Signature date

Position

Employee representative covered by the Agreement:

_____ of _____
Name Address

Signature date

Position

In the presence of:

_____ of _____
Name Address

Signature date

Position

APPENDIX 1 – TRANSFERRED EMPLOYEE TRAVEL PASS

Eligibility

An employee who transferred from PTC/ V/Line Passenger to National Express (V/Line Passenger Maintenance) on 29 August 1999, under transmission of business, is eligible to be issued an Interstate Travel Pass after completing twelve months of service.

Entitlement

Employees when granted paid leave of absence may be issued an Interstate Travel Pass for self and eligible dependents, subject to certain conditions. Employees are entitled to one free Interstate travel pass in any annual leave year. Such entitlement, if unused, does not accumulate.

Employees are issued with an interstate Free Travel Voucher which is exchanged for a ticket, enabling travel on:

- a) Intersystem train services that extend services that extend beyond Victorian border stations
- b) Intersystem services that extend beyond V/Line interstate Rail/Coach Link Service terminals
- c) Other intersystem services that entail travel across at least one State border.
- d) An eligible employee may be issued with one free travel voucher for Northern States or for Western States during the leave period in the one annual leave year.

Interstate Free Travel Vouchers are not available for travel on:

- a) Public transport services in the metropolitan area of any capital city on Chartered or privately owned interstate services unless designated a service of the particular Rail system
- b) Tourist services
- c) Certain intersystem services as nominated from time to time.

Interstate pass entitlements as set out above will apply for the duration of this Agreement.

RETIRED EMPLOYEE PASS (R.E.T.A)

Eligibility

An employee who transferred from PTO V/Line Passenger to National Express (V/Line Passenger Maintenance) on 29 August 1999, under transmission of business, is eligible to be issued a Retired Employee Travel Authority (R.E.T.A.) at the time of retirement on account of age or ill health, provided they have completed a combined total of 20 years' service with these organisations.

The spouse and/or eligible dependents of such an employee shall also be entitled to be issued with a RETA for the same period.

- a) Where a Company employee who has met the above criteria is made redundant then they, their spouse and eligible dependents shall be able to obtain a RETA upon the redundant employee reaching retirement age.
- b) In the event of the death of a Company employee, then their spouse and/or eligible dependents shall be entitled to be immediately issued with a RETA, provided the employee had attained 20 years' service as provided above.

New employees who commence after 28 August 1999 are ineligible for a retirement pass even if they achieve 20 years' service with the Franchisees. However this does not include franchisee employees who resign and then commence with another Franchise Company without a break of service.

Employees who become eligible for a Retired Employee Travel Pass after 28 August 1999 are ineligible for any intersystem travel concessions.

NOTE

Employees who resign are NOT eligible for after retirement travel and other concessions. However, employees who resign after reaching the minimum retiring age are considered to have retired age are considered to have retired and maybe eligible for after retirement entitlements.

APPENDIX 2 –STANDARD TOOLKIT REQUIREMENT

MINIMUM ELECTRICIANS TOOL KIT

NOTE: ALL TOOLS MUST BE TRADE QUALITY

-
- Tape 8m
-
-
- Pliers long nose
- Screwdriver 7 piece (insulated)
- Centre Punch
- Hacksaw frame 12"
- Wrench adjustable 100mm
- Wrench adjustable 200mm
- Wrench adjustable 250mm
- Multigrips 250mm (10")
- Tin Snips
-
- Hammer 16oz ball pien
- Hex key 8 set imperial to 3/8
- Hex key 8 set metric to 10mm
-
- Spanner Set (combination ring & open end 22mm)
- Cold Chisel

MINIMUM FITTER & TURNER TOOL KIT

NOTE: ALL TOOLS MUST BE TRADE QUALITY

-
- Tape 8m
- Rule Steel 300mm/12" (metric/imperial)
- Rule Steel 150mm/6" (metric/imperial)
- Dividers spring solid nut 150mm (6")
- Block Square 150mm
- Vice grip
- Feeler gauges 75mm 20 blades metric
- Pinch Punch Set long series 8 piece 2.5-10mm
- Cold Chisel 230 x 22mm
- Centre Punch 125 x 16 x 8 mm
- Hacksaw frame 12"
- Multigrips 250mm (10")
- Tin Snips
-
- Screwdriver Set standard blade & Phillips 7 piece
- Hammer 350gm (12oz) ball pien
- Wrench adjustable 300mm
- Wrench Tap T type 2-6mm capacity
-
- Hex key 8 set imperial to 3/8
- Hex key 8 set metric to 10mm
- Pliers combination 200mm
- Pliers long nose 180mm 654-71
- Spanner Set (14 piece combination ring & open end metric)

MINIMUM VEHICLE BUILDER TOOL KIT**NOTE: ALL TOOLS MUST BE TRADE QUALITY**

-
- - Tape 8m
 - Rule Steel 300mm/12" (metric/imperial)
 - Rule Steel 150mm/6" (metric/imperial)
 - Scribes double-ended 220mm
 - Hammer 900gm (32oz) ball pien
 - Hammer 350gm (12oz) ball pien
 - Wrench adjustable 300mm
 - Wrench adjustable 150mm
 - Cold Chisel 230 x 22mm
 - Centre Punch 125 x 16 x 8 mm
 - Hacksaw frame 12"
 - Pliers or multigrips
 - Vice grip x 2
 - Screwdrivers blade x 2
 - Screwdrivers Phillips x 2
 - Screwdrivers Pozidrive x 2
 - Square Combination 300mm
 - Allen key 8 set imperial
 - Allen key 8 set metric
 -
 - Spanner Set 14 pc metric ring/open end
 - Tin Snips

APPENDIX 3 - SHOP FLOOR FLEXIBILITY INITIATIVES

This section is to be read in conjunction with clause 15.2 Business Improvement Initiatives as contained within this enterprise agreement.

Shop floor employees employed under this enterprise agreement are to work within their core trade on allocated tasks, whenever it's needed, respecting constraints (examples: License trade restrictions, OH&S & Quality requirements & core trade boundaries)

In line with to C Class streams and subject to the restraints set out above, employees are required to apply the skills and competencies expected of the classification they have attained.

Note: Below are examples of tasks that are underpinned by employee skills and competencies, through the life of this agreement this list may be added to, amended as and when required by agreement through consultation with the Consultative Committee. It is the intention of this document to clarify ongoing applicability of current working practices to meet the spirit of greater flexibility and enhanced teamwork as required by the local committee.

1. OH&S.

All staff to be responsible for their own safety as well as creating a safe environment for colleagues including preparing vehicles for work (examples: locking roads, placing chocks) and housekeeping (Clean as you go)

2. TEAM WORK

Trades to assist other trade staff as required to complete agreed tasks

All staff to use load shifting equipment, hand tools, manual and motorized if competent as required to complete task being worked on individually or by another member of the team.

All staff, are to assist each other when required. (Examples: removal of covers and engine hatches, connection of shop air shore supply where competent)

Staff who are trained and competent to setup/operate jacks for lifting of Sprinters/Vlocity when required.

EXAMPLES:

a) Electrical

- Uploading of wheel diameters onto vehicles
- Air con seal replacement
- Remove various components to gain access to electrical equipment
- Vlocity ditch light cover replacement can be replaced by a carbuilder and/or an electrician depending on labour available and work priorities.
- Assist Car builder with the fitting/removal of windows (excluding Vlocity windows), internal panels/luggage racks to gain access to door rams etc.

b) Mechanical

- Assist Car builder with the fitting/removal of windows (excluding Vlocity windows), internal panels/luggage racks to gain access to door rams etc.
- Inspect/record wheel condition either manually or electronically.
- Remove/refit electrical plug. (coolant pump, Sprinter brake controller, roof mounted radiator.
- Use electronic diagnostic tools to assist the work task to be used.(evac toilet/Cummins Insite diagnostic tool)

c) Carbody

- Remove components from vehicles that require additional work. (walk way plates, steps.

- Locomotive repair tasks to be completed at WMD roads 1-5 and only when a DM is not available due to excessive workloads: Blinds, seats, leaking windows, floor repairs, fire extinguishers replacement/testing.

d) Running Gear Repairers (RGR's)

- Carriage- Body to bogie hoses
- Carriage - Removal/replacement of vertical shock absorber during lifting for bogie works when bolster springs are being replaced
- Brake blocks on Locomotives
- Check/repairs vehicle in yard for missing brake blocks/underbody equipment.

e) Train Examiners

- Inspections/repairs vehicle in yard or depot for missing brake blocks/underbody equipment.

f) Diesel Maintainers

- Current practice is to work on all areas on the Locomotive within their competencies.

g) Non Artisans

- Assist cleaners with graffiti removal when the labour profile does not match peak requirements.
- Staff who are trained and competent to setup/operate jacks for lifting of Sprinters/Vlocity when required
- (Sth Dynon staff) brake block carriages (if trained and if required)

h) Cleaners

- Place and remove carpet protectors
- Chock wheels connect sure supply
- Operate portable dewatering equipment

3. Whole of job

All trades to remove hatches and covers as required to completing their work task, this could also include the removal of seats or other components to gain access to the task at hand (ex: seats around the Sprinter engine or in front of the inverter cabinet).

4. Communication

Staff to report verbally and or written as required to complete task. (examples: complete status tags or component changeover sheets, test measure and record as required)

5. Location

Staff to work as directed with no barriers between rostered locations (Ex: station/depot, fuel point/1-4rds with no restraints on work tasks due to rosters).

6. PLANT MAINTENANCE

Staff to work within their competencies as required to upkeep plant.

a) Electrical

- Office & depot lighting checks and repairs.
- General installations
- Troubleshooting and repair of plant
- Test and inspection of A/C equipment
- Replacing pit light glass.

b) Carbody

- Erecting notice boards and applying decals.
- Erecting signs.
- Repairing damaged doors and locks.
- Replacing broken glass windows.
- Repairing minor damaged internal plaster walls and painting.
- Any OH&S or maintenance painting.
- Replacing internal ceiling tiles.
- Replacing broken toilet seats.
- Painting hand rails.
- Minor sheet metal repairs

c) Mechanical

- Replace damaged oil guns.
- Replace defective air filters, cocks, auto drains etc.
- Repair / clean waste oil pumps and hoses.
- Repairs to pressure washer trolleys.
- Pump up trolley repairs / modifications.
- Minor welding repairs.
- Resetting and inspections of DMU/ fuel points
- Minor fuel point repair. (filler head damaged etc)
- Pump repairs (drum pumps, pit pump etc)
- Hose replacement

d) All non trades

- To assist tradesmen in ALL maintenance activities.
- Pressure washing fuel points & weekly Inspections:- Ballarat East, Geelong, South Dynon, & DMU at Southern Cross Station.

e) Diesel Maintainers

- Carry out plant maintenance as above items within their core trade

Appendix 4 - TERMS AND EMPLOYMENT CONDITIONS APPLYING AT BOMBARDIER EAST BALLARAT SITE AND TO EMPLOYEES BASED AT BOMBARDIER EAST BALLARAT SITE

1. INTRODUCTION

The terms of this Appendix apply to the Bombardier East Ballarat site and to employees based at this site. The terms of this Appendix should be read in conjunction with the terms contained elsewhere in this Enterprise Agreement document. To the extent of any inconsistency, the terms of this Appendix take precedence over the terms contained elsewhere in this Enterprise Agreement document.

2. EMPLOYMENT CONDITIONS

2.1 Hours of Work & Shift Roster Arrangements

2.1.1 The hours of work and shift arrangements for the employees covered by this Agreement will be as follows:

(i) Night Shift – Seven Day Roster

This hours of work/shift arrangement will be implemented on the basis of four consecutive shifts on and then four consecutive shifts off. Each shift of work will be of eleven hours duration commencing at 7.00pm and concluding at 6.00am.

(ii) Day Shift – Seven Day Roster

This hours of work/shift arrangement will be implemented on the basis of four consecutive shifts on and then four consecutive shifts off. Each shift of work will be of eleven hours duration commencing at 6.00am and concluding at 5.00pm.

2.1.2 For the hours of work/shift pattern and rostered hours in sub-clauses 2.1.1 (i) and (ii) to be changed, the process as outlined in clause 18 in the body of the agreement shall apply.

2.1.3 From the start of this Agreement, individual employees will continue to work the shift arrangement and roster (either night shift or day shift as detailed in clause 2.1.1) that they worked immediately prior to the commencement of this Agreement. In the event that operation requirements or client needs change which results in the need for individual employees to be changed to a different shift arrangement and roster, the agreement of the company and the employee concerned will be required however the employee may not unreasonably refuse such a request.

2.2 Payment of Wages

- 2.2.1 The fortnightly payment of wages will be paid on the basis of the average hours of work employees are rostered to work and the average of the shift and weekend penalty loadings that are built into the employee's rostered shift/hours of work.
- 2.2.2 Overtime payments and other entitlements will be in addition to the wage payments in sub-clause 2.2.1 and will be paid in the applicable fortnightly pay.

2.3 Consultation & Industrial Dispute Resolution

- 2.3.1 In implementing the terms of this Enterprise Agreement, including matters in the main body of the Agreement and this Appendix, where consultation with employees and their representatives occurs and the matter is relevant to East Ballarat site employees, then such consultation will occur with East Ballarat employees or if necessary, localised workgroups within the Ballarat east site and their designated representatives for that site.
- 2.3.2 When matters are being dealt with under clause 42, Industrial Dispute Resolution, in the main body of this Enterprise Agreement that are relevant to East Ballarat site employees then those employees and their designated site representatives will be involved with dealing with the matters under the terms of this Industrial Dispute Resolution Procedure.

