



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

KDR Victoria Pty Ltd T/A Yarra Trams
(AG2019/2201)

YARRA TRAMS ENTERPRISE AGREEMENT 2019 - ROLLING STOCK, ADMINISTRATION, TECHNICAL & PROFESSIONAL

Passenger vehicle transport (non rail) industry

COMMISSIONER LEE

SYDNEY, 9 AUGUST 2019

Application for approval of the Yarra Trams Enterprise Agreement 2019 - Rolling Stock, Administration, Technical & Professional.

[1] An application has been made for approval of an enterprise agreement known as the *Yarra Trams Enterprise Agreement 2019 - Rolling Stock, Administration, Technical & Professional* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by KDR Victoria Pty Ltd T/A Yarra Trams. The Agreement is a single enterprise agreement.

[2] The Employer has provided written undertakings. A copy of the undertakings is attached in Annexure A. I am satisfied that the undertakings will not cause financial detriment to any employee covered by the Agreement and that the undertakings will not result in substantial changes to the Agreement.

[3] Subject to the undertakings referred to above, I am satisfied that each of the requirements of ss.186, 187, 188 and 190 as are relevant to this application for approval have been met.

[4] Pursuant to s.205(2) of the Act, the model consultation term prescribed by the *Fair Work Regulations 2009* is taken to be a term of the Agreement.

[5] The “Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union” known as the Australian Manufacturing Workers’ Union (AMWU), the Association of Professional Engineers, Scientists and Managers, Australia, the Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia and the Australian Rail, Tram and Bus Industry Union 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.

[6] I observe that the following provisions are likely to be inconsistent with the National Employment Standards (NES):

- Clause 15 – Abandonment of Employment
- Clause 34 – Annual Leave
- Clause 37 - Paid Personal/Carer's Leave
- Clause 42 - Family Violence
- Clause 11 of Appendix One – Annual Leave

However, noting clause 2.5 of the Agreement, I am satisfied the more beneficial entitlements of the NES will prevail where there is an inconsistency between the Agreement and the NES.

[7] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 16 August 2019. The nominal expiry date of the Agreement is 30 June 2023.



COMMISSIONER

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Annexure A

IN THE FAIR WORK COMMISSION

FWC Matter No.: AG2019/2201

Applicant:

KDR Victoria Pty Ltd t/as Yarra Trams

Undertaking - section 190

I, Thibaut de Crisnay, Executive Director, Corporate Services & Projects, of KDR Victoria Pty Ltd t/as Yarra Trams (**Yarra Trams**) give the following undertaking with respect to the *Yarra Trams Enterprise Agreement 2019 - Rolling Stock, Administration, Technical & Professional (Agreement)*:

- 1 I have the authority given to me by Yarra Trams to provide this undertaking in relation to this application before the Fair Work Commission.
- 2 An employee's remuneration under an Annualised Salary Agreement (**ASA**) made under Appendix 6 of the Agreement will be determined by ensuring that the entitlements under the ASA (including any performance bonus, taking into account the average bonus paid over the last 3 years as a prediction of likely future bonus) is equivalent to or higher than the total of the following amounts under the Agreement:
 - (a) the base salary applicable to the employee under the Agreement for ordinary hours of work, having regard to the employee's classification under the Agreement;
 - (b) superannuation;
 - (c) leave loading (where applicable); and
 - (d) other entitlements based on the hours of work for the employee's role such as any applicable overtime, shift allowance or other allowances.
- 3 As part of the annual performance review referred to in clause 6 of the ASA at Appendix 6 of the Agreement, Yarra Trams will review the annual remuneration payable to an employee to whom an ASA applies, in accordance with the methodology in clause 2 above, and adjust the remuneration under the ASA if necessary to ensure that the employee is paid more than or equal to the otherwise applicable entitlements under the Agreement.
- 4 Yarra Trams will provide an employee with a copy of the analysis conducted by it in accordance with clause 3 on request.
- 5 Undertakes that Appendix 6 – Annualised Salary Agreement will be applied with the following corrections:

Clause	Corrected errors (marked)
Page 148 Fourth paragraph under heading "Application of Agreement"	Where there is an inconsistency between the Yarra Trams Enterprise Agreement 2015—2019 Rolling Stock, Administration, Technical & Professional and the ASA then the ASA will apply to the extent of any inconsistency. By way of example, wage increases in this Agreement will not apply as these are dealt with under clauses of Remuneration and Salary Review in the ASA.
Page 148. first paragraph, under heading "Annualised Salary Agreement"	This Annualised Salary Agreement (ASA) is made on the (<i>insert day</i>) day of (<i>insert month</i>), (<i>insert year</i>) between (<i>insert name of employer</i>) (Employer) and (<i>insert name of employee</i>) (Employee) pursuant to the Yarra Trams Enterprise Agreement 2019, Rolling Stock, Administration, Technical & Professional and replaces any previous contract of employment. It includes all terms and conditions of employment and prevails over the Yarra Trams Enterprise Agreement 2012 <u>2019</u> . Where this Annualised Salary Agreement does not contain a provision, other than those provisions already contemplated in the annual salary package, that is included in the Yarra Trams Enterprise Agreement 2019, Rolling Stock, Administration, Technical & Professional the provisions of the Yarra Trams Enterprise Agreement 2019 shall apply.
Page 150, second paragraph under heading "10 Leave"	Paid Sick Leave (Personal Leave) of ten (10) working days maximum per annum due to personal illness will be granted, the unused portion of which shall be cumulative. Untaken sick leave is not paid on termination. All other conditions for the utilisation of sick leave shall be as per the Yarra Trams Enterprise Agreement 2012 <u>2019</u> .
Page 151, fourth and sixth paragraphs under heading "17 Right to Rescind the Annualised Salary Agreement"	If the Annualised Salary Agreement is rescinded, the Yarra Trams Enterprise Agreement 2012 <u>2019</u> , pursuant to which this Annualised Salary Agreement was made will determine the terms and conditions of employment. ... In the event of a dispute, the matter will be dealt with in accordance with the dispute settlement procedure of the Yarra Trams Enterprise Agreement 2012 <u>2019</u> pursuant to which this Annualised Salary Agreement was made.
Page 152, paragraph under heading "22 Designated Award"	Designated Award Schedule A to this Appendix 6 contains reference to the respective Part and Appendix of the Yarra Trams Enterprise Agreement 2012 <u>2019</u> , and the notional classification and level used for the purpose of determining fair compensation for the exclusion or modification of Agreement terms and conditions under the provisions of the Fair Work Act, 2009.
Page 153 third and fourth	Fair Compensation

Clause	Corrected errors (marked)
lines under heading "Fair Compensation"	<p>The following are to be used for the purposes of calculating fair compensation under the provisions of the Fair Work Act 2009:</p> <p><i>Position Classification - (insert nominal classification)</i></p> <p>Yarra Trams Enterprise Agreement 2015-<u>2019</u> Part - <i>(insert Part One to Five)</i></p> <p>Yarra Trams Enterprise Agreement 2015-2019 Appendix - <i>(insert Appendix One to Five)</i></p>

Signature: T. G. ay

Date: 05/08/2019

Yarra Trams

Enterprise Agreement

2019

Rolling Stock,
Administration, Technical
& Professional

Note - the model consultation term is taken to be a term of this agreement and can be found at the end of the agreement.

Note - this agreement is to be read together with an undertaking given by the employer. The undertaking is taken to be a term of the agreement. A copy of it can be found at the end of the agreement.

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Part One - Common Conditions

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Part One - Common Conditions

Section 1— Application and Operation

1 Title

This Agreement is the *Yarra Trams Enterprise Agreement 2019 - Rolling Stock, Administration, Technical & Professional*.

2 Scope and Application

2.1 Part One of the Yarra Trams Enterprise Agreement 2019 - Rolling Stock, Administration, Technical & Professional, Common Conditions, applies to all Yarra Trams employees who are employed in a classification contained within this Agreement.

2.2 The Common Conditions (Part One of the Agreement) must be read in conjunction with the relevant Part(s) of the Agreement applying to the workgroup of employees concerned and the relevant conditions contained in their respective Appendix.

2.3 When reading the various Parts and Appendices the following applies:

- (a) To the extent of any inconsistency the provisions of Parts Two, Three and Four prevail over the provisions of Part One.
- (b) To the extent of any inconsistency the provisions of a Part prevail over the provisions of an Appendix.

2.4 This Agreement expressly excludes employees nominated by Yarra Trams as people managers.

2.5 Despite anything else in this Agreement, where there is an inconsistency between this Agreement and the National Employment Standards in the Act and the National Employment Standards provide a greater benefit, the National Employment Standards will apply to the extent of the inconsistency.

3 Date and Period of Operation

This Agreement will commence operation seven days after it is approved by Fair Work Commission and will continue to operate until its nominal expiry on 30 June 2023.

4 Agreement Review

During the life of this Agreement the parties agree to undertake a comprehensive review of the Agreement structure (Parts and Appendices), drafting conventions and the provisions detailing terms and conditions of employment.

The parties agree that the review process is not an exercise of consolidating to the highest or the lowest term or condition, but a balanced exercise not intended to create additional cost to the employer or loss to individual employees.

All parties will commit sufficient resourcing to support completion of the review process within the life of the Agreement, such that any agreed changes can be implemented

into a replacement to this Agreement without the need for further negotiation of the agreed changes.

The parties agree to commence this review within six months of the date of approval of the Agreement by the Fair Work Commission.

5 Purpose

- 5.1 The Agreement details the terms and conditions of employment for the employees covered by the Agreement.
- 5.2 Other conditions of employment are detailed in the various policies, rules and procedures of Yarra Trams, and the individual's employment contract. However those policies, procedures and rules do not form part of this Agreement unless they are explicitly written into the Agreement.
- 5.3 The Agreement further recognises that change will take place throughout the life of the Agreement to meet the evolving needs of Yarra Trams, its employees, the State of Victoria and our customers. It is therefore a facilitative agreement that recognises for Yarra Trams to be a successful business it must be able to implement change on a business as usual basis and without delay. At the same time the Agreement recognises that where major change is to occur such change would be subject to consultation with its employees and their representatives. The Agreement also contains an effective dispute resolution procedure that expedites resolution, whilst protecting the interests of all parties.

6 Definitions

In this Agreement, unless the contrary intention appears:

Act means the *Fair Work Act 2009* (Cth) or any successor legislation

adult apprentice means a person of 21 years of age or over at the time of entering into an apprenticeship or equivalent traineeship to one of the trades specified in this Agreement

de facto partner:

- (a) means a person who, although not legally married to the employee, lives with the employee in a relationship as a couple on a genuine domestic basis (whether the employee and the person are of the same sex or different sexes); and
- (b) includes a former de facto partner of the employee.

employee means an employee of Yarra Trams to which this Agreement applies

Franchise Operator means a company that has operated the Melbourne metropolitan tram system under contract to the Victorian Government

immediate family means:

- (a) a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the employee; or
- (b) a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the employee.

NES means the National Employment Standards as contained in the *Fair Work Act 2009* (Cth)

rostered day off means a day's leave derived from the implementation of a 38 hour week and includes days termed as "Rostered Days Off" and "Programmed Leisure Days"

spouse includes a former spouse

Yarra Trams means KDR Victoria Pty Ltd trading as Yarra Trams

Where this Agreement refers to a condition of employment provided for in the NES, the NES definition applies.

7 **Parties Bound**

This Agreement is binding upon:

- 7.1 KDR Victoria Pty. Ltd (trading as Yarra Trams) (**Yarra Trams**); and
- 7.2 The Australian Rail, Tram and Bus Industry Union, Tram and bus Division (**RTBU**);
- 7.3 The Communication, Electrical & Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia (**CEPU**);
- 7.4 The Australian Manufacturers Workers Union (**AMWU**);
- 7.5 Professionals Australia (**PA**)
- 7.6 Employees, as provided for within the classification structures of this Agreement.

Section 2— Consultation and Dispute Resolution

8 **Consultation**

- 8.1 The parties agree that genuine and effective mechanisms for consultation and communication are fundamental to the achievement of greater job satisfaction, productivity, efficiency and flexibility.

This clause applies if:

- (a) Yarra Trams has made a decision to introduce a major change to service delivery, organisation, structure, or technology in relation to its business that is likely to have a significant effect on the employees; or
 - (b) proposes to introduce a change to the regular roster or ordinary hours of work of employees
 - (c) the change is likely to have a significant effect on employees covered by the Agreement.
- 8.2 Yarra Trams must notify the relevant employees and their union or employee representatives (collectively referred to as the '**Representatives**') of the decision to introduce the major change.

8.3 If:

- (a) a relevant employee appoints, or relevant employees appoint a Representative for the purposes of consultation; and
- (b) the employee or employees advise Yarra Trams of the identity of the Representative;

Yarra Trams must recognise the Representative.

8.4 As soon as practicable after making its decision, Yarra Trams must:

- (a) discuss with the relevant employees and their Representatives:
 - (i) the introduction of the change; and
 - (ii) the effect the change is likely to have on the employees; and
- (b) measures Yarra Trams is taking to avert or mitigate the adverse effect of the change on the employees; and for the purposes of the discussion - provide, in writing, to the relevant employees:
 - (i) all relevant information about the change including the nature of the change proposed; and
 - (ii) information about the expected effects of the change on the employees; and
 - (iii) any other matters likely to affect the employees.

8.5 However, Yarra Trams is not required to disclose confidential or commercially sensitive information to the relevant employees.

8.6 If a clause in the agreement allows for a change as part of a major change the requirements in clauses 8.2 to 8.4 and 8.10 to 8.14 do not apply.

8.7 In this clause, a major change is likely to have a significant effect on employees if it results in:

- (a) the termination of employment of employees; or
- (b) major change to the composition, operation or size of Yarra Trams' workforce or to the skills required of employees; or
- (c) the elimination or diminution of job opportunities and diminution of promotion opportunities and tenure; or
- (d) the alteration of hours of work; or
- (e) the need to significantly retrain employees; or
- (f) the need to permanently relocate employees to another workplace (this is not intended to apply to temporary transfers).
- (g) the major restructuring of jobs.

8.8 In this clause, relevant employees means the employees who may be affected by the major change, and who are covered by this agreement.

- 8.9 The parties must act reasonably in relation to the consultation process.
- 8.10 Yarra Trams will provide the employees and their Representatives with the reasonable opportunity to meet with the company for the purposes of consultation. The consultation process will occur over a minimum period of six weeks (or a longer period where a party can reasonably demonstrate that a longer period is necessary having regard to the circumstances).
- 8.11 A shorter consultation period than that contained in clause 8.10 may apply where Yarra Trams is not in control of the decision making process. Where the State of Victoria, its agencies or instrumentalities direct or require Yarra Trams to implement a change in a lesser timeframe.
- 8.12 Yarra Trams must give prompt and genuine consideration to matters raised about the major change by the relevant employees and their Representatives.
- 8.13 Prior to making the final decision to introduce the change, Yarra Trams will give the employees and their Representatives the opportunity to identify alternatives to the proposed changes. Yarra Trams will remain open to and genuinely consider the options put forward by the employees and their Representatives in relation to the significant effects on employees of the major change.
- 8.14 The employer will consider any reasonable proposals provided by the relevant employees and their Representatives to mitigate against any significant adverse effects of the proposed changes before making a final decision.
- 8.15 While the consultation procedure is being conducted work shall continue and the parties will maintain the status quo for the period specified in clause 8.10, unless to do so would be contrary to law.

9 Flexibility

- 9.1 The parties agree to support a sustainable business which includes working cooperatively - through the consultation process - to initiate succession planning; and mitigating the effects of an ageing work force by being able to adapt the workforce to the business needs as they change.
- 9.2 In implementing these improvements within Yarra Trams, individual needs and employee circumstances will be reasonably considered, recognising that not all existing employees will be able to meet the changes required.
- 9.3 It is further agreed that the following issues will be taken into account by Yarra Trams before implementing any changes:
- (a) Training development and delivery.
 - (b) Up-skilling and career opportunities.
 - (c) OH&S considerations.
 - (d) Licensing requirements.
 - (e) Level of appropriate supervision
 - (f) Competency assessment methods.
 - (g) Appropriate risk assessment.

- (h) Reasonably accommodating individual circumstances.

9.4 Yarra Trams commits to provide the necessary resources needed to support the above activities within reasonable timeframes.

9.5 The parties agree to support the continuous review and improvement of work practices.

10 Individual Flexibility Agreement

10.1 Yarra Trams and an employee covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:

- (a) the agreement deals with 1 or more of the following matters:
 - (i) leave;
 - (ii) Rostered Days Off; and
- (b) the arrangement meets the genuine needs of Yarra Trams and employee in relation to 1 or more of the matters mentioned in paragraph (a); and the arrangement is genuinely agreed to by Yarra Trams and the employee.

10.2 Yarra Trams must ensure that the terms of the individual flexibility arrangement:

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

10.3 Yarra Trams must ensure that the individual flexibility arrangement:

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

10.4 Yarra Trams must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.

10.5 Yarra Trams or the employee may terminate the individual flexibility arrangement:

- (a) by giving no more than 28 days written notice to the other party to the arrangement; or
- (b) if Yarra Trams and employee agree in writing - at any time.

11 Peripheral and Incidental Duties

- 11.1 Yarra Trams may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training consistent with the classification structure provided that such duties are not designed to promote deskilling.
- 11.2 Yarra Trams may direct an employee to carry out such duties and use such tools and equipment as may be required provided that the employee has been properly trained in the use of such tools and equipment.
- 11.3 Any direction issued by Yarra Trams pursuant to clauses 11.1 and 11.2 hereof, shall be consistent with Yarra Trams responsibilities to provide a safe and healthy working environment.
- 11.4 The parties to this agreement acknowledge that substantial efficiencies and increased productivity can arise from the implementation of peripheral and incidental duties.
- 11.5 It is agreed that employees will be required to carry out duties in a nature incidental to the performance of their main task or peripheral to the performance of their main task provided that performance of such additional duties is within the individual's capacity and does not require any training other than for familiarisation purposes.
- 11.6 The over-riding intent of this process is to enable each employee to complete, to the maximum practical extent, whole jobs, ie: all of the task associated with the particular job provided that it is safe, legal, sensible and the individual is competent to carry out such duties within his/her training.

12 Dispute Resolution Procedure

- 12.1 If a dispute relates to:
 - (a) a matter arising under this agreement;
 - (b) the National Employment Standards; or
 - (c) an industrial matter;
 this clause sets out procedures to settle the dispute.
- 12.2 An employee who is a party to the dispute may appoint a union or employee representative (collectively referred to as the Representatives') at any time for the purposes of the procedures in this clause.
- 12.3 The matter shall be first submitted by the union, employee or employee representative (if any) to the supervising officer or another appropriate manager, or vice versa. The earliest possible notice should be given by one party to the other of any issue or problem which may give rise to a dispute.
- 12.4 The following procedure shall be adhered to in resolving matters under this clause. To resolve matters in dispute, discussions will take place at the earliest opportunity in the following sequence:

- (a) in the first instance the employee/s and/or appointed representative concerned and their manager will attempt to resolve the dispute at the workplace level. If the discussions do not resolve the dispute; then
- (b) the employees concerned and/or appointed representative and the relevant manager once removed will attempt to resolve the dispute. If these discussions do not resolve the dispute; then
- (c) the employees concerned and/or appointed representative and the manager twice removed will attempt to resolve the dispute.

12.5 In trying to resolve the dispute, the parties will:

- (a) act promptly and reasonably at all times;
- (b) on request, clearly identify the facts and issues relevant to the dispute in writing and provide this information to the other parties to the dispute within 7 working days of the request (or a longer period as agreed between the parties acting reasonably); and
- (c) allow up to seven working days for discussions to occur at each escalation point under clause 12.4 (or a longer period as is agreed between the parties acting reasonably).

12.6 If discussions at the workplace level do not resolve the dispute or it is unreasonable for the steps in clause 12.5 to be completed because of the urgency of the dispute, a party to the dispute may refer the matter to the Fair Work Commission.

12.7 The Fair Work Commission may deal with the dispute in 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) If the Fair Work Commission is unable to resolve the dispute at the first stage, Fair Work Commission may then arbitrate the dispute.
- (c) The parties will abide by the Fair Work Commission arbitrated decision. Note: If the Fair Work Commission arbitrates the dispute, it may also use the powers that are available to it under the Act. 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 Act. Therefore, an appeal may be made against the decision.

12.8 While the parties are trying to resolve the dispute using the procedures in clause 12.4:

- (a) As per status quo, for a period not exceeding 28 working days (or such other time as agreed in writing by the parties acting reasonably), work will continue in accordance with the arrangements that were in place immediately prior to the change that caused the dispute being notified under clause 12.3;
- (b) subject to the period described in (a) above, an employee must perform his or her work including work which is the subject of any management initiated change as he or she is instructed to do by Yarra Trams unless he or she has a reasonable concern about an imminent risk to his or her health or safety; and
- (c) an employee must comply with a direction given by Yarra Trams to perform other available work which the employee is competent to perform at the same

workplace, or at another workplace, unless applicable occupational health and safety legislation would not permit the work to be performed.

13 Disciplinary Counselling

Staff discipline will be conducted in accordance with Attachment Two of this Agreement.

Section 3— Types of Employment and Termination of Employment

14 Types of Employment

A new employee will be subject to a 6 month probationary period. The employee will be subject to a review during their probationary period. At the end of the probationary period the employee will be advised whether their employment is being confirmed or terminated.

An employee may be engaged on a full-time, part-time or casual basis.

At the time of engagement, Yarra Trams will inform each employee in writing of the terms of their engagement and whether they are to be full-time, part-time, or casual.

14.1 Full-time employment

A full-time employee is an employee who is engaged to work an average of 38 ordinary hours per week.

14.2 Part-time employment

A part-time employee is an employee who is engaged to work reasonably predictable hours of work less than 38 ordinary hours per week.

Before commencing part-time employment, the employee and Yarra Trams must agree upon:

- (a) the usual hours to be worked by the employee, the days upon which they will be worked and the expected commencing and finishing times for the work; and
- (b) the classification applying to the work to be performed.
- (c) Additional hours to those specified in clause 14.2(a) may be offered and worked by agreement. Where a part-time employee agrees to perform additional duty then such duty will stand alone and count towards the ordinary hours of duty for that week.

Except as otherwise provided in this Agreement, a part-time employee is entitled to be paid for the hours agreed upon in accordance with clause 14.2(a) and clause 14.2(c).

The terms of the agreement between the employee and Yarra Trams may be varied by consent.

The terms of the agreement or any variation to it must be in writing. A copy of the agreement, and any variation to it, must be provided to the employee by Yarra Trams.

A part-time employee must be paid per hour 1/38th of the weekly rate prescribed by this Agreement for the classification in which the employee is engaged. A part-time employee must receive a minimum payment of three hours for each day engaged.

The terms of this Agreement must apply pro rata to part-time employees on the basis that ordinary weekly hours for full-time employees are 38.

All time worked in excess of the agreed hours referred to in clause 14.2(a) and clause 14.2(c) will be paid at the appropriate overtime rate.

14.3 Casual employment

A casual employee is an employee engaged as such and paid by the hour.

Yarra Trams must wherever practicable notify a casual employee if their services are not required the next working day.

A casual employee while working ordinary hours must be paid on an hourly basis 1/38th of the appropriate weekly wage rate prescribed by the Agreement, plus 25% of ordinary time earnings for the work performed. The casual loading of 25% is paid in lieu of entitlements to paid annual leave, paid personal carer's and compassionate leave, payment for public holidays not worked, notice of termination and redundancy pay and any other benefits which attach to permanent employment which legislation does not require be provided to casual employees.

A casual employee is to be paid a minimum payment of three hours pay for each shift.

14.4 Apprentices

If Yarra Trams elects to employ an apprentice, they will be employed in accordance with the conditions prescribed in the relevant legislation of the State of Victoria.

An apprentice will be paid the following percentages of the tradesperson's rate at base level (C10) for the trade to which the employee is apprenticed:

- (a) 1st year: 50% of relevant classification (78% for adult apprentices/ trainees)
- (b) 2nd year: 60% of relevant classification (83.28% for adult apprentices/ trainees)
- (c) 3rd year: 75% of relevant classification (86.26% for adult apprentices/ trainees)
- (d) 4th Year: 88% of relevant classification (90.27% for adult apprentices/ trainees)

This wage will be calculated to the nearest cent.

Where an employee, immediately prior to becoming an adult apprentice was employed by Yarra Trams, the employee will not have their rate of pay reduced by virtue of becoming an adult apprentice.

For the purpose only of fixing a rate of pay, the adult apprentice shall continue to receive the rate of pay that is from time to time applicable to the classification the adult apprentice was engaged immediately prior to entering into their adult apprenticeship.

14.5 Transition to retirement

The Employer will introduce a Transition to Retirement Program to support Employees seeking to transition to retirement. As a part of this program, the Employer commits to the ongoing use of apprentices.

15 Abandonment of Employment

The absence of an employee from work for a continuous period exceeding three working days without the consent of Yarra Trams shall be prima facie evidence that the employee has abandoned their employment.

If within a period of fourteen days from the employee's last attendance at work or the date of the last absence in respect of which consent has been granted an employee has not established to the satisfaction of Yarra Trams that the absence was for reasonable cause, the employee shall be deemed to have abandoned their employment.

Termination of employment by abandonment in accordance with this clause shall operate as from the date of the last attendance at work or the last day's absence in respect of which consent was granted by Yarra Trams, whichever is the later.

16 Termination of Employment

16.1 Notice of termination by Yarra Trams.

- (a) Yarra Trams must not terminate an employee's employment unless Yarra Trams has given the employee written notice of the day of the termination (which cannot be before the day the notice is given).
- (b) Yarra Trams must not terminate the employee's employment unless:
 - (i) the time between giving the notice and the day of the termination is at least the period (the minimum period of notice) worked out under clause 16.1(c); or
 - (ii) Yarra Trams has paid to the employee (or to another person on the employee's behalf) payment in lieu of notice of at least the amount Yarra Trams would have been liable to pay to the employee (or to another person on the employee's behalf) at the full rate of pay for the hours the employee would have worked had the employment continued until the end of the minimum period of notice.
- (c) Work out the minimum period of notice as follows:
 - (i) first, work out the period using the following table:

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

<i>Employee's period of continuous service with Yarra Trams at the end of the day the notice is given</i>	<i>Period of Notice</i>
More than 3 years but not more than 5 years	3 weeks
More than 5 years	4 weeks

- (ii) then increase the period by 1 week if the employee is over 45 years old and has completed at least 2 years of continuous service with Yarra Trams at the end of the day the notice is given.

16.2 Notice of termination by an employee

The notice of termination required to be given by an employee is the same as that required of Yarra Trams except that there is no requirement on the employee to give additional notice based on the age of the employee concerned. If an employee fails to give the required notice Yarra Trams may withhold from any monies due to the employee on termination under this Agreement, an amount not exceeding the amount the employee would have been paid under this Agreement in respect of the period of notice required by this clause less any period of notice actually given by the employee.

16.3 Job search entitlement

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

17 Job Opportunities, Redeployment and Redundancy

17.1 In the event that a restructuring of the Yarra Trams Organisation results in positions being determined as surplus to organisational establishment, incumbents of surplus positions will be treated in accordance with the Policy and Procedures pertaining to the Targeted Separation Package detailed in clause 17.9.

17.2 Adequate Alternative Employment Offer If:

- (a) an employee's position becomes redundant; or
- (b) an employee is selected for termination of employment because a position or positions have become redundant; and
- (c) the employee is offered adequate alternative employment but does not accept the offer,

then the employee is not entitled to any redundancy payment

17.3 An offer of adequate alternative employment will be made when an employee is offered employment, whether by Yarra Trams, a successor, assignee or transmittee of the business or part of the business of Yarra Trams or another prospective employer and:

- (a) in the case of an offer of employment from Yarra Trams or a successor, assignee or transmittee of the business or part of the business of Yarra Trams, the offer of employment:
 - (i) is in a comparable or superior classification or position; and
 - (ii) provides that the wages, terms and conditions continue to be governed by this Agreement or if this agreement would not apply to the employment, provides that the wages, terms and conditions of employment offered are on the whole comparable to the wages, terms and conditions under this Agreement; and
 - (iii) provides that service with Yarra Trams (including any deemed service under this agreement) is recognised for the purposes of calculating all service related entitlements; or
- (b) in the case of another prospective employer, the offer of employment:
 - (i) is in a comparable or superior classification or position; and

- (ii) provides that the wages, terms and conditions of employment offered are on the whole comparable to the wages, terms and conditions under this Agreement; and
- (iii) provides that service with Yarra Trams (including any deemed service under this Agreement) is recognised for the purpose of calculating all service related entitlements.

17.4 If any reviews identify existing Yarra Trams positions to be in excess of the requirements of the organisational or operational structure for the business, the following procedure set out in clause 17.5 will apply.

17.5 Yarra Trams will;

Notify and consult with employees, and if the employees request, notify and consult with the union or other representative on the outcomes of the review.

- (a) Select employees in each affected area of the Organisation structure for on-going employment and those employees whose employment may be terminated by reason of redundancy (the latter group of employees are hereafter referred to as the "affected employees")
- (b) Provide affected employees with an opportunity to respond and consult with them on alternatives to termination of employment on redundancy grounds.
- (c) Give consideration to selected employees who demonstrate a special circumstance that may result in a change of their status and them being determined to be an affected employee.
- (d) In the event that no other option to termination of employment on redundancy grounds is available, terminate the employment of an affected employee and pay the affected employee his or her accrued entitlements under this Agreement and the severance payment set out in clause 17.8.

17.6 The selection of affected employees will have regard primarily, to the skills and attributes of the employee to satisfactory perform all functions of the position description. The selection process will consider the employee's fitness for duty, disciplinary record, attendance record, incident and customer service record.

17.7 For avoidance of doubt, an employee selected will be appointed on terms and conditions of employment which are no less favourable than those which applied to that employee's employment immediately before the date of any such appointment.

17.8 Separation Payment

An employee (other than a casual or fixed term employee) made redundant under the terms of this Agreement will be eligible for the following separation payment:

- (a) Four weeks' pay in lieu of notice (An additional one weeks' notice if over 45 years of age with 2 years' completed continuous years service); and
- (b) Four (4) weeks pay for the first completed year of continuous service, then three (3) weeks pay for each additional year of continuous service until year fourteen (14) which shall only accumulate (1) weeks pay. This arrangement shall be capped at forty one (41) weeks pay.

Period of continuous service	Weeks pay
------------------------------	-----------

At least 1 year but less than 2 years	4
At least 2 year but less than 3 years	7
At least 3 year but less than 4 years	10
At least 4 year but less than 5 years	13
At least 5 year but less than 6 years	16
At least 6 year but less than 7 years	19
At least 7 year but less than 8 years	22
At least 8 year but less than 9 years	25
At least 9 year but less than 10 years	28
At least 10 year but less than 11 years	31
At least 11 year but less than 12 years	34
At least 12 year but less than 13 years	37
At least 13 year but less than 14 years	40
14 years or more	41

17.9 Conditions for Targeted Separation Package

A redundancy may occur where Yarra Trams determines that a position is no longer required for the Organisation.

All separations are at the discretion of Yarra Trams.

Employees on probation or any trial employment arrangement are not eligible

Employees on contract or fixed term employment are not eligible

17.10 Other Entitlements

Redundant employees may also be entitled to:

Standard pay in lieu of long service leave (pro-rata long service leave may be applicable if service period is 4-7 years).

Pay in lieu of recreation leave and allowances (if applicable).

Any other accrued entitlements that are normally paid on retirement.

