

# **BOMBARDIER**

the evolution of mobility

**BOMBARDIER TRANSPORTATION (V/LINE CLASSIC)  
AUSTRALIA PTY LTD  
(ACN 088 510 614)**

**V/LINE MAINTENANCE- WEST MELBOURNE DEPOT**

**ENTERPRISE AGREEMENT | 2015-2019 |**

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## **PART I – GENERAL**

### **1. TITLE**

This agreement shall be known as the **Bombardier Transportation (V/Line Classic) Australia V/Line Maintenance West Melbourne Depot Enterprise Agreement 2015-2019** (“the Agreement”).

### **2. COVERAGE OF THIS AGREEMENT**

This Agreement shall cover:

- (i) the employees employed by the Company at the South Dynon Fuel Point and West Melbourne Depot 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 Company receives notice from FW Commission that the Agreement has passed the Better Off Overall Test. The nominal expiry date of the Agreement is 30 June 2019.

### **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 46.1 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 Awards.

- 5.2.1 As the context requires, the terms in the Relevant Awards 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:

<b>“BLD”</b>	Means bonus leave day.
<b>“RDO”</b>	Means rostered days off (previously known as EDOs).
<b>“the Act”</b>	means the <i>Fair Work Act 2009</i> , as amended from time to time.
<b>“the NES”</b>	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.
<b>“Facility”</b>	means the Company facilities at West Melbourne and South Dynon Fuel Point Victoria.
<b>“Occupational Health and Safety legislation”</b>	means the <i>Occupational Health and Safety Act 2004 (Vic)</i> 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.
<b>“Applicable Rail Safety Legislation”</b>	Means the <i>Rail Safety Act 2006 (Vic)</i> as amended from time to time, the <i>Rail Safety Regulations 2006 (VIC)</i> 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.
<b>“Relevant Awards”</b>	means the: Manufacturing and Associated Industries and Occupations Award 2010 as in operation at the date of the signing of this Agreement, excluding the individual flexibility and individual facilitative provisions in clauses 7, 8.2 and 8.3, and including any employee beneficial variations from time to time. ( <b>‘the Manufacturing Award’</b> );
<b>“Transferred Employees”</b>	Means employees employed by Public Transport Commission that transferred to the Company’s employment on or around 1 July 2000.

## 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**

In accordance with as amended from time to time, 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.

In accordance with the Company policy, as amended from time to time, 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.

## **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 28.4.4).

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.

## **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.

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.

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.

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 West Melbourne 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 WMD Consultative Committee.

- 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 mean of performance managing employees or part of any disciplinary process.

## **15.3 Business Improvement – Bonus Leave Days (make financial year)**

- 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**

- 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. Morning Tea Breaks**

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

### **18. RDOs**

Ordinary hours may be arranged to provide for the accumulation of an RDO.

RDOs (previously referred to as EDOs) may be accumulated to a maximum of five (5) days subject to consultation between the Company and the employee. RDOs will be rostered and taken as agreed between management and staff during the cycle so as to guarantee continuity of operation.

### **19. OVERTIME**

#### **19.1 Payment to Overtime**

Subject to subclause 19.2, employees will be paid overtime according to the Relevant Awards.

#### **19.2 Payment to Overtime – Transferred Employees**

19.2.1 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.

19.2.2 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.

- 19.2.3 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.

## **20. ORDINARY HOURS ON WEEKENDS**

20.1 For all ordinary hours performed on weekends, employees shall be paid:

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

20.1.2 For Sunday, double time.

## **PART V - PAYMENT OF WAGES, SUPERANNUATION & PENALTY RATES**

### **21. PAYMENT OF WAGES**

21.1 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.

21.2 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. 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. The Company will make superannuation contributions to the Australian Super Pty Ltd or CBus. 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.

### **23. DEDUCTIONS**

#### **23.1 Income Protection Insurance**

23.1.1 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.

23.1.2 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.

## **23.2 環新由聯 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.

## **24. TRAVEL PASSES**

22.1 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.

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

## **25. 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.

## **26. 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**

## **27. NATIONAL EMPLOYMENT STANDARDS**

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

Clauses 28 - 33 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 27 - 33 apply to the extent that they are not detrimental to an employee when compared with the National Employment Standards.

## **28. ANNUAL LEAVE**

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

### **28.1 Full and part time employees**

Full time employees are entitled to 20 days (152 hours) 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.

### **28.2 Additional entitlement for shift workers**

#### **28.2.1 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.

#### **28.2.2 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 the Act during that period has a pro-rata entitlement of 1 week (38 hours) of additional annual leave.