2.4 Supplementary Labour

- 2.4.1 At the time of finalising this new Enterprise Agreement, an arrangement is in place between the Company, RTBU, ETU and AMWU, in which Alstom Ballarat Workshop employees are engaged to work at the East Ballarat site (two year maximum arrangement for 22 Alstom employees). The following terms will apply in relation to this arrangement with Ballarat Workshops employees:
- 2.4.2 This arrangement will continue to operate in accordance with the Agreement reached in July 2020. This includes the terms of clause 40.8, Preventing the Undermining of Job Security and Terms and Conditions of Employees, in the main body of this Agreement applying to these Ballarat Workshop employees.
- 2.4.3 The company re-affirms the commitment given in July 2020 that this arrangement with Ballarat Workshop employees will not undermine the employment security and position of Bombardier employees covered by this Agreement.

BOMBARDIER

the evolution of mobility

**BOMBARDIER TRANSPORTATION AUSTRALIA PTY
LTD
(ACN 088 510 614)**

**V/LINE MAINTENANCE VICTORIAN SITES
ENTERPRISE AGREEMENT 2020**

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PART I – GENERAL

1. TITLE

This agreement shall be known as the ***Bombardier Transportation Australia V/Line Maintenance Victorian Sites Enterprise Agreement 2020*** ("the Agreement").

2. COVERAGE OF THIS AGREEMENT

This Agreement shall cover:

- (i) the employees employed by the Company at the Victorian VLM sites, who are engaged in classifications prescribed in this Agreement; and
- (ii) The employer: Bombardier Transportation Australia (V/Line Maintenance Pty Ltd ABN 31 088 510 614) ("the Company");
- (iii) The Australian Rail, Tram & Bus Industry Union (Victorian Branch);
- (iv) The Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union (Victorian Branch);
- (v) The Communication, Electrical & Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia

3. DURATION OF THIS AGREEMENT

This Agreement shall come into operation on the seventh day after the FWC approves the Agreement. The nominal expiry date of the Agreement is 30 June 2023.

4. NO EXTRA CLAIMS

The company, employees and the unions agree that they will not for the duration of this Agreement pursue any extra claims for changes in relation to the matters dealt with by this agreement

5. INCORPORATION BY REFERENCE OF THE RELEVANT AWARDS

- 5.1** This Agreement will regulate the wages and conditions of employment of all employees who work in classifications listed in clause 47.1 and Part IX of this Agreement.
- 5.2** This Agreement incorporates the terms of the Relevant Awards provided that the terms of this Agreement (but for the incorporated terms) will prevail where it is inconsistent with the terms of the Relevant Award.
 - 5.2.1** As the context requires, the terms in the Relevant Award should be read as altered to make them operate as terms of the Agreement. For example "award" may mean "Agreement".

6. DEFINITIONS

In this Agreement the following definitions shall apply:

"BLD"	Means bonus leave day.
"RDO"	Means rostered days off (previously known as EDOs).
"the Act"	means the <i>Fair Work Act 2009</i> , as amended from time to time.
"the NES"	Means the National Employment Standards as set out in or determined pursuant to the <i>Fair Work Act 2009</i> (Cth) as amended from time to time. The terms of this Agreement that deal with the NES only apply to the extent that the terms are not detrimental to an employee when compared to the NES.
"Facility"	means VLM sites within Victoria.
"Occupational Health and Safety legislation"	means the <i>Occupational Health and Safety Act 2004</i> (Vic) and the Regulations to that Act and any other applicable occupational health and safety legislation, including, but not limited to, the <i>Rail Safety Act 2006</i> .
"Applicable Rail Safety Legislation"	Means the <i>Rail Safety Act 2006</i> (Vic) as amended from time to time, the <i>Rail Safety Regulations 2006</i> (VIC) as amended from time to time or any other legislation or requirement (including but not limited to guidelines or codes of practice) that may apply to the Company during the life of this Agreement.
"Relevant Awards"	means: the <i>Manufacturing and Associated Industries and Occupations Award 2020</i> as in operation at the date of the signing of this Agreement, excluding the individual flexibility and individual facilitative provisions in clauses 5, 7.2 and 7.3, and including any employee beneficial variations from time to time. ('the Manufacturing Award '); or the <i>Railways Salaried Employees Award 2002</i> as it stood on 1 March 2006, which applies to employees covered in Part IX of this Agreement
"Transferred Employees"	Means employees employed by Public Transport Commission that transferred to the Company's employment on or around 1 July 2000.
"Localised Work Groups"	A group of employees of the same occupations and roster and geographic location.
"Ordinary Paid Hours"	Means the total amount of hours paid to an employee at single time in a paid fortnight, incorporating all shift loadings and weekend penalties. E.g. an employees who rostered hours span five (5) eleven dayshifts (11) hour day shifts (55 hours) and two (2) eleven (11) hours weekend shifts (44 hours), will be paid 100 hours at ordinary rate when the last hours of the fortnight do not fall on a penalty shift.

7. SCHEDULES AND APPENDICES

The Schedules and Appendices to this Agreement form part of the Agreement.

8. OBJECTIVES OF THIS AGREEMENT

The parties to this Agreement recognise the importance of open consultation, cooperation and agreement to facilitate the achievement of objectives as set out in this clause. Accordingly the objectives of this Agreement are as follows:

Our Goal - We aim to be a leading provider of rollingstock maintenance in Australia by ensuring that we provide safe, reliable, available vehicles in an efficient and cost effective manner for our customers. To achieve our goals, our focus will be on ensuring that we have a competent multi skilled and highly motivated workforce who are focused on service quality, measurable productivity improvements, cost efficiency, and teamwork, for the mutual benefit of the Company, its Employees, stakeholders and the community.

Customer Orientation- We promote a flexible customer-focused culture that emphasises outstanding service to meet our commitments at every level of our organisation. We aim to satisfy the needs of our customers by fulfilling our requirements and where possible exceeding their expectations.

People focus-- We consider our people to be a valuable asset and accordingly support and invest in developing the skills and abilities of our people to ensure we have a highly skilled, flexible and motivated workforce. We encourage the empowerment of our people through involving them in decision-making as well as recognising and rewarding high performance. We believe in working collaboratively at all levels of our organisation to ensure that we are all committed to achieving our common goals and objectives.

Quality -- We are committed to providing high quality services that meets and where possible, exceed our customer's expectations. We endeavour to be responsive to customer needs and support the development of initiatives that improve processes and minimise defects.

Growth - We seek to grow our business by demonstrating and providing outstanding products and service to our customers whilst also taking into consideration our various stakeholders. We are committed to continuously improving our performance by encouraging innovation to improve practices as well as identifying areas that require change. We will continue to improve by utilising our skills, experience and expertise to improve reliability, presentation and maintenance of vehicles.

Integrity - We behave with integrity and in an ethical manner in everything we do and say, thereby earning and maintaining the trust and respect of customers, suppliers, Employees, partners, shareholders and communities.

Health and Safety - We are committed to ensuring our people work in a healthy and safe environment and always perform their duties in a safe and effective manner. We encourage a culture that recognises and operates with a safety focus that minimises and prevents the risk of workplace injuries in accordance with regulatory and industry requirements.

Employees and the Company therefore understand that it is an objective of this Agreement to provide an accident free workplace in accordance with the relevant Occupational Health and Safety Legislation.

PART II - OCCUPATIONAL HEALTH AND SAFETY

9. CODE OF ETHICS/CODE OF CONDUCT

The Company is committed to being an ethical organisation. We therefore have a Code of Ethics and Business Conduct that explains the standards of behaviour that the Company expects of all Employees in their daily activities and dealings with others.

The Code incorporates internal policies and procedures as well as legal requirements and covers a number of areas including but not limited to the use of company resources, conflicts of interest, confidential information, employment practices, health, safety and the environment.

The Code applies to employees at all levels within the organisation and must be adhered to at all times, including when working at off site and whilst at Company related events.

The COE is not incorporated as a term in the Agreement. Any breach of the COE shall be dealt with in accordance with the Company's policies and Procedures and not constitute a breach of a term in the Agreement

10. PROTECTIVE CLOTHING AND EQUIPMENT

10.1 Protective Clothing & Equipment

The Company will provide employees with protective clothing, eg overalls, or long sleeve shirts and pants, and one pair of safety footwear. Replacement of such property will be issued after evidence of reasonable wear and tear. It is the responsibility of employees to clean and maintain same in a neat and tidy condition.

Employees working in designated "hearing protection" areas will be required to wear ear protection provided by the Company which complies with the requirements of the Occupational Health and Safety legislation. Employees will be required to wear safety glasses at all times whilst in the designated areas.

Employees will be required to wear safety footwear, safety glasses and bump caps at all times whilst in the designated areas.

The Company will provide employees with any other necessary and appropriate protective clothing and equipment in order to comply with the requirements of the Occupational Health and Safety legislation.

10.2 Prescription Safety Glasses

Prescription safety eye wear will be provided to all employees who are required to wear both prescription glasses and safety glasses in order to perform their duties in a safe manner (Company policy does not apply).

Prescription Safety Glasses will be replaced when damaged during the performance of normal work activities, or every 2 years as per Australian Standard (AS 1337) requirements, or when medically advised that a different lens is required.

Where employees request replacement of prescription safety glasses more frequently than outlined above due to reasonable wear and tear or other circumstances outside of the employees' control, the Company will reimburse any reasonable 'out of pocket' expenses, up to a maximum of \$300.

11. MEDICAL EXAMINATION

Employees will be required to attend scheduled health assessments carried out by a Company nominated medical practitioner (such practitioner must be rail accredited) from time to time, in accordance with applicable Rail Safety.

The medical practitioner will provide a report to the Company regarding the impact of illness or injury, if any, on the ability of the employee to perform the inherent requirements of their position (ie perform the duties / functions required by their relevant classification and this Agreement), any work limitations and the likely date of return to work.

The Company will meet the cost of any consultations/medical examinations/tests done for the purposes of this clause, any approved travelling costs, costs associated with these medical examinations and the employee shall be paid for such time.

12. USE OF SUBSTANCES

The Rail Safety Act & Rail Safety Regulations 2006, as amended from time to time, deals with the use of intoxicating substances and shall apply to all Employees covered by this Agreement.

PART III - TERMS AND CONDITIONS OF EMPLOYMENT

13. CONTRACT OF EMPLOYMENT

Employees may be employed on a full time, part time or casual basis. Every contract of employment entered into will specify whether the employment is full time, part time or casual.

13.1 Probationary Employment

Upon commencement to a permanent position with the Company, the Employee will be subject to a probationary period for a minimum of three months and up to six months from the Employee's commencement date, to determine or confirm suitability to the role and the Company. During or at the end of the probation, either party can give or forfeit one week's notice and effect termination. The period of probationary employment will count towards the calculation of all entitlements under this Agreement.

13.2 Induction

Employees will be required to attend an induction training program, as far as practicable in the first week of their engagement.

13.3 Performance of Work

It is a term and condition of employment of this Agreement that an employee:

- (i) Signs off on all exam sheets in accordance with the Rail Safety Act.
- (ii) Undertakes such training as is consistent with the needs of the Company.
- (iii) Follows the dispute resolution procedure, ensuring continuity of service to the customer during dispute resolution.
- (iv) Adopts all occupational health and safety requirements at the site in compliance with Occupational Health and Safety legislation.
- (v) Abides by the principles of the Equal Opportunity 1995 (Vic) and other applicable equal opportunity legislation.

As per Appendix 3 – Shop Floor Flexibility Initiatives to achieve the best utilisation of Employees in performing their duties, the Employee may be required to undertake work that constitutes multi-skilling.

Other general duties include housekeeping and cleaning in the work area. Employees will not be expected to undertake work, which does not fall within their skill competence, ability and training.

As a result of our employees utilising and applying their skills and competencies in a flexible manner, there will be no forced retrenchments of employees covered under this enterprise agreement during the life of this agreement.

13.4 Utilisation of Skills and Facilities

Employees will be required to perform all tasks necessary for the effective repair, maintenance and operation of the Rollingstock within the employee's classification and skill set.

13.5 Quality of Work

Quality management principles will apply as part of an ongoing best practice, The Company and Employees will strive for continuous improvement.

Accreditation of ISO9001 is to be maintained as part of a quality assurance programme.

13.6 Individual Flexibility Arrangement

13.6.1 Notwithstanding any other provision of this Agreement, the Company and an individual employee may agree to vary the application of certain terms of this Agreement ('the flexibility arrangement') provided that the flexibility arrangement:

- Is genuinely agreed to by the Company and the individual employee; and
- Only varies the term prescribed in subclause 13.6.2; and
- Contains only permitted matters (and does not contain any unlawful terms);
- Results in the employee being better off overall than if the arrangement had not been entered into.

13.6.2 A flexibility arrangement may be entered into to vary the application of use of single day annual leave absences (see clause 29.4.4).

13.6.3 For the flexibility arrangement to come into operation, it must:

- be in writing, name the parties to the agreement and be signed by the Company and the individual employee and, if the employee is under 18 years of age, the employee's parent or guardian;
- state each term of this Agreement that the Company and the individual employee have agreed to vary;
- detail how the application of each term has been varied by the flexibility arrangement between the employer and the individual employee;
- detail how the agreement does not disadvantage the individual employee in relation to the individual employee's terms and conditions of employment;
- state how the flexibility arrangement can be terminated; and
- state the date the flexibility arrangement commences;

13.6.4 The Company will give the Individual employee a copy of the flexibility arrangement within 14 days and keep the agreement as a time and wages record.

