



# DECISION

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

**Metro Trains Melbourne Pty Ltd**  
(AG2024/350)

## **METRO TRAINS MELBOURNE PTY LTD RAIL OPERATIONS ENTERPRISE AGREEMENT 2023**

Rail industry

DEPUTY PRESIDENT BELL

MELBOURNE, 28 FEBRUARY 2024

*Application for approval of the Metro Trains Melbourne Pty Ltd Rail Operations Enterprise Agreement 2023.*

[1] An application has been made for approval of an enterprise agreement known as the *Metro Trains Melbourne Pty Ltd Rail Operations Enterprise Agreement 2023* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act) by the employer Metro Trains Melbourne Pty Ltd. The Agreement is a single enterprise agreement.

[2] The *notification time* for the Agreement under s.173(2) was 16 March 2023 and the Agreement was *made* on 5 February 2024. Accordingly, the *genuine agreement* requirements are assessed under the Act as those applying before 6 June 2023 and the *better off overall test* is that applying on and from 6 June 2023.<sup>1</sup>

[3] Having regard to the material contained in the application and filed in relation to it, I am satisfied that each of the requirements of ss.186, 187, 188, 193 and 193A as are relevant to this application for approval have been met. The Agreement does not cover all of the employees of the employer. However, taking into account the factors in sections 186(3) and (3A), I am satisfied that the group of employees was fairly chosen.

[4] The Association of Professional Engineers, Scientists and Managers, Australia (APESMA) and Australian Rail, Tram and Bus Industry Union (ARTBIU), being bargaining representatives for the Agreement, have given notice under s.183 of the Act that they want the Agreement to cover them. In accordance with s.201(2) I note that the Agreement covers the organisations.

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<sup>1</sup> The *Fair Work Legislation Amendment (Secure Jobs, Better Pay) Act 2022* (Cth) made a number of changes to enterprise agreement approval processes in Part 2-4 of the Fair Work Act. Those changes broadly commenced operation on 6 June 2023, subject to various transitional arrangements that included those to effect described above.

[5] The Agreement was approved on 28 February 2024 and, in accordance with s.54 of the Act, will operate from 6 March 2024. The nominal expiry date of the Agreement is 30 June 2027.



DEPUTY PRESIDENT

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# Enterprise Agreement

## 2023

RAIL OPERATIONS DIVISION METRO TRAINS MELBOURNE PTY LTD

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# 1. THE AGREEMENT

## 1.1 Title

This Agreement shall be known as the Metro Trains Melbourne Pty Ltd Rail Operations Enterprise Agreement 2023 (**the Agreement**).

## 1.2 Parties Bound

The Agreement covers the following parties (**the Parties**):

1.2.1 Metro Trains Melbourne Pty Ltd (the **Company**) ABN 43 136 429 948;

1.2.2 All employees of the Company who work in rail operations positions, being those positions directly involved in the running of the trains across the suburban network, incorporating all of the support functions directly involved in supporting this task, who are appointed to the classifications and rates of pay up to and including the maximum rates of pay, contained in Schedule B of the Agreement. These employees include:

- (a) those appointed to positions described in the Operations and Passenger Delivery Organisation Charts as at July 2023;
- (b) those appointed to any new positions directly involved in the running of the trains across the suburban network, incorporating all of the support functions directly involved in support this task, introduced over the life of the Agreement, including OCMS positions contained in Schedule B of the Agreement;
- (c) those appointed to any operations position at the time of making the Agreement based at Flinders Street Station and other locations (including but not limited to payroll, the return to work team and uniform team);
- (d) those who are employed in any position covered by the *Metro Trains Melbourne Pty Ltd Rail Operations Enterprise Agreement 2012-2015* and *Metro Trains Melbourne Pty Ltd Rail Operations Enterprise Agreement 2019* not contemplated by 1.2.2 (a) (b) or (c), subject to these employees only being covered by the Agreement, until such time as their employment with the Company ceases;

**(Employees)**; and

1.2.3 the Australian Rail, Tram and Bus Industry Union (**RTBU**), to the extent that the Fair Work Commission notes in its decision to approve the Agreement and that the Agreement covers it; and

1.2.4 the Association of Professional Engineers, Scientists and Managers Australia (**APESMA**), to the extent that the Fair Work Commission notes in its decision to approve the Agreement and that the Agreement covers it.

## 1.3 Operation and Nominal Expiry Date

The Agreement shall take effect seven (7) days after the Agreement is approved by the Fair Work Commission, i.e. the date of effect. The nominal expiry date of the Agreement is 30 June 2027. The Parties will review the Agreement six (6) months prior to its nominal expiry date.

## **1.4 Relationship To Awards and Agreements and NES**

- 1.4.1 The Agreement is a comprehensive agreement which operates to the exclusion of any Awards or agreements. For the avoidance of doubt, the Agreement operates to the exclusion of all prior agreements, formal and informal, save to the extent that the operation of a relevant past agreement provision is specifically preserved in the Agreement.
- 1.4.2 This Agreement will be read and interpreted in conjunction with the National Employment Standards (**NES**). Where there is an inconsistency between this agreement and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency. Nothing in the Agreement is intended to provide for an entitlement which is less than the NES.
- 1.4.3 Where a payment in relation to wages, allowances or entitlements is being made, and the Company, the Employees and/or the Unions agree that the relevant provision has been omitted from this Agreement through no fault of the Company or the Employees and/or the Unions, the payment will continue to operate as per the omitted provision. For the avoidance of doubt, in order for the wages, allowances and/or provisions payment to continue, there must be agreement reached between the Company and the Employees, and/or the Company and the Unions that the provision relating to the payment was omitted from the Agreement.

## **1.5 No Extra Claims**

The Agreement is in full and final settlement of all matters subject to claims by the Parties covered by the Agreement, and for the life of the Agreement no further claims will be made or supported by the Parties covered by the Agreement.

## **1.6 Aim of Agreement**

In making the Agreement, the Parties aim to:

- (a) Promote a positive, consultative and cooperative working relationship between the Company, the Employees and their representatives;
- (b) Work together to enhance and grow the business;
- (c) Embrace change as a means of securing permanent employment , income and profitability;
- (d) At all times remain focused on the needs of customers, which may involve special events, recognising customer satisfaction, safety for passengers and employees and increased patronage are integral to securing the future; and
- (e) Focus on the safety for passengers and employees.
- (f) Establish an environment where equity, trust, partnership and service are shared values.

## **1.7 Wage and Allowance Adjustments**

1.7.1 The rates of pay contained in the Agreement will be increased as follows:

- (a) Two point five percent (2.5%) commencing from the beginning of the first full pay period on or after 1 July 2023;
- (b) Two point five percent (2.5%) commencing from the beginning of the first full pay period on or after 1 January 2024;

- (c) Two percent (2.0%) commencing from the beginning of the first full pay period on or after 1 July 2024;
- (d) Two percent (2.0%) commencing from the beginning of the first full pay period on or after 1 January 2025;
- (e) One point seven five percent (1.75%) commencing from the beginning of the first full pay period on or after 1 July 2025;
- (f) One point seven five percent (1.75%) commencing from the beginning of the first full pay period on or after 1 January 2026;
- (g) One point seven five percent (1.75%) commencing from the beginning of the first full pay period on or after 1 July 2026; and
- (h) One point seven five percent (1.75%) commencing from the beginning of the first full pay period on or after 1 January 2027.

For the avoidance of doubt, the two point five percent (2.5%) wage increase at 1.7.1(a) will be back paid to the beginning of the first full pay period on or after 1 July 2023 and the 2.5% wage increase at 1.7.1(b) will be back paid to the beginning of the first full pay period on or after 1 January 2024.

1.7.2 Schedules B and C respectively set out the rates of pay, allowances and expenses for Employees employed under the Agreement, as adjusted by the wage adjustments provided in clause 1.7.1.

1.7.3 All allowances will be increased in line with the percentage wage increases contained in clause 1.7.1.

1.7.4 Generally, where a minimum and maximum rate is provided in Schedule B for a grade or class, advancement is applied no sooner than twelve (12) months from the date of appointment subject to good conduct, diligence and efficiency. However, application may be sooner for certain grades where specific agreement exists.

#### 1.7.5 **Metro Tunnel Day One Facilitation Increase**

- (a) A Metro Tunnel Day One Facilitation Increase (passenger services) of 1% will apply to all employees covered by this Agreement including on allowances set out in Schedule C (unless otherwise specified in that Schedule), effective from the date of the first passenger revenue service in the Metro Tunnel or 31 December 2025, whichever occurs first.
- (b) This payment will be processed by the Company in the second pay run after the date referred to in clause 1.7.5(a).

## 1.8 **Commitments By The Parties**

1.8.1 The Parties to the Agreement are committed to supporting Company and Government initiatives including:

- (a) "Rail Construction and Renewals Projects" being any rail construction and renewals projects, including the Level Crossing Removals project announced by the Victorian Government.
- (b) High Capacity Network which includes High Capacity Metro Trains (**HCMT**), High Capacity Signalling (**HCS**) and the Metro Tunnel.

- 1.8.2 Meeting the above initiatives may include supporting the implementation of new rosters or workplace arrangements, including workplace location (both temporary and permanent), to support any of the above subject to any requirements set out elsewhere in this Enterprise Agreement, including but not limited to Part 4 and Schedule 1 of this Enterprise Agreement.

## **1.9 Performance of driving and other train movements by Train Drivers**

- 1.9.1 The Company will only require, allow or permit the driving of trains or conducting of other train movements (in all environments, including on the mainline and in depot and maintenance environments) to be undertaken by employees who have completed, or are training to complete, the Metro Driver Training Scheme or recognised equivalent (SPOT qualification and current conversancy) and who are, or who were previously, employed in the Locomotive Driving Grades set out in the Agreement. For the avoidance of doubt, this does not apply to approved third party operators, which operate freight operations or country passenger services on the Melbourne Metropolitan Network.
- 1.9.2 Other than in relation to Train Drivers (being those who have completed, or are training to complete, the Metro Driver Training Scheme or its recognised equivalent (SPOT qualification and current conversancy) and who are employed in the Locomotive Driving Grades set out in the Agreement), the Company will not train any employees in relation to the driving of trains, or conducting other train movements on the Melbourne Metropolitan Network. Without limitation, the "Rolling Stock Train Movement Training Scheme" will immediately cease.
- 1.9.3 Notwithstanding clauses (1.9.1) and (1.9.2) above, the parties acknowledge that, at October 2015, there were twelve (12) employees located at the Bayswater Maintenance Facility who are trained and conduct certain train movements in non-mainline environments and who are not employed in the Locomotive Driving Grades set out in the Agreement (the Maintenance Employees). The Maintenance Employees may continue to perform train movement duties, provided:
- (a) Such train movements are undertaken at the Bayswater Facility only;
  - (b) Such train movements are not undertaken on the mainline; and
  - (c) Should any of the Maintenance Employees cease employment or cease undertaking train movement duties for whatever reason, the Company will not replace that Maintenance Employee for the purpose of moving trains, with an employee other than a remaining trained Bayswater Maintenance employee or a Train Driver (being an employee who has completed the Metro Driver Training Scheme or its recognised equivalent (SPOT qualification and current conversancy) and who is employed in the Locomotive Driving Grades set out in the Agreement).
- 1.9.4 At each train maintenance facility (excluding Bayswater), the Company will permanently roster at least one (1) full-time Train Driver, who will:
- (a) Sign on and off at that maintenance facility as required; and
  - (b) Report to the relevant Maintenance Manager/Supervisor of that maintenance facility; and
  - (c) Perform duties, including all the preparation of trains and conducting of all train movements as required during the operational hours of the depot and train maintenance facility.

- (d) If the Maintenance Manager/Supervisor releases the Driver on account of no work to be performed, the Driver is to report to the Driver Allocation Officer and will work as directed for the remainder of the shift.

1.9.5 For the avoidance of doubt, the driving arrangements with respect to Infrastructure Trains (e.g. IEV-100 Track Testing Machine, IEV-102 Overhead Testing Machine) and Plant Trains or their replacements remain unchanged. That is, the qualified Infrastructure Train Drivers may continue to undertake movements of the Infrastructure and Plant Trains.

## **1.10 Consultation**

1.10.1 This clause applies if the Company:

- (a) has a proposal to introduce a major change to production, program, organisation, structure, or technology in relation to its enterprise that is likely to have a significant effect on Employees; or
- (b) proposes to introduce a change to the regular roster or ordinary hours of work of employees.

1.10.2 Prior to the implementation of the proposed major change, the Company must notify the Relevant Employees and/or their representative of the intended major change. The Company must provide at least twenty-eight (28) days' notice of this change. Subclauses 1.10.3 to 1.10.9 apply.

1.10.3 The Relevant Employees may be represented, including by their union, for the purposes of Consultation. The Company must recognise the representative.

1.10.4 As soon as practicable, following notification at 1.10.2 the Company must:

- (a) Discuss with the Relevant Employees and/or their nominated representative:
  - i. the proposed introduction of change; and
  - ii. the effect the proposed change is likely to have on the Relevant Employees; and
  - iii. measures the Company is taking to avert or mitigate the adverse effect of the proposed changes on the Relevant Employees; and
- (b) For the purposes of the discussion – provide, in writing, to the Relevant Employees:
  - i. all relevant information about the proposed change including the nature of the change proposed; and
  - ii. information about the expected effects of the proposed change on the Relevant Employees; and
  - iii. any other matters likely to affect the Relevant Employees.
- (c) Where appropriate, establish a working party with nominated representatives, which may include union representatives.

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

1.10.6 Consultation shall be conducted in within a reasonable time for the Relevant

Employees and their representatives to respond to the proposed change.

- 1.10.7 The Company must give prompt and genuine consideration to matters raised about the major change by the relevant Employees.
- 1.10.8 If a term in this Agreement provides for major change to the production, program, organisation, structure or technology in relation to the enterprise of the Company, the requirements set out in subclauses 1.10.2; 1.10.3; and 1.10.4 are taken not to apply.
- 1.10.9 In this term, a major change is **likely to have a significant effect on Employees** if it results in:
- (a) the termination of the employment of Employees; or
  - (b) major change to the composition, operation or size of the Company's workforce, classification structure, or to the skills required of Employees; or
  - (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
  - (d) the alteration of hours of work; or
  - (e) the need to retrain Employees; or
  - (f) the need to relocate Employees to another workplace; or
  - (g) the restructuring of roles which requires significant changes to position descriptions.

#### **Change to regular roster or ordinary hours of work**

- 1.10.10 For a change referred to in paragraph (1.10)(b):
- (a) the employer must notify the relevant employees of the proposed change; and
  - (b) sub-clauses 1.10.11 to 1.10.15 apply.
  - (c) this clause will operate in conjunction with other rostering provisions within this Agreement.
- 1.10.11 The relevant Employees may be represented, including by their union, for the purpose of consultation. The Company must recognise the representative.
- 1.10.12 As soon as practicable after proposing to introduce the change, the Company must:
- (a) discuss with the relevant employees the introduction of the change; and
  - (b) for the purposes of the discussion—provide to the Relevant Employees:
    - i. all relevant information about the change, including the nature of the change; and
    - ii. information about what the employer reasonably believes will be the effects of the change on the Employees; and
    - iii. information about any other matters that the employer reasonably believes are likely to affect the Employees; and
  - (c) invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
- 1.10.13 However, the Company is not required to disclose confidential or commercially sensitive information to the Relevant Employees.

1.10.14 The Company must give prompt and genuine consideration to matters raised about the change by the Relevant Employees.

1.10.15 In this term, **Relevant Employees** means those Employees who are affected by the major change.

## 1.11 Dispute Resolution

1.11.1 If a dispute relates to:

- (a) a matter arising under the Agreement ; or
- (b) the National Employment Standards; or
- (c) a matter pertaining to the employment relationship;

this clause sets out procedures to settle the dispute. For the avoidance of doubt, and notwithstanding cl.1.11.5(b), matters relating to occupational health and safety cannot be dealt with by arbitration and will not be subject to the status quo provision at cl.1.11.7.

1.11.2 An Employee who is a party to the dispute may be represented at all stages for the purposes of the procedures in this clause, by their representative, which may include the union.

1.11.3 In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the Employee or Employees and relevant supervisors and/or management, in good faith.

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

1.11.5 The Fair Work Commission may deal with the dispute in two (2) stages:

- (a) The Fair Work Commission will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
- (b) For matters arising under 1.11.1 (a) and (b), if the Fair Work Commission is unable to resolve the dispute at the first stage, the Fair Work Commission may then:
  - i. arbitrate the dispute; and
  - ii. make a determination that is binding on the parties.

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

A decision that the Fair Work Commission makes when arbitrating a dispute is a decision for the purpose of Div 3 of Part 5.1 of the *Fair Work Act 2009* (Cth). Therefore, an appeal may be made against the decision.

1.11.6 The parties to the dispute and their representatives must genuinely attempt to resolve the dispute through the processes set out in this clause and must cooperate to ensure these processes are carried out expeditiously.

1.11.7 In the event of a clause 1.11.1 (a) or (b) dispute, while the parties are trying to resolve the dispute using the procedure in this clause, work must continue in accordance with the usual practice existing prior to the matter that is the subject of the dispute (status

quo), pending the resolution of the dispute unless:

- (a) there is a reasonable concern about an imminent risk to health and safety associated with the status quo (in which case status quo will not apply); or
- (b) the status quo has a direct impact on service delivery or Government related initiatives (in which case the status quo will only apply up to the conclusion of the steps in clause 1.11.5 (a)).

For the avoidance of doubt, the state of affairs as it existed prior to the matter that is the subject of the dispute will remain in place. For example, if the dispute is about a change to work, the *status quo* represents the position before the change.

1.11.8 In the event of a clause 1.11.1 (c) dispute, the status quo will not apply, pending the resolution of the dispute.

1.11.9 The parties to the dispute agree to be bound by a decision made by the Fair Work Commission in accordance with this clause. For the avoidance of doubt, this excludes matters arising under 1.11.1 (c).

1.11.10 For ease of reference, various rights under this clause 1.11 are summarised as follows:

Dispute	Status Quo	FWC Mediation, Conciliation, Opinion, Recommendation, etc	FWC Arbitration	Parties Bound by FWC Decision
1.11.1 (a) Agreement	Yes – subject to 1.11.7 (a) or 1.11.7 (b).	Yes	Yes	Yes
1.11.1 (b) National Employment Standards	Yes – subject to 1.11.7 (a) or 1.11.7 (b).	Yes	Yes	Yes
1.11.1 (c) Employment Relationship	No	Yes	No	No

## 1.12 Union Delegates

### 1.12.1 Union Delegates

- (a) The Company will recognise Union Delegates. A Union Delegate, Women's Advocates and Officers (**Delegates**) is an Employee of the Company who is elected under the rules or processes of the union and where the Company has been notified by the union in writing of such appointment.
- (b) The Company acknowledges that Delegates represent members (who are Employees) in the workplace and that their representation rights in relation

to matters that pertain to the employment relationship are integral to the proper operation of the Dispute Resolution procedure contained within the Agreement.

- (c) The Company will allow Delegates reasonable time during working hours, subject to clause 1.13, to perform the duties listed below:
  - i. represent the interests of members to the Company;
  - ii. participate in consultations;
  - iii. consult with union members and other Employees for whom the Delegate is a representative; and
  - iv. place union information on a noticeboard in a readily accessible and visible location.
- (d) For the purpose of the items listed in 1.12.1 (c) Delegates will be provided with reasonable access to relevant, but not confidential information.
- (e) The Company will endeavour, e.g. where facilities permit, to allow reasonable access to telephone, computers and accessories, meeting rooms, facsimile, postal, photocopying, e-mail and intranet/internet facilities for the purpose of carrying out work as a Delegate and consulting with workplace colleagues in accordance with this provision.
- (f) The Company shall allocate an area of at least A4 size on noticeboards for the display of authorised material in each workplace in a readily accessible and visible location.
- (g) Delegates remain subject to the lawful and reasonable directions of the Company.

## **1.13 Union Leave**

### **1.13.1 Entitlement**

- (a) The Company will grant requests for paid leave to Delegates, which shall be known as “**Union Leave**”, for purposes including, but not limited to:
  - i. attending training and workshops of the Union;
  - ii. representing members in disputes; and
  - iii. participating in collective bargaining.

### **1.13.2 Application**

- (a) A request for Union Leave pursuant to this clause will be made by the union to the relevant supervisor/manager for the Company, not less than two (2) weeks before the commencement of the leave period.
- (b) Union Leave totalling no more than five (5) days in any calendar year may be granted, provided that the Delegate can be released from their work.
- (c) The Company may make reasonable requests for documentation from the union confirming an Employee’s attendance.
- (d) The Company will not be liable for any additional costs (other than payment of wages) to the Delegate while the Delegate is on leave, except for the payment of extra remuneration where relieving arrangements are instituted to cover the absence of the Union Delegate.

- (e) An aggregate amount of union leave (as described in 1.13.1 (a) (i)) shall be provided to cover all delegates per year. In Stations, Authorised Officers and Signals an aggregated amount of 60 days and Drivers an aggregate amount of up to 30 days. From the commencement of this Agreement, new delegates will be excluded from the aggregate, for the purpose of undertaking the initial three day training.

## **1.14 Individual Flexibility Arrangements**

1.14.1 The Company and any Employee covered by this Enterprise Agreement may agree to make an Individual Flexibility Arrangement (**IFA**) to vary the effect of terms of the Agreement if:

- (a) the IFA deals with one (1) or more of the following matters:
  - i. arrangements about when work is performed;
  - ii. overtime rates;
  - iii. penalty rates;
  - iv. allowances;
  - v. leave loading; and
- (b) the arrangement meets the genuine needs of the Company and the Employee in relation to one (1) or more of the matters mentioned in paragraph 1.14.1 (a); and
- (c) the arrangement is genuinely agreed to by the Company and Employee.

1.14.2 The Company must ensure that the terms of the IFA:

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

1.14.3 The Company must ensure that the IFA:

- (a) is in writing; and
- (b) includes the name of the Company and the Employee; and
- (c) is signed by the Company and the Employee, and if the Employee is under eighteen (18) years of age, signed by a parent or guardian of the Employee; and
- (d) includes details of:
  - i. the terms of the Enterprise Agreement that will be varied by the arrangement; and
  - ii. how the IFA will vary the effect of the terms; and
  - iii. how the Employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the IFA; and
- (e) states the day on which the IFA commences.

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

1.14.5 The Company or the Employee may terminate the IFA:

- (a) by giving no less than twenty eight (28) days written notice to the other party to the IFA; or
- (b) if the Company and the Employee agree in writing – at any time.

## **1.15 Right to request flexible work**

1.15.1 An Employee may request a change in working arrangements relating to circumstances where the employee:

- (a) Is pregnant; or
- (b) Is the parent of or has responsibility for, the care of a child who is of school age or younger; or
- (c) Is a carer within the meaning of the Carer Recognition Act 2010 (Cth); or
- (d) Has a disability; or
- (e) Is 55 years of age or older; or
- (f) Is personally experiencing family or domestic violence; or
- (g) Is providing personal care, support and assistance to a member of their immediate family or member of their household because they are experiencing family or domestic violence; or
- (h) Is returning to work after taking leave in relation to the birth or adoption of a child, and the request relates to part-time working arrangements to assist for the care of the child.

1.15.2 For the avoidance of doubt, a reference to an “immediate family member” in this clause is a reference to:

- (a) an Employee’s spouse, de facto partner, child, parent, grandparent, grandchild or sibling; or
- (b) a child, parent, grandparent, grandchild or sibling of an Employee’s spouse or de facto partner.

1.15.3 The employee is not entitled to make such a request, unless the employee has completed at least 12 months of continuous service with the Company immediately before making the request.

1.15.4 Such request must be made by the employee in writing, setting out the details of the change sought and the reasons for the change.

1.15.5 Such request must be assessed by the Company on reasonable business grounds, in accordance with the provisions of s.65 of the *Fair Work Act 2009* (Cth). A written response to the request will be provided by the Company within 21 days, in accordance with the provisions of s.65A of the *Fair Work Act 2009* (Cth).

1.15.6 A request must not be refused unless the Company has:

- (a) discussed the request with the employee;
- (b) genuinely tried to reach an agreement with the employee about making changes to accommodate the prescribed circumstances in clause 1.15.1;
- (c) had regard to the consequences of the refusal for the employee;
- (d) and the refusal is on reasonable business grounds.

1.15.7 If refused, the Company must provide a written response that includes:

- (a) Details of the reasons for the refusal and the particular business grounds for refusing the request and an explanation of how those grounds apply to the request;
- (b) Set out other changes the Company is willing to make that would accommodate the employee's circumstances or that state that there aren't any changes; and
- (c) information about referring a dispute to the Fair Work Commission (the Commission).

## 2. GENERAL EMPLOYMENT CONDITIONS

### 2.1 Employment Categories

2.1.1 Employees may be employed in any of the following manners:

- (a) Permanent (Full time or Part time)
- (b) Fixed Term (Full time or Part time)

2.1.2 Full-Time Employees

- (a) A full time employee is defined as someone who is engaged as such and required to work an average of 38 ordinary hours a week.

2.1.3 Part-Time Employees

- (a) A part time employee is defined as someone who is engaged as such and works less than 38 hours per week.
- (b) A part time employee shall accrue leave on a pro rata basis (to that of a full time employee). Where the hours vary from week to week, leave will accrue on all ordinary hours worked.

2.1.4 Fixed term employee

- (a) A fixed term employee may be employed on either a full time or a part time basis.
- (b) A fixed term employee will be engaged for a specific period. During that fixed term the employee will be considered to be a permanent employee consistent with the terms of this agreement, excluding Termination, notice period, redundancy.
- (c) The fixed term employment will have a commencement and end date.

### 2.2 Continuity Of Service

2.2.1 Where the Company or its successor (**the Transmitter**) transmits or assigns all or part of its business to another employer (**the Transmittee**) then Redundancy will not be payable to any Employee who accepts an offer of employment with the Transmittee, or a transfer between corporate structures or divisions, irrespective of whether the offer contains substantially similar and no less favourable conditions, considered on an overall basis; provided that the period of continuous service which the Employee has with the Company, or any prior Transmitter, is recognised as continuous service by the Transmittee.

2.2.2 Where an Employee rejects an offer of employment or transfer, then such rejection will not be characterised as a Redundancy or give rise to an entitlement to severance payment if the offer contains substantially similar and no less favourable conditions, considered on an overall basis, and the period of continuous service which the Employee has with the Company, or any prior Transmitter, is recognised as continuous service by the Transmittee.

2.2.3 A transfer of employment under the circumstances set out in this clause will not give rise to an entitlement to payment of any accrued entitlements, including but not limited to Long Service Leave, Annual Leave or Personal Leave. All such accrued

entitlements will transfer to the Transmitttee.

## 2.3 Alcohol And Drug Screening

- 2.3.1 Alcohol and drug screening will be conducted for Employees, wherever practical within a rostered turn of duty.
- 2.3.2 Employees will be afforded, within their turn of duty, sufficient time to be tested under the alcohol and drug screening process not impinging upon their meal break or other rostered entitlements.
- 2.3.3 Employees will remain available to undertake normal duties for the remainder of their rostered hours on that day.
- 2.3.4 Where it is not possible to arrange alcohol and drug screening during an Employee's normal rostered hours (for an Employee who is at work), the Employee will be advised of the appointment date and time, and will be released from part of their duty for that day. In return, Employees are expected to show flexibility with regard to attendance for such purposes.
- 2.3.5 The procedure for alcohol and drug screening will be by non-invasive tests being conducted on site, except where an Employee returns a non-negative result. Any changes to the procedure will be subject to consultation.

## 2.4 Termination Of Employment

- 2.4.1 Termination of Employment by the Company or the Employee shall be in accordance with the requirements of the *Fair Work Act 2009* (Cth) and by giving the relevant period of notice as set out in the following table:

<b>Employee's period of continuous service with the Company at the end of the day the notice is given</b>	<b>Period</b>
Not more than 1 year	1 week
More than 1 year but not more than 3 years	2 weeks
More than 3 years but not more than 5 years	3 weeks
More than 5 years	4 weeks

- 2.4.2 An Employee over the age of forty-five (45) and who has completed at least two (2) years of service with the Company is entitled to one (1) extra weeks' notice in addition to the period set out in the above table.
- 2.4.3 Alternatively, the Company may:
  - (a) pay the Employee in lieu of their notice period; or
  - (b) require the Employee to work for part of the Employee's notice period and pay the Employee in lieu of the balance of the period.
- 2.4.4 An Employee may be terminated without notice for serious misconduct.
- 2.4.5 Where the Company has given notice of termination to an Employee, an Employee will be allowed up to one (1) days' time off without loss of pay for the purpose of seeking other employment, at a mutually agreed time.

- 2.4.6 Employees are required to return all Company issued uniform, Personal Protective Equipment (PPE) and equipment upon termination of their employment.

## **2.5 Redundancy**

- 2.5.1 A Redundancy may occur where the Company determines that a job is no longer required. Where practicable, the process for Redundancies will provide for voluntary Redundancies of employees holding the same position and classification in the first instance.
- 2.5.2 Where a Redundancy is proposed, the Company will undertake prior consultation with the affected Employee and their union, or other representative, regarding the reasons for the Redundancy; options or alternatives that may be available for the affected Employee and; other relevant information, including time of implementation.
- 2.5.3 Where the Company believes that an employee's position is surplus to operational requirements, it will engage in the consultation process described at clause 1.10 of this agreement. If after that consultation process has been completed, the Company decides that an Employee's position is redundant it will follow the process below:
- (a) The Company will ask the Employee if they volunteer to be made redundant. If the Employee agrees, the Company will comply with its obligations to provide the required notice period under clause 2.4 (Termination of Employment) and redundancy pay under this clause 2.5 to terminate the Employee's employment for the reason of redundancy.
  - (b) If the Employee does not volunteer to be made redundant, the Company will provide the Employee with five weeks' notice that their employment will be terminated for the reason of redundancy (the notice period). During the Employee's notice period, the Company will:
    - i. Provide the Employee with a full list of job vacancies within the Company, which are positions the Employee has expressed an interest in and which align with the Employee's training, knowledge and expertise (suitable vacant positions);
    - ii. Ensure that where the Employee identifies a suitable vacant position at the Company, that they will automatically be provided with an interview for that position;
    - iii. If the Employee interviews strongly for the suitable vacant position, but would require short term (three months or less) training to be competent for it, the Company will provide an assurance that they will offer that training to the Employee if they are successful in securing the position. This assurance must be considered by the Company in deciding if the Employee is successful in their application for the position.
  - (c) If at the end of the Employee's notice period they have not secured a new position of employment with the Company, their employment will be terminated for the reason of redundancy.
  - (d) For the avoidance of doubt, clauses 2.5.3(b) and (c) do not apply to employees covered by Part 3 of this Agreement because clause 3.29 (Job Security) will apply instead.

2.5.4 Where a Redundancy occurs the following separation package will apply, dependent upon the individual circumstances as set out below:

(a) Service Prior to 29 August 1999

- i. The following separation payment is available only to Employees who were employed by the Public Transport Corporation up until 28th August 1999 and who have maintained continuous service with a successor entity (CGEA Pty Ltd/Connex Melbourne Pty Ltd or National Express Group Australia Pty Ltd) under Transfer of Business and who subsequently commenced employment with the Company on 30 November 2009. These arrangements apply only to recognised service up to and including 28 August 1999.
- ii. The entitlement under this clause is: two (2) weeks per completed years of continuous service for up to a maximum of twenty (20) weeks' pay.

(b) Service on or after 29 August 1999

- i. All Employees, including those employed by CGEA Transport Pty Ltd/Connex Melbourne Pty Ltd, or National Express Group Australia Pty Ltd, or their successors, at any time on or after 29 August 1999, the following separation payments will apply:
  - Payment in lieu of notice of termination in accordance with clause 2.4, subject to a minimum of four (4) weeks; and
  - Three (3) weeks' pay per completed year of service up to a maximum of twenty one (21) weeks' pay, calculated on service from 29 August 1999 onwards.
- ii. In the case of eligible Employees, these payments will be in addition to any entitlement under subclause 2.5.4(a)ii.

2.5.5 Application

- (a) The combined total maximum payment under the provisions of subclause 2.5 is forty-five (45) weeks, including payment in lieu of notice.
- (b) Any separation payments, whether calculated on service prior to or from 29 August 1999, will be calculated on a pro-rata basis for a part-time Employee.
- (c) These redundancy provisions apply only to Employees permanently employed by the Company and are not applicable to casuals, probationary, contract or fixed term Employees.
- (d) Redundant Employees will be eligible for payment of pro-rata Long Service Leave after completion of four (4) years' service.

2.5.6 Job Search Entitlement

- (a) An Employee given notice of termination in circumstances of Redundancy will be allowed, at a mutually agreed time, up to one (1) days' time off without loss of pay during each week of notice for the purpose of seeking other employment.
- (b) If the Employee has been allowed paid leave for more than one (1) day during the notice period for the purpose of seeking other employment, the Employee must, at the request of the Company, produce proof of attendance at an interview or he or she will not receive payment for the time absent. For this purpose a statutory declaration will be sufficient.

## 2.6 Annual Leave

- 2.6.1 Full-time Employees are entitled to one hundred and fifty-two (152) hours (which is equivalent to four (4) weeks Annual Leave based on a standard roster of eight (8) hour shifts averaging thirty-eight (38) hours a week), exclusive of any Public Holidays that occur during a period of Annual Leave, after each fifty-two (52) weeks of continuous service.
- 2.6.2 Employees working to a seven (7) day shift work roster, which includes work on Sundays and/or Public Holidays, are entitled to one hundred and ninety-two (192) hours (which is equivalent to five (5) weeks based on a roster of eight (8) hour shifts averaging of 38 hours a week) Annual Leave after every fifty-two (52) weeks of continuous service.
- 2.6.3 Annual Leave must be taken in accordance with the Employee's rostered/ordinary hours.
- 2.6.4 Annual Leave does not count as a shift for Excess Shift purposes.
- 2.6.5 The following periods do not count as service for Annual Leave accrual purposes:
- (a) Any period of unauthorised absence; and
  - (b) Any period of unpaid leave or unpaid authorised absence other than:
    - i. a period of absence on Community Service Leave taken under the provisions of the *Fair Work Act 2009* (Cth);
    - ii. a period of stand down under the provisions of clause 3.27 and 4.15 (Stand Down); or
    - iii. as provided for in the Fair Work Regulations 2009; or
    - iv. as provided for in clause 2.9 (Personal Leave).
- 2.6.6 Continuous service is not broken by any of the following:
- (a) Absence on accident pay or workers compensation subject to a maximum continuous period of fifty-two (52) weeks;
  - (b) Absence on paid leave;
  - (c) Authorised leave without pay up to twelve (12) continuous weeks provided that for any authorised leave without pay exceeding twelve (12) continuous weeks, the Annual Leave entitlement will be reduced as follows:
    - i. more than twelve (12) weeks but less than twenty-four (24) weeks - one quarter (1/4);
    - ii. twenty-four (24) weeks but less than thirty-six (36) weeks - one half (1/2);
    - iii. thirty-six (36) weeks but less than forty-eight (48) weeks - three quarters (3/4); and
    - iv. forty-eight (48) weeks or more - all leave due.
- 2.6.7 In addition to payment for Annual Leave, Employees are to be paid an Annual Leave loading of seventeen point five percent (17.5%) paid proportionately to the amount of Annual Leave taken, and paid at the same rates as the leave to which it applies, except that Employees who regularly work a seven (7) day shift roster and are rostered to work

Sundays and/or Public Holidays are to be paid an annual leave loading of twenty percent (20%).

2.6.8 An Employee who requests to work a pattern of night shifts by way of mutual exchange or as a matter of personal preference does not comply with the definition of a shift worker and will only be entitled to one hundred and fifty-two (152) hours of Annual Leave and Annual Leave loading of seventeen point five (17.5%) percent each year.

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

2.6.10 An Employee may seek approval to take Annual Leave in single day periods.

2.6.11 Any Employee who is sick whilst on Annual Leave may apply to substitute Personal Leave for Annual Leave; provided they supply a medical certificate from an Australia Health Practitioner Regulation Agency (**AHPRA**) registered medical practitioner verifying that they are incapacitated through illness to such an extent as would render them incapable of performing work. The Employee must advise their line manager while they are on Annual Leave that they have fallen sick while on leave and are in receipt of a medical certificate confirming same.

2.6.12 Reduction of Annual Leave

- (a) Employees may apply to cash out Annual Leave entitlements provided such payments:
  - i. are restricted to minimum periods of not less than two (2) weeks;
  - ii. are in blocks of completed weeks; and
  - iii. do not reduce overall Annual Leave entitlements below four (4) weeks (five (5) weeks for shift workers) after payment is made.
- (b) Any agreement for the cashing out of Annual Leave under this clause must be set out in writing and signed by both the Company and the Employee. Applications for payment are granted at the Company's discretion.
- (c) Employees must not be paid less than the rate of pay applicable to the Employee under this Agreement, than what would have been payable had the Employee taken this leave.
- (d) These arrangements must cease when Annual Leave credits for an individual have been reduced to four (4) weeks (five (5) weeks for shift workers) regardless of when this level of Annual Leave is reached.

2.6.13 Requirement to take Annual Leave

- (a) Employees are required to take each year's Annual Leave within fourteen months of the anniversary date of the operative agreement, unless otherwise agreed. For example, if the operative date of the agreement were to be 1 February 2024, then any Annual Leave the Employee has accrued during the period 1 February 2024 to 31 January 2025, would need to be taken within the fourteen (14) month period commencing from 1 February 2025.
- (b) Subject to clause 2.6.13(a), the Company may direct an Employee to take Annual Leave with thirty (30) days' notice where an Employee has accrued an Annual Leave balance in excess of eight (8) weeks (ten (10) weeks in the case of a Shift Worker). For the avoidance of doubt, for the purposes of this

subclause the Annual Leave balance excludes any Annual Leave accrued before the commencement of the Agreement.

- (c) Annual leave balances as at the operational date of this agreement will be preserved for the purposes of this clause.

## 2.7 Long Service Leave

### 2.7.1 Entitlement

- (a) A full-time Employee is entitled to thirteen (13) weeks' Long Service Leave with pay after the completion of ten (10) years' continuous service.
- (b) Additional entitlements accrue at the rate of six and a half (6.5) weeks' leave with pay in respect of each additional period of five (5) years' completed continuous service.
- (c) The hours of Long Service Leave for a part-time (including Job-Share) Employee are calculated in proportion to the average hours of work each year.
- (d) Upon the death of an Employee, or where an Employee retires on account of ill health, or is terminated on the grounds of redundancy, entitlement to Long Service Leave is subject to a minimum of four (4) years' completed continuous service and is computed on the basis of one point three (1.3) weeks' leave for each completed year of service. For Employees experiencing extenuating circumstances, leave will be provided subject to the discretion of the Company.
- (e) On cessation of Employment, an Employee who has completed a minimum of seven (7) years' continuous service has an entitlement to Long Service Leave which is computed on the basis of one point three (1.3) weeks' leave for each completed year of service.