Section 4— Wages and Related Matters

18 Wage Increases

18.1 Wage Increase: Administration Officers, Senior Officers, Signals & Communications and Professional Engineers

The wage increases will apply from the first full pay period to commence on or after the dates listed below:

Effective Date	Percentage Increase
1 July 2019	1.5%
1 January 2020	1.5%
1 July 2020	1.5%
1 January 2021	1.5%
1 July 2021	1.5%
1 January 2022	1.5%
1 July 2022	1.5%
1 January 2023	1.5%

18.2 Wage Increase: All other classifications

The wage increases will apply from the first full pay period to commence on or after the dates listed below:

Effective Date	Percentage Increase
1 July 2019	1.5%
1 January 2020	1.5%
1 July 2020	0%
1 January 2021	0%
1 July 2021	1.5%
1 January 2022	1.5%
1 July 2022	1.5%
1 January 2023	1.5%

19 Allowances

The values of the allowances described in this clause are contained in **Schedule B** of this Agreement.

19.1 Availability Allowance

- (a) Where an employee agrees to be on availability duty, the employee will be paid an availability for duty allowance and if required to work must be paid at the appropriate rate for actual time worked.
- (b) For the purposes of this clause;
 - (i) **Availability duty** means that the employee concerned must be available to the Employer by means of telephone at any time the employee is receiving the availability for duty allowance.
 - (ii) **Actual time worked** means the time taken from leaving the employee's home to return thereto and in the case of a single call out,

the employee shall be paid for a minimum of three hours at the appropriate rate.

- (c) Except in the case of unforeseen circumstances arising, an employee must not be required to work the full three hours if the job they were called out to perform is completed within a shorter period.

19.2 Electrical Operating Switching Allowance

An electrical operator that is at "Level A" authorisation as defined in the Tram Electrical Safety and Operating Rules will be paid a weekly Electrical Operating Switching Allowance.

19.3 Fares And Travelling Time

An employee, other than a Traffic Employee who will travel in their own time, that is required to sign on or off other than at their usual depot, and such place of signing on or off is at a greater distance from their home than the usual depot, then payment will be made at the ordinary rate for the excess time incurred in travelling over and above the usual travelling time

19.4 First Aid Allowance

An employee that is required by Yarra Trams to be a designated first aider and who holds a current "Apply First Aid" or equivalent First Aid certificate will be paid a weekly First Aid Allowance.

19.5 High Voltage Operating Allowance

An employee that is an authorised high voltage operator and who may be required to issue high voltage access permits shall be paid the High Voltage Operating Allowance which will be payable for all purposes.

19.6 Licence Allowance

Yarra Trams will reimburse an employee for the cost of them acquiring or maintaining a specialised endorsed licence that it requires the employee to hold as a condition of employment.

19.7 Meal Allowance

An employee that is required to work certain amounts of overtime or unable to take their meal at their normal work location as described in this Agreement will be paid a meal allowance.

19.8 Traction Lineworker Allowance

An employee that is classified as and working as an Overhead Lineworker 1 who holds a current Traction Lineworker (Tram) registration certificate issued by the electrical regulator will be paid a weekly Traction Lineworker Allowance.

19.9 Work Disruption Disability Allowance

- (a) An allowance shall be payable to specified 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 (including workshops and running sheds)

throughout the corporation being undertaken at their place of work and such employees cannot be relocated from such areas of work.

- (b) In cases where employees cannot be relocated and are required to perform their normal duties in an existing office/building (including workshops and running sheds) undergoing major structural or internal alterations, for not less than two hours on a shift, such employees shall be paid an allowance per hour for each and every hour worked in those circumstances.
- (c) For the purpose of this clause a significant disability occurs when employees encounter excessive noise, dust and/or disruptive inconvenience caused by the use of power tools and equipment used during the construction activities
- (d) The officer authorising such payment shall be 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 officers/employees concerned.
- (e) Wherever practicable discussions will take place with affected employees and their representatives as early as possible to brief them on the works being planned with a view to managing the works schedule to minimise to the extent reasonably possible, without adding significant cost or time to the project works, the disruptive impact of the works on Tram operations and employees.

19.10 Adjustment of allowances

- (a) The following allowances will be increased at the same rate and at the same time as wages in clause 18.2 in this Agreement. These increases are included in the allowances described in **Schedule B** of this Agreement:
 - (i) Availability Allowance
 - (ii) Electrical operating switching allowance
 - (iii) First Aid Allowance
 - (iv) High Voltage Operating Allowance
 - (v) Traction Lineworker Allowance
 - (vi) Transfer & Redeployment Allowance
 - (vii) Work Disruption Allowance
 - (viii) "A" Class Electricians Licence Allowance
- (b) The following allowances will be increased from the beginning of the first pay period starting on or after 1 July 2020, 1 July 2021 and 1 July 2022 based on the percentage movement in the Consumer Price Index for the weighted average of the eight capital cities for the year to the March quarter preceding each increase date:
 - (i) Meal Allowance

20 Transfer/Redeployment Allowance

- 20.1 Employees who transfer to a new location within the metropolitan area are not required to relocate residentially and shall not be paid any travelling time or travelling expenses to and from the new work location.
- 20.2 An allowance for additional one way travel distance for transfer shall be payable as set out in Schedule B:
- | | |
|--------------------------------|---------|
| • Under 5 kilometres | \$0 |
| • 5 kilometres - 20 kilometres | \$1,144 |
| • Over 20 kilometres | \$2,252 |
- 20.3 Payment of the allowance is to be made at the time of transfer as a lump sum
- 20.4 The distances referred to above relate to the distance between the employee's residential address and the new work location that exceeds the distance between the residential address and the old work location.

21 Mixed Functions

Where work performed is subject to more than one penalty rate under this Agreement, the higher or highest rate only shall apply.

22 Superannuation

22.1 Superannuation legislation

Superannuation legislation, including the Superannuation Guarantee (Administration) Act 1992 (Cth), the Superannuation Guarantee Charge Act 1992 (Cth), the Superannuation industry (Supervision) Act 1993 (Cth) and the Superannuation (Resolution of Complaints) Act 1993 (Cth), deals with the superannuation rights and obligations of employers and employees.

The rights and obligations in this clause supplements those in superannuation legislation.

22.2 Yarra Trams Contributions

Yarra Trams must make such superannuation contributions to a superannuation fund for the benefit of an employee as will avoid Yarra Trams being required to pay the superannuation guarantee charge under superannuation legislation with respect to that employee.

22.3 Voluntary employee contributions

- (a) Subject to the governing rules of the relevant superannuation fund, an employee may, in writing, authorise Yarra Trams to pay on behalf of the employee a specified amount from the post-taxation wages of the employee into the same superannuation fund as Yarra Trams makes the superannuation contributions provided for in clause 22.2.
- (b) An employee may adjust the amount the employee has authorised Yarra Trams to pay from the wages of the employee from the first of the month following the giving of three months' written notice to Yarra Trams.

- (c) An employee making contributions to an Accumulation plan may elect to have monies deducted from their pre-tax earnings to superannuation. (This is commonly called salary sacrifice.)
- (d) The annual salary of the employee (prior to salary sacrifice) who elects to salary sacrifice under clause 22.3(a), (b) and (c) above will remain unchanged for all purposes of this Agreement including the calculation of penalty rates, allowances, termination and superannuation payments.
- (e) Employees who are members of the Revised, New, Transport or MTA (Defined Benefit) superannuation schemes may elect to make employee contributions to their fund via a salary sacrifice arrangement provided it complies with the requirements as set out in State Legislation and other relevant regulations or guidelines. Employees who are current defined benefit members within ESS Super may also elect to make contributions from pre or post tax earnings into the ESSPLAN Accumulation Fund. Employees considering this option should obtain independent financial and taxation advice before making this election.

22.4 Superannuation funds

Yarra Trams will make Superannuation Guarantee contributions to a complying superannuation fund of the employee's choice. If an employee does not choose nominated complying superannuation fund, Yarra Trams will make superannuation contributions on the employee's behalf to Australian Super.

23 Accident Pay

23.1 An employee upon receiving payment of accident compensation in the terms of the relevant State legislation and who continues to receive such payment shall be paid accident pay by Yarra Trams, provided that:

- (a) Accident pay shall only be payable while the employee remains in the employment of Yarra Trams.
- (b) An employee on engagement shall be required to declare all workers compensation claims made by him/her and in the event of false or inaccurate information being deliberately and knowingly declared Yarra Trams may require the employee to forfeit his/her entitlement to accident pay.
- (c) The period or aggregate of periods of accident pay shall be a total of 52 weeks for any one injury.
- (d) Accident pay shall not be paid where any period of other paid leave of absence has been granted.

23.2 In the case of an employee rostered off on a programmed leisure day which falls in a period when he/she is receiving workers compensation, he/she is not entitled to an alternative programmed leisure day at a later stage.

23.3 Yarra Trams shall not dismiss any employee by reason only of he/she being in receipt of accident pay.

23.4 An employee off duty and in receipt of accident pay shall continue to receive payments of any acting in higher rate being paid at the time of the injury for the full period that he/she would have continued to so act.

23.5 An employee who has submitted a claim for workers compensation and is absent from duty for more than a week and where it is apparent there may be a delay in the

assessment of his/her claim, may be paid sick pay (subject to the availability of credits) pending determination of the claim.

23.6 For the purpose of this clause

- (a) "Accident Pay" shall mean an amount of money equivalent to an employee's appropriate base weekly rate of pay at the time of ceasing duty following an accepted injury under the relevant State legislation. The 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 full rate of pay which would have been payable under this Agreement plus any appropriate allowance whilst acting in a higher position. Payments for absences of less than one week in duration shall be calculated as a proportion of weekly rate of pay;
- (b) "injury" shall be given the same meaning and application as applying under the relevant State legislation; and
- (c) For the purposes of this clause "relevant State legislation" shall mean the *Workers' Compensation Act 1958*, as amended from time to time, and the *Accident Compensation Act 1985*, as amended from time to time, or any replacement legislation, whichever is applicable.

24 Service Increments

Where a Long Service Increment is paid (currently \$3.36 per week on completion of ten years' continuous service, plus an additional \$1.52 per week for each additional five years of service) the payment will be frozen at these values for all staff currently in receipt of the increment. The increment will cease to be applied to staff reaching ten years service after 1 July 2009.

25 Legacy Award/Agreement covered staff

The parties to this Agreement are committed to continuing the process of rationalising employee legacy terms and conditions deriving from non-tram transmitted industrial instruments to only those terms and conditions provided for within the terms of this Agreement,

Consistent with the above it is specifically agreed that employees who are paid under legacy wage schedules that provide for rates of pay that are different to those contained in the equivalent classification schedules within this Agreement will translate to the equivalent wage rate contained within this Agreement on promotion or appointment to a higher classification level, or on actioning of their next service increment. Such translation will in no instance result in a reduction in their wage rate.

Where an individual believes they have been significantly disadvantaged through this translation process they may request a review of the translation arrangement by the Human Resources Manager.

26 Payroll Deduction of Union Dues

On receiving a complete and duly authorised "Authority to Deduct From Salary Form" from an employee, Yarra Trams agrees with the relevant union to deduct union dues from employees' wages as a payroll deduction and to forward those dues to the relevant union.

27 Late Payment

Where an employee, through no fault of their own is incorrectly paid, and where it can be evidenced that Yarra Trams has failed in correctly paying the employee, Yarra Trams will undertake where the value of the underpayment is \$20 or more to process a correction via EFT within 48 hours (excluding weekends and Public Holidays). Yarra Trams will investigate and acknowledge the underpayment within 24 hours (excluding weekends and Public Holidays) of receipt of the employee's notification. The 48 hours commences from acknowledgement by Yarra Trams that an incorrect pay has been made

Section 5— Hours of work and related matters

28 Hours of Work

28.1 Hours of Work (Day Worker)

- (a) The ordinary hours of work for a day worker shall be one hundred and fifty- two per four week period to be worked as 19 days each of eight hours.
- (b) Subject to the provisions of this agreement for alternative rostered day off arrangements, there shall be a 19 day, four week roster ('the roster') drawn up in each area of employment. Only in exceptional circumstances, or where other arrangements have been agreed between Yarra Trams and the employees concerned, shall an employee not take a rostered day off during the period it accrues. If a rostered day off is deferred, it shall be taken as soon as practicable in the next period, or as otherwise agreed between Yarra Trams and the employee concerned.

In no case should RDO's be accumulated beyond a maximum of five (5) days

- (c) An employee's rostered day off may be changed during the currency of a roster period by agreement between Yarra Trams and the employee. In the absence of such an agreement and other than in an emergency situation 48 hours notice of such alteration shall be given to the employee.

28.2 Hours of Work (Shift Worker)

Subject to clause 33, the ordinary hours of work for a shift worker shall be thirty eight per week averaged over the one complete cycle of the roster and divided into not more than five shifts per week. Unless specified otherwise in this Agreement, a shift shall be of eight hours duration.

28.3 Payment for time worked

Payment for time worked is calculated in one of two ways, as detailed below:

- (a) 40 hour divisor
 - (i) For the majority of Yarra Trams employees for each eight (8) hour day or shift worked, payment is made for the eight (8) hours worked, at the ordinary time hourly rate (single time rate), which is calculated from the weekly rate divided by 40. Eight (8) hours is accrued each four weeks for the rostered day off (PLD).
 - (ii) A second hourly rate is used for overtime purposes. This rate is calculated from the weekly rate divided by 38.

- (b) 38 hour divisor

For each 8 hour day or shift worked, payment is made for 7 hours, 36 minutes with 24 minutes being accrued as an entitlement to payment for the rostered day off (PLD). In this case the hourly rate is the weekly rate divided by 38.

29 Alterations to Hours of Work

29.1 The spread of hours and/or hours of work of an employee may be altered only if the following mandatory requirements are satisfied:

- (a) The Employee must approach the Employer to initiate the change;
- (b) Any alteration to the employee's original starting and finishing times will not be more than four hours during the life of this Agreement.
- (c) The Employee is overall no worse off due to the change in their starting and finishing times;
- (d) The parties agree to the finalised arrangement which must be in writing and must state the Employee's original starting and finishing times and gross weekly wage from ordinary hours worked, their new starting and finishing times and their gross weekly wage from ordinary hours worked (the variation agreement)
- (e) The variation agreement must be signed and dated by the parties;
- (f) The parties can terminate the variation agreement by giving the other party 28 days notice after which time the Employee will revert back to their original start and finish times as stated in the variation agreement;
- (g) The above arrangement is limited to employees who can demonstrate a special need such as:
 - (i) family or carer responsibilities
 - (ii) pre retirement needs
 - (iii) ill health; or any other reasonable request

30 New Years Eve Service

Operations and Technical Services staff who are required to perform rostered duty on 1 January (where 1 January is the declared New Years day Public Holiday) between the hours of 0000 hrs and 2400 hrs will be paid at the appropriate Public Holiday penalty rate for any portion of their hours worked within this period.

For example, an employee commencing duty on 31 December (New Years Eve), and whose shift extends beyond midnight will be paid double time and a half for the hours worked on 1 January.

31 Australian Grand Prix

31.1 In the event that Yarra Trams provides special services for the Australian Grand Prix, employees and their representatives commit to the delivery of additional services.

31.2 Employees who are rostered and perform duties for the full shift in accordance with any of the rostering conditions below to provide the additional services for the Grand Prix

will be eligible for a Grand Prix Allowance per day of the event in addition to normal penalties. Employees are eligible to one payment of the allowance per day of the additional services.

31.3 Rostering conditions for the Australian Grand Prix:

- (a) Rostering of broken shift on Saturday and/or Sunday.
- (b) Rostering work for more than 4 hours and 45 minutes without a meal relief.
- (c) Rostering of work for more than 8 hours and 15 minutes for a shift.

31.4 Employees who work for more than 4 hours 45 minutes without meal relief or for more than 8 hours 15 minutes in a single day sequence of normal late running due to heavy loading, delays or incidents will not be eligible for the Grand Prix Allowance. However, if an unforeseen contingency occurs as a result of the Grand Prix Traffic, payment of the allowance may be authorised by Yarra Trams management.

31.5 Employees rostered to work for seven consecutive days Sunday to Saturday to meet the additional services, such that they are required to work on two normal cancelled days off, and who are not eligible for a Grand Prix Allowance in accordance with any other condition of this clause on any of the Grand Prix days will be eligible for one payment of the allowance for each week of seven consecutive days worked.

During the life of the Agreement the allowance increases in line with the wage increases in clause 18.

31.6 A Meal Allowance will apply to Tram Drivers on Grand Prix special services for each day they are directed to meal away from their home Depot at a management nominated venue/site.

31.7 Customer Service employees who sign-on and sign-off at point and meal away from their depot are to be paid the allowance for each completed shift worked at point during the Grand Prix period. In this case a meal allowance will also be paid. Travel, car parking and other expenses will not be reimbursed by Yarra Trams.

31.8 Where Programmed Leisure Days (PLD's) are rostered to fall during the second week of the GP and staff availability for duty coverage has been exhausted, rostered PLD's may be deferred at Yarra Trams option to make the staff member available for duty.

32 **Straight Shift**

Where an employee works a straight 8 hour shift the Employee shall be paid a 20 minute crib break in lieu of an unpaid lunch break.

It is agreed that from time to time an employee maybe required to continue working through part or all of this crib break should an urgent need arise.

Where this occurs the employee will take an alternative crib break.

33 **36 Hour Week**

33.1 The parties agree to the implementation of a 36 ordinary hour week subject to the following conditions:

- (a) Subject to completion of the steps in clauses 33.1(b) and 33.1(c), Classifications in the Agreement, other than those listed below, will move to a 36 ordinary hour week from the first full pay period on or after 1 July 2020.

This clause 33 does not apply to the following classifications whose hours of work will remain in accordance with clause 28:

- (i) All Signals & Communication Officer and Trainee Classifications in clause 3.1 of Part 3.
 - (ii) All Administration Officer Classifications in clause 3.2 of Part 4.
 - (iii) All Senior Officer Classifications in clause 3.8 of Part 4.
 - (iv) All Professional Engineer Classifications in clause 3.9 of Part 4.
- (b) The employer will consult with affected employees and their representatives about the implementation of a 36-hour week;
- (c) The parties agree that a comprehensive agreement reflecting the terms and conditions associated with the 36-hour week will be developed prior to implementation. The parties agree that the following terms and conditions will be contained in that agreement:
- (i) All work performed on Saturday (between midnight Friday and midnight Saturday) will be at paid double time (100% loading on the ordinary hourly rate).
 - (ii) A night shift loading of 30% is to be paid on any shift finishing after midnight and at or before 8am.
 - (iii) All overtime will be paid at double time.
 - (iv) Wages will be averaged over a complete roster cycle and paid fortnightly.
 - (v) RDOs may be included in a particular working group 36-hour roster at Yarra Trams' absolute discretion.
 - (vi) The treatment of and adjustments to annual leave, personal leave and PLDs which accrued prior to 1 July 2020.
 - (vii) Employees working a 36-hour week will no longer be entitled to ADOs or PLDs although PLDs which have accrued prior to 1 July 2020 will continue to be recognised and employees may apply for PLDs in accordance with the process which applied prior to implementation. Accrued PLDs which have not been used will be paid out on cessation of employment.
 - (viii) All leave, excluding annual leave, will be paid at the Employees base wage.
 - (ix) Annual Leave loading will be 17.5% or the average shift loading, whichever is higher.
- (d) Proposed changes to regular rosters or ordinary hours of work after implementation will be subject to existing obligations in accordance with Clause 8 - Consultation.
- (e) A 36 hour divisor will be applied as appropriate based on the roster implemented for the Workgroup. For example to determine the base rate, the weekly rate as at 1 July 2020 will be divided by 36.

33.2 The parties agree that the 36-hour week will be implemented using the process set out below:

- (a) An Implementation Steering Committee will be established and will be made up of:
 - (i) Two management representatives;
 - (ii) One HR representative; and
 - (iii) One Union official from each of the relevant Unions.
- (b) The first meeting of the Steering Committee will confirm the number and location of local Workgroups. Each Workgroup will be made up of up to three management representatives nominated by Yarra Trams and up to two employees from each of the relevant trades in that Workgroup.
- (c) For each Workgroup, Yarra Trams will set the roster design parameters along with a proposed compliant roster (the **Yarra Trams Roster**). Design parameters include (but are not limited to):
 - (i) The daily hours of coverage required;
 - (ii) The maximum number of rostered hours (averaged to 36 ordinary hours per week) over an averaging period of up to 4 months;
 - (iii) The maximum shift length (shifts will be no more than 12 hours and parameters will vary between Workgroups);
 - (iv) The roles / classifications /skills required;
 - (v) Requiring a balanced roster (an even number of FTE per roster line);
 - (vi) The number of roster lines and/or the minimum number of employees per roster line;
 - (vii) The impact of the change on a Workgroup's remuneration, work-life balance and fatigue; and
 - (viii) Measures required for safety / fatigue compliance.
- (d) Each Workgroup will:
 - (i) determine its meeting requirements. Meetings will be held regularly and Yarra Trams will ensure that Workgroup members are given reasonable time release to attend meetings;
 - (ii) set the timelines for roster submissions, evaluation and identification of the preferred roster options;
 - (iii) review the Yarra Trams Roster and design parameters and present up to 3 alternative roster options for consideration by Yarra Trams.
- (e) Yarra Trams will then assess the Workgroup roster options for compliance with design parameters and effectiveness.
- (f) If the Workgroup present a compliant and effective roster/s and where there are no reasonable reasons for rejection, then that roster/s and the Yarra Trams

Roster will be put to affected employees from a particular workgroup for vote to determine their preferred roster.

- (g) If the roster is not compliant, the Workgroup can present Yarra Trams one further roster option for consideration.
- (h) If a compliant roster is not presented, Yarra Trams may implement the Yarra Trams Roster.
- (i) Once the final roster has been determined in accordance with the above process, it will be trialled within the Workgroup for a period of 4 months and / or a certain number of agreed roster cycles from first full pay period on or after 1 July 2020.
- (j) The trial rosters will be reviewed for effectiveness by the Steering Committee by reference to the following indicators: fatigue, safety incidents, leave effectiveness, overtime and general labour cost. Comparative review will be made for effectiveness against the relevant workgroup rosters in place prior to the implementation of the trial roster.
- (k) Effectiveness will be reviewed monthly by the Workgroup during the trial, or more frequently if required. Ongoing review of the rosters once implemented will be undertaken by the Steering Committee at least every six months or more frequently in the event of major change consultation.
- (l) If trial deemed successful by the Steering Committee, the roster will remain in place. If not, Yarra Trams may implement a compliant roster taking into consideration the roster design parameters.

Section 6— Leave and Public Holidays

34 Annual Leave

34.1 Period of leave

Full time employees are entitled to four (4) weeks annual leave in any 12 month period of continuous service inclusive of a Programmed Leisure Day. Part time employees are entitled to accrue annual leave on a pro rata basis based on their ordinary hours of work. For casual employees the relevant Agreement provisions shall apply. Annual leave accrues according to the employee's ordinary hours of work .

34.2 Shift workers

- (a) In addition to the leave prescribed in clause 34.1, shift workers who are rostered to work regularly on Sundays and public holidays accrue an additional amount equivalent to one (1) weeks annual leave.
- (b) Where employees with twelve months' continuous service are engaged for part of the twelve month period in accordance with clause 34.2(a) they shall be entitled to have a pro-rata amount of the additional leave prescribed in clause 34.2(a).

34.3 Annual leave re-credit due to sickness

- (a) Any employee who is sick whilst on annual leave may apply to substitute accrued sick leave for annual leave, by providing a medical certificate stating

that they are incapacitated through illness to such an extent as would render them incapable of performing any duty.

- (b) Where required by Yarra Trams the employee must immediately return any annual leave travel pass covering the period of leave for which sick leave is sought to be substituted in lieu.
- (c) Where an employee is ill whilst overseas on annual leave and submits an application to be paid sick leave in lieu supported by a medical certificate, payment of sick leave is not to be considered whilst the employee remains overseas.
- (d) Upon resumption of duty and provided satisfactory medical certification is produced, substitution of sick leave in lieu of annual leave will be made.

35 Annual leave exclusive of public holidays

- 35.1 Subject to this clause, annual leave shall be exclusive of any of the public holidays prescribed by the relevant Public Holiday clauses contained in this Agreement, or granted by Yarra Trams, and if any such public holiday falls within an employee's period of annual leave and is observed on a day which in the case of that employee would have been an ordinary working day there shall be added to the period of annual leave time equivalent to the ordinary time which the employee would have worked if such day had not been a public holiday.

36 Calculation of Annual Leave Loading

Annual leave loading will be calculated on a "week by week" basis for the purpose of determining the entitlement under Appendix One. Clause 11.5, part (b) and Appendix Three, Clause 17.10. Each "week" will be Sunday to Saturday in accordance with the weekly pay cycle

37 Paid Personal/Carer's Leave

This provision applies to employees, other than casual employees.

- 37.1 Entitlement to paid personal/carers leave

Amount of leave

- (a) For each year of service with his or her employer, a full time employee is entitled to 15 days of paid personal/carers leave. Part time employees are entitled to paid personal leave on a pro rata basis.

Accrual of leave

- (b) The amount of personal leave to which an employee is entitled depends on how long he or she has worked for Yarra Trams and accrues progressively according to an employee's ordinary hours of work as follows:
 - (i) First three months of continuous service, an employee is entitled to accrue at the rate of 1.25 days personal leave per month (3.75 days at end of three months);
 - (ii) After the employee completes the first 3 months of continuous service, 11.25 days personal leave is available to the employee during the remainder of their first year of continuous service;

- (iii) In the second and subsequent years of continuous service, an employee is entitled to a further 15 days personal leave.

- (c) Unused personal leave accrues from year to year

37.2 Taking paid personal/carer's leave

An employee may take paid personal/carer's leave if the leave is taken

- (a) because the employee is not fit for work because of a personal illness, or personal injury, affecting the employee;

or

- (b) to provide care or support to a member of the employee's immediate family, or a member of the employee's household, who requires care or support because of:

- (i) a personal illness, or personal injury, affecting the member, or
- (ii) an unexpected emergency affecting the member.

Note: The notice and evidence requirements of clause 37.9 and clause 38.3 must be complied with.

37.3 Employee taken not to be on paid personal/carer's leave on public holiday

If the period during which an employee takes paid personal/carer's leave includes a day or part-day that is a public holiday in the place where the employee is based for work purposes, the employee is taken not to be on paid personal/carer's leave on that public holiday.

37.4 Payment for paid personal/carer's leave

If, in accordance with this Subdivision, an employee takes a period of paid personal/carer's leave, the employer must pay the employee at the employee's base rate of pay for the employee's ordinary hours of work in the period.

37.5 Paid personal/carer's leave must not be cashed out except in accordance with permitted cashing out terms

Paid personal/carer's leave must not be cashed out, except in accordance with cashing out terms included in a modern award or enterprise agreement.

37.6 Where an employee is suffering from a long-term illness or injury and has no paid personal leave entitlements, they may make a request to be access their Annual Leave or Long Service Leave subject to the employee:

- (a) providing a certificate issued by a medical practitioner; and
- (b) making an application for leave in accordance with the normal process.

37.7 Entitlement to unpaid carer's leave

An employee is entitled to 2 days of unpaid carer's leave for each occasion (a permissible occasion) when a member of the employee's immediate family, or a member of the employee's household, requires care or support because of:

- (a) a personal illness, or personal injury, affecting the member; or
- (b) an unexpected emergency affecting the member

37.8 Taking unpaid carer's leave

- (a) An employee may take unpaid carer's leave for a particular permissible occasion if the leave is taken to provide care or support as referred to in clause 37.2.
- (b) An employee may take unpaid carer's leave for a particular permissible occasion as:
 - (i) a single continuous period of up to 2 days; or
 - (ii) any separate periods to which the employee and his or her employer agree.
- (c) An employee cannot take unpaid carer's leave during a particular period if the employee could instead take paid personal/carer's leave.

Note: The notice and evidence requirements of clause 37.937.8 and 38.3 must be complied with.

37.9 Notification

An employee shall, as soon as reasonably practicable inform Yarra Trams of their inability to attend for work and as far as practicable, state the reason for the absence and estimated duration. Such notification should be reasonably attempted prior to the employee's shift commencement time. Where there is a practice at a work location regarding notification which has been developed in regard to local requirements, such practice will be observed.

Medical Certificates

- (a) Applications for leave of absence on the ground of illness shall be supported by the satisfactory certificate of a registered medical practitioner or other evidence such as a Statutory Declaration which may be acceptable to the employer in specific instances.
- (b) Provided that the employer may grant leave of absence on the grounds of illness, without production of a medical certificate, to the extent of five days in the aggregate in any sick leave year of service. Provided further that the maximum number of consecutive days that will be granted without the production of a medical certificate or statutory declaration shall be three.
- (c) Nothing in this subclause shall limit the employer's rights under (a) above.
- (d) An employee shall not be required to furnish a medical certificate in respect of any period while an in-patient at a registered hospital or where a medical officer indicates unfitness for any duty following a medical examination.

37.10 Acting in Higher

An employee in receipt of personal leave pay who was acting in a higher grade or class up to the date of the absence and who would have continued to so act but for the absence is to be paid the applicable allowance (if any) for the period he/she would have been required to so act.

37.11 Workers Compensation - build up to full pay as deduction from personal leave credits

An employee in receipt of workers compensation, after expiry of the Accident Pay period as defined in the Accident Pay clause, may elect to have his/her weekly amount of compensation due to be paid under the relevant State Legislation built up to the amount of his/her weekly full rate of pay which would have been payable under this agreement as a deduction from his/her personal leave credits.

38 Compassionate Leave

38.1 Entitlement to compassionate leave

An employee is entitled to 3 days of compassionate leave for each occasion (a permissible occasion) when a member of the employee's immediate family, or a member of the employee's household:

- (a) contracts or develops a personal illness that poses a serious threat to his or her life; or
- (b) sustains a personal injury that poses a serious threat to his or her life; or
- (c) dies.

Additional compassionate leave is available to attend the funeral of a family member in the following instances:

- (i) an additional day will be given to employees attending the funeral of a family member outside of metropolitan Melbourne and within Australia
- (ii) an additional two days will be given to employees who are attending the funeral of a family member outside Australia

38.2 Taking compassionate leave

- (a) An employee may take compassionate leave for a particular permissible occasion if the leave is taken:
 - (i) to spend time with the member of the employee's immediate family or household who has contracted or developed a personal illness, or sustained the personal injury, referred to in clause 38.1 or
 - (ii) after the death of the member of the employee's immediate family or household referred to in clause 38.1.
 - (iii) immediate family is as defined in clause 6.
- (b) An employee may take compassionate leave for a particular permissible occasion as:
 - (i) a single continuous 3 day period; or
 - (ii) 2 separate periods; or
 - (iii) any separate periods to which the employee and his or her employer agree.

- (c) If the permissible occasion is the contraction or development of a personal illness, or the sustaining of a personal injury, the employee may take the compassionate leave for that occasion at any time while the illness or injury persists.

Note: The notice and evidence requirements of clause 37.8 and 38.3 must be complied with.

If, in accordance with this clause, an employee, other than a casual employee, takes a period of compassionate leave, the employer must pay the employee at the employee's base rate of pay for the employee's ordinary hours of work in the period.

Note: For casual employees, compassionate leave is unpaid leave.

38.3 Notice and evidence requirements

Notice

- (a) An employee must give his or her employer notice of the taking of leave under this Division by the employee.
- (b) The notice:
 - (i) must be given to the employer as soon as practicable (which may be a time after the leave has started); and
 - (ii) must advise the employer of the period, or expected period, of the leave.

Evidence

- (c) An employee who has given his or her employer notice of the taking of leave under this provision must, if required by the employer, give the employer evidence that would satisfy a reasonable person that:
 - (i) if it is paid personal/carer's leave—the leave is taken for a reason specified in clause 37.2; or
 - (ii) if it is unpaid carer's leave—the leave is taken for a permissible occasion in circumstances specified in clause 37.6; or
 - (iii) if it is compassionate leave—the leave is taken for a permissible occasion in circumstances specified in clause 38.2.