13.6.5 The flexibility arrangement may be terminated:

- by the Company or the individual employee giving 28 days notice of termination, in writing, to the other party; or
- at any time, by written agreement between the Company and the individual employee.

13.7 Hand Tools

13.7.1 Tradespersons shall supply and maintain tools ordinarily required in the performance of their work in accordance with the prescribed list.

13.7.2 A list of these tools will be contained in the prescribed list – Appendix 2.

13.7.3 Tools not listed in the prescribed lists contained in Appendix 2 that are required for the performance of duties will be provided by the company, including a suitable lockable toolbox. Tools supplied by the tradespersons that are damaged in the performance of duties shall be replaced by the company.

13.8 Transition to Retirement

The company is committed to supporting employees who are approaching retirement to do so, upon request, in a graduated way, progressively reducing the intensity of their work commitments as they transition to retirement.

Employees who have indicated their intention to retire from the Company may consider participating in a retirement transition arrangement. The Company will not unreasonably refuse any reasonable request by an Employee to amend their retirement date.

Access to transition to retirement arrangements will require an employee to confirm in writing, their retirement date, within an agreed period.

Transition to retirement arrangements that may be available to employees include:

- a) Reduction of working hours (i.e. Part time employment);
- b) Job sharing;
- c) Refocusing the employee's responsibilities and duties;
- d) Project based work and secondments;
- e) Appointment to a role focused on training or mentoring other employees;
- f) Accessing Long Service Leave and/ or other leave entitlements on a regular and systematic basis.

The availability and suitability of any of the 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.

14. TRAINING

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.

Compliance and safety related training will be the Company's primary training priority.

To that end both parties in consultation will develop and continue to develop a training skills program consistent with the current and future skill needs of the Company and its workforce. To support that aim, the Company will continue to explore opportunities with current and future suppliers, to engage appropriate employees in Original Equipment Manufacturer (OEM) training.

Once the training skills program is developed the parties will prioritise the training most important for the Company's business strategy and that will assist in the allocation of the Company's training investment.

The Consultative Committee, which will include management representation and employee representatives from each union covered by the Agreement, will meet monthly and will commence discussions about potential OEM Training by no later than February 2021, with the aim of confirming scheduled OEM training for appropriate employees from July 2021 where possible, as part of the Company's ongoing overall training skills program.

As far as practicable attendance at Company initiated training courses will be arranged in accordance with shift rosters and employees will be paid their normal rostered shift rate whilst attending such courses (eg. if an employee is rostered to work night shift, and is required to attend training during the day, that employee will be entitled to be paid the night shift rate while attending training). However, an employee's normal shift rate will not be paid if the employee:

- Has a roster swap of less than two weeks;
- Is an apprentice training at TAFE; and
- Attends training in excess of one week (five working days).

Training expenses such as course cost, accommodation, meals and travel expenses will be paid by the Company for Company initiated or approved courses Travelling time which is additional to normal rostered hours will be paid at ordinary day shift rates for attendance at Company initiated or approved training courses.

15. BUSINESS IMPROVEMENT PROCESS AND INITIATIVES

15.1 Business Improvement Commitment

- 15.1.1 The parties to this Agreement acknowledge that a central feature of this Agreement is the implementation of an on-going business improvement program, which will continue for the life of the Agreement.
- 15.1.2 The parties agree the primary aims of the Business Improvement Program are productivity and efficiency improvements. Thus the Business Improvement Program will require the identification of initiatives and opportunities across all areas of the Company's business.
- 15.1.3 Bombardier see this process as a way to provide a systematic approach to help the VLM operations optimise its maintenance processes to achieve more efficient results through the better utilisation of employees and resources.
- 15.1.4 In collaboration with employees the application of business improvement processes and initiatives is to focus on doing things right as well as doing the right thing. By constantly reviewing our maintenance processes, work instructions, policies, procedures and work

practices these initiatives seek to reduce variation so that the desired outcome can be achieved with better utilisation of resources.

- 15.1.5 Past initiatives that have been identified under previous agreements but not fully realised, utilised, considered or explored, will continue to form part of the ongoing process review process conducted jointly by the Consultative Committees.
- 15.1.6 During the life of the Agreement, the parties shall identify and document undocumented custom and practice to clarify the applicable practices. Those which are not identified during this period shall not be recognised after the cessation date of this Agreement.

15.2 Business Improvement Initiatives

- 15.2.1 It is agreed that central to the benefits each party will receive as parties to this agreement that the application of employee skills and competencies be fully achieved. To ensure there is a common understanding as to the application of employee skills and competencies, the recent practice of regular meetings between shop floor representatives and supervision will continue.
- 15.2.2 It is agreed that where practical, taking into account the availability of the employee(s), together with their skills and competencies, that onsite maintenance of buildings and fixtures, fuel points and equipment be undertaken by employees covered by this agreement.
- 15.2.3 Job Costing – subject to the provisions of this agreement it is agreed that employees will participate in the tracking of parts and labour using both paper based electronic methods. Furthermore, it is agreed that the tracking of labour will not be used as a means of performance managing employees or part of any disciplinary process.
- 15.2.4 The employees and the Company agree to introduce common shift roster patterns at the West Melbourne sites to support business efficiency and operational requirements.
- 15.2.5 In the first instance the roster process outlined in Part IV clause 18 will be followed. The roster process must be implemented.
- 15.2.6 In the event the roster process described above is unsuccessful by the first full pay period in March 2021 (commencing 14 March 2021), the shop committee will meet and select existing rosters or variation of existing rosters, that being the 5-5-2-2, 3-2,4-4, 4-3. The shop committee will be given the opportunity to meet as required to select or vary the rosters. The shop committee will then select or vary the rosters to be voted on and trialled in the first instance. The vote will be conducted by secret ballot and scrutinised by the shop committee. The company cannot refuse to implement one of the aforementioned rosters.

The company will take reasonable account of employees' personal family commitments and responsibilities. The Company commits to make individual adjustments to roster patterns wherever possible, subject to ensuring operational requirements are appropriately met.
- 15.2.7 The terms, conditions and roster for the 36 hour week will commence with the common roster, to be implemented effective from the first full pay period in March 2021 (commencing 14 March 2021), or the first full pay period after the commencement date of the Agreement, whichever is later.
- 15.2.8 Any future roster changes will occur in accordance with the provisions at Part IV clause 18.

15.3 Business Improvement – Bonus Leave Days

This clause will cease to operate following the introduction of 36 hour week rostering, effective from the first full pay period in March 2021 (commencing 14 March 2021), or the first full pay period after the commencement date of the Agreement, whichever is later

For the avoidance of doubt, no new BLDs will be credited after the introduction of the 36 hour week. Any existing but unused BLDs will continue to be paid to the employee in accordance with this clause following the introduction of the 36hr week.

- 15.3.1 In recognition of the increased flexibility and attendance agreed to and achieved the Company shall provide to all employees with pro-rata entitlement to 5 Bonus Leave Days ('BLD') per full year of continuous service.
- 15.3.2 BLDs for each financial year will be credited to employees in advance on 1 July of each year for the life of this Agreement.
- 15.3.3 Employees that commence employment with the Company after 1 July in any year will receive a pro-rata entitlement to the BLDs upon commencement of employment provided the probationary period is completed.
- 15.3.4 Bonus Leave Days may be taken at times mutually agreed between the employee and the Company, subject to employee providing the Company with reasonable notice of the proposed date/s for the taking the BLDs. The Company may not approve a request for BLDs depending on operational requirements.
- 15.3.5 Where an employee elects to take the BLD as paid leave, such leave must be taken in the year of the benefit and not accrue beyond 30 June of that year.

15.4 Payment for BLDs

This clause will cease to operate following the introduction of 36 hour week rostering effective from the first full pay period in March 2021 (commencing 14 March 2021), or the first full pay period after the commencement date of the Agreement, whichever is later.

- 15.4.1 **An employee working a standard 8 hour shift pattern may elect to:**
 - Take their BLDs as a day of leave
 - If this election is made, the employee will be paid 7.6 hours per day at their classification rate and accrue an additional 0.4 hours towards their RDO; or
 - Be paid their BLD
- 15.4.2 If this election is made, the employee will be paid 7.6 hours per day at their classification rate.
- 15.4.3 **An employee working an extended 11 hour shift pattern may elect to:**
 - Take their BLDs as a day of leave
 - If this election is made, the employee will be paid 11 hours per day at their classification rate; or
 - Be paid their BLD

- 15.4.4 Where an employee has taken or been paid their BLD in advance of the entitlement being accrued, and subsequently leaves the company before the entitlement is accrued, then the amount received will be deducted from the employee's final pay.

16. CONTINUITY OF SERVICE – TRANSFERRED EMPLOYEES

Transferred employees shall have their service with PTC, including service that was recognised by PTC with a previous employer, count for all purposes with the Company (including its successors, assignees or transmittes). The purposes include:

- the recognition of salary progression (where applicable);
- the maintenance of all accrued entitlements including pro rata accruals of sick leave, annual leave, annual leave loading, long service leave, rostered days off or their equivalent, time off in lieu owing, public holidays and any other accrued entitlements; and
- calculating any redundancy payments.

PART IV - HOURS OF WORK

17. Introduction to 36 hours of work

- 17.1.1 A 36 ordinary hour week will be introduced effective from the first full pay period in March 2021 (commencing 14 March 2021), or the first full pay period after the commencement date of the Agreement, whichever is later, for extended shift workers, 8 hour shift workers and 8 hour dayshift workers. Prior to that date, the ordinary hours of work for a full-time employee shall be 38 per week.
- 17.1.2 At the commencement of the 36 hour week, all references in this agreement of 7.6 hours and 0.4 hour RDO accruals will convert to 7.2 and 0.8 respectively. In the case of shift workers, RDOs will accrue in accordance with the accrual system outlined below.
- 17.1.3 Arrangements for extended hours shift workers:
- Current rostered hours per shift continue to apply;
 - The 73rd hour in each fortnight will be paid as overtime;
 - 3.5 hours per fortnight will be deducted from an employee's paid hours to accrue towards eight (8) minimum rostered RDOs; By agreement of the relevant parties, this may be varied over the life of this agreement.
 - As at the first full pay period in March 2022, four (4) hours per fortnight will be deducted from an employee's paid hours to accrue towards rostered nine (9) minimum RDOs. By agreement of the relevant parties, this may be varied over the life of this agreement.
 - For extended hours shift workers, shift length will be reduced by 5 minutes at the first full pay period in March 2021 (commencing 14 March 2021). The 5 minutes will be

incorporated into the 36 hour week divisor, as per the example at clause 48.1.2, and the existing grace period at the end of the shift will no longer apply.

- The ordinary hours per week will be a minimum of 76.5 hours per fortnight, inclusive of one hour overtime, unless agreed otherwise by the parties, or amended via the roster change process at clause 18.

17.1.4 Arrangement for 8 hour shift workers:

- This arrangement will equate to a 9-day fortnight which will be rostered by the Company, whereby employees work 8 hours per shift, with 4 hours being deducted from each week's paid hours, for RDO accrual in each fortnight.

17.1.5 Arrangement for 8 hour day workers:

- This arrangement will equate to a 9-day fortnight which will be rostered by the Company, whereby employees work 8 hours per shift, with 0.8 hours being deducted from each week's paid hours, for RDO accrual in each fortnight.

17.1.6 A morning tea break of not more than ten (10) minutes will be taken by all employees at a time determined by the operational requirements of the business.

18. Roster change Process

18.1.1 The Employer may develop rosters for localised work groups in accordance with this clause as required to accommodate for genuine changes in workloads or a change in customer requirements. This process shall commence at the announcement of timetable changes if required by the Employer following the commencement of this Agreement.

In the event the company requests a roster change, the company agrees to provide satisfactory evidence for such a need upon request from the Employees or the Union(s).

18.1.2 Where a new roster is proposed by the Employer, it will be developed subject to roster design parameters which include:

- The daily hours of coverage required;
- The maximum number of rostered hours (averaged up to 36 ordinary hours per week) over an averaging period of up to two months, or exceptions by agreement;
- The maximum shift length (which will be no longer than 11 hours, or exceptions by agreement);
- The roles, and classifications required;
- The requirements for particular roster lines, including how many are required and how many Employees must be allocated to each;
- The impact of the roster on remuneration, work/life balance and fatigue; and
- Whether measures are required for safety or fatigue management.

The company shall undertake a fatigue analysis on all proposed rosters, and where a risk is identified controls will be implemented to mitigate such risks. Fatigue and remuneration outcomes for any particular roster proposal will be presented in written format to the nominated representatives. Where the localised workgroup identifies

impacts on work life balance or remuneration the company commits to taking all reasonable steps to mitigate such impacts.