### 2.7.2 Application

- (a) On request from an Employee, the whole, or any part of due Long Service Leave, may be taken at half pay for a period equal to twice the whole or part of the period to which the Employee is entitled. For the purposes of this subclause, half pay means pay computed at half the rate that would have been received had the Long Service Leave been granted at full pay.
- (b) In calculating the period of service for Long Service Leave purposes, any continuous period of leave of absence without pay for one (1) month or more is to be excluded.
- (c) An employee is entitled to take Long Service Leave at a particular time nominated by the employee, by giving notice, subject to an agreed quota to be managed locally. The length of written notice may be reduced by agreement between employee and the Company. The following criteria for notice will apply:
  - i. **Stations and Authorised Officers** – where an employee applies for Long Service Leave up to six months in advance the leave will be granted, provided qualified relief is available. Where the application is made more than six months in advance, the leave will be approved.

ii. **Drivers–**

- (a) the Company will provide a Long Service Leave availability roster 24 months in advance to allow employees to plan their leave. LSL availability as posted, shall be reduced when the available leave has been granted. The roster will be updated monthly at a minimum.

**Driver LSL applications received more than 24 months in advance**

- (b) Where an application is received more than 24 months in advance and is for a period of leave of 8 weeks or more (with at least 50% of that period of leave comprising of LSL), the Company will approve up to 20 LSL lines per week. For avoidance of doubt, more leave may be approved subject to business requirements.
- (c) Where an application is received more than 24 months in advance and is for a period of leave less than 8 weeks (with at least 50% of that period of leave comprising of LSL), the Company will approve up to 20 LSL lines per week. For the avoidance of doubt, more leave may be approved subject to business requirements.

iii. **Signallers–**

- (a) For 12 months from the date that the Enterprise agreement takes effect:

Where an employee applies for long service leave at any time up to 12 months in advance of the proposed leave commencement date then the application will be approved subject to available relief. Where the application is made with a minimum of 12 months' notice of the proposed leave commencement date then the application will be approved subject to 1 person in each classification grouping (e.g. Area Controller, Depot Controller) being on leave at any one time. However additional applications may be approved if relief is available.

- (b) 12 months from the date that the Enterprise Agreement takes effect:

Where an employee applies for long service leave at any time up to 6 months in advance of the proposed leave commencement date then the application will be approved subject to available relief. Where the application is made with a minimum of 6 months' notice of the proposed leave commencement date then the application will be approved subject to 1 person in each classification grouping (e.g. Area Controller, Depot Controller) being on leave at any one time. However additional applications may be approved if relief is available.

- iv. **Train Controllers** - Where an employee applies for long service leave at any time up to 12 months in advance of the proposed leave commencement date then the application will be approved subject to staff being available to cover the absence. Where the application is

made with a minimum of 12 months' notice of the proposed leave commencement date then the application will be approved subject to 1 person in each classification grouping (e.g. TC 4 , TC 1) being on leave at any one time.

#### 2.7.3 Access to Personal Leave

An Employee who is sick whilst on Long Service Leave may apply to substitute Personal Leave for Long Service Leave; provided they supply a medical certificate from an Australia Health Practitioner Regulation Agency (AHPRA) registered medical practitioner verifying that they are incapacitated through illness to such an extent as would render them incapable of performing work. The Employee must advise their line manager while they are on Long Service Leave that they have fallen sick while on leave and are in receipt of a medical certificate confirming same.

#### 2.7.4 Long Service Leave payment for Part-time Employees.

If a Part-time Employee takes Long Service Leave, they will receive their ordinary pay as defined under the *Long Service Leave Act 2018* (Vic) (**LSL Act**).

### 2.8 Parental Leave

#### 2.8.1 Application

- (a) Employees are entitled to Parental Leave under this clause if the leave is associated with the birth of a Child of the Employee, their partner or Surrogate or the placement of a Child with the Employee for adoption and the Employee has or will have a responsibility for the care of the Child.

#### 2.8.2 Definitions

- (a) **Child** has the meaning as per section 17 of the *Fair Work Act 2009* (Cth).
- (b) **Parental Leave** for the purposes of this clause means paid and unpaid Parental Leave, including Primary Caregiver Parental Leave, Concurrent Carer Leave, surrogacy related leave, paid leave for child mortality and Supporting Primary Caregivers Leave as detailed hereunder.
- (c) **Partner** means an employee who is an expectant parent and the partner of a birth, adoptive or surrogate parent.
- (d) **Primary Caregiver** means the person who most meets the child's needs, including feeding, dressing, bathing and otherwise supervising the child in an age-appropriate manner. Only one person can be a Child's Primary Caregiver on a particular day.
- (e) A **Replacement Employee** is an Employee specifically engaged or temporarily promoted or transferred, as a result of an Employee proceeding on Parental Leave.

- (f) **Concurrent carer** means a current partner of the primary caregiver or the other legal parent of the child, but is not the Primary Caregiver.
- (g) **Surrogate** means a person who carries a baby through pregnancy on behalf of another person or couple and return the baby to the intended parent(s) after birth.

### 2.8.3 Summary of Entitlements

- (a) Entitlements under this clause are summarised in the table below:

Leave Type	Paid Leave	Unpaid Leave	Total
Pre-Natal Leave	0	2 days	2 days
Pre-Adoption Leave	0	2 days	2 days
Surrogacy Leave	1 week	0	1 week
Parental Leave - Primary Caregiver	14 weeks	Up to 38 weeks	52 weeks
Parental Leave - Concurrent Carer	2 weeks	Up to 50 weeks	52 weeks
Parental Leave - Surrogate	14 weeks	0	14 weeks
Supporting Primary Caregivers Leave	12 weeks	0	12 weeks

- (b) Additional to the entitlements summarised in the above table is paid leave entitlements for child mortality set out in subclause 2.8.17 and options to extend the period of unpaid Parental Leave in accordance with clause 2.8.19.

### 2.8.4 Calculation of Entitlements

- (a) The rate of Parental Leave, is based on an Employee's ordinary hours calculated on a standard roster of eight (8) hour shifts averaging thirty-eight (38) hours a week at the Employee's ordinary time rate which applied immediately prior to the commencement of the leave.
- (b) Employees who are employed on a part-time basis are entitled to Parental Leave on a pro rata basis calculated on either the weekly average of the ordinary hours worked during the previous twelve (12) months before commencing leave or the minimum contracted hours, whichever is the greater.

### 2.8.5 Payment of Entitlements

Payment in respect of Parental Leave will not be made in advance. Payment will be made in accordance with the usual pay cycle.

### 2.8.6 Pre-Natal Leave

- (a) An Employee who is pregnant, or their partner is pregnant, or the Employee who is adopting a Child will have access to two (2) days unpaid Pre-Natal Leave to

attend medical appointments. For the avoidance of doubt, where there are two employees in a relationship adopting a Child then each Employee can access this entitlement. Pre-Natal Leave may be taken as half days by agreement between the Employee and the Company.

- (b) An Employee must provide the Company with a certificate from a registered medical practitioner confirming that the Employee, their partner or Surrogate is pregnant. Each absence on Pre-Natal Leave must also be covered by a medical certificate unless the absence is for a surrogacy related appointment in which case the Employee will provide the Company with such other evidence as the Company reasonably requires.

#### 2.8.7 Pre-Adoption Leave

An Employee seeking to adopt a Child is entitled to unpaid leave for the purpose of attending any compulsory interviews or examinations as are necessary as part of the adoption procedure. The Employee and the Company should agree on the length of the unpaid leave. Where agreement cannot be reached, the Employee is entitled to take up to two (2) days' unpaid pre-adoption leave. Where paid leave is available to the Employee, the Company may require the Employee to take such leave instead.

#### 2.8.8 Surrogacy Leave

An employee embarking on becoming a surrogate parent or is the surrogant will be entitled to one's week paid leave for the purpose of surrogacy related appointments. In the situation where there are two employees in a relationship both can access the entitlement. The leave may be taken as half days by agreement between the employee and their manager.

#### 2.8.9 Working While Pregnant

- (a) As the pregnancy progresses the employee is to liaise with the manager to ensure that any uniform and PPE is suitable for their role, meets safety standards, continues to fit, and is comfortable.
- (b) Where an Employee is pregnant and, in the opinion of a registered medical practitioner, illness or risks arising out of the pregnancy or risks with the work make it inadvisable for the Employee to continue work, the Employee will, if the Company deems it practicable, be transferred to a safe job in accordance with clause 2.8.10 until the commencement of Parental Leave. -
- (c) If the transfer to a safe job is not practicable, the Employee may ask, or the Company will pay an eligible Employee 'no safe job' pay in accordance with clause 2.8.10. If the Employee is not eligible they may be required to commence

Parental Leave for such period as is certified necessary by a registered medical practitioner. In such cases the fourteen (14) week period of Parental Leave will then be due to commence.

- (d) Where an Employee is ill during their pregnancy, they may access Personal Leave in accordance with this Agreement. Where an Employee experiences extended illness due to their pregnancy, the Employee is entitled to unpaid Special Parental Sick Leave. The notice and evidence requirements for Personal Leave in this Agreement apply to Special Parental Sick Leave.

#### 2.8.10 Transfer to a Safe Job

- (a) This clause applies to a pregnant employee if the Employee provides the Company with evidence that would satisfy a reasonable person that the Employee is fit for work, but that it is inadvisable for the Employee to continue in the Employee's present position during a stated period (the risk period) because of:
  - i. illness, or risks, arising out of the Employee's pregnancy; or
  - ii. hazards connected with that position.
- (b) If there is an appropriate safe job available, then the Company must transfer the employee to that job for the risk period, with no other change to the employee's terms and conditions of employment.
- (c) An appropriate safe job is a safe job that has:
  - i. the same ordinary hours of work as the employee's present position; or
  - ii. a different number of ordinary hours agreed to by the employee in writing.
- (d) Where the Company can only offer an appropriate safe job that has a different number of ordinary hours, the Company must allow the Employee the opportunity to seek their own advice on the matter before requesting the Employee to agree to such an arrangement. If the Employee or the Company requests to have a meeting that relates to reaching an agreement on an appropriate safe job that has a different number of ordinary hours, the Employee may choose to have a representative or support person attend such meeting(s).
- (e) If the employee is transferred to an appropriate safe job for the risk period, the Company must pay the employee for the safe job at the employee's full rate of pay, including shift penalties and allowances associated with the Employee's roster for their substantive position that was in place prior to the transfer to ensure the employee is no worse off, unless the transferred role entitles greater.
- (f) If there is no appropriate safe job available, the employee is entitled to no safe job leave, which is paid at the base rate of pay for the employee's ordinary hours of work

#### 2.8.11 Parental Leave and Other Entitlements

In conjunction with Parental Leave, an Employee may access any Annual Leave or Long Service Leave or Public Holiday Credit entitlements which they have accrued, as well as approved unpaid leave, subject to the total amount of leave not exceeding 52 weeks.

## 2.8.12 Replacement Employees

Before the Company engages a Replacement Employee they will inform that person of the temporary nature of the employment and of the rights of the Employee who is being replaced.

## 2.8.13 Parental Leave - Primary Caregiver Leave

- (a) An Employee, who is a Primary Caregiver, is entitled to a total of 52 weeks Primary Caregiver Parental Leave, comprising of leave with pay for a total period of fourteen (14) weeks and up to 36 weeks unpaid leave. An Employee may elect to take the paid component of their Parental Leave (fourteen (14) weeks) at half pay, i.e. half pay over twenty-eight (28) weeks.
- (b) A birth parent who is not a primary carer, for reason of being a surrogate, shall be entitled to 14 weeks paid parental leave.
- (c) Where the confinement occurs more than six (6) weeks prior to the expected date of delivery the total period of fourteen (14) weeks should be counted from the actual date from which Parental Leave is granted for the birth mother.
- (d) For Employees other than the birth parent, to apply for this leave they must be the Primary Caregiver of the child.
- (e) For the avoidance of doubt, only one parent can be the Primary Caregiver of the child at any point in time.

## 2.8.14 Paid Primary Caregiver Leave for a second parent assuming primary care

- (a) For the purposes of who may take Paid Primary Caregiver Leave, parents can swap who is the primary carer, such that a second parent is entitled to some part of Paid Primary Caregiver Leave. This can happen in circumstances where they were not the initial primary carer, and when the initial primary carer:
  - i. has returned to their full pre-parental leave role; or
  - ii. is medically incapacitated; or
  - iii. is not living with the employee and the child.

The Company can request supporting evidence to confirm the swap.

- (b) The amount of Paid Primary Caregiver Leave the second parent will receive will be:
  - i. 14 weeks,
  - ii. less any paid period taken by another primary carer with the Company; and
  - iii. less any paid leave taken by the employee as paid concurrent carer leave.

This provision also applies to adoptive and surrogate parents and shall commence from the time the child enters the family.

#### 2.8.15 Parental Leave - Concurrent Carer Leave

An Employee who is the Concurrent Carer at the date of birth or adoption of a Child is entitled to a total of 52 weeks Concurrent Carer Parental Leave, comprising of leave with pay for a total period of two (2) weeks and up to 50 weeks unpaid leave.

#### 2.8.16 Notice and Evidence Requirements for taking Parental Leave

- (a) For taking of Parental Leave (Primary Caregiver and Concurrent Carer), an Employee must give at least ten (10) weeks' written notice of the intention to take Parental Leave, including the proposed start and end dates. At this time, the Employee must also provide:
  - i. a statutory declaration stating:
    - that the Employee will become either the Primary Caregiver or Concurrent Carer of the Child or is a Surrogate, as appropriate; and
    - that for the period of Parental Leave the Employee will not engage in any conduct inconsistent with their contract of employment; and
  - ii. for birth-related leave; a certificate from a registered medical practitioner stating that the Employee or the Employee's partner or Surrogate is pregnant and specifying the date of the expected birth; or
  - iii. for adoption-related leave: the commencement of the placement (or expected day of placement) of the Child and that the Child will be under 16 years of age as at the day of placement or expected day of placement. The Company may also require an Employee to provide confirmation from the appropriate government authority of the adoption placement. An Employee may commence adoption related Parental Leave prior to providing such notice, where through circumstances beyond the control of the Employee, the adoption of a Child takes place earlier.
- (b) Where the placement of a Child for adoption with an Employee does not proceed or continue, the Employee is to notify the Company immediately and the Company will nominate a time not exceeding four (4) weeks from receipt of notification for the Employee's return to work.
- (c) If a pregnant Employee wishes to continue to work during the period of six (6) weeks before the expected date of birth of the Child, the Employee is required to provide a medical certificate stating that they are fit to work given the nature of the Employee's job.

### 2.8.17 Paid leave for Child Mortality

- (a) In the case of a miscarriage, stillbirth or an infant death during the first 12 months of life, the Company will provide paid leave in the following manner:

Loss	Paid Leave
Miscarriage (13 - 20 week of pregnancy) - Non-birth parent	2 weeks
Miscarriage (13 - 20 week of pregnancy) - Birth parent	4 weeks
Still birth (+20 week of pregnancy) leave - non-birth parent	6 weeks
Still Birth (+20 week of pregnancy) leave - birth parent	14 weeks
Infant mortality (child less than 12 months old) - both parents	14 weeks

- (b) Employees may also take unpaid Special Parental Leave or other leave as appropriate, such as Personal Leave, for the period a treating medical practitioner certifies is necessary.
- (c) Affected Employees are entitled to take up to 12 months additional unpaid Parental Leave.
- (d) An Employee can take unpaid Parental Leave even if they have not previously given notice of the intent to take Parental Leave if they notify the Company as soon as practicable.
- (e) An Employee can return to work, reduce, or cancel their planned Parental Leave if their pregnancy ends due to miscarriage stillbirth or infant death.
- (f) If planned Parental Leave has not started, the Employee can cancel the leave with written notice.
- (g) If Parental Leave has started, the Employee can give at least 4 weeks written notice cancelling the leave and providing a return-to-work date. This date must be at least 4 weeks after the Company receives the notice.

### 2.8.18 Changing Parental Leave

An Employee may change the period of Parental Leave. Any request should preferably be at least four (4) weeks prior to the commencement of the changed arrangements.

### 2.8.19 Extending Parental Leave

- (a) An employee who takes parental leave may request an extension of unpaid Primary Caregivers Leave or unpaid Concurrent Carer Leave for a further period up to 12 months, immediately following the end of the approved Parental Leave period, up to a total of 24 months.

- (b) If an Employee wishes to extend the period of approved Primary Caregivers Leave or unpaid Concurrent Carer the Employee must provide the Company with a request in writing at least four (4) weeks prior to the initially approved parental leave end date.
- (c) An extension of Primary Caregivers Leave or unpaid Concurrent Carer beyond 12 months for an employee is at the discretion of the Company. Provided that the request for an extension of the period of parental leave does not exceed total period of 24 months, the Company will only refuse such requests on reasonable business grounds.

#### 2.8.20 Return to Work Early from Parental Leave

If an Employee wishes to return to work earlier than the expiration of the period of approved Parental Leave the Employee must provide the Company with a request in writing at least four (4) weeks prior to the newly requested return date. The Company may refuse the request if there are reasonable business grounds which prevents the Employee from returning to work earlier than intended.

#### 2.8.21 Returning to Work After Parental Leave

- (a) The Employee is to notify of their intention to return to work after a period of Parental Leave at least four (4) weeks prior to the expiration of the leave.
- (b) The Employee will be entitled to the position which they held immediately before proceeding on Parental Leave, including any promotion that was granted during their parental leave period. In the case of an Employee transferred to a safe job, they will be entitled to return to the position they held immediately before such transfer.
- (c) Where such position no longer exists but there are other positions available which the Employee is qualified for and is capable of performing, the Employee will be entitled to a position as nearly comparable in status and pay to that of their former position.
- (d) An Employee can request to return to work on a flexible work arrangement to accommodate parental and carer responsibilities. Where an Employee wishes to make such a request that request must be in accordance with clause 1.15 of this Agreement.

- (e) The Company supports breastfeeding parents. Employees should discuss their needs with their manager. A private space will be made available or other arrangements agreed between the manager and the employee. Managers will also make reasonable adjustments around work tasks and work scheduling to support balancing the needs of breastfeeding parents with performing their role. Any agreements reached about these arrangements should be documented by the Company and shared with the employee.

#### 2.8.22 Metro Supporting Primary Carers Leave (MSPCL)

- (a) For any Employee that has taken at least three (3) consecutive months of unpaid Primary Caregivers Parental Leave within twelve (12) months of a Child's birth or adoption the Employee is entitled to a maximum of twelve (12) weeks of paid MSPCL over a maximum of 12 years which shall be granted as follows:
  - i. one (1) week of paid MSPCL on the Employee's return to work from Parental Leave; and
  - ii. one (1) week of paid MSPCL on each anniversary date of the Employee's return to work from Parental Leave for the next 11 years of the Employee's employment with the Company.
- (b) MSPCL does not accumulate from one year to the next. Employees must take each week of paid MSPCL within twelve (12) months of it being granted or it expires.
- (c) Unused MSPCL is not paid out on cessation of Employment.
- (d) An Employee must provide the Company with a request in writing and approval of the request is subject to agreement by the Company, unless the Employee requests to take MSPCL for the purpose of caring responsibilities in which case the notice and evidence requirements for Personal Leave in this Agreement apply. The Company must not unreasonably refuse the request for MSPCL.
- (e) MSPCL can only be accessed once per year of employment and not on multiple occasions.
- (f) An employee on leave without pay for any other reason will not be eligible for MSPCL.

## 2.9 Personal Leave

2.9.1 Personal Leave means paid and unpaid Personal Leave, including Sick Leave and Carers Leave, as detailed hereunder.

### Definition

- (a) Paid Personal Leave will be available to an Employee when they are unable to attend for work due to the Employee:
  - i. not being fit for work because of a personal illness, or personal injury, affecting the Employee (**Sick Leave**); or
  - ii. providing care or support to a member of the Employee's Immediate Family, or a member of the Employee's household, who requires care or support (**Carers Leave**) because of:
    - a personal illness or personal injury affecting the member; or
    - an unexpected emergency affecting the member.
- (b) **Immediate Family** is defined as:
  - i. a spouse, de facto partner, Child, parent, grandparent, grandchild or sibling of the Employee; or
  - ii. a Child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the Employee.

2.9.2 Day in respect of payment means the amount to be taken in accordance with the Employee's rostered/ordinary hours and excludes any incentive based payments, shift allowances or penalty rates. Personal Leave does not count as a shift for Excess Shift purposes.

### Entitlement

- (a) A full-time Employee accrues Personal Leave progressively on a pro rata basis at the rate of one hundred and twenty (120) hours (fifteen (15) days based on a standard roster of eight (8) hour shifts averaging thirty eight (38) hours a week) per year of service.
- (b) A part-time Employee accrues Personal Leave progressively on a pro rata basis relative to the average hours of work in the previous twelve (12) months.
- (c) An employee who would otherwise be entitled to paid personal leave and is suffering a long term illness, but has insufficient entitlement, may be able to use either annual leave or long service leave. Subject to the discretion of the Company and the requirements of this clause.
- (d) For the purpose of this clause (2.9.2 (a)), 'years', or 'year of service', means the period between the date of commencement of employment in any year and the anniversary of the commencement of employment in the next year.
- (e) Unused Personal Leave accumulates from year to year without limitation.

### 2.9.3 Sick Leave

#### Notification of Absence

- (a) An Employee is to inform the Company of their inability to attend for work because of personal illness or injury as soon as is reasonably practicable and in accordance with local requirements in regard to notification, and as far as practicable, state the estimated duration of absence. Notification should be given, if reasonably practicable, at least two (2) hours prior to the Employee's shift commencement time.
- (b) An Employee must advise the Company of their intention to resume duty as soon as they become aware of their ability to do so.

#### Certification

- (c) An Employee must provide satisfactory evidence that he or she was unable to attend for duty due to illness on the day or days for which Sick Leave is claimed.
- (d) Applications for leave of absence on the grounds of illness are to be supported by a certificate from a registered medical practitioner which must state that in the practitioner's opinion the Employee is unfit for work because of a personal illness or injury.
- (e) Applications for leave of absence on the grounds of illness, without the production of a medical certificate cannot exceed five (5) days in any Sick Leave year of service provided that the maximum number of consecutive days that will be approved without a medical certificate is two (2).
- (f) Where exceptional circumstances arise that the Employee is unable to obtain a medical certificate, then a statutory declaration can be submitted stating the reason why a medical certificate could not be obtained. Failure to provide sufficient information about why a medical certificate could not be obtained will result in the paid leave application being rejected.
- (g) An Employee is not required to furnish a medical certificate whilst an inpatient at a registered hospital but must provide satisfactory evidence of their admission and duration when practicable to do so; or where the Company's medical practitioner indicates an unfitness for duty following a medical examination.
- (h) The Company shall monitor Employee Sick Leave absences, without a medical certificate and those where statutory declarations have been submitted. Consequently, the Company can require that any future absences must be supported with a certificate from a registered medical practitioner in order to be classified as paid Sick Leave.
- (i) An Employee is not to be paid Sick Leave for any period during which they are absent from work because of personal illness or injury for which they are receiving accident pay or workers compensation, or for other than ordinary hours of employment.

### 2.9.4 Absence during an Industrial Stoppage

Employees who are directly involved in an industrial stoppage will not be paid leave of absence for any illness or injury on any working day or shift affected by the stoppage.

## 2.9.5 Carer's Leave

### Entitlement

- (a) An Employee is entitled to use, in accordance with this clause (2.9.5), any Personal Leave entitlement to provide care and support to a member of their immediate family or member of their household, who requires care or support because of a personal illness or injury or an unexpected emergency affecting the member.
- (b) The entitlement to use Personal Leave in accordance with this clause (2.9.5) is subject to:
  - i. the Employee providing care for the person concerned; and
  - ii. the person concerned being either a member of the Employee's immediate family or a member of the Employee's household.
- (c) In normal circumstances an Employee must not use Personal Leave in accordance with this clause where another person has taken leave to care for the same person.
- (d) An Employee who requires Carer's Leave may also utilise the following provisions of this Agreement:
  - i. Annual Leave consistent with clause 2.6
  - ii. Time off in lieu of payment for Overtime consistent with clause 2.13;
  - iii. Make-up time consistent with clause 2.14; and
  - iv. Up to two (2) days unpaid Carers Leave on each occasion.
- (e) In addition, the Company may approve additional unpaid leave for the purpose of providing care to a family member who is ill or has suffered an injury.

### Certification

- (f) To be entitled to Carer's Leave, the Employee is to provide the Company with a medical certificate from a registered medical practitioner stating that a member of their immediate family or members of their household require care or support because of personal illness, injury or unexpected emergency. This certificate must be provided as soon as reasonably practicable before or after the leave commences.
- (g) Further to clause 2.9.5 (f), an Employee may provide a statutory declaration in lieu of a medical certificate for a single day of absence only with a maximum of five (5) separate days in any Personal Leave year.
- (h) Failure to provide sufficient certification in accordance with clauses 2.9.5 (f) and (g) will result in the paid leave application being rejected.

### Notification of Absence

- (i) Where Carer's Leave is required, the Employee is to notify the Company of their inability to attend work as soon as is reasonably practicable in accordance with local notification requirements and to indicate, as far as possible, the estimated duration of the absence. If reasonably practicable, the Employee is to provide at least two (2) hours' prior notice of such absence.

## **2.10 Compassionate/Bereavement Leave**

### **2.10.1 Compassionate Leave**

- (a) An Employee is entitled to three (3) days of Compassionate Leave for each occasion when a member of the Employee's immediate family, or a member of the Employee's household (as defined in clause 2.9.1(b)):
  - i. Contracts or develops a personal illness that poses a serious threat to his or her life; or
  - ii. Sustains a personal injury that poses a serious threat to his or her life.
- (b) To be entitled to Compassionate Leave the Employee is to provide the Company with a medical certificate from a registered medical practitioner stating that a member of the Employee's immediate family or member of their household has a personal illness or injury that poses a serious threat to their life. This documentation must be provided as soon as reasonably practicable before or after the leave commences.

### **2.10.2 Bereavement Leave**

- (a) An Employee is entitled to three (3) days of Bereavement Leave for each occasion when a member of the Employee's immediate family, or a member of the Employee's household (as defined in clause 2.9.1(b)) dies.
- (b) To be entitled to Bereavement Leave the relationship of the Employee to the deceased must be established either by a death notice, or where this is not conclusive, by a statutory declaration submitted to the Company.

### **2.10.3 Application**

- (a) Payment in respect of Compassionate or Bereavement Leave is to be made only where the Employee otherwise would have been on duty, and is not to be granted in any case where, for instance, the Employee would have been off duty in accordance with the Employee's roster including Annual Leave, Long Service Leave, Personal Leave, injury leave, leave without pay or on a Public Holiday.
- (b) Where circumstances arise that the Employee has to undertake significant travel as a result of a death/attendance at a funeral of a family member, then the Company may at its discretion, grant additional Bereavement Leave.

## **2.11 Special Leave – Family and Domestic Violence**

### **2.11.1 General Principle**

The Company recognises that Employees sometimes face situations of violence or abuse in their personal life that may affect their attendance or performance at work. Therefore the Company is committed to providing support to Employees that experience Family and Domestic Violence.

### **2.11.2 Definition of Family and Domestic Violence**

As per s.106(B)(2) of the *Fair Work Act 2009* (Cth), Family and Domestic Violence means:

Violent, threatening or other abusive behaviour by a close relative of a person, a member of a person's household, or a current or former intimate partner of a person, that:

- (a) seeks to coerce or control the person; and
- (b) causes the person harm or to be fearful.

A close relative of a person is another person who:

- (a) is a member of the first person's immediate family; or
- (b) is related to the first person according to Aboriginal or Torres Strait Islander kinship rules.

Immediate family has the meaning as per s. 12 of the *Fair Work Act 2009* (Cth).

### **2.11.3 General Measures**

- (a) The Employee must give the Company notice of the taking of leave under this clause. The notice:
  - (i) must be given to the Company as soon as practicable (which may be a time after the leave has started); and
  - (ii) advise the Company of the period, or expected period, of the leave.
- (b) If required by the Company, the Employee must give the Company evidence that would satisfy a reasonable person.
- (c) All personal information concerning family violence will be kept confidential in line with the Company's policies and procedures and relevant legislation. No information will be kept on an Employee's personnel file without their permission.
- (d) Understanding the traumatic nature of Family and Domestic Violence, the Company will support their Employee if they have difficulties performing their tasks at work. No adverse action will be taken against an Employee if their attendance or performance at work suffers as a result of experiencing Family and Domestic Violence.

#### 2.11.4 Leave

- (a) In addition to support provided as part of the Company's Employee Assistance Program (**EAP**) and policies, Employees may take up to twenty (20) days of paid Family and Domestic Violence leave per year if:
  - (i) the employee is experiencing Family and Domestic Violence; and
  - (ii) the employee needs to do something to deal with the impact of the Family and Domestic Violence; and
  - (iii) it is impractical for the employee to do that thing outside the employee's work hours.

The Employee must adhere to the notification and evidence requirements specified under clause 2.11.3

- (b) An Employee experiencing Family and Domestic Violence may raise the issue with their immediate manager or People and Performance (human resources), or other representative.
- (c) An Employee may apply for additional leave based on the individual circumstances, leave will be granted at the discretion of the Company.
- (d) An Employee may apply for Carers Leave in accordance with clause 2.9.5 to support someone who is experiencing Family and Domestic Violence. This may include accompanying the person to Court, to hospital or to mind children.

#### 2.11.5 Individual Support

- (a) In order to provide support to an Employee experiencing Family and Domestic Violence and to provide a safe work environment to all Employees, the Company will approve any reasonable request from an Employee experiencing Family and Domestic Violence for:
  - i. Changes to their span of hours or pattern of hours and/or shift patterns;
  - ii. Job re-design or changes to duties;
  - iii. Relocation to suitable employment within the Company;
  - iv. A change to their telephone number or email address to avoid harassing contact; or
  - v. Any other appropriate measure including those available under existing provisions for family friendly and flexible work arrangements.
- (b) An Employee experiencing Family and Domestic Violence will be referred to the appropriate support services/agencies and/or other local resources.

## **2.12 Community Service Leave (incl. Jury Service)**

- 2.12.1 An Employee who engages in an eligible community service activity is entitled to be absent from his or her employment for a period in accordance with Division 8 of Part 2-2 of the *Fair Work Act 2009* (Cth), however if an Employee is required to attend for Jury Service they shall be paid as per roster provided the Company receives proof of their attendance.
- 2.12.2 An Employee may be released with pay from their normal duties to participate in firefighting, flood relief or other emergency activities, including the requirement to deliver plant or equipment for such activities where:
- (a) The Employee is a registered member of volunteer organisations such as SES and CFA; and
  - (b) The Employee has obtained permission to be released from duties from the General Manager.
- 2.12.3 For the avoidance of doubt, employees who take leave to voluntarily support emergency service activities will be paid at the same rate that they would have received if they worked their rostered shift with the Company.
- 2.12.4 Release for volunteer activity is subject to no undue inconvenience being caused in the Employee's absence.
- 2.12.5 Whenever reasonably practicable the period of release should indicate a minimum rest period in accordance with clause 3.19 (Intervals between Shifts), or in the case of Driver Grades, clause 4.7.2 applies; following cessation of such activity and before commencement of ordinary duty.
- 2.12.6 An Employee who takes community service leave is required to provide to the Company adequate evidence (as determined by the Company) of participation in the eligible community service activity.
- 2.12.7 Community Service Leave does not count as a shift for Excess Shift purposes.

## **2.13 Time In Lieu**

- 2.13.1 Employees may elect, with the consent of the Company, to take time off in lieu of payment for Overtime at a time or times agreed with the Company.
- 2.13.2 Overtime taken as time off during ordinary time hours shall be taken at the ordinary time rate, which is an hour for each hour worked.
- 2.13.3 This time is to be taken within four (4) weeks of the Overtime being worked.

## **2.14 Make-Up Time**

Employees may elect, with the consent of the Company, to take time off during ordinary working hours and work those hours at a later time.

## 2.15 Shiftwork Allowances

- (a) Employees are to be paid shift allowances, the amount of which is contained in Schedule C of the Agreement, as appropriate for all time worked on an Early Morning Shift, Afternoon Shift or Night Shift excluding Overtime, or any other time which is payable in excess of single rate.
- (b) Shifts are defined as follows:
  - i. **Early Morning Shift** means a shift which is rostered to commence at or between 0400 and 0530.
  - ii. **Afternoon Shift** means a shift which is rostered to commence before 1800 and conclude at or after 1830.
  - iii. **Night Shift** means a shift which is rostered to commence at or between 1800 and 0359 hours.
- (c) In calculating these allowances, parts of an hour of less than thirty (30) minutes are to be disregarded and from thirty (30) to fifty-nine (59) minutes are to be paid as for one (1) hour.

### 2.15.2 Permanent Night Shift Allowance

- (a) Employees who:
  - i. Work Night Shift only;
  - ii. Remain on Night Shift for a longer period than four (4) consecutive weeks; or
  - iii. Works on a Night Shift which does not rotate or alternate with another shift, or with day work, so as to give them at least one-third (1/3) of their working time off Night Shift in each work cycle;are to be paid an additional amount for each hour worked, as provided in Schedule C of the Agreement - excluding Overtime or any other time which is payable in excess of single rate. In such case the normal Night Shift Allowance does not apply.
- (b) The Permanent Night Shift Allowance does not apply to Employees who request to work a pattern of Night Shifts by way of mutual exchange or as a matter of personal preference.

## 2.16 Limitation of Penalty Payments

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

## 2.17 Public Holidays

- (a) All full-time and part-time Employees, subject to the payment rules specified under clause 2.17 (d), are entitled to paid leave of absence on:
  - i. Good Friday, Easter Saturday, Easter Sunday and Easter Monday;
  - ii. Christmas Day and Boxing Day provided that should such days fall on a Saturday or Sunday they are to be observed on 27 and 28 December respectively;

- iii. New Year's Day / Australia Day provided that should it fall on a Saturday or Sunday it is to be observed on the following Monday;
  - iv. Any of the following days which are proclaimed by the Victorian Government: Australia Day, Labour Day, Anzac Day, Queen's Birthday and Melbourne Cup Day; and
  - v. Any other days which are proclaimed from time to time as public holidays by the Victorian Government, including additional public holidays.
- (b) The Company and a majority of affected Employees may agree to substitute another day for any Public Holiday provided the agreement is recorded in writing and made available to each affected Employee.
- (c) Pay for one (1) days' leave of absence (as per clause 2.17(a)) means an amount calculated in accordance with the Employee's rostered/ordinary hours and does not count as a shift for the purpose of Excess Shifts.
- (d) **Public Holiday Payment Rules**

i. **Full-time employees:**

Rostered to work and work	Paid at the rate of double time and a half for all time worked; or Be paid at the rate of time and a half, with leave accrued in accordance with clause 2.17(e)(ii) ('Public Holiday Credit')
Rostered to work and not required to work	Paid at the ordinary time rate in respect of the Employee's ordinary hours.
Not rostered to work and does not work	Paid at the ordinary time rate in respect of the Employee's ordinary hours, unless clause 2.17(d)(ii) applies.

- ii. For the avoidance of doubt, full-time employees that work on a Monday to Friday basis (i.e. cannot have their ordinary hours rostered on weekends), and who are not shiftworkers (i.e. an employee who can be rostered to work any type of shift defined by clause 2.15(b)) and do not work to a seven (7) day shift work roster will not be entitled to payment for public holidays that fall on Saturdays and Sundays.
- iii. For the avoidance of doubt, clause 2.17(d)(ii) does not apply to an Employee covered by Part 4 of this Agreement, unless that Employee is on secondment in a position that fits the description in clause 2.17(d)(ii).

iv. **Part-time employees:**

Rostered to work and work	Paid at the rate of double time and a half for all time worked.  Be paid at the rate of time and a half, with leave accrued in accordance with clause 2.17(e)(ii) ('Public Holiday Credit')
Rostered to work and not required to work	Paid at the ordinary time rate in respect of the Employee's ordinary hours.
Not rostered to work and does not work	No payment applies.

- (e) Employees who are rostered to work on a Public Holiday will:
- i. be paid at the rate of double time and a half for all time worked; or
  - ii. on request, be paid at the rate of time and a half for the time worked and also receive either:
    - in the case of full time employees, one (1) day's leave of absence in lieu of the Public holiday; or
    - in the case of part time employees, a credit of the number of hours worked on the public holiday
- (f) Except as provided in 2.17(g) an Employee has not otherwise taken the leave of absence accrued in lieu of payment under this clause, it will be paid out in full, in the first full pay period at the beginning of September each year. For the avoidance of doubt, this does not include any leave accrued prior to the commencement of the 2015 Agreement.
- (g) This clause applies to Train Controllers, Signallers, Driver Allocation Officers (DAOs) and Train Drivers.
- i. Provided an employee applies for a leave of absence under this clause within the 12 month period, the leave of absence will accrue if the Company is unable to grant the request for leave.
  - ii. Employees must apply for the accrued Public Holidays within the 12 month period (from first pay period of September to the last pay period in August). If the Company is unable to grant the leave for the public holidays accrued, the employee will be able to maintain the accrual until the leave is approved. Provided that any accruals above 10 days will be paid out in the first pay period after the expiry of the Agreement.

## 2.18 Accident Make-Up Pay

- (a) For the purpose of this clause Accident Make-Up Pay means increasing the Employee's pay to an amount of money equivalent to the Employee's appropriate base weekly rate of pay at the time of ceasing duty, following the Employee experiencing an injury accepted under the relevant state legislation.
- (b) An Employee, who receives payment of workers compensation in the terms of the relevant state legislation and who continues to receive such payment shall be paid Accident Make-Up Pay by the Company, provided that:
  - i. Accident Make-Up Pay will only be payable while the Employee remains in the employment of the Company;
  - ii. An Employee on compensation is required to declare all workers compensation claims made by the Employee and in the event of false or inaccurate information being deliberately and knowingly declared, the Employee may forfeit any entitlement to Accident Make-Up Pay;
  - iii. The period of Accident Make-Up Pay is not to exceed a total of fifty-two (52) calendar weeks from the date of the injury, for any one (1) injury;
  - iv. Accident Make-Up Pay is not to be paid where any period of other paid leave of absence has been granted;
  - v. The Company is not to dismiss any Employee by reason only of the Employee being in receipt of Accident Make-Up Pay;
  - vi. An Employee off duty and in receipt of Accident Make-Up Pay will continue to receive payments of any acting in higher allowance being paid at the time of the injury for the full period that the Employee would have continued to so act; and
  - vii. An Employee who has submitted a claim for workers compensation and is absent from duty for more than one (1) week and where it is apparent there may be a delay in the assessment of the Employee's claim, may be paid Personal Leave (subject to the availability of credits) pending determination of the claim.
- (c) The Accident Make-Up Pay amount shall be calculated by increasing the weekly amount of compensation due to be paid under the relevant state legislation up to the amount of the Employee's weekly base rate of pay which would have been payable under the Agreement. Payments for absences of less than one (1) week in duration shall be calculated as a proportion of the weekly base rate of pay.
- (d) For the purpose of this clause "injury" shall be given the same meaning and application as applying under the relevant state legislation.
- (e) For the purposes of this clause "relevant state legislation" shall mean the *Workplace Injury Rehabilitation and Compensation Act 2013* (Vic), as amended from time to time or any replacement legislation, whichever is applicable.

## 2.19 Payment of Wages

- (a) Employees will be paid fortnightly by electronic funds transfer prior to noon on Thursday following the completion of each fortnightly pay period. There

will be no advance payment of wages where an Employee is absent from work on the normal pay day because of Annual Leave.

- (b) Employees who have reasonable access to a computer will be able to access their pay advice electronically and a hard copy will not be provided.

## **2.20 Probation**

- (a) Unless an Employee's letter of engagement provides for a longer period to cater for a designated training period, the duration of probation will be three (3) months.
- (b) Immediately prior to the expiration of the probation period, the Company will either confirm the Employee's appointment or terminate their employment unless it considers offering an extension to their probationary employment for a period of no more than three (3) months.