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

#### **28.2.3 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, 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 but not both

### **28.3 Annual Leave Conversion**

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

- (i) Clauses 29 – Personal Leave;
- (ii) Clause 30 – Compassionate Leave;
- (iii) Clause 33 – Long Service Leave;
- (iv) Clause 34 – Public Holidays;

(v) Clause 32 – Community Service Leave;

28.3.2 Where an employee seeks to convert their annual leave in accordance with clause 28.5.1, the employee must immediately return any annual leave travel pass covering the period of leave which is sought to be converted.

#### **28.4 Taking leave**

28.4.1 Annual leave may normally be taken at times as mutually agreed between the employee and the Company.

28.4.2 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.

28.4.3 The Company may require an employee to take ¼ 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.

28.4.4 The employees shall only be allowed to take a maximum of 10 single day annual leave absences in a 12 month period.

#### **28.5 Payment for period of annual leave**

28.5.1 An employee, before going on annual leave, must be paid 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.

28.5.2 Subject to clause 28.5.1, 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.

28.5.3 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.

### **29. PERSONAL CARER'S LEAVE**

#### **29.1 General**

29.1.1 The entitlement, accrual and taking of personal carer's leave shall be in accordance with this Agreement and the NES.

29.1.2 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.

29.1.3 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.

## **29.2 Entitlement and accrual**

**29.3** 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 employees commencement with the company, an employee shall be entitled to receive a further (10) ten days personal leave.

(i) When an employee is absent for a full shift, one (1) day of personal leave will be deducted from their accrued entitlement and payment will be made for the Employee's rostered ordinary hours for that day.

(ii) 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.

(iii) 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).

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.

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.

## **29.4 Payment for paid personal/carer's leave**

29.4.1 If an employee takes a period of paid personal/carer's 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.

29.4.2 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.

29.4.3 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.

29.4.4 However, in respect of personal/carer's leave on a weekend or public holiday, the payment is to be at the ordinary rate.

## **29.5 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.

### **30. 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.

#### **30.1 Payment for compassionate leave**

30.1.1 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.

30.1.2 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.

30.1.3 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.

30.1.4 For casual employees, compassionate leave is unpaid leave.

### **31. PARENTAL LEAVE**

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

#### **31.1 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.

### **31.2 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 three weeks concurrent leave (see subclause 31.7 for the entitlement to paid paternity 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 three weeks after the date of the birth or placement of an adopted child.

### **31.3 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.

### **31.4 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.

### **31.5 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.

### **31.6 Paid Maternity Leave**

31.6.1 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.

31.6.2 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.

31.6.3 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.

### **31.7 Paid Paternity Leave**

Full time employees who have completed 12 months continuous service shall be entitled to one week (38 hours) paid paternity 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 paternity 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 paternity (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.

## **32. COMMUNITY SERVICE LEAVE**

32.1 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.

- 32.2** Subject to sub-clause 32.4, 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.
- 32.3** An employee must notify the Company as soon as possible of the date upon which the employee is required to attend for jury service
- 32.4** To be entitled to paid jury service as provided for in subclause 32.2 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.

### **33. 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.

### **34. PUBLIC HOLIDAYS**

#### **34.1 Prescribed Public Holidays**

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

- (vi) New Year's Day (1 January);
- (vii) Australia Day (26 January);
- (viii) Labour Day or Eight Hours' Day;
- (ix) Good Friday;
- (x) Easter Saturday;
- (xi) Easter Monday;
- (xii) Anzac Day (25 April);
- (xiii) Queen's Birthday;
- (xiv) AFL eve Grand Final;
- (xv) Melbourne Cup Day or a local equivalent;
- (xvi) Christmas Day (25 December);
- (xvii) Boxing Day (26 December);
- (xviii) 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.

34.1.2 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.

- 34.1.3 An employee may be requested to work on a public holiday in accordance with the FW Act.
- 34.1.4 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.

**34.2 Payment for working on a Public Holiday**

34.2.1 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").

34.2.2 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. ACCIDENT MAKE UP PAY**

35.1 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.

35.2 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 Accident Compensation Act 1985.

35.3 Make up pay is only payable when compensation is paid for a work related injury

**PART VII - TERMINATION OF EMPLOYMENT & REDUDANCY**

**36. NOTICE OF TERMINATION**

**36.1 Notice by Employer**

36.1.1 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.

- 36.1.2 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.
- 36.1.3 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.
- 36.1.4 The period of notice in this clause does not apply:
- (i) in the case of dismissal for serious misconduct;
  - (ii) to apprentices (termination provisions for Apprentices are provided by the relevant State Training Authority);
  - (iii) 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;
  - (iv) to probationary employees. Notice for probationary employees is in accordance with clause 13.1; and
  - (v) to casual employees.
- 36.1.5 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.

## **36.2 Notice by Employee**

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

## **37. REDUNDANCY / SEVERANCE**

### **37.1 Consultation**

- 37.1.1 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.
- 37.1.2 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.
- 37.1.3 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.