- 18.1.3 Where the Employer proposes a roster requiring employees to work 10 shifts containing ordinary hours per fortnight, those shifts must be a minimum of 8 hours each with 0.8 of an hour each shift accruing towards a paid day off each fortnight.
- 18.1.4 The roster design parameters developed in accordance with subclause 18.1.2 will then be provided to a localised work group, which will be composed of management and employee nominated representatives, appropriate delegates and officials if they deem it necessary.
- 18.1.5 Unless the localised work groups consent to the company's proposed roster, the localised work groups will be given the opportunity to develop an alternative roster consistent with those design parameters. The localised work groups must develop an alternative roster within 28 days of receiving the roster design parameters under subclause 18.1.4. The company must allow ample time for the nominated representatives to develop a roster in accordance with this clause, in the event that the nature of the existing rosters does not permit sufficient opportunity to meet.
- 18.1.6 Localised work group meetings may take place on no less than four occasions over the course of that 28-day period (with the duration of any release to be by agreement but no less than two hours per occasion). The 28-day period may also be extended by agreement between the parties up to a maximum of 14 days.
- 18.1.7 The localised work groups may present up to three preferred rosters that comply with the roster design parameters. If none of the rosters presented by the localised work group comply with the design parameters, the localised work groups will be given a final opportunity to meet and address the issues identified or provide an alternative roster.
- 18.1.8 Any compliant rosters provided by the localised work groups by the end of the nominated period will then be voted on by affected employees. The roster that receives the most votes will be implemented.
- 18.1.9 If the localised work groups do not provide any alternative rosters that comply with the design parameters within either the 28 day timeframe or the 14 day extended period, the Employer may implement its proposed roster.
- 18.1.10 Once the new roster has been implemented, it will be trialled for a period of no longer than four months. The effectiveness of the roster will be judged by reference to fatigue, safety incidents, leave effectiveness, overtime and general labour cost.
- 18.1.11 The localised work groups will be afforded the opportunity to provide feedback on the matters referred to in subclause 18.1.10 in relation to the proposed roster prior to the Company deciding whether it will be maintained beyond the trial period.

Despite the process above as provided for in clauses 18.1.1 to 18.1.11 inclusive, if an employee can present evidence of family arrangements or personal circumstances, the company agrees to accommodate all reasonable alternatives to allow the employee to meet such family arrangements or personal circumstances.

19. RDOs

- 19.1.1 RDOs will be rostered as per the master roster agreed by management. Management will be flexible on the taking of RDOs (e.g RDOs can be mutually swapped between employees) so as to guarantee continuation of business operation.

For extended hours shift workers:

- 19.1.2 An employee, taking a rostered day off, must be paid any penalty rate that they would have received in respect of the ordinary hours the employee would have worked had the employee not been on leave during the relevant period.
- 19.1.3 The employee is not entitled to payments on RDOs in respect of overtime, weekend penalty rates, or any other payment which might have been payable to the employee as a reimbursement for expenses incurred.

For eight (8) hour shift workers and eight (8) hour day workers:

- 19.1.4 The employee is not entitled to payments on RDOs in respect of overtime, weekend penalty rates, shift penalties or any other payment which might have been payable to the employee as a reimbursement for expenses incurred.

For both extended hours shift workers and eight (8) hour shift workers:

- 19.1.5 RDOs will not accrue beyond 30 June each year, and any outstanding accruals at 30 June of each year will be converted from an equivalent period of annual leave taken during the preceding financial year, to an RDO. The Company will make the appropriate adjustment to pay, as though the employee had taken the RDO at the time of the converted annual leave; and the equivalent number of hours for the converted RDO will be added to the employee's annual leave balance. Alternatively, the employee may elect to have the RDO paid out at the base classification rate.

20. OVERTIME

20.1 Payment to Overtime

- 20.1.1 Subject to subclause 20.2, Employees working 8 hour shifts will be paid overtime according to the Relevant Award.
- 20.1.2 For extended hours shift workers, subject to sub-clause 20.1.3, all overtime will be paid at double time penalty.
- 20.1.3 Overtime worked on a public holiday will be paid at double time and a half penalty.

20.2 Payment to Overtime – Transferred Employees

- 20.2.1 Transferred employees who were paid overtime under the 11th, 12th and 13th shift arrangements under the Railways Miscellaneous Grades Award, will continue to be paid overtime under those arrangements.

All time worked on an 11th or twelfth shift in any pay period, shall be paid for at the rate of time and a half, provided that where any portion of an 11th or twelfth shift is worked on a Saturday, such shift or portion thereof shall be paid at the rate of double time. Any

time worked by an employee on a 13th or sub subsequent shift in any paid fortnightly pay period shall be paid at the rate of double time.

20.2.2 For all time worked outside ordinary hours on any day or shift the wage rates for transferred employees shall be the greater of:

- time and a half for the first three hours and double time thereafter; or
- time and a half for all time worked in excess of eighty hours in any fortnightly period

Provided further that where rosters are arranged by mutual agreement between the Manager and any transferred employee, overtime on a fortnightly basis shall only apply where the time worked exceeds the rostered hours based on an average of eighty hours per fortnight.

20.2.3 Time worked on Sunday, or time paid for travelling, waiting, standing by, walking or crib shall not be regarded as time worked for transferred employees for the purposes of calculating overtime.

21. ORDINARY HOURS ON WEEKENDS

21.1 For all ordinary hours performed on weekends, 8 hour employees shall be paid:

- For Saturday, time and a half for the first three hours, and double time thereafter and for any overtime worked after such ordinary hours;
- For Sunday, double time.

21.2 For ordinary hours performed on the weekends, 11 hour shift employees shall be paid:

- For Saturday and Sunday, double time.

PART V - PAYMENT OF WAGES, SUPERANNUATION & PENALTY RATES

22. PAYMENT OF WAGES

22.1 Wages will be paid fortnightly into financial institutions, nominated by the employee, which accept Electronic Transfer Payments. Such payments will be made on the Thursday following the close of the pay period.

22.2 The Company retains the right to alter the nominated day for Electronic Funds Transfer payments provided it gives 28 days' notice of such change. Prior to giving such notice, the Company shall consult with the parties.

22.3 If wages are significantly incorrect due to an error in processing or calculation by the company, then the company will make a correction within 48 hours of a request from the affected employee(s).

In instances where an employee incurs additional bank charges or other penalties specifically relating to overdrawn account fees or additional interest charges, the company will reimburse reasonable costs upon the employee, subject to the employee providing evidence that the employee did incur the additional charges due to payroll delays, errors or omissions.

- 22.4 By agreement between the company and localised work groups, the fortnightly payment of wages may be paid on the basis of the average hours of work employees are rostered to work and the average of the shift and weekend penalty loadings that are built into the employee's rostered shift/hours of work.

23. SUPERANNUATION

The Company will provide superannuation contributions to eligible employees subject to the following distinction:

- (i) Subject to (ii), employees will receive contributions in accordance with the Superannuation Guarantee legislation. Employees may elect to make contributions to a fund of their choice. If no election is made, the Company will make superannuation contributions to the Australian Super Pty Ltd or Cbus, provided that each default fund offers a *MySuper* product. Such contributions shall be paid to the fund not later than 28 days following the relevant pay date of the employee.

- (ii) Transferred Employees

All Transferred Employees shall have their contributions to the State Government Superannuation Funds made by the Company to a level nominated by the funds' actuaries as varied from time to time. All accrued rights under the fund shall be preserved as though the employee was still employed by PTC. The exception to this is if any Transferred Employee elects to leave the fund, the Company will contribute in accordance with the Superannuation Guarantee legislation.

24. DEDUCTIONS

24.1 Income Protection Insurance

- 24.1 Provided that there shall be no cost to the Company, the Company shall provide Income Protection Insurance to those employees who elect to take it up through Protect or other providers as agreed to by the parties.
- 24.2 If the election is made, the employee must authorise the deduction of the income protection insurance from their salary by completing the relevant documentation and provide that documentation to the Company.

24.2 Union Membership Fees

The Company shall deduct union membership fees (not including fines or levies) from the pay of any employee, provided that:

- the employee has authorised the Company to make such deductions in accordance with this clause
- the union shall advise the Company and the employee of the amount to be deducted for each pay period applying at the Company's workplace and any changes to that amount; and
- deduction of union membership fees shall only occur in each pay period in which payment has or is to be made to an employee.
- The employee's authorisation shall be in writing and shall authorise the deduction of an amount of union fees (including any variation in that fee effected in accordance with the union rules) that the union advises the Company to deduct.

25. TRAVEL PASSES

25.1 The Company will provide the following to all employees for the duration of their employment:

- Employee Free Travel Authority
- A first class rail pass will be provided for use by the employee and eligible dependents whilst the employee is on Annual and Long Service Leave.

25.2 Pass benefits for retired railway staff and interstate travel will be in accordance with Appendix 1.

26. FACILITIES

The Company will continue to provide facilities including the provisions of lockers, drinking and boiling water, milk, tea and coffee, sugar, appropriate protective clothing, 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.

27. LIVING AWAY FROM HOME

When an employee is required to stay overnight when working at other sites the minimum standard for accommodation the Company shall supply will be 3 stars if it is available at the location. The employee will be paid a meal allowance of \$75.00 per day for meals and miscellaneous expenses.

PART VI - LEAVE ENTITLEMENTS

28. NATIONAL EMPLOYMENT STANDARDS

The Fair Work Act 2009 provides for minimum entitlements through the National Employment Standards.

Clauses 29 - 34 describe the National Employment Standards entitlements and may also provide terms that supplement or are ancillary to the entitlements in the National Employment Standards.

The parties acknowledge that the entitlements contained in Clauses 28 - 34 apply to the extent that they are not detrimental to an employee when compared with the National Employment Standards.

29. ANNUAL LEAVE

The entitlement, accrual and taking of annual leave shall be in accordance with this Agreement and the NES.

29.1 Full and part time employees

Full time employees are entitled to four weeks (equivalent to 144 hours effective from the introduction of the 36 hour week) of annual leave for each year of continuous service. Part time employees have a pro-rata entitlement to annual leave based on the entitlement of full time employees.

Annual leave accrues and will be credited on a pro-rata basis.

29.2 Additional entitlement for shift workers

29.2.1 Definition of Shift Workers

For the purpose of this clause:

"Shift Worker" means an Employee who works on rotating shifts or permanent night shift or a shift that regularly includes Sundays and/or Public Holidays.

"Rotating Shifts" means when an Employee works on rostered rotating shifts, i.e. day, afternoon and/or night.

29.2.2 Additional Annual Leave

For each completed 12 month period of continuous service a full or part time employee who is engaged as a shift worker as defined in sub-clause 29.2.1, during that period has a pro-rata entitlement of 1 week (equivalent to 36 hours effective from the introduction of the 36 hour week) of additional annual leave.

Additional annual leave for such shift workers accrues and will be credited on a pro-rata basis.

29.2.3 Annual Leave Loading

Whilst on annual leave, shift workers shall receive 20% annual leave loading or be paid shift allowances in accordance with this Agreement, whichever is the greater, but not both.

Employees who work permanent night shift and are in receipt of five weeks' Annual Leave and 20% loading, shall be paid either the shift allowance in accordance with this Agreement or the applicable leave loading, whichever is the greater, but not both.

Ordinary workers shall receive 20% annual leave loading or be paid shift allowances in accordance with this Agreement, whichever is the greater, but not both.

For the purposes of this clause, each day will stand alone for the purposes of calculating whether leave loading or shift allowances are greater e.g. a dayshift employee whose ordinary rostered hours span both weekends and weekdays would receive shift allowances for the weekends and leave loading for the weekdays.

29.3 Annual Leave Conversion

29.3.1 A period of annual leave is exclusive of periods that an employee is entitled to leave in accordance with:

- (i) Clauses 30 – Personal Leave;
- (ii) Clause 31 – Compassionate Leave;
- (iii) Clause 34 – Long Service Leave;
- (iv) Clause 35 – Public Holidays;
- (v) Clause 33 – Community Service Leave;

- 29.3.2 Where an employee seeks to convert their annual leave in accordance with clause 29.5.1, the employee must immediately return any annual leave travel pass covering the period of leave which is sought to be converted.

29.4 Taking leave

- 29.4.1 Annual leave may normally be taken at times as mutually agreed between the employee and the Company. Localised work groups must provide the company, by no later than October of each year, a staff plan for leave to be taken the following calendar year. All employees are encouraged to take between three (3) and five (5) weeks annual leave per year
- 29.4.2 Employees are required to give the Company reasonable notice of the proposed date for the taking of annual leave. The Company will not unreasonably refuse a request for annual leave.
- 29.4.3 The Company may require an employee to take $\frac{1}{4}$ of the accrued leave if the employee has 8 weeks (10 weeks for shift workers) or more annual leave accumulated. This leave may be negotiated and agreed between the parties.
- 29.4.4 The employees shall only be allowed to take a maximum of 10 single day annual leave absences in a 12 month period.

29.5 Payment for period of annual leave

- 29.5.1 An employee, before going on annual leave, must be paid the wages they would have received in respect of the rostered ordinary hours the employee would have worked had the employee not been on leave during the relevant period.
- 29.5.2 Subject to clause 29.5.1, the wages to be paid must be worked out on the basis of what the employee would have been paid under this Agreement for working ordinary hours during the period of annual leave, including allowances, loadings and penalties paid for all purposes of the Agreement, and any other wages payable under the employee's contract of employment including any over Agreement payment.
- 29.5.3 The employee is not entitled to payments in respect of overtime, special rates or any other payment which might have been payable to the employee as a reimbursement for expenses incurred.

30. PERSONAL CARER'S LEAVE

30.1 General

- 30.1.1 The entitlement, accrual and taking of personal carer's leave shall be in accordance with this Agreement and the NES.
- 30.1.2 The purpose of making available personal carer's leave is to mitigate against financial hardship for employees resulting from absences due to genuine personal illness or injury ("personal sick leave"); or an illness, injury or unexpected emergency of a member of the

employee's immediate family or household ("carer's leave") that requires the employee to care for or support that person.

- 30.1.3 An employee's immediate family is as defined in the FW Act and includes the employee's spouse and a child, parent, grandparent, grandchild or sibling of the employee or the employee's spouse.