## **2.21 Salary Maintenance – Appointment of Redeployed Employee**

Salary maintenance may occur where an Employee's position becomes surplus to requirements and they are redeployed to a position with a lower classification, subject to the following:

- (a) Employees who are on salary maintenance arrangements prior to the certification of this Agreement will continue to remain on these arrangements.
- (b) Where an employee becomes subject to salary maintenance after the certification of this Agreement, the employee's rate of pay will not be entitled to increases due under the Agreement until such time as the maintained rate is reached.
- (c) Where the Employee elects to remain on salary maintenance, the Company will maintain the Employee's substantive rate of pay for ordinary hours of work (seventy-six (76) per fortnight). Any payment other than ordinary hours, (including penalty payments that are attributed to the ordinary hours of work) is to be paid at the rate for the classification of the position being occupied.
- (d) In order to retain their salary maintenance, the Employee is required to transfer to a suitable position up to the level of their classification whenever one becomes available. In determining whether a position is considered to be suitable, the skills, attributes and qualifications of the Employee will be compared with those required of the vacant position. Other factors to be taken into consideration will be the distance of the new worksite from the Employee's home compared with their current travel patterns; whether the new position requires the Employee to make significant changes to their work practices, such as the working of shifts; and the physical requirements of the position. Where a vacant position is considered suitable and the Employee refuses to accept a transfer he/she will be reduced in classification to the level of the position that they are currently occupying.
- (e) Employees who are redeployed or demoted to an alternative position on performance and/or disciplinary grounds do not have entitlement under this clause.

## 2.22 Superannuation

2.22.1 The Company shall make superannuation contributions to the superannuation fund, nominated by the employee, regardless of age, subject to:

- (a) The employee being entitled to nominate the complying superannuation fund of scheme, in accordance with the *Superannuation Guarantee (Administration) Act 1992* (Cth), to which contributions may be made.
- (b) Where no superannuation fund is nominated, contributions shall be paid to the employee's stapled superannuation fund as advised to the Company by the Australian Tax Office.
- (c) Contributions shall be paid on behalf of employees, regardless of age.
- (d) Contributions shall be paid on a monthly basis, at a minimum, in line with the superannuation guarantee arrangements.
- (e) In the event that the employee does not nominate a preferred fund within four (4) weeks of commencing employment Aware Super shall become the default fund.

2.22.2 Employees are able to make salary sacrifice contributions from their future pre-tax ordinary pay to a complying superannuation fund.

- (a) Salary Sacrifice contributions shall not reduce the prescribed hourly rate of pay for the Employees appointed classification as specified in Schedule B which is attached to the Agreement.
- (b) Salary sacrifice contributions can only be made to the same superannuation fund that the Company contributions are being directed to, except where the Employee is a member of a defined benefit superannuation scheme.
- (c) Employee contributions to the Revised, New or Transport Defined Benefit Superannuation schemes are excluded from this salary sacrifice agreement.

2.22.3 Employees who are members of a defined benefit superannuation schemes who wish to make additional salary sacrifice contributions from their pre-tax ordinary time earnings may only make such contributions to ESS Super Accumulation Scheme, Aware Super or Australian Super. Prior to making a salary sacrifice election, such Employees should obtain details on their "notional taxed contributions" to their defined benefit fund to ensure they do not exceed their concessional contribution limit.

2.22.4 Employees may only vary their salary sacrifice arrangement on two occasions each calendar year, unless there are extenuating circumstances i.e. financial hardship.

2.22.5 Superannuation while on Parental Leave - Primary Caregiver

Where superannuation is not already paid under contract or legislation, an employee on Parental Leave - Primary Caregiver (paid or unpaid) will be paid superannuation contributions at the relevant Superannuation Guarantee Rate (as determined by the relevant legislation) on the base rate of pay for their ordinary hours of work, for up to the first 12 months of Parental Leave - Primary Caregiver (paid or unpaid) or until the employee returns to work, whichever is sooner.

## **2.23 Novated Lease**

Subject to the requirements set out in this clause, Employees may also enter into Novated Leasing arrangements on the basis that the arrangement is between the Employee and the third party provider and that there is no additional cost to the Company to facilitate this arrangement.

## **2.24 Travel Pass Entitlement**

### **2.24.1 Employee Free Travel Authority (EFTA) (or equivalent)**

#### **(a) Eligibility**

An EFTA will be issued to full-time and permanent part-time Employees of the Company for the respective period of their employment. Employee's employed under agency or consultancy arrangements are not eligible to be issued with an EFTA.

#### **(b) Personal Use Only**

- i. The EFTA are for the Employee's personal use whilst employed with the Company. They are to be kept secure at all times and are not to be given to anyone else, for any purpose.
- ii. Any Employee who knowingly allows someone else to use their EFTA will have the EFTA withdrawn for a period of up to two years in accordance with Public Transport Victoria (PTV) policy.

#### **(c) Leave of Absence without Pay**

An Employee absent for greater than three (3) months' leave without pay must return their EFTA prior to taking for such leave.

#### **(d) Travel Availability**

- i. The EFTA is available for first class travel on the following services:
  - Melbourne metropolitan trams, trains and buses (both Government and privately owned).
  - V/Line Passenger services including V/Line rail replacement coach services.
- ii. The EFTA does not permit travel on the following services:
  - Interstate trains beyond Albury or Wolsley;
  - Chartered trains, trams and buses;
  - Tourist railways and trams; and
  - Privately operated country and provincial city route buses unless designated a V/Line service.

#### **(e) Reservations**

Travel is permitted on services requiring compulsory seat bookings but reservations on these services can only be made in the twenty-four (24) hours prior to travel, unless otherwise provided.

(f) Termination

An Employee who retires, resigns or whose service is terminated for any reason (including Redundancy) must return their EFTA on the final day of service. The Company may withhold any final payments due to a terminating Employee until these items have been returned to company.

- (g) Employees are required to return their EFTA when they resign or have their employment terminated.
- (h) Where they fail to do this a charge of five hundred dollars (\$500) will apply and the Employee will be required to make the full payment within thirty (30) days of being advised by the Company.

2.24.2 Intrastate Leave Passes

Employees granted paid leave of absence for a period of five (5) days or more can be issued a free first-class Intrastate Travel pass for their spouse and eligible dependent children for the extent of the respective leave period.

2.24.3 Interstate Leave Passes

(a) Entitlement

Interstate Leave Passes will be made available to Employees, or businesses transmitted to the Company in the establishment of a single metropolitan rail business, who were employed before 1 July 2003 in accordance with the following provisions:

- i. Employees engaged after 1 July 2003 are not entitled to interstate passes.
- ii. Employees when granted paid leave of absence may be issued an Interstate Travel Pass for self; their spouse and; eligible dependents, subject to certain conditions.
- iii. Employees are entitled to one (1) free Interstate travel pass in any Annual Leave year. Such entitlement, if unused, does not accumulate.
- iv. While the value of this fringe benefit is not included as part of the Employees annual income, as required by law, it must be reported on the Employee's taxation Payment Summary (Group Certificate), and may be taken into consideration by the Australian Taxation Office for income tests for certain benefits and taxation surcharges.

(b) Travel Availability

- i. Employees are issued with an Interstate Free Travel Voucher which is exchanged for a ticket, enabling travel on:
  - Inter system train services that extend services that extend beyond Victorian border stations;
  - Inter system services that extend beyond V/Line interstate Rail/Coach Link Service terminals;
  - other inter system services that entail travel across at least one (1) state border.

- ii. An eligible Employee may be issued with one (1) free travel voucher for northern states and another for western states during the same leave period or in the one (1) annual leave year.
  - iii. Interstate Free Travel Vouchers are not available for travel on:
    - Public transport services in the metropolitan area of any capital city on chartered or privately owned interstate services unless designated a service of the particular rail system;
    - Tourist services; and
    - Certain intersystem services as nominated from time to time.
  - iv. Interstate pass entitlements as set out above will apply for the duration of the Agreement.
- (c) Salary Sacrifice Option – Interstate Travel Vouchers
- i. Employees who are members of the Revised, New or Transport superannuation schemes can, from 1 January 2006, elect to make employee contributions to their fund via a salary sacrifice arrangement. Employees who elect to utilise this option are only able to salary sacrifice the equivalent value of the contributions they are entitled to make in accordance with the rules of their superannuation scheme.
  - ii. Variations to the prescribed amount shall be limited to the employee contribution rules that apply to each individual scheme.
  - iii. Salary sacrifice contributions are treated as employer contributions and will form part of “adjusted taxable income” and are subject to Federal Government tax laws. In the event that legislation or taxation changes occur for salary sacrificing for superannuation which imposes additional cost upon the Company then the Company may elect to discontinue this arrangement.
  - iv. Salary packaging of superannuation contributions under this Agreement is subject to the maximum tax deductible contributions as specified by the Australian Tax Office from time to time.
  - v. Employees who elect to salary sacrifice contributions to the nominated superannuation schemes will be required to permanently surrender their interstate travel pass entitlements as contained in this clause (2.24.3). This arrangement will not preclude any entitlement to passes on retirement.
  - vi. Employees considering the salary sacrifice option should obtain independent financial and taxation advice to determine whether this is a viable option for their individual circumstance.

#### 2.24.4 Retired Employee Travel Authority

- (a) Eligibility
  - i. An Employee who has or will complete a total of twenty (20) years’ service with the Company and/or its predecessors is eligible to be issued with a Retired Employee Travel Authority (**RETA**) at the time of retirement on account of age or ill health.

- ii. The spouse and/or eligible dependents of such an Employee shall also be entitled to be issued with a RETA subject to the terms and conditions applicable.
  - iii. Members of the Revised Superannuation Scheme who resign after reaching the age of fifty-four (54) years and eleven (11) months and who would otherwise have become eligible to be issued with a RETA at age fifty-five (55) are eligible, subject to having attained a minimum of twenty (20) years qualifying service.
  - iv. Where an Employee who has met the above criteria is made redundant then they, their spouse and eligible dependents shall be able to obtain a RETA upon the redundant Employee reaching retirement age.
  - v. In the event of the death of an Employee, their spouse and/or eligible dependents shall be entitled to be immediately issued with a RETA, provided the Employee had attained twenty (20) years' service as provided above.
- (b) Intrastate Travel Entitlements
- i. Employees eligible for intrastate travel entitlements as per clause 2.24.2 of the Agreement will be issued with a free intrastate travel pass for the period of accrued Annual Leave, Public Holidays and thirty-eight (38) hour credits.
  - ii. If requested, a pass will also be issued for this period for the Employees' spouse and eligible dependants.
- (c) Interstate Travel Entitlements
- i. Employees eligible for interstate travel entitlements as per clause 2.24.3 of the Agreement will be issued on request an interstate free travel voucher for self, spouse and eligible dependents to be used during the period representing accrued Annual Leave, Public Holidays and thirty- hour (38) hour credits.
  - ii. Deferment of travel, because of ill health, is allowed for up to six (6) months on production of a medical certificate.
- (d) Resignation
- Employees who resign are not eligible for any passes on retirement. However, Employees who resign after reaching the minimum retiring age are considered to have retired and may be eligible for after retirement entitlements.

## **2.25 Uniforms**

- (a) Employees who are required to wear company issue uniform will do so in accordance with the standards relevant to their type of employment. Proposed changes to the standards will be subject to consultation.
- (b) Other than the cost of the initial uniform provision, including any necessary alterations, all uniform maintenance, cleaning and repair costs will be the responsibility of the Employee. Replacement or additional items will be subject to normal wear and tear or where maternity clothes are required, which will be readily available.
- (c) The Company agrees to continue to provide reimbursement for damaged prescription spectacles and repair/replacement of other personal items (e.g. clothing items), which are damaged while undertaking their normal duties, in accordance with the usual practice.

## **2.26 Travelling and Incidental Expenses**

Where Travelling and Incidental Expenses are not paid directly by the Company, Employees will be reimbursed upon the provision of a receipt up to a maximum of the amount specified in Table 1 of the Australian Tax Office Determination TD 2015/14 (as updated from time to time).

## **2.27 Amenities**

Shared meal facilities are to be equipped with hot and cold running water, microwave, toaster/griller, ice machine, refrigerator, table and chairs, hand washing facilities, heating and cooling and notice boards. Male and female staff toilets are to be supplied unless local existing arrangements are in place. The meal room capacity is governed by the seating capacity and preference will be given to Employees who are subject to a rostered break, e.g. where a Driver must return to run a service. New meal facilities are subject to installation of all of the listed items above, and must be divided from toilet and work areas.

## **2.28 Staff Development And Feedback**

The following provisions will apply to Employees nominated by the Company from time to time. The overall objective of the feedback discussion is to provide a suitable development program for Employees and to establish a process for mutual feedback in the workplace.

- (a) The feedback discussion will enable both the supervisor and the Employee to measure the effectiveness of any training undertaken (or being undertaken) and provide a forum of ideas and suggestions.
- (b) It is an expectation of the Company that Employees will participate in the staff development and feedback process, which will include formal feedback discussions, generally conducted on a twelve (12) monthly basis. Information discussions will occur midway through the period to review progress of development.
- (c) An Employee may choose to be accompanied during the feedback discussion by a third person of their choice. Records of the discussion will be given to the Employee and a copy will be kept on the Employee's file.
- (d) Areas of review may include productivity, safety, environmental awareness, individual work history (skills audit), job satisfaction, team and individual performance targets, training requirements and competency.

## **2.29 Income Protection Insurance**

- 2.29.1 Income Protection Insurance is optional. The Company shall provide Income Protection Insurance to those Employees who elect to take it up through Incolink.
- 2.29.2 If an Employee elects to take up the option of Income Protection Insurance during the life of the Agreement then their wage will be reduced by the cost of the individual policy at the commencement of the coverage by the policy with deductions continuing for the life of the Agreement in accordance with policy payment schedules.

## **2.30 Sexual Harassment in the Workplace**

- 2.30.1 The Company is committed to providing a safe environment for all its employees free from discrimination on any ground and from harassment at work including sexual harassment in accordance with relevant legislation.
- 2.30.2 The Company is committed to a zero-tolerance environment for any form of sexual harassment in the workplace and agrees to work with the RTBU to prevent sexual harassment occurring.
- 2.30.3 In accordance with its existing legislative obligations:
- (a) The Company will implement training and awareness raising programs about rights and responsibilities in relation to sexual harassment.
  - (b) The Company will treat all incidents seriously and promptly and investigate allegations of sexual harassment as appropriate
  - (c) Any person found to have sexually harassed another may face disciplinary action.
  - (d) The Company will take all complaints seriously and in confidence.
  - (e) Employees who raise complaints of sexual harassment must not be victimized for making such a complaint.
- 2.30.4 The Company will identify sexual harassment contact persons throughout the organisation, in consultation with Employees and the RTBU. These persons may include managers, team leaders, union contacts and HSRs.

## **2.31 Gendered Violence in the Workplace**

- 2.31.1 Gendered violence is any behaviour, action, system or structure that causes physical, sexual, psychological, or economic harm to a worker because of their sex, gender, sexual orientation or because they do not adhere to dominant gender stereotypes or socially prescribed gender roles and includes:
- a) violence experienced by women because they are women;
  - b) violence experienced by a person because they identify as LGBTQIA+;
  - c) violence experienced by a person because they don't conform to socially prescribed gender roles or dominant definitions of masculinity or femininity.
- 2.31.2 The Company is committed to taking reasonable and proportionate measures to, as far as possible:
- a) eliminate gender inequalities that exist in the workplace;
  - b) eradicate sexism and misogyny;
  - c) eradicate homophobia and transphobia;
  - d) promote the benefits of gender equality and workplaces that are inclusive of workers from a range of backgrounds, experiences and identities.
- 2.31.3 The Company is committed to a zero-tolerance environment for any form of gendered violence in the workplace and agrees to work with the RTBU to prevent gendered violence occurring.

## **2.32 New Year's Eve Incentive Payment**

2.32.1 In recognition of the additional services that operate on New Year's Eve, the Company will provide eligible employees a bonus payment to deliver New Year's Eve service requirements subject to the following conditions:

### **(a) Eligibility for "four (4) hours bonus payment"**

- i. An employee who works any shift that commences at or after 12:00 midday on 31 December and concludes before 12:00 midnight the same day, shall receive in addition to the normal payment for that shift, a bonus payment of four (4) hours at the employee's ordinary time rate.
- ii. The employee must have completed their entire scheduled shift to be eligible for this bonus payment.

### **(b) Eligibility for "eight (8) hours bonus payment"**

- i. An employee who works any shift that commences before 12:00 midnight on 31 December and concludes on 1 January, or a Train Driver or Driver Allocation Officer who works an amended shift (as defined) that commences any time between 12:00 midnight on 31 December and 12:00 midday on 1 January, shall receive in addition to the normal payment for that shift, a bonus payment of eight (8) hours at the employee's ordinary time rate.
- ii. The employee must have completed their entire scheduled shift to be eligible for this bonus payment.
- iii. For the purposes of this clause, an "amended shift" refers to an overtime shift or where the start time of a rostered shift has been altered by 15 minutes or more from the original rostered start time. For the avoidance of doubt, variations to shift content or duties do not constitute an "amended shift".

2.32.2 Any bonus payment under clause 2.32.1(a) or (b), will be made no later than 31 January of that year.

2.32.3 Employees who have satisfied the conditions under clause 2.32.1(a) or (b), will receive the bonus payment as extra pay and there is no provision to salary sacrifice the value of the payment.

2.32.4 An Employee is only eligible to receive one bonus payment under either clause 2.32.1(a) or (b), but not both.

## **2.33 Notification of Return to Work**

2.33.1 Where an Employee has taken sick leave for a consecutive period of fourteen (14) days or more, the following procedure applies:

- (a) The Employee must give their manager at least two (2) business days' notice declaring that they are fit to return to work prior to the Employee's next rostered shift. The Company may require the Employee to provide evidence, that would satisfy a reasonable person, for example a medical clearance that the employee is fit for duty. For the avoidance of doubt, a "business day", referred to in this subclause, is any day between Monday to Friday, excluding public holidays.

- (b) Upon receiving such notice, and supporting evidence (if required), the Company must as soon as is practicable:
  - i. inform the Employee whether the Company requires the Employee to attend a Triggered Health Assessment (THA) before the Employee can return to work; and
  - ii. if the THA is required, the Company must provide the Employee with written notice of the date, time and location of the THA as well as the name of the medical practitioner conducting the THA.

2.33.2 The Company will pay for the initial consultation/ testing, if this is directly relating to the employee's fitness for duty to meet the Standard, where attendance is outside of ordinary working hours, it is to be based on the actual time involved subject to a maximum of three point five (3.5) hours. This time is to stand alone and be deemed a non-active shift for the purpose of calculating shift penalties/Overtime payments. The attendance time is to be paid at ordinary time rate. Any treatment required to meet the Standard where it is a personal medical condition (e.g. including but not limited to Diabetes, blood pressure), medical attendance will be the responsibility of the Employee and must be carried out in the Employee's own time.

2.33.3 The Company will schedule the THA as soon as practicable after receiving the Employee's notification and supporting evidence (if required). If the Company does not schedule the THA prior to the Employee's next rostered shift, the Company will pay the Employee in accordance with their roster until the scheduled time of the THA.

2.33.4 If the Employee has failed to attend the scheduled THA without reasonable cause, then payments under clause 2.33.3 will cease to apply with immediate effect.

2.33.5 If the Employee is assessed as fit for work the Employee will commence work on their next rostered shift. If the Employee is assessed as unfit for work the Employee may take sick leave and/or may apply to access other leave entitlements.

### 3. EMPLOYMENT CONDITIONS: OPERATIONS, SALARIED, ADMINISTRATION AND ENGINEERING EMPLOYEES

Provisions contained in this section represent terms and conditions relating to Operations, Salaried, Administration and Engineering Employees, as specified in clause 3.1.

#### 3.1 Definitions relating to Operations, Salaried, Administration and Engineering Employees

<b>CBD</b>	Means the Central Business District including Stations inclusive of North Melbourne, Jolimont, Southern Cross, the Underground Loop Stations, Flinders Street and Richmond.
<b>Home Location</b>	Means: <ul style="list-style-type: none"><li>• The group, station, place or depot to which an Employee is attached; or</li><li>• In the case of an Employee on the regular relieving roster, means the station, place, group or depot from which their movements are controlled.</li></ul>
<b>MURL</b>	Means Melbourne Underground Rail Loop.
<b>Metro Tunnel Stations</b>	Anzac, Arden, Parkville, State Library and Town Hall
<b>Operations, Salaried, Administration and OCMS Employees</b>	Means all Employees employed under the conditions of this Agreement, with the exception of those Employees classified as Drivers, as defined in this Agreement.
<b>Regular Relieving / Annual Leave Relief</b>	Means Employees appointed to Annual Leave relief positions.
<b>Shift</b>	Means a turn of duty during which some period of actual work has been performed. It also includes a shift on which no work has been performed because the Employee was on paid leave attending a medical or other examination or an enquiry that may be required by the Company or attendance at courts of law in an official capacity.
<b>Unavoidable Necessity</b>	Includes circumstances where compliance is safety critical.
<b>Wherever practicable, as far as practicable (and any similar expressions)</b>	Means that arrangement must be made if it is reasonable to do so, for example if it can be done without: <ul style="list-style-type: none"><li>• Detriment to the customers' interest;</li><li>• Additional cost to the Company, which is unreasonable;</li><li>• Reducing the efficiency of the service.</li></ul>

#### 3.2 Relieving Expenses

3.2.1 Employees appointed to the regular relieving/annual leave relief positions are entitled to be paid relieving expenses as provided in Schedule C contained in the Agreement, subject to the following:

- (a) When relieving at a location (other than their home location) within the Company's electrified network are to be paid relieving expenses; and
- (b) Expenses are not to be paid for any period exceeding three (3) months when relieving for a period in excess of three (3) months at any one (1) place.

3.2.2 Relieving expenses are calculated on the basis of seven (7) days a week but are not payable during any period of absence from work without pay or on leave of absence

with pay apart from Public Holidays or time in lieu of Overtime.

### **3.3 Multiple Sign-On/Sign-Off Locations**

- 3.3.1 Customer Service (stations grades) Employees may be rostered to a particular sign-on/sign-off location (Home Location). In the event of an occupation or special event, alternative Home Locations can be rostered and in which case there will be no additional cost to the Company, including but not limited to: Relieving Expenses, Suburban Group Working, Travelling and Incidental Expenses or Travelling and Waiting Time.
- 3.3.2 Authorised Officers (**AO**) – The Company will sign on AO's at their home depots including attached satellite depots or other locations for training, special events without the need for an additional payment. Other locations, such as end of line can also be utilised by agreement, without the need for additional payment.
- 3.3.3 For Occupations and Disruptions, MTM can only sign on AOs away from their Home Depot for purposes not specified in 3.3.2 in case of an 'unavoidable necessity', without the need for additional payment.
- 3.3.4 Strictly for the purposes of this clause "Unavoidable necessity" includes circumstances where the Company has exhausted staff resources at the closest home depot(s).
- 3.3.5 Sign on locations for Authorised Officers and Multi Modal Authorised Officers will be included in deployments seven (7) days out from commencement. Subject to reasonable alterations such as Police Operations, Special Events, Absenteeism, unplanned disruptions or emergency occupations.

### **3.4 Disruption to Work Allowance**

- 3.4.1 An allowance is payable to eligible Employees who are required to perform their normal duties under abnormal conditions as a result of an approved and particular project for the renovating/restoring/upgrading/reconstructing of buildings or workshops, being undertaken at their place of work and they cannot be relocated.
- 3.4.2 Where Employees cannot be relocated and they are required to perform their normal duties in an existing office/building undergoing major structural or internal alterations, for not less than two (2) hours on a shift, such Employees are to be paid an allowance of as per Schedule C for each and every hour worked in those circumstances.
- 3.4.3 For the purpose of this clause a sustained abnormal condition occurs when Employees encounter a disruptive inconvenience caused by the use of power tools and equipment used during the construction activities.
- 3.4.4 When authorising such payment the Company is required to certify that the building alterations and renovations are such as to constitute changes in the work environment to the extent that they amount to a significant net addition to the work requirements of the Employee's concerned.

### **3.5 Limitation of Application – Senior Officers (SOs) and Professional Engineers (PEs)**

- (a) This clause shall apply to salaried and professional grades that are accorded the classified rates applicable to SOs or PEs. The provisions of this clause also apply to Employees who are in receipt of such payment on the basis of an approved acting in higher arrangement.
- (b) Provisions applicable to SO Division 8 and below, or PE Class 3 and below:
  - i. Employees who are in receipt of a salary equal to or below the annual

rate applicable for SO Division 8 or PE Class 3 (maximum) shall be entitled to the provisions contained in the Agreement, however, the provisions of subclause 3.11 (Overtime), clause 2.17 (Public Holidays), clause 3.17 (Time Worked on Saturdays and Sundays), and clause 2.15 (Shiftwork Allowances) shall only apply to Employees who are regularly rostered to work shiftwork and/or Overtime which requires them to be on duty on weekends and/or Public Holidays.

- ii. Where an Employee is not regularly rostered to work such shifts then the Company may approve application of any of the nominated clauses, which may include determining the rate of salary and the conditions of payment.
- (c) Provisions applicable to SO Division 9 and above or PE Class 4 and above:
  - i. Employees who are in receipt of a salary at the above rates of pay shall only be entitled to the provisions of the following clauses contained in this agreement:

<b>Clause 3.23</b>	Ordinary hours*
<b>Clause 2.6</b>	Annual Leave
<b>Clause 2.9</b>	Personal Leave
<b>Clause 2.8</b>	Parental Leave
<b>Clause 2.14</b>	Make-Up Time
<b>Clause 2.13</b>	Time In Lieu

*\* Subclause 3.23.2 does not apply to SO's Division 17 and above or PE's Class 5 and above.*

### **3.6 Meal Allowances**

Employees are to be paid a Meal Allowance in accordance with Schedule C of the Agreement when they work more than two (2) hours overtime at the completion of an ordinary shift, and then a further Meal Allowance for each five (5) hour period that the shift continues.

### **3.7 Suburban Group Working**

- (a) Employees in the grades of clerk, stationmaster and station officer, signaller or station assistant, whilst engaged on Suburban Group Working, are to be paid a Suburban Group Working daily allowance in accordance with Schedule C of the Agreement provided a minimum of three (3) locations, outside of their home location, are on their group relief roster.
- (b) This allowance is calculated on the basis of seven (7) days per week but is not paid during any period of absence from duty without pay or during any period of Annual Leave or during any period of other leave of absence with pay except for Public Holidays or a day in lieu of Overtime.

### **3.8 Guaranteed Payment**

- (a) Except for a part-time Employee, an Employee who is ready and willing and available for all work offering is to be paid each fortnight an amount equivalent to their ordinary hours at their ordinary rate of pay for their classification, excluding:
  - i. penalties for Shift Work and for Overtime, Saturday time, Public Holidays and Sunday time; and

- ii. any allowance representing the difference between the classified rate and the ordinary rate applicable whilst acting in a higher grade.
- (b) If the hours actually worked by the Employee fall short of the guaranteed minimum then payment for up to four (4) hours of an eleventh (11<sup>th</sup>) shift, with penalty at time and a half, may be used.
- (c) The guarantee for a part-time Employee will be the minimum agreed hours of work.
- (d) Where an Employee is absent from duty without pay on account of other than genuine illness or approved leave, the guarantee does not apply and payment will be made for time actually worked within the fortnight.
- (e) Employees who swap all or part of their daily or weekly rosters and reduce their fortnightly ordinary hours below seventy-six (76) hours will forfeit their guarantee in respect of the rosters that they have swapped.

### **3.9 Minimum Payment**

- (a) Any Employee who actually undertakes work on any day is to be paid a minimum of four (4) hours.
- (b) Any Employee who is rostered for work and who is subsequently informed that they will not be required that day is to be paid two (2) hours unless they have been given at least two (2) hours' notice in which case no payment will apply.

### **3.10 Excess Shifts**

- (a) Except as otherwise provided, all time worked by a full-time Employee on an eleventh (11<sup>th</sup>) or twelfth (12<sup>th</sup>) shift in any fortnightly pay period, is to be paid for at the rate of time and a half. Any portion of an eleventh (11<sup>th</sup>) or twelfth (12<sup>th</sup>) shift worked on a Saturday will be paid at the rate of double time.
- (b) Any time worked on a thirteenth (13<sup>th</sup>) or subsequent shift in any fortnightly pay period will be paid at the rate of double time.
- (c) Where an Excess Shift occurs on a Public Holiday then the Employee shall only be entitled to the payments under the Public Holiday clause.
- (d) For the avoidance of doubt, Personal Leave, Annual Leave and Public Holidays (leave of absence), Bonus Days will not count as a shift for the purposes of calculating Excess Shifts.

### **3.11 Overtime**

- (a) All Employees are required to work reasonable Overtime at the relevant Overtime rates.
- (b) An employee may refuse to work overtime if the request is unreasonable. To determine whether a refusal to work overtime is reasonable, the requirements of the *Fair Work Act 2009* (Cth) section 62(3) should be taken into account. This includes but is not limited to: any risk to the employee health and safety, the employee's personal circumstances, including family responsibilities.
- (c) A full-time Employee will be paid at overtime rates for all time worked in excess of eight (8) hours on any day, except by agreement of the work group.

- (d) Overtime for a part-time Employee is:
- i. A part-time Employee is to be paid Overtime for all time worked in excess of sixty four (64) ordinary hours in a fortnight; or
  - ii. A part-time Employee will be paid overtime rates for all time worked in excess of eight (8) hours on any day, except by agreement of the work group; or
  - iii. Time worked in excess of sixty four (64) ordinary hours per fortnight, except where the part-time Employee is filling a full-time role for a period in excess of one (1) week, in which case the provisions at clauses 3.10 (Excess Shifts) and 3.11(c) will apply.
  - iv. Where an employee has their shift extended, the employee will be paid at the overtime rate, for the additional hours worked. This is a stand alone provision.
- (e) The applicable overtime rates for full-time and part-time employees:
- i. **Monday to Saturday** – time and a half for the first four hours of overtime and then double time thereafter;
  - ii. Overtime worked on **Sunday** – double time;
  - iii. Overtime worked on a **Public Holiday** – double time and a half;
  - iv. Time and a half for any time worked in excess of sixty four (64) ordinary hours per fortnight for a part-time employee, except where the part-time Employee is filling a full-time role for a period in excess of one (1) week, in which case the provisions of clauses 3.10 and 3.11(c) will apply.
- (f) Nothing in this clause (3.11) will create a doubling up of the penalty payments being applied to an Employee. There will be no double dipping.

### 3.12 Acting in Higher Positions

- 3.12.1 An Employee who is required to perform the major functions and responsibilities of a role that carries a higher rate than their ordinary classification will be paid that higher rate for the actual hours worked.
- 3.12.2 If an employee is working at a station that requires a safe working qualification, but the employee is unable to perform all duties because they do not have the required qualification, they are to be paid one (1) grade below the lowest classified rate for the hours worked. An unqualified employee must not undertake safe working duties.
- 3.12.3 Any Employee who has acted in a higher position for the equivalent of twenty six (26) weeks' full-time of their rostered hours of work for any period or periods which amount to six (6) months (in any continuous twelve (12) month period) will be given a personal classification at the level of the higher position provided that the higher position does not have a permanent incumbent appointed to it. This does not include positions which are subject to an open recruitment process which commences from the date that the role is advertised; or where the Employee has been seconded to the role.
- 3.12.4 For the avoidance of doubt, clause 3.12.3 applies if the employee acts in a higher position and are of the same classification under this agreement.
- 3.12.5 Should an Employee receive a personal classification under clause 3.12.3 they will not have it reduced back to their former classification should the higher position be restructured or abolished. However, in order to retain their personal classification the Employee may be required to transfer to a suitable position up to the level of their

personal classification whenever one becomes available. In determining whether or not a position is considered to be suitable, the skills, attributes and qualifications of the Employee will be compared with those required of the vacant position. Other factors to be taken into consideration will be the distance of the new worksite from the Employee's home compared with their current travel patterns; whether the new position requires the Employee to make significant changes to their work practices, such as the working of shifts and; the physical requirements of the position. Where a vacant position is considered suitable and the Employee refuses to accept a transfer he/she will be reduced in classification to the level of the position that they are currently occupying.

3.12.6 Acting in Higher payment rates for Station Masters or Customer Service Officer Team Leaders acting as Senior Officers or Senior Officers acting in a Manager's role will be paid a rate agreed by both parties for the duration of the acting. Payment at higher rates will not apply if the employee is involved in Development Training.

3.12.7 Employees who have been acting in a higher position(s):

- (a) for a period of 26 weeks, during the fifty-two (52) week period during which their Annual Leave accrued, will be paid the highest grade during their Annual Leave.
- (b) For a period of less than 26 weeks during the fifty-two (52) weeks during which the Annual Leave accrued, the leave will be paid at the rate of their substantive role.

For the purpose of this clause, 26 weeks during the fifty two (52) weeks will be calculated as 114 actual shifts worked or 988 actual hours worked, whichever occurs first.

### **3.13 Rosters Development**

3.13.1 In relation to the development of future rosters and/or changes to an established roster including Night Network, the following shall apply:

- (a) Roster reviews should be used as an opportunity to address any current local arrangements for rosters which are problematic. A local working party will be established comprising of Company representatives and Union nominated representative(s) of impacted employees.
- (b) If it is intended to alter established rosters (e.g. Master Roster) or locations on a permanent basis, they will be subject to the consultation process in clause 1.10 with the involvement of the working party established in clause 3.13.1(a). The consultation period in relation to the development of future rosters and/or changes to an established roster must be a minimum period of 28 days unless otherwise agreed by the parties.
- (c) The development of any roster will take into consideration:
  - (i) the impact of fatigue;
  - (ii) minimising the rostering of single days off; and
  - (iii) maximising the opportunities for part time employees to convert to full time employees.
- (d) Part-time station staff rosters will not include single days off.

### **3.14 Notification of Change of Roster**

3.14.1 An Employee shall be required to be available to work shifts as determined by the Company from time to time. The following notice of change of shifts shall be given:

**(a) Permanent roster change**

At least twenty eight (28) days prior notice shall be given to Employees if it is intended to alter established rosters (i.e. Master Roster) or locations on a permanent basis after the process in clause 3.13 has been completed.

**(b) Short-term changes to rosters**

- i. A short-term change to rosters is to cover a short term absence or short term changes to operational requirements.
- ii. Employees subject to a short-term change to roster shall be given a copy of the rostered hours they are required to work at least two (2) weeks prior to the commencement of each roster.
- iii. At least forty-eight (48) hours prior notice shall be given to an individual Employee who is required to change a roster to cover short term absence, notwithstanding that the Employee may agree to such roster change with less notice.

**(c) Station Annual Leave Relievers**

- i. Station Annual Leave relievers shall be provided with a minimum of three months' notice by the Company before they commence their annual leave relief roster.
- ii. For the avoidance of doubt, annual leave relief rosters may still be subject to short-term changes under clause 3.14(b).

**3.15 Classifications**

- 3.15.1 An Employee may make application for a review of their roles and responsibilities during the life of the agreement.
- 3.15.2 Any review leading to a reduction in grade/level shall see the impacted Employee subject to Salary Maintenance provisions at clause 2.21 Salary Maintenance – Appointment of Redeployed Employee.
- 3.15.3 The classification levels for Employees covered by Part Three (Operations, Salaried, Administration and Engineering Employees) are set out in Schedule D of this Agreement.
- 3.15.4 The Company will ensure that an employee undertakes duties that are within the scope of their skills, competence and training.
- 3.15.5 No Employee will experience a reduction in their classification level through the implementation of the new classification structure.

**3.16 Work at a lower grade or classification**

The Company may require an Employee to perform work at a lower grade or classification for which they are competent to perform for periods of up to one (1) week at a time. An Employee's wages will not be reduced as a result of working at the lower grade or classification.

**3.17 Time Worked on Saturdays and Sundays**

- 3.17.1 Time on duty between midnight on Friday and midnight on Saturday is to be paid for at the rate of time and a half.

3.17.2 Time worked between midnight Saturday and midnight Sunday shall be paid for at the rate of double time.

3.17.3 Consecutive Sunday's may be rostered, but rosters will not comprise more than five (5) Sundays out of eight (8) rostered to work.

3.17.4 As far as practicable, Employees who have worked a shift on Sunday are to be provided with a rostered day off during the same week.

### **3.18 Authorised Officers (AO) – Attendance at Court**

When an AO is required to attend court in the ordinary performance of their duties, the AO will be paid in accordance with their rostered hours.

### **3.19 Intervals between Shifts**

3.19.1 Except in cases of Unavoidable Necessity every Employee is to be allowed off duty for at least twelve (12) hours or eleven (11) hours by mutual agreement after completing a full shift, or ten (10) hours minimum period off duty where the following shift involves non-safety critical work, e.g. training and meetings.

3.19.2 If an interval of less than eight (8) hours is deemed to be an Unavoidable Necessity, time worked on the following shift by a Station Master or Station Officer is to be paid at time and a half unless the interval was reduced because of the working of Overtime.

3.19.3 When determining the minimum hours break between periods of duty the Company will conform to the principles of fatigue management.

### **3.20 Lengths of Shifts**

Except in cases of an Unavoidable Necessity, shifts are to be completed within ten (10) hours and where practicable within nine (9) hours.

### **3.21 Meal Breaks**

Employees may be rostered off without pay for a Meal Break of not less than thirty (30) minutes and not more than one (1) hour.

### **3.22 Crib Breaks**

3.22.1 Where Employees do not receive a Meal Break as specified in clause 3.21, Employees may take a paid Crib Break of up to twenty (20) minutes during the shift.

3.22.2 Employees at one-up locations, who due to the operational nature of their job are unable to take a Crib Break, are entitled to be paid a Meal Allowance in accordance with Schedule C of the Agreement. Locations and shifts where payment of this allowance is applicable will be determined between the Parties. For the avoidance of doubt the payment will not be payable in the case of disruption or other extraordinary circumstance, unless the payment has been determined in accordance with this clause.

### **3.23 Ordinary Hours of Work**

3.23.1 The Ordinary Hours of Work for a full-time Employee are seventy six (76) per fortnight divided, as far as practicable, into not more than ten (10) working days or shifts each fortnight.

3.23.2 The Ordinary Hours of Work will be arranged so as to permit the taking of a rostered day off (**RDO**) which shall operate on the following basis:

- (a) fixing one (1) week day on which Employees at a location will be rostered off

during a four (4) week cycle over twenty eight (28) consecutive days); or

- (b) rostering each Employee off on one (1) week day of a four (4) week cycle over twenty eight (28) consecutive days.

3.23.3 The provisions at clause 3.23.2 do not apply to:

- (a) part-time Employees; or
- (b) Employees appointed at a rate in excess of SO Division 16 or PE Class 4 (maximum).

3.23.4 Full-time Shift Workers, who are subject to the limitations at clause 3.23.3 will be allowed to work nineteen (19) shifts of eight (8) hours over a four (4) week period.

3.23.5 Any other pattern of work, other than set out in clauses 3.23.2 or 3.23.4, will be subject to agreement between the Company and the local work group.

3.23.6 No Employee is to be booked off work for more than half an hour during the course of any shift, including time for a meal, between the hours of 2200 and 0600 unless agreed between the Company and the Employee.