Compliance

- (d) An employee is not entitled to take leave under this clause unless the employee complies with this clause 38.3.

39 Community Service Leave

39.1 Entitlement to be absent from employment for engaging in eligible community service activity is in accordance with the NES.

An employee who engages in an eligible community service activity is entitled to be absent from his or her employment for a period if:

- (a) the period consists of one or more of the following:

- (i) time when the employee engages in the activity;
- (ii) reasonable travelling time associated with the activity;
- (iii) reasonable rest time immediately following the activity; and
- (b) unless the activity is jury service-the employee's absence is reasonable in all the circumstances.

39.2 Meaning of eligible community service activity

General

- (a) Each of the following is an eligible community service activity:
 - (i) jury service (including attendance for jury selection) that is required by or under a law of the Commonwealth, a State or a Territory; or
 - (ii) a voluntary emergency management activity (see clause 39.2(b)); or
 - (iii) an activity prescribed in regulations made for the purpose of clause 39.2(d).

Voluntary emergency management activities

- (b) An employee engages in a voluntary emergency management activity if, and only if:
 - (i) the employee engages in an activity that involves dealing with an emergency or natural disaster; and
 - (ii) the employee engages in the activity on a voluntary basis (whether or not the employee directly or indirectly takes or agrees to take an honorarium, gratuity or similar payment wholly or partly for engaging in the activity); and
 - (iii) the employee is a member of, or has a member-like association with, a recognized emergency management body; and
 - (iv) either:
 - (A) the employee was requested by or on behalf of the body to engage in the activity; or
 - (B) no such request was made, but it would be reasonable to expect that, if the circumstances had permitted the making of such a request, it is likely that such a request would have been made.
- (c) A recognised emergency management body is;
 - (i) a body, or part of a body, that has a role or function under a plan that:
 - (A) is for coping with emergencies and/or disasters; and
 - (B) is prepared by the Commonwealth, a State or a Territory; or
 - (ii) a fire-fighting, civil defence or rescue body, or part of such a body; or

- (iii) any other body, or part of a body, a substantial purpose of which involves:
 - (A) securing the safety of persons or animals in an emergency or natural disaster; or
 - (B) protecting property in an emergency or natural disaster; or
 - (C) otherwise responding to an emergency or natural disaster; or
- (iv) a body, or part of a body, prescribed by the regulations;

but does not include a body that was established, or is continued in existence, for the purpose, or for purposes that include the purpose, of entitling one or more employees to be absent from their employment under this Division.

Regulations may prescribe other activities

- (d) The regulations may prescribe an activity that is of a community service nature as an eligible community service activity.

39.3 Notice and evidence requirements

Notice

- (a) An employee who wants an absence from his or her employment to be covered by this Division must give his or her employer notice of the absence.
- (b) The notice:
 - (i) must be given to the employer as soon as practicable (which may be a time after the absence has started); and
 - (ii) must advise the employer of the period, or expected period, of the absence.

Evidence

- (c) An employee who has given his or her employer notice of an absence under clause 39 must, if required by the employer, give the employer evidence that would satisfy a reasonable person that the absence is because the employee has been or will be engaging in an eligible community service activity.

Compliance

- (d) An employee's absence from his or her employment is not covered by this Division unless the employee complies with this clause.

Note: Personal information given to an employer under this clause may be regulated under the *Privacy Act 1988*.

40 Parental Leave

40.1 Unpaid Parental Leave

An employee is entitled to take up to 52 weeks' unpaid parental leave if they become a parent through the birth or adoption of a child in accordance with, and subject to, the requirements of the Fair Work Act. An employee can also request to take up to an

additional 52 weeks' of unpaid parental leave and Yarra Trams will not unreasonably refuse that request. An employee can take other forms of leave during parental leave but these can have the effect of reducing the amount of parental leave that is available to the same extent the employee takes other leave.

40.2 Paid Parental Leave

(a) Paid primary carer leave

- (i) An employee who has completed twelve months continuous service by the date of commencement of parental leave, and will be the person who is primarily responsible for care of the child, is entitled to be granted parental leave with pay for a total period of fourteen weeks upon production of a certificate from a legally qualified medical practitioner specifying the date of the expected birth or a statutory declaration specifying the date of placement of a child.
- (ii) Where an employee has been employed on a part-time basis for all or a portion of a continuous period of employment of twelve calendar months they are entitled to be granted paid parental leave on a proportionate basis.
- (iii) Paid parental leave of fourteen weeks should commence no earlier than six weeks prior to the expected date of birth of the child and no later than six weeks after the birth or placement of the child.

(b) Paid secondary carer leave

- (i) An employee who has completed twelve months continuous service at the date of birth of a child and who makes a statutory declaration that they are not primarily responsible for the care of that child during the leave period, may be granted secondary carer leave with pay for a period not exceeding two weeks, or for periods that in the aggregate do not exceed two weeks, provided that such leave will commence not more than:
 - (A) one week prior to the expected date of birth of the child, or
 - (B) five weeks after the birth or placement of the child.
- (ii) In cases of still birth, paid secondary carer leave may be granted subject to the production of substantiating medical evidence but not in cases where the pregnancy terminates earlier than twenty weeks prior to the expected date of delivery.
- (iii) Secondary carers may also convert to primary carers and be granted unpaid parental leave on the proviso that the employee will be the primary care giver for the child during the period concerned and that they will not be taking leave with a spouse or de facto partner who is on parental leave as the primary carer. The maximum period of leave granted both paid and unpaid parental leave should not exceed 52 weeks (subject to the employees right to extend unpaid parental leave in accordance with the Fair Work Act).

40.3 Safe Job or 'No Safe Job Leave'

(a) Transfer to a safe job

- (i) A pregnant employee has an entitlement to be transferred to an 'appropriate safe job'. An appropriate safe job is a job that has:
 - (A) the same ordinary hours of work as the employee's present position; or
 - (B) a different number of ordinary hours agreed to by the employee.
 - (ii) This entitlement applies if the employee has provided a medical certificate that they are fit for work, but that it is not advisable for them to continue in their present position during a period because of:
 - (A) illness or risks arising out of the pregnancy; or
 - (B) hazards connected with that position.
 - (iii) If this requirement is met and there is an appropriate safe job available, the employee must be transferred to that job for the risk period, with no other change to the employee's terms and conditions of employment. Yarra Trams will pay the employee at their usual classification for the position they were in prior to the transfer to the safe job. Employees will be paid for the hours they work during the risk period.
- (b) No Safe Job Leave
- If there is no appropriate safe job available the following will apply:
- (i) Paid no safe job leave

An employee who is entitled to unpaid parental leave will be entitled to take paid 'no safe job leave' for the risk period, and be paid at their base rate of pay for ordinary hours of work during the risk period.
 - (ii) Unpaid no safe job leave

An employee who is not entitled to unpaid parental leave will be entitled to take unpaid 'no safe job leave' for the risk period.
 - (iii) Unpaid parental leave

Yarra Trams may require the employee to take a period of unpaid parental leave, if they are eligible, as soon as practical if:

 - (A) the employee does not give Yarra Trams a medical certificate within seven days after the request to transfer to a safe job; or
 - (B) within seven days after the request, the employee provides a certificate stating they are not fit for work.
 - (iv) The 'no safe job leave' ends when the parental leave period commences.

- (a) Where an employee takes a period of unpaid parental leave as the primary carer and returns to work at Yarra Trams, upon their return to work, Yarra Trams will make an additional contribution to the Employee's nominated superannuation fund.
- (b) The contribution amount will be calculated as the value of superannuation that would have been calculated on the employee's base weekly wage at the time of commencement of the parental leave;
- (c) This will only apply to unpaid leave taken in the first 12 months parental leave. That is, a maximum superannuation contribution equivalent to the contribution on 38 weeks base salary will be payable.

41 Trauma Leave

- 41.1 Employees who are involved in workplace or network incident resulting in a fatality or critical injury to a passenger, pedestrian or driver and/or passenger of another vehicle, an assault or threatened assault, witnessing a serious near miss incident; and any other circumstance where Yarra Trams managers are concerned that an employee's emotional state would impact on their ability to perform their work in a safe manner can access up to two days of trauma leave in accordance with the Yarra Trams Trauma Leave Policy (h017pl3894).
- 41.2 In addition to the two days trauma leave, the accountable manager may at his or her discretion on the day of the trauma event relieve the employee from their normal duties where the manager is of a view that the individual's emotional and/or physical state would negatively impact on their ability to perform their work in a safe manner.
- 41.3 This policy applies to all Yarra Trams employees, who through the course of employment are directly involved in a work incident to the extent that it would be reasonable to anticipate that they would be impaired in the performance of their work to such an extent that they would be at risk of injuring themselves or others.
- 41.4 Application of this provision is subject to the policy and may be varied from time to time at the sole discretion of Yarra Trams.

42 Family Violence

- 42.1 Yarra Trams will provide up to twenty (20) days Family Violence Leave in any one year to employees experiencing family violence with such leave paid as per roster. Family Violence Leave is to assist the employee to do the following:
 - (a) Seek legal or counselling services to prevent or prohibit violence in the home,
 - (b) Assist the relevant authorities with their investigations into such crimes,
 - (c) Attend court hearings or proceedings.
 - (d) Relocate to another residence,
 - (e) Seek other services and support to assist them through their family violence circumstances.
- 42.2 Employees accessing Family Violence Leave for the above reasons will where practicable provide their manager with reasonable notice of their intent to access this leave as per the Yarra Trams Family Violence Policy (h017pl3893).

- 42.3 Application of this provision is subject to the policy and may be varied from time to time at the sole discretion of Yarra Trams.

43 Jury Service

- 43.1 An employee required to appear and/or serve as a Juror shall be entitled to be granted leave of absence without loss of pay from their normal rostered duty (i.e. paid as per roster) in respect of attendance at Court, and shall be permitted to retain any fees allowed by the Court.
- 43.2 Leave with pay under this clause is not to be approved where the employee would otherwise be off duty.
- 43.3 In cases of late notification of jury service the employee will be re-rostered for duty. In the event such alternative rostering arrangements are not possible and Yarra Trams cannot provide alternative work, the employee shall be entitled to payment as if the jury service had been performed, provided that the employee does not refuse alternative rostering arrangements.

44 Public Holidays

44.1 Entitlement

An employee, other than a casual employee, will be entitled to the following public holidays without loss of pay:

- (a) New Year's Day, Good Friday, Easter Saturday, Easter Monday, Christmas Day and Boxing Day; and
- (b) The following days, as prescribed in Victoria: Australia Day, Anzac Day, Queen's Birthday, Melbourne Cup Day and Labour Day, on the day for which it is gazetted.

44.2 Public holidays falling on a weekend

- (a) When Christmas Day is a Saturday or a Sunday, 27 December will be observed as the public holiday in lieu of the prescribed day.
- (b) When Boxing Day is a Saturday or a Sunday, 28 December will be observed as the public holiday in lieu of the prescribed day.
- (c) When New Year's Day or Australia Day is a Saturday or Sunday, the following Monday will be observed as the public holiday in lieu of the prescribed day.

44.3 Prescription of additional days

Where additional public holidays are declared under section 7 of the *Public Holidays Act 1993* (Vic) in Metropolitan Melbourne, those days will constitute additional public holidays for the purpose of this Agreement.

44.4 Substitution of other days

- (a) Yarra Trams, with the agreement of the majority of the employees, may substitute another day for any prescribed in this clause.
- (b) An agreement pursuant to clause 44.4(a) will be recorded in writing and be available to every affected employee.

44.5 Non-accumulation of public holidays

Days off granted for public holidays where the employee would be normally rostered off will be paid at single time rate and the time is not included for the calculation of overtime.

The non accumulation of public holidays does not apply to Carlton Control.

44.6 Deduction of Leave Credits

In cases where leave of absence is taken, leave credits will be deducted for the time absent from the shift.

45 Long Service Leave

45.1 The provisions of this clause apply to full-time and permanent part-time employees on a pro-rata basis. Casual employees are entitled to long service leave in accordance with the *Long Service Leave Act 2018* (Vic) or successor legislation.

45.2 An employee is entitled to 13 weeks long service leave with pay after the completion of 10 years continuous service. Pro rata long service leave may be taken after completion of 7 years continuous service.

45.3 Additional entitlements accrue at the rate of one point three (1.3) weeks per year of completed continuous service.

45.4 In cases where an employee retires on account of age or ill health, dies or is terminated on the grounds of redundancy, entitlement to long service leave is subject to a minimum of 4 years completed continuous service and is computed on the basis of 1.3 weeks leave for each completed year of service.

45.5 Where an employee has completed at least seven (7) years continuous service, pro rata long service leave may be taken with the approval of Yarra Trams. If employment is terminated by the employee in a lawful manner, or by Yarra Trams for any reason an employee is entitled to be paid pro-rata.

45.6 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.

45.7 For the purposes of this subclause half pay means pay computed at half the rate that would have been received had the leave been granted at full pay.

45.8 In calculating the period of service for long service leave purposes any continuous period of leave of absence without pay in excess of 52 weeks is to be excluded.

46 Cashing out of Annual Leave

46.1 Paid annual leave must not be cashed out except in accordance with an agreement under this clause.

46.2 An agreement must state:

- (a) the amount of leave to be cashed out and the payment to be made to the employee for such leave; and
- (b) the date on which the payment is to be made.

46.3 Each cashing out must be the subject of a separate agreement.

- 46.4 The agreement must be signed by the employer and employee and, if the employee is under 18 years of age, by the employee's parent or guardian.
- 46.5 The payment must not be less than the amount that would have been payable had the employee taken the leave at the time the payment is made.
- 46.6 In order to cash out annual leave, the employee:
- (a) must retain an accrued entitlement to paid annual leave of at least 4 weeks after the cashing out; and
 - (b) may cash out 2 weeks of annual leave in any 12 month period provided that further periods of annual leave may be cashed out by agreement if the employee has taken at least 15 days of annual leave in the previous 12 months.
- 46.7 The employer must keep a copy of any agreement as an employee record.

47 Cashing out of Programmed Leisure Days (PLDs)

- 47.1 The Employer and an Employee may agree in writing to the cashing out of PLDs, subject to the following:
- (a) The employee must have at least five PLDs remaining after the cash out;
 - (b) Each cashing out must be the subject of a separate agreement;
 - (c) The payment must not be less than the amount that would have been payable had the employee taken the leave at the time the payment is made;
 - (d) The employer must keep a copy of any agreement as an employee record.

Section 7— Other Conditions

48 Travel Authority

48.1 Employee Travel Authority (EFTA)

Full Time employees covered by this Agreement will be personally issued, on commencement, with an authority for free travel on public transport in the State of Victoria.

Part-time, casual or temporary employees are not entitled to be issued with an EFTA unless they will qualify to be issued with annual leave passes (i.e it is foreseen their tenure will be for a period of 12 months or more) and whose regular roster provides for three shifts or more to be worked each week. In other cases the employee will be issued with a first class pass for the period of employment.

Agency or consultancy employees are not eligible to any free travel benefits.

Misuse of the pass may result in the employee being forced to relinquish the privilege pass and being subject to disciplinary action.

48.2 Leave of Absence Without Pay

If an employee has been granted leave of absence without pay for four weeks or more and is in possession of an EFTA the EFTA should be collected prior to the leave and held until the employee's return. The only exceptions are for periods of authorised sick

or injury leave covered by a medical certificate and where exception approval has been given by the Manager Human Resources.

48.3 Return on Leaving Service

The EFTA must be returned on leaving the service of Yarra Trams, and failure to do so may render the employee liable to prosecution.

48.4 Intrastate Leave Passes *Definition*

(a) "Intrastate passes" are passes that are available for travel on:

- (i) Metropolitan trains, trams and buses (both Government and privately owned).
- (ii) V/Line passenger services (including V/Line interstate Rail/Coach Link services) and contracted bus or privately owned train services that have replaced or supplemented certain country train services.

(b) Intrastate passes are not available for travel by:

- (i) interstate trains beyond Albury and Wolseley.
- (ii) chartered or privately owned trains, trams and buses (except as in (i) and (ii) above) and privately owned country and provincial city route buses unless designated a V/Line service.
- (iii) tourist trains and trams.

(c) Entitlement

Employees granted leave of absence as a deduction from annual leave, long service leave and/or accrued public holidays credits are eligible to be issued with an intrastate pass (subject to minimum debit of five days) or a destination pass (minimum debit three days) to or from a V/Line serviced location travelling first class where applicable for self and eligible dependents. The pass issued may be extended to cover a PLD, accrued 38 hour week credits, flexi leave, off roster days and up to a maximum of two weeks leave of approved absence without pay when adjoining the grants of annual leave, long service leave and/or accrued public holidays.

48.5 Long Service Leave at Half Pay

Where an employee is granted a period of long service leave at half pay, an intrastate pass may be issued but only to cover the period of the face value of the debit to long service leave credits.

Employees are to nominate the dates for which the pass is required.

48.6 Entitlements on Separation Via a Redundancy Package

Intrastate Passes

Employees who separate via a redundancy package (regardless of length of service) may be granted at the time of separating an intrastate pass for self and eligible dependents to cover a period equivalent to the annual leave, accrued public holidays, accrued 38 hour week credits and long service leave paid in lieu.

48.7 Interstate Travel Pass

Employees with at least two years continuous service will be entitled to the issue of one Railways of Australia - interstate travel voucher every two year period after qualifying in service and or from the date of last issue.

The entitlement for issue of the interstate travel pass will not accrue if unused.

48.8 Fringe Benefit Tax.

Accessing an interstate travel pass may attract fringe benefit tax

48.9 Retired Employee Travel Authority (RETA)

A retired employee and/or eligible dependents will be entitled to a Retired Employee Free Travel Authority (RETA) and intersystem travel concession subject to certain conditions provided the employee had completed a minimum of 20 years total service with Yarra Trams and its predecessor organisations, and is 55 years of age and over.

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.

Employees who resign are not eligible for after retirement travel and other concessions except as may be required for in Redundancy/Separation policies. However, employees who resign after reaching the minimum retirement age are considered to have retired and may be eligible for after retirement entitlements.

49 Company Issued Clothing and Protective Equipment

To ensure that a business-like image is maintained, all employees are required to wear company issued clothing whilst at work.

It is a requirement to wear all safety clothing and protective equipment provided whilst at work and to ensure its proper care, maintenance and storage.

Replacement of work clothing and protection equipment is on the basis of 'fair wear and tear'.

50 Facilities

Yarra Trams will continue to provide common facilities including the provisions of lockers, drinking and boiling water, appropriate protective clothing, heating and cooling, ventilation and rest room facilities. Any disagreement about the adequacy of facilities shall be dealt with through the consultative process and/or disputes procedure of this Agreement.

51 Medical Examinations

51.1 All employees are to attend Periodic Health Assessments required by both the Health and Safety Standards Manual of Yarra Trams of the Code of Practice for Health Assessment and Certification for Rail Safety Workers in their own time while off duty.

51.2 Only medical practitioners authorised by the Prescribed Medical Officer for Yarra Trams are to perform medical examinations on behalf of Yarra Trams.

- 51.3 Employees will be compensated for the time taken to attend and meet the Periodic Health Assessments by payment of two hours pay at their ordinary rate.

52 Random Drug & Alcohol Testing

The selection of work locations, for the conduct of unannounced (random) Drug and Alcohol testing will be generated randomly by the Safety Group, who will then arrange and co-ordinate testing according the randomised work location list.

53 Health Failure

Employees who have been declared by the Yarra Trams' designated Chief Medical Officer as being permanently unfit for the duties of their normal grade, but are able to perform other duties, and have accepted employment in another grade, are to be treated in accordance with the provisions of the Yarra Trams' Health Failure policy.

54 Employee Assistance Services

- 54.1 Yarra Trams will ensure the services of a registered Employee Assistance Provider are available to employees with work related welfare issues with a view to promoting the well being of employees and maintaining a healthy and productive workforce.

55 Union Delegates

55.1 Notification

A union will advise Yarra Trams in writing when a Yarra Trams employee is chosen by employees in a designated workgroup to be their union delegate. The notification must include the identity of the work group the delegate represents. Yarra Trams will not recognise an employee as a union delegate unless it has received written notification from the relevant union. Yarra Trams and a union may agree from time to time concerning the appropriate number of delegates.

55.2 Working Time

- (a) A union delegate will be given a reasonable opportunity during their normal working time to investigate and represent their members' interests.
- (b) If a union delegate wishes to attend union business they must request to be allowed that time off work to their immediate supervisor or manager.

56 Trade Union Training

An employee can take paid leave to attend union provided or supported training subject to:

- 56.1 The employee being nominated in writing by a union to attend the training;
- 56.2 The employee applying in writing to their manager and receiving approval before taking leave. Leave will be approved subject to reasonable operational requirements;
- 56.3 An employee taking no more than 5 days' paid trade union training leave in a calendar year, or 10 days' paid leave over two consecutive years;
- 56.4 No more than 10 employees claiming trade union training leave in each calendar year; and

- 56.5 Payment is only made for leave days that the employee would have been rostered to work if they were not on leave. Any additional time or costs associated with the training are the responsibility of the employee taking leave.

57 Supplementary Labour

57.1 Consultation

Before the employer engages supplementary labour to do work covered by this agreement Yarra Trams must consult with the relevant employee representatives. Yarra Trams must provide in writing to the employee representative prior to the engagement of any supplementary labour the following:

- (a) the name of the supplementary labour company;
- (b) the type of work to be given to the supplementary labour company;
- (c) the number of persons and classifications to be engaged; and
- (d) the likely duration of the engagement.

The engagement of supplementary labour is to be used to support the existing full time employees in overcoming excessive workloads or skill shortages and not to reduce the full time workforce numbers.

57.2 Maintenance work

Yarra Trams can engage supplementary labour to perform maintenance work that could be covered by this agreement, where it can demonstrate that its existing full time employee workforce is fully utilised and / or there is a specific skills shortage or specialization required. Supplementary labour required to perform maintenance work may be engaged for a period of, or cumulative period of up to twelve (12) months and supplementary labour will not be placed into other roles to avoid the operation of this 12 month maximum.

57.3 Project work

In respect of project work that is work that could be covered by this agreement , Yarra Trams will, following the requirements of consultation and prior to the engagement of supplementary labour, seek volunteers from existing Yarra Trams Employees.

Yarra Trams will provide employees with a minimum of 2 weeks' notice of the request to work a project. Upon completion of the project, employees who volunteered to work project work will immediately return to their substantive maintenance role and roster, subject to a fatigue risk assessment. If there are not enough Yarra Trams employees who volunteer for the project work, then Yarra Trams may engage supplementary labour to meet the project labour requirements.

57.4 Wages and conditions of supplementary labour

Yarra Trams will ensure the terms and conditions of supplementary labour personnel engaged to do work under this clause are engaged on terms and conditions overall no less favourable than those provided for in this Agreement for equivalent or similar work

57.5 Limitation

Yarra Trams is not required to comply with this clause in relation to specialist skills not available in Yarra Trams.

58 Occupational Health and Safety

- 58.1 Zero Harm is a core value and central to the way we do business. Zero Harm means sustaining a work environment which supports and promotes the health and safety of our people, our passengers and the community while at the same time minimising the impact of our business on the environment. We believe that all our people and passengers have the right to arrive home safely every day.

Within the context of this Agreement, Yarra Trams, its employees and the union's party to this Agreement are committed to achieving healthier and safer jobs by ensuring that all workplace participants are focused on and actively participate in the early identification and resolution of workers' health and safety issues

In order to maintain this commitment, the Company will provide the resources, and training necessary to assist managers and employees in maintaining a high standard of Occupational Health and Safety in the workplace.

Where a matter involving occupational health and safety arises, it shall be dealt with in accordance with the provisions of the *Occupational Health and Safety Act 2004* (Vic) (as amended).

- 58.2 Inclement Weather Policy

The parties agree that Yarra Trams will develop an inclement weather policy within the first six months of approval of the Agreement by the Fair Work Commission. Yarra Trams will consult with HSRs when developing the policy.

59 Laundering of Overalls

Yarra Trams will arrange and cover costs for the laundering of overalls for rolling stock maintenance staff. This arrangement may be a laundry service or installation of laundering facilities on sites, to be determined by each work group.

ATTACHMENT ONE - ALTERNATIVE SHIFT WORK ARRANGEMENTS

1 **Alternate Shift Work Arrangement**

- 1.1 An Alternate Shift Work Arrangement is defined as any roster arrangement other than the standard eight hour shift worked on 19 days per four week period (28 days) provided for elsewhere in this Agreement. An Alternate Shift Work Arrangement may operate on the basis that the weekly average of 38 ordinary hours are worked over a period which exceeds 28 days, but does not exceed 3 months.
- 1.2 The following arrangements apply to Yarra Trams Rolling Stock employees working an agreed Alternate Shift Work Arrangement. This Appendix comprises two parts: Part A dealing with implementation of an Alternate Shift Work Arrangement and a Part B which details the terms and conditions of any Alternate Shift Work Arrangement.

2 **Part A: Implementation of an Alternative Shift Work Arrangement**

- 2.1 Alternate Shift Work Arrangements will be filled on a volunteer basis. No employee will be transferred into an Alternative Shift Arrangement without their agreement.
- 2.2 Any roster changes will be made in accordance with the following;
 - (a) A Roster Steering Committee will be established.
 - (b) The Roster Steering Committee will be made up of:
 - 2 x management representatives;
 - 1 x HR representative; and
 - 1 x union official from each of the relevant Unions.
 - (c) The Roster Steering Committee will meet as necessary to oversee, guide and support the Depot / Workgroup Roster Committees to develop agreed rosters that support Yarra Trams business requirements.
 - (d) The first meeting of the Roster Steering Committee will confirm the appointment of the representatives to the Depot / Workgroup Roster Committees.
 - (e) The depot / Workgroup roster committee will be made up of;
 - 2 x management representatives; and
 - 1 x shop floor representative from each of the relevant Unions.
 - (f) The Depot/Workgroup Roster Committee will meet during paid work time and as often as required to develop Alternate Shift Work Arrangements that support the business requirements. The times of the Depot/Workgroup Roster Committee meetings must be approved by Yarra Trams prior to the meetings.

- 2.3 Step One: Yarra Trams will notify work groups and their representatives when it proposes to implement an Alternative Shift Work Arrangement, including the reasons for the Alternative Shift Work Arrangement.
- 2.4 Step Two: Within one (1) week of the notification above, a Depot/Workgroup Roster Committee meeting will be held to discuss the Alternate Shift Work Arrangement and seek feedback from the Shop Floor Representatives and Employees. The following principles will apply in considering the Alternate Shift Work Arrangement:
- (a) Alternate Shift Work Arrangements will be discussed with Employees;
 - (b) Impact of the change on an individual's remuneration;
 - (c) Work/life balance;
 - (d) Fatigue management;
 - (e) An adequate trial and review process being implemented.
- 2.5 Step Three: Alternate Shift Work Arrangements will be filled on a volunteer basis. No employee will be transferred into an Alternative Shift Arrangement without their agreement.
- 2.6 Step Four When there are employees who volunteer and there are also employees who do not volunteer to work an Alternate Shift Work Arrangement., the roster changes will be implemented in the Depot/Workgroup provided this arrangement supports both the business requirements and the employees who do not volunteer.

If no agreement can be reached, Yarra Trams or the Employees and/or their representatives may progress the matter to the Fair Work Commission under the Dispute Resolution procedures contained within the Agreement, provided that the Fair Work Commission will not have the power to arbitrate the dispute under clause 12.7(b) of the Agreement.

3 Part B: Terms and Conditions of an Alternate Shift Work Arrangement

Any Alternate Shift Work Arrangement agreed in accordance with Part A will be subject to the following conditions:

3.1 Saturday Work

All work performed on a Saturday (between midnight Friday and midnight of Saturday) will be paid at double time (100% loading on the ordinary hourly rate) for the hours worked on the Saturday.

3.2 Night Shift Loading 30%

A night shift loading of 30% is to be paid for any shift finishing subsequent to midnight and at or before 8:00am.

3.3 Overtime

All Overtime in an Alternative Shift Work Arrangement will be paid at the rate of double time for every hour of overtime worked.

3.4 Averaging of Wages

Wages will be averaged weekly over a 52 week period (or longer to allow for completion of the roster cycle) and paid fortnightly.

3.5 Annual Leave

If employed on continuous shift work the employee is entitled to accrue five (5) weeks of annual leave per completed year of service. The five (5) weeks will be prorated where an employee works on an alternative shift arrangement that operates for part of a year.

Continuous shift worker is a shift worker who is regularly rostered to work on Saturdays, Sundays and Public Holidays

3.6 Annual Leave to be paid as per roster

Annual Leave is to be paid as the greater of the roster cycle average weekly pay or the employees base rate of pay for the employee's ordinary hours of work in the period. Where annual leave is taken in periods that are not full weeks, the proportionate time for the rostered shift will be deducted from the employees annual leave accrual.

3.7 Personal Leave

Personal Leave is to be paid at the employee's base rate of pay for the ordinary hours of work taken as Personal Leave, and taken from the bank of accrued Personal Leave hours. Ordinarily, personal leave is likely to accrue on the basis of 114 hours per completed year of service. For example, an employee rostered to work a nine (9) hour shift will be paid for nine (9) hours and have nine (9) hours deducted from their Personal Leave accrual.

3.8 Rostered Day Off and Rostered Overtime

The alternate roster and weekly/daily hours of work can be arranged to be with or without a Rostered Day Off. Rostered daily hours may include rostered overtime hours.

3.9 Additional Days Off (ADO's)

ADO's will be paid as per the roster cycle average weekly pay and taken from the bank of accrued ADO hours. ADO's accrue on the basis of 38 hours per completed year of service. For example, an employee rostered to work a nine (9) hour shift will be paid the roster cycle average weekly pay and have nine (9) hours deducted from the employees ADO accrual.

3.10 Public Holidays

A continuous shift worker rostered to work on a rostered shift the major portion of which is performed on a public holiday will be paid double time and a half for all hours worked on the public holiday.

Non continuous shift workers rostered to work on a public holiday will be paid the public holiday rates unless:

- (a) The shift commenced between 11:00 p.m. and midnight of the Sunday or public holiday in which case they shall be paid at the rate of the day following; or

- (b) where the maximum portion of the shift is worked on the public holiday they shall be paid the public holiday rate for the whole shift.

Seven day or continuous shift workers, are shift workers who are regularly rostered to work Saturday's, Sunday's and public holidays. When their off rostered day falls on a public holiday they will be paid 7.6 hours for that day at the ordinary rate. This does not apply when the public holiday on which they are rostered off falls on a Saturday or Sunday.

3.11 Relocation issues

Where a business need exists to relocate an employee to a Depot/Workgroup that has an Alternative Shift Work Arrangement, the following process will apply:

- (a) An expression of interest will be posted in all workplaces advertising the vacancy within the Alternate Shift Work Arrangement;
- (b) Where an employee applies for and is selected for the position within the Alternate Shift Work Arrangement, it will be treated as a voluntary transfer. Payment of the Transfer/Redeployment Allowance will apply;
- (c) If there are no applicants for the position within the Alternate Shift Work Arrangement, or where there are applicants but with incompatible skills, the Depot/Workgroup Roster Committee (for the receiving Depot/Workgroup) will be given the opportunity to reconvene to consider how additional employees could be accommodated.

Attachment Two: Disciplinary Counselling Procedure

1. Purpose

It is the objective of Yarra Trams to have fair, equitable and consistent disciplinary procedures in the workplace for the purpose of ensuring acceptable behaviour.