30.2 Entitlement and accrual

- 30.2.1 Subject to Clause 17.1.2 and the introduction of the 36 hour week, full time employees will receive 10 days (76 hours) of personal leave per year which will accrue on a progressive basis during the first year of service. On every anniversary of the employee's commencement with the company, an employee shall be entitled to receive a further (10) ten days personal leave.

- (i) When taking personal leave employees will be paid for the full rostered ordinary shift hours (e.g. 11 hours) but will only have 7.6 hours personal leave deducted from their accrued personal leave.
- (ii) The employees will be paid all personal leave at their rostered ordinary shift rate including shift and weekend penalties incorporated into their roster.
- (iii) When an employee is absent for part of a shift the actual hours absent from work will be deducted from their accrued entitlement and payment will be made for the actual hours absent from work.
- (iv) For accrual and deduction purposes a day will be defined as seven point six (7.6) hours. (Part day absences will be deducted up to a maximum of seven point six (7.6) hours).

- 30.2.2 Part time employees have a pro-rata entitlement to personal sick and carer's leave based on the entitlement of full time employees. Where an employee accrues rostered days off, that employee will be paid 7.6 hours per day of personal leave and 0.4 hours will be accrued to their rostered days off. At the end of each calendar year, 0.4 hours times the number of paid sick leave days taken by the employee is to be credited to the employees RDO bank.

- 30.2.3 Subject to satisfactory proof and notice being provided to the Company, an employee may be entitled to take 2 days of unpaid carer's leave to care for or support a member of the employee's immediate family or household who requires care or support if the employee does not have an accrued entitlement to any paid personal carer's leave, annual leave or other such leave.

30.3 Payment for paid personal/carers leave

- 30.3.1 If an employee takes a period of paid personal/carers leave, the employer must pay the employee the wages they would have received in respect of the ordinary hours the employee would have worked had the employee not been on leave during the relevant period.
- 30.3.2 The wages to be paid must be worked out on the basis of what the employee would have been paid under this Agreement for working ordinary hours during the period of leave, including allowances, loadings and penalties paid for all purposes of the Agreement, first

aid allowance and any other wages payable under the employee's contract of employment including any over Agreement payment.

- 30.3.3 The employee is not entitled to payments in respect of overtime, special rates or any other payment which might have been payable to the employee as a reimbursement for expenses incurred.

30.4 Taking personal carer's leave

An employee must give satisfactory notification including the reason for taking personal carer's leave to the employee's Supervisor as soon as practicable and generally prior to the commencement of their shift.

Personal carer's leave is subject to satisfactory proof being provided to the Company of the employee's illness or injury or the illness, injury or unexpected emergency of a member of the employee's immediate family or household.

However, for personal sick leave a medical certificate is to be produced after:

- (i) An employee has already taken 4 single day absences in a year for standard 8 hour shift workers or 2 single or 2 part day absences for 11 hour shift workers, being each consecutive 12 month period following the commencement of employment; or
- (ii) 2 or more consecutive days absence; or

Where it is impracticable to provide a medical certificate an employee may provide a statutory declaration.

A medical certificate or statutory declaration, as appropriate, is required for each occasion of carer's leave.

The Company may require the employee to provide a medical certificate or statutory declaration for any period of unpaid carer's leave.

Personal carer's leave cannot be taken for a period for which the employee receives workers' compensation.

31. COMPASSIONATE LEAVE

Compassionate leave shall be in accordance with the NES.

On the production of satisfactory evidence being given to the Company employees other than casual employees shall be entitled to 2 days without loss of pay on each occasion (permissible occasion) when a member of the employee's immediate family or household contracts or develops a personal illness that poses a serious threat to his or her life or sustains a personal injury that poses a serious threat to his or her life.

On the production of satisfactory evidence being given to the Company employees other than casual employees shall be entitled to 3 days without loss of pay on each occasion (permissible occasion) when a member of the employee's immediate family or household dies.

An employee's Immediate family is as defined in the FW Act and includes the employee's spouse and a child, parent, grandparent, grandchild or sibling of the employee or the employee's spouse.

31.1 Payment for compassionate leave

- 31.1.1 If an employee, other than a casual employee, takes a period of compassionate leave, the employer must pay the wages they would have received in respect of the ordinary hours

the employee would have worked had the employee not been on leave during the relevant period.

- 31.1.2 The wages to be paid must be worked out on the basis of what the employee would have been paid under this Agreement for working ordinary hours during the period of leave, including allowances, loadings and penalties paid for all purposes of the Agreement, first aid allowance and any other wages payable under the employee's contract of employment including any over Agreement payment.
- 31.1.3 The employee is not entitled to payments in respect of overtime, special rates or any other payment which might have been payable to the employee as a reimbursement for expenses incurred.
- 31.1.4 For casual employees, compassionate leave is unpaid leave.

32. PARENTAL LEAVE

The entitlement to and taking of parental leave shall be in accordance with this Agreement and the NES.

32.1 Entitlement to parental leave generally

Full and part time employees who will have completed at least 12 months continuous service at the date of the expected birth of the employee's child or placement of the employee's adopted child and eligible casual employees will be entitled to parental leave in accordance with the NES and this Agreement.

Such employees may be entitled to 52 weeks unpaid parental leave to be the primary carer for the child. An employee may request that this period be extended for up to an additional 52 weeks. The Company will not unreasonably refuse such a request.

The period of an employee's parental leave is inclusive of all periods of leave taken by the employee and the employee's spouse in relation to the birth or placement of the child (including for example annual leave, long service leave, parental leave, special maternity leave and concurrent leave).

Parental leave may be taken in a single unbroken period in relation to the birth of a child by the employee or the employee's spouse in order to be the primary carer for the child.

32.2 Entitlement to concurrent leave

Concurrent leave is unpaid parental leave available to an employee who is not the primary carer at the date of birth of a child or placement of an adopted child. This leave can be taken concurrently with a spouse taking parental leave as the primary caregiver.

An employee is entitled to a period of up to eight weeks' concurrent leave (see subclause 32.7 for the entitlement to paid partner leave) at the time of the birth of the employee's child or placement of the employee's adopted child.

Concurrent leave must be taken at or after the date of the birth or placement of an adopted child, but must not end more than eight weeks after the date of the birth or placement of an adopted child.

32.3 Entitlement to special maternity leave

An employee may be entitled to take special maternity leave in relation to a pregnancy related illness.

An employee may also be entitled to take special maternity leave where the pregnancy ends within 28 weeks of the expected date of the birth other than by the birth of the child. If an employee has already commenced maternity leave in such a case maternity leave will continue until the employee and the Company agree that the employee should return to work or the Company gives at least 4 weeks notice for the employee to return to work.

32.4 Period of parental leave

A female employee who is pregnant:

- (i) may start parental leave from 6 weeks before the expected date of the birth. If the employee wishes to continue to work during this period the Company may require the employee to provide a medical certificate from an accredited medical practitioner stating that the employee is fit to continue to work.
- (ii) will be required to take parental leave for a period of at least 6 weeks from the date of the birth.

All other employees must commence parental leave on the date of birth of the child or the placement of the adopted child.

32.5 Non pregnancy related illnesses during the period of confinement

Where an employee suffers a non-pregnancy related illness during the period of confinement the employee may take any accrued paid personal leave in lieu of or in addition to special maternity leave for the duration of the illness subject to the employee meeting the requirements under this Agreement in relation to paid personal leave.

32.6 Paid Maternity Leave

32.6.1 This clause applies to full time employees who have completed 12 months continuous service at the time of the birth or placement of the child and are the primary caregivers of that child.

32.6.2 Entitlement

At the time of the birth or placement of the child, a full time female employee who is the primary caregiver is entitled to 12 weeks paid maternity leave at the employee's ordinary classification rate.

32.6.3 Paid Parental Leave Scheme

Employees may be eligible for up to 18 weeks at the rate of the national minimum wage under the federal Paid Parental Leave Scheme (PPLS). To be eligible, the employee must satisfy the eligibility requirements specified under the scheme

Where an employee is eligible for payment under the PPLS, the Company will pay only the difference between the amount received by the employee under the PPLS and the employee's ordinary classification rate for 12 weeks. To avoid doubt, the employee will not be entitled to 12 weeks of ordinary weekly wages payable by the Company plus the money from the PPLS.

32.7 Paid Partner Leave

Full time employees who have completed 12 months continuous service shall be entitled to one week (38 hours) paid partner leave (taken as concurrent leave) on the birth or placement of their child. Payment will be at the wages they would have received in respect of the ordinary hours the employee would have worked had the employee not been on leave during the relevant period.

The wages to be paid must be worked out on the basis of what the employee would have been paid under this Agreement for working ordinary hours during the period of leave, including allowances, loadings and penalties paid for all purposes of the Agreement, first aid allowance and any other wages payable under the employee's contract of employment including any over Agreement payment.

The employee is not entitled to payments in respect of overtime, special rates or any other payment which might have been payable to the employee as a reimbursement for expenses incurred.

In cases of still birth, paid partner leave may be granted subject to the production of substantiating medical evidence but not where the pregnancy terminates earlier than twenty weeks prior to the expected date of delivery.

If, during the life of this Agreement, a paid parental leave scheme is introduced by the federal government that provides for paid partner (or concurrent) leave, the Company will only pay the difference between the amount paid by the Scheme and the [employee's ordinary weekly wage for the week of paid leave] amount required to be paid pursuant to this clause.

33. COMMUNITY SERVICE LEAVE

- 33.1** An employee who engages in eligible community service activities including emergency management activities for organisations such as the CFA or SES, may be absent from work by reason of engaging in such activities, in accordance with the provisions contained in the NES. The employee will be required to provide notice and documentation to support the taking of such leave and the Company has the right to refuse leave if no evidence is provided. If an Employee is reasonably required to attend an emergency, they shall be granted unpaid time off to attend.
- 33.2** Subject to sub-clause 33.4, if an employee is required to attend for jury service during the employee's ordinary working hours the employee will be reimbursed by the Company an amount equal to the difference between the amount paid in respect of the employee's attendance for such jury service and the amount of pay the employee would have received in respect of the ordinary time the employee would have worked had the employee not been on jury service.
- 33.3** An employee must notify the Company as soon as possible of the date upon which the employee is required to attend for jury service
- 33.4** To be entitled to paid jury service as provided for in subclause 33.2 employees will be required to provide the Company with:
- (i) Evidence that the employee has taken all necessary steps to obtain any amount of jury service pay that the employee may be entitled to under relevant laws;
 - (ii) Proof of the duration of attendance; and
 - (iii) Evidence of the total amount, even if that amount is nil, of jury service pay that has been paid or that is payable to the employee for the period of jury service.

34. LONG SERVICE LEAVE

The parties agree that the below conditions only apply to the extent that it is more favourable than the entitlement under the NES.

Employees will be entitled to:

- (i) 13 weeks Long Service Leave with pay after the completion of 10 years continuous service
- (ii) Additional entitlements occur at the rate of six and a half weeks leave with pay in respect of each additional period of five completed continuous years of service.
- (iii) 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.
- (iv) All other matters are covered by the Victorian (State) Long Service Leave Act.

35. PUBLIC HOLIDAYS

35.1 Prescribed Public Holidays

- 35.1.1 A full-time employee is entitled to the following public holidays, without loss of pay:
- (i) New Year's Day (1 January);
 - (ii) Australia Day (26 January);
 - (iii) Labour Day or Eight Hours' Day;
 - (iv) Good Friday;
 - (v) Easter Saturday;
 - (vi) Easter Monday;
 - (vii) Anzac Day (25 April);
 - (viii) Queen's Birthday;
 - (ix) AFL eve Grand Final;
 - (x) Melbourne Cup Day or a local equivalent;
 - (xi) Christmas Day (25 December);
 - (xii) Boxing Day (26 December);
 - (xiii) Any other day declared by or under a law of the State of Victoria to be observed generally within the State or a region of the State as a public holiday.
- 35.1.2 Where another day is generally observed in a locality in substitute for any of the above days, that day shall be observed as the public holiday in lieu of the prescribed day.
- 35.1.3 An employee may be requested to work on a public holiday in accordance with the FW Act.

Where a public holiday falls on a Saturday or a Sunday and a substituted day is declared under the law of the State of Victoria or prescribed in an incorporated award term, payment for working on the Saturday or Sunday will be at the appropriate penalty rates prescribed in the incorporated award term. Payment for working on the substitution day will be at the appropriate penalty for working on public holidays.

35.2 Payment for working on a Public Holiday

- 35.2.1 Employees who are rostered and required to work on Public Holidays must elect prior to working the rostered shift either:
- (i) be paid at the rate of double time and one half of the ordinary day shift rate; or
 - (ii) be paid time and one half of the ordinary day shift rate and receive one (1) accrued lieu day ("ALD").
- 35.2.2 ALDs ("Accrued Lieu Day")
- An employee may elect to:
- (i) Take their ALD as a day of leave. This may normally be taken at times as mutually agreed between the employee and the Company; or
 - (ii) to be paid the equivalent amount in money at their classification rate for their ALD.

All ALDs for the previous 12 months must be cleared by the last pay period before Christmas. If the employee has not taken or elected to be paid their ALD, the Company will pay out the remaining ALD days on the last pay period before Christmas at the employee's classification rate.

- 35.2.3 Where a shift commences or finishes on a public holiday, the entire shift will be paid at Public Holiday rates, provided that an employee will not receive payment at Public Holiday rates twice, for the same calendar day.

E.g. where a public holiday falls on a Tuesday, and an employee rostered to work Monday night is not subsequently rostered to work on the immediately following Tuesday night, they will receive payment for the entirety of the Monday shift at double time and a half.