3.23.7 For Employees who commenced employment with the Company after 24 August 2012, their EDOs/RDOs will not be counted for the purposes of determining Excess Shifts under clause 3.10.

### **3.24 Part-Time Employment**

3.24.1 An employee who is engaged to work for fewer ordinary hours than 76 per fortnight and who work a regular pattern of hours, is a part-time employee. This clause shall be read in conjunction with clause 2.1.3.

3.24.2 Before commencing part-time employment the Company must agree in writing with the employee the minimum number of ordinary hours to be worked in a fortnight which may be a specific number of hours or according to a roster. For employees employed on or after 1 July 2024, the minimum number of ordinary hours for part-time Employees will be fifty (50) hours per fortnight.

3.24.3 For part-time Employees employed by the Company before the Operation Date of this Agreement, if they do not wish for their minimum hours to be increased in line with clause 3.24.2 then they shall be permitted to remain on their current agreed hours.

3.24.4 For the avoidance of doubt, an employee employed on or after 1 July 2024 can make a written request to work lesser hours than the minimum specified in clause 3.24.2, with the agreement of the Company. Such agreement can be withdrawn by the Employee with twenty eight (28) days' written notice given to the Company.

3.24.5 The roster of a part-time employee, but not the minimum number of hours agreed, may be changed according to the needs of the Company in accordance with the notification requirements in clause 3.14.

3.24.6 The minimum agreed hours of work for a part-time employee must not be reduced without the agreement of the employee in writing.

3.24.7 The Company will roster a part-time employee on any shift for a minimum of four (4) consecutive hours.

3.24.8 Part-time employees will be paid ordinary rates up to 64 hours per fortnight. If the part time employee works in excess of 64 hours per fortnight, they must be paid at the overtime rate in accordance with clause 3.11(e).

3.24.9 Part-time Employees who were specifically engaged to work particular shifts (e.g. day shifts) may be required to work other shifts as part of a normal roster rotation.

3.24.10 This agreement applies to a part-time employee in the same way that it applies to a full time employee except as otherwise expressly provided by this agreement.

3.24.11 A part time employee is entitled to payments in respect of annual leave, personal leave, parental leave and long service leave, on a pro-rata basis.

**3.24.12 Part-time to Full-time transfer process (Station Grades only):**

Where a full-time Station Grades position becomes vacant and is approved by the Company for recruitment, a part-time employee working in the same grade and Station Master supervised location(s) as the vacant position will first be offered the opportunity to transfer to full-time to fill the vacant position before it is advertised internally. If there are multiple part-time employees that have the same grade and Station Master supervised location(s) as the vacant position, the offer to transfer to full-time will first go to the part-time Employee with the highest years of service. If the Company is unable to fill the full-time vacant position through the part-time to full-time transfer process in this clause, then it must follow the Location Transfer Process in clause 3.30.2 before it is advertised internally.

**3.25 Job Share**

3.25.1 Full time employees may voluntarily apply to participate in a program of Job Sharing. The Company reserves the right to cease this program at any time and limit the number of Job Share positions. Employee's ability to Job Share will be subject to the Company's approval and the following conditions:

**3.25.2 The Program:**

- (a) Where:
  - i. two (2) Qualified employees working at the same classification, agree to Job Share, one (1) will vacate their rostered position and share the full time rostered position of the other.
- (b) The two (2) participants must sign a Job Share Agreement which will be binding and the arrangement will not be reversible.
- (c) The division of working time will be agreed between the two (2) participants but will normally be split on a 50/50 basis.
- (d) The rotation between the two (2) participants will be no less than weekly up to a maximum of two (2) months. The two (2) participants will work on a full-time basis (average of thirty-eight (38) hours per week) during their respective rotations.
- (e) Where the two (2) participants are unable to agree on the split and rotation, the Company will decide the appropriate arrangement, which will be final.
- (f) Pay rates are the same as for full-time
- (g) Leave entitlements will accrue on a pro-rata basis.
- (h) Participants in a Job Share Agreement agree to work a reasonable amount of overtime in accordance with this Agreement.

### 3.25.3 Conditions

- (a) The Company will only accept applicants for Job Share that are deemed as suitable, and Job Share arrangements that are acceptable to the Company.
- (b) Time worked in a Job Share role will be deemed to be continuous.
- (c) Employees who apply will be considered for a Job Share role in order of the date of application.
- (d) Job Share participants who are members of any of the defined benefit superannuation schemes (Revised, New or Transport Superannuation funds), should be aware that working on a less than full-time basis, which reduces income, may affect their superannuation benefits. These schemes calculate final average salary based on the average salary over the last two (2) years prior to retirement unless they exercise the option of maintaining their previous contribution level.
- (e) In the event that the Job Share Agreement is dissolved the vacant position will be filled on a full-time basis in the normal manner under this Agreement.

### 3.26 Supplementary Labour Hire

- 3.26.1 Supplementary labour will be available to cover temporary excessive workloads caused by increases in work or for special programs, or where a particular skill is not available.
- 3.26.2 Prior to the engagement of supplementary labour, part time employees who have the appropriate skills, will be offered first opportunity to work additional hours. Where practical, the training or transfer of existing employees must be considered where:
  - (a) The skill requirement is long term; and
  - (b) The work is of sufficient volume to justify the training investment; and
  - (c) Work is otherwise captured by a classification in the Agreement.
- 3.26.3 When training of an existing employee under clause 3.26.2, is underway, supplementary labour may be used to address immediate excessive workload.
- 3.26.4 The Company must consult with employees (and/or their representatives) to conduct a review of the application of this clause, on an annual basis.
- 3.26.5 In the event of long term engagement (six months or greater) of supplementary labour, consultation with the relevant employees must occur, as soon as practical.
- 3.26.6 Supplementary labour shall be appropriately qualified to undertake the work required.
- 3.26.7 Station based employees – Occupations (including Project Occupations)
  - (a) This subclause applies to Station Grade employees engaged in any Occupation (including a Project Occupation).
  - (b) Where the Company has a Customer Service work requirement which occurs within the station precinct, it will offer that work to station based employees in the first instance, subject to fatigue management consideration, should those employees have the suitable skills, competence and training for the work that is on offer. This offer will be made across all locations and will include offering the work as overtime.

- (c) If the Company does not receive sufficient expressions of interest from its station grade employees, it can then engage supplementary labour to perform the required work.

### **3.27 Employee Safety**

- 3.27.1 Metro Trains recognises the difficult and potentially unpredictable environment in employees working in customer facing roles can experience from time to time.
- 3.27.2 Metro Trains commits to the elimination of employee assaults on the network through incident investigation, reporting and review. Debriefing sessions for serious workplace incidents shall occur with Health and Safety Representatives and union delegates.
- 3.27.3 Metro will undertake a risk assessment jointly with the RTBU at the stations where the highest incidents of physical and or verbal assaults and anti-social activity have occurred in order to rank and identify locations where staff are at the most risk and to prioritise counter strategies.

### **3.28 Trauma Counselling and Trauma Leave**

- 3.28.1 Where an Employee is witness to, or involved in, a traumatic incident which occurs in the course of the employee's employment, post-traumatic stress counselling is available for all Employees. Attendance will be mandatory.

A traumatic incident is:

- (a) a serious workplace incident
  - (b) an incident resulting in the death of a person
  - (c) an incident resulting in the near death of a person
  - (d) a serious collision involving a motor vehicle or a train
  - (e) natural disasters such as bushfires
  - (f) acts of violence such as an armed robbery or terrorism
- 3.28.2 In addition to clause 3.28.1, the Employee will be provided with up to five (5) days' paid leave, provided the Employee has sought trauma counselling through the Company's EAP and leave has been approved by the Company.
    - (a) During the Trauma Leave the Employee will be expected, if medically fit, to attend any meetings regarding the accident in hours that are mutually agreeable.
    - (b) During any period of Trauma Leave provided under this clause, the Employee is to be paid what they would have received for the normal rostered shift, including shift, pre-agreed Overtime, weekend and Public Holiday penalty payments and allowances for the first five (5) days not including the day of the incident.

### **3.29 Job Security**

- 3.29.1 No employee covered by Part Three (Operations, Salaried, Administration and Engineering Employees) will be made forcibly redundant over the life of this Agreement, which nominally expires on 30 June 2027. For the avoidance of doubt, where anything in clause 2.5 conflicts with this clause, this clause prevails.

3.29.2 The objective of this clause is to maximise the deployment of staffing resources to meet the demands of a growing network including recognition of changing customer needs, the challenges of the introduction of new technology, commitments to safety and recognising the need for employee flexibility/adaptability, and continuous improvement.

3.29.3 The Company will provide long term sustainable employment for Employees however this may mean changes to roles and job functions, where this does occur the parties shall jointly pursue security of employment for permanent employees, both full time and part time through reskilling and/or retraining and affected Employees shall be given preference for redeployment opportunities.

3.29.4 In considering redeployment opportunities for the affected Employee, the Company will identify suitable vacant roles of a similar classification level located within a reasonable distance to the employee's current work location or their place of residence.

The Company must provide all relevant details associated with the suitable vacant role in writing to the affected Employee and their representative (if any) including the roster, work location and classification level. The Company agrees to consider and respond to issues raised by the affected Employee and their representative (if any).

The Company will provide a reasonable timeframe for the affected Employee to respond to any job offer which may arise through this process.

Where the affected Employee expresses an interest in roles outside of their approved grade/role, the Company will have regard to the employee's suitability for the vacant roles based on the employee's level of skills, competence and training.

3.29.5 Metro Trains will continue to staff Premium Stations as part of the Night Network.

3.29.6 Metro Trains commits to maintaining station Control Desks and Booking Offices throughout the life of the Agreement.

### **3.30 Training and Development and Career Progression**

3.30.1 The Company will ensure that training, including training in the workplace, is provided to facilitate employees attaining the relevant competencies in line with the classification table in Schedule D of this Agreement.

#### **3.30.2 Location Transfer process (Station Grades only):**

- (a) Station Grades Employees will be eligible to register, in writing, their interest in transferring to another location within their current grade and work type via the Location Transfer Process. Where a Station Grades position becomes vacant and is approved by the Company for recruitment, registered Employees will be offered the opportunity to transfer to the vacant position before it is advertised internally. If multiple registered employees express an interest for the same vacancy, the offer to fill that vacancy will go to the registered Employee with the highest years of service. In the case of a full-time Station Grades vacancy, the Location Transfer Process under this subclause will only apply if the Company has been unable to fill the vacant position through the Part-Time to Full-Time Transfer Process specified in clause 3.24.12.
- (b) A Station Grade Employee is not eligible to register their interest under subclause (a) if they have previously been transferred under the Location Transfer Process within the last twelve (12) months.
- (c) The 'invitation' window will be open twice a year for Station Grades Employees to register their interest under subclause (a).

### 3.30.3 Internal Recruitment

Where a vacancy arises within the Operations, Salaried, Administration and Engineering classifications covered by Part 3 of this Agreement, the vacant position will be advertised to internal candidates in the first instance via the approved Company internal advertising mediums eg: intranet. Priority for recruitment into vacant positions will be given to suitably qualified internal applicants. For the avoidance of doubt, suitably qualified will mean a candidate who has served at least twelve (12) months in their current role and met the prerequisites outlined in Schedule D and the requirements set out in clause 3.30.4. Should no internal applicants be suitable for the role, the position will be advertised externally. The RTBU will be notified in writing with 7 days notice prior to any external advertisement relevant to this clause 3.30.3 (this will not apply to Leading Station Assistant (LSA) positions). Unsuccessful internal applicants will be invited to register for a feedback session against the prerequisites outlined in Schedule D and the requirements set out in clause 3.30.4 and will be invited to complete a career development plan.

### 3.30.4 Applicant/Candidate requirements

The following requirements are relevant to internal candidates for the purposes of clause 3.30.3:

- Must apply for an advertised vacancy within the specified timelines.
- Internal applicants must have held the same position at MTM for a minimum of twelve months, are required to inform their current manager prior to applying for a role and keeping their manager updated with their application progress.
- Required to participate in the recruitment and selection process.
- Shall provide/disclose relevant information regarding employment by MTM.
- Required to participate in pre-employment checks.
- Shall accept or decline an offer.
- Will participate in on boarding activities.
- Must declare any potential, perceived or actual conflict of interest in the selection process to Talent Acquisition Specialist and People Business Partner.

3.30.5 Vacancies arising in Station Master Grades will be exclusively recruited from the Station Grades.

3.30.6 AO Crew Leader and AO Team Leader roles will be exclusively recruited from the Authorised Officer Grades.

3.30.7 The Company will provide training for the Operations, Salaried, Administration and Engineering classifications covered by Part 3 relevant to the competency of the role as defined in the classification table.

## 3.31 Counselling and Disciplinary Procedure

### 3.31.1 Procedure

- (a) Depending on the nature of the allegation, the Company may:
  - i. conduct an investigation;
  - ii. dismiss the allegation without conducting an investigation; or
  - iii. speak informally with the employee.
- (b) If the Company investigates the allegation, the Employee will be notified in writing:
  - i. of the nature of the allegation made and the relevant details which were provided in support of the complaint, which may be subject to a

- requirement to maintain confidentiality;
- ii. when, where and how it is proposed that the investigation will proceed including the date of a meeting with the Company; and
- iii. that the investigation may result in disciplinary action, including termination at a later date.

#### 3.31.2 Notification

- (a) The Employee will not be required to respond to the matters in the notification until the meeting with the Company, but may respond in writing prior to the time of the meeting.
- (b) The Employee will have at least three (3) working days on receipt of the Company's notification and any scheduled formal meeting. The Employee may arrange for a support person/representative to attend the meeting if they wish to.

#### 3.31.3 Suspension or Transfer to Alternate Role

- (a) If the Company considers it is appropriate, having regard to the nature of the allegation during the investigation, the Company may elect to:
  - i. suspend the Employee from normal duties;
  - ii. temporarily transfer the Employee to alternative duties; or
  - iii. temporarily transfer the Employee to an alternative work location.
- (b) The Company will advise the Employee in writing of suspension or transfer and the period over which it extends.
- (c) The Employee will continue to receive the same salary as per their ordinary role for this period of suspension or temporary transfer. This requirement does not apply where a positive drug and alcohol test is confirmed by a laboratory test.

#### 3.31.4 Meeting

- (a) The Employee must attend all meetings as directed and cooperate and answer all questions truthfully in any investigation into the allegation.
- (b) The Employee must not hinder the Company's ability to conclude the investigation effectively.
- (c) The Employee may have a support person/representative present at all meetings that relate to the allegation. It is the Employee's responsibility to make any necessary arrangements for their attendance.
- (d) The unavailability of a support person/representative is not sufficient reason to postpone a meeting. A support person/representative may advocate for the Employee but any person who disrupts a meeting will be required to leave the meeting and the meeting will proceed without them.
- (e) At the meeting the allegation will be discussed.
- (f) All matters that are relevant to the allegation will be put to the Employee, and the Employee will be given sufficient time and the chance to respond.
- (g) If necessary there may be more than one (1) meeting with the Employee.

#### 3.31.5 Disciplinary Action

Where allegations of unacceptable behaviour, misconduct or serious misconduct are

substantiated, the Company will give consideration to the particular circumstances in determining the appropriate disciplinary action.

#### 3.31.6 Counselling or Additional Training

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

#### 3.31.7 Warning, demotion or transfer

- (a) The Company may give the Employee a written warning that any repetition of behaviour which is unacceptable, or which constitutes misconduct, may lead to further disciplinary action, further warning or termination of employment.
- (b) Where a written warning is issued and a period of 12 months elapses without further written warnings, the Company will not take this into account when determining the employee's suitability for promotion or further disciplinary action. However, if the employee repeats this behaviour in successive years, this clause will have no effect. The warning will remain on file.
- (c) If there have been no further warnings (issued under this clause) after a period of five years, the warnings will be expunged.
- (d) The Company may demote or transfer the Employee. The final decision will be determined by the Company.
- (e) The Employee will be notified in writing of the decision and the date on which it will take effect.

#### 3.31.8 Termination

- (a) The Company may terminate the Employee's employment if:
  - i. the Employee has already received a prior warning or warnings in relation to unacceptable behaviour or conduct; or
  - ii. the Employee's behaviour or misconduct is serious.

### 3.32 Grievance Procedure (Fair Treatment)

#### 3.32.1 Objective of Fair Treatment System

The objective of this system is to provide Employees with access to a system of review when there is a belief an Employee has been treated unfairly. The Company is firmly committed to ensuring that this system shall provide for an orderly, fair and speedy mechanism to resolve issues. Issues dealt with under this system are non-industrial and of a personal nature. At any stage in this process the Employee has the right to appoint another person to act on their behalf in relation to resolving the matter. This person may be a Union representative. For the avoidance of doubt, this Grievance Procedure shall not apply to any matters relating to recruitment.

#### 3.32.2 Procedure for Fair Treatment

The procedure for handling issues of a non-industrial, personal nature is as follows:

- a) In the first instance an Employee should discuss the issue with their supervisor.
- b) If the matter remains unresolved, then they can refer the matter to their manager.
- c) If the matter is still unresolved, or the Employee feels that they are not receiving fair treatment, then they should inform their manager and arrange to talk with next level senior manager in the organisational structure as appropriate.

d) If the Employee still feels that they are not receiving fair treatment, or if their Department Manager has not become involved within fourteen (14) days the matter can be referred by either party for mediation. The Company, Employees and their nominated representatives (if any) will participate in the mediation process in good faith. The Company, Employees and their nominated representatives (if any) will agree on a mediator considered appropriate to mediate the issue.

3.32.3 As soon as is practicable (usually within twenty four (24) hours) after the Employee has initiated a step in the process, the Employee will be advised of how and when the issue will be addressed.

3.32.4 Where a grievance exists and whilst that grievance remains unresolved and is being addressed through this procedure, the Company and relevant Employees will return to the situation and arrangements that existed prior to the issue which caused the grievance, such that no party is prejudiced during the process to resolve the matter.

3.32.5 If matters cannot be resolved under this process, the Employee has recourse to the Dispute Resolution Procedure, provided that any matter resolved through arbitration will be private and will not set a precedent for other Employees.

### **3.33 Major Projects**

The parties agree to have a senior representatives meeting on a six monthly basis to discuss the program of major projects. The meeting shall involve the Company's Chief Operating Officer, General Manager – Passenger Experience, General Manager – Operations, and the RTBU's Branch Secretary and Divisional Secretaries. Relevant government stakeholders shall also be invited to attend, however attendance will be at the absolute discretion of those stakeholders.

### **3.34 Climate Change**

3.34.1 The parties agree to meet quarterly during the life of this Agreement to discuss matters related to climate change.

3.34.2 In the event that an employee is directly impacted by a natural disaster, the Company will approve an employee's application to access available paid leave (e.g. available annual leave) to respond to the natural disaster.

### **3.35 Train Dwell Initiatives**

The parties to this Agreement will continue to develop and consult on a range of initiatives around reducing train dwell times at problematic stations. The parties agree to monitor the application of initiatives such as train and crowd control, platform announcements and wheelchair assisted boardings etc.

### **3.36 Medical Redeployment**

3.36.1 If an Employee covered by Part Three of this Agreement is no longer able to meet the Rail Safety medical requirements of their role, the Company will offer a list of vacancies across the divisions of the Company. If the Employee expresses an interest in a vacant position which does not require more than three months of training to be competent for it, then the Company will redeploy that Employee to that vacant position.

3.36.2 If the redeployment opportunity relates to a vacant LSA position, that opportunity will be offered on a full-time basis and will be subject to a six-month probation period and review.

3.36.3 Any redeployment opportunity offered by the Company under this clause is subject to the Employee meeting the relevant Rail Safety medical requirements for that role.

### 3.37 Bonus Days

3.37.1 The Company has agreed to provide bonus days leave phased in over the life of the Agreement. These bonus days\* will take effect in the following manner:

- (a) 1 bonus day granted in the period 1 July 2024 to 30 June 2025;
- (b) 2 additional bonus days granted in the period 1 July 2025 to 30 June 2026 (3 bonus days in total)
- (c) 2 additional bonus days granted in the period 1 July 2026 to 30 June 2027 (5 bonus days in total)
- (d) Thereafter, 5 bonus days will be granted for the period 1 July to 30 June each year.

*\*Number of Bonus Days specified above are based on the Employee working a full financial year with the Company. Bonus Days will be pro-rated where the Employee works part of a financial year that is specified above.*

3.37.2 The taking of the benefits of this scheme is to be made available to Employees as from 1 December each year and the Company will ensure that every opportunity is given to Employees to take this leave. This leave will not be granted in advance. Upon commencement of the scheme in the period 1 July 2024 to 30 June 2025, the bonus leave for Employees who start after 1 July that year (and each subsequent year the scheme applies) will be on a pro rata basis.

3.37.3 Leave must be taken within twelve (12) months from the date the leave is made available, does not accrue (except in circumstances where the employee has made reasonable efforts to apply in line with the leave application process for the bonus leave and/or the Company has refused the bonus leave), and is not paid out on termination of employment.

3.37.4 For the purposes of this clause, payment for one Bonus Day taken means an amount calculated in accordance with the Employee's rostered/ordinary hours and excludes any incentive based payments, shift allowances or penalty rates. A Bonus Day does not count as a shift for Excess Shift purposes.

### 3.38 Professional Engineers Registration

3.38.1 In accordance with the requirements of the *Professional Engineers Registration Act 2019* (Vic) (**Engineers Act**), the Company will support all eligible employees, who the Company requires to become Registered Professional Engineers under the Engineers Act, with financial support for the cost of attaining and maintaining registration, including undertaking relevant CPD.

3.38.2 The Engineers Act may require the Company to ensure that an Employee must obtain and/or maintain Registered Professional Engineer status (RPEng) in order to fulfill their role with the Company. Where an obligation arises under the Engineers Act, the Company will:

- (a) support the attainment of Registered Professional Engineer status (RPEng) by its Employees; and
- (b) reimburse assessment and renewal costs upon the successful attainment of RPEng status.

3.38.3 For clarity, it is the intent of this clause that Employees will not be out of pocket when required by the Company to attain and retain RPEng status. This may include the provision of paid time to attend continuing professional development obligations arising under the Engineers Act.

### **3.39 Payroll Error**

- 3.39.1 This clause 3.39 does not apply until 12 months after this Agreement commences operation.
- 3.39.2 In this clause, 'administrative error' means where there has been a shortfall in wages paid to an employee due to an error made by the Company in processing their wage payment. It does not include any issues arising from differences of interpretation regarding this Agreement or where the Payroll function (or any future iteration thereof) has insufficient or inaccurate information to process payments in full.
- 3.39.3 Employees will be paid fortnightly by electronic funds transfer to the Employees nominated bank account.
- 3.39.4 Where there is a shortfall in wages paid to an employee due to an administrative error, the Employee has three (3) working days to raise the error with supporting evidence to the Company.
- 3.39.5 The Company has seven (7) working days to investigate and confirm in writing to the employee if a shortfall has occurred and what payment is required.
- 3.39.6 If the employee is owed monies to the value of \$50.00 or more, the Company will process an out of course payment to rectify that shortfall within 72 hours of providing the employee with written confirmation of the shortfall by way of out of course payment.
- 3.39.7 The 72 hour period will temporarily cease in the following circumstances:
- (a) Where the Company disputes the existence of an administrative error on reasonable grounds (and the affected employee has been notified in writing) until such time as the dispute has been satisfactorily resolved; and
  - (b) Between 5.00pm on Friday and 9.00am on Monday of each week.
  - (c) The loss of the payroll system (due to circumstances outside the Company's control).
- 3.39.8 Where an out of course payment in connection with an administrative error is not made within the 72 hour period, the employee will receive an additional allowance of \$250.00 paid in the next pay cycle. This allowance will apply in each pay cycle until the shortfall has been rectified.

## 4. EMPLOYMENT CONDITIONS: DRIVERS

This section applies to the Driver Grades as specified in clause 4.1. Any reference in this section to “Employee” or “Employees” is a reference to Driver Grades as specified in clause 4.1.

### 4.1 Definitions

<b>Trainee Driver</b>	A Trainee Driver who has successfully completed, or is undertaking, all necessary theoretical training and evaluation and is authorised as proficient to perform the required driving duties with an On The Job Trainer (OJT).
<b>Qualified Driver Level 1</b>	An employee who has successfully completed the Certificate IV in Train Driving and has sole responsibility for all safe-working on the train and relevant knowledge for the parts of the Metropolitan Rail Network on which they are required to drive.
<b>Qualified Driver (SPOT)</b>	After six (6) months at Qualified Driver Level 1, an assessment of the Driver's competence and performance will be conducted by the Head of Quality Assurance and the relevant Group Manager or their nominated representative, who will assess the Driver's competency performance and safe working record. If the assessment is successful, the Qualified Driver Level 1 will be progressed to a Qualified Driver (SPOT) Level. If the assessment is unsuccessful, progression to Qualified Driver (SPOT) Level will be subject to successful completion of Driver Development/Performance Plan.
<b>On Job Trainer (OJT)</b>	Provides in-field practical and theoretical training to Trainee Drivers and Qualified Drivers, including the provision of minor briefings to support remedial and refresher training.
<b>Train Services Officer (Driver Trainer Specialist)</b>	Develop, maintaining, assess and deliver driver training.
<b>Train Services Officer (Principal Driver)</b>	Conduct audits, assessments, training, investigations and reporting to ensure Drivers maintain competencies and safety standards.
<b>Home Depot</b>	The Depot to which the Driver is permanently appointed.
<b>Core Times</b>	Define the specific core times during which Employees commence and cease duty at Flinders Street.

### 4.2 Secondment

- 4.2.1 The process for the secondment of qualified employees within the Agreement. Secondments may become available for Qualified Drivers, On Job Trainers, Train Service Officers (Driver Trainer Specialist) and Train Service Officer (Principal Driver).
- 4.2.2 Seconded employees at Depots, will have their positions filled when the secondment is longer than six (6) months.
- 4.2.3 Where a Driver Trainer Specialist or Principal Driver is seconded for a period not exceeding 24 months will be exempt from this clause.
- 4.2.4 Prior to the completion of the secondment, the Company will provide the Employee with a permanent role with the position, or alternatively, transfer the Employee back to their original role prior to the secondment.
- 4.2.5 At any stage prior to the completion of the secondment, after giving four (4) weeks' notice, the Employee may choose to return to their original role prior to the secondment. Subject to a replacement appointed to the role, the Company will

transfer the Employee back to their original position.

4.2.6 Secondments due to Parental Leave or long-term absence due to ill health are exempt from the six (6) month time frame set out in clause 4.2.2.

4.2.7 Where an Employee is seconded to a position for 24 calendar months, on a continuous or aggregate basis, within a 36 calendar month period, and whether the Employee performs work part-time or full-time or is on annual leave or long service leave in that period, the Employee will be offered the position they are seconded to permanently. This clause does not apply to project facilitation positions and the backfill for those positions.

### **4.3 Relieving Expenses**

4.3.1 Employees who are requested to relieve in depots at locations outside of their zone (as per clause 20(e) of Schedule 1) will be paid work related vehicle expenses per kilometre in accordance with the Australian Tax Office Schedule.

(a) For off roster / DDO shift – the distance will be calculated from the Employee's home depot to the alternate location and return, provided it is not contained within their zone.

(b) For regular rostered hours (Normal shifts) – the distance will be calculated from the Employee's residential address to the alternate location and return, provided it is not contained with their zone.

4.3.2 Employees who volunteer to relieve in depots at locations other than their Home Depot or who are required to work at an alternative depot under clause 1 Schedule 1 will be exempt from clause 4.3.1.

4.3.3 Employees working within their appointed Group Rotation Zone (as defined in clause 10(b) of Schedule 1) will be exempt from clause 4.3.1.

4.3.4 The volunteer list will be reviewed from time to time to ensure it does not undermine this process.

### **4.4 Guaranteed Payment**

4.4.1 Employees who are ready, willing and available for all work offering on each of their first ten (10) shifts in any one (1) fortnightly period, or all shifts offered if their normal fortnightly roster is divided into less than ten (10) shifts are to be paid the guaranteed payment for that fortnight.

4.4.2 The guaranteed payment is to be paid as if the Employee had worked each of their first ten (10) shifts that fortnight and as if they had worked for a minimum period of eight (8) hours on each shift (or seven point six (7.6) hours for Employees who are excluded under sub-paragraph 4.8.3), but is not to include:

(a) Penalties for shift work, Saturday time, Sunday time and Public Holidays;

(b) Penalties for Overtime in the case of Employees whose normal fortnightly roster is divided into less than ten (10) shifts; or

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

4.4.3 Employees, are not entitled to the Guaranteed Payment for any fortnightly period during which they are absent from duty, without the approval of the Company.

4.4.4 The Guaranteed Payment will not be available in any fortnight where an Employee has been stood down in accordance with clause 4.15 Stand Down.

- 4.4.5 Full-time Employees who are ready, willing and able for all work offering on each of their first ten (10) shifts in any one fortnightly period are to be available, if required, to work during that period.

#### **4.5 Overtime**

- 4.5.1 For the purpose of this clause ordinary shift means a shift worked from the first (1<sup>st</sup>) to the tenth (10<sup>th</sup>) shift inclusive in a fortnightly pay period, or all shifts offered if the normal fortnightly roster is divided into less than ten (10) shifts, and **Excess Shift** means a shift worked in excess of the tenth (10<sup>th</sup>) in the same fortnightly pay period, or all shifts offered if the normal fortnightly roster is divided into less than ten (10) shifts.

- 4.5.2 Overtime is:

- (a) Time worked on an ordinary shift after eight (8) hours (or seven point six (7.6) hours for Employees who are excluded under sub-paragraph 4.8.3), or if the normal shift roster is divided into less than ten (10) shifts, an amount equivalent to the ordinary hours for the shift, from time signed on and is to be paid at the rate of time and a half for the first three (3) hours and double time thereafter.
- (b) Time worked on a first or second Excess Shift in a fortnightly pay period is to be paid at the rate of time and one half except for any time on an Excess Shift which is on a Saturday which is paid at the rate of double time. Any time worked on an additional Excess Shift in the same fortnightly pay period is also to be paid at the rate of double time.
- (c) For the avoidance of doubt, Personal Leave, Annual Leave and Public Holidays (leave of absence) will not count as a shift for the purposes of calculating Excess Shifts.

- 4.5.3 All Employees are required to work reasonable Overtime as required by the Company provided they are paid the relevant Overtime rates.

- 4.5.4 Employees who work more than two (2) hours Overtime, at the completion of an ordinary shift, are to be paid a Meal Allowance as provided in Schedule C of the Agreement.

#### **4.6 Suburban Allowance**

Employees regularly employed driving suburban electric trains in the Melbourne Metropolitan Rail Network and who are qualified to drive under the Metro Signalling and Safe Working System are to be paid a Suburban Allowance in accordance with Schedule C of the Agreement, per shift for all rostered shifts for which they are ready willing and able to perform all of the functions required of that position. This allowance does not apply to Trainee Drivers.

#### **4.7 Rosters and Hours of Work**

- 4.7.1 All Employees are required to work a rotating roster which includes day, afternoon and night shifts.

- 4.7.2 Employees shall be allowed a minimum period off duty of twelve (12) hours except where:

- (a) the previous shift was for a period of four (4) hours or less or in special cases of emergency requiring earlier attendance; or
- (b) eleven (11) hours minimum period off duty where the following shift involves non- safety critical work, e.g. is not a driving shift.

The Company shall determine whether the emergency requires earlier attendance.

- 4.7.3 Employees shall be provided with a meal break of not less than twenty (20) minutes, excluding walking time, without deduction of pay, such break to commence between the completion of three (3) and five (5) hours on duty except in cases of unavoidable necessity.
- 4.7.4 If Employees are unable to take their meal break(s) during their rostered shift, they will be able to claim a wasted meal allowance as per Schedule C of the Agreement. If an Employee takes a meal break during the rostered shift, they cannot claim a wasted meal payment.
- 4.7.5 Rosters may comprise of alternating rotations on a fortnightly (2 weeks) or monthly (4 week) basis, by agreement between the Company and at least 75% of the affected employees of the outstation depot or Flinders Street roster group, which was determined via a process agreed to by the Company and the Union. These rotation changes can be at the local depot level and may not apply to all locations or Metro Operating Groups. For avoidance of doubt, these rotation options can be considered for Flinders Street individual roster groups.

#### **4.8 Ordinary Hours**

- 4.8.1 With the exception of part-time Drivers, the Ordinary Hours of work shall be seventy-six (76) per fortnight divided into not more than ten (10) shifts.
- 4.8.2 The Ordinary Hours of work shall be arranged so as to permit the taking of a rostered day off which shall operate on one (1) of the following basis:
- (a) Fixing one (1) week day on which Employees at a location will be rostered off during a four (4) week cycle over twenty-eight (28) consecutive days; and
  - (b) Rostering each Employee off on one (1) week day of a four (4) week cycle over twenty-eight (28) consecutive days.
- 4.8.3 Clause (4.8.2) above does not apply to Trainee Drivers, part-time Drivers and Job-Share Drivers.

#### **4.9 Calculation of Shifts**

Employees can work twelve (12) shifts where two (2) days of Personal or Annual Leave are involved. This would permit them to be paid for twelve (12) active shifts and up to two (2) days of leave in the fortnight where there may be a Driver shortage.

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

- 4.10.1 Other than Employees excluded under clause 4.8.3, Employees will work to a master rotation of nineteen (19) days per month. However, individuals may elect, giving a minimum of forty-eight (48) hours' notice, to be unavailable for duty on their respective DDO as marked on the master rotation.
- 4.10.2 DDO's will be rostered evenly throughout the master roster (Monday through Sunday).
- 4.10.3 DDO's will be clearly identified on the rotation.
- 4.10.4 Preference will be given to worked shifts equalisation when allocating Overtime shifts.
- 4.10.5 Permanent swaps will be as set out in Schedule 1 of the Agreement.
- 4.10.6 Employees must take their DDO with them; permanent early shift to work one (1) late shift per four (4) week cycle; DDO not to be moved outside current week.
- 4.10.7 Should an Employee work on the DDO, the payment for this day will attract a stand-

alone payment for the Discretionary Rostered Day. The DDO will not be moved to another day.

4.10.8 Where a DDO is worked normal penalty provisions will be paid in addition to the stand alone payment.

#### **4.11 Part-Time Drivers**

4.11.1 Part-time Drivers are those who work a regular pattern of hours which are less than seventy-six (76) a fortnight.

4.11.2 Before commencing part-time employment the hours of work are to be agreed between the Company and the part-time Driver.

4.11.3 The hours of work will be for a specific number of shifts according to a roster.

4.11.4 Where a part-time Driver works to a roster the days or time of work may be subsequently varied according to the needs of the Company however the part-time Driver must agree if the average hours of work increase.

4.11.5 The terms of the Agreement in relation to leave entitlements apply pro rata to part-time Drivers.

#### **4.12 Part Time Shift Drivers**

4.12.1 Ordinary hours of work for a Part Time Shift Driver shall be a minimum of forty (40) hours per fortnight divided into not more than ten (10) shifts. The minimum shift length shall be four (4) hours.

4.12.2 Before commencing as a Part Time Shift Driver, the hours of work are to be agreed between the Company and the Part Time Shift Driver in writing.

4.12.3 Where a Part Time Shift Driver works beyond their ordinary hours of work they shall be paid at their ordinary rate of pay for each additional hour worked up to 38 hours in total for the week. Any hours worked in addition to 38 hours for the week shall be paid at the applicable overtime rates in accordance with clause 4.5.

4.12.4 Subject to subclause 4.12.1 above, ordinary hours of work for part-time shift drivers can be rostered to a maximum of seven point six hours (7.6 hours) per day up to ten (10) shifts per fortnight.

4.12.5 Part time Shift Drivers will not be rostered more than one (1) shift per calendar day.

4.12.6 All other terms and conditions in the Agreement for Driver Grades shall apply to Part-Time Shift Drivers except for the following clauses:

- (a) Clause 4.4 – Guaranteed Payment;
- (b) Clause 4.10 – Discretionary Rostered Day Off (DDO)

4.12.7 The terms of the Agreement in relation to leave entitlements apply pro rata to Part Time Shift Drivers.

4.12.8 For the avoidance of doubt, the Part Time Shift Driver shall not be entitled to the daily eight (8) hour guarantee applicable to Part-time drivers covered under clause 4.11 and full time Drivers.

4.12.9 The number of new Part Time Shift Drivers recruited externally (i.e. who did not hold a position in any of the Driver Grades under this Agreement immediately prior to the Part Time Shift Driver appointment) shall not exceed 50 for the life of this Agreement.

- 4.12.10 For the avoidance of doubt, no cap shall apply on the number of Part Time Shift Driver conversions, i.e. existing Full-time Drivers converting to a Part Time Shift Driver which can only occur by mutual agreement.

#### **4.13 Saturday and Sunday Work**

- 4.13.1 Saturday time is time on duty between midnight on Friday and midnight on Saturday. Except where otherwise provided, time worked on Saturday is to be paid at the rate of time and one half.
- 4.13.2 Sunday time is time on duty between midnight on Saturday and midnight on Sunday and except where otherwise provided time worked on Sunday is to be paid at the rate of double time.
- 4.13.3 Consecutive Sundays may be rostered but rosters will not comprise more than five(5) Sundays out of eight (8) rostered to work.

#### **4.14 Redeployment Due To Medical reasons**

- 4.14.1 An Employee may have their salary maintained where they are redeployed to a lower classified role where they are not able to meet the inherent requirements of their substantive role due to medical reasons. In this circumstance, an Employee's rate of pay will not be entitled to increases due under the Agreement until such time as the maintained rate is exceeded.
- 4.14.2 Where an employee accepts a role at a lower rate within another division, their annual leave and long service leave will be preserved at the rate it was accrued, immediately prior to redeployment. Future accruals will be at the applicable rate of the new role.

#### **4.15 Stand Down**

- 4.15.1 The Company may deduct payment for any time during which Employees cannot be usefully employed in the type of work in which they are usually employed, because of any strike or lockout by any persons whomsoever, or any other cause whatsoever for which the Company cannot justly be held responsible, subject to the following conditions:
- (a) When the Company proposes to use stand downs it will notify the Employees affected. During the period this notification remains in force the Employees affected are deemed to be stood-down;
  - (b) Employees who are stood-down will be treated for all purposes, other than payment of wages, as otherwise having continuity of service and employment;
  - (c) At any time during the period they are stood down Employees may terminate their employment without notice and will be entitled to receive as soon as practicable, all wages and other payments to which they are entitled up to the time of termination. Where this occurs they are to be treated as if their employment had been terminated by the Company without default of the Employee other than payment in lieu of notice;
  - (d) Employees who are stood-down are able to take other employment in which case it is a reasonable excuse for not reporting for duty after being notified that they are required to attend for work because they are working out a period of notice not exceeding one (1) week which they are required to give in such other employment. If required by the Company, the Employees are to provide a statutory declaration setting out details of any other employment;

- (e) Employees whom the Company proposes to stand-down are entitled to take any accrued leave except where they are engaged in industrial action as defined by the *Fair Work Act 2009* (Cth); and
- (f) The Company will not deduct payment for any Public Holiday which occurs during the period in which Employees are stood down and for which payment would otherwise be due except if they have been paid for the Public Holiday in other employment. If required by the Company, Employees claiming payment for a Public Holiday are to provide a statutory declaration setting out details of other employment during this period and the remuneration received.