2. Basic Principles

2.1 Opportunities to Explain and Defend

Individuals against whom disciplinary action is being contemplated are entitled to be informed:

- (a) of **each** of the allegations against them and be given reasonable opportunity to explain their behaviour and to answer each allegation against them;
- (b) that an investigation into their behaviour is in progress;
- (c) of **the** employee's entitlement in relation to the investigation, including;
 - (i) the employee's entitlement to representation in each step of the procedure;
 - (ii) The employee's entitlement to be informed of the allegations against them and the evidence relied upon to support these allegations; and
 - (iii) The employee's entitlement to have a reasonable opportunity to present their case in response to the allegations made against them, and to present their view in relation to any decision reached at the conclusion of the disciplinary process
- (d) of the allegation or allegations against them that form the basis of the investigations;
- (e) of any possible disciplinary consequences of the investigation;
- (f) of the applicable investigation timelines and key dates; and
- (g) To present their view in respect to any decision reached at the conclusion of the counselling process.

2.2 Timeliness

Disciplinary procedures should be commenced and completed within a reasonable timeframe following the alleged incident provided that all of the relevant facts including where appropriate, written witness statements are available, and the employee concerned is advised of each step in the disciplinary process.

2.3 Timeframes

(a) Investigation

In some cases, an investigation will be undertaken to determine the seriousness of an alleged disciplinary breach. Generally, this involves the accountable manager making

enquiries and having conversations with various parties to determine if further investigation is required.

[Drafting Note: An investigation would generally be completed in a relatively short time, subject to the availability of persons involved such as witnesses or complainants, and any investigation reports such as a Rolling Stock or Infrastructure report.]

An investigation not requiring reports from outside the Function would normally be expected to be completed within two (2) weeks.

An investigation requiring reports from parties outside the function would normally be expected to be completed within four (4) weeks.

Investigations should be conducted as quickly as possible. However, this will be dependent on the availability of an internal investigation resource, the size and complexity of the investigation and the availability of witnesses. Investigations involving reports from other parties, either within Yarra Trams or external to Yarra Trams will often add to the investigation timeframes.

Where an internal resource is not available, an external consultant will be engaged to conduct the investigation. In this case, the timeframes involved may be longer than for an internal investigation due to availability of the external investigator.

[Drafting Note: Where an external investigation is involved, the investigation timeframe should be no more than six weeks subject to availability of all parties. In selecting an external investigator, Yarra Trams will first look for any specialist skill requirement, such as when investigating a complex discrimination or bullying complaint, and consultant availability.]

(b) Disciplinary interview

The timeframes for conduct of the disciplinary interview process will depend on availability of the individuals involved in conducting the disciplinary interview, the number of meetings and the time necessary between meetings to seek further advice and/or to source additional evidence.

For minor disciplinary matters, up to and including a written warning it is reasonably expected that these matters can be completed on the day of the disciplinary interview. For minor matters, the local delegate can act as a representative if requested by the employee.

For more significant disciplinary matters, such as a final warning and dismissal, the disciplinary interview may require multiple meetings over several days. For significant matters, a union official can act as a representative if requested by the employee.

(c) Manager once Removed (MoR) Review for Dismissal

The MoR review should be completed within one week of receiving the recommendation for dismissal. However, this timeframe will significantly extend should the MoR require further information or other investigations to be undertaken.

At all stages throughout the process, the employee and/or their representative will be kept updated on the status of the investigation. This will be done on a weekly basis by the accountable manager.

2.4 Establishment of Facts

An investigation should be conducted promptly and all steps should be taken to obtain the relevant facts especially detailed responses and explanations of the allegations and complaints against the employee concerned.

Where an employee's behaviour warrants investigation by Yarra Trams and where there are also police investigations going on in relation to the matter, Yarra Trams investigations should continue but care should be taken to ensure that no interference is made to the Police investigation.

It should be remembered that police may be investigating different issues; they may be looking at possible criminal charges which will have to be proved beyond reasonable doubt.

2.5 Time Allowed to Modify Behaviour

Except in instances of serious misconduct where termination is warranted, employees will be allowed reasonable time to modify their behaviour. The time required will depend on the nature of the behaviour and whether other steps such as training are required for a change to occur.

2.6 Employee Representation and Support Person

Employees are entitled to have their Union or other nominated representative involved in each step of the procedure.

The nature of the procedures in the disciplinary counselling process do not warrant the involvement of barristers and solicitors.

Where the matter or matters being investigated are of a disciplinary nature, or may lead to disciplinary action being taken against the employee, then the employee must be afforded the opportunity to have a support person or representative present at any meeting.

[Drafting Note: An employee can have a support person and/or a representative present during all disciplinary counselling discussions. A support person does not speak for the employee, and is present to provide moral and emotional support. A representative is a union delegate or a union official, who is able to speak on behalf of the employee. Representation does not extend to involving a person external to the employment relationship between Yarra Trams and its employee. The involvement of lawyers is not appropriate.]

(a) Number of representatives

An employee can have a support person and/or a representative present.

The employer representatives will generally be the accountable Manager and one other management representative.

2.7 Confidentiality of Records

Matters discussed with employees and Records of discussions and any related correspondence is confidential and to be treated as such. Any records established under this process are to be stored in a secure area and accessible only at the discretion of the Director Human Resources and Organisational Effectiveness.

3. Conditions

3.1 Suspension With Pay

Where it is desirable to exclude an employee from the workplace until the matter under investigation is resolved, the employee may be suspended with pay as per roster. (*Refer to o400fo243 Employee Suspension Notice*)

3.2 Alternatives to Termination of Employment

Alternatives to termination of employment are to be considered in all cases.

3.3 Termination of Employment

Termination of employment should only be considered after consideration of all factors. The following factors are particularly important.

- (a) The reason for termination.
- (b) The employee's employment history and record.
- (c) Whether the reason for dismissal is based on fact and is supported by an adequate written warning, (except in cases of summary dismissal).
- (d) Whether the employee has had adequate opportunity to respond to the allegations and the response does not alter the circumstances or the reasons for the proposed termination.
- (e) Having regard to the seriousness of the circumstances, whether there is an alternative to termination.
- (f) Any mitigating and/or extenuating circumstances that affected the employee's behaviour.

3.4 Summary Dismissal

Yarra Trams has a legal right to summarily dismiss an employee without notice for serious misconduct. However, the procedure leading to the dismissal must be fair and just. A prompt investigation of all the circumstances is essential. The employee must be given every opportunity to respond to the allegations.

3.5 Appeals

An employee who has been dismissed from the service of Yarra Trams or reduced in grade shall be entitled to an appeal to an Independent Chair of the decision if within 48 hours of such dismissal or reduction, he/she so requests in writing to the Chief Executive Officer.

Appeals must be dealt with by way of an oral hearing ('appeal hearing') before an Independent Chair. The employee shall be entitled to be represented at an appeal hearing by a member of a union or employee association or other nominated representative.

Appeal hearings will be held at an agreed location that allows for privacy and confidentiality of proceedings. However it is recognised that there will be times where it is not possible to do this, in which cases appeal hearings will be held at other locations.

Participants at appeal hearings will include:

- (a) The Independent Chair
- (b) The employee or employees involved
- (c) An employee advocate (normally an official of the Union), or other representative, at the selection of the employee or employees involved.
- (d) Management advocate
- (e) Other person as required by the Independent Chair, or at the request of either advocate, to assist in the proper conduct of proceedings.

The Independent Chair is a person appointed by Yarra Trams, by agreement with the relevant Unions, prior to appointment. The Independent Chair is not to be a person who was involved in the making of the decision under appeal. The Independent Chair will not be an employee, a contractor, or otherwise in the service of the Employer.

The role of the Independent Chair is to facilitate the proper conduct of appeal hearings, in accordance with the Principles outlined in the Yarra Trams Disciplinary Counselling Policy and on the basis of all the material before him or her, and to make a recommendation on appropriate disciplinary action.

The employee and management Advocates are accountable for ensuring that all relevant facts and evidence are brought to the attention of the Independent Chair, for their consideration.

These provisions shall not abrogate any rights of appeal under the Fair Work Act on behalf of an employee who considers they have been unfairly dismissed

4. Steps in the Disciplinary Counselling Process

4.1 Where there is clear evidence of misconduct which justifies action, the following procedures shall apply:

- (a) Interview with verbal warning;
- (b) Written advise and instruct;
- (c) Written warning;
- (d) Final written warning

4.2 While the sequence above would normally be followed, there will be some instances of serious misconduct where the first step in the process may result in a final written warning, or even a recommendation for dismissal. Where a dismissal or regression in grade takes place, the employee should be informed of their appeal rights. This should be documented and provided to the employee in writing.

Minor breaches of discipline will be carried out by the accountable Manager and the employee will be given the opportunity of representation from his / her respective Union. Serious breaches of discipline which might lead to dismissal may be carried out by their MoR with assistance provided from the Human Resources Function.

4.3 A clear written record of each step in the disciplinary procedure must be kept (***Refer to c400fo159 Employee Record of Interview***) and include:

- (a) the person or persons present at each such procedure;
- (b) the allegations made to the employee at or during such procedure including witness statements;
- (c) a list of all documents made available to the employee during such procedure including witness statements;
- (d) a detailed outline of the employee's response and/or explanation of each allegation during such procedure;
- (e) an outline of any representations made by or for the employee during such procedure;
- (f) the conclusion reached at the end of each such procedure;
- (g) this must be provided to the employee and their representative on request.

5. Documentation

An employee and/or their representative will be provided with access to all relevant information that is being relied on by the employer as the grounds for taking disciplinary action against an employee. The employer must, in order to meet its obligations under this procedure, give the employee and/or their representative an opportunity to have all of the allegations made known to them. Where the allegations are supported by documentation, this documentation will be made available.

In some instances, it may not be appropriate to provide the employee or their representative with a copy of the documentation, however in not giving the employee or their representative a copy of the document, it is important that the details of the allegation or evidence contained in the document is given orally to the employee and/or their representative and they be given adequate time to take detailed notes of the allegation or evidence spoken to.

[Drafting Note: Documentation that would not normally be provided to the employee or their representative may include witness statements, where the individual making the statement could be readily identified by the statement. A redacted document that is as close to the original form of the allegations as possible may be used in this circumstance.]

6. Interview of Employee

- 6.1 Interviews should be conducted by the appropriate Manager of the employee concerned as soon as possible. The employee should have the opportunity to have an interpreter if necessary. The employee must be asked if any assistance from the union or other nominated representative is required and whether any reasonable further time to consider and to prepare a response to the allegations made against him/her is required. The Manager must keep detailed and comprehensive notes of the incidents and the fact that the employee was interviewed document (***Refer to c400fo159 Record of Interview***) will be used for this purpose.
- 6.2 The interview would generally follow the sequence below:
 - (a) the misconduct causing concern would be pointed out to the employee; the employee must be given details of the substance of all the allegations and the evidence, if any, upon which the allegations are based;

- (b) the Manager should frequently ask the employee if there is anything he/she wishes to say or add and each subsequent statement should be recorded both as to the question and the response;
- (c) the employee will be given the opportunity to respond to the allegations; the employee should be given a number of opportunities to add anything that he/she wishes to add and should be encouraged to put forward any evidence, material or submissions that he/she wishes to make in answer to or in mitigation of the allegations made;
- (d) if after hearing the employee's response to the allegations and receiving other material, the Manager is of the belief that the allegations have been established, the Manager would then issue a warning and explain what is expected of the employee. This requirement must be clearly detailed and specific and the employee must be advised of the consequences should the misconduct be repeated.

6.3 The number of times a person is interviewed on the same matter will vary according to the type of misconduct. In some cases, because of the gravity of the misconduct, dismissal may be recommended immediately, even before an oral or written warning is issued.

6.4 In cases where an employee refuses to attend an interview to discuss a misconduct matter, or to respond to a written request for an explanation, the Manager is to:

- (a) Advise the employee he / she is off pay until he / she attends the interview and explain that it would be in his / her best interests for his/her point of view to be put to Yarra Trams.
- (b) After the record of interview is signed by the Manager, the opportunity should be given to the employee to sign acknowledgment of the contents, and/or comment in writing.
- (c) If the employee declines to sign, the Manager should endorse the appropriate section along the following lines: -
 - (i) "Employee given opportunity to acknowledge but declined".
 - (ii) A copy of the completed "Record of Interview" should be offered to the employee, and to their representative if involved in the discussions. The Manager should also retain a copy.
- (d) an employee who is being interviewed shall be allowed full pay for any time necessarily absent from ordinary duty.

7. Time to Respond to Allegations

In all disciplinary cases, an employee and/or their representative must be given adequate time to consider the allegations and prepare their arguments or obtain supporting evidence. The amount of time involved will depend on the particular circumstances of each case.

[Drafting Note: Matters of a simple nature should generally be dealt with on the day of the disciplinary meeting, subject to the employee and their representative being given adequate time to consider the allegation and evidence against them and provide a considered response. The employee and/or their representative should not unreasonably delay proceedings.]

8. **Final Written Warning**

A final written warning is to be issued by the appropriate Manager after giving the employee the opportunity to respond to the allegations.

In most situations, the issue of a final warning would follow a series of interviews with the employee. There will be occasions when the employee's conduct results in the issue of a final written warning on the first occurrence.

Where the employee so requires, a union delegate is to be advised of the fact that the warning had been issued and of the circumstances surrounding the matter.

9. **Recommendation for Dismissal**

Normally when misconduct on the job re-occurs after a final written warning has been issued, the Manager will make a recommendation to his/her authorised manager that the employee be terminated. It should be made clear to the employee that his/her termination will be recommended to the MoR designated with the authority to dismiss where appropriate. There will be occasions when, because of the nature of the misconduct, a recommendation for dismissal will be the first step to be implemented in the process. Dismissal can only be approved by the MoR.

Before such a recommendation occurs, the employee should be given the opportunity to respond to all allegations. The circumstances warranting the recommendation should be conveyed to the relevant Functional Director and the Director Human Resources and Organisational Effectiveness.

Where the employee so requests, a union delegate must be advised by the Manager that the recommendation had been made.

Where there has been a breach of a final warning for the same or similar behaviour, the employee should be immediately interviewed and suspended on pay pending an investigation and recommendation concerning termination.

If there are reasons to delay the decision such as to give the employee time to marshal evidence or for Yarra Trams itself to investigate allegations or responses put by the employee, the action could be deferred for a period of time, which should be relatively brief, with the written advice to the employee that disciplinary action has been stayed pending investigation.

A letter of termination of employment issued to an employee must set out the reason for the termination and remind the employee of his/her appeal rights under this procedure.

The MoR should be satisfied with answers arising from the checklist as per "**Section 12 Termination Checklist**" before endorsing recommendations for terminating an employee's employment.

10. **Summary Dismissal**

For misconduct that could lead to summary dismissal, action must be taken as soon as possible after the last incident. Investigation must commence immediately the Manager becomes aware of an incident and if the investigation indicates that termination is warranted, a recommendation for dismissal should be proceeded with as soon as possible. The employee should be suspended from duties with pay pending the outcome of the investigation.

It is essential that all documentation appropriate to a recommendation for termination be submitted to the relevant manager as early as practicable.

11. Participants and Their Roles

For the process to be effective, it requires the active and committed involvement of all concerned parties.

In Yarra Trams, the following parties are seen to be those involved in the process: -

- The Employee
- The Appropriate Manager of the Employee
- Employee Unions and Association
- The Manager's Manager (MoR)
- Human Resources Management
- The Chief Executive Officer

11.1 The Role of the Employee

Employees need to understand and accept the standards of conduct required of them at work and the potential consequences, if their conduct does not meet those standards. They also need to understand their rights in terms of the discipline process and representation on their behalf by their Union or Association or others.

11.2 The Role of the Manager

Managers need to understand the sensitivity of the process, their degree of authority and the stage at which it is necessary to obtain the approval of their manager. Managers need to allow employees to have a union representative where requested.

Managers need to ensure that all relevant documentation is established and maintained.

11.3 The Role of the Employee Unions and Associations

Union delegates have a right to be present with employees at meetings where enquiries are being conducted, if requested by the employee, and to advise full-time officials of developments as necessary. With regard to the former, the role of the union delegate is to observe proceedings and, if necessary, advise the employee.

Full-time officials have the right to be present with the employee concerned during investigations if required by the employee. With regard to the former, the role of the full-time official is similar to that of union delegate during the inquiry/investigation stage.

11.4 The Role of the Manager's Manager (MoR)

When the Manager of an employee has reached the stage where it is felt necessary to recommend removal from role, he or she should discuss the incident with his or her Manager and obtain the appropriate approval for this action to be taken.

The Manager's manager, when appropriate, would also recommend that termination should be considered.

11.5 The Role of the Human Resources Function

The Human Resources Function will provide advice and assistance and co-ordinate suitable training to Managers on disciplinary and counselling procedures, ensure adequate systems exist for recording disciplinary and counselling action and audit the disciplinary procedures to ensure they are consistent with relevant legislation. The Human Resources Function is also to be accountable to ensure that full-time officials of the appropriate Union are aware of the full circumstances of the case.

11.6 The role of the Chief Executive Officer and Director Human Resources and Organisational Effectiveness

The Chief Executive Officer and the Director Human Resources and Organisational Effectiveness are to monitor the discipline procedure to ensure that the steps required under the procedure are being followed.

12. Termination checklist

In considering a recommendation that an employee's employment be terminated, the MoR must be satisfied that each of the following questions have been answered correctly:

- 12.1 Has the employee been given the opportunity to know the allegations against him/her?
- 12.2 Has the employee had the opportunity to respond to those allegations?
- 12.3 Were there any extenuating circumstances that affected the employees conduct?
- 12.4 Has the employee been given the opportunity to be represented?
- 12.5 Has the employee been suspended pending the investigation?
- 12.6 Has the enquiry been conducted as promptly as possible?
- 12.7 Has the employee been given the opportunity to comment on the likely penalty?
- 12.8 Is the reason for termination clearly understood?
- 12.9 Has the employee's employment history and record been taken into account? (Where appropriate).
- 12.10 Has the employee received warnings concerning his/her conduct?
- 12.11 If a decision is taken that an employee's employment is to be terminated a letter to the employee should state:
 - (a) The reason for the termination
 - (b) Advice that there is a right of appeal

Part Two - Rolling Stock

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Part Two - Rolling Stock

1 Scope and Application up to here

Part Two, Rolling Stock, applies to all Rolling Stock employees engaged in the maintenance and repair of all tram classes, both current and future, including the installation, modification or alteration, refurbishment, renovation, of all structural, mechanical, electrical, monitoring or control equipment and/or instrumentation including computer hardware and software.

2 Appendices

- 2.1 Further terms and conditions of employment for employees covered by this Part (Part Two) of the Agreement can be found in **Appendix Three**.
- 2.2 Further detail on the operation of the Agreement, its various Parts, and Appendices can be found in the **Part One, clause 2** of the Agreement.

3 Fleet Servicing

Yarra Trams will review the Scheduled Services to fleet vehicles with the aim of providing improved quality and efficiency of Fleet Maintenance. The review will investigate labour requirements, skill mix, service techniques and work practices.

4 Tram Maintainer Classification Structure

Tram Maintainers are to be classified in accordance with the provisions of the National Metals and Engineering Competency Standards Implementation Guide, the Classification descriptors contained in Attachment One¹ of Appendix Three, and the Competency Profiles agreed between the parties in accordance with the recommendation of Commissioner Roe in C2014/6238

Classifications are set out below, rates effective first full pay period to commence on or after 1 July 2019 are set out in Schedule A or Schedule B)

Classification Title	Classification Number
Higher Engineering Tradesperson and Special Class Level II	C7
Engineering Tradesperson - Special Class Level 1	C8
Engineering Tradesperson - Level II	C9
Engineering Tradesperson - Level 1	C10
Engineering Employee - Level IV	C11
Engineering Employee - Level III	C12
Motor Vehicle Driver	

5 Additional days off

- 5.1 In each year of this Agreement, employees covered by this Part (Part Two), are entitled to an additional five (5) days paid leave for each twelve months continuous service.
- 5.2 The additional days may be taken as days of paid leave.

- 5.3 The five days are credited in advance to employee leave accounts on 1 July of each year of the Agreement. For example the five additional days credited on 1 July 2019 are for the twelve month period 1 July 2019 to 30 June 2020.
- 5.4 Where an employee has taken their additional days of leave or been paid in lieu, prior to completion of the twelve month period in which the leave accrues, then the amount of any overpayment will be deducted from their final pay.
- 5.5 Within one month of the annual allocation a mutually agreed schedule will be developed between the employee(s) and their manager. This will determine when the days will be taken. The five (5) days must be taken within the annual allocation period. Where an agreed day is not taken at the request of either, the management or the employee, then another day must be agreed upon prior to the change occurring.

Due to unforeseen work circumstances an employee may be required to work their ADO. In this case an agreed alternative day is to be taken within four (4) weeks.

6 Training and Skills Development

- 6.1 Yarra Trams, employees and their representatives recognise that in order to increase efficiency and the competitiveness of Yarra Trams, a continued commitment to training and skill development is necessary. Accordingly they commit themselves to:
 - (a) Developing a highly skilled and flexible workforce.
 - (b) Providing employees with career opportunities through appropriate training to acquire additional skills required.
- 6.2 Employees will be offered training to enhance their knowledge and skills of existing and new technologies where such training is to the benefit of Yarra Trams. Such additional training will be provided in accordance with the overall training program and timeframe.
- 6.3 To that end Yarra Trams in consultation with employees and their representatives will develop and continue to develop a training skills program consistent with the current and future skill needs of Yarra Trams and its workforce.
- 6.4 Employees will not lose any wages (excluding non-all purposes allowances) for attending approved training programs during normal working hours. Out of pocket expenses including excess fares will be reimbursed. For the avoidance of doubt, this clause does not apply to training provided by a trade union.

Part Three – Signals & Communication

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Part Three – Signals & Communication

1. Scope and Application

Part Three, Signals & Communication, applies to all employees engaged in the Signals and Communication roles contained in clause 3.1 of this Part.

2. Appendices

Further terms and conditions of employment for employees covered by this Part (Part Three) of the Agreement can be found in **Appendix Three**

Further detail on the operation of the Agreement, its various Parts, and the Appendices can be found in **Part One, clause 2** of the Agreement.

3. Classification Structure

- 3.1 Signals & Communication classifications are set out below (Rates effective first full pay period to commence on or after 1 July 2019 are set out in Schedule A or Schedule B).

Classification	Grade
Senior S & C Officer	Class 1
Senior S & C Officer	Class 2
Senior S & C Officer	Class 3
Senior S & C Officer	Class 4
Senior S & C Officer	Class 5
S & C Officer	Class 1
S & C Officer	Class 2
S & C Officer	Class 3
S & C Officer	Class 4
S & C Officer	Class 5
S&C Trainee Technician	Year 1
S&C Trainee Technician	Year 2
S&C Trainee Technician	Year 3
S&C Trainee Technician	Year 4
S&C Trainee Technician	Year 5

Refer Attachment 1 for S&C Classification Structure details.

4. Training and Skills Development

- 4.1 Yarra Trams, employees and their representatives recognise that in order to increase efficiency, and the competitiveness of Yarra Trams, a continued commitment to training and skill development is necessary. Accordingly they commit themselves to:

- (a) Developing a highly skilled and flexible workforce.
- (b) Providing employees with career opportunities through appropriate training to acquire additional skills required.

- 4.2 Employees will be offered training to enhance their knowledge and skills of existing and new technologies where such training is to the benefit of Yarra Trams. Such additional training will be provided in accordance with the overall training program and timeframe.

- 4.3 To that end Yarra Trams in consultation with employees and their representatives will develop and continue to develop a training skills program consistent with the current and future skill needs of Yarra Trams and its workforce.
- 4.4 Employees will not lose any wages (excluding non-all purposes allowances) for attending approved training programs during normal working hours. Out of pocket expenses including excess fares will be reimbursed. For the avoidance of doubt, this clause does not apply to training provided by a trade union.

5. Provision of Tools

Yarra Trams will provide precision measuring, power and special purpose tools. It will also provide the first issue of tools ordinarily required by Technicians, Tradespersons and Apprentices however those employees will maintain and replace them.

6. Additional days off.

- 6.1 In each year of this Agreement, employees covered by this Part (Part Three), are entitled to an additional five (5) days paid leave for each twelve months continuous service.
- 6.2 The additional days may be taken as days of paid leave.
- 6.3 The five days are credited in advance to employee leave accounts on 1 July of each year of the Agreement, For example the five additional days credited on 1 July 2019 are for the twelve month period 1 July 2019 to 30 June 2020.
- 6.4 Where an employee has taken their additional days of leave or been paid in lieu, prior to completion of the twelve month period in which the leave accrues, then the amount of any overpayment will be deducted from their final pay.
- 6.5 Within one month of the annual allocation a mutually agreed schedule will be developed between the employee(s) and their manager. This will determine when the days will be taken. The five (5) days must be taken within the annual allocation period. Where an agreed day is not taken at the request of either, the management or the employee, then another day must be agreed upon prior to the change occurring.

Due to unforeseen work circumstances an employee may be required to work their ADO. In this case an agreed alternative day is to be taken within four (4) weeks.

Attachment 1 - Signals & Communication Classification Structure

S. & C. TRAINEE TECHNICIAN 1

PRIMARY TASK:	Under direct supervision carry out basic technical tasks of a routine nature related to the maintenance or construction of signalling and/or communications equipment and systems working in a team environment.
BASIC REQUIREMENT:	Successful completion of Traineeship including A.D.E. studies. In special circumstances where S & C specific trade qualifications have been obtained will be able to continue progression through Technician segment.

S. & C. TRAINEE TECHNICIAN 2

(S. & C. Technician without Associate Diploma)

PRIMARY TASK:	Undertake routine technical activities including the installation and maintenance of S. & C. equipment requiring some judgement under technical direction and limited supervision, working in a team environment.
BASIC REQUIREMENT:	12 months experience as a Technician 1. Completion of 150 hours of S & C technical training modules

S. & C. TRAINEE TECHNICIAN 3

PRIMARY TASK:	Undertake routine technical activities requiring some judgement under technical direction and limited supervision.
BASIC REQUIREMENT:	Completed 150 hours of technical training modules. Technicians with an A.D.E. must have completed 12 months as S & C Technician 1. Technicians without an A.D.E. must have completed 12 months as S & C Technician 2.

S. & C. TRAINEE TECHNICIAN 4

(S. & C. Technician without Associate Diploma)

PRIMARY TASK:	Undertake routine technical activities requiring individual judgement under technical direction and limited supervision.
BASIC REQUIREMENT:	Completion of 150 hours of technical training modules. Twelve months experience as S & C Technician 3.

S. & C. TRAINEE TECHNICIAN 5

PRIMARY TASK:	Under general direction undertake technical work which frequently involves the performance of a variety of activities that require limited initiative and judgement based upon the application of established principles, techniques and methods.
BASIC REQUIREMENT:	Completion of 150 hours technical training modules. Twelve months experience as S & C Technician 4.

S. & C. OFFICER 1

Note:	S. & C. Officer 1 requires completion of Associate Diploma of Engineering (Electronics). S. & C. Technicians can only proceed beyond S. & C. Technician 5 by the achievement of A.D.E. (or recognised alternative qualification).
PRIMARY TASK:	Under general direction undertake technical work which frequently involves the performance of a variety of activities that require limited initiative and judgement based upon the application of established principles, techniques and methods.
BASIC REQUIREMENT:	Technicians with an A.D.E. must have completed 12 months as a Technician 3. Completed 150 hours technical training modules.

S. & C. OFFICER 2

PRIMARY TASK:	Under general direction undertake technical work and/or supervision of small work groups which frequently involves the performance of a variety of activities that require limited initiative and judgement based upon the application of established principles, techniques and methods.
BASIC REQUIREMENT:	A minimum twelve months experience as S. & C. Officer 1. Completion of a further range of technical training modules equating to 150 hours. Completion of supervisory skills course level 1. Satisfactory performance appraisal as part of a staff development program.

S. & C. OFFICER 3

Note:	Vacancy based.
PRIMARY TASK:	Under general direction undertake technical work and/or supervision of a medium sized works group which frequently involves the performance of a variety of activities that require limited initiative and judgement based upon the application of established principles, techniques and methods.
BASIC REQUIREMENT:	An accumulated total of technical training modules equating to 700 hours (post traineeship). Completion of Supervisory skills course level 2. A minimum of twelve months experience as S & C Officer 2 is desirable. Satisfactory performance appraisal as part of a staff development program

S. & C. OFFICER 4 AND SENIOR S. & C. OFFICER 1

PRIMARY TASK:	Under limited direction undertake more complex technical work and/or supervision which frequently involves the performance of a variety of activities that require substantial initiative and judgement based upon the application of established principles, techniques and methods.
BASIC REQUIREMENT:	A minimum of twelve months experience as S. & C. Officer 3. Completion of 100 hours specialist technical training modules and completion of a supervisory skills course level 3. Satisfactory performance appraisal as part of a staff development program.
Note:	for progression to Senior S. & C. Officer 1, the experience criteria is desirable.

S. & C. OFFICER 5

Note:	S. & C. Officer 5 is a technical specialist position and is vacancy based.
PRIMARY TASK:	With little or no direction undertake complex work which involves the performance of a variety of duties that require significant initiative and judgement based on the application of established principles, techniques and methods.
BASIC REQUIREMENT:	Twelve months experience as S. & C. Officer 4 is desirable. A further 100 hours specialist technical training modules. Satisfactory performance appraisal as part of a staff development program.

SENIOR S. & C. OFFICER 2

PRIMARY TASK:	Under limited direction undertake supervision which frequently involves the performance of a variety of activities that require substantial initiative and judgement based upon the application of established principles, techniques and methods.
BASIC REQUIREMENT:	12 months experience as a Senior S. & C. Officer 1. Completed a management course level 1. Satisfactory performance appraisal as a part of a staff development program.

SENIOR S. & C. OFFICER 3

Note:	Vacancy based.
PRIMARY TASK:	Under limited direction within policy guidelines directs the work of a specialist group of technical staff or a large group performing a wide

	variety of activities which frequently involves significant initiative and judgement.
BASIC REQUIREMENT:	Completion of Management course level 2. 12 months experience at a level equivalent to that of Senior S. & C. Officer 2 is desirable. Satisfactory performance appraisal as part of a staff development program.
SENIOR S. & C. OFFICER 4	
Note:	Vacancy based.
PRIMARY TASK:	Under limited direction within policy guidelines organises and directs the work of a large specialist group of technical staff or a diverse work group performing a wide variety of activities which frequently involves significant initiative and judgement on matters which could have significant system wide impact.
BASIC REQUIREMENT:	Completion of Management course level 3. 12 months experience as a Senior S. & C. Officer 3 is desirable. Satisfactory performance appraisal as part of a staff development program.
SENIOR S. & C. OFFICER 5	
Note:	Vacancy based.
PRIMARY TASK:	Within limited guidelines engage upon work that requires interpretation and policies and application of established principles and procedures which require highly developed interpersonal and administrative skills.
BASIC REQUIREMENT:	Completion of a Management course, level 4. A minimum of 12 months experience as a Senior S. & C. Officer 4 is desirable. Satisfactory performance appraisal as part of a staff development program.

Part Four – Administration, Technical & Professional

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Part Four -Administration, Technical & Professional

1. Scope

Part Four, Administration and Technical, applies to all Yarra Trams employees engaged directly by Yarra Trams in positions involved in administrative, supervisory, technical and professional work. Administration and Technical includes the following classifications:

- 1.1 Administration Officers - All grades with the exception of Administration Officers working in a Tram Depot and who are Operations staff.
- 1.2 Foreman/Foreman Artisans/Foremen Supervisors - All grades with the exception of Foreman Artisan Two employees attached to the R10 vehicle who are covered by Part Three and **Appendix Two**.
- 1.3 Professional Engineer
- 1.4 Technical Officer - All grades with the exception of employees attached to Tram Infrastructure who are covered by Part Four and **Appendix Two**.
- 1.5 Senior Officers - All grades

2. Appendices

- 2.1 Further terms and conditions of employment for employees covered by this Part (Part Four) of the Agreement can be found in Part One and Appendix Two, Four and Five as detailed in the following table.