### **37.2 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.

### **37.3 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.

## **38. EMPLOYEE REPRESENTATIVES**

**38.1** 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.

**38.2** 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.

**38.3** 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.

## **39. SUPPLEMENTARY LABOUR**

**39.1** 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.

**39.2** 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.

- 39.3** 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.
- 39.4** Whenever practical, employment will be by a term contract for an initial period no longer than six (6) months or as otherwise agreed in accordance with the relevant award or by the parties.
- 39.5** Fixed term labour shall be engaged at the classification level appropriate to the work to be undertaken and paid accordingly.
- 39.6** Where the employment of fixed term labour is not practical the engagement of supplementary labour or contractors will be utilised.
- 39.7** The engagement of supplementary labour is to be used to support the existing full time employees in overcoming excessive workloads or skill shortages and not to undermine permanency.

#### **40. INTRODUCTION OF CHANGE/CONSULTATION**

##### **40.1 Preamble**

Provided that such a consultation will operate in conjunction with any other term of the Agreement requirement consultation or agreement with employees in relation to changes to hours of work related matters.

- 40.1.1 For the purposes of this Agreement, consultation will be defined as follows:

*A procedure instituted to provide greater participation by employees and the Unions in the formulation and implementation of changes.*

- 40.1.2 Consultation is aimed at getting employees and the Unions to suggest or respond to proposals put forward by the Company. It provides an opportunity to share points of view or state objections.

- 40.1.3 The Company will consult with its employees and the Unions where the implementation of significant change is being considered. The consultative provisions are directed toward the development of an atmosphere of inclusion, involvement and mutual trust, between the Company and its employees.

- 40.1.4 Consultation will take place with affected employees and the Unions at the workplace level.

##### **40.2 Scope of Consultation**

- 40.2.1 The Company will consult with affected employees and the appropriate representatives or Unions, where the implementation of change will have a significant impact on the employees. Examples of changes that would fall within the scope of consultation are proposals that include major changes in the composition, operation or size of the Company's workforce or in the skills required, the elimination or diminution of job opportunities, promotion opportunities or job tenure, the alteration of hours of work, the need for retraining or transfer of employees to other work or locations and the restructuring of jobs. Provided that where the relevant awards make provision for an alteration of any of the matters referred to in this clause, those alterations shall be deemed not to have significant effects.

- 40.2.2 This consultation must involve the employees affected and their representatives or Union.

- 40.2.3 The Company will provide sufficient information about the proposed change(s), including the proposed date of implementation of the change, to permit affected employees and the appropriate Unions to consult about the nature, reasons and consequences of the proposed change.

- 40.2.4 The consultation, contemplated by this section, must be commenced by the Company in a manner which provides affected employees and the appropriate Unions with a reasonable timeframe to properly consider the proposed changes and consult with the Company.
- 40.2.5 The Company shall discuss with the employees affected and the appropriate representatives or Unions, the introduction of the changes referred above, the effects the changes are likely to have on employees, measures to avert or mitigate the adverse effect of such changes on employees and shall give prompt consideration to matters raised by the employees and the appropriate representatives or Unions in relation to the changes.
- 40.2.6 The discussions with employees affected (by such changes) and the appropriate representatives or Unions shall commence as early as practicable.
- 40.2.7 For the purposes of such discussion, the Company shall provide in writing to the employees concerned and the appropriate representative or Unions, all relevant information about the changes including the nature of the changes proposed; the expected effects of the changes on employees and any other matters likely to affect employees. Provided that the Company shall not be required to disclose confidential information, the disclosure of which would overtly affect the Company's interests.
- 40.2.8 The Company shall provide information in languages other than English for employees of non-English speaking background.
- 40.2.9 The change which is the subject of consultation may be implemented by the Company when the above steps are completed. Employees and the appropriate representatives or Unions may follow the dispute settlement procedure in the case of any grievance.

## **41. INDUSTRIAL DISPUTE RESOLUTION**

### **41.1 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, including the National Employment Standards, but with the exception of safety issues.

### **41.2 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 co-operatively.
- 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.

## **42. SAFETY ISSUES RESOLUTION**

### **42.1 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 41 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.

### **42.2 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).

## **43. 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

### 44. 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 46.1.

### 45. RELEVANT AWARD

The Relevant Award for employees covered by the classifications in clause 46.1 is the *Manufacturing and Associated Industries Award 2010*.

### 46. CLASSIFICATIONS

#### 46.1 Classifications

46.1.1 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

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

46.1.3 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.

46.1.4 The corresponding C-Levels in sub-clause 46.3.1 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.

- 46.1.5 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.
- 46.1.6 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.

#### **46.2 Reclassification/Competency Standards**

- 46.2.1 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.
- 46.2.2 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.
- 46.2.3 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.