#### **4.16 Trauma Leave**

- 4.16.1 When an Employee is involved in a serious collision involving their rail vehicle, the Employee will be provided with up to five (5) days paid leave, including any additional shift rostered within the forty-eight (48) hour notice period, provided he or she has provided a medical certificate and/or has lodged a WorkCover claim, or has otherwise advised the Company.
- 4.16.2 Post-traumatic stress counselling is available for all Employees. Attendance will be optional, but is recommended. During the first five (5) days the Employee will be expected, if medically fit, to attend any meetings including the loss assessor interview, in hours that are mutually agreeable.
- 4.16.3 During any period of Trauma Leave, the Employee is to be paid what he or she would have received for the normal rostered shift, including shift, weekend and Public Holiday penalty payments and allowances for the first five (5) days not including the day of the accident.

#### **4.17 Parental Leave - Competency incentive training**

- 4.17.1 To avoid the potential loss of accreditation, an Employee who is continuously absent for at least six (6) months on paid and unpaid Parental Leave (e.g. at least three (3) months after the conclusion of the paid fourteen (14) weeks paid Maternity Leave period) will be eligible for a special one-off Training Continuity Incentive.
- 4.17.2 An Employee who takes Parental Leave of at least six (6) continuous months, including paid and unpaid leave, may lose safe working accreditation and training and operational currency. They will then require a period of retraining on resumption of duty.
- 4.17.3 An Employee who maintains Safeworking Accreditation and Training and Operational Currency by undertaking at least the minimum attendance and training requirement set out below will be paid a one-off Training and Accreditation Incentive equal to five (5) days' pay at ordinary time in addition to normal payments for the work performed. This one-off payment will be paid three (3) months after return to full-time duty.
- 4.17.4 If the Employee is absent as above for a further continuous period of six (6) months (total extended Parental Leave period of twelve (12) months) and again complies with the attendance and training requirements they will be paid a further Training and Accreditation Continuity Incentive equal to five (5) days' pay at ordinary time. In this case the Employee will be paid a total of ten (10) days after three (3) months' return to full-time duty.
- 4.17.5 To be eligible for this competency program the Employee must at least undertake the following accreditation and training tasks for each six (6) months of absence:
  - (a) Two (2) shifts, on the relevant parts of the Metropolitan Rail Network on which they are required to drive;

- (b) One (1) shift for completion/catch – up of Driver Development Training (Continuation Training);
- (c) One (1) shift to undergo updating of any new operational requirements on amended procedures; and
- (d) To access the competency benefits eligible Employees must make written application to their respective supervisor, who will make the necessary arrangements for attendance. This will commence within 28 days of notification.

#### 4.17.6 Lactation Break

- (a) This clause 4.17.6 applies to Employees who are lactating mothers. A lactation break is provided for breastfeeding, expressing milk or other activity necessary to the act of breastfeeding or expressing milk and is in addition to the Employee's allocated meal break.
- (b) Where clause 4.17.6(a) applies, the Employee will be entitled to a paid lactation break of 20 minutes. The employee must advise the Driver Allocation Officer of this requirement at the commencement of duty or at an earlier time if practicable. The lactation break may be scheduled in conjunction with the allocated meal break or it may be allocated at another time during the shift by mutual agreement between the Company and the Employee on the day of operation.

### 4.18 Medical Attendance

- 4.18.1 This procedure covers the preparation and attendance of Employees for blood testing and at subsequent medical examinations, required to meet the medical standards under the Code of Practice, Health Assessment of Rail Safety Workers (the **Standard**).
- 4.18.2 The blood test requires the Employee to fast for a period of eight to twelve (8 -12) hours prior to the test. Attendance time for the blood test should take up to one (1) hour which is paid. An overall payment of eleven (11) hours is to be made to Employees who satisfactorily complete the blood test phase of the medical examination. This payment is to stand-alone and be deemed a non-active shift for the purpose of calculating shift penalties and overtime payments. The entire payment is to be paid at ordinary time rate.
- 4.18.3 Payment for attendance at the initial and any subsequent follow-up medical fitness examination to meet the Standard, where attendance is outside of ordinary working hours, is to be based on the actual time involved subject to a maximum of three point five (3.5) hours. This time is to stand alone and be deemed a non-active shift for the purpose of calculating shift penalties/Overtime payments. The attendance time is to be paid at ordinary time rate.
- 4.18.4 Any treatment required to meet the Standard where it is a personal medical condition, e.g. Diabetes, blood pressure, medical attendance will be the responsibility of the Employee and must be carried out in the Employee's own time.
- 4.18.5 All Employees are required to undergo medical testing to the standard within the designated time.
- 4.18.6 Any Employee who attends medical appointments during ordinary work hours is required to return to work after the appointments to complete their shift.

#### **4.19 Training Shifts**

Training Shifts for Employees may be rostered eight (8) hours, with travelling time over and above the shift allocation, of up to twelve (12) hours for a non-safety critical shift.

#### **4.20 Job Share – Qualified Drivers**

4.20.1 Qualified Drivers who are permanently located at depots may voluntarily apply to participate in a program of Job Sharing, subject to Company approval and the following conditions.

4.20.2 This initiative provides an alternative working method for Qualified Drivers. It is primarily aimed to encourage an Employee at or near retirement to remain employed and preference will be given to an Employee in this category. The Company reserves the right to cease this program at any time and limit the number of Job Share positions in the Company at any one time.

4.20.3 The Program:

- (a) Where two (2) Qualified Drivers agree to Job Share at the same depot, one (1) will vacate their rostered position and share the full-time rostered position of the other.
- (b) The two (2) participants must sign a Job Share Agreement which will be binding and the arrangement will not be reversible.
- (c) The division of working time will be agreed between the two (2) participants but will normally be split on a 50/50 basis.
- (d) The rotation between the two (2) participants will be no less than weekly up to a maximum of two (2) months. The two (2) participants will work on a full-time basis (average of thirty-eight (38) hours per week) during their respective rotations.
- (e) Where the two (2) participants are unable to agree on the split and rotation, the Company will decide the appropriate arrangement, which will be final.
- (f) Pay rates and leave entitlements are the same as for full-time Employees but calculated on a pro rata basis.
- (g) Annual Leave will accrue on a pro-rata basis but must be taken in the following manner: a Job Share Driver who has worked on a 50/50 basis for a full year would take leave for two point five (2.5) weeks, not two point five (2.5) weeks consecutively spread over five (5) weeks.
- (h) Participants in a Job Share Agreement agree to work a reasonable amount of overtime in accordance with clause 4.5 of this Agreement.

4.20.4 Conditions

- (a) The Company will only accept applicants for Job Share that are deemed as suitable, and Job Share arrangements that are acceptable to the Company.
- (b) Time worked in a Job Share role will be deemed to be continuous, but calculated on a pro rata basis.
- (c) Employees who apply will be considered for a Job Share role in order of the date of application however, the Company may give preference to Employees at or near retirement age. Where more than one (1) Job Share application is received on the same day and each is considered suitable then seniority/experience will determine which application is accepted.

- (d) Job Share participants who are members of any of the defined benefit superannuation schemes (Revised, New or Transport Superannuation funds) should be aware that working on a less than full-time basis, which thus reduces income, may affect their superannuation benefits as these schemes calculate final average salary based on the average salary over the last two (2) years prior to retirement unless they exercise the option of maintaining their previous contribution level.
- (e) In the event that the Job Share Agreement is dissolved the vacant position will be filled on a full-time basis in the normal manner.

## **4.21 Counselling and Disciplinary Procedure**

### **4.21.1 Procedure**

- (a) Depending on the nature of the complaint, the Company may:
  - i. conduct an investigation;
  - ii. dismiss the complaint without conducting an investigation; or
  - iii. counsel or speak informally with the complainant.
- (b) If the Company investigates a complaint, the Employee will be notified in writing:
  - i. that the complaint has been received;
  - ii. of the nature of the complaint, the allegations made and the relevant details which were provided in support of the complaint;
  - iii. when, where and how it is proposed that the investigation will proceed including the date of a meeting with the Company; and
  - iv. that the investigation may result in disciplinary action, including termination at a later date.

### **4.21.2 Notification**

- (a) The Employee will not be required to respond to the matters in the notification until the meeting with the Company, but may respond in writing prior to the time of the meeting.
- (b) The Employee will have at least three (3) working days on receipt of the Company's notification and any scheduled formal meeting. The Employee may arrange for a support person/representative to attend the meeting if they wish to.

### **4.21.3 Suspension or Transfer to Alternate Role**

- (a) If the Company considers it is appropriate, having regard to the nature of the complaint, the Company may elect to:
  - i. suspend the Employee from normal duties;
  - ii. transfer the Employee to alternative duties; or
  - iii. transfer the Employee to an alternative work location.
- (b) The Company will advise the Employee in writing of suspension or transfer and the period over which it extends.
- (c) The Employee will continue to receive the same salary as per their ordinary role for this period of suspension or transfer.

#### 4.21.4 Meeting

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

#### 4.21.5 Disciplinary Action

Where allegations of unacceptable behaviour, misconduct or serious misconduct are substantiated, the Company will give consideration to the particular circumstances in determining the appropriate disciplinary action.

#### 4.21.6 Counselling or Additional Training

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

#### 4.21.7 Warning

The Company may give the Employee a written warning that any repetition of behaviour which is unacceptable, or which constitutes misconduct, may lead to further disciplinary action, further warning or termination of employment.

#### 4.21.8 Termination

- (a) The Company may terminate the Employee's employment if:
  - i. the Employee has already received a prior warning or warnings in relation to unacceptable behaviour or conduct; or
  - ii. the Employee's behaviour or misconduct is serious.
- (b) The Company will meet with the Employee if a determination is made to terminate the Employee and the advice will be given to the Employee a minimum of three (3) days after the meeting.

#### 4.21.9 Demotion or transfer

- (a) The Company may demote or transfer the Employee. The final decision will be determined by the Company on the following basis:
  - i. Demotion will only occur as an alternate to termination.

- ii. The request for demotion must be voluntary.
  - iii. No demotion will occur within any Driver grades, with the exception of demoting Principal Driver Specialists and Driver Training Specialists to the role of Qualified Driver (SPOT).
- (b) The Employee will be notified in writing of the decision and the date on which it will take effect.

#### **4.22 Job Security and Use of Supplementary Labour**

- 4.22.1 The Company confirms that permanent, in-house employment will be the normal basis of engagement of persons to perform work of a type covered by Part 4 and Schedule 1 of this Agreement, and it is not the Company's intention to use contractors, employees of contractors or labour hire employees (Supplementary Labour) as an alternative to permanent, in-house employment to perform such work.
- 4.22.2 The Company recognises that use of Supplementary Labour to perform work of the type which could be performed by Employees covered by Part 4 and Schedule 1 of this Agreement can affect the job security of Employees covered by Part 4 and Schedule 1 of this Agreement.
- 4.22.3 Prior to the Company considering the use of Supplementary Labour resulting from Employee absences, the Company will give all relevant Employees the option to work overtime to meet the Company's need for labour.
- 4.22.4 If the Company is considering the engagement of Supplementary Labour to perform work performed by Employees covered by Part 4 and Schedule 1 of this Agreement, the Company will notify and consult with affected Employees and their representatives consistent with clause 1.10 (Consultation). Consultation will focus on measures which could be implemented by the Parties to avert the use of Supplementary Labour. As part of the consultation process, the Company will provide Employees and their representatives with all relevant information in writing, including:
- a) The Company's reasons why it is considering the use of Supplementary Labour;
  - b) the identity or identities of the proposed Supplementary Labour provider(s);
  - c) the amount and type of work proposed to be performed by the proposed Supplementary Labour;
  - d) the number of proposed Supplementary Labour employees and/or contractors and their proposed qualifications; and
  - e) the proposed duration of the engagement of Supplementary Labour.
- 4.22.5 The Company will only engage Supplementary Labour to perform work of a type covered by Part 4 and Schedule 1 of this Agreement, if the Supplementary Labour performing the work is afforded pay, wages and conditions no less favourable than those provided to Employees covered by Part 4 of this Agreement performing the same work.
- 4.22.6 The Company will not make any Employee compulsorily redundant as a result of the Company's use of Supplementary Labour to perform work of a type covered by Part 4 and Schedule 1 of this Agreement.

#### **4.23 Secure Employment**


No Driving Grade employee covered by this Agreement will be replaced over the life of this Agreement, which nominally expires on 30 June 2027, as a result of any technology on the Melbourne Metropolitan Network for semi-automated and automated trains.

## 5. SIGNATORIES

The Company, Employees and Unions agreed to comply with the provisions contained herein.

In witness thereof the Company, Employees and Unions hereto have duly executed this Enterprise Agreement.

This Enterprise Agreement is signed for and on behalf of Metro Trains Melbourne Pty Ltd

Name Raymond O'Flaherty Authority to Sign: CHIEF EXECUTIVE OFFICER  
Address L16, 700 COLLINS ST, MELBOURNE  
Date 13/02/2024  
Signature 

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

Authority to Sign: RTBU BRANCH SECRETARY  
Name VIK SHARMA  
Address 2/365 QUEEN ST, MELBOURNE  
Date 14 FEB 2024  
Signature 

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

Authority to Sign: RTBOLD Secretary  
Name Paris Jolly  
Address 6/1 Elizabeth St, Melbourne  
Date 13/02/2024  
Signature 

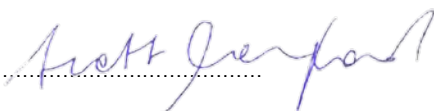
This Enterprise Agreement is signed for and on behalf of the Association of Professional Engineers, Scientists and Managers, Australia

Name.....**Scott Crawford**.....

Authority to sign: .....**Director - Victoria**.....

Address .....**152 Miller Street, West Melbourne 3003**.....

Date.....**13 February 2024**.....

Signature ..........

## **SCHEDULE 1 - DRIVERS ROSTERING, TRAINING AND WORK PRACTICE CHANGES**

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This Schedule applies to the Driver Grades specified in clause 4.1 of the Agreement. Any reference in this Schedule to "Employee" or "Employees" is a reference to Driver Grades as specified in clause 4.1 of the Agreement.

### **1. Support for Government Construction and Renewals Projects including the Level Crossing Removal Program**

During periods of occupations/line closures (partial or full) on account of construction and renewals projects including level crossing removal works:

- (a) Employees may be required to temporarily work at an alternative Home Depot. Travel time will not be included in the shift lengths, however will be paid. Meal breaks will be taken during the course of the shift between the third (3rd) and fifth (5th) hour from the commencement of the shift (excluding travel time). The shift length shall not exceed seven (7) hours, with travel time calculated over and above the shift length. During this process original core times and off roster patterns will be adhered to.
- (b) Employees may be required to be isolated to one (1) section/line of the Metropolitan Rail Network to facilitate post commissioning training as soon as possible. During this period, the provisions under clauses 14 and 15 of this Schedule do not apply, with the exception of the provision of a fifteen (15) minute off train break plus walk times after a maximum of four (4) consecutive shuttles unless a shunt is immediately required. If the Driver is required to shunt the train after the fourth successive shuttle, then the train must be shunted to the nearest shunt location and the Driver will take the off train break after the shunt is completed or when a Train Driver is rostered to drive the same train from the ends of the line or an intermediate location through Flinders Street, or Town Hall Station if a Metro Tunnel service, to an intermediate location or end of the line.
- (c) These arrangements in combination may be in place to a maximum period of three (3) months unless otherwise agreed between the parties.

### **2. Metro Driver Training Scheme**

- (a) Trainee Drivers will undertake the Metro Driver Training Scheme corresponding to their allocated Operating Group to progress to Qualified Driver.
- (b) The Metro Driver Training scheme will consist of both theory and practical in- field training. The training shall be comprised of the following elements:
  - i. **North side Driver (one fleet type):** A total minimum period of 38 weeks (inclusive of 2 weeks annual leave) of training including a minimum of 18 weeks of practical in-field driving with an applicable Training Officer or an On Job Trainer (OJT); or
  - ii. **South side Driver (3 fleet types):** A total minimum period of 46 weeks (inclusive of 2 weeks annual leave) of training including a minimum of 18 weeks of practical in-field driving with an applicable Training Officer or an On Job Trainer (OJT); or
  - iii. **South side Driver (4 fleet types):** A total minimum period of 53 weeks (inclusive of 3 weeks annual leave) of training including a minimum of 21 weeks of practical in-field driving with an applicable Training Officer or an On Job Trainer (OJT).

- (c) A training needs analysis (**TNA**) will be completed for Employees to identify the appropriate competencies to transfer between the three (3) Operating Groups (North, South and Central).
- (d) The process of a TNA will also apply to any locomotive grade applicants (Conversion Drivers) from other rail enterprises.
- (e) A Trainee Driver will progress to the grade of Qualified Driver Level 1 once the applicable weeks of training (as specified in clause 2(b)) and the course are completed, which includes the successful completion of the following:
  - i. Certificate IV in Train Driving;
  - ii. successful assessment of the relevant area of the Metropolitan Rail Network; and
  - iii. a certificate of competency has been issued.
- (f) If due to no fault of the Trainee Driver, the criteria at clause 2 (e) (above) cannot be achieved within the relevant time period specified in clause 2(f)(i), the Trainee Driver will progress to a Qualified Driver Level 1 payment, subject to clause 2(h) below.

- i. Progression to Qualified Driver Level 1 payment (no fault of Trainee Driver)

North side Driver (one fleet type)	42 weeks
South side Driver (3 fleet types)	50 weeks
South side Driver (4 fleet types)	57 weeks

- (g) The Company will take all reasonable steps to ensure that Trainee Drivers are able to complete all the criteria in clause 2 (e) (above) as expeditiously as possible and within the relevant time period specified in clause 2(f)(i).
- (h) The Trainee Driver will not progress to the rates of pay and conditions of Qualified Driver Level 1 after the relevant time period specified in clause 2(f)(i) if the Trainee Driver has not met the relevant competency requirements because of the Employee's attendance, the Employee's competency performance and/or the Employee's safe working related performance.
- (i) Trainee Drivers, whilst undertaking the Metro Driver Training Scheme, will not be entitled to a DDO, and will receive a Guarantee of seven (7) hours and thirty six (36) minutes per rostered shift. Once a Trainee Driver has qualified as a Driver Level 1, they will be entitled to the DDO and eight (8) hour Guarantee provisions in the Agreement. For the avoidance of doubt, this does not include a Trainee Driver who has progressed under clause 2(f) above until such time as the Trainee Driver completes the criteria in clause 2(e) (above).
- (j) Failure to meet the necessary competency requirements of the Metro Driver Training Scheme may result in a review of the Trainee Driver's employment with the Company. In the event the Company decides that the Trainee Driver is not a suitable candidate to progress within the Metro Driver Training Scheme, the Company will make reasonable attempts to provide suitable offers of redeployment to the Trainee Driver. Failing this, the Company may decide to terminate the employment of the Trainee Driver.

*Progression to Qualified Driver (SPOT)*

- (k) After six (6) months at Qualified Driver Level 1, an assessment will be conducted by the Head of Quality Assurance and relevant Group Manager or their nominated representative, who will assess the Driver's competency performance and safe working record. If the Company decides that the Train Driver meets the competencies

the Qualified Driver Level 1 will be progressed to a Qualified Driver (SPOT) Level. If the Company decides that the competencies are not yet met, or due to long term absenteeism, progression to Qualified Driver (SPOT) Level may be subject to successful completion of Driver Development/Performance Plan.

- (l) The Company will take all reasonable steps to ensure that Qualified Drivers (Level 1) are able to complete assessments and Driver Development/Performance Plans as expeditiously as possible, and progress to Qualified Driver (SPOT) Level.

### **3. On Job Trainer (OJT)**

- (a) OJTs can request shift swaps. Any shift swap for OJTs will be subject to the approval of the Company. Shift swaps that don't facilitate, or adversely impact continuity of training or the achievement of eighteen (18) weeks of practical in-field driving training (or twenty (21) weeks of practical in-field driving training in the case of South side Driver (4 fleet types)) for the Trainee Drivers, will not be permitted. Shift Swaps by OJTs will be monitored by the Training Department who will have access to Trainee Driver log books to ensure compliance of the efficient delivery of the Driver Training Scheme.
- (b) The Company will take all reasonable steps to assign Trainee Drivers to OJTs in the relevant groups proportionally and evenly.
- (c) To assist in the efficient delivery of Driver Training, OJTs may have their rosters amended (excluding minimum time off between shifts) by the Training Department. For the avoidance of doubt, OJTs rostering and shift conditions can only be varied by agreement between the Company and the affected OJT.
- (d) If an individual wishes to resign their On Job Training (OJT) duties, this must be done in writing and submitted to the relevant manager. After the Company has undertaken the recruitment and placement of a suitable candidate, this change will take effect. After the Company has undertaken the recruitment and placement of a suitable candidate, the Employee will be returned to train driving duties.

### **4. Operating Groups**

- (a) The Metropolitan Network will be divided into three (3) stand-alone Operating Groups: Metro Central, Metro North and Metro South.
- (b) Employees will be allocated to a Home Depot within one (1) of the three (3) Operating Groups which are comprised of the following lines:
  - i. Metro North: Belgrave, Lilydale, Hurstbridge, Glen Waverley, Alamein, Mernda.
  - ii. Metro South: Sunbury, Upfield, Craigieburn, Werribee, Williamstown, Sandringham, Frankston, East Pakenham, Cranbourne, Stony Point, Race Course.
  - iii. Metro Central: Flinders Street Station and North Melbourne Maintenance Depot (Drivers allocated to the Central Group will be required to have the requisite training and competence to operate across all areas of the Metropolitan Rail Network).
- (c) Any relocation to new Home Depots will only occur when the implementation of the Operating Groups and/or Flinders Street Decentralisation takes effect. Employees at outstations will not be relocated to alternate depots as a result of the terms of the Agreement.

## 5. Flinders Street Decentralisation

- (a) Flinders Street Decentralisation involves the relocation of Employees currently appointed to Flinders Street ERD to Home Depots located in Metro North or Metro South. The parties acknowledge the need for Driver decentralisation to occur during the life of the Agreement to:
  - i. address capacity issues at Flinders Street ERD;
  - ii. maximise driver facilities in outstation locations;
  - iii. provide coverage of rotations at outstation locations;
  - iv. optimise outstation roster and rotation coverage to enhance passenger experience;
  - v. respond to any Government initiatives relating to decentralisation.
- (b) Any process of Driver decentralisation during the life of the Agreement must be in accordance with the conditions set out in this clause.
- (c) The Company must initiate an Expressions of Interest (EOI) process to transfer Employees to an outstation location on a voluntary basis. This will be open to all Locomotive Grade Employees based on seniority to be transferred to Metro North or Metro South. The EOI period shall be open for no less than 28 days.
- (d) Positions will be filled based on seniority, consistent with clause 25 of this Schedule (Transfer to a new depot).

### *Involuntary transfers*

- (e) If there are insufficient volunteers to fill the positions at an outstation location because the depot strength has fallen below 90% for that outstation location, then the following must take place:
  - i. Direct Appoint Trainees to fill the rotation including location specific recruitment; and
  - ii. Appoint seconded Drivers following the process outlined in subclauses (iii) and (iv) below to the location for up to 12 months to backfill the depot until a direct appointed trainee can commence at that location and will be provided 28 days' notice of secondment commencing unless mutually agreed by both parties to an earlier date. At the conclusion of the secondment, the employee will return to the FSS rotation they held prior to the secondment commencing.

If the Company is unable to fill those positions utilising the steps described in subclauses (i) and (ii), the following additional steps will apply:
  - iii. The Company will refer to the most recent Train Driver Seniority list; and
  - iv. The Company must identify the Employees who are the least senior on FSS R Roster and who live within a reasonable distance to the vacancy at the outstation depot. For the purposes of this clause, a reasonable distance is defined as within a radius of 20km of the residential address of the impacted employee to the outstation location for which there is a vacant position; and
  - v. The Company must consult with Drivers, who may be subject to an involuntary transfer, in accordance with clause 1.10 of this Agreement; and

- vi. Following the period of consultation, the Company will transfer the identified Employees to the relevant outstation location. The Company must then advise all affected Employees in writing of their new work location and a commencement date being no less than 42 days from notification. For avoidance of doubt, Consultation and notification with the employee will be concurrent with the process concluding no less than 42 days from commencement of either process. The commencement date may be altered by agreement between the Company and the affected Employee.

#### *Other conditions*

- (f) Employees will remain on their current Annual Leave rotation until such time as the rotation is reviewed and changed through a period of consultation in accordance with clause 1.10 of this Agreement. Employees will only be permitted to swap their Annual Leave blocks within their appointed Operating Group.
- (g) Employees who already hold a position at an outstation location will not be involuntarily transferred to a new location as a consequence of the Driver Decentralisation process followed by the parties under this clause.
- (h) For the avoidance of doubt, clause 5(g) does not in any way interfere with the relocation of Drivers that must occur in the event of a home depot closure.
- (i) An Employee must not be subject to more than one involuntary transfer, as a result of the Driver Decentralisation process, during the life of this Agreement.
- (j) Any Employee who is subject to an involuntary transfer to an outstation location will be expected to complete one (1) year of active driving service at that location before they can apply to transfer to another location via the Expression of Interest for Roster Vacancy process.

### **6. Principal Drivers (PD) and Driver Trainer Specialists (DTS)**

- (a) Notwithstanding the process above at clause 5, Principal Drivers and Driver Training Specialists may be required to transfer to alternate depots across Metro South and Metro North Operating Groups to support training, compliance and assurance related activities. This will initially be undertaken by seniority, unless any Employee is subject to a current performance improvement plan.
- (b) If an Employee wishes to resign their appointment as a PD or DTS, this must be done in writing together with a request to return to train driving duties to their relevant manager. After the Company has undertaken the recruitment and placement of a suitable candidate, the Employee will be returned to train driving duties.

### **7. Route knowledge**

- (a) For Qualified Driver grades, Route Knowledge (change on learned routes) will be provided using a number of learning tools, which may include:
  - Driver simulation/simulator;
  - route learning videos;
  - route maps;
  - simulations on service trains including physical observation of tracks; and
  - OJT assisted learning.

- (b) A route risk assessment will be conducted to identify associated risks and aid in determining the appropriate training requirements. Attendees at the risk assessment will include PDs, OJT's and experienced Qualified Drivers in respective route groups who are qualified in the vehicles to be operated over the changed route.
- (c) Should an Employee have their roster changed via a slip, and they are not conversant for the work on the slip, they must advise the Driver Allocation Officer (DAO) as soon as they become aware of the alteration. With the introduction of these training aids, a full suite of route risk assessments of the complete metropolitan area will also be conducted. These route risk assessments will be used for any future infrastructure changes.

## 8. Depots

- (a) Flinders Street Station (ERD) and the following outstation locations are depots where it is agreed Employees can commence/cease duty at their allocated location (**Home Depots**):

Belgrave	Macleod
Broadmeadows	Mernda
Burnley Sidings	Mordialloc
Craigieburn	Newport
Cranbourne	North Melbourne Maintenance Depot
Calder Park	East Pakenham
Dandenong	Pakenham East
Eltham	Ringwood
Epping	Sandringham
Frankston	Watergardens
Glen Waverley	Sunbury
Hurstbridge	Upfield
Kananook	Upper Ferntree Gully
Lilydale	Westall

- (b) North Melbourne Maintenance depot is also treated as a Home Depot for Drivers appointed to D Roster and forms part of the Metro Central Operating Group.
- (c) During the life of the Agreement, the Company may consider increasing, altering or introducing new home depots (including an alternative to Flinders Street Depot, e.g. Flinders Street upgrades) and consultation will be provided in accordance with clause 1.10. In the event depot strengths are increased or a new depot is established, the Company will ensure that adequate facilities are provided including male and female toilets, locker rooms, sign on area, on site car parking.
- (d) In the event the Company cannot provide certain facilities set out in clause 8(c) and prior to an increase in depot strengths or the introduction of a new depot, a working party will be established at the local level that will be made up of equal numbers of employee and employer representatives. The role of the working party will be to identify and introduce an equivalent outcome for facilities outlined in clause 8(c).

## 9. Master Rotation

- (a) Employees are Shift Workers who may be rostered to work Day, Afternoon and Night Shifts.
  - i. Rostering of Employees shall not exceed eight (8) hours per shift, however, shifts containing a travel/dock at the commencement of the shift, or a shunt and stable/travel at the completion of the shift, may be rostered to a maximum of eight (8) hours twenty nine (29) minutes.

- ii. All weekend shifts shall be rostered no less than seven (7) hours duration.
- iii. The Master Rotation will consist of A, B, C, D, E, F, G, R, S, T and Part-time, Part-time shift Rosters and a rotation for each outstation depot including part-time and part-time shift at outstations.
- iv. Part-time rosters shall be no more than seventy six (76) hours per fortnight.
- v. All rotations except D and G and S may comprise of alternating weeks of Day, Afternoon and Night shifts.
- vi. All rotations with the exception of R Roster and speciality sequences, e.g. maternity/compassionate leave, shall display shift numbers.
- vii. Outstation shift starts are to be staggered on the rotation to provide a variety of work.
- viii. Outstation holiday relievers can be utilised to cover any roster, where there is no holiday shifts to cover at their home depot they will be required to travel to Flinders Street. Outstation holiday relievers can be utilised, by agreement with the Employee within their Group Rotation Zone, to cover holiday shifts at alternative outstations.
- ix. A, B, D, G and E and S Roster sequences will not reduce under their current strengths (as at the time of the approval of this Agreement).

(b) The Flinders Street ERD Rotations will comprise of the following:

- i. A Roster: The core time applicable to this sequence is to start no earlier than 0530 hours and to sign off no later than 2030 hours Monday to Friday, and where practicable on weekends.
- ii. B Roster: The core time applicable to this sequence is to start no earlier than 0400 hours and to sign off no later than 2300 hours Monday to Friday, and where practicable on weekends.
- iii. C Roster: Deemed as 'General Class' Roster comprised of Day, Afternoon and Night shifts.
- iv. D Roster: Will sign-on at North Melbourne Maintenance Depot and will be rostered the earliest starts possible and no later than 0500 Monday to Friday, and earliest starts possible on Saturdays and Sundays.
- v. F Roster: Based at FSS and rostered the earliest starts possible after D Roster and no later than 0600 Monday to Friday, and earliest starts possible on Saturdays and Sundays.
- vi. G Roster: No core times apply and to be rostered the latest possible starts. Sign on times to be no earlier than 1500, where practicable, and may be required to work night shift.
- vii. R Roster: Comprises of day, afternoon and night shifts and is to be a relief roster to cover all work within Central Group. Off Rosters and DDO's will be planned in the Master Rotation. No core times apply, and start times can be altered up to two (2) hours from the first weekday start time.
- viii. S Roster: Will be for Special Duties on a Monday to Friday basis, with nominated revenue shifts on weekends. These may be used as a stand by roster when S Roster shifts are not required.
- ix. S Roster will comprise of two (2) day shift rotations and two (2) afternoon shift rotations with revenue running as part of the shifts.
- x. T Roster: Has no core times assigned and is a temporary holding roster for qualified drivers that are unable to work their substantive roster due to being on long term secondment (greater than 6 months), transitioning to retirement or long term injured/sick.

- xi. Available shifts (**AVs**) will be rostered to a maximum of three (3) AV shifts in a four (4) week block to be applied at all rosters at all locations. Where practicable, any shift allocated will be posted on the weekly wall sheet. The four-week block will commence from the first week on the rotation and every four weeks thereafter.
- xii. Part-time Roster: No core times apply. Comprises of Day and Afternoon shifts.
- xiii. Part time Shift Drivers: No core times apply. Comprises of Day, Afternoon and Night Shifts.
- xiv. E Roster: An E Roster will be established at defined maintenance depot facilities. Rostered work will comprise of workshop piloting, post maintenance checks, train transfers between maintenance facilities, train testing, etc. Revenue running will be allocated when the employee is available or when there is no workshop work to be performed.
- xv. E Roster is established at Newport Depot (**NPT**). For avoidance of doubt NPT will no longer be considered a dual sign-on location with Flinders Street Depot (**FSS**).
- xvi. E Rosters may be established at other locations on a permanent or temporary basis and used to accommodate testing and commissioning of new fleet types.  
  
When testing Electrical Multi Units (**EMU**) a single E Roster Qualified driver will be sufficient to carry out the test with an appropriately qualified assistant. These occasions will be identified by the tasks required to be tested and advised prior to testing.

## 10. Group Rotation

- (a) Group rotation refers to the combination of multiple depots within a limited radius into one roster zone. Drivers will be rostered to their home depot for all shifts except AV shifts. For AV shifts, Drivers may be rostered to a different depot within their Group Rotation Zone.
- (b) Group Rotation Zones:
  - i. Sunbury; Watergardens; Calder Park
  - ii. Westall; Dandenong
  - iii. East Pakenham Depot (EPH); Pakenham East Depot (PED)

## 11. Train Driving Grades

- (a) Train Services Officers, Principal Drivers and Driver Training Specialist.
  - i. Principal Drivers are annually required to return to driving duties for a minimum period of twenty (20) days (one (1) month) to maintain their operator efficiency and accreditation. This may be taken as one (1) block of twenty (20) days (one (1) consecutive month), or two (2) periods of ten (10) days (two (2) weeks), or four (4) periods of five (5) days (one (1) week) at varying times as agreed between the Company and the Employee.
  - ii. Principal Drivers/Instructors will not be rostered to perform part-shift appointed duties and part-shift driving duties. They will undertake train movements as follows:
    - where an outstation Employee fails to report or where driver shifts are open and one of them will be travelling, they may complete the one way journey;
    - where one of them is present at a location which is incurring major train delays due to a serious incident and no Employee is in position or available at the location to move the train, and their

immediate assistance could help reduce delays and assist in the service recovery process;

- to supplement the workforce during periods where shifts exceed the number of available Qualified Drivers;
- where a train is causing, or has the potential to cause, service delays; and
- may be used to drive trains at times of extreme Qualified Driver shortage.

iii. There will be an annual review to assess the career development of each Train Services Officer.

<b>Train Service Officer (Principal Driver Specialist)</b>	<b>Equivalent Pay Rate</b>	<b>Minimum Period</b>
Entry level TSO Principal Driver Specialist	Senior Officer Division 8	
	Senior Officer Division 9	After 5 Years
	Senior Officer Division 10	After 6 Years
	Senior Officer Division 11	After 7 Years
	Senior Officer Division 12	After 8 Years

<b>Train Service Officer (Driver Trainer Specialist)</b>	<b>Equivalent Pay Rate</b>	<b>Minimum Period</b>
Entry level TSO Driver Training Specialist	Senior Officer Division 10	
	Senior Officer Division 11	After 12 months at Division 10 and subject to gaining the necessary accreditation.
	Senior Officer Division 12	After 12 months at Division 11 and subject to gaining the necessary accreditation.

(b) On-Job-Trainer (OJT) Training Incentive Program

- i. The objective of the Training Incentive Program is to encourage maximum participation and availability of OJT's in delivering training to Trainee Drivers.
- ii. The Program
  - the incentive program provides for an annual bonus that is paid in addition to the regular OJT rate.
  - permanently appointed OJT's are not eligible to participate in the bonus scheme.
  - the bonus is calculated by taking into account the total hours worked by a qualified OJT with Trainee Drivers over a period of one (1) year and subject to the amount of time accumulated, becoming eligible for an annual bonus ranging from ten (10) percent to thirty (30) percent.
  - the incentive payment is to be calculated and applied on the following basis:

Percentage of Rostered Time as an OJT	Equivalent Annual Hours Worked with a Trainee	Incentive Payment
1% - 15%	18 hours or greater but < 285 hours	10% loading to be paid
16% - 40%	285 Hours or greater but < 732 hours	15% Loading to be paid
41% - 70%	732 hours or greater but < 1268 hours	20% loading to be paid
71% or greater	1268 hours or greater	30% loading to be paid

- For this purpose it is assumed that Employees on average are rostered five (5) shifts per week for forty-seven (47) weeks after excluding an allowance for annual leave of five (5) weeks. For example: an Employee who spent twenty-five (25) percent of rostered time as an OJT would be entitled to an incentive payment calculated as follows:

25% of average available rostered time spent as an OJT	
=	470.0 hours
=	\$5.32 per hours x 15 percent loading
=	\$0.80 x 470.0 hours
=	\$376.00 (Incentive payment)

- The amount of annual rostered time worked with a Trainee Driver is calculated from the first pay period at the commencement of the financial year (July) through to the last pay period at the end of the financial year (June).
- Payment is to be made to the OJT by no later than 1 September following the end of each financial year.

### iii. Application

- OJT's have the option to take the payment as cash, or salary sacrifices the entire incentive payment, into a complying superannuation fund. OJT's wishing to salary sacrifice the incentive payment must elect to do so by 31 March in the financial year for which the payment is to be made.
- Trainee Drivers can be allocated to the same OJT more than once during the period of their training, however allocation will ensure that the Trainee Driver will still have exposure to a variety of OJT's.
- Trainee Drivers may be assigned to undertake training at the Flinders Street depot or any metropolitan depot. In allocating Trainee Drivers to depots, consideration maybe given to any personal extenuating circumstances.
- OJT's must perform at least one (1) week of training in the twelve (12) month period to maintain their training accreditation.
- OJT's are not to be paid Car Expenses when they undertake duties as an OJT at a location other than their permanent appointed position.
- There will be an annual performance review with each OJT to consider any additional learning requirements and if there are deficiencies in the OJT teaching/instructing delivery.
- OJT's will be advised of the review outcomes.

## 12. Wall Sheet

The Wall Sheet incorporating Overtime shifts is to be posted no later than Thursday mornings.

- (a) Shifts shown in the Wall Sheet cannot differ from those shown on the Master Roster for the applicable week without consultation and agreement of those Employees involved.
- (b) Employees are only permitted to work a maximum of twelve (12) shifts per fortnight (including Overtime).
- (c) The roster or Slip Sections cannot reallocate shifts on the Wall Sheet, once posted, without consultation and agreement of those Employees involved.
- (d) Unless otherwise agreed between the Company and the employee, shift allocated to the Wall Sheet may only sign on within two (2) hours either side of the first (1<sup>st</sup>) weekday shift sign on time for the duration of that week.
- (e) From no later than 31 December 2025, unless otherwise agreed between the Company and the employee, shifts allocated to the Master Rotation and Wall Sheet may only sign on within two (2) hours either before or after the first (1st) weekday shift sign on time for the duration of that week. For avoidance of doubt, shift sign-on times cannot vary by more than 2 hours from the previous day during the rostered week. This subclause will supersede clause 12(d) when this process commences.

## 13. Core Times

- (a) Core time restrictions apply to all Monday to Friday shifts at the Flinders Street ERD included in the Master Roster and wall sheet, except for the following:
  - i. Core times do not apply to shifts allocated as Overtime.
  - ii. Core times do not apply on weekends, where practicable.

## 14. Variety of Running

- (a) Metro Central Drivers: Master Rosters shall be developed so that Qualified Drivers are rostered over all lines (with the exception of Stony Point) to maintain conversancy and accreditation, where practicable.
- (b) Metro North/South Drivers: Master Rosters shall be developed so that Qualified Drivers are rostered over all lines in their respective Operating Group, to maintain driver conversancy and accreditation where practicable.
- (c) To assist with Comeng Fleet Retirement plan, Trainee Train Drivers engaged after 15 July 2024 that are assigned to Metro Central or Metro South Operating Groups will not be trained in Comeng Fleet and the CGB and UFD lines, until such time that clause 14(d) applies.
- (d) Metro commits to train Drivers referred to in clause 14(c) on the CGB and UFD lines once they have completed 24 months of driving as a Qualified Driver, or earlier if practicable, regardless of Comeng Fleet still being in operation on the CGB and UFD lines.
- (e) At the time that trains other than Comeng Fleet commence operation on the CBG and UFD lines the training scheme will include training on those lines.