Classification	Appendix
Administrative Officers ¹ Stores Officers Foreman Foreman Supervisor Foreman Artisan Technical Officers Technical Officer Senior Technical Officer Principal	Two
Senior Officers	Four
Professional Engineers	Five

¹ Excluding Depot Based Administrative Officers who work at a Tram Depot and are Operations staff.

3. Classification Structures

- 3.1 Stores Officer classifications are set out below, (Rates effective first full pay period to commence on or after 1 July 2019 are set out in Schedule A or Schedule B).

Classification	Grade
Assistant Stores Officer	
Stores Officer	Year 1
	Year 2
	Year 3
Stores Officer - Senior	

- 3.2 Administration Officers classifications are set out below (Rates effective first full pay period to commence on or after 1 July 2019 are set out in Schedule A or Schedule B).

Classification	Grade
Administrative Officer	Class 1 Div.1
	Class 1 Div.2
	Class 1 Div.3
	Class 1 Div.4
	Class 1 Div.5
	Class 1 Div.6
	Class 1 Div.7
	Class 2 Div.1
	Class 3 Div.1
	Class 3 Div.2
	Class 3 Div.3
	Class 4 Div.1
	Class 4 Div.2
	Class 4 Div.3
	Class 5 Div.1
	Class 5 Div.2
	Class 5 Div.3
	Class 6 Div.1
	Class 6 Div.2
	Class 6 Div.3
	Class 7 Div.1
	Class 7 Div.2 ¹
	Class 8 Div.1
	Class 8 Div.2
	Class 9 Div.1
	Class 9 Div.2
	Class 10 Div.1
	Class 10 Div.2
	Class 11 Div.1
	Class 11 Div.2
	Class 12 Div.1
	Class 12 Div.2

¹ Overtime maximum - maximum value for calculating over time

² Penalty limitation (Equivalent to Senior Officer Div. 12)

- 3.3 Foreman classifications are set out below (Rates effective first full pay period to commence on or after 1 July 2019 are set out in Schedule A or Schedule B).

Classification	Grade
Foreman	Grade 1 Year 1
	Grade 1 Year 2
	Grade 1 Year 3
	Grade 2 Year 1
	Grade 2 Year 2
	Grade 3 Year 1
	Grade 3 Year 2
	Grade 4 Year 1
	Grade 4 Year 2

- 3.4 Foreman Supervisor classifications are set out below (Rates effective first full pay period to commence on or after 1 July 2019 are set out in Schedule A or Schedule B).

Classification	Grade
Foreman Supervisor	Class 1 Div.1
	Class 1 Div.2
	Class 2 Div.1
	Class 2 Div.2
	Class 3 Div.1
	Class 3 Div.2
	Class 4 Div.1
	Class 4 Div.2
	Class 5 Div.1
	Class 5 Div.2
	Class 6 Div.1
	Class 6 Div.2
	Class 7 Div.1
	Class 7 Div.2
	Class 8 Div.1
	Class 8 Div.2

- 3.5 Foreman Artisan classifications are set out below (Rates effective first full pay period to commence on or after 1 July 2019 are set out in Schedule A or Schedule B) .

Classification	Grade
Foreman Artisan	Grade 1 Year 1
	Grade 1 Year 2
	Grade 2 Year 1
	Grade 2 Year 2
	Grade 3 Year 1
	Grade 3 Year 2
	Grade 4 Year 1
	Grade 4 Year 2
	Grade 5 Year 1
	Grade 5 Year 2
	Grade 5 Year 3

Foreman - Artisan Classes 4 and 5 are to be regarded as Senior Officers as covered in Appendix Four of this Agreement.

- 3.6 Technical Officer classifications are set out below (Rates effective first full pay period to commence on or after 1 July 2019 are set out in Schedule A or Schedule B).

Classification	Grade
Technical Officer	Class 1, Year 1
	Class 1, Year 2
	Class 1, Year 3
	Class 1, Year 4
	Class 1, Year 5
	Class 1, Year 6
	Class 1, Year 7
	Class 1, Year 8
	Class 2, Year 1

	Class 2, Year 2
	Class 2, Year 3
Technical Officer Senior	Class 1, Year 1
	Class 1, Year 2
	Class 1, Year 3
	Class 2, Year 1
	Class 2, Year 2
	Class 2, Year 3
	Class 3, Year 1
	Class 3, Year 2
Technical Officer Principal	Year 1
	Year 2

- 3.7 Senior Officer classifications are set out below (Rates effective first full pay period to commence on or after 1 July 2019 are set out in Schedule A or Schedule B).

Classification	Grade
Senior Officer	Div.1
	Div.2
	Div.3
	Div.4
	Div.5
	Div.6
	Div.7
	Div.8
	Div.9
	Div.10
	Div.11
	Div.12 ¹
	Div.13
	Div.14
	Div.15
	Div.16
	Div.17
	Div.18
	Div.19
	Div.20

¹ Penalty Limitation

Note: Broad-banding applies for the following Senior Officer Divisions:

1 to 3, 4 to 7, 8 to 12, 13 to 16 and 17 to 20.

- 3.8 Professional Engineer classifications are set out below (Rates effective first full pay period to commence on or after 1 July 2019 are set out in Schedule A or Schedule B).

Classification	Grade
Professional Engineer	Graduate Class 1 Year 1
	Graduate Class 1 Year 2
	Graduate Class 1 Year 3
	Graduate Class 1 Year 4
	Graduate Class 1 Year 5

	Graduate Class 1 Year 6
	Graduate Class 2 Year 1
	Graduate Class 2 Year 2
	Graduate Class 2 Year 3
	Graduate Class 2 Year 4
	Graduate Class 3 Year 1
	Graduate Class 3 Year 2
	Graduate Class 3 Year 3
	Graduate Class 3 Year 4
	Graduate Class 4 Year 1
	Graduate Class 4 Year 2
	Graduate Class 4 Year 3
	Graduate Class 5 Year 1
	Graduate Class 5 Year 2
	Graduate Class 5 Year 3

Note: Automatic annual progression is available to the top of Class 2 all other annual progressions are subject to satisfactory performance

3.9 Classification Progression

Advancement of any Professional Engineer in Class 2 and above from year to year shall be subject to certification by the head of the Department that they have been of good conduct, diligent and proficient in the performance of their duties.

4. Penalty Limitation

4.1 Unless otherwise specified, employees engaged in classifications covered in the above schedules whose weekly rate is greater than that for a Senior Officer Division 12 are salaried employees, where the salary paid is in full compensation for the work reasonably contemplated as may be required to meet the work and attendance requirements necessary to perform the whole job.

4.2 Employees whose annual base salary is greater than that specified above will not be provided with any additional payment or benefit, unless otherwise agreed by Yarra Trams, however specified for the following:

- (a) Overtime payments;
- (b) Weekend and Public Holiday penalties;
- (c) Alteration of work hours or work days;
- (d) Shift penalties;
- (e) Higher duties payments;
- (f) Extra or special payments; and
- (g) Other payments or benefits inconsistent with a salaried employees position.

5. Flexibility

5.1 An employer and employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:

- (a) the agreement deals with one or more of the following matters:

- (i) arrangements about when work is performed; overtime rates;
 - (ii) penalty rates;
 - (iii) allowances;
 - (iv) leave loading; and
 - (b) the arrangement meets the genuine needs of the employer and employee in relation to one or more of the matters mentioned in paragraph (a); and
 - (c) the arrangement is genuinely agreed to by the employer and employee.
- 5.2 The employer must ensure that the terms of the individual flexibility arrangement:
- (a) are about permitted matters under section 172 of the Fair Work Act 2009; and
 - (b) are not unlawful terms under section 194 of the Fair Work Act 2009; and
 - (c) result in the employee being better off overall than the employee would be if no arrangement was made
- 5.3 The employer must ensure that the individual flexibility arrangement:
- (a) is in writing; and
 - (b) includes the name of the employer and employee; and
 - (c) is signed by the employer and employee and if the employee is under 18
 - (d) years of age, signed by a parent or guardian of the employee; and
 - (e) includes details of:
 - (i) the terms of the enterprise agreement that will be varied by the arrangement; and
 - (ii) how the arrangement will vary the effect of the terms; and
 - (iii) how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
 - (f) states the day on which the arrangement commences.
- 5.4 The employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 5.5 The employer or employee may terminate the individual flexibility arrangement:
- (a) by giving no more than 28 days written notice to the other party to the arrangement; or
 - (b) if the employer and employee agree in writing - at any time.

6. Temporary Employees Transfers

- 6.1 Employees agree to move freely between work locations to meet excessive workloads and/or shortages of skills i.e. to meet workloads or to provide additional identified skills.
- 6.2 Employees transferred will be eligible for travelling time payments in accordance with the provisions of this Agreement.
- 6.3 Employees and their representatives will be consulted prior to the transfer effected to demonstrate the need for the transfer.
- 6.4 Where there is a choice as to which employees are to be transferred, selection will be based first on volunteers of a suitable skill level and then upon appropriate level of skill and least personal inconvenience to the employee.
- 6.5 The transfer will be for a period of no longer than 3 months unless otherwise agreed.
- 6.6 In the event of a dispute over this process the parties are committed to the process contained in the Dispute Settling Procedures as set out in this Agreement.

7. Fixed Term Employment

- 7.1 The use of fixed-term employment is limited to employment for a specified task or project, and may be defined according to the task or project to be completed or the anticipated timeframe for the task or project.
- 7.2 Fixed term employment will be limited to Administrative and Professional classifications.
- 7.3 A fixed-term contract can only be terminated before its nominal expiry by Yarra Trams under the following circumstances:
 - (a) During a probationary period
 - (b) For cause based on serious or wilful misconduct; or
 - (c) Unsatisfactory work performance
- 7.4 Fixed-term contracting is not to be used as an alternative to permanent employment, and not diminish permanent employment opportunities.
- 7.5 Unless otherwise agreed, a fixed-term contract would have a nominal maximum hire period of twelve months. With the exception of parental leave (primary carer) leave relief, which may extend up to two years.
- 7.6 Where a fixed-term contract is being used for leave relief coverage purposes, the relief employee will be paid at the appropriate classification and rate of pay. All other employment terms and conditions contained within this Agreement will apply, with the exception of Part One clause 17. Job Opportunities, Redeployment and Redundancy.
 - (a) Fixed Term employment contracts will not be used as a means to avoid engaging employees on a full time basis or to avoid the obligation of paying full time entitlements.
 - (b) Fixed Term contracts will be restricted to a specified term or the duration of a specified project.
 - (c) Fixed Term contracts will not be used to fill a permanent vacancy

- (d) Fixed Term contracts will only have application to employees covered under Part Four (Administrative & Professional) or Appendix Six (Annualised Salary Agreement)

Appendix One - Non-Traffic Employees

APPLICATION OF APPENDIX

This Appendix is based upon clauses of the Tramway and Omnibus Public Transport (Victoria) Award 1992.

This Appendix applies only to employees to whom it is expressed to apply in the "Appendices" clause of Part Three of this Agreement.

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1 Definitions

In this Appendix:

The term "traffic employees" includes all: Tram Drivers. Traffic Officer / Drivers, Depot Trainers, Senior Depot Trainers, Customer Service Employees, Tram Attendants, Authorised Officers, Customer Relations and Marketing Assistants.

2 Stand Down

Yarra Trams may deduct payment for any day or portion of any day during which the employee cannot be usefully employed because of any strike or through any breakdown in machinery or any stoppage of work by any cause for which Yarra

Trams cannot reasonably be held responsible. The onus of proof of inability to employ usefully and the reasonableness of the cause shall be on Yarra Trams.

3 Acting Out Of Grade

3.1 An employee shall perform all duties directed by Yarra Trams. When temporarily engaged on duties other than those of their grade and classification, an employee shall be paid the rate for such temporary work or their ordinary rate whichever may be the higher.

3.2 Should an employee be appointed to a personal classification in accordance with

3.3 the above criteria Yarra Trams shall not reduce the employee's personal classification back to the employee's former classification level for the reason that the higher position has been restructured or abolished.

3.4 Yarra Trams shall reclassify any employee to a personal classification at the level of the higher position in which an employee has acted in for any period or periods which amount to six months or greater than six months (in any continuous twelve month period) provided that the higher position does not have a permanent incumbent appointed to it and is a vacant position.

3.5 Should an employee be appointed to a personal classification in accordance with the above criteria Yarra Trams shall not reduce the employee's personal classification back to the employee's former classification level for the reason that the higher position has been restructured or abolished.

4 Excess Travelling Time

4.1 Each employee shall be allotted a depot at which their work shall normally begin and finish each day. Such allotment of depots may be altered by Yarra Trams at any time on giving one week's notice to an employee.

4.2 If an employee, other than a driver, is required to sign on or off other than at their usual depot, and such place of signing on or off is at a greater distance from their home than the usual depot, then payment shall be made at the ordinary rate for the excess time incurred in travelling over and above the usual travelling time.

5 Attending Office

5.1 An employee who is engaged on Yarra Trams' business other than ordinary duties (either in connection with medical examinations or an enquiry held by the Yarra Trams) shall be allowed full pay for any time necessarily absent from ordinary duty.

5.2 Where the employee attends a enquiry without having started the ordinary day's work and the distance travelled exceeds the distance from place of residence to the depot

or usual place of employment, travelling time at ordinary rates for the excess distance shall also be paid.

6 Minimum Payments

- 6.1 Employees, unless refusing or failing to work, shall be rostered for at least the standard hours of employment per week.
- 6.2 Where through approved absence from duty time short of the standard hours of employment per week is worked by any employee in any week, payment shall be reduced only by the amount of lost time.
- 6.3 A traffic employee who attends for duty in accordance with instructions but is not required shall receive a minimum of five hours pay at ordinary time unless at least 12 hours notice was given that they were not required for duty.
- 6.4 If a traffic employee actually commences duty they shall receive a minimum of seven hours pay at ordinary time.
- 6.5 A traffic employee rostered for a broken shift who attends for duty in accordance with instructions for either portion of the broken shift shall be paid a minimum of three and a half hours for either portion of the shift or the period for which rostered, whichever be the lesser, provided that they shall be entitled to a minimum payment of seven hours for the whole of the shift.
- 6.6 A non-traffic employee called for duty and actually attending for such duty shall receive a minimum of four hours pay at ordinary time unless at least two hours notice is given at their place of residence that they are not required to report for duty.

7 Shift Allowances

- 7.1 A traffic employee, other than an employee employed on broken shifts or a traffic employee continuously working all night shift shall be paid 15 percent more than ordinary rates for all time on duty between the hours of 5.00 p.m. and 9.00 a.m. (other than on Saturdays, Sundays and Public Holidays).
- 7.2 Provided that subject to the provisions and exceptions specified above any shift which commences on or after 12.30 p.m. and before midnight shall be paid 15% more than ordinary rates for the whole of the shift. Calculations shall be made to the nearest quarter of an hour.
- 7.3 A traffic employee continuously working all night shift shall be paid at time and a half rates for the time worked on all-night cars.
- 7.4 A track force employee working all night shift which commences not earlier than 10.30 p.m. or later than 12.30 a.m. and a track force employee working afternoon shift which commences not earlier than 12 noon or later than 5.00 p.m. shall be paid 25 percent more than ordinary rates.
- 7.5 A non-traffic employee other than a track force employee working all night shift which commences not earlier than 10.30 p.m. or not later than 12.30 a.m. and an employee other than a traffic or track force employee working afternoon shift which commences

not earlier than 12 noon or not later than 5.00 p.m. shall be paid 15 percent more than ordinary rates.

- 7.6 A non-traffic employee working a shift which commences prior to 7.00 a.m. shall be paid 15 percent more than ordinary rates for time worked between their start time and 7.00 a.m.

8 Saturday and Sunday Work

- 8.1 Time worked on Saturdays, except that finishing a shift which started before 6 p.m. on the preceding Friday, shall be paid at the rate of time and a half. This extra rate shall be in substitution for and not cumulative upon the shift allowances prescribed by elsewhere in this Appendix (Appendix One).
- 8.2 Time worked on Sundays except that finishing a shift which started before 6 p.m. on the preceding Saturday, shall be paid for at the rate of double time. Employees
- 8.3 shall, as required, work on Sundays. Each employee called for Sunday work shall receive a minimum of four hours pay at double time.
- 8.4 Whatever the circumstances, Yarra Trams shall not be required to pay more than double time in respect of any work performed "as part of a Sunday shift".

9 Overtime

- 9.1 Yarra Trams may require any employee to work reasonable overtime at overtime rates and such employee shall work overtime in accordance with this requirement.
- 9.2 All time worked by a traffic employee outside of the hours prescribed by clause 21 of this Appendix shall be paid for at the rate of time and a half for the first 3 hours and double time thereafter in addition to the normal weekly earnings. All time worked at double rates shall stand alone in the computation of overtime. This subclause also applies to a non-traffic employee except that the rate of overtime is time and a half for the first 4 hours.
- 9.3 Payment for overtime shall be calculated upon whatever alternative gives the greater amount and shall be paid only in respect of daily or weekly overtime and not both.
- 9.4 In the case of a traffic employee where traffic is suspended for any period exceeding 30 minutes by accident, fire or failure of electric supply or, except on holidays, by reason of instructions received from Governmental, Municipal or police authorities, time for purposes of overtime calculation shall not run during such suspension, regardless of provisions otherwise provided in this Appendix.
- 9.5 In computing overtime for non-traffic Monday to Friday workers, a public holiday not worked but paid for shall for this purpose be deemed to be a shift occurring within the ordinary five working days. Therefore work performed on a scheduled day off within that week shall be treated as being in addition to the normal 5 shifts or 40 hours.
- 9.6
- (a) An employee may elect, with the consent of Yarra Trams, to take time off in lieu of payment for overtime at a time or times agreed with Yarra Trams.

- (b) Overtime taken as time off during ordinary time hours shall be taken at the ordinary time rate, that is an hour for each hour worked.
- (c) Yarra Trams shall, if requested by an employee, provided payment, at the rate provided for the payment of overtime in this Appendix, for any overtime worked under paragraph (i) of this subclause where such time had not been taken within four weeks of accrual.

10 Meal Allowances

- 10.1 A traffic employee except an employee employed on charter work required to take a meal at a foreign depot, without notice, shall be paid a meal allowance
- 10.2 A non-traffic employee when required to work more than two hours overtime without notification on the previous day or earlier, shall be paid a meal allowance. Such payment need not be made to employees living in the same locality as their workshop who can reasonably return home for meals.

11 Annual Leave

- 11.1 The leave prescribed in Part One of this Agreement shall be exclusive of any of the holidays prescribed in the Public Holidays clause of Part One of this Agreement, provided that the holiday is observed on a day which would have been an ordinary working day for that employee if they had not been on annual leave.
- 11.2 By agreement between Yarra Trams and an employee, the leave prescribed in this clause may be taken in two separate periods. It may be taken at Yarra Trams convenience providing a minimum of fourteen days' notice is given to an employee of the date on which they are to commence leave.
- 11.3 Where, after one month's continuous service in any qualifying twelve monthly period, an employee lawfully leaves their employment or their employment is terminated by Yarra Trams, that employee shall receive their ordinary rate of wage for 16-2/3 hours in respect of each completed month of continuous service as a seven day shift worker, or, if not a seven day shift worker, at their ordinary rate of wage for 13-1/3 hours in respect of each completed month of continuous service.

In the event of an employee having worked before leaving employment as a seven day shift worker and otherwise in any completed month of continuous service they shall be paid in respect of such completed month of continuous service at their ordinary rate of wage for 16-2/3 hours if they worked for more than two weeks as a seven day shift worker in such month, or at their ordinary rate of wage for 13-1/3 hours if they worked for two weeks or less as a seven day shift worker in such month.

- 11.4 Payment for any annual leave entitlement due to an employee, shall be made
 - (a) In cases of retirement, resignation or dismissal; or
 - (b) In the case of death, as provided in the employee's will, or, if no will, to the employee's widowed spouse or if there is no spouse to their legal personal representative.

11.5

- (a) Notwithstanding anything stated above each employee, before going on leave, shall be paid either four or five weeks' wages - as is appropriate - with the exception of an employee taking leave pursuant to subclause 11.2 of this clause. For the purpose of this clause wages shall be at the rate prescribed for the classification in which the employee was ordinarily employed immediately prior to the commencement of the leave
- (b) During a period of annual leave an employee shall receive a loading of 17 1/2 percent calculated on the rate of wage prescribed in paragraph (a) this subclause. If a Shift Worker who would have worked on shift work and would have received the penalty payments prescribed by the Saturday and Sunday Work and the Shift Allowances prescribed by this Agreement had they not been on leave during the relevant period, is entitled to such penalties calculated on ordinary time in excess of the loading of 17 1/2 percent then the employee, in addition to the rate of wage prescribed by paragraph (a) of this subclause, shall receive these penalties or 17 1/2 percent, whichever is the greater.

The loading prescribed by this subclause shall not apply to proportionate leave on termination

11.6

- (a) notwithstanding the provision of this clause, an employee may elect, with the consent of Yarra Trams, to take annual leave in single day periods not exceeding five days in any calendar year at a time or times agreed between them.
- (b) An employee Yarra Trams may agree to defer payment of the annual leave loading in respect of single day absences, until at least five consecutive annual days are taken.

12 Attendance at Court as a Witness

- 12.1 An employee attending Court as part of his or her duty, whether directed by Yarra Trams or by subpoena, shall be paid in accordance with the relevant provisions of this Appendix, including travelling time and travelling and incidental expenses as appropriate. Costs allowed by the Court are to be claimed by the employee and remitted to Yarra Trams.
- 12.2 Where an employee on annual leave is required to attend Court as part of duty, whether directed by Yarra Trams or by subpoena, the employee shall be granted additional leave equal to the number of day(s) required to attend Court.
- 12.3 An employee subpoenaed to attend Court as a Crown witness, but not as part of duty, shall be paid only the difference in amounts between the time necessarily lost from the normal hours of duty and the Court fees payable for attendance at that time.
- 12.4 Where practicable the employee should also attend work on the day.

- 12.5 For the purposes of this clause, Court shall include the Transport Accident Commission, the Victorian Civil and Administrative Tribunal, the Victorian Human Rights and Equal Opportunity Commission or any other similar body.

13 Blood Donors

- 13.1 An employee shall be granted leave with pay for time necessarily lost from duty at a time mutually agreed between Yarra Trams and the employee to give blood at a Blood Bank, subject to a maximum of four hours on each occasion.
- 13.2 Reasonable notice in advance is to be given to Yarra Trams.
- 13.3 A certificate of attendance is to be provided by the employee.

14 Citizenship Ceremony

- 14.1 An employee required to attend a ceremony for the purpose of receiving their Australian Citizenship Certificate shall be granted leave of absence with pay at single rate for the time necessarily absent from duty to attend such ceremony.
- 14.2 Reasonable notice in advance is to be given to Yarra Trams.
- 14.3 A Citizenship Certificate is to be sighted by Yarra Trams as certification of attendance.

15 Reserve Forces Leave

- 15.1 An employee who is a voluntary member of the Reserve Forces and who is required to attend an annual training camp shall be granted each financial year (1 July - 30 June) leave with pay for up to two weeks for ordinary time lost from duty.
- 15.2 Where the duration of the camp exceeds 14 calendar days, additional leave of up to four days may be granted where the Unit's Commanding Officer certifies that the additional days are required for purposes such as advance and/or rear parties.
- 15.3 In addition to any leave granted under 15.1 or 15.2, an employee shall be granted leave to enable attendance at not more than two schools, classes or courses of instruction conducted by or on behalf of the Reserve Forces in any year. In connection with any such leave an employee may be paid only the amount (if any) by which the pay (exclusive of any overtime, penalty rates, higher duties or other allowance or payment of a temporary character) that would have been received had the employee remained on duty exceeds the pay (including marriage and separation allowances) received by reason of attendance at any such school class or course. Such make up of pay shall not exceed a period of two weeks for each school, class or course.
- 15.4 An employee may elect to be granted any annual leave or long service leave due in lieu of any equivalent period of leave under 15.3.
- 15.5 Where an employee attends an annual training camp over the whole or part of a compulsory work area closure and would normally be booked off on annual leave, their annual leave is not to be debited for the period over the closure they are in camp.

- 15.6 An employee applying for leave under this clause shall do so in writing at least four weeks prior to the required date of commencement of this leave. Upon completion of the period of leave the employee shall furnish satisfactory evidence of attendance.
- 15.7 An employee who, while serving with the Reserve Forces, sustains injury or contracts illness necessitating absence from duty beyond the period of leave granted under this clause may be granted leave on the following terms:
- (a) If compensation is not paid by the appropriate Commonwealth Department in respect of such absence the leave may be granted as sick leave:
 - (b) If compensation is paid and is equal to or exceeds the amount of pay which would have been received had sick leave been granted the leave shall be granted without pay;
 - (c) If compensation is paid and is less than the amount of pay which would have been received had sick leave been granted, the employee may be paid an amount equal to the difference, and sick leave credits reduced appropriate to the amount of difference.
- 15.8 Leave granted pursuant to this clause will be subject to mutual agreement between Yarra Trams and the employee concerned regarding the timing and period of such absence.

16 Contract of Employment

16.1 Weekly employment

Employment shall be by the week.

16.2 Probation

- (a) Unless Yarra Trams in a particular case otherwise directs, the
- (b) appointment of an employee shall be on probation for a period of six months.
- (c) Yarra Trams may, at any time during the period of six months, terminate the appointment. No appointment will be terminated unless the employee has been counselled on at least two occasions as to unsatisfactory work performance.
- (d) Immediately after the expiration of the period of six months, Yarra Trams shall in writing:
 - (i) confirm the appointment; or
 - (ii) terminate the appointment.
- (e) Where the appointment of a probationer is to be terminated, Yarra Trams shall notify the probationer in writing of the reasons for the termination of the probation.

16.3 Absence from duty

An employee not attending for duty shall not, except as otherwise provided for by this Appendix (Appendix One), be entitled to be paid for the actual time of such non-attendance.

17 Hours of Duty

17.1 Thirty-eight hours divided into not more than five shifts shall constitute the weekly hours of duty to be paid at ordinary time. Daily ordinary hours of duty shall not exceed 8 hours 15 minutes on any day excluding Sundays and all days which are paid at double rate.

17.2 An employee shall work such shifts as may be allotted to him/her. As far as practicable traffic employees shall work morning and afternoon shifts on alternate weeks, and shall equally share the broken shifts.

17.3 Except when changing shift or to meet emergencies, special traffic, or on the day following a holiday, no traffic employee shall be called upon to begin a new shift without having been off duty for 10 consecutive hours.

18 Times On Duty

18.1 All waiting time and stand-by directed by Yarra Trams shall for all purposes be counted as time worked.

18.2 Times of duty shall run from signing on to signing off.

18.3 A traffic employee shall be allowed reasonable time to perform such duties as are

18.4 necessary before and after leaving their car.

19 Final Payment of Wages

Where an employee ceases employment, wages shall be paid on the day such employment ceases or not later than the following day

20 Meal Breaks

20.1 Except in cases of emergency or by the consent of the employee concerned, no employee shall be required to work more than 4-3/4 hours without meal relief. Yarra Trams shall be free to make arrangements with individual employees, with groups of employees or with their representatives, as to the time and place of taking meals. In the absence of any such arrangement, meal relief, as far as practicable, shall be given at the rostered time within five minutes walk, tram or bus ride of depots or meal relief rooms provided by Yarra Trams.

20.2 Where, through unforeseen circumstances, it is necessary for an employee to work during a meal break, they shall be given meal relief at the earliest possible moment and if no relief is afforded within seven hours, shall be paid time and a half for the meal break worked.

20.3 No meal relief need be provided to employees on all night shifts and the whole shift shall be paid for as time worked.

- 20.4 Traffic employees shall be allowed a minimum of 40 minutes meal relief.
- 20.5 Meal relief shall be given where practicable in the order in which traffic employees have taken up duty on morning shifts and in the order in which they finish duty on afternoon shifts.
- 20.6 In the case of a traffic employee where the walking, tram or bus ride distance from the place of meal relief to the employee's depot or meal relief rooms provided by Yarra Trams exceeds 366 metres, the employee's meal break shall, if they so desire, be extended 10 minutes or, at the employee's option, they may be paid for the actual time in walking to and from the relieving point.
- 20.7 For traffic employees all time for meal breaks in excess of one hour and up to two hours is to be treated as time worked.

21 Extra and Special Payments

When time worked is subject to more than one extra rate of payment Yarra Trams shall not be obliged to pay more than at the rate of double time.

22 Promotion

Promotion from one classification level to another shall be by merit.

23 Occupational Health and Safety Representatives Training Leave

- 23.1 An employee elected as an Occupational Health and Safety Representative may be
- 23.2 granted five days leave to undergo introductory training.
- 23.3 The training should be undertaken as soon as practicable after appointment having regard to the availability of course places and work requirements.
- 23.4 The granting of leave applies only to the first period of election.
- 23.5 Further training in health and safety, in such matters as specific hazard courses, safe working practices or to provide necessary emergency services should be undertaken as appropriate and at management discretion as to timing.
- 23.6 Payment is not to be made for travelling time in addition to the leave granted.
- 23.7 Leave to attend courses is not to be debited against leave which may be granted under Part One clause 55 - Trade Union Training.
- 23.8 Payment is to be as for a normal rostered shift and to include shift allowances site disability allowances or any all purpose allowance regularly paid but not for rostered overtime that would otherwise have been worked.
- 23.9 Payment is not to be made for incidental allowances such as dirt, heat, fumes allowances, etc., as may be paid intermittently.
- 23.10 Where an employee works shifts, attendance should be scheduled where practical to maintain the shift pattern and not exceed the normal number of shifts.

Appendix Two – Supervisory & Technical

APPLICATION OF APPENDIX

This Appendix is based upon clauses of the Municipal Offers (Metropolitan Transit Authority) Award 1984.

This Appendix applies only to employees to whom it is expressed to apply in the “Appendices” clause of the respective Parts of this Agreement.

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1 HOURS OF DUTY

(a)

- (i) Except as provided in paragraph (ii) hereunder of this subclause the ordinary hours of duty for non-shift employees shall be 38 per week

to be worked in five days Monday to Friday and at such times as Yarra Trams may from time to time determine.

- (ii) The ordinary hours of duty for officers having employees under their immediate supervision or providing services to such employees shall be the same as the ordinary hours applying to the majority of these employees.
- (b) Except to meet unexpected emergencies no officer shall be rostered to commence duty without having had at least ten hours off duty.
- (c) No rostered shift shall provide for a meal relief of less than three-quarters of an hour provided that by agreement between Yarra Trams and the officer concerned such meal break may be reduced to half an hour.
- (d) No officer shall be rostered to perform duty for a period of more than four and three quarter hours without a meal relief except in cases of emergency or under conditions of special traffic or where crib time is allowed and included in the weekly hours.
- (e) Where, through unforeseen circumstances, it is necessary for an officer to work during a rostered meal period the employee shall be given meal relief at the earliest possible moment and, if no such relief is afforded within seven hours, they shall be paid time and one half for the meal period worked.
- (f) All time for meal periods in excess of one hour and up to two hours shall be treated as time worked.
- (g) As far as practicable no roster shall provide for more than 50 per cent of night shift work.