36. ACCIDENT MAKE UP PAY

- 36.1 The Company will pay 52 weeks accident make up pay from the date of injury on acceptance of a compensation claim to employees covered by this Agreement and applicable to claims accepted after the commencement of this Agreement.
- 36.2 Accident make up pay shall be equal to the difference between the worker's compensation payment and the Employee's pre-injury average weekly earnings as defined by the Workplace Injury Rehabilitation and Compensation Act 2013.
- 36.3 Make up pay is only payable when compensation is paid for a work related injury.

PART VII - TERMINATION OF EMPLOYMENT & REDUDANCY

37. NOTICE OF TERMINATION

37.1 Notice by Employer

- 37.1.1 In order to terminate the employment of an employee entitled to notice under this clause the Company 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

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

- 37.1.2 Payment in lieu of the notice prescribed in this clause 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.
- 37.1.3 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, the employer 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);
 - (ii) the amounts ordinarily payable to the employee in respect of those hours, including (for example) allowances, loading and penalties; and

- (iii) any other amounts payable under the employee's contract of employment.

37.1.4 The period of notice in this clause does not apply:

- (i) in the case of dismissal for serious misconduct;
- (ii) 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 agreement;
- (iii) to probationary employees. Notice for probationary employees is in accordance with clause 13.1; and
- (iv) to casual employees.

37.1.5 Where the Company has given notice to an employee, the employee shall be allowed up to one day's time off without loss of pay for the purpose of seeking other employment. The time off shall be taken at times that are convenient to the employee after consultation with the Company.

37.2 Notice by Employee

The notice of termination required to be given by an employee shall be in accordance with the Relevant Awards.

38. REDUNDANCY / SEVERANCE

38.1 Consultation

- 38.1.1 Where the Company has made a decision that it no longer wishes the job an employee has been doing 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 with their unions.
- 38.1.2 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.
- 38.1.3 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 their union, 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.

38.2 Severance Pay

If redundancies are still necessary after following the procedures set out above, the formula to apply is as follows:

- Four weeks severance pay; and

- Two weeks pay for each completed year of service with the PTC to a maximum of 20 weeks; and
- Three weeks pay for each completed year of service after 1 July 2000 with the Company to a maximum of 21 weeks.

38.3 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 employment of this agreement with continuity of entitlements, 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.

39. EMPLOYEE REPRESENTATIVES

- 39.1** The Company recognises, upon notification, the role of elected employee representatives, who may be a union delegate. Employee representatives will be provided with reasonable time to represent employees at the workplace on matters that pertain to the employment relationship between the Company and employees covered by this Agreement.
- 39.2** The Company will extend the usual courtesy of providing reasonable time and access to resources such as telephone, photocopier and the employee notice board to allow elected employee representatives to carry out their role and activities that are directly related to matters that pertain to the employment relationship between the Company and employees covered by this Agreement.
- 39.3** Employee representatives will also be entitled to 5 days paid training leave per year for the life of this agreement. The training courses and the period of leave must be approved by the Company beforehand. Agreement will not be unreasonably withheld.

40. SUPPLEMENTARY LABOUR

- 40.1** 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.
- 40.2** Prior to the employment of supplementary labour, and, where practical, the training and on transfer of existing employees will be considered. Training will be considered when the skill requirement is long term and the work of sufficient volume to justify the training investment and retention of

competence by the employee in the required skill. Where training is proceeding, supplementary labour hire may be required to address the immediate workload.

- 40.3** 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.
- 40.4** Whenever practical, employment will be by a term contract for an initial period no longer than six (6) months or as otherwise agreed by the parties.
- 40.5** Fixed term employees shall be engaged at the classification level appropriate to the work to be undertaken and paid accordingly.
- 40.6** Where the employment of fixed term employees is not practical the engagement of supplementary labour or contractors (engaged to undertake work performed by VLM Employees employed in the classifications described in the Agreement) will be utilised.
- 40.7** The engagement of supplementary labour (engaged to undertake work performed by VLM Employees employed in the classifications described in the Agreement) is to be used to support the existing full time employees in overcoming excessive workloads or skill shortages and not to undermine permanency of employment.

40.8 Preventing the Undermining of Job Security and Terms and Conditions of Employees

The company shall only use supplementary labour and employees of supplementary labour companies to do work performed by VLM Employees employed in the classifications described in the Agreement who apply and receive wages and employment conditions that are no less favourable than provided for in this Agreement for equivalent or similar work.

40.9 Implementation Consultation

Prior to the implementation of Supplementary Labour, the company will consult employee representatives (which will be the relevant unions for union members). The purpose of this consultation is to ensure that the implementation of supplementary labour arrangements is consistent with the terms of this clause.

41. INTRODUCTION OF CHANGE/CONSULTATION

41.1 This term applies if:

41.1.1 Prior to the Company making a definite decision to introduce a major change to production, program, organisation, structure, or technology in relation to its enterprise; and

41.1.2 the change is likely to have a significant effect on Employees.

41.2 Prior to making a definite decision to implement major change, the Company must notify the relevant Employees of the potential decision to introduce the major change.

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

41.4 If:

41.4.1 a relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation; and

41.4.2 the Employee or Employees advise the Company of the identity of the representative;
the Company must recognise the representative.

41.5 As soon as practicable after making its decision, the Company must:

41.5.1 discuss with the relevant Employees:

- i. the introduction of the change; and
- ii. the effect the change is likely to have on the Employees; and
- iii. measures the Company is taking to avert or mitigate the adverse effect of the change on the Employees; and

41.5.2 for the purposes of the discussion - provide, in writing, to the relevant Employees:

- i. all relevant information about the change including the nature of the change proposed; and
- ii. information about the expected effects of the change on the Employees; and
- iii. any other matters likely to affect the Employees.

- 41.6** However, the Company is not required to disclose confidential or commercially sensitive information to the relevant Employees.
- 41.7** The Company must give prompt and genuine consideration to matters raised about the major change by the relevant Employees.
- 41.8** If a term in the Agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the Company, the requirements set out above are taken not to apply.
- 41.9** In this term, a major change is likely to have a significant effect on employees if it results in:
- 41.9.1** the termination of the employment of Employees; or
 - 41.9.2** major change to the composition, operation or size of the Company's workforce or to the skills required of Employees; or
 - 41.9.3** the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
 - 41.9.4** the alteration of hours of work; or
 - 41.9.5** the need to retrain Employees; or
 - 41.9.6** the need to relocate Employees to another workplace; or
 - 41.9.7** the restructuring of jobs.
- 41.10** In this term, relevant employees means the Employees who may be affected by the major change.

Change to regular roster or ordinary hours of work

- 41.11** The Company will also commit to:
- 41.11.1** Provide information to Employees about the change;
 - 41.11.2** Invite the Employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities), which on request, will include a vote on one or more viable roster options which meet the operational requirements of the Company;
 - 41.11.3** Consider any views given by the Employees about the impact of the change;
 - 41.11.4** Allow for representation of those Employees for the purposes of that consultation; and
 - 41.11.5** Not unreasonably refuse to implement a proposal from employees and/or their representatives which meets the operational requirements of the Company.
- 41.12** Provided that such consultation will operate in conjunction with any other term (e.g. Roster Change Process at Clause 18) of the Agreement requiring consultation or agreement with Employees in relation to changes to hours of work or related matters.

42. INDUSTRIAL DISPUTE RESOLUTION

42.1 Industrial Disputes

The objective of the parties 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 productivity and remuneration.

It is the intention of this procedure to resolve by direct consultation and negotiation between the employee representatives or Union, Employee and the Company any grievance, dispute, claim or problem that relates to an industrial matter, safety matter and matters pertaining to the National Employment Standards.

42.2 Industrial Disputes Resolution Procedure

The following four stage procedure shall be adhered to in resolving matters under this clause:

- 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.
- 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.
- 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;
- 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.

The Union, Employee and Company may during this process refer the matter in dispute to an agreed independent person for conciliation, which shall be agreed by the parties to the dispute.

The Company, Employees and Unions shall attempt to inform each other at the earliest possible opportunity of any issue or problem that may give rise to a grievance or dispute.

Throughout each of the above stages of the procedures, all relevant facts shall be clearly identified and recorded and reasonable time limits allowed for the completion of the various stages of discussion. At least seven days should be allowed for all stages of the discussions to be finalised.

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, the Union, Company and Employees can jointly or individually refer the matter to Fair Work Commission for conciliation and assistance in resolving the dispute. In the event that conciliation is exhausted and is not successful a request to Fair Work Commission for arbitration may be initiated by the Union, Company or Employee(s) concerned. The parties covered by this Agreement agree to be bound by the decision of FWC, subject to the right of appeal.

The parties to the dispute agree that during the resolution of matters in accordance with this clause the parties shall be committed to avoid stoppages of work, lockouts or any other bans or limitations on the performance of work.

The Company shall ensure that all practices applied during the operation of these procedures are in accordance with the Safe working practices.

Where a dispute exists and whilst that dispute remains unresolved and is being addressed through this procedure, the Company and Employees 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 process to resolve the matter.

43. SAFETY ISSUES RESOLUTION

43.1 Safety Issues

Genuine safety issues relevant to this Clause will be the province of the relevant Safety Committee and isolated from industrial matters covered by Clause 42 above.

The parties to this Agreement abhor the loss of life, sickness and disability caused at work. The parties agree to the establishment/continuation of health and safety committees in each workplace and the recognition rights and training for health and safety representatives.

The parties are committed to pursuing the best means of safeguarding and improving the working life and health of employees.

43.2 Safety Issue Resolution

All matters involving occupational health and safety issues shall be dealt with in accordance with the provisions of the Occupational Health and Safety Act 2004 (VIC) (as amended from time to time).

44. RENEWAL OF AGREEMENT

The parties agree to commence negotiation for a replacement Agreement no later than three months prior to the expiry of this Agreement.

PART VIII - FLEET MAINTENANCE

45. APPLICATION

Part V of this Agreement only applies to those employees in the Fleet maintenance part of the Company covered by the classifications in clause 47.1.

46. RELEVANT AWARD

The Relevant Award for employees covered by the classifications in clause 47.1 is the *Manufacturing and Associated Industries Award 2020*.

47. CLASSIFICATIONS

47.1 Classifications

47.1.1 Classifications in this Agreement are;

Classification	C-Level
Cleaner	C13
Wash Plant Operator Non Artisan Running Gear Repairer Service Unit Operator	C12
Train Examiner	C11
Car builder, Upholster, Carpenter, Painter, Panel Beater Utilities Assistant Fitter, Diesel Mechanic Electrical Fitter, Electrical Mechanic	C10
Car Body Maintainer 1 Carriage Maintainer 1 -(Mechanical) Carriage Maintainer 1 -(Electrical)	C9
Car Body Maintainer 2 Carriage Maintainer 2 -(Mechanical) Carriage Maintainer 2 -(Electrical)	C8
Diesel Maintainer Carriage Maintainer 3 (Electrical/Air-conditioning refrigeration)	C7

47.1.2 The above classification table will not operate so as to reduce an employee's current classification level.

47.1.3 The above Classifications are the current classifications that apply to employees at VLM. However, the classification of employees, in respect of the abovementioned positions or any other positions that arise, shall always be open to review via a classification process in accordance with the Metal Industry Competency Standards and Implementation Guide. Further, any classification process may identify a higher C-level ie. C6 or above.

47.1.4 The corresponding C-Levels in sub-clause 47.3.1 are based on the skills and competencies that are normally required to perform duties in that classification. However, where an

employee has additional skills or competencies, that the Company requires the employee to use in performing their duties, that employee may be paid at a higher C-Level.

- 47.1.5 All classification levels represent employees for whom cross-skilling (multi-skilling where applicable as per appendix 3 of this agreement), including trade to non-trade and trade cross trade, is unlimited providing OH&S guidelines are met.
- 47.1.6 It is agreed that the primary determinant of appropriate classification levels and numbers required in this Agreement, are the number required per level and the associated competencies obtained and training completed.

47.2 Reclassification/Competency Standards

- 47.2.1 The Company and the unions agree to continue to consult about the competency standards and skills matrix that 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.
- 47.2.2 It is agreed that any employee who is reclassified into a higher paid classification during the classification review process will be back paid to the date the employee commenced the duties.
- 47.2.3 Where required, the parties shall agree on an independent assessor(s) to undertake a classification review. The outcome by the independent assessor(s) shall be binding on all parties.

47.3 Classification Progression

- 47.3.1 Progression for apprentices and mechanical or electrical trades:
- An employee who has a mechanical or electrical trade will be employed as a Carriage Maintainer Level 1 upon commencement of employment.
 - In respect of Employees who have less than 12 months post-trade experience and who did not complete their apprenticeship performing work for VLM, they shall be classified at C10 and reviewed by an assessor within 12 months of the commencement of their employment.
 - In respect of an apprentice who has completed the apprenticeship performing work for VLM, they shall, after completing their apprenticeship, be classified as Carriage Maintainer Level 1.
- 47.3.2 Progression from Carriage Maintainer 1 to Carriage Maintainer 2 or higher:
- An employee will progress from a Carriage Maintainer Level 1 to a Carriage Maintainer Level 2 or higher after the employee completes:
 - 12 months employment as a Carriage Maintainer 1; and
 - Reviewed by a classification assessor and classified at a Carriage Maintainer Level 2 or higher.
- 47.3.3 Progression from Apprentices/Car Body trades to Car Body Maintainer 1:
- An employee will progress from Car Body trades to a Car Body Maintainer 1 after the employee completes 1 year experience working on Rail Passenger Vehicles. Any further progression will be done via a classification review by an assessor.