## 15. Development of Shifts

- (a) To ensure Qualified Driver conversancy and accreditation in their respective Operating Groups, a variety of routes is to be provided on all shifts where practicable on all shifts on the wall sheet for the three (3) groups North, South, Central of the Metropolitan Rail Network. Exceptions may apply during times of occupations and nominated special events to all shifts.
- (b) Multiple runs over the same track for Newport-Williamstown, Camberwell-Alamein, Lilydale-Ringwood, Belgrave-Ringwood and Dandenong-Cranbourne shuttle services are permitted. However, no more than four (4) successive shuttle runs can be rostered without an off train break. Multiple shuttle runs may be increased on affected lines where the work or special event is occurring during times of occupations and nominated special events. The off train break is to be no less than fifteen (15) minutes plus walk times, from relief to relief. If the Driver is required to shunt the train after the fourth successive shuttle, then the train must be shunted to the nearest shunt location and the Driver will take the off train break after the shunt is completed.
- (c) No more than four (4) rostered revenue (running) trips through the Underground Loop, excluding city circles, occupations, nominated special events, and trains travelling to shunt to relevant areas of the Metropolitan Rail Network, are allowed per shift.
- (d) With the exception of Standby trains, Workshop, Wash Plant, Paternity Shifts and restricted duties or return to work programs, no more than seven (7) yard movements which involve preparation and/or stabling are permitted in any one (1) rostered shift. Multiple train preparations are excluded.
- (e) Multiple train preparations (multi prep) can be conducted. Positive proof of train preparation will be provided in the form of driver train preparation docket. In the absence of a preparation docket on a train and verification cannot be confirmed by the Qualified Driver an appropriate train preparation will be required.
- (f) At least one (1) full time Qualified Driver is to be rostered to a maintenance facility during operational hours (excluding Bayswater) and is required to:
  - i. sign on and off at the maintenance depot and report to the maintenance manager / supervisor of that depot; and
  - ii. perform duties, including the preparation of trains and carry out train movements as required during the operational hours of the maintenance depot; and
  - iii. if the maintenance manager / supervisor releasing the Qualified Driver on account of no work to be performed, the Qualified Driver is to report to the Driver Allocation Officer; and
  - iv. work as directed for the remainder of the shift.
- (g) Each shift will contain no more than two (2) down and two (2) up trips to/from the various ends of the line or intermediate location on the Metropolitan Rail Network to and from Flinders Street or intermediate location. Scheduled trips may be consecutive in nature. This does not apply to AVs, additional shifts/overtime shifts, personal shift swaps, occupations on an affected line, or commissioning of new section of track for non-revenue purposes.

- (h) A fifteen (15) minute off train break, plus walk times, will apply when a Train Driver is rostered to drive the same train from the ends of the line or an intermediate location through Flinders Street or Town Hall to an intermediate location or end of the line for less than one hour and forty five minutes. A twenty (20) minute off train break, plus walk times, will apply when a Train Driver is rostered to drive the same train from the ends of the line or an intermediate location through Flinders Street or Town Hall to an intermediate location or end of the line for one hour and forty five minutes or more. For the avoidance of doubt, through running can commence from Flinders Street.
- (i) No more than three (3) successive shuttles may be rostered per shift between Flinders Street and Laverton.
- (j) Where a Driver is rostered to a shift where they will drive greater than 200kms, then the Driver will have a meal break of 30 minutes, plus meal prep/wash, walk to/from meal location. For the avoidance of doubt, the total rostered break shall be no less than 60 minutes.

## **16. Standby Drivers and Standby Trains**

A 'Standby Driver', or alternatively a 'Standby Driver' on a 'Standby Train', will not be subject to the conditions in the Development of Shifts, with the exception of a fifteen (15) minute off train break, plus walk times, for four (4) consecutive shuttles; a fifteen (15) minute off train break, plus walk times, when a Train Driver drives the same train from the ends of the line or an intermediate location through Flinders Street or Town Hall to an intermediate location or end of the line for less than one hour and forty five minutes. A twenty (20) minute off train break, plus walk times, will apply when a Train Driver is rostered to drive the same train from the ends of the line or an intermediate location through Flinders Street or Town Hall to an intermediate location or end of the line for one hour and forty five minutes or more; and no more than seven (7) yard movements which involve preparation and/or stabling during their rostered shift. Standby Drivers are used for the purpose of operational contingency (i.e. absenteeism, emergency, etc.). If the Driver is required to shunt the train after the fourth successive shuttle, then the train must be shunted to the nearest shunt location and the Driver will take the off train break after the shunt is completed.

## **17. Day of Operations**

- (a) The Company may on the day change the runs on 10% of rostered Driver shifts in response to unplanned Driver absenteeism or network disruption or to facilitate project training. For avoidance of doubt, unless the Company and employee agree, this clause does not enable the Company to change rostered sign on and off times, meal breaks and meal locations. For avoidance of doubt, this clause excludes rostered standby shifts, extra shifts and shifts that are available for the entire shift.
- (b) A fifteen (15) minute off train break, plus walk times, will apply when a Train Driver is rostered to drive the same train from the ends of the line or an intermediate location through Flinders Street or Town Hall to an intermediate location or end of the line for less than one hour and forty five minutes. A twenty (20) minute off train break, plus walk times, will apply when a Train Driver is rostered to drive the same train from the ends of the line or an intermediate location through Flinders Street or Town Hall to an intermediate location or end of the line for one hour and forty five minutes or more. For the avoidance of doubt, through running can commence from Flinders Street. If the Driver is required to shunt the train after the fourth successive shuttle, then the train must be shunted to the nearest shunt location and the Driver will take the off train break after the shunt is completed.

## 18. Meal Locations

- (a) Broadmeadows Station
- (b) Burnley Sidings Driver Depot
- (c) Calder Park Driver Depot
- (d) Camberwell Station
- (e) Caulfield Station
- (f) Craigieburn Driver Depot and station
- (g) Cranbourne Driver Depot
- (h) Dandenong Driver Depot
- (i) East Pakenham Station Driver Depot
- (j) Eltham Driver Depot
- (k) Epping Driver Depot and station
- (l) Flemington Racecourse
- (m) Flinders St Station (ERD)
- (n) Footscray Station
- (o) Frankston Driver Depot
- (p) Glen Waverly Driver Depot
- (q) Hustbridge Station
- (r) Kananook Driver Depot
- (s) Lilydale Driver Depot
- (t) Mernda Driver Depot and station
- (u) Mordialloc Driver Depot and station
- (v) Newport Driver Depot and station
- (w) North Melbourne Maintenance Depot
- (x) Pakenham East Driver Depot
- (y) Ringwood Driver Depot
- (z) Sandringham Station
- (aa) South Kensington Training Facility
- (bb) South Morang Station
- (cc) Sunbury Driver Depot
- (dd) Upfield Driver Depot
- (ee) Watergardens Driver Depot
- (ff) Westall Driver Depot and Station
- (gg) West Footscray Station

## 19. Roster Changes

### (a) Master Rosters

- i. In regards to Master Rosters and Roster Books, sufficient time, being no less than four (4) weeks' notice, shall be given to all the Parties to review the new and/or altered Master Rosters and Rotations. At a minimum, permanent changes to the regular roster or ordinary hours of work will be subject to discussions between the relevant manager and the local work group, including any nominated representatives.
- ii. Where the number of permanent roster changes exceeds two hundred (200) per day, the Roster Book shall be reprinted and published.
- iii) The requirement to reprint the Roster Book under clause 19(a)(ii) shall not apply if the permanent roster changes that have exceeded two hundred (200) for the day have been agreed to by the parties.
- iv) If the Company introduces the use of electronic devices in an active cab, during the life of the Agreement, then the Company will be able to republish roster books electronically instead of reprinting and this shall satisfy the obligation under clause 19(a)(ii).

### (b) Daily Rosters

- i. For slip alterations to sign-on and sign-off times, a minimum of forty-eight (48) hours' notice to Drivers must be provided.
- ii. Subject to (i) above, shift details can be altered provided that the Driver is notified twenty four (24) in advance, unless otherwise agreed between the Company and the Employee.
- iii. A minimum of forty-eight (48) hours' notice shall be given to a Driver who is being offered to work an off roster day, subject to the Rostering Section knowing the shift/s will be open.
- iv. Answering machines/voicemail to be used to request the Driver to contact work only.
- v. Slips are not permitted to alter the original roster book sign-on time by more than two (2) hours.
- vi. AVs are to be informed no later than 24 hours of their shift.
- vii. Outstation AVs location of the shift can be altered with 24 hours' notice within the Group Rotation Zone.

### (c) Holiday Conversion

Holiday conversion rosters will be published six (6) weeks prior to the public holiday. A Driver must provide the Company with two (2) weeks' notice prior to a public holiday for any request not to work on a public holiday.

## 20. Equalisation of Overtime and Allocation of Off Roster Shifts

### (a) Allocation of Overtime

- i. In all cases twelve (12) hours minimum break between shifts to be ensured. Unless there is a non-safety critical role being undertaken, then eleven (11) hours' rest will suffice.
- ii. Any Driver who does not notify the Roster Section that he/she is unavailable on an Off Roster and who subsequently declines a shift offered, must not be shown as absent without leave.
- iii. A Driver must inform the Roster Section he/she is unavailable to work Off Roster.
- iv. Where Overtime is offered at a location other than a home depot and that Driver has not nominated to work at the Location and the Overtime offered is subsequently declined this cannot be counted for equalisation purposes.
- v. Every attempt shall be made to equalise Overtime and where possible on completion of pay fortnight.
- vi. Where the forty eight (48) hours' notice to remain off roster is not provided, the Overtime allocated and rejected shall count toward equalisation.
- vii. When an Overtime shift is allocated and the Driver then reports sick, that shift is allocated as part of the equalisation of shifts.
- viii. In all cases the maximum number of shifts to be worked within each pay fortnight is not to exceed twelve (12) shifts. If there is a circumstance when an employee has worked 12 days consecutively, they are required to have the following day off.

### (b) Outstation

- i. At outstations for every eight (8) weeks on rotation, or part thereof, one (1) vacant week may be left unallocated to allow for flexibility of Overtime for Drivers in that location.
- ii. When more than one (1) week is unallocated, it is agreed that Drivers nominated to relieve be used on a daily or weekly basis.
- iii. Drivers who wish to relieve at outstations must nominate to the Roster Section who will allocate on the basis of next name on list next turn rotating. For outstations, allocation of Overtime is to start at week one of the rotation and then worked through the rotation week, then offered to the nearest outstation depot in accordance with clause 20(e), then the Part-time Roster offered and then the Job Share Employees that are on their rostered off period being last offered.

### (c) Sunday Allocation of Overtime

- i. Sunday work is to be given to the location/rotation where the shift originated from or created for where possible.
- ii. Sunday shift is to be given to the first available "Off" (from top) on that shift irrespective of the maximum Sunday roster requirements.
- iii. If no "Off" available on same shift, then first available "Off" on opposite shift.
- iv. All options at original location/rotation to be exhausted before proceeding to the next depot within the zone.
- v. Group Rotations: Sunday work to be allocated to first available off roster within the Group Rotation Zone

(d) Monday to Saturday Overtime

- i. The allocation of Overtime is to be offered to the first available "Off" or on the same shift (AM or PM), from top to bottom on either day or afternoon shift.
- ii. At outstations, if same shift option is exhausted at that location, then the shift shall be offered to the next nearest location within the zone on the same shift.
- iii. If no "Off" available on same shift, or within the zone, then the shift shall be offered to an "Off" on the opposite shift.
- iv. At Flinders Street, allocation of Overtime is to start at A Roster and then worked through the rotation with the Part-time Roster offered and then the Job Share Employees that are on their rostered off period being last offered.
- v. At Flinders Street the opposite shift can be utilised after the same shift option is exhausted commencing again from A Roster.

(e) Allocation of Outstation Overtime

For the purpose of Overtime allocation at outstations, the definition of zone shall be the next nearest outstation depot to that which the shift originated from based on the table below read left to right. Once this option is exhausted it will be at the discretion of the Roster Section.

Outstation	OT Offered To	OT Offered To	OT Offered To
Belgrave	Upper FT Gully	Glen Waverley	Ringwood
Broadmeadows	Upfield	Craigieburn	Watergardens
Burnley SDG	Macleod	Glen Waverley	Epping
Calder Park	Watergardens	Sunbury	Broadmeadows
Craigieburn	Broadmeadows	Upfield	Watergardens
Cranbourne	Dandenong	East PKM Station	Frankston
Dandenong	Westall	Cranbourne	East PKM Station
Eltham	Macleod	Hurstbridge	Mernda
Epping	Mernda	Eltham	Macleod
Frankston	Kananook	Mordialloc	Dandenong
Glen Waverley	Ringwood	Upper FT Gully	Burnley SDG
Hurstbridge	Eltham	Mernda	Macleod
Kananook	Frankston	Mordialloc	Cranbourne
Lilydale	Ringwood	Upper FT Gully	Belgrave
Macleod	Eltham	Burnley SDG	Hurstbridge
Mernda	Hurstbridge	Epping	Eltham
Mordialloc	Sandringham	Kananook	Westall
Newport	Watergardens	Calder Park	Broadmeadows
East PKM Station	PKM East Depot	Cranbourne	Dandenong
PKM East Depot	East PKM Station	Cranbourne	Dandenong
Ringwood	Glen Waverley	Lilydale	Upper FT Gully
Sandringham	Mordialloc	Dandenong	Westall
Sunbury	Calder Park	Watergardens	Craigieburn
Watergardens	Calder Park	Sunbury	Newport
Upfield	Broadmeadows	Craigieburn	Watergardens
Upper FT Gully	Belgrave	Ringwood	Glen Waverley
Westall	Dandenong	Mordialloc	Sandringham

## **21. Public Holiday Conversion Charts**

- (a) When a Public Holiday or Special Event results in reduced or increased services, several "Holiday and Special Event Conversion Charts" are to be used via:
  - i. Weekday to Saturday applies to most Public Holidays except Christmas Day and Good Friday.
  - ii. Weekday to Sunday applies to Christmas Day and Good Friday only.
  - iii. Saturday to Sunday applies when Christmas Day falls on a Saturday; or
  - iv. A variation of any of the above only as agreed between the RTBU and the Company
- (b) The conversion chart shall be designed to ensure an even distribution of shifts converting to working days and Public Holidays, in consultation with the Union.

## **22. Driver Development**

- (a) The Company will provide Driver Development (Continuation Training) which will be rostered during ordinary hours. Driver Development may also be rostered as an overtime shift by agreement with the Driver.
- (b) Driver Development will be a cumulative period of sixteen (16) hours per annum per Driver. The hours of Driver Development training may be increased dependent on the Company or Driver development needs.

## **23. Swapping of Shifts**

- (a) Qualified Drivers are only permitted to swap shifts within their appointed Operating Group, i.e. Metro North, Metro South and Metro Central.
- (b) Qualified Drivers are permitted to swap on a day to day or weekly basis, or for permanent day, afternoon or night shifts. Qualified Drivers will ensure when swapping that they do not lose conversancy on route knowledge and classes of trains.
- (c) A full week swap may occur once only.
- (d) Further swaps must be conducted on a daily basis and once only for that given day. Any further requirements to swap must be conducted at the discretion of the train crew roster section.
- (e) This permanent swap arrangement must allow for sufficient time off between shifts, retain shift count balance and be submitted prior to posting the wall sheet.
- (f) The Qualified Driver has a responsibility to remain conversant with the relevant parts of the Metropolitan Rail Network on which they are required to drive. If the roster section is required to assist, the Qualified Driver involved must give six (6) weeks' notice that they need to run over a particular track.
- (g) When a Qualified Driver is absent due to Personal Leave, the permanent swap will remain in effect for a period of two (2) consecutive weeks, then the swap will be suspended until the absent Qualified Driver returns to work and resumes their rostered position. This provision excludes any rostered leave.

## **24. Surrender Shifts**

This clause 24 shall not apply to Trainee Drivers.

An Employee can surrender a shift to the Rosters Section subject to the following provisions:

- (a) In the first instance, the Employee must make reasonable attempts to swap the shift/s with another suitably qualified Employee.
- (b) If the Employee has been unsuccessful in making a swap of the shift/s, the Employee must apply to the Roster Section for leave for the shift/s.
- (c) If an Employee is unsuccessful in obtaining leave for the shift/s, the Employee may surrender the shift/s to the Roster Section on the provision of 5 days written notice.
- (d) An Employee can only surrender a maximum of 2 shifts in an eight (8) week period.
- (e) Shifts cannot be surrendered that commence on or after 14:00hrs on Fridays, commence on 31 December on or after midday, commence on AFL Grand Final Day, commence on any race day during Spring Racing Carnival and commence on any 'Major Event' day as defined by the Company.
- (f) A maximum of 10 driver shifts may be surrendered on any day.
- (g) For avoidance of doubt, by surrendering a shift or shifts, the Employee acknowledges that they will not be entitled to the Guaranteed Payment for the shift or shifts surrendered.

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

- (a) An Employee may apply for a transfer to an alternate location within their operating group, another operating group, or another roster rotation within the same depot based on seniority/experience and date of application. Any Employee who transfers between Home Depot locations will be expected to complete two (2) years of active service (driving trains) at that location before any further transfer applications will be accepted. If an Employee has registered for a transfer and they are successful, but then declines the transfer, they will then be removed from the transfer list for that location for twelve (12) months. Exceptional circumstances will be assessed on a case-by-case basis.
- (b) For the avoidance of doubt, Direct Appointed Trainees to an outstation location cannot request a transfer to a new depot location until they have completed at least 24 months at the direct appointed depot. Exceptions for extenuating circumstances will be considered by the Company on a case-by-case basis.

## 26. Methodology for Establishing Time Allowance

The general practice for performing time trials is as follows:

(a) Shunts and Docks

Where possible shunt and dock travel times (no greater than fifteen (15) kph) are achieved by driving to the furthest point in the sidings and allowing for the operation of any associated infrastructure such as: gates, point leavers, push buttons, etc. When a train is not available, an established formula (speed of twelve (12) kph – two hundred (200) m per minute) is used to calculate the entire movement.

(b) Walking Time

Walking times are established by means of stop watch, performed by joint representatives.

(c) Train Preparation

Standard Time Allowances for train preparations will be reviewed with the introduction of equipment, which is required to be included in the train preparation.

## 27. Notification of Absence and Return to Work

(a) A minimum of two (2) hours' notice of absence must be provided, where practical to do so.

(b) Employees must provide details of whether sick or injured day only or sick or injured until further notice.

(c) If an Employee notifies sick or injured day only and requires additional time off due to illness or injury, then he/she must notify again sick or injured until further notice.

(d) Employees reporting back for duty after being sick or injured must notify the Roster Section by 1300 Monday to Friday or 1100 on Saturdays and Sundays, to ascertain next turn of duty.

(e) Employees reporting back for duty after Annual or Long Service leave must notify the Roster Section by 1100 on Saturday to ascertain next turn of duty. Failure to do so can cause the loss of a shift and being marked Absent Without Leave.

## 28. Effecting Relief

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

## 29. Travelling Time Allowance

Where Employees are required to travel by taxi or car, the time allowance to complete the journey shall either be calculated by using the average time allowances to travel by car or the identical time identified in the Working Timetable (not via loop), whichever is most practicable, plus additional times in the table below:

Walk time to taxi pick up point (default)	2
Walk time to taxi pick up point at FSS	6
Walk time from taxi rank to Station(default)	2
Burnley Sidings	+5
Racecourse up journey	+18
Racecourse down journey – pre midday	+18

Racecourse down journey – post midday	+36
Racecourse down journey – post 19:00hrs	+18

### 30. Train Preparations

- (a) Subject to the situation in clause 30(d) (Trains prepared during the Night Network period) before a train enters daily service it will require a Main Line Preparation which will be effective for the full service periods of the train, up to twenty four (24) hours.
- (b) Subsequent preparations will be known as revenue preparations and will comprise of pre movement check inspections only.
- (c) Six-car trains that are required to divide at platforms will not require the driver to carry out a Main Line Service Preparation on the middle motor, but will require the driver to carry out a brake test and cab check. Time allocation for attach-detach on centre motor check is ten (10) minutes.

#### (d) Night Network Train Preparations

Trains required during the Night Network period and that stay in continuous service will be exempt from the twenty four (24) hour limit contained in clause 30(a) of this Schedule. For the avoidance of doubt, this period commences from the preparation of the first train for service on Friday morning up to and including the passage of the last train on Sunday evening.

#### (e) Time Allowances

Relief times will be reviewed in line with future time table requirements.

#### Standard Time Allowances

Sign on – Sign on, print slip, check docking sheet, Paperlite and email	7
Sign off duty	1
Meal preparation	2
Meal break	20
Meal break if over 200km	30
Meal finish/wash up	2
Change ends 3 cars	4
Change ends 6 cars	5
Attach and/or detach cab check only	10
Attach and/or detach preparation on centre cab	15
Pre Departure Check – All Train types	3
Main Line Service Preparation 6 Cars	37
Pre Movement /Revenue Preparation 6 Cars	20
Main Line Service Preparation 3 Cars	20
Pre Movement/Revenue Preparation 3 Cars	10
Main Line Preparation HCMT (7 car consist)	40
Pre Movement/Revenue Preparation HCMT (7 Car Consist)	20
Post maintenance preparation on any train, ex examination or major repairs, ex collision and safety critical equipment or brake failure. 6 Cars	60
Post maintenance preparation on any train, ex examination or major repairs, ex collision and safety critical equipment or brake failure. 3 Cars	30
Communication time (TR time)	2
Stable 3 car unit	4
Stable 6 car unit	8
Communication time (Advise Fleet on shunts)	2
Walk to/from relieve/relief or prepare at platform	2
Open and/or Close security gates	2
Correspondence Time – Per two (2) weeks of Annual Leave	15
Lactation Break	20

#### Flinders Street (ERD)

Walk from/to platforms 1-9 from ERD	6
Walk from/to platforms 10-14	8
Walk from platform to adjacent platform	2

Drivers to effect relief on all platforms	1
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### **Bayswater**

Walk to/from sidings	15
Shunt to/from sidings	2

### **Belgrave**

Walk to/from sidings	2
Shunt to/from sidings	2

### **Brighton Beach**

Walk to/from sidings upside	6
Walk to/from downside	10
Shunt to/from sidings (down direction all platform)	7

### **Broadmeadows**

Walk to/from complex to Up platform	7
Walk to/from Complex to C siding	11
Walk to/from Up Platform to C siding	18
Shunt to/from A sidings	2
Shunt to/from C sidings	4

### **Burnley Sidings**

Walk to/from Burnley station	23
Shunt to/from sidings	5

### **Calder Park Sidings**

Walk to/from complex to sidings	10
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### **Camberwell**

Walk to/from sidings	14
Walk to/from meal room to plat. 1&2	2
Walk to/from plat. 1&2 to plat. 3	7
Shunt to/from sidings (via A siding)	7
Shunt to/from sidings (via Riversdale)	12

### **Craigieburn**

Walk to/from complex to platform	14
Walk to/from complex to sidings	6
Walk to/from sidings to platform	20
Walk to from Platform 1 to station meal room	10
Shunt to/from sidings	5

### **Cranbourne**

Walk to/from complex/sidings to platform	10
Walk to/from complex to sidings	5
Shunt to/from sidings	3

### **Dandenong**

Walk to/from complex to platform 3	2
Walk to/from complex to platforms 1&2	5
Walk to/from complex/platform to sidings	14
Shunt to/from sidings	5

### **Eltham**

Walk to/from complex to sidings	6
Walk to/from platform to sidings	6
Shunt to/from sidings	13
Dock to/from sidings	14

### **Epping**

Walk to/from complex to platform	13
Walk to/from complex/meal room to sidings	11
Walk to/from sidings to platform	22
Shunt to/from sidings	9

**Frankston**

Walk to/from complex/platform to sidings	9
Shunt to/from B sidings	2
Shunt to/from other sidings	7

**Glen Waverley**

Walk to/from complex to platform/sidings	11
Walk to/from platform to sidings	4
Shunt to/from sidings	9

**Hurstbridge**

Walk to/from complex to sidings	4
Shunt to/from 2/3 sidings	8
Shunt to/from other sidings	2

**Kananook**

Walk depot to/from sidings	11
Walk depot to/from platform	20
Walk platform to/from sidings	19

**Layby Sidings**

Walk to/from Southern Cross Platform 10	10
Walk to from Southern Cross security entrance after hours	16

**Lilydale**

Walk to/from platform to complex/sidings	15
Walk to/from complex to sidings	5
Shunt to/from sidings	2

**Macaulay Sidings**

Walk to/from North Melbourne	19
Shunt to/from sidings (if not shown)	7
Communication time (TR time)	4

**Macleod**

Walk to/from complex to down platform	4
Walk to/from complex/platform to sidings	10
Shunt to/from sidings	2

**Melbourne Yard Sidings**

Walk to/from North Melbourne	5
Walk to/from North Melbourne Driver Depot	10
Walk to/from North Melbourne Wash Plant	13
Shunt to/from sidings	7
Communication time (TR time)	4
Walk to/from North Melbourne Wash Plant	10

**Mernda**

Walk to/from complex to platform	15
Walk to/from sidings to platform	25
Walk to/from complex to sidings	10
Shunt to/from sidings	5
Walk to/from Platform to Station meal room	10

**Mordialloc**

Walk to/from complex to platform	12
Walk to/from complex to sidings	4
Walk to/from platform to sidings	8
Shunt to/from sidings	2

**Newport**

Walk to/from complex to sidings	10
Walk to/from platform to sidings/workshop sidings/complex	15
Walk to/from platform to workshops	23
Shunt to/from platform to sidings	5

Shunt to/from shops sidings / Altona sidings	7
Shunt to/from platform to Altona sidings	2

#### **North Melbourne Maintenance Depot (D Roster)**

Walk to/from Melbourne Yard	5
Walk to/from Macaulay	29
Walk to/from North Melbourne sidings	24
Walk to/from North Melbourne Station	10
Shunt to/from sidings	7

#### **North Melbourne Sidings**

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

#### **Pakenham East Maintenance Facility**

Walk complex to/from sidings	12
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#### **Racecourse**

Walk to/from Taxi stop	5
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#### **Ringwood**

Walk to/from complex to platform	10
Walk to/from complex/platform to sidings	14
Shunt to/from sidings	5

#### **Sandringham**

Walk to/from complex/platform to sidings	3
Shunt to/from sidings	9

#### **South Kensington**

Walk from platform to Metro Academy	15
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#### **Sunbury**

Walk to/from complex/platform to any siding	9
Walk to/from complex to platform 1	2
Walk to/from complex to platform 2	5
Shunt to/from sidings	2

#### **Upfield**

Walk to/from complex/platform to sidings	10
Shunt to/from sidings	2

#### **Upper Ferntree Gully**

Walk to/from complex/platform to sidings	5
Shunt to/from sidings	7

#### **Watergardens**

Walk to/from complex to platforms 2/3	8
Walk to/from complex to sidings	23
Shunt to/from sidings	5

#### **Westall**

Walk to/from complex/sidings to platform	15
Walk to/from complex to sidings	5
Shunt to/from sidings	9
Shunt to/from sidings (via Springvale)	6

#### **Victoria Park**

Walk to/from platform to/from siding	10
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### **31. Reports**

Reports must be provided whenever necessary regarding delays to train services and other operational incidences.

This may be done by the Train Services Officer via the telephone. Such reports will be provided expeditiously, as soon as practicable whilst on duty, time will be allocated for this task.

### **32. Release of Delegates**

- (a) When required, the Company will release the RTBU Locomotive Division nominated workplace delegates to assist in the successful implementation of the three (3) operating groups (North, South and Central), Government Construction and Renewal Projects, High Capacity Signalling and High Capacity Metro Trains.
- (b) Subject to operational requirements and reasonable time off shift, delegates of the RTBU Locomotive Division will be released from duties to enable them to attend union activities, provided that at least forty-eight (48) hours written notice is provided to the Company, unless otherwise agreed. Earlier notice will assist in facilitating the release of delegates. These activities include attending investigations with members which involve disciplinary, welfare, safety, PAE and speeding, and return to work. Nothing in this clause removes an Employee's responsibility to ensure their representative is available, and any meeting will not be delayed due to the unavailability of a representative, unless agreed by the Company. Other union activities for which release from duty will be granted include attending relevant FWC listings and Company committees and working parties.
- (c) Subject to (b) above, leave without pay will also be granted to delegates of the RTBU Locomotive Division to attend WorkSafe meetings with HSR's, ACCS Conciliations with members, RTBU member meetings, RTBU Metropolitan Sub-Division meetings and Divisional, Branch or National RTBU meetings and conferences.
- (d) Payment will not be made for an off roster day, unless otherwise approved by the Company.
- (e) Release from duty for any other reason is subject to provisions at clauses 1.12 and 1.13 of the Agreement.

### **33. Long term release of Union Officials – Locomotive Division only**

- (a) The Company will release an elected official for the duration of their term.
- (b) The maintenance of accreditation will occur in consultation with the Company and the employee. This will be completed on weekends or public holidays. During this time the employee would be paid as such and will abide by the usual Company terms.
- (c) During the release from the Company the employee will not be considered an employee of the Company.
- (d) The elected official will ensure priority and attendance to Company matters subject to notice periods provided by the Company, so far as is reasonably practicable.
- (e) An annual review will occur to assess the ongoing suitability of the arrangement for all parties. The review will be conducted with regard to the requirements of this clause.

#### **34. Driver Retention**

Drivers who have ceased employment with the Company by reason of resignation or retirement and who are subsequently re-employed by the Company within 12 weeks of the cessation date, will not be required to undertake psychomotor or psychometric testing, however, the driver will be required to meet the requirements of a Functional Medical Assessment for a Category 1 Rail Safety Worker prior to returning to duty.

#### **35. Delegate Rights**

If there is any change to the composition of the RTBU during the life of the Agreement, the Company will continue to honour delegate rights under clause 32 of Schedule 1 of the Agreement, subject to those rights arising under a new registered organisation in accordance with the *Fair Work (Registered Organisations) Act 2009* (as amended from time to time).

**SCHEDULE 2 – INFORMATION, COMMUNICATION AND TECHNOLOGY (ICT) OPERATIONS – ON CALL  
“STANDBY”**

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**1. Systems Engineer**

**(a) On Call “Standby”**

- i. Where a Systems Engineer undertakes a turn on the weekly On Call “Standby” roster rotation, they will be paid an allowance per hour in accordance with Schedule C of the Agreement to cover the out of hours periods as follows:
  - Monday to Friday five (5) by thirteen (13) hours per day for 1800 to 0700 coverage.
  - Saturday and Sunday forty-eight (48) hours’ coverage.
- ii. An Employee rostered On Call “Standby” on a week day where a Public Holiday falls will be required to be available to cover and paid the above mentioned allowance for the additional eleven (11) hour portion of that Public Holiday.

**(b) Call Out Payment**

- i. On Site: Where the Systems Engineer is required to travel to a site outside their normal hours of duty to rectify an IT matter, then they are to receive a minimum payment of four (4) hours. The minimum payment shall be increased by fifty percent (50%) for such attendance during a Monday to Friday period and by one hundred percent (100%) when it relates to a Saturday/Sunday or Public Holiday.
- ii. Off Site: Where the Systems Engineer receives a call after hours and does not have to undertake any travel to address the matter then they shall be paid for the time involved with a minimum of one (1) hour at the appropriate Overtime rate. The appropriate Overtime rate for a Monday to Friday period is plus fifty percent (50%) except where the overall time undertaken to resolve this issue or consecutive issues exceeds three (3) hours then such additional time be paid at plus one hundred percent (100%). For time involved to address such matters on a Saturday/Sunday or Public Holiday then the Overtime rate shall be plus one hundred percent (100%).

**2. Network Specialist**

- (a) The Network Specialists do not have an on-call roster arrangement and therefore do not receive the “On Call” standby allowance. The Company and APESMA will meet during the life of this Agreement to discuss whether there is a need to establish an on-call roster arrangement for Network Specialists. If an agreement is reached by the Company and APESMA that on-call roster arrangements for Network Specialists should be implemented, then from the date of implementation, Network Specialists shall be entitled to the terms of the On Call “Standby” allowance prescribed under clause 1 of this Schedule.
- (b) It is however recognised that matters can be escalated to them for their specialist knowledge and therefore on occasions they will be called to address network/server related matters outside of normal working hours.
- (c) In recognition, the following arrangement will apply:
  - i. Call Out Payment
    - On Site: Where the Network Specialist is required to travel to a site outside their normal hours of duty to rectify an IT matter, then they are to receive a minimum payment of four (4) hours. The minimum payment shall be increased by fifty percent (50%) for such attendance during a Monday to Friday period and by one hundred percent (100%) when it relates to a Saturday/Sunday or Public Holiday.

- Off Site: Where the Network Specialist receives a call after hours and does not have to undertake any travel to address the matter then they shall be paid for the time involved with a minimum of one (1) hour at the appropriate Overtime rate. The appropriate overtime rate for a Monday to Friday period is plus fifty percent (50%) except where the overall time undertaken to resolve this issue or consecutive issues exceeds three (3) hours then such additional time be paid at plus one hundred percent (100%). For time involved to address such matters on a Saturday/Sunday or Public Holiday then the Overtime rate shall be plus one hundred percent (100%).

### **3. Time Recording of Call Outs**

To ensure that either Systems Engineers or Network Specialists are paid correct payment entitlement, the actual time involved attending to the call must be shown on the timesheet. The payroll officer will then apply the appropriate overtime penalty payment.

**SCHEDULE A – JOB DESCRIPTORS – OPERATIONS, SALARIED, ADMINISTRATION AND ENGINEERING EMPLOYEES**

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<b>Customer Service Employee</b>	Will perform customer service, presentation and operational duties, ranging from routine to specialist.
<b>Signalling Employee</b>	Will control movement of trains through the operation of a signal frame or a signal control panel, ranging from routine to specialist.
<b>Train Control Employee</b>	Will control movement of trains and personnel on Metropolitan Network, ranging from routine to specialist.
<b>Authorised Officer</b>	Will provide assistance to the travelling public and employees and revenue protection, ranging from routine to specialist.
<b>Administrative Employee</b>	Will perform work associated with the administration and/or management of Rail Operations functions, ranging from routine to specialist.