2 OVERTIME

- (a) All time worked with Yarra Trams of the officer-in-charge in excess of 8 hours 15 minutes in any one day, or in excess of the weekly hours prescribed in clause 3 shall be paid for at the rate of time and one half for the first three hours and double time thereafter

Provided, however, that all overtime worked by continuous shift workers (whose shifts form part of a 24-hour shift cycle) shall be paid for at the rate of double time.
- (b) The provisions of subclause (a) shall not operate in respect of time worked which is paid for under clauses 7, 10 and 11 at either equivalent or greater rates than provided in this clause.
- (c) Where it is necessary to establish an hourly rate for the purpose of calculating overtime payments the divisor shall be 38, whether the officer's ordinary hours of duty be 38 or 40 per week
- (d) Notwithstanding anything herein before provided officers, other than power control officers class PCOI-3, whose salaries exceed the amount prescribed

for class 9, 2nd year - Administration Officers, shall not be entitled to the provisions of this clause.

- (e) Overtime shall be paid for at the rate not greater than that calculated on the salary prescribed for class 7, 2nd year - Administration Officers. This provision shall not apply to power control officers class PC01-3 on regularly rostered shift work.
- (f)
 - (i) An officer may elect, with the consent of Yarra Trams, to take time off in lieu of payment for overtime at a time or times agreed with Yarra Trams.
 - (ii) Overtime taken as time off during ordinary time hours shall be taken at the ordinary time rate, that is an hour for each hour worked.
 - (iii) Yarra Trams shall, if requested by an officer, provide payment, at the rate provided for the payment of overtime in this Appendix , for any overtime worked under paragraph (i) of this subclause where such time has not been taken within four weeks of accrual.

3 CALL BACK

- (a) An officer recalled to work overtime after leaving Yarra Trams premises (whether notified before or after leaving the premises) and who returns home on completion of such overtime work shall be paid at the appropriate overtime rate in respect of each such occasion:
 - (i) for a minimum period of three hours if the overtime commences on a weekday, Saturday or public holiday; or
 - (ii) for a minimum period of four hours if the overtime commences on a Sunday; or
 - (iii) for a minimum period of one hour where the officer is entitled to receive an allowance for availability duty. Availability duty means that the officer will be available outside normal working hours for recall to work at specified periods and is in receipt of an appropriate availability allowance.

Provided that officers supervising metal trades employees shall be paid at the appropriate overtime rate for a minimum period of four hours in respect of each call back.

- (b) In any case where subclause (a) hereof applies:
 - (i) the officer called back to work overtime shall not be required to work for the full period for which they are entitled to be paid if the work they are required to perform is completed in a shorter period; and
 - (ii) time reasonably spent in getting to and from work shall be regarded as time worked for the purposes of this clause.

- (c) The limitations prescribed by subclauses 2(d) and (e) of this Appendix shall apply to clause 3 hereof.

4 MAKE-UP TIME

An officer may elect, with the consent of Yarra Trams, to work make up time where the officer takes time off ordinary hours and works those hours at a later time.

5 REQUIREMENT TO WORK REASONABLE OVERTIME

- (a) Yarra Trams may require any employee to work reasonable overtime at overtime rates and such employee shall work overtime in accordance with such requirements.
- (b) An employee shall not in any way whether directly or indirectly be a party to or concerned in any ban, limitation or restriction upon the working of overtime in accordance with the requirements of this clause.

6 BROKEN SHIFTS

All duty performed on broken shifts outside a spread of 9-1/2 consecutive hours in any one day shall be paid for at the following rates:

Between 9-1/2 and 10-1/2 hours	- time and one half
After 10-1/2 hours	- double time.

Provided that this clause shall not operate in respect of work which is paid for at a penalty rate under any other clause of this Appendix.

7 DAYS OFF (SHIFT WORKERS)

- (a) All officers shall be rostered off duty for two clear days in each week.
- (b) Any officer required to work on a rostered day off shall do so unless prevented by ill health.
- (c) Wherever practicable at least two days' notice of cancellation of a rostered
- (d) day off shall be given and if possible another day off provided in lieu thereof in the same weekly period. If such notice is not given but a day off in lieu of a cancelled rostered day off is provided in the same weekly period, payment shall be made for any time worked on such cancelled day off if other than a Sunday or public holiday at one quarter rate more than the appropriate rate for that day. Where a day off in lieu of a cancelled rostered day is actually worked or is represented by work, annual leave and/or approved sick leave time worked on such cancelled day off shall stand alone and be paid for at the rate of time and one half for the first three
- (e) hours and double time thereafter if a week day or at double time if a Saturday or Sunday or at double time and a half if a public holiday.
- (f) Notwithstanding anything contained in subclauses (a), (b) and (c) hereof, any officer who reports for duty on their cancelled day off in accordance with instructions and subsequently finds that they are not required shall receive a

minimum of seven hours pay plus the appropriate penalty on time worked for that day.

8 ATTENDANCE AT HEAD OFFICE

An officer, who in their own time is called upon by Yarra Trams to attend Head Office or any other place for the purpose of attending to matters which concern Yarra Trams, other than those arising from the employees own neglect or misconduct, shall be paid at the appropriate penalty rate for all time, including travelling time, by which their weekly hours are thereby exceeded.

9 RELIEVING IN A HIGHER POSITION

- (a) Where an officer is assigned the duties of a position higher than that in which they are classified, and Yarra Trams has consented to such duties being so assigned for a period of at least five consecutive working days such officer shall be paid an allowance to increase their remuneration to the minimum rate of salary of the higher position, from the date of assignment.
- (b) An officer who has performed the duties of a higher position in accordance with subclause (a) and who is required again to perform the duties of the same higher position within the twelve months following completion of the first continuous period of five working days or more, shall be paid the higher duties allowance for any occasion on which they carry out the duties of the higher position for at least one working day.
- (c) While an officer continues to occupy a higher position, they shall be entitled to such increases in the allowance payable as are equivalent to the annual increments appropriate to such position.
- (d) Where the salary range of the position held by the acting officer and the position temporarily occupied overlap, such officer shall be paid an allowance to increase their remuneration to such amount as determined by Yarra Trams as they would have received had they been permanently promoted to the higher position.
- (e) Officers employed on shift work or who work 40 ordinary hours per week shall be entitled to higher duties allowance in accordance with the foregoing provisions if required to act in a position of higher classification, class or grade for a minimum period of one day or shift.
- (f) An officer who is required to carry out part only of the duties of a higher position or who is unable to carry out all such duties because of lack of qualifications, shall be paid such proportion of the higher duties allowance otherwise payable under this clause as is determined by Yarra Trams. Provided that Yarra Trams shall notify the Association on request of any details relating to payments made under this subclause.
- (g) The provisions of this clause shall not apply to officers regularly engaged on relief duties.
- (h) Yarra Trams shall reclassify any officer to a personal classification at the level of the higher position in which an officer has acted in for any period or periods

which amount to six months or greater than six months (in any continuous twelve month period) provided that the higher position does not have a permanent incumbent appointed to it and is a vacant position.

Should an officer be appointed to a personal classification in accordance with the above criteria Yarra Trams shall not reduce the officer's personal classification back to the officers former classification level for the reason that the higher position has been restructured or abolished.

10 SATURDAY WORK

All time worked on Saturdays other than that completing a shift which commences before 8.00 p.m. on the preceding Friday, shall be paid for at an additional half rate.

11 SUNDAY WORK

- (a) Except as provided in subclause (b) hereof an additional full rate shall be paid for all Sunday work performed except that completing a shift which commences before 8.00 p.m. on the preceding Saturday.
- (b) Should an officer whose ordinary hours of duty are from Monday to Friday or Monday to Saturday be required to work on Sunday in addition, such Sunday time shall stand alone and shall be paid for at the rate of double time on the basis of the actual hours worked thereon.
- (c) Provided that where an officer is required to work on a Sunday in accordance with subclause (b) hereof, they shall be paid for a minimum of four hours work at the rate of double time. This is not to apply however, to any officer entitled to receive an allowance for availability in which case they will be paid for a minimum of one hour's work in accordance with clause 3 of this Appendix.

12 SHIFT ALLOWANCES AND PENALTIES

- (a) In this clause the expression:

"all night shift" means any shift which commences at or after 11.00 p.m.
- (b) In addition to the ordinary rate, a shift worker shall be paid the following shift allowances:
 - (i) for all approved time on duty after 5.00 p.m. and before 7.00 a.m., fifteen per cent of the ordinary rate;
 - (ii) for any shift which commences at or after 12.30 p.m. and before 10.00 p.m., fifteen per cent of the ordinary rate;
 - (iii) for any "all night shift", 25 per cent of the ordinary rate.

Calculations shall be made to the nearest quarter of an hour. Provided that broken shifts provided for in clause 6 are excluded from the provisions of this clause and provided further that this subclause shall not operate in respect of work which is paid for at a penalty rate under any other clause of this Appendix.

- (iv) for any shift on a Saturday including shifts commenced on or after 8.00 p.m. the preceding Friday, 50 per cent of the ordinary rate;
- (v) for any shift on a Sunday including shifts commencing on or after 8.00 p.m. the preceding Saturday, 100 per cent of the ordinary rate;
- (vi) any Monday shift (other than a public holiday) commencing on or after 8.00 p.m. the preceding Sunday shall be at ordinary rates plus the appropriate shift allowance.

13 EXCESS TRAVELLING TIME

- (a) An officer, excluding those officers engaged on relief duties and day-off relief officers who, on any day or from day to day is temporarily required to work at a location away from their usual workplace shall, at the direction of Yarra Trams, present for work at that location at the usual starting time. For all time spent in reaching and returning from such location outside normal working hours they shall be paid:
 - (i) on a normal day at the rate of time and one half of the normal rate of pay;
 - (ii) on a cancelled day-off at the rate of double time
- (b) An officer unattached to a depot engaged on relief duties, and day-off relief officers when working away from their home depot, in Traffic Operations, shall be paid a daily allowance equivalent to 0.5% of the weekly rate of an Administrative Officer, Class 1/1 in lieu of excess travelling time. This allowance shall apply only when actually performing relief duties.
- (c) When an officer is either transported or drives a Yarra Trams vehicle, travelling time shall be calculated on the actual time taken.

14 ANNUAL LEAVE

- (a) Notwithstanding anything hereinbefore provided, storemen shall be granted only such annual leave and public holidays as are granted to the daily paid employees working the department or section served by the store in which the storemen are employed.
- (b) Any officer leaving the service of Yarra Trams, shall be paid for all accrued leave due plus leave calculated proportionately to the period of service completed in a current uncompleted holiday year.
- (c)
 - (i) An employee shall be entitled in respect of annual leave which falls due, in addition to any other sum payable for such leave except payments referred to in subparagraph (A) hereunder to payment of the greater of the following (ii) or (A):
 - (ii) A sum equal to 17-1/2 percent of the ordinary salary of the employee as at the date when leave is taken to a maximum payment of the

equivalent of the Statistician's average weekly earnings Public and Private sectors, full time adult ordinary time earnings for the November of the year preceding the year in which the leave fell due, i.e. for leave falling due anytime during 2015, the November 2014 figure will apply

- November 2014 figure - \$1,477.00

(A) Any additional payments to which they are entitled for shift, Saturday or Sunday duty not in excess of prescribed weekly hours which they would have performed had they not been on approved recreation leave, overtime is specifically excluded.

(iii) An employee whose services terminate for any reason and who is entitled to payment in lieu of accumulated annual leave or in lieu of annual leave on a pro rata basis shall be paid in accordance with subparagraph (c)(i)(ii) hereof:

(A) in respect of annual leave credit for which the amount prescribed by subparagraph (c)(i)(1) has not been paid; and

(B) in respect of annual leave calculated on a pro rata basis, for the number of completed calendar months of continuous service between the date of the last due date and the date on which service terminates.

15 UNIFORMS

Uniforms shall be provided free to all officers required to wear one.

16 EXCHANGE OF DUTY

Provided that no additional cost to Yarra Trams is involved and, subject to the approval of the officer-in-charge, officers shall have the right to exchange shifts and days off by mutual agreement.

17 MEAL ALLOWANCE

A meal allowance shall be paid for each occasion on which at least two hours work is performed after usual finishing time (refer **Schedule C**).

18 LIMITATIONS OF PENALTY PAYMENTS

(a) Notwithstanding anything herein before provided officers, other than power control officers class PCOI-3, whose salaries are fixed at more than the amount prescribed for administration officers class 7/2 - - shall not be entitled to the penalty payment provisions of clauses 1 (Hours of Duty), 6 (Broken Shifts), 7 (Days Off - Shift Workers), 10 (Saturday Work), 11 (Sunday Work) and 12 (Shift Allowances and Penalties) of this Appendix.

(b) Where work performed is subject to more than one penalty rate under the provisions of this Appendix, the higher or highest rate only shall apply.

19 PROMOTION

- (a) Promotion and the selection of an officer to act in a higher position shall be governed by suitability, record and experience.
- (b) Refusal to accept any promotion shall not prejudice an officer's claim for subsequent promotion.
- (c) In the filling of a vacancy in a higher grade all officers who are eligible for promotion to such grade shall be considered for such vacancy.
- (d) All appointments of officers governed by this Appendix shall be made from officers within the service except in cases where in the opinion of Yarra Trams, there is no officer suitable for the position to be filled.
- (e) Provided that they possess the required qualifications Depot Starters shall be eligible for promotion to the position of Inspector.

20 SUSPENSION OR DISMISSAL

An officer who has been suspended from duty or dismissed from the service of Yarra Trams shall (if within 48 hours of such suspension or dismissal request in writing to the Chief Executive Officer of Yarra Trams) be entitled to an inquiry before an officer or officers appointed by Yarra Trams provided that no enquiry may be held under this clause in relation to whether a dismissal was harsh, unjust or unreasonable. The officer shall be entitled to be represented at such inquiry by a representative.

21 CLASSIFICATION OF OFFICERS

- (a) The classification of all officers shall be at the discretion of Yarra Trams.
- (b) Yarra Trams' classification of officers as varied from time to time by Yarra Trams shall be applied in conformity with this Appendix.
- (c) Any classification adopted by Yarra Trams is to be applicable to the particular officer occupying the position at the time of such classification and nothing herein contained shall prevent or limit the right of Yarra Trams to reclassify the position concerned in the event of its being vacated by such officer.
- (d) An officer who, by reason of their class and length of service is entitled to an increment or increments to the date of this Appendix, shall receive such increment or increments immediately upon completion of each further year of service in the class allotted until the maximum rate for their class is attained.
- (e) Future promotion of such officer to a higher class shall be accompanied by an advance in salary to that provided for such higher class next in excess of the employees then existing rate and thereafter upon completion of each subsequent year of service in the class shall be further advanced by the annual increments provided, if any, until the maximum salary for the class is attained.
- (f) Notwithstanding anything hereinbefore contained any increment to which an officer is otherwise entitled may be withheld if in the opinion of Yarra Trams

the employees work or conduct is unsatisfactory and notice of Yarra Trams intention is conveyed in writing to the employee.

- (g) No salary shall be reduced by reason only of this Appendix.

22 RPEng Accreditation

Where RPEng (Registered Professional Engineers) Accreditation is accepted by the employer as being directly relevant to the employee's role and responsibilities, or where required by legislation, Yarra Trams shall meet the costs involved in obtaining and maintaining accreditation and professional registration either through direct payment to the accreditation/registration provider or by reimbursement to the employee upon proof of expenditure.

23 DEFINITIONS

Notwithstanding anything elsewhere contained in this Appendix, the following shall apply to Professional Engineers as hereinafter defined:

"Professional Engineering Duties" shall mean duties carried out by a person in any particular employment the adequate discharge of any portion of which duties requires qualifications of the employee as (or at least equal to those of) a Graduate member of The Institute of Engineers. Australia.

"Professional Engineer" shall mean an adult male or female person qualified to carry out professional engineering duties as above defined. The term "Professional Engineer" shall embrace and include "Qualified Engineer" and "Experienced Engineer" as hereinafter defined.

"Qualified Engineer" shall mean a professional engineer other than an "Experienced Engineer" as hereinafter defined, that is it shall mean a person who is or is qualified to become a Graduate member of The Institution of Engineers, Australia.

"Graduate" shall mean a "Qualified Engineer" who is the holder of a University degree (four or five years course) recognised by The Institution of Engineers, Australia, or is the holder of a degree, diploma or other testamur which:

- (a) has been issued by a Technical University, an Institute of Technology, a European Technical High School (Technische Hochschule) or Polytechnic, or other similar educational establishment;
- (b) and is recognised by the Institution as attaining a standard similar to a University degree;
- (c) and has been issued following:
 - (i) a course of not less than four years' duration for a full-time course after a standard of secondary education not less than the standard of examination for matriculation to an Australian University; or
 - (ii) a part-time course of sufficient duration to attain a similar standard as a four-years' full-time course, after a similar standard of secondary education.

"Experienced Engineer" shall mean a Professional Engineer with the undermentioned qualifications in any particular employment the adequate discharge of any portion of

the duties of which employment requires qualifications of the employee as (or at least equal to those of) a member of The Institution of Engineers, Australia.

The aforesaid qualifications are as follows:

(d)

- (i) that they are a member of the said Institution; or
- (ii) that they, having graduated in a four or a five-year course at a university recognised by the said Institution, has had four years' experience on professional engineering duties since becoming a Qualified Engineer; or
- (iii) that they, not having so graduated, has had five years of such experience.

Appendix Three - Metal Trades Grades

APPLICATION OF APPENDIX

This Appendix is based upon clauses of the Metal Trades Grades (Tramways Victoria) Award 2002.

This Appendix applies only to employees to whom it is expressed to apply in the "Appendices" clause of the respective Parts of this Agreement.

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1 DEFINITIONS

1.1 **Act** means the *Fair Work Act 2009*.

1.2 **Commission** means the Fair Work Commission.

1.3 **Sunday** means all time between midnight Saturday and midnight Sunday.

1.4 **Union** means:

**Automotive Food Metals Engineering Printing and Kindred Industries Union; and
the Communications, Electrical, Electronic, Energy, Information, Postal,
Plumbing and Allied Services Union of Australia.**

2 PAYMENT OF WAGES

Wages will be paid either weekly or fortnightly, at the discretion of Yarra Trams. Employees will be paid by Electric Funds Transfer or, where such facilities are not available, by cheque.

3 ALLOWANCES

3.1 Where more than one of the following disabilities entitling an employee to extra rates exists on the same job Yarra Trams shall be bound to pay only one rate, namely, the highest for the disabilities so prevailing.

3.2 The special rates herein prescribed shall be paid irrespective of the times at which the work is performed, and shall not be subject to any premium or penalty additions.

4 MOTOR ALLOWANCE

Employees who by agreement with Yarra Trams use their own motor vehicle on Yarra Trams business will be paid a cents per kilometre allowance for distance travelled. Refer **Schedule C** for the applicable rate.

5 FIRST AID ALLOWANCE

An employee that is required by Yarra Trams to be a designated first aider and who holds a current "Apply First Aid" or equivalent First Aid certificate will be paid a weekly First Aid Allowance.

6 DAMAGE TO CLOTHING, SPECTACLES. HEARING AIDS AND TOOLS

6.1 Employees shall be reimbursed the cost of replacing clothing, spectacles, hearing aids or tools where in the course of their work they are damaged or destroyed by fire or molten metal or through the use of corrosive substances.

6.2 Yarra Trams' liability in respect of tools shall be limited to such tools of trade as are ordinarily required for the performance of the employee's duties. Provided further, that this paragraph shall not apply when an employee is entitled to workers' compensation in respect of the damage.

7 CASE HARDENED PRESCRIPTION LENSES

Employees required by an employer to have their prescription lenses case hardened will be reimbursed the cost of such case hardening.

8 MIXED FUNCTIONS

8.1 Employees engaged for more than two hours during one day or shift on duties carrying a higher rate than their ordinary classification shall be paid the higher rate for such day or shift. If for two hours or less during one day or shift they shall be paid the higher rate for the time so worked.

8.2 Provided that this clause shall not apply to an employee performing the duties of an employee of a higher classification who is absent on a rostered day off.

9 TRAVELLING AND BOARD

9.1 Excess travelling and fares

Employees who on any day or from day to day are required to work at a job away from their accustomed workshop or depot shall at the direction of Yarra Trams, present themselves for work at such job at the usual starting time; except for all time reasonably spent in reaching and returning from such job (in excess of the time normally spent in travelling from their home to such workshop or depot and returning) shall be paid travelling time.

9.2 Payment for travelling

The rate of pay for travelling time shall be ordinary rates except on Sundays and public holidays when it shall be time and a half.

10 EXTRA RATES NOT CUMULATIVE

Extra rates in this Appendix except the rates prescribed for Public Holidays in Part One of this Agreement are not cumulative so as to exceed the maximum of double the ordinary rates.

11 EMERGENCY PROVISIONS

11.1 Notwithstanding anything elsewhere contained in this Appendix the following provisions shall apply in the State of Victoria in the case of an employer who is subjected to restrictions or rationing in the use of electric energy and/or gas and/or the emergency disconnection thereof in accordance with orders or regulations approved by the appropriate lawful authority.

11.2 If by reason of such restriction or rationing or emergency disconnection Yarra Trams is unable usefully to employ an employee for the whole or part of any day or shift, it may deduct, from the wages of that employee, payment for any part of the day or shift such employee cannot be usefully employed; provided that:

- (a) If an employer requires the employee to attend for work but is not able to employ him or her usefully the employee shall be entitled to be paid for two hours work;
- (b) Where an employee commences work he or she shall be entitled to be paid for four hours work;
- (c) This clause shall not apply to apprentices.

11.3 Yarra Trams may require any day worker to perform his or her ordinary hours of work (or any such ordinary hours of work) at any time on any day other than on a Sunday on the basis of 38 hours per week. The following rates of pay shall apply for such work:

- (a) for work performed on Monday to Friday from 7.00 a.m. to 5.30 p.m. and on Saturday from 7.00 a.m. to noon - ordinary time;
- (b) for work performed between noon and midnight on Saturdays - ordinary rates plus 25%;

- (c) for work performed at all other times other than on a Sunday - ordinary rates plus 10%.

Provided that when shift workers are required to commence work between the hours of 9.30 p.m. and 6.00 a.m. the amount they shall receive shall not be less than an amount of 50 cents more than the amount they would receive if paid at ordinary rates.

- 11.4 Yarra Trams may require any shift worker to perform his or her hours of work at any time other than on a Sunday on the basis of 38 hours week. The following rates of pay shall apply for such work:

- (a) for day work or day shift - ordinary time.
- (b) for work performed between noon and midnight on Saturdays - ordinary rates plus 25%;
- (c) for afternoon and night shift - ordinary rates plus 10%.
- (d) Provided that where shift workers are required to commence work between the hours of 9.30 p.m. and 6.00 a.m. the amount they shall receive shall not be less than an amount of 50 cents more than the amount they would receive if paid at ordinary rates.
- (e) nothing contained in this clause shall operate so as to reduce the shift premiums payable to employees who were shift workers working on afternoon and night shifts only at the date of such interference as aforesaid and who continue to work on such shifts.

- 11.5 Yarra Trams may alter the time at which meal breaks are usually taken and/or the duration of them, in order to avoid or mitigate the effects of such interference without being liable to pay penalty rates for work done during the normal meal breaks; provided that the commencing time of any meal break is not made more than one hour earlier or later than usual and that a meal break of at least twenty minutes is allowed; and provided also that Yarra Trams shall, whenever it is practicable, consult with the union or other employee representative before acting under this paragraph.

- 11.6 Notwithstanding anything elsewhere contained in this Appendix (Appendix Three) the provision of this section shall also apply in the case of an employer who uses auxiliary power plant for the purpose of providing employment for their employees whilst such restrictions or rationing or emergency disconnection is in force and who:

- (a) is unable usefully to employ an employee for the whole of any day or shift by reason of a breakdown in such plant through no fault of their own; or
- (b) because of the inability of the auxiliary power plant to meet the normal demands for power:
 - (i) finds it necessary to require any employee to perform his or her ordinary hours of work (or any of such ordinary hours of work) outside the hours normally worked by such employee; or
 - (ii) finds it necessary to alter the time at which meal breaks are usually taken and/or the duration of them.

12 HOURS OF WORK

- 12.1 The Ordinary Hours of work are between 6:00 am and 6:00 pm Monday to Friday.
- 12.2 The ordinary hours of work will be 152 hours per four week period to be worked as nineteen days each of eight hours organised so that there will be a nineteen day, four week roster drawn up in each area of employment.
- 12.3 Payment will be for 7 hours, 36 minutes each day worked with 24 minutes being accrued as an entitlement to payment for the rostered day off. Unless otherwise specified, absences on paid leave will be deemed for the purposes of entitlement to a rostered day off as a day worked.
- 12.4 The spread of hours, hours per week or days upon which ordinary hours may be worked may be altered as to all or a section of Yarra Trams' employees, by agreement between Yarra Trams and employees, the union or other employee representative, and provided that the ordinary hours shall not average more than 38 hours per week.
- 12.5 Two tea breaks of 7.5 minutes duration on each day to be counted as time worked shall be allowed to employees other than shift workers without deduction of pay. Yarra Trams shall fix the time for the commencement of the tea break. By agreement the two tea breaks may be combined and taken as a fifteen minute tea break in the morning.

12.4 Time keeping

An employer may select a proportion of an hour (not exceeding 1/4 of an hour) for the purposes of calculating the time worked by an employee in the following circumstances:

- (a) when the employee is late for work or ceases duty before his or her finishing time; and
- (b) in the calculation of overtime.

13 SHIFTWORK

13.1 Definitions

For the purposes of this clause:

- (a) **Afternoon shift** means any shift finishing after 6.00 p.m and at or before midnight.
- (b) **Continuous work** means work carried on with consecutive shifts of employees throughout the 24 hours of each of at least six consecutive days without interruption except during break-downs or meal breaks or due to unavoidable causes beyond the control of Yarra Trams.
- (c) **Night shift** means any shift finishing subsequent to midnight and at or before 8.00 a.m.
- (d) **Rostered shift** means a shift of which the employee concerned has had at least 48 hours notice.

13.2 **Hours - continuous work shifts**

- (a) This clause shall apply to shift workers on continuous work as defined.
- (b) The ordinary hours of work for such shift workers shall be 38 per week averaged over one complete cycle of the roster and shall not exceed:
 - (i) 8 hours in any one day; nor
 - (ii) 48 hours in any one week; nor
 - (iii) 88 hours in fourteen consecutive days; nor
 - (iv) 152 hours in 28 consecutive days.
- (c) Subject to the following conditions such shift workers shall work at such times as Yarra Trams may require:
 - (i) A shift shall consist of not more than eight hours, inclusive of crib time;
 - (ii) Except at the regular change-over shifts an employee shall not be required to work more than one shift in each 24 hours;
 - (iii) Twenty minutes shall be allowed to shift workers each shift for crib which shall be counted as time worked.

13.3 **Hours - other than continuous work**

This clause shall apply to shift workers not upon continuous work as defined. The ordinary hours of work for such shift workers shall be 38 hours per week averaged over one complete cycle of the roster and shall not exceed:

- (a) 40 hours in any week to be worked in five shifts of eight hours; or
- (b) 80 hours in fourteen consecutive days in which case an employee shall not, without payment for overtime, be required to work more than eight consecutive hours on any shift or more than six shifts in any week.
- (c) 120 hours in 21 consecutive days in which case an employee shall not, without payment of overtime, be required to work more than eight consecutive hours on any shift or more than six shifts in any week.
 - (i) Such ordinary hours shall be worked continuously except for meal breaks at the discretion of Yarra Trams. An employee shall not be required to work for more than five hours without a break for a meal. Except at regular change-over of shifts an employee shall not be required to work more than one shift in each 24 hours

13.4 **Rosters**

Shift rosters shall specify the commencing and finishing times of ordinary working hours of the respective shifts.

13.5 **Variation by agreement - twelve hour shifts**

By agreement between Yarra Trams and the majority of employees in the work section or sections concerned, twelve hour days or shifts may be introduced subject to:

- (a) Proper health monitoring procedures being introduced;
- (b) Suitable roster arrangements being made;
- (c) Proper supervision being provided;
- (d) Adequate breaks being provided; and
- (e) An adequate trial or review process being implemented.

13.6 **Afternoon or night shift allowances**

- (a) Shift workers whilst on afternoon or night shifts shall be paid for such shift 15% more than their ordinary rate.
- (b) Shift workers who work on an afternoon or night shift which does not continue for at least five successive afternoon or nights in a five day workshop or for at least six successive afternoons or nights in a six day workshop shall be paid for each shift 50% for the first three hours thereof and 100% for the remaining hours thereof in addition to their ordinary rate.
- (c) Employees who:
 - (i) During a period of engagement on shift work, work night shift only; or
 - (ii) Remain on night shift for a longer period than four consecutive weeks; or
 - (iii) Work on night shift which does not rotate or alternate with another shift or with day work so as to give them at least 1/3rd of their working time off night shift in each shift cycle; shall during such engagement period or cycle be paid 30% more than their ordinary rate for all time worked during ordinary working hours on such night shift.

13.7 **Saturday shifts**

The minimum rate to be paid to a shift worker for work performed between midnight on Friday and midnight on Saturday shall be time and a half. Such extra rate shall be in substitution for and not cumulative upon the shift premiums prescribed in clause 12.

13.8 **Overtime**

Shift workers for all time worked in excess of or outside the ordinary working hours prescribed by this Appendix (Appendix Three) or on a shift other than a rostered shift shall be paid as follows:

- (a) If employed on continuous work - at the rate of double time; or
- (b) If employed on other shift work - at the rate of time and a half for the first three hours and double time thereafter; except in each case when the time is worked:

- (c) By arrangement between the employees themselves;
- (d) For the purpose of effecting the customary rotation of shifts; or
- (e) On a shift to which an employee is transferred on short notice as an alternative to standing the employee down in circumstances which would entitle Yarra Trams to deduct payment for a day pursuant to the Emergency provisions clause of this Appendix.

Provided that, when no less than eight hours' notice has been given to Yarra Trams by a relief employee that he or she will be absent from work and the employee whom they should relieve is not relieved and is required to continue to work on their rostered day off, the unrelieved employee shall be paid double time.

13.9 **Requirement to work reasonable overtime**

- (a) Subject to 13.9(b) an employer may require an employee to work reasonable overtime at overtime rates.
- (b) An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable having regard to:
 - (i) any risk to employee health and safety;
 - (ii) the employee's personal circumstances including any family responsibilities;
 - (iii) the needs of the workplace or enterprise;
 - (iv) the notice (if any) given by Yarra Trams of the overtime and by the employee of his or her intention to refuse it; and
 - (v) any other relevant matter.

13.10 **Sundays and public holidays**

Shift workers on continuous shifts for work on a rostered shift the major portion of which is performed on a Sunday or holiday shall be paid as follows:

- (a) Sundays - at the rate of double time.
- (b) Public holidays at the rate of double time.

Shift workers, on other than continuous work who are required to work on a Sunday or Public holiday shall be paid at the Sunday or public holiday rates prescribed unless:

- (a) The shift commenced between 11.00 p.m. and midnight on the Sunday or public holiday in which case they shall be paid at the rate of the day following; or
- (b) Where the maximum portion of the shift is worked on a Sunday or public holiday they shall be paid the Sunday or public holiday rate for the whole shift.

Where shifts fall partly on a holiday that shift, the major portion of which falls on a holiday, shall be regarded as the holiday shift.

By agreement between the employer and the majority of employees concerned, the shift which has the minor portion falling on the public holiday may be regarded as the holiday shift in lieu of the above.