- In respect of Employees who have less than 12 months post-trade experience and who did not complete their apprenticeship performing work for VLM, they shall be classified at C10 and reviewed by an assessor within 12 months of the commencement of their employment.
- In respect of an apprentice who commenced their apprenticeship after 01/07/12 and completed their apprenticeship performing work for VLM, they shall, after completing their apprenticeship, be classified as C10 and reviewed by an assessor after completing a further 6 months work at this classification.

47.3.4 Apprentices shall be paid in accordance with the following as a percentage of the Carriage Maintenance Employee C10 rate. The applicable pay rate shall be an all inclusive rate of pay.

Type of apprentice	First year	Second year	Third year	Fourth year
Junior apprentice	50%	60%	75%	88%
Adult apprentice*	55%	75%	88%	92%

* For clarification, an adult apprentice is an apprentice who commences their apprenticeship after the age of 21 years whether it was with or prior to commencing with the company.

48. REMUNERATION

48.1 Wage Rates

48.1.1 The established weekly wage rate level and agreed increases over the life of this Agreement for employees are as follows:

CLASSIFICATION	Current	First Full Pay Period after 1/7/2019	Hourly Rate	First Full Pay Period after 1/7/2020	Hourly Rate
C13	\$1,258.18	\$1,289.64	\$33.9380	\$1,321.89	\$34.7865
C12	\$1,341.02	\$1,374.55	\$36.1723	\$1,408.91	\$37.0766
C11	\$1,417.60	\$1,453.04	\$38.2379	\$1,489.37	\$39.1938
C10	\$1,534.32	\$1,572.68	\$41.3863	\$1,612.00	\$42.4212
C9	\$1,611.11	\$1,651.39	\$43.4576	\$1,692.67	\$44.5440
C8	\$1,687.70	\$1,729.89	\$45.5235	\$1,773.14	\$46.6616
C7	\$1,765.33	\$1,809.46	\$47.6175	\$1,854.70	\$48.8079
C6	\$1,917.89	\$1,965.84	\$51.7326	\$2,014.98	\$53.0259

	36 hour Implementation 14 March 2021	First Full Pay Period after 1/7/2021 (1.75%)	Hourly Rate	First Full Pay Period after 1/1/2022 (1.75%)	Hourly Rate	First Full Pay Period after 1/7/2022 (1.75%)	Hourly Rate	First Full Pay Period after 1/1/2023 (1.75%)	Hourly Rate
C13	\$36.96	\$1,358.85	\$37.7457	\$1,382.63	\$38.4063	\$1,406.82	\$39.0784	\$1,431.44	\$39.7623
C12	\$39.39	\$1,448.30	\$40.2306	\$1,473.65	\$40.9347	\$1,499.44	\$41.6510	\$1,525.68	\$42.3799
C11	\$41.64	\$1,531.01	\$42.5280	\$1,557.80	\$43.2723	\$1,585.06	\$44.0295	\$1,612.80	\$44.8001
C10	\$45.07	\$1,657.08	\$46.0299	\$1,686.08	\$46.8354	\$1,715.58	\$47.6551	\$1,745.61	\$48.4890
C9	\$47.33	\$1,740.00	\$48.3333	\$1,770.45	\$49.1792	\$1,801.43	\$50.0398	\$1,832.96	\$50.9155
C8	\$49.58	\$1,822.72	\$50.6310	\$1,854.62	\$51.5171	\$1,887.07	\$52.4186	\$1,920.09	\$53.3360
C7	\$51.86	\$1,906.56	\$52.9600	\$1,939.92	\$53.8867	\$1,973.87	\$54.8298	\$2,008.41	\$55.7893
C6	\$56.34	\$2,071.32	\$57.5368	\$2,107.57	\$58.5436	\$2,144.45	\$59.5682	\$2,181.98	\$60.6106

48.1.2 Subject to agreed ongoing flexibility, the wage increases in the table above shall be payable as follows:

- On the first full pay period after the Agreement commences operation:
- Employees will receive a payment about equal to the amount they would have received if the increase on 1 July 2019 (2.5%) had taken effect. The amount will be calculated from the first full pay period on or after 1 July 2019 and will exclude allowances; and
- Employees will receive a payment about equal to the amount they would have received if the increase on 1 July 2020 (2.5%) had also taken effect. The amount will be calculated from the first full pay period on or after 1 July 2020 and will exclude allowances; and
- The parties agree that 5 minutes per shift (for 11 hour shift workers) will be included in the base hourly rate from the implementation of the 36 hour week arrangements, effective from the first full pay period in March 2021 (commencing 14 March 2021). For example: When Employees commence the 36-hour week, their weekly earnings, as described in clause 48.1.1 will be divided as per the calculated example below. The value of that calculation will be the employees new base hourly rate. This rate will increase in line with the future wage increases.

Example (actual figures as per wage table at clause 48.1.1) of the calculation of the new rate of \$49.36 p/hr for a C7 employee working a 36 hour week (which will apply from the first full pay period in March 2021):

At 30 June 2019, a C7 employee is paid \$1,765.33 per week, meaning \$1765.33/38 hours = \$46.4560 per hour.

Fortnight equivalent for 76 hours: \$1,765.33 x 2 = \$3,530.66.

Plus the employee currently receives an additional 0.5hrs as part of the roster pattern. The additional 0.5 hrs is equivalent to \$23.228 (\$46.456/2)

Total fortnightly pay for 76.5 hours: \$3,530.66 + \$23.228 = \$3553.888

Divide \$3553.888 by 72 for the proposed 36-hour week = \$49.360

Therefore, \$49.360 becomes the example base hourly rate for a C7 employee working a 36-hour week (based on the wage applicable at 30 June 2019)

- The remaining wage increases shall be payable from the beginning of the first full pay period on or after the dates shown in the table above at clause 48.1.1.

Weekly Wage rates include and compensate fully for:

- All allowances not prescribed in clause 48.2 (excluding the meal allowance);
- All skills and competencies within the employee's classification.

48.2 Allowances

48.2.1 The only allowances that will apply in addition to the wage rates in clause 48.1 in this Agreement are as follows:

Allowance Type	Current	1-Jul-19 2.50%	1-Jul-20 2.50%	1-Jul-21 1.75%	1-Jan-22 1.75%	1-Jul-22 1.75%	1-Jan-23 1.75%
Consolidated Vehicle & Disability Allowance (8 hrs shift roster (48.2.2))	\$5.45	\$5.59	\$5.73	\$5.83	\$5.93	\$6.03	\$6.14
Consolidated Vehicle & Disability Allowance (11 hr shift roster (48.2.2))	\$7.76	\$7.95	\$8.15	\$8.30	\$8.44	\$8.59	\$8.74
Sanding Allowance (48.2.3)	\$5.04	\$5.17	\$5.30	\$5.39	\$5.48	\$5.58	\$5.68
Graffiti Allowance (48.2.4)	\$0.75	\$0.77	\$0.79	\$0.80	\$0.82	\$0.83	\$0.84
"A" Grade Electrical Allowance (48.2.6)	\$40.01	\$41.01	\$42.04	\$42.77	\$43.52	\$44.28	\$45.06
Toilet Allowance (48.2.7)	\$5.04	\$5.16	\$5.29	\$10.00	\$10.17	\$10.35	\$10.53

48.2.2 Consolidated Vehicle & Disability Allowance

This allowance will continue to be paid in accordance with the existing arrangements and is not for all purposes.

48.2.3 Sanding

The sanding allowance will be paid to an employee(s) nominated to perform the sanding function at WMD.

48.2.4 Graffiti Allowances

The graffiti allowances will be paid to Car Cleaners in accordance with the existing arrangements.

48.2.5 Distress and Trauma Allowance

Where Field Maintenance employees are required to attend to work directly involved with train accidents involving traumatic personal injuries or deaths, they are to be paid compensation of 25% of their normal hourly rate for the whole of the shift concerned (ie equivalent to 2 hours at single rate would be paid for an eight hour shift).

This allowance will not be paid for all purposes.

48.2.6 'A' Grade Electrical Licence Allowance

Payment of an 'A' Grade Electrical Licence allowance will be made to all qualified electrical tradespersons who hold a current licence. Payment will not be made after the expiry date of the licence if the employee has not provided evidence of the renewal of that licence to payroll.

48.2.7 Toilet Allowance

The toilet allowance will be paid to staff repairing toilet macerators, clearing evacuation pipes and replacing Sanivac units, from the date of commencement of this Agreement.

From 1 July 2021 this allowance will increase to \$10.00 per repair in accordance with this clause, and will increase with annual wage increases..

PART IX - CLERICAL, ADMINISTRATION, SUPERVISORY, TECHNICAL & PROFESSIONAL ENGINEERS

49. APPLICATION

Part VI of this Agreement only applies to those clerical and administration employees in the engineering part of the Company employed to perform work which would, but for this agreement, fall within the Clerical, Administration and Professional classifications in the Railways Salaried Employees Award 2002 as it stood on 1st March, 2006.

50. AWARD TERMS INCORPORATED INTO THIS AGREEMENT

- 50.1** Subject to this clause, this Agreement incorporates by reference the terms of the Railways Salaried Employees Award 2002 as it stood on 1st March, 2006.
- 50.2** The incorporated award terms shall only apply to Employees who would, but for this Agreement, be covered by the Railways Salaried Employees Award 2002 as it stood on 1st March, 2006.
- 50.3** In incorporating award terms by reference into this agreement they are to be read as altered to incorporate any necessary changes resulting from them being provisions of an agreement rather than provisions of an award.
- 50.4** The parties have not identified any award term that was in operation just before this agreement was made which would constitute an "unlawful term" within the meaning in the Fair Work Act 2009. However, if any such award term exists, it is not incorporated into this Agreement.
- 50.5** Where there is any inconsistency between a provision in this Agreement and an incorporated award provision, the provision in this agreement shall prevail to the extent of any inconsistency.

51. PENALTY PAYMENTS

51.1 Definition

In this Part 2, the following terms have the following meaning:

- 51.1.1** Normal rate" is the base rate of pay.
- 51.1.2** Overtime" means all hours worked outside the standard hours of work as defined under Part 1 clause
- 51.1.3** Each hour (or part thereof) of overtime shall be paid at the rate applicable on the day on which the hour (or part thereof) was worked.
- 51.1.4** Monday to Saturday Work
Subject to the provisions of clause 2.4, any overtime hours of work performed in the first eleven (11) hours of the shift being worked between midnight on Sunday and midnight on Saturday shall be subject to payments at time and a half.
Overtime hours in excess of an eleven (11) hour shift shall be paid at double time rate.

52. SIGNATORIES

The parties to this Workplace Agreement are committed to the provisions contained herein.

Signed for and on behalf of Bombardier Transportation (V/Line Classic) Australia Pty Ltd by:

Neville Fabiyanic of Gate H, Dudley Street, West Melbourne
Name Address

[Signature]
Signature

12/01/2021
date

General Manager
Position

The above person is authorised by **Bombardier Transportation (V/Line Classic) Australia Pty Ltd** to sign the Agreement on its behalf.

In the presence of:

Richard Weimar of Gate H Dudley St, West Melbourne
Name Address

[Signature]
Signature

12/01/21
date

Fleet Manager
Position

Signed for and on behalf of the Employees by:

The Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union (Victorian Branch):

Tony Mavropoulos of 251 Queensberry St, Carlton South, 3053.
Name Address

[Signature]
Signature

JANUARY 18, 2021
date

State Secretary
Position

In the presence of:

Sam Sullivan of 251 Queensberry Street, Carlton Stn, 3053
Name Address

[Signature]
Signature

JANUARY 18, 2021
date

OFFICER
Position

The Communication, Electrical & Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia (Victorian Branch):

Troy Gray of Level 1, 200 Arden Street, North Melbourne VIC 3051
Name Address
[Signature] 18th January 2021
Signature date
State Secretary
Position

In the presence of:

Zoe Evers of Level 1, 200 Arden Street, North Melbourne VIC 3051
Name Address
[Signature] 18th January 2021
Signature date
Industrial Admin Facilitator
Position

Australian Rail, Tram & Bus Industry Union (Victorian Branch):

Bryan Evans of L2 365 Queen St Melbourne
Name Address
[Signature] 19/1/21
Signature date
Organiser, Rolling Stock, Infrastructure, Labour Hire
Position

In the presence of:

ALICE DUNN of LEVEL 2, 365 Queen St Melbourne
Name Address
[Signature] 19/1/21
Signature date
INDUSTRIAL OFFICER
Position

Employee representative covered by the Agreement:

Tanya O'Brien of GATE H DUDLEY ST - WEST MELBOURNE
Name Address
[Signature] 21-1-21
Signature date
CAR BODY
Position

In the presence of:

TERRY KEZARIS of GATE H DUDLEY ST - WEST MELBOURNE
Name Address
[Signature] 21/1/21
Signature date
HRBP
Position

APPENDIX 1 – TRANSFERRED EMPLOYEE TRAVEL PASS

Eligibility

An employee who transferred from PTC/ V/Line Passenger to National Express (V/Line Passenger Maintenance) on 29 August 1999, under transmission of business, is eligible to be issued an Interstate Travel Pass after completing twelve months of service.

Entitlement

Employees when granted paid leave of absence may be issued an Interstate Travel Pass for self and eligible dependents, subject to certain conditions. Employees are entitled to one free Interstate travel pass in any annual leave year. Such entitlement, if unused, does not accumulate.