**SCHEDULE B – CLASSIFICATIONS AND RATES OF PAY**

Pay Code	Pay Code Description	Jul-23		Jan-24		Jul-24		Jan-25		Jul-25		Jan-26		Jul-26		Jan-27	
		2.50%		2.50%		2.00%		2.00%		1.75%		1.75%		1.75%		1.75%	
		Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual
Authorised Officer (inc. MMAO's)																	
ODB	AUTH OFFICER 1	\$38.9835	\$77,031	\$39.9581	\$78,957	\$40.7573	\$80,536	\$41.5724	\$82,147	\$42.2999	\$83,585	\$43.0401	\$85,047	\$43.7933	\$86,536	\$44.5597	\$88,050
ODD	AUTH OFFICER 2	\$45.1394	\$89,195	\$46.2679	\$91,425	\$47.1933	\$93,254	\$48.1372	\$95,119	\$48.9796	\$96,784	\$49.8367	\$98,477	\$50.7088	\$100,201	\$51.5962	\$101,954
ODE	AUTH OFFICER 3	\$48.7700	\$96,370	\$49.9893	\$98,779	\$50.9891	\$100,754	\$52.0089	\$102,770	\$52.9191	\$104,568	\$53.8452	\$106,398	\$54.7875	\$108,260	\$55.7463	\$110,155
ODF	CREW LEADER	\$52.1152	\$102,980	\$53.4181	\$105,554	\$54.4865	\$107,665	\$55.5762	\$109,819	\$56.5488	\$111,740	\$57.5384	\$113,696	\$58.5453	\$115,686	\$59.5698	\$117,710
ODG	TEAM LEADER	\$60.3194	\$119,191	\$61.8274	\$122,171	\$63.0639	\$124,614	\$64.3252	\$127,107	\$65.4509	\$129,331	\$66.5963	\$131,594	\$67.7617	\$133,897	\$68.9475	\$136,240
Train Driver																	
OJK	TSO (PRINCIPAL DRIVER) (REF RATE)	\$75.3944	\$148,979	\$77.2793	\$152,704	\$78.8249	\$155,758	\$80.4014	\$158,873	\$81.8084	\$161,653	\$83.2400	\$164,482	\$84.6967	\$167,361	\$86.1789	\$170,290
OJB	LOCO DVR (CONVERSION)	\$57.0254	\$112,682	\$58.4510	\$115,499	\$59.6200	\$117,809	\$60.8124	\$120,165	\$61.8766	\$122,268	\$62.9594	\$124,408	\$64.0612	\$126,585	\$65.1823	\$128,800
OJG	TRAINEE DRIVER	\$35.5347	\$70,217	\$36.4231	\$71,972	\$37.1516	\$73,412	\$37.8946	\$74,880	\$38.5578	\$76,190	\$39.2326	\$77,524	\$39.9192	\$78,880	\$40.6178	\$80,261
OJH	QUALIFIED DRIVER LEVEL 1	\$41.4798	\$81,964	\$42.5168	\$84,013	\$43.3671	\$85,693	\$44.2344	\$87,407	\$45.0085	\$88,937	\$45.7961	\$90,493	\$46.5975	\$92,077	\$47.4130	\$93,688
OJJ	QUALIFIED DRIVER (SPOT)	\$61.1120	\$120,757	\$62.6398	\$123,776	\$63.8926	\$126,252	\$65.1705	\$128,777	\$66.3110	\$131,031	\$67.4714	\$133,323	\$68.6521	\$135,657	\$69.8535	\$138,031
Metrol																	
OAH	TRAIN CONTROLLER 1	\$68.7157	\$135,782	\$70.4336	\$139,177	\$71.8423	\$141,960	\$73.2791	\$144,800	\$74.5615	\$147,334	\$75.8663	\$149,912	\$77.1940	\$152,535	\$78.5449	\$155,205
OAI	TRAIN CONTROLLER 2	\$66.8348	\$132,066	\$68.5057	\$135,367	\$69.8758	\$138,075	\$71.2733	\$140,836	\$72.5206	\$143,301	\$73.7897	\$145,808	\$75.0810	\$148,360	\$76.3949	\$150,956
OAJ	TRAIN CONTROLLER 3	\$64.9502	\$128,342	\$66.5740	\$131,550	\$67.9055	\$134,181	\$69.2636	\$136,865	\$70.4757	\$139,260	\$71.7090	\$141,697	\$72.9639	\$144,177	\$74.2408	\$146,700
OAK	TRAIN CONTROLLER 4 CRTL	\$63.0603	\$124,607	\$64.6368	\$127,722	\$65.9295	\$130,277	\$67.2481	\$132,882	\$68.4249	\$135,208	\$69.6223	\$137,574	\$70.8407	\$139,981	\$72.0804	\$142,431
OAL	TRAIN CONTROLLER 4 MTRL	\$63.0971	\$124,680	\$64.6745	\$127,797	\$65.9680	\$130,353	\$67.2874	\$132,960	\$68.4649	\$135,287	\$69.6630	\$137,654	\$70.8821	\$140,063	\$72.1225	\$142,514
OAS	METROL PIDS OPERATOR DIV1	\$49.5171	\$97,846	\$50.7550	\$100,292	\$51.7701	\$102,298	\$52.8055	\$104,344	\$53.7296	\$106,170	\$54.6699	\$108,028	\$55.6266	\$109,918	\$56.6001	\$111,842
OAR	METROL PIDS OPERATOR DIV2	\$50.7222	\$100,227	\$51.9903	\$102,733	\$53.0301	\$104,787	\$54.0907	\$106,883	\$55.0373	\$108,754	\$56.0005	\$110,657	\$56.9805	\$112,593	\$57.9777	\$114,564
Professional Engineer																	
OHA	PROF.ENG.NON-GRAD.C1.Y1	\$44.5742	\$88,079	\$45.6886	\$90,281	\$46.6024	\$92,086	\$47.5344	\$93,928	\$48.3663	\$95,572	\$49.2127	\$97,244	\$50.0739	\$98,946	\$50.9502	\$100,678
OHB	PROF.ENG.NON-GRAD.C1.A1	\$46.3707	\$91,629	\$47.5300	\$93,919	\$48.4806	\$95,798	\$49.4502	\$97,714	\$50.3156	\$99,424	\$51.1961	\$101,163	\$52.0920	\$102,934	\$53.0036	\$104,735
OHC	PROF.ENG.NON-GRAD.C1.A2	\$49.1062	\$97,034	\$50.3339	\$99,460	\$51.3406	\$101,449	\$52.3674	\$103,478	\$53.2838	\$105,289	\$54.2163	\$107,131	\$55.1651	\$109,006	\$56.1305	\$110,914
OHD	PROF.ENG.NON-GRAD.C1.A3	\$52.3205	\$103,385	\$53.6285	\$105,970	\$54.7011	\$108,089	\$55.7951	\$110,251	\$56.7715	\$112,180	\$57.7650	\$114,144	\$58.7759	\$116,141	\$59.8045	\$118,174
OHE	PROF.ENG.NON-GRAD.C1.A4	\$56.0116	\$110,679	\$57.4119	\$113,446	\$58.5601	\$115,715	\$59.7313	\$118,029	\$60.7766	\$120,095	\$61.8402	\$122,196	\$62.9224	\$124,335	\$64.0235	\$126,510
OHF	PROF.ENG.GRADUATE.C1.Y1	\$46.3707	\$91,629	\$47.5300	\$93,919	\$48.4806	\$95,798	\$49.4502	\$97,714	\$50.3156	\$99,424	\$51.1961	\$101,163	\$52.0920	\$102,934	\$53.0036	\$104,735
OHG	PROF.ENG.GRADUATE.C1.A1	\$49.1062	\$97,034	\$50.3339	\$99,460	\$51.3406	\$101,449	\$52.3674	\$103,478	\$53.2838	\$105,289	\$54.2163	\$107,131	\$55.1651	\$109,006	\$56.1305	\$110,914
OHH	PROF.ENG.GRADUATE.C1.A2	\$52.3205	\$103,385	\$53.6285	\$105,970	\$54.7011	\$108,089	\$55.7951	\$110,251	\$56.7715	\$112,180	\$57.7650	\$114,144	\$58.7759	\$116,141	\$59.8045	\$118,174
OHI	PROF.ENG.GRADUATE.C1.A3	\$56.0116	\$110,679	\$57.4119	\$113,446	\$58.5601	\$115,715	\$59.7313	\$118,029	\$60.7766	\$120,095	\$61.8402	\$122,196	\$62.9224	\$124,335	\$64.0235	\$126,510
OHJ	PROF.ENG.EXPERIENCED.C1	\$59.7133	\$117,993	\$61.2061	\$120,943	\$62.4302	\$123,362	\$63.6788	\$125,829	\$64.7932	\$128,031	\$65.9271	\$130,272	\$67.0808	\$132,552	\$68.2547	\$134,871
OHL	PROF.ENGINEER C2.YR 1	\$63.1679	\$124,820	\$64.7471	\$127,940	\$66.0420	\$130,499	\$67.3628	\$133,109	\$68.5416	\$135,438	\$69.7411	\$137,808	\$70.9616	\$140,220	\$72.2034	\$142,674
OHM	PROF.ENGINEER C2.YR 2	\$65.2884	\$129,010	\$66.9206	\$132,235	\$68.2590	\$134,880	\$69.6242	\$137,577	\$70.8426	\$139,985	\$72.0823	\$142,435	\$73.3437	\$144,927	\$74.6272	\$147,463
OHN	PROF.ENGINEER C2.YR 3	\$67.4118	\$133,206	\$69.0971	\$136,536	\$70.4790	\$139,267	\$71.8886	\$142,052	\$73.1467	\$144,538	\$74.4268	\$147,067	\$75.7293	\$149,641	\$77.0546	\$152,260
OHO	PROF.ENGINEER C2.YR 4	\$69.5377	\$137,406	\$71.2761	\$140,842	\$72.7016	\$143,658	\$74.1556	\$146,531	\$75.4533	\$149,096	\$76.7737	\$151,705	\$78.1172	\$154,360	\$79.4843	\$157,061

Pay Code	Pay Code Description	Jul-23		Jan-24		Jul-24		Jan-25		Jul-25		Jan-26		Jul-26		Jan-27	
		2.50%		2.50%		2.00%		2.00%		1.75%		1.75%		1.75%		1.75%	
		Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual
OHV	PROF.ENGINEER C3.YR 1	\$73.1242	\$144,493	\$74.9523	\$148,106	\$76.4513	\$151,068	\$77.9803	\$154,089	\$79.3450	\$156,786	\$80.7335	\$159,529	\$82.1463	\$162,321	\$83.5839	\$165,162
OHW	PROF.ENGINEER C3.YR 2	\$75.6248	\$149,435	\$77.5154	\$153,170	\$79.0657	\$156,234	\$80.6470	\$159,358	\$82.0583	\$162,147	\$83.4943	\$164,985	\$84.9555	\$167,872	\$86.4422	\$170,810
OHX	PROF.ENGINEER C3.YR 3	\$78.1281	\$154,381	\$80.0813	\$158,241	\$81.6829	\$161,405	\$83.3166	\$164,634	\$84.7746	\$167,515	\$86.2582	\$170,446	\$87.7677	\$173,429	\$89.3036	\$176,464
OHY	PROF.ENGINEER C3.YR 4	\$80.6309	\$159,327	\$82.6467	\$163,310	\$84.2996	\$166,576	\$85.9856	\$169,908	\$87.4903	\$172,881	\$89.0214	\$175,906	\$90.5793	\$178,985	\$92.1644	\$182,117
OHZ	PROF.ENGINEER C4.YR 1	\$84.2730	\$166,523	\$86.3798	\$170,686	\$88.1074	\$174,100	\$89.8695	\$177,582	\$91.4422	\$180,690	\$93.0424	\$183,852	\$94.6706	\$187,069	\$96.3273	\$190,343
OIA	PROF.ENGINEER C4.YR 2	\$86.8667	\$171,649	\$89.0384	\$175,940	\$90.8192	\$179,459	\$92.6356	\$183,048	\$94.2567	\$186,251	\$95.9062	\$189,511	\$97.5846	\$192,827	\$99.2923	\$196,202
OIB	PROF.ENGINEER C4.YR 3	\$89.4466	\$176,746	\$91.6828	\$181,165	\$93.5165	\$184,789	\$95.3868	\$188,484	\$97.0561	\$191,783	\$98.7546	\$195,139	\$100.4828	\$198,554	\$102.2412	\$202,029
OID	PROF.ENGINEER C5.YR 1	\$93.2481	\$184,258	\$95.5793	\$188,865	\$97.4909	\$192,642	\$99.4407	\$196,495	\$101.1809	\$199,933	\$102.9516	\$203,432	\$104.7533	\$206,993	\$106.5865	\$210,615
OIE	PROF.ENGINEER C5.YR 2	\$95.9709	\$189,638	\$98.3702	\$194,380	\$100.3376	\$198,267	\$102.3444	\$202,233	\$104.1354	\$205,772	\$105.9578	\$209,373	\$107.8121	\$213,037	\$109.6988	\$216,765
OIF	PROF.ENGINEER C5.YR 3	\$98.6938	\$195,019	\$101.1611	\$199,894	\$103.1843	\$203,892	\$105.2480	\$207,970	\$107.0898	\$211,609	\$108.9639	\$215,313	\$110.8708	\$219,081	\$112.8110	\$222,915
Administration																	
OEa	CLERKCLASS 1 DIV.1.	\$38.9597	\$76,984	\$39.9337	\$78,909	\$40.7324	\$80,487	\$41.5470	\$82,097	\$42.2741	\$83,534	\$43.0139	\$84,995	\$43.7666	\$86,483	\$44.5325	\$87,996
OEB	CLERKCLASS 1 DIV.2.	\$40.5158	\$80,059	\$41.5287	\$82,061	\$42.3593	\$83,702	\$43.2065	\$85,376	\$43.9626	\$86,870	\$44.7319	\$88,390	\$45.5147	\$89,937	\$46.3112	\$91,511
OEC	CLERKCLASS 1 DIV.3.	\$42.0774	\$83,145	\$43.1293	\$85,223	\$43.9919	\$86,928	\$44.8717	\$88,666	\$45.6570	\$90,218	\$46.4560	\$91,797	\$47.2690	\$93,404	\$48.0962	\$95,038
OED	CLERKCLASS 1 DIV.4.	\$43.6298	\$86,212	\$44.7205	\$88,368	\$45.6149	\$90,135	\$46.5272	\$91,938	\$47.3414	\$93,547	\$48.1699	\$95,184	\$49.0129	\$96,849	\$49.8706	\$98,544
OEE	CLERKCLASS 1 DIV.5.	\$44.7048	\$88,337	\$45.8224	\$90,545	\$46.7388	\$92,356	\$47.6736	\$94,203	\$48.5079	\$95,852	\$49.3568	\$97,529	\$50.2205	\$99,236	\$51.0994	\$100,972
OEF	CLERKCLASS 2 DIV.1.	\$45.9226	\$90,743	\$47.0707	\$93,012	\$48.0121	\$94,872	\$48.9723	\$96,769	\$49.8293	\$98,463	\$50.7013	\$100,186	\$51.5886	\$101,939	\$52.4914	\$103,723
OEG	CLERKCLASS 2 DIV.2.	\$47.0714	\$93,013	\$48.2482	\$95,338	\$49.2132	\$97,245	\$50.1975	\$99,190	\$51.0760	\$100,926	\$51.9698	\$102,692	\$52.8793	\$104,489	\$53.8047	\$106,318
OEH	CLERKCLASS 3 DIV.1.	\$48.5466	\$95,928	\$49.7603	\$98,326	\$50.7555	\$100,293	\$51.7706	\$102,299	\$52.6766	\$104,089	\$53.5984	\$105,910	\$54.5364	\$107,764	\$55.4908	\$109,650
OEI	CLERKCLASS 3 DIV.2	\$49.7279	\$98,262	\$50.9711	\$100,719	\$51.9905	\$102,733	\$53.0303	\$104,788	\$53.9583	\$106,622	\$54.9026	\$108,488	\$55.8634	\$110,386	\$56.8410	\$112,318
OEJ	CLERKCLASS 4 DIV.1	\$51.2841	\$101,337	\$52.5662	\$103,871	\$53.6175	\$105,948	\$54.6899	\$108,067	\$55.6470	\$109,958	\$56.6208	\$111,883	\$57.6117	\$113,841	\$58.6199	\$115,833
OEK	CLERKCLASS 4 DIV.2.	\$52.4962	\$103,732	\$53.8086	\$106,326	\$54.8848	\$108,452	\$55.9825	\$110,621	\$56.9622	\$112,557	\$57.9590	\$114,527	\$58.9733	\$116,531	\$60.0053	\$118,570
OEL	CLERKCLASS 5 DIV.1	\$54.2355	\$107,169	\$55.5914	\$109,849	\$56.7032	\$112,046	\$57.8373	\$114,287	\$58.8495	\$116,287	\$59.8794	\$118,322	\$60.9273	\$120,392	\$61.9935	\$122,499
OEM	CLERKCLASS 5 DIV.2.	\$55.4479	\$109,565	\$56.8341	\$112,304	\$57.9708	\$114,550	\$59.1302	\$116,841	\$60.1650	\$118,886	\$61.2179	\$120,967	\$62.2892	\$123,083	\$63.3793	\$125,237
OEN	CLERKCLASS 6 DIV.1.	\$57.1902	\$113,008	\$58.6200	\$115,833	\$59.7924	\$118,150	\$60.9882	\$120,513	\$62.0555	\$122,622	\$63.1415	\$124,768	\$64.2465	\$126,951	\$65.3708	\$129,173
OEO	CLERKCLASS 6 DIV.2.	\$58.4010	\$115,400	\$59.8610	\$118,285	\$61.0582	\$120,651	\$62.2794	\$123,064	\$63.3693	\$125,218	\$64.4783	\$127,409	\$65.6067	\$129,639	\$66.7548	\$131,907
Miscellaneous/Supervision																	
OBQ	MISCELLANEOUS C7.D1	\$51.6344	\$102,030	\$52.9253	\$104,580	\$53.9838	\$106,672	\$55.0635	\$108,805	\$56.0271	\$110,710	\$57.0076	\$112,647	\$58.0052	\$114,618	\$59.0203	\$116,624
Senior Officer																	
OGA	SENIOR OFFICERDIV.01	\$60.3194	\$119,191	\$61.8274	\$122,171	\$63.0639	\$124,614	\$64.3252	\$127,107	\$65.4509	\$129,331	\$66.5963	\$131,594	\$67.7617	\$133,897	\$68.9475	\$136,240
OGB	SENIOR OFFICERDIV.02	\$62.2336	\$122,974	\$63.7894	\$126,048	\$65.0652	\$128,569	\$66.3665	\$131,140	\$67.5279	\$133,435	\$68.7096	\$135,770	\$69.9120	\$138,146	\$71.1355	\$140,564
OGC	SENIOR OFFICERDIV.03	\$64.1454	\$126,751	\$65.7490	\$129,920	\$67.0640	\$132,518	\$68.4053	\$135,169	\$69.6024	\$137,534	\$70.8204	\$139,941	\$72.0598	\$142,390	\$73.3208	\$144,882
OGD	SENIOR OFFICERDIV.04	\$66.0509	\$130,517	\$67.7022	\$133,780	\$69.0562	\$136,455	\$70.4373	\$139,184	\$71.6700	\$141,620	\$72.9242	\$144,098	\$74.2004	\$146,620	\$75.4989	\$149,186
OGE	SENIOR OFFICERDIV.05	\$67.9580	\$134,285	\$69.6570	\$137,642	\$71.0501	\$140,395	\$72.4711	\$143,203	\$73.7393	\$145,709	\$75.0297	\$148,259	\$76.3427	\$150,853	\$77.6787	\$153,493
OGF	SENIOR OFFICERDIV.06	\$69.8684	\$138,060	\$71.6151	\$141,511	\$73.0474	\$144,342	\$74.5083	\$147,228	\$75.8122	\$149,805	\$77.1389	\$152,426	\$78.4888	\$155,094	\$79.8624	\$157,808
OGG	SENIOR OFFICERDIV.07	\$71.7879	\$141,853	\$73.5826	\$145,399	\$75.0543	\$148,307	\$76.5554	\$151,273	\$77.8951	\$153,921	\$79.2583	\$156,614	\$80.6453	\$159,355	\$82.0566	\$162,144

Pay Code	Pay Code Description	Jul-23		Jan-24		Jul-24		Jan-25		Jul-25		Jan-26		Jul-26		Jan-27	
		2.50%		2.50%		2.00%		2.00%		1.75%		1.75%		1.75%		1.75%	
		Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual
OGH	SENIOR OFFICERDIV.08	\$73.6943	\$145,620	\$75.5367	\$149,261	\$77.0474	\$152,246	\$78.5883	\$155,290	\$79.9636	\$158,008	\$81.3630	\$160,773	\$82.7869	\$163,587	\$84.2357	\$166,450
OGI	SENIOR OFFICERDIV.09	\$75.6040	\$149,394	\$77.4941	\$153,128	\$79.0440	\$156,191	\$80.6249	\$159,315	\$82.0358	\$162,103	\$83.4714	\$164,939	\$84.9321	\$167,826	\$86.4184	\$170,763
OGJ	SENIOR OFFICERDIV.10	\$77.5180	\$153,176	\$79.4560	\$157,005	\$81.0451	\$160,145	\$82.6660	\$163,348	\$84.1127	\$166,207	\$85.5847	\$169,115	\$87.0824	\$172,075	\$88.6063	\$175,086
OGK	SENIOR OFFICERDIV.11	\$79.4256	\$156,945	\$81.4112	\$160,869	\$83.0394	\$164,086	\$84.7002	\$167,368	\$86.1825	\$170,297	\$87.6907	\$173,277	\$89.2253	\$176,309	\$90.7867	\$179,395
OGL	SENIOR OFFICERDIV.12	\$81.3318	\$160,712	\$83.3651	\$164,729	\$85.0324	\$168,024	\$86.7330	\$171,384	\$88.2508	\$174,384	\$89.7952	\$177,435	\$91.3666	\$180,540	\$92.9655	\$183,700
OGM	SENIOR OFFICERDIV.13	\$83.2541	\$164,510	\$85.3355	\$168,623	\$87.0422	\$171,995	\$88.7830	\$175,435	\$90.3367	\$178,505	\$91.9176	\$181,629	\$93.5262	\$184,808	\$95.1629	\$188,042
OGN	SENIOR OFFICERDIV.14	\$85.1660	\$168,288	\$87.2952	\$172,495	\$89.0411	\$175,945	\$90.8219	\$179,464	\$92.4113	\$182,605	\$94.0285	\$185,800	\$95.6740	\$189,052	\$97.3483	\$192,360
OGO	SENIOR OFFICERDIV.15	\$87.0702	\$172,051	\$89.2470	\$176,352	\$91.0319	\$179,879	\$92.8525	\$183,477	\$94.4774	\$186,687	\$96.1308	\$189,954	\$97.8131	\$193,279	\$99.5248	\$196,661
OGP	SENIOR OFFICERDIV.16	\$88.9788	\$175,822	\$91.2033	\$180,218	\$93.0274	\$183,822	\$94.8879	\$187,498	\$96.5484	\$190,780	\$98.2380	\$194,118	\$99.9572	\$197,515	\$101.7065	\$200,972
OGQ	SENIOR OFFICERDIV.17	\$90.8885	\$179,596	\$93.1607	\$184,086	\$95.0239	\$187,767	\$96.9244	\$191,523	\$98.6206	\$194,874	\$100.3465	\$198,285	\$102.1026	\$201,755	\$103.8894	\$205,285
OGR	SENIOR OFFICERDIV.18	\$92.8025	\$183,378	\$95.1226	\$187,962	\$97.0251	\$191,722	\$98.9656	\$195,556	\$100.6975	\$198,978	\$102.4597	\$202,460	\$104.2527	\$206,003	\$106.0771	\$209,608
OGS	SENIOR OFFICERDIV.19	\$94.7176	\$187,162	\$97.0855	\$191,841	\$99.0272	\$195,678	\$101.0077	\$199,591	\$102.7753	\$203,084	\$104.5739	\$206,638	\$106.4039	\$210,254	\$108.2660	\$213,934
OGT	SENIOR OFFICERDIV.20	\$96.6405	\$190,962	\$99.0565	\$195,736	\$101.0376	\$199,650	\$103.0584	\$203,643	\$104.8619	\$207,207	\$106.6970	\$210,833	\$108.5642	\$214,523	\$110.4641	\$218,277
Barrier Staff & Station Hosts																	
OBK	TRAINEE STATION ASSISTANT	\$35.9308	\$70,999	\$36.8291	\$72,774	\$37.5657	\$74,230	\$38.3170	\$75,714	\$38.9875	\$77,039	\$39.6698	\$78,388	\$40.3640	\$79,759	\$41.0704	\$81,155
OBL	STATION ASSISTANT	\$36.2876	\$71,704	\$37.1948	\$73,497	\$37.9387	\$74,967	\$38.6975	\$76,466	\$39.3747	\$77,804	\$40.0638	\$79,166	\$40.7649	\$80,551	\$41.4783	\$81,961
Station Officer																	
OBU	STATION OFFICER	\$43.0843	\$85,135	\$44.1614	\$87,263	\$45.0446	\$89,008	\$45.9455	\$90,788	\$46.7495	\$92,377	\$47.5676	\$93,994	\$48.4000	\$95,638	\$49.2470	\$97,312
OBW	SENIOR STATION OFFICER	\$45.3224	\$89,557	\$46.4555	\$91,796	\$47.3846	\$93,632	\$48.3323	\$95,505	\$49.1781	\$97,176	\$50.0387	\$98,876	\$50.9144	\$100,607	\$51.8054	\$102,367
Station Master																	
OCB	TRAINEE STATIONMASTER	\$48.2851	\$95,411	\$49.4922	\$97,797	\$50.4820	\$99,752	\$51.4916	\$101,747	\$52.3927	\$103,528	\$53.3096	\$105,340	\$54.2425	\$107,183	\$55.1917	\$109,059
OCF	STATIONMASTER	\$52.1152	\$102,980	\$53.4181	\$105,554	\$54.4865	\$107,665	\$55.5762	\$109,819	\$56.5488	\$111,740	\$57.5384	\$113,696	\$58.5453	\$115,686	\$59.5698	\$117,710
OCJ	SENIOR STATIONMASTER	\$58.4010	\$115,400	\$59.8610	\$118,285	\$61.0582	\$120,651	\$62.2794	\$123,064	\$63.3693	\$125,218	\$64.4783	\$127,409	\$65.6067	\$129,639	\$66.7548	\$131,907
Signalling Grades																	
OAO	SIGN'MN2/3 = STNOFF CLS2 DIV.2	\$43.0843	\$85,135	\$44.1614	\$87,263	\$45.0446	\$89,008	\$45.9455	\$90,788	\$46.7495	\$92,377	\$47.5676	\$93,994	\$48.4000	\$95,638	\$49.2470	\$97,312
OAQ	SIGN'MAN 1 = STNOFF CLS3 DIV.2	\$45.3224	\$89,557	\$46.4555	\$91,796	\$47.3846	\$93,632	\$48.3323	\$95,505	\$49.1781	\$97,176	\$50.0387	\$98,876	\$50.9144	\$100,607	\$51.8054	\$102,367
OAB	A/CONTROLLER = SM CLS5 DIV.2	\$49.9565	\$98,714	\$51.2054	\$101,182	\$52.2295	\$103,205	\$53.2741	\$105,270	\$54.2064	\$107,112	\$55.1550	\$108,986	\$56.1202	\$110,894	\$57.1023	\$112,834
OAD	A/CONTROLLER = SM CL 6 DIV.2	\$52.1152	\$102,980	\$53.4181	\$105,554	\$54.4865	\$107,665	\$55.5762	\$109,819	\$56.5488	\$111,740	\$57.5384	\$113,696	\$58.5453	\$115,686	\$59.5698	\$117,710
OAF	DEPOT CONTROLLER DIV.2	\$55.2833	\$109,240	\$56.6654	\$111,971	\$57.7987	\$114,210	\$58.9547	\$116,494	\$59.9864	\$118,533	\$61.0362	\$120,608	\$62.1043	\$122,718	\$63.1911	\$124,866
ICT Operations																	
OKA	DESKTOP SUPPORT LEVEL 2	\$45.9226	\$90,743	\$47.0707	\$93,012	\$48.0121	\$94,872	\$48.9723	\$96,769	\$49.8293	\$98,463	\$50.7013	\$100,186	\$51.5886	\$101,939	\$52.4914	\$103,723
OKB	DESKTOP SUPPORT TEAM LEADER	\$62.2336	\$122,974	\$63.7894	\$126,048	\$65.0652	\$128,569	\$66.3665	\$131,140	\$67.5279	\$133,435	\$68.7096	\$135,770	\$69.9120	\$138,146	\$71.1355	\$140,564
OKC	IT INFRASTRUCTURE TEAM LEADER	\$87.0701	\$172,051	\$89.2469	\$176,352	\$91.0318	\$179,879	\$92.8524	\$183,476	\$94.4773	\$186,687	\$96.1307	\$189,954	\$97.8130	\$193,278	\$99.5247	\$196,661
OKD	DATA BASE ADMINISTRATOR	\$60.3194	\$119,191	\$61.8274	\$122,171	\$63.0639	\$124,614	\$64.3252	\$127,107	\$65.4509	\$129,331	\$66.5963	\$131,594	\$67.7617	\$133,897	\$68.9475	\$136,240
OKE	SNR DATA BASE ADMINISTRATOR	\$77.5179	\$153,175	\$79.4558	\$157,005	\$81.0449	\$160,145	\$82.6658	\$163,348	\$84.1125	\$166,206	\$85.5845	\$169,115	\$87.0822	\$172,074	\$88.6061	\$175,086
OKF	LEVEL 1 DEVELOPER APPLIC'S SUPPORT	\$69.8682	\$138,060	\$71.6149	\$141,511	\$73.0472	\$144,341	\$74.5081	\$147,228	\$75.8120	\$149,805	\$77.1387	\$152,426	\$78.4886	\$155,093	\$79.8622	\$157,808

Pay Code	Pay Code Description	Jul-23		Jan-24		Jul-24		Jan-25		Jul-25		Jan-26		Jul-26		Jan-27	
		2.50%		2.50%		2.00%		2.00%		1.75%		1.75%		1.75%		1.75%	
		Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual
OKG	LEVEL 2 DEVELOPER APPLIC'S SUPPORT	\$66.0509	\$130,517	\$67.7022	\$133,780	\$69.0562	\$136,455	\$70.4373	\$139,184	\$71.6700	\$141,620	\$72.9242	\$144,098	\$74.2004	\$146,620	\$75.4989	\$149,186
OKH	ICT M'MENT OF CHANGE CO-OORD	\$62.2336	\$122,974	\$63.7894	\$126,048	\$65.0652	\$128,569	\$66.3665	\$131,140	\$67.5279	\$133,435	\$68.7096	\$135,770	\$69.9120	\$138,146	\$71.1355	\$140,564
OKI	ICT INFRA PROJECT MANAGER	\$75.6038	\$149,393	\$77.4939	\$153,128	\$79.0438	\$156,191	\$80.6247	\$159,314	\$82.0356	\$162,102	\$83.4712	\$164,939	\$84.9319	\$167,825	\$86.4182	\$170,762
OKJ	STORAGE ENGINEER	\$71.7877	\$141,852	\$73.5824	\$145,399	\$75.0540	\$148,307	\$76.5551	\$151,273	\$77.8948	\$153,920	\$79.2580	\$156,614	\$80.6450	\$159,355	\$82.0563	\$162,143
OKK	SYSTEMS ENGINEER	\$77.5179	\$153,175	\$79.4558	\$157,005	\$81.0449	\$160,145	\$82.6658	\$163,348	\$84.1125	\$166,206	\$85.5845	\$169,115	\$87.0822	\$172,074	\$88.6061	\$175,086
OKL	SNR SYSTEMS ENGINEER	\$81.3318	\$160,712	\$83.3651	\$164,729	\$85.0324	\$168,024	\$86.7330	\$171,384	\$88.2508	\$174,384	\$89.7952	\$177,435	\$91.3666	\$180,540	\$92.9655	\$183,700
OKM	SNR NETWORK ENGINEER	\$81.3318	\$160,712	\$83.3651	\$164,729	\$85.0324	\$168,024	\$86.7330	\$171,384	\$88.2508	\$174,384	\$89.7952	\$177,435	\$91.3666	\$180,540	\$92.9655	\$183,700

## SCHEDULE C - ALLOWANCES

Description	Jul-23 2.50%	Jan-24 2.50%	Jul-24 2.00%	Jan-25 2.00%	Jul-25 1.75%	Jan-26 1.75%	Jul-26 1.75%	Jan-27 1.75%
SPCL.PYMT 2 1ST YR	\$6.3013	\$6.4588	\$6.5880	\$6.7198	\$6.8373	\$6.9570	\$7.0787	\$7.2026
SPCL.PYMT 2 2ND YR	\$4.3270	\$4.4352	\$4.5239	\$4.6143	\$4.6951	\$4.7773	\$4.8609	\$4.9459
SPCL.PYMT 2 3RD YR	\$5.0267	\$5.1524	\$5.2554	\$5.3605	\$5.4543	\$5.5498	\$5.6469	\$5.7457
SPCL.PYMT 1 1ST YR	\$5.4058	\$5.5409	\$5.6518	\$5.7648	\$5.8657	\$5.9683	\$6.0728	\$6.1790
SPCL.PYMT 1 2ND YR	\$5.8134	\$5.9587	\$6.0779	\$6.1995	\$6.3079	\$6.4183	\$6.5307	\$6.6449
SPCL.PYMT 1 3RD YR	\$6.3013	\$6.4588	\$6.5880	\$6.7198	\$6.8373	\$6.9570	\$7.0787	\$7.2026
LOCO.DRV.SPCL.CLASS	\$0.5650	\$0.5791	\$0.5907	\$0.6025	\$0.6131	\$0.6238	\$0.6347	\$0.6458
INST C'ROOM/SIMTR (MET)	\$12.0277	\$12.3284	\$12.5749	\$12.8264	\$13.0509	\$13.2793	\$13.5117	\$13.7481
ON THE JOB TRAIN. (MET)	\$3.6986	\$3.7911	\$3.8669	\$3.9443	\$4.0133	\$4.0835	\$4.1550	\$4.2277
ON JOB TRN METRO.ALLCE	\$12.0277	\$12.3284	\$12.5749	\$12.8264	\$13.0509	\$13.2793	\$13.5117	\$13.7481
Disruption to Work	\$1.0137	\$1.0390	\$1.0598	\$1.0810	\$1.0999	\$1.1192	\$1.1388	\$1.1587
Early Morning Shift - Loco	\$4.0211	\$4.1216	\$4.2041	\$4.2882	\$4.3632	\$4.4396	\$4.5172	\$4.5963
Afternoon Shift - Loco	\$4.0211	\$4.1216	\$4.2041	\$4.2882	\$4.3632	\$4.4396	\$4.5172	\$4.5963
Night Shift - Loco	\$4.7262	\$4.8444	\$4.9413	\$5.0401	\$5.1283	\$5.2180	\$5.3094	\$5.4023
1:01 To 3:59 - Loco	\$4.7262	\$4.8444	\$4.9413	\$5.0401	\$5.1283	\$5.2180	\$5.3094	\$5.4023
Early Morning Shift - Sal	\$4.1622	\$4.2662	\$4.3515	\$4.4386	\$4.5162	\$4.5953	\$4.6757	\$4.7575
Afternoon Shift - Sal	\$4.1622	\$4.2662	\$4.3515	\$4.4386	\$4.5162	\$4.5953	\$4.6757	\$4.7575
Night Shift - Sal	\$4.8675	\$4.9892	\$5.0890	\$5.1908	\$5.2816	\$5.3740	\$5.4681	\$5.5638
1:01 to 3:59 - Sal	\$4.8675	\$4.9892	\$5.0890	\$5.1908	\$5.2816	\$5.3740	\$5.4681	\$5.5638
Early Morning Shift - TPW	\$4.1380	\$4.2415	\$4.3263	\$4.4128	\$4.4901	\$4.5686	\$4.6486	\$4.7299
Afternoon Shift - TPW	\$4.1380	\$4.2415	\$4.3263	\$4.4128	\$4.4901	\$4.5686	\$4.6486	\$4.7299
Night Shift - TPW	\$4.8203	\$4.9408	\$5.0396	\$5.1404	\$5.2304	\$5.3219	\$5.4150	\$5.5098
1:01 to 3:59 - TPW	\$4.8203	\$4.9408	\$5.0396	\$5.1404	\$5.2304	\$5.3219	\$5.4150	\$5.5098
Relieving Expenses (clause 3.2)	\$28.7856	\$29.5052	\$30.0953	\$30.6972	\$31.2344	\$31.7810	\$32.3372	\$32.9031
Suburban Allowance (clause 4.6) †:								
- Component A: Base	\$10.3464	\$10.6051	\$10.8172	\$11.0335	\$11.2266	\$11.4231	\$11.6230	\$11.8264
- Component B: Supplementary	-	-	\$2.3600	\$2.3600	\$7.4100	\$7.4100	\$12.7800	\$12.7800
Suburban Group Working	\$8.7166	\$8.9345	\$9.1132	\$9.2955	\$9.4582	\$9.6237	\$9.7921	\$9.9634
Overtime Meal	\$14.3928	\$14.7527	\$15.0477	\$15.3487	\$15.6173	\$15.8906	\$16.1687	\$16.4516
T&I Return To HQ Same Day	\$28.7856	\$29.5052	\$30.0953	\$30.6972	\$31.2344	\$31.7810	\$32.3372	\$32.9031
Sub Relieving/Away O'night	\$129.1299	\$132.3581	\$135.0053	\$137.7054	\$140.1152	\$142.5672	\$145.0622	\$147.6008
AO Late Shift Meal (Fri & Sat Only)	\$28.7856	\$29.5052	\$30.0953	\$30.6972	\$31.2344	\$31.7810	\$32.3372	\$32.9031
T&I B'Fast/Lunch (1st 4 weeks )	\$30.4074	\$31.1675	\$31.7909	\$32.4267	\$32.9942	\$33.5716	\$34.1591	\$34.7569
T&I Tea ( 1st 4 Weeks )	\$44.8001	\$45.9201	\$46.8385	\$47.7753	\$48.6113	\$49.4620	\$50.3276	\$51.2083
T&I Bed ( 1st 4 Weeks )	\$129.1299	\$132.3581	\$135.0053	\$137.7054	\$140.1152	\$142.5672	\$145.0622	\$147.6008
T&I B'Fast/Lunch ( Aft 4 Weeks )	\$28.9882	\$29.7129	\$30.3072	\$30.9133	\$31.4543	\$32.0047	\$32.5648	\$33.1347
T&I Tea ( Aft 4 Weeks )	\$36.0832	\$36.9853	\$37.7250	\$38.4795	\$39.1529	\$39.8381	\$40.5353	\$41.2446
T&I Bed ( Aft 4 Weeks )	\$112.1014	\$114.9040	\$117.2020	\$119.5461	\$121.6381	\$123.7668	\$125.9327	\$128.1365
On Call ""Standby"" (System Engineers)	\$7.0641	\$7.2407	\$7.3855	\$7.5332	\$7.6650	\$7.7992	\$7.9357	\$8.0745

† This allowance has been separated for clarity around indexation. "Component A: Base" indexes according to escalation rates in the table headers above. "Component B:

Supplementary" comprises non-indexed flat amounts and therefore clauses 1.7.3 (Wage and Allowances Adjustments) and 1.7.5 (Metro Tunnel Day One Facilitation Increase) do not apply to "Component B: Supplementary".

## SCHEDULE D – CLASSIFICATION STRUCTURE

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### Stations

Role	Descriptors	Competencies	Prerequisites*	Pay Code
Station Assistant  (Trainee Station Assistant grade for first 12 months and pending Cert III completion)	The Trainee Station Assistant is the entry level Stations role. Station Assistants deliver an exceptional and safe passenger experience at stations and provide general assistance to passengers including assistance with the correct use of ticketing system.	Trainee Station Assistant enrolled in Cert III – Rail Customer Service upon commencement of employment  Station Assistant attained Cert III – Rail Customer Service within 12 months of commencement of employment  All safety and emergency management related training as determined by the Company	Demonstrated customer service knowledge and experience  Ability to understand customer needs and respond accordingly  Ability to effectively operate under emergency and/or demanding situations that may involve crowd control	OBK – Trainee OBL
Station Officer	Deliver positive customer experiences by assisting passengers with enquiries and overseeing the safe operation of the station. Resolving passenger complaints prior to escalation, performing Roving and Control Desk activities and performing station accounting duties.	Cert III – Rail Customer Service  Station Accounting  Ticketing  All safety and emergency management related training as determined by the Company	Demonstrated customer service knowledge and experience  Ability to communicate clearly and professionally using safety critical communications to all stakeholders  Ability to effectively operate under emergency and/or demanding situations, work well under pressure and make quick, accurate decisions  High level of computer literacy and of written/spoken English.  Ability to multitask in a busy and challenging work Environment	OBU

Role	Descriptors	Competencies	Prerequisites*	Pay Code
Senior Station Officer	<p>Perform Safeworking Duties at designated locations</p> <p>Perform control desk duties which monitor greater than four Metropolitan lines; and/or</p> <p>Perform control desk duties as the Officer in Charge for Station open / Station close shifts and/or where located within the MURL or Company Tunnel Stations</p> <p>Maintain safety critical communications with Metrol, Signallers and other parties</p> <p>Be the responsible Officer in Charge in the absence of the Station Masters</p>	<p>Safeworking Qualification (where required)</p> <p>Control Desk Operation</p> <p>All safety and emergency management related training as determined by the Company</p> <p>Supervisory training</p>	<p>Ability to operate a control desk</p> <p>Safe Working qualified (at location)</p> <p>Demonstrated customer service knowledge and experience</p> <p>Ability to communicate clearly and professionally using safety critical communications to all stakeholders</p> <p>Ability to effectively operate under emergency and/or demanding situations, work well under pressure and make quick, accurate decisions</p>	OBW
<p>Station Master</p> <p>(Assistant Station Master (ASM) for first 12 months / completion of management and leadership training)</p>	<p>Manage the daily operations of railway stations within their supervised stations and/or control group, to provide operational support to the Senior Station Master and to ensure the day-to-day station resourcing meets the operational requirements of the MTM Franchise and provide supervision, leadership and development to all staff</p>	<p>Complete Leadership and Management training provided by the Company.</p> <p>All safety and emergency management related training as determined by the Company</p>	<p>Completion of Certificate III – Rail Customer Service</p> <p>Experience in rostering of large groups of staff in accordance with fatigue management parameters</p> <p>Experience managing employees within an operational environment</p> <p>Strong written and verbal communication skills</p> <p>Ability to effectively operate under emergency and/or demanding situations</p> <p>Demonstrated customer service knowledge and experience</p>	<p>OCB (ASM)</p> <p>OCF</p>

Role	Descriptors	Competencies	Prerequisites*	Pay Code
Senior Station Master	Has the over-arching responsibility of day to day operations of the Supervised Station and/or Control Group. Provide leadership and development of all direct reports and provide operational support to senior management. Responsible for planning, leadership, customer service and operational delivery as outlined within the position description.	<p>Leadership and Management training provided by the Company.</p> <p>All safety and emergency management related training as determined by the Company</p>	<p>Prerequisites as outlined for Station Master</p> <p>Significant people leadership experience in a customer facing organisation</p> <p>Demonstrated ability to liaise with internal and external stakeholders</p> <p>Ability to deliver on complex tasks, both individually and as part of a team</p>	OCJ

#### Authorised Officers

Role	Descriptors	Competencies	Prerequisites*	Pay Code
Authorised Officer Year One	The Authorised Officer Level One is the entry level AO position and is responsible for providing a reliable, professional, and courteous assistance to the travelling public and Metro Trains Melbourne (MTM) staff. To provide customer service, fare compliance and safety and security as directed and to work under supervision of Crew Leader.	<p>Enrolled in Cert III – Public Transport Customer Service and Compliance</p> <p>Accredited Authorised Officer after completing DTP Law and Procedure Course</p> <p>All safety related training</p> <p>Certificate III Public Transport Customer Service and Compliance (AO)</p> <p>Accreditation as Authorised Officer under the Transport Act</p> <p>Qualified in AO Track Safety training</p>	<p>Ability to hold an accreditation and act as an Authorised Officer under the Transport Act (may include enforcement activities)</p> <p>Ability to understand customer needs and respond accordingly</p>	ODB
Authorised Officer	The Authorised Officer is	Cert III – Public Transport Customer	Certificate III Public Transport Customer Service	ODD

<b>Role</b>	<b>Descriptors</b>	<b>Competencies</b>	<b>Prerequisites*</b>	<b>Pay Code</b>
Year Two	responsible for providing a reliable, professional, and courteous assistance to the travelling public and Metro Trains Melbourne (MTM) staff. To provide customer service, fare compliance and safety and security as directed and to work under supervision of Crew Leader.	<p>Service and Compliance</p> <p>All safety related training</p> <p>Certificate III Public Transport Customer Service and Compliance (AO)</p> <p>Accreditation as Authorised Officer under the Transport Act</p>	<p>and Compliance (AO)</p> <p>Accreditation as Authorised Officer under the Transport Act</p> <p>Experience as an AO Level One</p> <p>Knowledge of Transport Act, INX, Quality and Rail Safety Policies, documented procedures, and work instructions</p> <p>Ability to demonstrate knowledge of legislative, policy, standards and regulation related to the rail industry</p> <p>Ability to follow occupational health safety and environmental procedures in the rail industry</p> <p>Ability to use written and numeracy skills and competency in preparation of compliance reports and evidentiary statements</p>	
Authorised Officer Year Three	The Authorised Officer is responsible for providing a reliable, professional, and courteous assistance to the travelling public and Metro Trains Melbourne (MTM) staff. Mentoring of other AOs and Trainees. To provide customer service, fare compliance and safety and security as directed and to work under supervision of Crew Leader.	<p>Cert III – Public Transport Customer Service and Compliance</p> <p>All safety related training</p> <p>Certificate III Public Transport Customer Service and Compliance (AO)</p> <p>Accreditation as Authorised Officer under the Transport Act</p>	<p>Certificate III Public Transport Customer Service and Compliance (AO)</p> <p>Accreditation as Authorised Officer under the Transport Act</p> <p>Experienced as an AO Level Two</p> <p>Knowledge of Transport Act, INX, Quality and Rail Safety Policies, documented procedures, and work instructions</p> <p>Ability to demonstrate knowledge of legislative, policy, standards and regulation related to the rail industry</p>	ODE

Role	Descriptors	Competencies	Prerequisites*	Pay Code
			<p>Ability to follow occupational health safety and environmental procedures in the rail industry</p> <p>Ability to use written and numeracy skills and competency in preparation of compliance reports and evidentiary statements</p>	
Crew Leader	Lead and mentor Authorised Officers in the both field tasks and administrative functions to ensure the highest standards of safety, customer service and revenue protection across all modes of public transport. Provide support to Team Leader as required and provide on the job training to other AOs.	<p>Cert III – Public Transport Customer Service and Compliance</p> <p>All safety related training</p> <p>Certificate III Public Transport Customer Service and Compliance (AO)</p> <p>Accreditation as Authorised Officer under the Transport Act</p> <p>Leadership and / or management qualification provided by the Company.</p>	<p>Experienced Authorised Officer</p> <p>Prerequisites are required as an Authorised Officer</p> <p>Demonstrated leadership experience in an operational environment</p>	ODF
Team Leader - AO Team Leader Team Leader Operational Support	To effectively lead and mentor teams in both field tasks and administrative functions that ensures the highest standards of safety, passenger service and revenue protection. Manage and lead roster of Authorised Officers to ensure all Authorised Officer operational commitments and administrative functions are met. Provide assistance and guidance to dedicated Operational Support Officers regarding disruption related	<p>Cert III – Public Transport Customer Service and Compliance</p> <p>All safety related training</p> <p>Certificate III Public Transport Customer Service and Compliance (AO)</p> <p>Accreditation as Authorised Officer under the Transport Act</p> <p>Leadership and / or management</p>	<p>Prerequisites are required as an Authorised Officer</p> <p>Experience as an Authorised Officer Crew Leader</p> <p>Strong internal and external stakeholder communication skills</p>	ODG

Role	Descriptors	Competencies	Prerequisites*	Pay Code
	events.	qualification provided by the Company.		