13.11 Daylight saving

Notwithstanding anything contained elsewhere in this Appendix, in any area where, by reason of the legislation of the State of Victoria, summer time is prescribed as being in advance of the standard time of the State of Victoria the length of any shift:

- (a) Commencing before the time prescribed by the relevant legislation for the commencement of a summer time period; and
- (b) Commencing on or before the time prescribed by such legislation for the termination of a summer time period; shall be deemed to be the number of hours represented by the difference between the time recorded by the clock at the beginning of the shift and the time so recorded at the end thereof, the time of the clock in each case to be set to the time fixed pursuant to the relevant legislation. In this clause the expressions **standard time** and **summer time** shall bear the same meanings as are prescribed by the relevant legislation.

14 MEAL BREAKS

- 14.1 An employee shall not be required to work for more than five hours without a break for a meal. Provided that:
 - (a) In cases where canteen or other facilities are limited, to the extent that meal breaks must be staggered and as a result it is not practicable for all employees to take a meal break within five hours, an employee shall not be required to work for more than six hours without a break for a meal; and
 - (b) By agreement between an employer and the majority of employees in Yarra Trams, work section or sections concerned, an employee or employees may be required to work in excess of five hours but not more than six hours at ordinary rates of pay without a meal break.
- 14.2 The time of taking a scheduled meal break or rest break by one or more employees may be altered by an employer if it is necessary to do so in order to meet a requirement for continuity of operations.
- 14.3 An employer may stagger the time of taking a meal and rest break to meet operational requirements.
- 14.4 Subject to the provisions of 14.1, an employee employed as a regular maintenance person shall work during meal breaks at ordinary rates of pay whenever instructed to do so for the purpose of making good breakdown of plant or upon routine maintenance of plant which can only be done while such plant is idle.
- 14.5 Except as provided in 14.1 and 14.4, and except where an alternative arrangement is entered into as a result of workplace discussions as provided in this Appendix, time and

a half rates shall be paid for all work done during meal hours and thereafter until a meal break is taken.

15 OVERTIME

15.1 Payment for working overtime

- (a) For all work done outside ordinary hours the rates of pay shall be time and a half for the first two hours and double thereafter, such double time to continue until the completion of the overtime work.
- (b) Except as provided in this clause or 15.3 hereof in computing overtime each day's work shall stand alone.

15.2 Requirements to work reasonable overtime

An employer may require any employee to work reasonable overtime at overtime rates and such employee shall work overtime in accordance with such requirement.

15.3 Rest period after overtime

- (a) When overtime work is necessary it shall, wherever reasonably practicable, be so arranged that employees have at least ten consecutive hours off duty between the work of successive days.
- (b) Employees (other than a casual employees), who work so much overtime between the termination of their ordinary work on one day and the commencement of their ordinary work on the next day that they have not had at least ten consecutive hours off duty between those times shall, subject to this clause, be released after completion of such overtime until they have had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
- (c) If on the instructions of their employer such an employee's resume or continue work without having had such ten consecutive hours off duty they shall be paid at double rates until they are released from duty for such period and they shall then be entitled to be absent until they have had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
- (d) The provisions of this clause shall apply in the case of shift workers as if eight hours were substituted for ten hours when overtime is worked:
 - (i) For the purpose of changing shift rosters; or
 - (ii) Where a shift worker does not report for duty and a day worker or a shift worker is required to replace such shift worker; or
 - (iii) Where a shift is worked by arrangement between the employees themselves.

15.4 Callback

- (a) Employees recalled to work overtime after leaving their employer's business premises (whether notified before or after leaving the premises) shall be paid

for a minimum of four hours' work or where the employee has been paid for standing-by in accordance with 15.6 shall be paid for a minimum of three hours work at the appropriate rate for each time they are so recalled; provided that, except in the case of unforeseen circumstances arising, the employee shall not be required to work the full three or four hours as the case may be if the job they were recalled to perform is completed within a shorter period.

- (b) This clause shall not apply in cases where it is customary for employees to return to their employer's premises to perform a specific job outside their ordinary working hours or where the overtime is continuous (subject to a reasonable meal break) with the completion or commencement of ordinary working time. Overtime worked in the circumstances specified in this clause shall not be regarded as overtime for the purpose of 15.3, when the actual time worked is less than three hours on such recall or on each of such recalls.

15.5 **Saturday work - five days work**

A day worker required to work overtime on a Saturday shall be afforded at least four hours work or paid for four hours at the appropriate rate except where such overtime is continuous with overtime commenced on the previous day.

15.6 **Standing-by**

Subject to any custom now prevailing, under which employees are required regularly to hold themselves in readiness for a call back, employees required to hold themselves in readiness to work after ordinary hours shall, until released, be paid standing-by time at ordinary rates from the time which they are so to hold themselves in readiness.

15.7 **Crib time and meal allowance**

- (a) A day worker who is required to work overtime for more than two hours after working ordinary hours, shall be allowed a crib time of twenty minutes at ordinary rates before starting such overtime, and shall be paid a meal allowance. After each four hours of such overtime work, a further twenty minute crib with pay shall be allowed and an additional meal allowance paid if the employee continues work after such crib time.
- (b) A shift worker in such circumstances shall not be entitled to a twenty minute break before working overtime, but shall be paid a meal allowance.
- (c) The meal allowances referred in 15.7(a) and 15.7(b) shall not be paid where Yarra Trams provides a meal to the employee at Yarra Trams cost.
- (d) In circumstances where a day worker is required to work overtime on a Saturday, the first prescribed crib time shall if occurring between 10.00 a.m. and 1.00 p.m. be paid at ordinary rates. For further cribs during such periods of overtime, a meal allowance will be paid and such further cribs are to be taken in the same way as the normal crib.
- (e) An employer and employee may agree to any variation of this provision to meet the circumstances of the work in hand, provided that Yarra Trams shall not be required to make any payment in respect of any time allowed in excess of twenty minutes.

15.8 **Transport of employees**

When employees, after having worked overtime, or a shift for which they have not been regularly rostered, finish work at a time when reasonable means of transport are not available, they shall be provided by Yarra Trams with a conveyance to their home, or pay them their current wage for the time reasonably occupied in reaching their home.

15.9 **Garage employees etc.**

- (a) In lieu of the provisions of 15.4, 15.5 and 15.6, the following provisions shall apply to a garage employee and/or driver of tow and/or repair vehicles.
- (b) Such employees recalled outside their normal working hours for breakdown, accident or other emergency work shall be paid at the rate of double time for the period of time they are so recalled.
- (c) The calculation of the period of time of duty shall include only the time reasonably occupied in travel or work between the time of the employees' departure from their normal place of residence and the time they return thereto provided that:
 - (i) In the case of the first call-back in any one day an employee shall be paid as for at least a period of two hours at the rate of double time; and
 - (ii) In the case of each subsequent call-back in the same day as for at least a period of one hour whether occurring within two hours of the first call-back or not.

Overtime worked in the circumstances specified in this clause shall not be regarded as overtime for the purposes of 15.3 where the actual time worked is less than three hours on such recall or on each of such recalls.

16 **SUNDAY WORK**

16.1 **Payment for work on Sundays**

Except as provided in 13.10 an employee not engaged on continuous work shall be paid at the rate of double time for work done on Sundays, such double time to continue until they are relieved from duty.

16.2 **Minimum payment • Sundays**

Employees, other than on shift or engaged in maintaining the continuity of electric light and power or garage employees and/or drivers of tow and/or repair vehicles recalled for breakdown, accident or other emergency work, required to work on Sundays will be paid for a minimum of three hours work.

16.3 **Rest pause - Sundays**

Employees, other than casual employees, not engaged in continuous work who work on a Sunday and (except for meal breaks) immediately thereafter continue such work shall on being relieved from duty be entitled to be absent until they have had ten consecutive hours off duty, without deduction of pay for ordinary time of duty occurring during such absence.

16.4 **Crib time - Sundays**

An employee not engaged on continuous work working on a Sunday will be allowed a crib time of twenty minutes without deduction of pay after each four hours of work, if the employee continues work after such crib time. Provided that where a day worker is required to work on a Sunday the first prescribed crib time shall if occurring between 10.00 a.m. and 1.00 p.m. be paid at ordinary rates.

16.5 **Meal allowance Sundays**

- (a) Employees not engaged on continuous work, required to work on a Sunday for more than four hours without being notified on the previous day or earlier that they will be so required to work, shall be paid a meal allowance for the meal taken during each crib break. Provided that such payment need not be made to employees living in the same locality as their workshops who can reasonably return home for meals, or who are provided meals by Yarra Trams at Yarra Trams' cost.
- (b) Employees who, pursuant to notice, have provided a meal or meals and are not required to work on a Sunday, or are required to work for a lesser period of time than advised, shall be paid the rates prescribed in this clause for meals which they have provided but which are surplus.

17 **ANNUAL LEAVE**

17.1 **Period of leave**

A full time employee is entitled to an amount equivalent to 4 weeks (20 days) annual leave in any 12 month period of continuous service. Part time employees are entitled to accrue annual leave on a pro rata basis, based on their ordinary hours of work on a . For casual employees the relevant provisions of this Appendix shall apply.

17.2 **Continuous shift workers**

- (a) In addition to the leave prescribed in 17.1, continuous shift workers, that is shift workers who are rostered to work regularly on Sundays and public holidays shall accrue an additional week of annual leave (i.e. five rostered days leave).
- (b) Where employees with twelve months' continuous service are engaged for part of the twelve month period as a continuous shift worker they shall be entitled to have the period of four weeks annual leave increased proportionally for the duration are continuously engaged as aforesaid.

17.3 **Annual leave exclusive of public holidays**

Subject to this clause, annual leave shall be exclusive of any of the public holidays prescribed by this Agreement, or granted by Yarra Trams, and if any such public holiday falls within an employee's period of annual leave and is observed on a day which in the case of that employee would have been an ordinary working day there shall be added to the period of annual leave time equivalent to the ordinary time which the employee would have worked if such day had not been a public holiday.

17.4 **Broken leave**

Annual leave may be taken in one or two continuous periods plus the period between Christmas and the New Year, or in any other format as agreed between Yarra Trams and an employee.

17.5 **Calculation of continuous service**

- (a) For the purpose of this clause service shall be deemed to be continuous notwithstanding:
 - (i) Any interruption or determination of the employment by Yarra Trams if such interruption or determination has been made merely with the intention of avoiding obligations hereunder in respect of leave of absence;
 - (ii) Any absence from work on account of personal sickness or accident or on account of leave lawfully granted by Yarra Trams; or
 - (iii) Any absence with reasonable cause proof whereof shall be upon the employee.
- (b) In cases of personal sickness or accident or absence with reasonable cause the employee, to become entitled to the benefit of this clause, shall inform Yarra Trams, in writing if practicable, within 24 hours of the commencement of such absence of their inability to attend for duty and as far as practicable the nature of the illness, injury or cause and the estimated duration of their absence. A notification given by an employee pursuant to the Personal leave clause of Part One shall be accepted as a notification under this clause.
- (c) Any absence from work by reason of any cause, not being a cause specified in this clause, shall not be deemed to break the continuity of service for the purposes of this clause unless Yarra Trams during the absence or within fourteen days of the termination of the absence notifies the employee in writing that such absence will be regarded as having broken the continuity of service.
- (d) In cases of individual absenteeism such notice shall be given in writing to the employee concerned, but in cases of concerted or collective absenteeism notice may be given to employees by the posting up of a notification in the plant, in the manner in which general notifications to employees are usually made in that plant and by posting to each union whose employees have participated in such concerted or collective absenteeism a copy of it not later than the day it is posted up in the plant.
- (e) A notice to an individual employee may be given by delivering it to them personally or by posting it to their last recorded address, in which case it shall be deemed to have reached them in due course of post.

17.6 **Calculation of Service**

- (a) Service before the date of the operation of this Appendix shall be taken into consideration for the purpose of calculating annual leave but an employee shall not be entitled to leave or payment in lieu thereof for any period in respect of which leave or a payment in lieu thereof has been allowed..

- (b) If an employee was in the employment of Yarra Trams' predecessor at the time when Yarra Trams became such successor or assignee or transmittee or business the employee, in respect of the period during which they were in the service of the predecessor, shall for the purpose of this clause be deemed to be in the service of Yarra Trams.

17.7 **Leave to be taken**

The annual leave provided by this clause shall be allowed and shall be taken and, except as provided by 17.11 and 17.12, payment shall not be made or accepted in lieu of annual leave.

17.8 **Leave allowed before due date**

- (a) Yarra Trams may allow an employee to take annual leave either wholly or partly in advance before the right thereto has accrued. In such case a further period of annual leave shall not commence to accrue until after the employee has accrued an entitlement to all of the period of annual leave taken in advance.
- (b) Where annual leave or part thereof has been granted, before the right thereto has accrued, and the employee
 - (i) Resigns or has his or her services terminated before the employee has accrued an entitlement to all of the period of annual leave taken in advance; and
 - (ii) The leave taken in advance exceeds the period calculated under 17.11(b)

Yarra Trams shall not be liable to make any payment to the employee under 17.8 (b) (ii) and shall be entitled to obtain from the employee a refund of an amount for any annual leave taken in excess of the leave accruing at the date of termination.

17.9 **Payment for period of leave**

- (a) Each employee before going on leave shall be paid four weeks wages except as shift workers or employees taking their leave in which cases they shall be paid the amount of wage they would have received in respect of the ordinary time which they would have worked had they not been on leave during the relevant periods.
- (b) For the purposes of this clause and 17.11, wages shall be at the rate prescribed from time to time by:
 - (i) Wage rates and classifications for the occupation in which the employee was ordinarily employed immediately prior to the commencement of their leave or the termination of their employment as the case may be.
 - (ii) The rate payable pursuant to Appendix 2, Clause 8 - Mixed Functions calculated on a daily basis which the employee would have received

for ordinary time during the relevant period whether on a shift roster or otherwise.

- (iii) Any over award payment for 38 ordinary hours of work per week.

17.10 **Loading on annual leave**

- (a) During a period of annual leave an employee shall receive a loading calculated on the rate of wage prescribed by 17.9.
- (b) The loading shall be 17.5%.
- (c) Provided that where the employee would have received shift loading had they not been on leave during the relevant period and such loadings would have entitled them to a greater amount than the loading of 17.5%, the shift loadings shall be added to the rate of wage prescribed by 17.9 in lieu of the 17.5% loading.
- (d) Provided further, that if the shift loadings would have entitled them to a lesser amount than the loading of 17.5%, then such loading of 17.5% shall be added to the rate of wage prescribed by 17.9, in lieu of the shift loadings.
- (e) The loading prescribed by this clause shall apply to proportionate leave on termination.

17.11 **Pay where annual leave not taken**

- (a) Where employees who have become entitled to annual leave resign or have their services terminated they shall be entitled to be paid their ordinary pay for any portion of such leave not taken at the date of their resignation or termination.
- (b) Where employees resign or have their services terminated prior to completing any one year of service they shall be entitled to be paid an amount equivalent to their ordinary pay for a period calculated on the basis of 4/52 of their period of service, in respect of the uncompleted year of service.

17.12 **Annual close down**

Where an employer elects to close down a section or sections of its operations during the Christmas/New Year period for the purpose of allowing annual leave to such employees engaged therein the following provisions shall apply:

- (a) Yarra Trams shall notify all employees concerned of its intention to close down their area of work not later than three months prior to the close down.
- (b) Such notification shall specify the actual dates of close down.
- (c) Employees who do not have an entitlement to annual leave at that time shall be granted proportionate paid leave.

18 PUBLIC HOLIDAYS

18.1 Substitution of other days

- (a) An employer, with the agreement of the majority of the employees, may substitute another day for any prescribed in this clause.
- (b) An agreement pursuant to 18.1(a) will be recorded in writing and be available to every affected employee.

18.2 Payment for work on public holidays

Except as provided for shift workers on continuous shifts, an employee not engaged on continuous work will be paid at the rate of double time and a half for work done on public holidays, such double time and a half to continue until the employee is relieved from duty.

18.3 Rest pause - holidays

An employee, other than a casual employee, not engaged in continuous work who works on a public holiday and (except for meal breaks) immediately thereafter continues such work will on being relieved from duty be entitled to be absent until they have had ten consecutive hours off duty, without deduction of pay for ordinary time of duty occurring during such absence.

18.4 Minimum payment - public holidays

Employees, other than on shift or engaged in maintaining the continuity of electric light and power or garage employees and/or drivers of tow and/or repair vehicles recalled for breakdown, accident or other emergency work, required to work on public holidays will be paid for a minimum of three hours work.

18.5 Crib time - public holidays

An employee not engaged on continuous work working on a public holiday will be allowed a crib time of twenty minutes without deduction of pay after each four hours of work, if the employee continues work after such crib time. Provided that where a day worker is required to work on a public holiday the first prescribed crib time will if occurring between 10.00 a.m. and 1.00 p.m. be paid at ordinary rates.

18.6 Meal allowance - public holidays

- (a) Employees not engaged on continuous work, required to work on a public holiday for more than four hours without being notified on the previous day or earlier that they will be so required to work, shall be paid a meal allowance for the meal taken during each crib break. Provided that such payment need not be made to employees living in the same locality as their workshops who can reasonably return home for meals, or where Yarra Trams provides a meal at Yarra Trams' cost.
- (b) Employees who, pursuant to notice, have provided a meal or meals and are not required to work on a public holiday or are required to work for a lesser period of time than advised will be paid the rates prescribed in this clause for meals which they have provided but which are surplus.

18.7 Seven day shift workers

Seven day or continuous shift workers, that is shift workers who are rostered to work regularly on public holidays, when their rostered day off falls on a public holiday prescribed by this clause will at the discretion of Yarra Trams, be paid for that day at the ordinary rate or have an additional day added to their annual leave. This clause will not apply when the public holiday on which they are rostered off falls on a Saturday or Sunday.

ATTACHMENT 1 - CLASSIFICATION DEFINITIONS

1.0 CLASSIFICATION STRUCTURE

Note: The percentage relativities column reflects the percentages prescribed in the decision of Deputy President Keogh at Print J2043. The percentage relativities column does not reflect flat dollar arbitrated safety net adjustments.

Class'n Number	Classification Title	Minimum Training Requirement	Wage Relativity to CIO*
C7	Higher Engineering Tradesperson and Special Class Level II	Certificate IV in Engineering or C10 + 60% towards a Diploma of Engineering or equivalent	115%
	Engineering Technician - Level III	Certificate IV in Manufacturing Technology provided that the minimum experience required by the Manufacturing and Associated Industries - Skills Development - Wages and Conditions Award has been completed or 45% towards an Advanced Diploma of Engineering, or 70% towards a Diploma of Engineering - Technical or equivalent	
C8	Engineering Tradesperson - Special Class Level 1	CIO + 40% towards a Diploma of Engineering or equivalent	110%
	Engineering Technician - Level II	40% towards an Advanced Diploma of Engineering, or 60% towards a Diploma of Engineering - Technical or equivalent	
C9	Engineering Tradesperson - Level II	CIO + 20% towards a Diploma of Engineering or equivalent	105%
	Engineering Technician - Level 1	Certificate III in Engineering - Technician, or Certificate III Manufacturing Technology, provided that the minimum experience required by the Manufacturing and Associated Industries - Skills Development - Wages and Conditions Award has been completed or 50% towards a Diploma of Engineering or equivalent	
CIO	Engineering Tradesperson - Level 1	Recognised Trade Certificate or Certificate III in Engineering - Mechanical Trade, or Certificate III in Engineering - Fabrication Trade, or Certificate III in Engineering - Electrical/Electronic Trade or equivalent	100%
	Production Systems Employee	Engineering Production Certificate III or Certificate III in	

		Engineering – Production Systems or equivalent	
C11	Engineering/Production Employee - Level IV	Engineering Production Certificate II, or Certificate II in Engineering - Production Technology or equivalent	92.4%
C12	Engineering/Production Employee - Level III	Engineering Production Certificate I or Certificate II in Engineering or equivalent	87.4%

* Wage relativities after full minimum rate and broadbanding adjustments.

Note: Where an employee is performing supervisory responsibilities, they are to be classified in accordance with the Trainer/Supervisor/Coordinator definitions.

Trainer/Supervisor/Coordinator

Level 1 - 122% of the highest rate paid to those supervised.

Level 2 - 115% of the highest rate paid to those supervised.

1.1 CLASSIFICATION DEFINITIONS

Note: The following classification definitions should be read in conjunction with:

- *the stream and field definitions in subclause 1.4.3 and 1.4.75 respectively;*
- *the definitions of “or equivalent”, “work within the scope of this level” and “Engineering Associate” at the end of this Schedule;*
- *the National Metal and Engineering Competency Standards Implementation Guide especially Table 2 of that Guide which shows the alignment between old and new titles under the Australian Qualifications Framework. For example Advanced Certificates are now known as National Diplomas and Associate Diplomas as National Advanced Diplomas;*
- *Clause 5.1.3 (f) Points.*

Trainer/Supervisor/Coordinator - Level 1

A Trainer/Supervisor/Coordinator - Level I is an employee who is responsible for the work of other employees and/or provision of structured on-the-job training. Such an employee has completed a qualification at AQFIII level or above, of which at least one third of the competencies are related to supervision/training, or equivalent.

Notwithstanding the above definition an employee who is mainly engaged to perform work supervising or coordinating the work of other employees and who has sufficient additional training beyond that of those coordinated or supervised so as to enable the employee to perform work within the scope of this level shall be classified at this level.

Trainer/Supervisor/Coordinator* Level II

A Trainer/Supervisor/Coordinator - Level II is an employee who is responsible for the supervision and/or training of Trainers/Supervisors/Coordinators - Level I. Such an employee has completed an AQF IV or V qualification or equivalent of which at least 50% of the competencies are in supervision/training.

WAGE GROUP: C12**Engineering/Production Employee • Level III**

An Engineering/Production Employee - Level III is an employee who has completed an Engineering Production Certificate I or Certificate II in Engineering or equivalent so as to enable the employee to perform work within the scope of this level.

An employee at this level performs work above and beyond the skills of an employee at C13 and to the level of his/her skills, competence and training.

- (i) Is responsible for the quality of his/her own work subject to routine supervision;
- (ii) Works under routine supervision either individually or in a team environment;
- (iii) Exercises discretion within his/her level of skills and training;
- (iv) Assists in the provision of on the job training.

WAGE GROUP: C11**Engineering/Production Employee - Level IV**

An Engineering/production Employee - Level IV is an employee who has completed an Engineering Production Certificate II or Certificate II in Engineering - Production Technology or equivalent so as to enable the employee to perform work within the scope of this level. An employee at this level performs work above and beyond the skills of an employee at C12 and to the level of his/her skills, competence and training.

- (i) Works from complex instructions and procedures;
- (ii) Assists in the provision of on-the-job training;
- (iii) Co-ordinates work in a team environment or works individually under general supervision;
- (iv) Is responsible for assuring the quality of his/her own work.

WAGE GROUP: C10**Engineering Tradesperson - Level I**

An Engineering Tradesperson - Level I is an employee who holds a trade certificate or tradespersons rights certificate or equivalent as an:

- (i) Engineering Tradesperson (Electrical/Electronic) - Level I;
- (ii) Engineering Tradesperson (Mechanical) - Level I;
- (iii) Engineering Tradesperson (Fabrication) - Level I;
- (iv) or equivalent and is able to exercise the skills and knowledge of the engineering trade so as to enable the employee to perform work within the scope of this level.

An Engineering Tradesperson - Level I works above and beyond an employee at C11 and to the level of his/her skills, competence and training.

- (i) Understands and applies quality control techniques;
- (ii) Exercises good interpersonal and communications skills;
- (iii) Exercises keyboard skills at a level higher than C11;
- (iv) Exercises discretion within the scope of this classification level;
- (v) Performs work under limited supervision either individually or in a team environment;
- (vi) Operates lifting equipment incidental to his/her work;
- (vii) Performs non-trade tasks incidental to his/her work;
- (viii) Performs work which while primarily involving the skills of the employee's trade is incidental or peripheral to the primary task and facilitates the completion of the whole

- task Such incidental or peripheral work would not require additional formal technical training;
- (ix) Able to inspect products and/or materials for conformity with established operational standards.

Production Systems Employee

A Production Systems Employee is an employee who, while still being primarily engaged in Engineering /Production work applies the skills acquired through the successful completion of an Engineering Production Certificate III or Certificate of Engineering - Production Systems or equivalent in the production, distribution, or stores functions so as to enable the employee to perform work within the scope of this level.

A Production Systems Employee works above and beyond an employee at CI 1 and to the level of his/her skills, competence and training.

- (i) Understands and applies quality control techniques;
- (ii) Exercises good interpersonal communications skills;
- (iii) Exercises discretion within the scope of this classification level;
- (iv) Exercise keyboard skills at a level higher than CI 1;
- (v) Performs work under limited supervision either individually or in a team environment;
- (vi) Able to inspect products and/or materials for conformity with established operational standards.

WAGE GROUP: C9

Engineering Tradesperson - Level II

Engineering Technician • Level I

An Engineering Tradesperson - level II is an

- (i) Engineering Tradesperson (Electrical/Electronic) - Level II; or
- (ii) Engineering Tradesperson (Mechanical) - Level II; or
- (iii) Engineering Tradesperson (Fabrication) - Level II;

who has completed the minimum training requirements specified in Section 1.1 of this Schedule or equivalent.

An Engineering Tradesperson - Level II works above and beyond a tradesperson at CIO and to the level of his/her skills and competence and training performs work within the scope of this level.

- (i) Exercises discretion within the scope of this classification;
- (ii) Works under limited supervision either individually or in a team environment;
- (iii) Understands and implements quality control techniques;
- (iv) Provide trade guidance and assistance as part of a work team;
- (v) Operates lifting equipment incidental to his/her work;
- (vi) Performs non-trade tasks incidental to his/her work.

Engineering Technician - Level I

An Engineering Technician - Level I is an employee who has the equivalent level of training of a C9 Engineering Tradesperson or equivalent so as to enable the employee to apply skills within the scope of this level. The skills exercised by the Engineering Technician Level I are in the technical fields as defined by this Award including draughting, planning or technical tasks requiring technical knowledge.

At this level the employee is engaged on routine tasks in the technical fields.

WAGE GROUP: C8

Engineering Tradesperson - Special Class Level I Engineering Technician - Level II

A Special Class Engineering Tradesperson - Level I means a:

- (i) Special Class Engineering Tradesperson (Electrical/Electronic) - Level I; or
- (ii) Special Class Engineering Tradesperson (Mechanical) - Level I; or
- (iii) Special Class Engineering Tradesperson (Fabrication) - Level I;

who has completed the minimum training requirements specified in Section 1.1 of this Schedule or equivalent.

An Engineering Tradesperson Special Class - Level I works above and beyond a tradesperson at C9 and to the level of his/her skills, competence and training performs work within the scope of this level.

- (i) Provides trade guidance and assistance as part of a work team;
- (ii) Assists in the provision of training in conjunction with supervisors and trainers;
- (iii) Understands and implements quality control techniques;
- (iii) Works under limited supervision either individually or in a team environment;
- (iv) Operates lifting equipment incidental to his/her work;
- (v) Performs non-trade tasks incidental to his/her work.

Engineering Technician • Level II

An Engineering Technician - Level II is an employee who has the equivalent level of training of a C8 Engineering Tradesperson Special Class - Level I or equivalent so as to enable the employee to apply skills within the scope of this level. The skills exercised by the Engineering Technician Level II are in the technical fields as defined by this Award including draughting, planning or technical tasks requiring technical knowledge.

At this level the employee is required to exercise judgment and skill in excess of that required at C9 under the supervision of technical or professional staff.

WAGE GROUP: C7

Engineering Tradesperson • Special Class Level II

Engineering Technician - Level III

A Special Class Engineering Tradesperson - Level II means a:

- (i) Special Class Engineering Tradesperson (Electrical/Electronic) - level II; or
- (ii) Special Class Engineering Tradesperson (Mechanical) - Level II; or
- (ii) Special Class Engineering Tradesperson (Fabrication) - Level II; or
- (iv) Higher Engineering Tradesperson

who has completed the minimum training requirements specified in Section 1.1 of this Schedule or equivalent.

An Engineering Tradesperson - Special Class Level II works above and beyond a tradesperson at C8 and to the level of his/her skills, competence and training performs work within the scope of this level.

- (i) Is able to provide trade guidance and assistance as part of a work team;

- (ii) Provides training in conjunction with supervisors and trainers;
- (iii) Understands and implements quality control techniques;
- (iv) Works under limited supervision either individually or in a team environment,
- (v) Operates lifting equipment incidental to his/her work;
- (vi) Performs non-trade tasks incidental to his/her work.

Engineering Technician • Level III

Engineering Technician - Level III is an employee who has the equivalent level of training of a C7 - Engineering Tradesperson Special Class Level II or equivalent so as to enable the employee to apply skills within the scope of this level. The skills exercised by the Engineering Technician Level III are in the technical fields as defined by this Award including draughting, planning or technical tasks requiring technical knowledge.

At this level the employee is engaged in detail draughting and/or planning or technical duties requiring judgement and skill in excess of that required of a technician at C8 under the supervision of technical or professional staff;

“Or equivalent”

Where it appears in these classification definitions, the phrase **“or equivalent”** means;

- (i) Any training which a registered provider (eg. TAPE), or State Recognition authority recognises as equivalent to an accredited course which the Manufacturing Industry Skills Council (MISC) recognises for this level. This can include advanced standing through recognition of prior learning and/or overseas qualifications

OR

- (ii) Where competencies meet the requirements set out in the MISC competency standards in accordance with the National Metal and Engineering Competency Standards Implementation Guide.

“Work within the scope of this level”

Where it appears in these classification definitions, the phrase **“work within the scope of this level”** means:

1. For an employee who does not hold a qualification listed as a minimum training requirement, the employee shall apply skills within the enterprise selected in accordance with the Implementation Guide. Competencies selected must be competency standards recognised as relevant and appropriate by MISC and as endorsed by the National Training Quality Council.
2. Where an employee has a qualification, section 5.1.3(c)(ii) of this Appendix should be followed.

5.1.3 Procedure For Classifying Employees

5.1.3(a) The procedures for reclassifying employees under this Agreement are set out in the National Metal and Engineering Competency Standards Implementation Guide distributed by the Manufacturing Industry Skills Council.

5.1.3(b) Without detracting from any of the processes set out in 5.1.3(e), any disputes in relation to classification or reclassification, including disputes relating to the terms of the National Metal and Engineering Competency Standards Implementation Guide, shall be handled in accordance with the Dispute Resolution Procedure of this Agreement.

- 5.13(c)(i)** It shall be a term of the Agreement that where there is agreement to implement the standards at the enterprise, or in the event that the classification of an employee is called into question, the issue shall be settled by the application of competency standards in accordance with this clause and the National Metal and Engineering Competency Standards Implementation Guide or by reference to the minimum training requirement in the relevant classification definition, except as provided in paragraphs (ii) and (iv) below.
- (ii) Where the employee has a relevant qualification recognised as a minimum training requirement for the level at which the employee seeks to be classified and he/she is exercising or will be required to exercise the skills and knowledge gained from that qualification necessary for that level of work the employee shall be classified appropriately. It is up to the employer to demonstrate reasons for a qualification that is a recognised minimum training requirement not being regarded as relevant for an employee's work. Any disputes which cannot be resolved at the enterprise level over the application of this clause in the first instance are to be dealt with in accordance with the Disputes Resolution Procedure in this Agreement.
 - (iii) Where skill standards have not been finalised in respect of any class of work, and this is necessary for determining an employee's classification, employees performing such work shall not be reclassified until such standards are available except as provided for in paragraphs (ii) of this subclause.
- 5.1.3(d)** Other provisions to be followed where competency standards are being implemented in an enterprise:
- (i) Management and employee representatives responsible for overseeing the implementation of competency standards within enterprises shall be given access to briefing and/or training courses on the standards prior to implementation.
 - (ii) Such briefings/training courses on the metal and engineering competency standards and Implementation Guide shall be approved by the Manufacturing Industry Skills Council. These briefings/training courses can be an approved course delivered by a Manufacturing Industry Skills Council recognised provider.