Employees are issued with an Interstate Free Travel Voucher which is exchanged for a ticket, enabling travel on:

- a) Intersystem train services that extend services that extend beyond Victorian border stations
- b) Intersystem services that extend beyond V/Line Interstate Rail/Coach Link Service terminals
- c) Other intersystem services that entail travel across at least one State border.
- d) An eligible employee may be issued with one free travel voucher for Northern States or for Western States during the leave period in the one annual leave year.

Interstate Free Travel Vouchers are not available for travel on:

- a) Public transport services in the metropolitan area of any capital city on Chartered or privately owned Interstate services unless designated a service of the particular Rail system
- b) Tourist services
- c) Certain intersystem services as nominated from time to time.

Interstate pass entitlements as set out above will apply for the duration of this Agreement.

RETIRED EMPLOYEE PASS (R.E.T.A)

Eligibility

An employee who transferred from PTO V/Line Passenger to National Express (V/Line Passenger Maintenance) on 29 August 1999, under transmission of business, is eligible to be issued a Retired Employee Travel Authority (R.E.T.A.) at the time of retirement on account of age or ill health, provided they have completed a combined total of 20 years' service with these organisations.

The spouse and/or eligible dependents of such an employee shall also be entitled to be issued with a RETA for the same period.

- a) Where a Company employee who has met the above criteria is made redundant then they, their spouse and eligible dependents shall be able to obtain a RETA upon the redundant employee reaching retirement age.
- b) In the event of the death of a Company employee, then their spouse and/or eligible dependents shall be entitled to be immediately issued with a RETA, provided the employee had attained 20 years' service as provided above.

New employees who commence after 28 August 1999 are ineligible for a retirement pass even if they achieve 20 years' service with the Franchisees. However this does not include franchisee employees who resign and then commence with another Franchise Company without a break of service.

Employees who become eligible for a Retired Employee Travel Pass after 28 August 1999 are ineligible for any intersystem travel concessions.

NOTE

Employees who resign are NOT eligible for after retirement travel and other concessions. However, employees who resign after reaching the minimum retiring age are considered to have retired age are considered to have retired and maybe eligible for after retirement entitlements.

APPENDIX 2 –STANDARD TOOLKIT REQUIREMENT

MINIMUM ELECTRICIANS TOOL KIT

NOTE: ALL TOOLS MUST BE TRADE QUALITY

-
- Tape 8m
-
-
- Pliers long nose
- Screwdriver 7 piece (insulated)
- Centre Punch
- Hacksaw frame 12"
- Wrench adjustable 100mm
- Wrench adjustable 200mm
- Wrench adjustable 250mm
- Multigrips 250mm (10")
- Tin Snips
-
- Hammer 16oz ball pen
- Hex key 8 set imperial to 3/8
- Hex key 8 set metric to 10mm
-
- Spanner Set (combination ring & open end 22mm)
- Cold Chisel

MINIMUM FITTER & TURNER TOOL KIT

NOTE: ALL TOOLS MUST BE TRADE QUALITY

-
- Tape 8m
- Rule Steel 300mm/12" (metric/imperial)
- Rule Steel 150mm/6" (metric/imperial)
- Dividers spring solid nut 150mm (6")
- Block Square 150mm
- Vice grip
- Feeler gauges 75mm 20 blades metric
- Pinch Punch Set long series 8 piece 2.5-10mm
- Cold Chisel 230 x 22mm
- Centre Punch 125 x 16 x 8 mm
- Hacksaw frame 12"
- Multigrips 250mm (10")
- Tin Snips
-
- Screwdriver Set standard blade & Phillips 7 piece
- Hammer 350gm (12oz) ball pen
- Wrench adjustable 300mm
- Wrench Tap T type 2-6mm capacity
-
- Hex key 8 set imperial to 3/8
- Hex key 8 set metric to 10mm
- Pliers combination 200mm
- Pliers long nose 180mm 654-71
- Spanner Set (14 piece combination ring & open end metric)

MINIMUM VEHICLE BUILDER TOOL KIT

NOTE: ALL TOOLS MUST BE TRADE QUALITY

-
- - Tape 8m
 - Rule Steel 300mm/12" (metric/imperial)
 - Rule Steel 150mm/6" (metric/imperial)
 - Scribes double-ended 220mm
 - Hammer 900gm (32oz) ball pien
 - Hammer 350gm (12oz) ball pien
 - Wrench adjustable 300mm
 - Wrench adjustable 150mm
 - Cold Chisel 230 x 22mm
 - Centre Punch 125 x 16 x 8 mm
 - Hacksaw frame 12"
 - Pliers or multigrips
 - Vice grip x 2
 - Screwdrivers blade x 2
 - Screwdrivers Phillips x 2
 - Screwdrivers Pozidrive x 2
 - Square Combination 300mm
 - Allen key 8 set imperial
 - Allen key 8 set metric
 -
 - Spanner Set 14 pc metric ring/open end
 - Tin Snips

APPENDIX 3 - SHOP FLOOR FLEXIBILITY INITIATIVES

This section is to be read in conjunction with clause 15.2 Business Improvement Initiatives as contained within this enterprise agreement.

Shop floor employees employed under this enterprise agreement are to work within their core trade on allocated tasks, whenever it's needed, respecting constraints (examples: License trade restrictions, OH&S & Quality requirements & core trade boundaries)

In line with to C Class streams and subject to the restraints set out above, employees are required to apply the skills and competencies expected of the classification they have attained.

Note: Below are examples of tasks that are underpinned by employee skills and competencies, through the life of this agreement this list may be added to, amended as and when required by agreement through consultation with the Consultative Committee. It is the intention of this document to clarify ongoing applicability of current working practices to meet the spirit of greater flexibility and enhanced teamwork as required by the local committee.

1. OH&S.

All staff to be responsible for their own safety as well as creating a safe environment for colleagues including preparing vehicles for work (examples: locking roads, placing chocks) and housekeeping (Clean as you go)

2. TEAM WORK

Trades to assist other trade staff as required to complete agreed tasks

All staff to use load shifting equipment, hand tools, manual and motorized if competent as required to complete task being worked on individually or by another member of the team.

All staff, are to assist each other when required. (Examples: removal of covers and engine hatches, connection of shop air shore supply where competent)

Staff who are trained and competent to setup/operate jacks for lifting of Sprinters/Vlocity when required.

EXAMPLES:

a) Electrical

- Uploading of wheel diameters onto vehicles
- Air con seal replacement
- Remove various components to gain access to electrical equipment
- Vlocity ditch light cover replacement can be replaced by a carbuilder and/or an electrician depending on labour available and work priorities.
- Assist Car builder with the fitting/removal of windows (excluding Vlocity windows), internal panels/luggage racks to gain access to door rams etc.

b) Mechanical

- Assist Car builder with the fitting/removal of windows (excluding Vlocity windows), internal panels/luggage racks to gain access to door rams etc.
- Inspect/record wheel condition either manually or electronically.
- Remove/refit electrical plug. (coolant pump, Sprinter brake controller, roof mounted radiator.
- Use electronic diagnostic tools to assist the work task to be used.(evac toilet/Cummins Insite diagnostic tool)

c) Carbody

- Remove components from vehicles that require additional work. (walk way plates, steps.

- Locomotive repair tasks to be completed at WMD roads 1-5 and only when a DM is not available due to excessive workloads: Blinds, seats, leaking windows, floor repairs, fire extinguishers replacement/testing.

d) Running Gear Repairers (RGR's)

- Carriage- Body to bogie hoses
- Carriage - Removal/replacement of vertical shock absorber during lifting for bogie works when bolster springs are being replaced
- Brake blocks on Locomotives
- Check/repairs vehicle in yard for missing brake blocks/underbody equipment.

e) Train Examiners

- Inspections/repairs vehicle in yard or depot for missing brake blocks/underbody equipment.

f) Diesel Maintainers

- Current practice is to work on all areas on the Locomotive within their competencies.

g) Non Artisans

- Assist cleaners with graffiti removal when the labour profile does not match peak requirements.
- Staff who are trained and competent to setup/operate jacks for lifting of Sprinters/Vlocity when required
- (Sth Dynon staff) brake block carriages (if trained and if required)

h) Cleaners

- Place and remove carpet protectors
- Chock wheels connect sure supply
- Operate portable dewatering equipment

3. Whole of job

All trades to remove hatches and covers as required to completing their work task, this could also include the removal of seats or other components to gain access to the task at hand (ex: seats around the Sprinter engine or in front of the inverter cabinet).

4. Communication

Staff to report verbally and or written as required to complete task. (examples: complete status tags or component changeover sheets, test measure and record as required)

5. Location

Staff to work as directed with no barriers between rostered locations (Ex: station/depot, fuel point/1-4rds with no restraints on work tasks due to rosters).

6. PLANT MAINTENANCE

Staff to work within their competencies as required to upkeep plant.

a) Electrical

- Office & depot lighting checks and repairs.
- General installations
- Troubleshooting and repair of plant
- Test and inspection of A/C equipment
- Replacing pit light glass.

b) Carbody

- Erecting notice boards and applying decals.
- Erecting signs.
- Repairing damaged doors and locks.
- Replacing broken glass windows.
- Repairing minor damaged internal plaster walls and painting.
- Any OH&S or maintenance painting.
- Replacing internal ceiling tiles.
- Replacing broken toilet seats.
- Painting hand rails.
- Minor sheet metal repairs

c) Mechanical

- Replace damaged oil guns.
- Replace defective air filters, cocks, auto drains etc.
- Repair / clean waste oil pumps and hoses.
- Repairs to pressure washer trolleys.
- Pump up trolley repairs / modifications.
- Minor welding repairs.
- Resetting and Inspections of DMU/ fuel points
- Minor fuel point repair. (filler head damaged etc)
- Pump repairs (drum pumps, pit pump etc)
- Hose replacement

d) All non trades

- To assist tradesmen in ALL maintenance activities.

Pressure washing fuel points & weekly Inspections:- Ballarat East, Geelong, South Dynon, & DMU at Southern Cross Station.

e) Diesel Maintainers

- Carry out plant maintenance as above items within their core trade

Appendix 4 - TERMS AND EMPLOYMENT CONDITIONS APPLYING AT BOMBARDIER EAST BALLARAT SITE AND TO EMPLOYEES BASED AT BOMBARDIER EAST BALLARAT SITE

1. INTRODUCTION

The terms of this Appendix apply to the Bombardier East Ballarat site and to employees based at this site. The terms of this Appendix should be read in conjunction with the terms contained elsewhere in this Enterprise Agreement document. To the extent of any inconsistency, the terms of this Appendix take precedence over the terms contained elsewhere in this Enterprise Agreement document.

2. EMPLOYMENT CONDITIONS

2.1 Hours of Work & Shift Roster Arrangements

2.1.1 The hours of work and shift arrangements for the employees covered by this Agreement will be as follows:

(i) Night Shift – Seven Day Roster

This hours of work/shift arrangement will be implemented on the basis of four consecutive shifts on and then four consecutive shifts off. Each shift of work will be of eleven hours duration commencing at 7.00pm and concluding at 6.00am.

(ii) Day Shift – Seven Day Roster

This hours of work/shift arrangement will be implemented on the basis of four consecutive shifts on and then four consecutive shifts off. Each shift of work will of eleven hours duration commencing at 6.00am and concluding at 5.00pm.

2.1.2 For the hours of work/shift pattern and rostered hours in sub-clauses 2.1.1 (i) and (ii) to be changed, the process as outlined in clause 18 in the body of the agreement shall apply.

2.1.3 From the start of this Agreement, individual employees will continue to work the shift arrangement and roster (either night shift or day shift as detailed in clause 2.1.1) that they worked immediately prior to the commencement of this Agreement. In the event that operation requirements or client needs change which results in the need for individual employees to be changed to a different shift arrangement and roster, the agreement of the company and the employee concerned will be required however the employee may not unreasonably refuse such a request.

2.2 Payment of Wages

- 2.2.1 The fortnightly payment of wages will be paid on the basis of the average hours of work employees are rostered to work and the average of the shift and weekend penalty loadings that are built into the employee's rostered shift/hours of work.
- 2.2.2 Overtime payments and other entitlements will be in addition to the wage payments in sub-clause 2.2.1 and will be paid in the applicable fortnightly pay.

2.3 Consultation & Industrial Dispute Resolution

- 2.3.1 In implementing the terms of this Enterprise Agreement, including matters in the main body of the Agreement and this Appendix, where consultation with employees and their representatives occurs and the matter is relevant to East Ballarat site employees, then such consultation will occur with East Ballarat employees or if necessary, localised workgroups within the Ballarat east site and their designated representatives for that site.
- 2.3.2 When matters are being dealt with under clause 42, Industrial Dispute Resolution, in the main body of this Enterprise Agreement that are relevant to East Ballarat site employees then those employees and their designated site representatives will be involved with dealing with the matters under the terms of this Industrial Dispute Resolution Procedure.

2.4 Supplementary Labour

- 2.4.1 At the time of finalising this new Enterprise Agreement, an arrangement is in place between the Company, RTBU, ETU and AMWU, in which Alstom Ballarat Workshop employees are engaged to work at the East Ballarat site (two year maximum arrangement for 22 Alstom employees). The following terms will apply in relation to this arrangement with Ballarat Workshops employees:
- 2.4.2 This arrangement will continue to operate in accordance with the Agreement reached in July 2020. This includes the terms of clause 40.8, Preventing the Undermining of Job Security and Terms and Conditions of Employees, in the main body of this Agreement applying to these Ballarat Workshop employees.
- 2.4.3 The company re-affirms the commitment given in July 2020 that this arrangement with Ballarat Workshop employees will not undermine the employment security and position of Bombardier employees covered by this Agreement.