### Compliance and Investigation

Role	Descriptors	Competencies	Prerequisites*	Pay Code
Operational Review Officer	The Operational Review Officer is responsible for supporting the Compliance & Investigations Team Leader by moderating all incidents involving Authorised Officers, compiling briefs of evidence, and analysing CCTV footage to assist with lessons learnt and investigations. Moderating all incidents, compiling briefs of evidence and analysing data insights including CCTV review to assist with lessons learnt and investigations.	<p>Completed Cert III – Public Transport Customer Service and Compliance</p> <p>Accredited Authorised Officer</p> <p>Certificate IV – Leadership and Management or equivalent training provided by Company</p> <p>ICAM – Certification</p> <p>All safety related training</p>	<p>Accredited Authorised Officer</p> <p>Excellent attention to detail.</p> <p>Evidence of the ability to practice a high level of confidentiality.</p> <p>Ability to take on tasks and prioritise workloads.</p> <p>Excellent active listening, problem solving and decision-making skills.</p>	OGA
Compliance & Investigations Investigator	The Compliance & Investigations Investigator is responsible for supporting the Manager and team Leader to establish standard protocols and procedures for Authorised Officers in providing high quality passenger services, public education, fare compliance, preventative, and reactive enforcement, including safety and security to the rail network. Investigate Passenger Experience specific events, provide complaint handling investigation outcomes, and review and analyse specific	<p>Completed Cert III – Public Transport Customer Service and Compliance</p> <p>Accredited Authorised Officer</p> <p>Certificate IV – Leadership and Management or equivalent training provided by Company</p> <p>ICAM – Certification</p> <p>Certificate IV – Government Investigations</p>	<p>Accredited Authorised Officer</p> <p>ICAM – Certification</p> <p>Extensive knowledge of the Transport Act, Personnel Policies and practices, Code of Behaviour, ZBAC, Environment Act, the Privacy Act and other relevant legislation.</p> <p>Ability to communicate effectively with all levels of management and staff (verbal and written).</p> <p>Experienced Compliance &amp; Investigations Coordinator/ Investigator</p>	OGG

Role	Descriptors	Competencies	Prerequisites*	Pay Code
	events using CCTV.	All safety related training	Experience using applications such as INX, InForm, OnTrack, MetroConnect  Experience using Microsoft packages such as Teams & Office 365  Experience with working in high pressure environments	
Compliance & Investigations Team Leader	The Compliance & Investigations Team Leader position exists to lead a team of Investigation, audit & review professionals to deliver continuous improvements within the Authorised Officers department and wider Passenger Experience Team to ensure MTM maintain their accreditation in line regulatory standards Functional Responsibilities.	Completed Cert III – Public Transport Customer Service and Compliance  Accredited Authorised Officer  Leadership and / or management qualification provided by the Company  ICAM – Certification  Diploma – Government Investigations  All safety related training	Accredited Authorised Officer  Experienced Compliance & Investigations Coordinator/ Investigator  ICAM – Certification  Experience using applications such as INX, InForm, OnTrack, MetroConnect  Experience using Microsoft packages such as Teams & Office 365  Strong Written & Verbal Communication Skills  Experience with working in high pressure environments  Demonstrated leadership experience in an operational environment	OGI
Reporting Admin Officer	To support the Compliance & Operational Support Manager and the Authorised Officers Department by effectively undertaking relevant reporting & administrative functions	Completed Cert III – Public Transport Customer Service and Compliance  Accredited Authorised Officer	Accredited Authorised Officer  Experience in reporting and administration functions  Ability to manage, use and maintain administrative	OEK

Role	Descriptors	Competencies	Prerequisites*	Pay Code
		All safety related training	<p>systems</p> <p>Experience in the use of Microsoft Office packages</p> <p>Ability to communicate effectively with all levels of management and staff (verbal and written)</p>	
Resource Planning Scheduling Officer	The Resource Planning & Scheduling Officer position exists to effectively plan & roster Authorised Officers for all operational requirements and assist the Compliance & Operational Support Manager with resource planning, special events and recruitment	<p>Completed Cert III – Public Transport Customer Service and Compliance</p> <p>Accredited Authorised Officer</p> <p>All safety related training</p>	<p>Accredited Authorised Officer</p> <p>Experience in rostering &amp; scheduling of staff</p> <p>Ability to manage, use and maintain administrative systems</p> <p>Experience in the use of Microsoft Office packages</p> <p>Ability to communicate effectively with all levels of management and staff (verbal and written)</p> <p>Ability to engage internal and external stakeholders</p>	OEO
Operational Support Officer	<p>The Operational Support Officer position exists to support the Authorised Officers within the field with Information &amp; Support during day to day operations and increased focus on resourcing &amp; deploying Authorised Officers for events to support the Passenger Experience and Operational Delivery.</p> <p>Monitor CCTV in line with specified field activities including, but not</p>	<p>Completed Cert III – Public Transport Customer Service and Compliance</p> <p>Accredited Authorised Officer</p> <p>All safety related training</p>	<p>Accredited Authorised Officer</p> <p>Experience using applications such as INX, InForm, OnTrack, MetroConnect</p> <p>Experience using Microsoft packages such as Teams &amp; Office 365</p> <p>Strong Written &amp; Verbal Communication Skills</p> <p>Experience with working in high pressure environments</p>	ODF

Role	Descriptors	Competencies	Prerequisites*	Pay Code
	limited to unplanned disruptions, Special events and occupations.		Must be at least level AO 3 grade and above, notwithstanding that the Company may consider AO 2 grade candidates if there are no suitable candidates at the AO 3 grade	
AOOS Team Leader	Responsible for leading the AOOS team to support the AOs within the field with Information & Support during day to day operations and increased focus on resourcing & deploying Authorised Officers for events to support the Passenger Experience and Operational Delivery.	Completed Cert III – Public Transport Customer Service and Compliance  Accredited Authorised Officer  All safety related training  Leadership and / or management qualification provided by the Company	Accredited Authorised Officer  Experience using applications such as INX, InForm, OnTrack, MetroConnect  Experience using Microsoft packages such as Teams & Office 365  Strong Written & Verbal Communication Skills  Experience with working in high pressure environments  Demonstrated leadership experience in an operational environment	ODG

#### Metrol

Role	Descriptors	Competencies	Prerequisites*	Pay Code
Communication Improvement Officer	To contribute to an efficient internal and external communications service, with specific focus on providing reliable and accurate customer information in relation to cancellations, late and altered running, disruptions, infrastructure defects and other network status matters.	All relevant training for the role including all safety related training  Demonstrated experience in communications in an operational environment  Demonstrated experience in the operation of business computer systems	Successful completion of MTM's selection/ aptitude test  Demonstrated experience in customer service  Sound knowledge of digital media platforms including social media channels  Demonstrated experience in communications in	OEN OEO  Annual progression

Role	Descriptors	Competencies	Prerequisites*	Pay Code
		<p>Sound Knowledge of WHS requirements</p> <p>Sound Knowledge of MTM network and operations</p> <p>Ability to follow occupational health, safety and environmental procedures in the rail industry</p> <p>Ability to engage and maintain internal and external relationships</p> <p>Ability to identify customer specifications and requirements</p>	<p>an operational environment</p> <p>Demonstrated experience in the operation of business computer systems</p>	
Fleet Controller	Ensure sufficient suburban train sets are in position and available to meet timetabled services, special events, and that trains are available for all forms of scheduled and unscheduled maintenance, at the various train maintenance depots and sidings.	All relevant training for the role including all safety related training	<p>Sound knowledge of MTM's stations and rail network including sidings and working timetable.</p> <p>Knowledge of and competency in using MTM OCMS systems used at Metrol</p> <p>Ability to communicate complicated contingency arrangements accurately in a high pressure and dynamic work environment</p>	OAK
Centralised Customer Announcer	Operate the Digital Train Radio System (DTRS) to provide accurate, timely and relevant announcements to trains from a centralised location. Develop and continuously improve scripting for real time passenger information for various scenarios and coordinate with the broader Network	<p>All relevant training for the role including all safety related training</p> <p>Operate the Digital Train Radio System (DTRS)</p> <p>Provide accurate, timely and relevant announcements to trains from a centralised location.</p>	<p>Demonstrated customer service skills</p> <p>Ability to communicate and liaise with all operational areas of the MTM business on all matters relating to train running, service disruption and special events</p> <p>High level of written communication skills</p>	<p>OEF OEG</p> <p>Annual progression</p>

Role	Descriptors	Competencies	Prerequisites*	Pay Code
	Operations team to ensure consistency of messaging across all external communication platforms.	<p>Develop and continuously improve scripting for real time passenger information for various scenarios (refer PD).</p> <p>Leverage and coordinate with the broader Network Operations team to ensure consistency of messaging across all external communication platforms.</p> <p>Ability to schedule work priorities to ensure deadlines are strictly adhered to</p> <p>Ability to prioritise and multitask during concurrent unplanned events across network</p>	<p>High level of verbal communication skills</p> <p>Ability to make quick and effective decisions independently</p> <p>Ability to work in high pressure environments</p>	
Team Leader - Passenger Control Centre	<p>Lead and assist CCL, CIO and CCA teams to ensure that the coordination of information and communication for internal and external parties is timely and effective during disruptions and daily operations. Implement emergency procedures in conjunction with key stakeholders and lead post disruption divisional lessons learned. Manage the execution of disruption handling activities takes place in line with procedures and activities, including special and major event traffic.</p> <p>Lead and manage that directions</p>	<p>Leadership and Management training provided by the Company.</p> <p>All relevant training for the role including all safety related training</p> <p>MIRI – Metro Introduction into the Rail Industry</p>	<p>5 years' experience in leading and supervising teams</p> <p>Demonstrated knowledge in operational role</p> <p>Demonstrated knowledge in disruption management</p> <p>Ability to communicate effectively and liaise with all stakeholders on matters relating to train running, service disruptions and special events</p> <p>Ability to effectively prioritise, problem solve and manage time in high pressure environments</p> <p>High level of written and verbal communication skills</p>	<p>OGJ</p> <p>OGK</p> <p>OGL</p> <p>OGM</p> <p>Annual progression</p>

Role	Descriptors	Competencies	Prerequisites*	Pay Code
	from Company relating to train running, signalling operations and infrastructure failures are carried out correctly and seek opportunities for improvements.		Proficient in all MS office products	
Passenger Control Leader	To provide assistance to the Customer Experience Performance Manager in implementing emergency procedures. This will include the organisation of resource deployment, replacements buses and supporting control desk operating facilities network wide at the CCC (Customer Control Centre) during major disruptions.	<p>Leadership and Management training provided by the Company.</p> <p>All relevant training for the role including all safety related training</p> <p>Experience in control desk and station operations</p> <p>Experience in handling disruption and organising/ implementing effective contingency plans</p> <p>Ability in directing staff to handle high volume traffic during disruptions and special / major events</p> <p>Ability to solve problems, make decisions quickly and to confidently liaise with external stakeholders</p>	<p>Minimum 5 years railway operations experience</p> <p>High level of verbal and written communication skills</p> <p>Demonstrated Customer service skills</p> <p>Proficient in all MS office products</p> <p>Supervisory experience</p>	<p>OGD</p> <p>OGE</p> <p>OGF</p> <p>OGG</p> <p>Annual Progression</p>
PIDS Operator	The PIDS Operator position exists to ensure the accurate and timely display of train running information on the Passenger Information display system used by the passengers throughout the Company rail networks and provide general administrative support to	<p>All relevant training for the role including all safety related training</p> <p>Knowledge of and competency in using MTM OCMS systems used at Company including PRS, INX and ACOM communication system.</p>	<p>Sound level of communication, literacy and numeracy skills.</p> <p>Sound level of computer literacy skills and business software packages.</p>	<p>OAS</p> <p>OAR</p> <p>Annual Progression</p>

Role	Descriptors	Competencies	Prerequisites*	Pay Code
	the Company-based control team			

## Train Control

Role	Descriptors	Competencies	Prerequisites*	Pay Code
Train Controller 1	Safely facilitate, supervise and direct the movement of all rolling stock types (including track inspection and maintenance vehicles) authorised to operate on the MTM rail network, for on-time running and performance in accordance with MTM's contractual and legislative obligations.	<p>Safeworking accreditation for role requirements</p> <p>Current Train Controller 1 accreditation</p> <p>Knowledge of and competency in using Competency in MTM OCMS systems at Metrol</p> <p>Qualification of the 1994 Book of Rules and Operating Procedures</p> <p>Detailed knowledge of Group standard operating procedures</p> <p>Qualification of Communication Based Train control system</p> <p>All relevant training for the role including all safety related training</p>	<p>Safeworking accreditation for role requirements</p> <p>Current Train Controller 2 accreditation</p> <p>Ability to communicate complicated contingency arrangements accurately in a high pressure and dynamic work environment</p>	OAH
Train Controller 2	Safely facilitate, supervise and direct the movement of all rolling stock types (including track inspection and maintenance vehicles) authorised to operate on the MTM rail network, for on-time running and performance in accordance with MTM's contractual and legislative obligations.	<p>Safeworking accreditation for role requirements</p> <p>Current Train Controller 2 accreditation</p> <p>Knowledge of and competency in using MTM OCMS systems</p>	<p>Safeworking accreditation for role requirements</p> <p>Current Train Controller 3 accreditation</p> <p>Ability to communicate complicated contingency arrangements accurately in a high pressure and dynamic work environment</p>	OAI

Role	Descriptors	Competencies	Prerequisites*	Pay Code
		<p>Qualification of the 1994 Book of Rules and Operating Procedures</p> <p>Detailed knowledge of Group standard operating procedures</p> <p>Qualification of Communication Based Train control system</p> <p>All relevant training for the role including all safety related training</p>		
Train Controller 3	Safely facilitate, supervise and control the movements of Metro Suburban Trains, other systems Locomotives, Track Inspection and maintenance vehicles throughout the defined area whilst providing the highest possible standard of "On Time" running for customers.	<p>Safeworking accreditation for role requirements</p> <p>Qualification of the 1994 Book of Rules and Operating Procedures</p> <p>Current Train Controller 3 accreditation</p> <p>Qualification of Communication Based Train control system</p> <p>Knowledge of Group standard operating procedures</p> <p>Ability to communicate complicated contingency arrangements accurately in a high pressure and dynamic work environment</p> <p>All relevant training for the role including all safety related training</p>	<p>Ability to obtain Safeworking accreditation for role requirements</p> <p>Ability to communicate complicated contingency arrangements accurately in a high pressure and dynamic work environment</p> <p>Analytical and problem-solving skills</p>	OAJ
Train Controller 4	Safely facilitate, supervise and	Qualification of the 1994 Book of	Able to remain calm and focussed whilst working in	OAL

Role	Descriptors	Competencies	Prerequisites*	Pay Code
	<p>control the movements of Metro Suburban Trains, Locomotives, Track Inspection and maintenance vehicles throughout the defined area and facilitate "On Time" running to deliver our contractual obligations.</p> <p>To Control the movement of all trains within the area controlled by the Train Control monitoring system, thru the operations of signal control panels.</p>	<p>Rules and Operating Procedures</p> <p>Knowledge of Group standard operating procedures</p> <p>Ability to communicate complicated contingency arrangements accurately in a high pressure and dynamic work environment</p> <p>Analytical and problem-solving skills</p> <p>Knowledge of and competency in using MTM OCMS systems</p> <p>All relevant training for the role including all safety related training</p>	<p>a dynamic and fast-paced safety critical operational environment.</p> <p>Knowledge of MTM's station and rail network and the working timetable</p> <p>Knowledge of and competency in using MTM OCS and OCMS systems used at Metrol including TCMS, DTRS, and AECOM communication system.</p> <p>Willing to work at the Metrol Disaster recovery site</p> <p>Qualified in ABS (ATC preferred)</p> <p>2 years Signalling experience within the MTM network is preferred but not mandatory</p>	
Senior Network Controller	<p>Manage and coordinate the MTM rail network operations and associated staff on shift to ensure the safe, reliable and punctual delivery of the daily reference timetable.</p>	<p>MTM Safeworking Qualifications</p> <p>Qualification of the 1994 Book of Rules and Operating Procedures</p> <p>Detailed knowledge of Group standard operating procedures</p> <p>Qualification of Communication Based Train control system</p> <p>Complete Leadership and Management training provided by the Company.</p> <p>All relevant training for the role including all safety related training</p>	<p>Extensive Experience at MTM Train Control class 1 (or equivalent)</p> <p>Substantial knowledge of the rail operations and train control functions.</p> <p>Qualification of the 1994 Book of Rules and Operating Procedures</p> <p>Detailed knowledge of Group standard operating procedures</p> <p>Qualification of Communication Based Train control system</p> <p>Ability to communicate complicated contingency arrangements accurately in a high pressure and dynamic work environment</p>	OGM

Role	Descriptors	Competencies	Prerequisites*	Pay Code
			<p>Analytical and problem-solving skills</p> <p>Ability to communicate complicated contingency arrangements accurately in a high pressure and dynamic work environment</p>	

### Signallers

Role	Descriptors	Competencies	Prerequisites*	Pay Code
Signaller – Reliever (entry level)	Safely control the movement of rail traffic and protection of works at designated locations on the MTM network through the operation of different signalling apparatus, ensuring strict adherence to the various Safeworking systems in accordance with The Rules, Group Operating Procedures and supplementary instructions. To ensure on-time running and performance in accordance with MTM's contractual and legislative obligations. Operate on a relieving basis at the required locations and classifications.	<p>Competency in the relevant systems for role requirements including ABS, ATC, DLB, ATS, DTRS etc. and/or any systems implemented in the future.</p> <p>Use of computer screen-based signalling systems (Westcad, Sigview, Core TCMS TCMS GUIDO etc).</p> <p>Ability to operate various interlocking apparatus/systems (levers, switches, CBI, etc).</p> <p>Qualification of the 1994 Book of Rules and Operating Procedures</p> <p>Knowledge of Group standard operating procedures</p> <p>Qualification of Communication Based Train control system</p> <p>All relevant training for the role including all safety related training</p>	<p>Ability to obtain and demonstrate competency in relevant systems for role requirements including ABS, ATC, DLB, ATS, DTRS etc. and/or any systems implemented in the future.</p> <p>Strong communication skills</p> <p>Able to remain calm and focussed whilst working in a dynamic and fast-paced safety critical operational environment.</p> <p>Safety Awareness aptitude</p> <p>Have effective analytical and problem solving skills</p> <p>Have a driver's license and a reliable car enabling you to get to a variety of locations</p>	OAO

Role	Descriptors	Competencies	Prerequisites*	Pay Code
Signaller – Reliever (incl special class – Werribee)	Safely control the movement of rail traffic and protection of works at designated locations on the MTM network through the operation of different signalling apparatus, ensuring strict adherence to the various Safeworking systems in accordance with The Rules, Group Operating Procedures and supplementary instructions. To ensure on-time running and performance in accordance with MTM's contractual and legislative obligations.	<p>Ability to obtain and demonstrate competency in the relevant systems for role requirements including ABS, ATC, DLB, ATS, DTRS etc. and/or any systems implemented in the future.</p> <p>Use of computer screen-based signalling systems (Westcad, Sigview, Core TCMS TCMS GUIDO etc).</p> <p>Ability to operate various interlocking apparatus/systems (levers, switches, CBI, etc).</p> <p>Qualification of the 1994 Book of Rules and Operating Procedures</p> <p>Knowledge of Group standard operating procedures</p>	<p>Prerequisites as required of Signaller Level One or Relieving Signaller</p> <p>Experience as an MTM Signaller</p> <p>Competency in individual relevant signal panel accreditations for the area</p>	OAQ
<p>Area Controller (entry panel)</p> <p>Area Controller – (complex panel)</p>	Safely control the movement of rail traffic and protection of works at designated locations on the MTM network through the operation of different signalling apparatus, ensuring strict adherence to the various Safeworking systems in accordance with The Rules, Group Operating Procedures and supplementary instructions. To ensure on-time running and performance in accordance with MTM's contractual and legislative	<p>Ability to obtain and demonstrate competency in the relevant systems for role requirements including ABS, ATC, DLB, ATS, DTRS etc. and/or any systems implemented in the future.</p> <p>Competency in individual relevant signal panel accreditations</p> <p>Use of computer screen-based signalling systems (Westcad, Sigview, Core TCMS TCMS GUIDO</p>	<p>Prerequisites as required of Signaller Level One or Relieving Signaller</p> <p>Experience as an MTM Signaller</p> <p>Competency in individual relevant signal panel accreditations for the area</p>	<p>OAB - entry</p> <p>OAD – complex</p>

Role	Descriptors	Competencies	Prerequisites*	Pay Code
	obligations.	<p>etc).</p> <p>Ability to operate various interlocking apparatus/systems (levers, switches, CBI, etc).</p> <p>Qualification of the 1994 Book of Rules and Operating Procedures</p> <p>Knowledge of Group standard operating procedures</p>		
Depot Controller	Safely control the movement of rail traffic and protection of works at designated locations on the MTM network through the operation of different signalling apparatus, ensuring strict adherence to the various Safeworking systems in accordance with The Rules, Group Operating Procedures and supplementary instructions. To ensure on-time running and performance in accordance with MTM's contractual and legislative obligations.	<p>Ability to obtain and demonstrate competency in the relevant systems for role requirements including ABS, ATC, DLB, ATS, DTRS etc. and/or any systems implemented in the future.</p> <p>Use of computer screen-based signalling systems (Westcad, Sigview, Core TCMS TCMS GUIDO etc).</p> <p>Ability to operate various interlocking apparatus/systems (levers, switches, CBI, etc).</p> <p>Qualification of the 1994 Book of Rules and Operating Procedures</p> <p>Knowledge of Group standard operating procedures</p>	<p>Prerequisites as required of Signaller Level One or Relieving Signaller</p> <p>Experience as an MTM Signaller</p> <p>Competency in individual relevant signal panel accreditations for the area</p>	OAF
Rail incident Commander –	Provide in field supervision and auditing in the operations of MTM's	Competency in all relevant systems for role requirements including ABS,	Must possess all Safeworking qualifications relevant to the operation of trains within the	<p>OGD</p> <p>OGE</p>

Role	Descriptors	Competencies	Prerequisites*	Pay Code
Signaller Specialist	Metropolitan Signal Boxes and Signallers ensuring competency and performance comply with the proper application of rules and Operating Procedures and Supplementary instructions. Provide incident response management including liaising with emergency services to ensure a safe return to timetable following service disruption.	<p>ATC, DLB, ATS, DTRS etc. and/or any systems implemented in the future.</p> <p>Qualification of the 1994 Book of Rules and Operating Procedures</p> <p>Qualification of Communication Based Train control system</p> <p>Leadership and Management training provided by the Company.</p> <p>All safety related training</p>	<p>metropolitan network boundaries</p> <p>Demonstrated sound knowledge of the layout of the MTM metropolitan system, train-stabling facilities, train operating procedures, Signalling and Safeworking systems</p> <p>Demonstrated in-depth working knowledge of the infrastructure environment, fleet configuration, equipment and systems provided for the operation of MTM's services</p> <p>Demonstrated knowledge of the Metropolitan rail network</p> <p>Ability to communicate effectively with all levels of management and staff (verbal and written)</p> <p>Ability to identify customer specifications and requirements</p>	<p>OGF</p> <p>OGG</p> <p>OGH</p> <p>OGI</p> <p>OGJ</p> <p>OGK</p> <p>OGL</p> <p>Auto progression</p>

### Train Crew Rostering

Role	Descriptors	Competencies	Prerequisites*	Pay Code
Roster Amendment Officer (RAO)	Plan and deliver high quality amendment to Drivers Rosters within the specified timeframe that is incorporating timetable alterations, meeting Enterprise Agreement requirements and ensuring optimised utilisation of Train Drivers for the MTM suburban train network.	<p>Competent in driver rostering</p> <p>EA expertise in rostering clauses</p> <p>Fatigue management</p> <p>Competent in the current rostering system</p>	<p>Ability to collect, analyse relevant data and information to assist decision making</p> <p>Ability to identify and analyse risks, mitigate and/or make corrective actions</p> <p>Experience in working with computers</p> <p>Ability to plan and execute working plan</p> <p>Ability to schedule work priorities to ensure deadlines are strictly adhered to</p>	<p>OEL</p> <p>OEM</p> <p>OEN</p> <p>OEO</p> <p>Progression Structure based on competency,</p>

Role	Descriptors	Competencies	Prerequisites*	Pay Code
			<p>Ability to communicate effectively with all levels of management and staff (verbal and written)</p> <p>Ability to work independently under minimal supervision and collaboratively in a team</p> <p>Ability to follow occupational health, safety and environmental procedures in the rail industry</p>	assessment over each 12 month period.
Driver Roster Delivery Team Leader	Lead a team responsible for performing amendments to Drivers Rosters that is incorporating temporary timetable alterations, meeting Enterprise Agreement and operations requirements and ensuring optimised utilisation of Train Drivers for the MTM suburban train network.	<p>Competent in Driver Rostering</p> <p>EA expertise in rostering clauses</p> <p>Fatigue management</p> <p>Leadership and Management training provided by the Company.</p> <p>All safety related training</p>	<p>Demonstrated experience and knowledge working with local agreements and complex procedures</p> <p>Knowledge of Fatigue Management and its application if train driver rostering</p> <p>Experience in team leading role</p> <p>Ability to identify and analyse risks, mitigate and/or make corrective actions</p> <p>Ability to collect, analyse relevant data and information to facilitate decision making</p> <p>Ability to systematically identify root cause of a problem, work out potential solutions and implement fixes to address the issue</p> <p>Ability to communicate effectively with all levels of management and staff (verbal and written)</p> <p>Good computer skills with experience in the use of common office software</p>	OGG
Roster Delivery & Improvement Specialist	This role is responsible for delivering project driver training	All relevant training for the role including all safety related training	Completion of Year 12 VCE minimum	OGE

Role	Descriptors	Competencies	Prerequisites*	Pay Code
	from rostering perspective and driving continuous improvement which covers an end-to-end roster planning delivery	<p>Competent in driver rostering &amp; work allocation</p> <p>EA expertise in rostering clauses</p> <p>Fatigue management</p> <p>Competent in the current rostering system</p>	<p>Demonstrated experience and knowledge working with local agreements and complex procedures</p> <p>Knowledge of Fatigue Management and its application if train driver rostering</p> <p>Cognitive ability to respond to technological advancements in allocation systems and resource utilisation processes</p> <p>Good computer skills with experience in the use of common office software</p> <p>Ability to collect, analyse and present workplace data and information</p> <p>Ability to communicate effectively with all levels of management and staff (verbal and written)</p> <p>Ability to identify and analyse risks, and make corrective actions</p> <p>Ability to schedule work priorities to ensure deadlines are strictly adhered to</p>	
Driver Roster Planner (DRP)	Roster allocation management for all MTM Drivers, including continuous updating of master rotation to cover all master roster, slipped and extra shifts in advance and in accordance with EA / Roster Code.	<p>All relevant training for the role including all safety related training</p> <p>Competent in driver rostering &amp; work allocation</p> <p>EA expertise in rostering clauses</p> <p>Fatigue management</p> <p>Competent in the current rostering system and workflow system</p>	<p>Computer skills, experience in the use of common office software (experience in rostering software is preferred)</p> <p>Knowledge of MTM Operations Network and relevant rostering clauses in the MTM Enterprise Agreement is preferred</p> <p>Demonstrated experience and knowledge in the rostering and crew allocation</p> <p>Knowledge of WHS requirements</p>	OGD

Role	Descriptors	Competencies	Prerequisites*	Pay Code
			<p>Knowledge of Fatigue Management and its application in rostering practices</p> <p>Ability to collect, analyse and present information</p> <p>Communication skills</p> <p>Ability to follow guidelines and procedures</p> <p>Ability to priority and time management</p> <p>Ability to identify and analyse risk, and make corrective action</p>	
Roster Planning Co-Ordinator	<p>This role is responsible for roster administration management and coordination for all MTM Train Drivers in accordance with EA/Roster guidelines, including leave management, voluntary and involuntary transfers, Master Data set up and maintenance for new Train Drivers, Job Share Drivers, Flexible Work Arrangements (FWA), Resignations, Retirements and Train Driver qualification updates.</p>	<p>All relevant training for the role including all safety related training</p> <p>Competent in driver rostering &amp; work allocation</p> <p>EA expertise in rostering clauses</p> <p>Fatigue management</p> <p>Competent in the current rostering system and workflow system</p>	<p>Demonstrated experience and knowledge in the rostering and allocation function for Drivers, including local agreements and procedures</p> <p>Ability to operate computer-based Rostering, Time &amp; Attendance systems and common office software</p> <p>Experience in the application of the relevant Enterprise Agreements applicable to the role</p> <p>Knowledge of Fatigue Management and its application if train driver rostering</p> <p>Ability to collect, analyse and present workplace data and information</p> <p>Ability to communicate effectively with all levels of management and staff (verbal and written)</p> <p>Ability to identify and analyse risks, and make corrective actions</p>	OGE

Role	Descriptors	Competencies	Prerequisites*	Pay Code
			Ability to schedule work priorities to ensure deadlines are strictly adhered to	
Driver Allocation Officer (DAO)	Efficient utilisation and allocation of MTM Train Driver resources to ensure the on-time operation of the MTM service according to the working timetable, special events, Government Projects, altered service patterns and operational maintenance requirements.	<p>All relevant training for the role including all safety related training</p> <p>Competent in crew allocation on the day of operations</p> <p>EA expertise in rostering clauses</p> <p>Fatigue management</p> <p>Competent in the current day of operations crew allocation system</p>	<p>Computer skills, experience in the use of common office software (experience in rostering and time &amp; attendance software is preferred)</p> <p>Knowledge of MTM Operations Network and relevant rostering clauses in the MTM Enterprise Agreement is preferred</p> <p>Ability to work independently with minimal supervision</p> <p>Ability to collect, analyse and present information</p> <p>Communication skills</p> <p>Ability to follow guidelines and procedures</p> <p>Ability to priority and time management</p> <p>Ability to identify and analyse risk, and make corrective action</p>	OGB
Driver Allocation Team Leader	Manage and assist a team of Driver Allocation Officers in the efficient utilisation of MTM Driver resources to ensure the optimum operation of the MTM service according to the working timetable, special and altered services for maintenance requirements and in times of major service disruptions.	<p>All relevant training for the role including all safety related training</p> <p>Leadership and Management training provided by the Company</p> <p>Competent in crew allocation on the day of operations</p> <p>EA expertise in rostering clauses</p>	<p>Management experience in staff supervision</p> <p>Knowledge of train timetables, rostering, and layout and facilities of MTM suburban rail system</p> <p>Experience in driver rostering and have knowledge in rostering procedure</p> <p>Experience in the application of Fatigue and Enterprise Agreement guidelines in driver rostering</p>	OGI

Role	Descriptors	Competencies	Prerequisites*	Pay Code
		<p>Fatigue management</p> <p>Competent in the current day of operations crew allocation system</p>	<p>practices</p> <p>Communication skills</p> <p>Ability to collect, analyse and present information</p> <p>Ability to follow guidelines and procedures</p> <p>Ability to priority and time management</p> <p>Ability to identify and analyse risk, and make corrective action</p>	
Rostering Administrator	Assist in the administrative, communication and information sharing aspects of the Rostering and Driver Allocation departments.	<p>All relevant training for the role including all safety related training</p> <p>Power BI report creation and administration</p> <p>Competent in MSOffice, particularly in MSEXcel or other reporting software</p>	<p>Completion of secretarial studies commensurate with supporting management</p> <p>Highly developed interpersonal skills with the ability and self-confidence to liaise effectively with all levels of management and staff levels</p> <p>High level of diplomacy and professionalism</p> <p>Ability to cope with competing demands and a significant volume of work</p> <p>Ability to interpret and analyse information relating to performance metrics and TCR report</p> <p>Highly developed skills in maintaining data accuracy and administrative systems</p> <p>High proficiency in Word, Excel, Power Point and related software packages</p> <p>Ability to effectively plan, work and meet completion schedules</p>	<p>OEN</p> <p>OEO</p> <p>Progression to OEO based on competency assessment within 12 months.</p>

Role	Descriptors	Competencies	Prerequisites*	Pay Code
			Experience in a secretarial support role	
Prerequisites*		The following are common prerequisites which apply to all positions	<ul style="list-style-type: none"><li>· adhere to all OH&amp;S requirements and perform all duties in a safe manner</li><li>· demonstrate Company values at all times</li><li>· perform duties of a lower grade as required</li><li>· perform duties as requested by the manager</li><li>· pass pre-selection testing</li><li>· meet the medical standards prescribed to competently deliver the functional requirements of the role</li></ul>	

## **SCHEDULE E – IMPLEMENTATION SCHEDULE (EMPLOYEES COVERED BY PART 3)**

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### **E.1 Definitions**

Any reference to the “2019 Agreement” in this Schedule is a reference to the *Metro Trains Melbourne Pty Ltd Rail Operations Enterprise Agreement 2019*.

Any reference to the “2023 Agreement” in this Schedule is a reference to the *Metro Trains Melbourne Pty Ltd Rail Operations Enterprise Agreement 2023*.

### **E.2 Classification changes**

The parties have agreed that the following classification changes will occur:

- i. Employees who were covered by the 2019 Agreement and employed in the classification “Station Master 04 (OCB)” immediately before the operation date of the 2023 Agreement, will automatically progress to “Station Master (OCF)” effective from the operation date of the 2023 Agreement.
- ii. Employees who were covered by the 2019 Agreement and employed in the classification “Station Officer 01 (OBS)” immediately before the operation date of the 2023 Agreement, will automatically progress to “Station Officer (OBU)” effective from the operation date of the 2023 Agreement.
- iii. Employees who were covered by the 2019 Agreement and employed in the classification “Station Officer 03 (OBW)” immediately before the operation date of the 2023 Agreement, will be recategorised as “Senior Station Officers (OBW)” effective from the operation date of the 2023 Agreement.
- iv. Employees who were covered by the 2019 Agreement and employed in the classification “Station Master 06 (OCF)” immediately before the operation date of the 2023 Agreement, will be recategorised as “Station Master (OCF)” effective from the operation date of the 2023 Agreement.
- v. Employees who were covered by the 2019 Agreement and employed in the classification “Station Master 08 (OCJ)” immediately before the operation date of the 2023 Agreement, will be recategorised as “Senior Station Master (OCJ)” effective from the operation date of the 2023 Agreement.
- vi. Employees who were covered by the 2019 Agreement and employed in a Div. 1 Signalling Grade immediately before the operation date of the 2023 Agreement, will automatically progress to the relevant Div. 2 Signalling Grade effective from the operation date of the 2023 Agreement.

### **E.3 Development and finalisation of classification descriptors**

- E.3.1 The parties will develop and finalise classification descriptors (including competencies and prerequisites), in the same format as Schedule D of this Agreement, for all other roles covered by Part 3 of this Agreement that are not listed in Schedule D. The parties will aim to finalise these classification descriptors within the first twelve (12) months of the operation date of the 2023 Agreement.
- E.3.2 For the avoidance of doubt, any reference to prerequisites in clause 3.30.3 (Internal Recruitment) includes the prerequisites that are developed and finalised by the parties in clause E.3.1.
- E.3.3 In recognition of the significance of the introduction of the classifications in Schedule D, the parties commit to ensuring any obvious errors or omissions are dealt with in a collaborative manner, and corrections to be documented in writing, and if determined necessary, formalised through a variation application to the Fair Work Commission in accordance with s.218A of the *Fair Work Act 2009* (Cth).