#### **46.3 Classification Progression**

- 46.3.1 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.
- 46.3.2 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.
- 46.3.3 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.

46.3.4 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.

**47. REMUNERATION**

**47.1 Wage Rates**

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

Level	1/07/2015	1/07/2016	1/07/2017	1/07/2018
	<b>3.50%</b>	<b>3.50%</b>	<b>3.50%</b>	<b>3.50%</b>
<b>C13</b>	\$1,134.81	\$1,174.52	\$1,215.63	\$1,258.18
<b>C12</b>	\$1,209.52	\$1,251.85	\$1,295.67	\$1,341.02
<b>C11</b>	\$1,278.60	\$1,323.35	\$1,369.67	\$1,417.60
<b>C10</b>	\$1,383.87	\$1,432.30	\$1,482.43	\$1,534.32
<b>C9</b>	\$1,453.13	\$1,503.99	\$1,556.63	\$1,611.11
<b>C8</b>	\$1,522.21	\$1,575.48	\$1,630.62	\$1,687.70
<b>C7</b>	\$1,592.22	\$1,647.95	\$1,705.63	\$1,765.33
<b>C6</b>	\$1,729.83	\$1,790.37	\$1,853.03	\$1,917.89

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 3% sign on bonus, calculated on employees base salary, and;
- Employees will receive a payment about equal to the amount they would have received if the increase on 1 July 2015 (3.5) had taken effect. The amount will be calculated from the first full pay period on or after 1 July 2015 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 2016 (3.5) had also taken effect. The amount will be calculated from the first full pay period on or after 1 July 2016 and will exclude allowances; and
- The remaining wage increases shall be payable from the beginning of the first full pay period on or after the dates shown.

Weekly Wage rates include and compensate fully for:

- All allowances not prescribed in clause 47.2 (excluding the meal allowance);
- All skills and competencies within the employee's classification;

**47.2 Allowances**

47.2.1 The only allowances that will apply in addition to the wage rates in clause 47.1 in this Agreement are as follows:

Allowance	Allowance Type	1/07/2015	1/07/2016	1/07/2017	1/07/2018
47.2.2	Consolidated Vehicle & Disability Allowance (8 hrs shift roster)	\$4.39	\$4.46	\$4.56	\$4.68
47.2.2.1	Consolidated Vehicle & Disability Allowance (11 hr shift roster)	\$6.03	\$6.13	\$6.28	\$6.43
47.2.3	Sanding Allowance	\$4.06	\$4.12	\$4.22	\$4.33
47.2.4	Graffiti Allowance	\$0.60	\$0.61	\$0.62	\$0.64
47.2.6	"A" Grade Electrical Allowance	\$32.21	\$32.70	\$33.51	\$34.35
47.2.7	Toilet Allowance	\$4.06	\$4.12	\$4.22	\$4.33

**47.2.2 Consolidated Vehicle & Disability Allowance**

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

**47.2.3 Sanding**

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

**47.2.4 Graffiti Allowances**

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

**47.2.5 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.

**47.2.6 '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.

#### 47.2.7 Toilet Allowance

The toilet allowance for each toilet repaired will be paid to staff repairing toilet pumps, macerators, cleaning evacuation pipes, removing surrounds and replacing toilet flaps from the date of operation of this Agreement.

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

### **48. 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 1<sup>st</sup> March, 2006.

### **49. AWARD TERMS INCORPORATED INTO THIS AGREEMENT**

**49.1** 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.

**49.2** 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.

**49.3** 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.

**49.4** 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.

**49.5** 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.

### **50. PENALTY PAYMENTS**

#### **50.1 Definition**

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

50.1.1 Normal rate" is the base rate of pay.

50.1.2 Overtime" means all hours worked outside the standard hours of work as defined under Part 1 clause

50.1.3 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.

50.1.4 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.

**51. 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

## **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**

- 
- Lockable Toolbox
  - Tape 8m
  - Pliers 6-8" (insulated)
  - Pliers diagonal cut
  - 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
  - Electricians Knife (Locking blade)
  - Hammer 16oz ball pien
  - Hex key 8 set imperial to 3/8
  - Hex key 8 set metric to 10mm
  - Socket Set to 22mm
  - Spanner Set (combination ring & open end 22mm)
  - Cold Chisel

**MINIMUM FITTER & TURNER TOOL KIT****NOTE: ALL TOOLS MUST BE TRADE QUALITY**

- 
- Lockable Toolbox
  - 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
  - Socket Set metric 20 piece
  - 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**

---

- Lockable Toolbox
- Tape 8m
- Rule Steel 300mm/12" (metric/imperial)
- Rule Steel 150mm/6" (metric/imperial)
- Scribers 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
- Socket Set metric 20 piece
- 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