The above does not exclude the delivery of additional training or advice by the parties or the Manufacturing Industry Skills Council to enterprises.

5.1.3(f) Points

The Band A, Band B and/or Dual A/B points to be assigned to the classification levels shall be in accordance with Table 2 in the National Metal and Engineering competency Standards Implementation Guide and are summarised below:

Award Classification Level Recommended Points

C12	32
C11	64
C10	96
C9	12 additional points above C10
C8	24 additional points above C10
C7	36 additional points above C10

5.1.3(g) Dispute Resolution

If a dispute arises over a classification it will be referred to the Dispute Resolution procedure in the body of this Agreement.

Appendix Four - Salaried Employees

APPLICATION OF APPENDIX UP TO HERE

This Appendix is based upon clauses of the Railways Salaried Employees (Victoria) Award 2002. This Appendix applies only to employees to whom it is expressed to apply in the "Appendices" clause of the respective Parts of this Agreement.

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1 DEFINITIONS

1.1 Day

In respect of payment of this Appendix is concerned, means the amount due as for a period equal to one tenth of the ordinary hours of duty per fortnight as prescribed herein.

1.2 Broken Shifts

Broken Shifts shall not include a shift where an employee is booked off away from home between the trips constituting a shift.

1.3 Headquarters

Headquarters means the local work area or depot to which an officer is attached

2 PAYMENT OF WAGES

2.1 Employees shall be paid fortnightly.

2.2 Employees shall be paid by electronic funds transfer

3 STAND DOWN

Yarra Trams may deduct payment for any time during which employees cannot be usefully employed in the classes or grades of work in which those employees are

usually employed, because of any strike or lockout by any persons whomsoever, or any other cause whatsoever for which Yarra Trams cannot justly be held responsible

4 ALLOWANCES AND EXPENSES

4.1 Higher duties allowance

- (a) Employees, other than those regularly engaged on relief duties, required to undertake the duties of a position higher than that in which they are classified, for a period of at least five consecutive working days shall be paid a higher duties allowance to increase their remuneration to the minimum rate of the higher position.
- (b) Employees who have performed the duties of a higher position for more than ten non-continuous days within a twelve months period, shall be paid the higher duties allowance for each occasion on which the duties of the higher position are carried out for at least one working day or one shift, as the case may be.

4.2 Mixed functions

- (a) Where work performed is subject to more than one penalty rate under this Agreement the higher or highest rate only shall apply.
- (b) Any weekly paid employee who in any one fortnightly period is required to perform the duties of a weekly paid grade which is subject to payment as overtime for shifts subsequent to the first ten in the fortnight, shall be paid for the time worked in a salaried capacity as if such time had been worked in his own grade, plus higher duty allowance for the time worked in the higher capacity, including daily penalty time accruing thereon within the first ten shifts in the period.
- (c) Any officer after having performed the duties of a higher grade or class for twelve calendar months, either continuously or non-continuously within a period of two years, shall whilst performing such duties, be paid the equivalent of the next sub-divisional rate (if any) of salary prescribed for such higher grade or class;
- (d) Where an officer has qualified for the pay of an advanced sub-division and is subsequently required to perform again the duties of such higher grade or class, he shall be paid the rate he was receiving when last relieving or acting in such grade or class unless within the previous five years he has failed to relieve or act (continuously or non-continuously) in such higher grade or class for a period of one year.
- (e) Yarra Trams shall reclassify any employee to a personal classification at the level of the higher position in which they have acted in for any period or periods which amount to six months or greater than six months (in any continuous twelve month period) provided that the higher position does not have a permanent incumbent appointed to and is a vacant position.

4.3 **High voltage operating allowance**

Employees who are authorised high voltage operators and who may be required to issue high voltage access permits shall be paid the following allowances which will be payable for all purposes:

- (a) Where they perform such duties more than 26 times per year and whilst they are considered regular operators \$387.90 per annum.
- (b) Where they perform such duties less than 26 times per year \$2.21 per shift.

5 **ORDINARY HOURS**

5.1 As far as practicable, after completing a full shift, employees shall be allowed a minimum period off duty of 12 hours at their headquarters and nine hours at other locations. If an interval of less than eight hours is deemed unavoidable then the time worked on the shift following such break shall be paid for at not less than the rate of time and a half except where the interval is reduced because of the working of overtime. This clause shall not apply to station agents.

5.2 Where employees take time off during ordinary hours they may make up such time at a later date with the consent of Yarra Trams.

5.3 **Saturday work**

Time worked on Saturday shall be paid for at the rate of time and one-half except for public holidays and Saturday work worked as overtime.

5.4 **Sunday work**

- (a) Time worked between midnight Saturday and midnight Sunday shall be paid for at the rate of double time. Such double time to be both the minimum and the maximum and shall not be included in the computation of overtime on a fortnightly basis.
- (b) Employees, who work on a Sunday, shall be paid for at least one-third of a day.
- (c) Employees who have performed Sunday duty shall not be required to work on the following Sunday, except in a case of emergency or where practicably unavoidable. For the purpose of this provision, work performed up to 0300 hours on a Sunday in completion of a shift commenced on a Saturday shall not be deemed to be Sunday duty.
- (d) As far as practicable, provision shall be made to roster off, for a day during the same week, employees who have worked a shift on Sunday.
- (e) In the case of broken shifts extending beyond a spread of eight hours, a minimum of one day shall be paid for.

6 **OVERTIME**

6.1 For the purpose of this clause:

- (a) **Shift** means a turn of duty during which some period of actual work has been performed and includes a broken shift and/or shift on which no work has been performed by reason of the employee being on paid leave and/or engaged, other than on normal duties, in connection with medical, visual, aural or other company required examinations or inquiries and/or attendance at Courts of Law in an employer capacity.
- (b) **Fortnight** for the purpose of calculating overtime on a fortnightly basis means time worked in the first ten shifts (other than Sundays) in the current fortnightly pay period.

6.2 Overtime shall be:

- (a) Time worked on an ordinary shift after eight hours from time signed on and shall be paid at the rate of time and a half for the first three hours and double time thereafter;
- (b) Time worked, excluding Sunday time, in excess of 80 hours on ordinary shifts within one fortnightly pay period and shall be paid at the rate of time and one half; provided that payment shall be made upon the more favourable of these alternatives and only one of these alternatives shall apply in respect of all overtime in any one fortnightly period.

6.3 Time worked on a first or second excess shift in a fortnightly pay period shall be calculated at the rate of time and one half except that any such excess shift which is a Saturday shift, or any portion of an excess shift falling within Saturday time, shall be calculated at the rate of double time. Time worked on a further excess shift in the same fortnightly pay period shall be calculated at the rate of double time.

6.4 Employees shall work reasonable over time as required by Yarra Trams subject to the payment of relevant overtime rates.

6.5 Employees may take time off in lieu of payment for overtime worked with the consent of Yarra Trams and at a time or times mutually agreed upon by the employee and Yarra Trams provided that;

- (a) Such time off in lieu shall be taken during ordinary hours on the basis of one hour off for each hour of overtime worked.
- (b) An employee may elect to be paid the appropriate rate for overtime worked in situations where such time off in lieu has not been taken within four weeks of it being available to be taken.

6.6 Payments for any time worked shall not exceed the rate of double time except for specific public holidays provisions to the contrary.

7 SHIFT ALLOWANCES AND PENALTIES

7.1 For the purposes of this clause:

- (a) **Afternoon shift** means a shift commencing before 1800 hours and concluding after 1830 hours.

- (b) **Night shift** means a shift commencing at or between 1800 hours and 0359 hours.
- (c) **Early morning shift** means a shift commencing at or between 0400 and 0530 hours.

Save that in the case of broken shifts each turn of duty shall be regarded separately.

7.2 For all paid time on duty, excluding overtime or any week day time which is payable in the terms of this Appendix (Appendix Four) in excess of single rate, Monday to Friday inclusive, employees in receipt of an adult wage rate shall be paid the following shift allowances:

- (a) Afternoon shift \$1.77 per hour.
- (b) Night shift \$2.07 per hour.
- (c) Early morning shift \$1.77 per hour.

7.3 All other employees shall be paid the following shift allowances:

- (a) Afternoon shift \$0.88 per hour.
- (b) Night shift \$0.92 per hour.
- (c) Early morning shift \$0.88 per hour.

7.4 In calculating shift allowances, broken parts of an hour of less than 30 minutes shall be disregarded and parts from 30 to 59 minutes shall be paid for as one hour.

7.5 In addition to the allowances prescribed herein, employees whose ordinary time worked on any shift commences or finishes at or between 0101 hours and 0359 hours Monday to Friday (excluding public holidays or overtime shifts) shall be paid a shift loading for that shift as follows:

- (a) If in receipt of an adult wage rate \$1.85 per hour.
- (b) If not in receipt of an adult wage rate \$0.95 per hour.

7.6 Foreperson grades in the running sheds and workshops shall be paid allowances for afternoon and night shifts worked on weekdays at the same rate and under the same conditions as tradesperson mechanical fitters employed in workshops provided that no allowance for any shift shall exceed the allowance payable to the highest paid tradesperson under their direct supervision and control.

- (a) Other employees in the running sheds and workshops shall be paid an allowance of 15% more than their ordinary rates for afternoon and night shift provided that no allowance for any shift shall exceed the allowance payable to the highest paid tradesperson under their direct supervision and control.
- (b) For the purposes of this sub-clause afternoon shift means any shift on which ordinary time finishes after 1800 hours and at or before 2400 hours and night shift means any shift on which ordinary time finishes after 2400 hours and at or before 0800 hours.

- (c) Employees performing mixed functions during a shift under different shift work provisions shall be paid whichever allowances are the highest or higher but not more than one allowance shall be payable for the shift.

7.7 **Broken shifts**

- (a) For the purposes of this clause a broken shift means a shift worked on any day with a continuous rostered off period at headquarters, without pay, of more than two hours.
- (b) The following shall apply to broken shifts other than those worked on Sundays:
 - (i) Employees working broken shifts shall be paid for a minimum of one day.
 - (ii) Employees working broken shifts shall be paid 1/8th of a day in addition to the time actually worked.
- (c) Suburban traffic broken shifts shall consist of no more than two parts
- (d) In broken shifts worked in connection with traffic, other than suburban, meal intervals shall not exceed one hour provided that no portion of a continuous rostered off period shall be treated as a meal interval in the computation of such period.
- (e) Time worked outside of a spread of eleven hours shall be paid at a rate of time and a half.

8 **ROSTERS**

8.1 **Time off between shifts**

As far as practicable employees after completing a full shift shall be rostered off duty for twelve hours if at their home station and nine hours if away from their headquarters. If an interval of less than eight hours is deemed unavoidable, time worked on the shift following shall be paid at time and a half unless the interval was reduced because of working overtime.

8.2 **Work on day off**

Employees called upon to work on days they have been rostered off shall be given not less than twelve hours notice or paid for all time worked that day at time and a quarter unless they are otherwise entitled to payment for overtime for the time worked.

8.3 **Shifts put back**

Employees attending for duty who are informed they will not be required until a later time that day shall be paid one hour's pay for such attendance unless at least two hours notice prior to such attendance was given at their place of residence

8.4 **Attending for duty but not required**

Employees who have been instructed to attend for duty who are subsequently informed they will not be required that day shall be paid two hours pay for such attendance unless at least two hours notice prior to such attendance was given at their place of residence.

8.5 **Minimum payment**

Employees required to, and undertaking duty on any day or shift shall be paid a minimum of three hours pay.

8.6 **Meal breaks**

- (a) Employees may be rostered off without pay for a meal break of not less than thirty minutes and not more than one hour. No more than two meal breaks shall be provided in any one shift and, except for special reasons, not more than one shall be given at a time as near as practicable to the middle of the shift. If two meal breaks are provided their total shall not exceed one and a half hours save for extended shifts and are not to be used avoid travelling and incidental expenses.
- (b) Employees, during the course of a shift, shall not be rostered off duty for more than half an hour including time for a meal, between **2200** and **0600** hours unless agreed upon between Yarra Trams and the employee(s) concerned.

9 **PUBLIC HOLIDAYS**

9.1 Employees required to work on a public holiday:

- (a) An employee who is rostered to work on a public holiday (other than a Sunday) shall, and paid for the day in addition to payment at the rate of time and a half for the time worked.
- (b) An employee who works on a public holiday falling on a Sunday or works on a public holiday that they are not rostered to work shall be paid for the time worked at the rate of double time and a half.

9.2 The provision of leave of absence does not apply to employees who are not available for duty on the holiday except those who are ill for a continuous period not exceeding a week, or where duty is resumed on the first working day after the holiday, or those on annual leave or accident leave with pay.

9.3 Pay for one day's leave of absence means an amount equal to a tenth of the ordinary hours of duty per fortnight.

10 **ANNUAL LEAVE**

10.1 **Entitlement to leave**

10.2 For these purposes, continuous service shall not be deemed to be broken by any of the following:

- (a) Absence on accident pay or work cover.
- (b) Absence on paid leave.
- (c) Authorised leave without pay up to twelve continuous weeks provided that for any authorised leave without pay exceeding twelve continuous weeks the annual leave entitlement shall be reduced as follows-

- (i) More than twelve weeks but less 24 weeks - one quarter.
- (ii) 24 weeks but less than 36 weeks - one half.
- (iii) 36 weeks but less than 52 weeks * three quarters.
- (iv) 52 weeks or more - all leave due.

- 10.3 Where absences are deemed to break continuity of service Yarra Trams shall notify employees in writing of that occurrence during such absence or within fourteen days of the end of such absence.
- 10.4 Annual leave shall be taken in a continuous period or in two separate periods, one of which shall not be less than seven consecutive days including non-working days unless Yarra Trams and the employees concerned agree otherwise.
- 10.5 Employees may elect, with the prior consent of Yarra Trams, to take annual leave in single day periods not exceeding five days in any calendar year at a time or times agreed between them and to defer payment of the annual leave loading in respect of single day absences, until at least five consecutive annual leave days are taken.
- 10.6 Yarra Trams may allow employees to take annual leave either wholly or partly prior to the employees' right thereto provided that, in such circumstances, it is expected the qualifying period for further annual leave may not commence until the expiration of the 52 weeks in respect of which the annual leave so allowed was granted.
- 10.7 Where employees take annual leave in advance and their services are terminated prior to the employee accruing an entitlement to all of the period of annual leave taken in advance, Yarra Trams may deduct from whatever remuneration is payable upon termination of employment, the amount of annual leave owed by the employee.
- 10.8 Annual leave shall be taken and payment shall not be made, or accepted, in lieu of such annual leave save upon termination of employment.
- 10.9 Prior to commencing annual leave employees shall be paid for such period of annual leave at their ordinary rate which shall include the following payments in respect of continuous periods of acting-in-higher during the 52 week period for which the annual leave was allowed:
- (a) Employees on 38 hour/nineteen day cycle or block book off systems:

From 497 to 992 hours acting in higher	25% at higher rate
From 993 to 1,488 hours acting in higher	50% at higher rate
From 1,489 to 1,836 hours acting in higher	75% at higher rate
From 1,837 to 1,984 hours acting in higher	100% at higher rate
 - (b) Employees working ten shifts each fortnight:

From 65 to 129 hours acting in higher	25% at higher rate
From 130 to 194 hours acting in higher	50% at higher rate
From 195 to 241 hours acting in higher	75% at higher rate
From 242 to 260 hours acting in higher	100% at higher rate
 - (c) Employees working twelve shifts each fortnight:

From 78 to 155 hours acting in higher	25% at higher rate
From 156 to 234 hours acting in higher	50% at higher rate
From 235 to 289 hours acting in higher	75% at higher rate
From 290 to 313 hours acting in higher	100% at higher rate

- 10.10 Where an employee acts in more than one higher grade or class and the accumulated time of the highest classification does not allow for any entitlement at that classification, the time so acted is to be added to the next highest and so on.
- 10.11 Employees shall be entitled to payment in lieu of untaken accrued annual leave upon termination of their employment for whatever reason.
- 10.12 In addition to any other sum payable for annual leave, employees shall be entitled to an annual leave loading of 17.5% of the salary of the employee as the date of accrual of the leave entitlement.
- 10.13 Employees entitled to 190 hours annual leave shall be entitled to a loading of 20% of the salary of the employee as at the date of accrual of the leave entitlement.

Appendix Five - Professional Officers

APPLICATION OF APPENDIX

This Appendix is based on clauses of the Railways Professional Officers Award 2002. This Appendix applies only to employees to whom it is expressed to apply in the "Appendices" clause of the relevant Parts of this Agreement.

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1 DEFINITIONS

- 1.1 Professional Engineering **Duties** shall mean duties carried out by a person in any particular employment the adequate discharge of any portion of which duties requires qualifications of the officer as (or at least equal to those of) a Graduate member of The Institution of Engineers, Australia.
- 1.2 **Professional Engineer** shall mean an adult person qualified to carry out professional engineering duties as above defined The **term professional engineer** shall embrace and include **qualified engineer** and **experienced engineer** as defined
- 1.3 **Qualified Engineer** shall mean a **professional engineer** other than an **experienced engineer** as defined, that is, it shall mean a person who is or is qualified to become a Graduate member of The Institution of Engineers, Australia
- 1.4 **Graduate** shall mean a **Qualified Engineer** who is the holder of a University Degree (four or five year course) recognised by the Institution of Engineers, Australia, or is the holder of a degree, diploma or other testamur which:
 - (a) has been issued by a Technical University, an Institute of Technology, a European technical high school (Technische Hochschule) or Polytechnic, or other similar educational establishment;

- (b) and is recognised by the Institution as attaining a standard similar to a university degree;
- (c) and has been issued following:
 - (i) a course of not less than four years duration for a full-time course after a standard of secondary education not less than the standard of examination for matriculation to an Australian University; or
 - (ii) a part-time course of sufficient duration to attain a similar standard as a four years full-time course, after a similar standard of secondary education.

1.5 **Experienced Engineer** shall mean a professional engineer with the qualifications as set out in 1.4(a) to 1.4(c) in any particular employment the adequate discharge of any portion of the duties of which employment requires qualifications of the officer as (or at least equal to those of) a Member of The Institution of Engineers, Australia

- (a) that he/she is a Member of the said Institution, or.
- (b) that he/she, having graduated in a four year or a five year course at a University recognised by the said Institution, has had four years experience on professional engineering duties since becoming a Qualified engineer, or
- (c) that he/she, not having so graduated has had five years of such experience

1.6 **Division** appearing in this Part of this Appendix (Appendix Five) means the first, second, third, fourth, fifth, sixth, seventh and eighth year of service of an officer in the grade in which he/she is employed.

1.7 **Year of service**, means the continuous service of an officer in the grade in which he/she is employed, either before or after the making of this Appendix (Appendix Five).

1.8 **Stand alone** means that the payment provided shall be made in addition to other payments provided and shall not count towards, or in the make-up of, other payments.

1.9 The **daily rate** of an officer shall be ascertained by dividing the annual salary by the number of week days in the particular year.

1.10 The **hourly rate** of an officer shall be ascertained by dividing twelve times the daily rate by the ordinary hours of duty per fortnight.

2 **EMPLOYEES REQUIRED TO WORK ON A PUBLIC HOLIDAY**

2.1 An employee who is rostered to work on a public holiday (other than a Sunday) shall, in addition to receiving a day's leave of absence, be paid at the rate of time and a half for the time worked. Provided that as an alternative to a day's leave of absence, the employee may elect to be paid for the day in addition to payment at the rate of time and a half for the time worked.

2.2 An employee who works on a public holiday falling on a Sunday or works on a public holiday that they are not rostered to work shall be paid for the time worked at the rate of double time and a half.

2.3 The provision of leave of absence outlined in subclause 2.1 does not apply to employees who are not available for duty on the holiday except those who are ill for a continuous period not exceeding a week, or where duty is resumed on the first working day after the holiday, or those on annual leave or accident leave with pay.

2.4 Pay for one day's leave of absence means an amount equal to a tenth of the ordinary hours of duty per fortnight.

3 STAND DOWN

Each officer ready, willing and available for all work offered shall be allotted each fortnight the full complement of standard hours prescribed herein provided that the Employer may deduct payment for any time during which an officer cannot be usefully employed in the class or grade of work in which he/she is usually employed because of any strike or lock-out by any persons whatsoever or through any breakdown in machinery or any failure or lack of power or any restriction or shortage of power, coal, gas, or materials or any other cause whatsoever for which Yarra Trams cannot justly be held responsible

4 MINIMUM TIME ALLOWANCE

Any officer who is directed to and actually undertakes duty on any day or shift shall be paid a minimum of three hours pay.

5 ACTING OR RELIEVING IN HIGHER POSITIONS

5.1 Subject to 5.3, any officer while required to perform the duties of a position higher than that in which he/she is classified shall be paid an allowance equal to the difference in rate between their ordinary salary and the minimum rate of salary for the higher position:

- (a) Where the minimum salary of such higher position does not exceed the amount specified in clause 6, payment is to be made:
 - (i) for all acting in such higher class involving a continuous period of more than five days; or
 - (ii) after completion of ten days (non-continuous) in such higher position within a period of twelve calendar months.
- (b) Where the salary of the officer acting in the higher position does not exceed the amount as contained in clause 6 and the higher position in which he/she is acting is above the salary limitation as specified in that clause, payment is to be made:
 - (i) for all acting in such higher class involving a continuous period of at least ten days; or
 - (ii) after completion of fifteen days (non-continuous) in such higher class within a period of twelve calendar months.
- (c) Provided that in computing the period of acting in a higher position any period of less than one day shall be disregarded.

5.2 Subject to 5.4:

- (a) any officer after having performed the duties of a higher grade or class for twelve calendar months, either continuously or non-continuously within a period of two years, shall, while performing such duties, be paid the equivalent of the next sub-divisional rate (if any) of salary prescribed for such higher grade or class;
- (b) where an officer has qualified for the payment of an advanced sub-division and is subsequently required to perform again the duties of such higher grade or class, he/she shall be paid the rate he/she was receiving when last relieving or acting in such grade or class unless within the previous five years he/she has failed to relieve or act (continuously or non-continuously) in such higher grade or class for a period of one year.

5.3 Any additional payments under this clause shall be subject to a certificate from Yarra Trams to the effect that the officer concerned is performing the normal duties of the position in which he/she is acting.

5.4 Yarra Trams shall reclassify any officer to a personal classification at the level of the higher position in which an officer has acted in for any period or periods which amount to six months or greater than six months (in any continuous twelve month period) provided that the higher position does not have a permanent incumbent appointed to it and is a vacant position.

5.5 Should an officer be appointed to a personal classification in accordance with the above criteria Yarra Trams shall not reduce the officer's personal classification back to the officer's former classification level for the reason that the higher position has been restructured or abolished.

6 LIMITATION OF APPLICATION

With the exception of the following clauses, Travelling and incidental expenses, Ordinary hours, Annual leave, Personal leave and Parental leave, the conditions of employment included in this Part will not apply to any officer in receipt of a salary in excess of the maximum prescribed for Professional Engineer, Class 3.

7 MAKE-UP TIME

An officer may elect, with the consent of Yarra Trams, to work make up time where they take time off ordinary hours and works those hours at a later time.

8 SATURDAY, SUNDAY WORK

8.1 Ordinary time worked on a Saturday shall be paid for at the rate of time and a half

8.2 Time worked by an officer between midnight on Saturday and midnight on Sunday shall be paid for at the rate of double time. Such Sunday time shall stand alone and shall not be taken into consideration in the computation of overtime.

9 OVERTIME

9.1 For all work done outside ordinary hours the rates of pay shall be time and a half for the first three hours and double time thereafter, such double time to continue until the completion of the overtime work.

9.2 For the purpose of this clause ordinary hours shall mean the hours worked fixed in accordance with the hours of work clause of Part One.

9.3 Time off in lieu

- (a) An officer may elect, with the consent of Yarra Trams, to take time off in lieu of payment for overtime at a time or times agreed with Yarra Trams
- (b) Overtime taken as time off during ordinary time hours shall be taken at the ordinary time rate, that is an hour for each hour worked.
- (c) Yarra Trams shall, if requested by an officer, provide payment, at the rate provided for the payment of overtime in this Appendix, for any overtime
- (d) worked under 9.1 where such time has not been taken within four weeks of accrual.
- (e) Subject to the exceptions prescribed in clause 10, extra rates, including extra rates known as penalty rates, in this part of this Appendix are not cumulative so as to exceed the maximum of double the ordinary rates. Overtime shall not be paid for twice but shall be paid for at the method prescribed herein that is to the officer's advantage.

10 LIMITATION OF PENALTY PAYMENTS

Where an officer's salary exceeds 93 per centum of the maximum of Professional Engineer, Class 3 the calculation of total payments for overtime (including any time which stands alone) and the allowances for ordinary time that may be worked on Sundays, Saturdays and public holidays shall be made at a rate of salary representing 93 per centum of the maximum rate prescribed for a Professional Engineer, Class 3 .

11 ANNUAL LEAVE

- (a) For the purpose of calculating an employees annual leave accrual, continuous service shall include the following:
- (b) Absence on accident pay or work cover.
- (c) Absence on paid leave.
- (d) Authorised leave without pay up to twelve continuous weeks provided that for any authorised leave without pay exceeding twelve continuous weeks the annual leave entitlement shall be reduced as follows:
 - (i) More than twelve weeks but less 24 weeks - one quarter.
 - (ii) 24 weeks but less than 36 weeks - one half.

- (iii) 36 weeks but less than 52 weeks - three quarters
- (iv) 52 weeks or more - all leave due.

- 11.1 Where absences are deemed not to contribute to continuity of service Yarra Trams shall notify employees in writing of that occurrence during such absence or within fourteen days of the end of such absence.
- 11.2 To assist employees in balancing their work and family responsibilities, an employee may elect, with the consent of their employer to accrue annual leave and shall be taken within 104 weeks of the date when it became, or becomes, due.
- 11.3 If at the end of the 104 week period the annual leave entitlement has not been taken employees concerned shall be rostered off duty on annual leave.
- 11.4 Employees shall be given as far as is practicable one month's notice of the date on which annual leave is to commence.
- 11.5 Annual leave shall be taken in a continuous period or in two separate periods, one of which shall not be less than seven consecutive days including non-working days unless Yarra Trams and an employee agrees otherwise.
- 11.6 To assist employees in balancing their work and family responsibilities, employees may elect, with the prior consent of Yarra Trams, to take annual leave in single day periods not exceeding ten days in any calendar year at a time or times agreed between them and to defer payment of the annual leave loading in respect of single day absences, until at least five consecutive annual leave days are taken.
- 11.7 Yarra Trams may allow employees to take annual leave either wholly or partly prior to the employees' right thereto provided that, in such circumstances, it is expected the qualifying period for further annual leave may not commence until the expiration of the 52 weeks in respect of which the annual leave so allowed was granted.
- 11.8 Where employees takes annual leave in advance and their services are terminated prior to the employee accruing an entitlement to all of the period of annual leave taken in advance, Yarra Trams may deduct from whatever remuneration is payable upon termination of employment, the amount of annual leave owed by the employee.
- 11.9 Annual leave shall be taken and payment shall not be made, or accepted, in lieu of such annual leave save upon termination of employment.
- 11.10 Prior to commencing annual leave employees shall be paid for such period of annual leave at their ordinary rate which shall include the following payments in respect of continuous periods of acting-in-higher during the 52 week period for which the annual leave was allowed:
- (a) Employees on 38 hour/nineteen day cycle:

From 497 to 992 hours acting in higher	25% at higher rate
From 993 to 1,488 hours acting in higher	50% at higher rate
From 1,489 to 1,836 hours acting in higher	75% at higher rate
From 1,837 to 1,984 hours acting in higher	100% at higher rate
 - (b) Employees working ten shifts each fortnight:

From 65 to 129 hours acting in higher	25% at higher rate
From 130 to 194 hours acting in higher	50% at higher rate
From 195 to 241 hours acting in higher	75% at higher rate
From 242 to 260 hours acting in higher	100% at higher rate

- 11.11 Where an employee acts in more than one higher grade or class and the accumulated time of the highest classification does not allow for any entitlement at that classification, the time so acted is to be added to the next highest and so on.
- 11.12 Employees shall be entitled to payment in lieu of untaken accrued annual leave upon termination of their employment for whatever reason.
- 11.13 In addition to any other sum payable for annual leave, employees shall be entitled to an annual leave loading of 17.5% of the salary of the employee as the date of accrual of the leave entitlement.
- 11.14 Employees entitled to 190 hours annual leave shall be entitled to a loading of 20% of the salary of the employee as at the date of accrual of the leave entitlement.
- 11.15 For the purpose of this clause a shift worker shall be defined as an officer working to a roster of changing shifts one or more of which involves duty between 8.00 p.m. and 6.00 a.m. and in addition involves work on Sundays and/or public holidays as part of the regular roster pattern.

Appendix Six - Annualised Salary Agreement (ASA)

APPLICATION OF APPENDIX

Subject to the approval of Yarra Trams, an employee covered under Part Four of this Agreement may be offered employment on, or have their terms and conditions of employment covered under the terms of an Annualised Salary Agreement (**ASA**).

Where an employee chooses this option the net effect is as follows:

- The term of the ASA is for a minimum period of operation of three years, or a longer period as agreed between the parties.
- An ASA does not amount to a contracting out of the Yarra Trams Enterprise Agreement 2019.

The Yarra Trams Enterprise Agreement 2019 shall, for the purposes of the Fair Work Act 2009 and relevant regulations, continue to bind Yarra Trams in relation to the wages and conditions of the employment of employees who elect to enter into an ASA and those employees shall continue to be employed under this Agreement for the purpose of the Act and Regulations.

Where there is an inconsistency between the Yarra Trams Enterprise Agreement 2015 Rolling Stock, Administration, Technical & Professional and the ASA then the ASA will apply to the extent of any inconsistency. By way of example, wage increases in this Agreement will not apply as these are dealt with under clauses of Remuneration and Salary Review in the ASA.

ANNUALISED SALARY AGREEMENT

This Annualised Salary Agreement (ASA) is made on the *(insert day)* day of *(insert month)*, *(insert year)* between *(insert name of employer)* (Employer) and *(insert name of employee)* (Employee) pursuant to the Yarra Trams Enterprise Agreement 2019, Rolling Stock, Administration, Technical & Professional and replaces any previous contract of employment. It includes all terms and conditions of employment and prevails over the Yarra Trams Enterprise Agreement 2012. Where this Annualised Salary Agreement does not contain a provision, other than those provisions already contemplated in the annual salary package, that is included in the Yarra Trams Enterprise Agreement 2019, Rolling Stock, Administration, Technical & Professional the provisions of the Yarra Trams Enterprise Agreement 2019 shall apply.

1 Term of Agreement

This Agreement operates from the date of signing by Yarra Trams and the Employee, or another date as agreed between the parties.

The Agreement operates for a minimum period of three (3) years, or for a longer period as otherwise agreed between Yarra Trams and the employee.

On its expiry, unless rescinded under clause 17, the Agreement will continue

2 Position Responsibilities

The Employee is hereby appointed to the position of *(insert position title)* reporting to the *(insert managers title or position)*. The duties and responsibilities of the position are set out in the attached Position Description.

3 Continuity of Service

This Annualised Salary Agreement will take effect from *(insert effective date)*. Employment benefits including Annual Leave, Sick Leave, Long Service Leave, and Superannuation accrued with Yarra Trams under previous Employment Agreements or contracts will be retained and credited to the same benefits under this Agreement.

4 Location

The initial location of the employment is *(insert work location)*. It is a condition of employment that the location of the employment may be changed, subject to reasonable notice, which shall not be less than two weeks.

5 Remuneration

The salary will be *(insert annual salary value)* per annum (plus superannuation) paid monthly on or about the 15th day of each month by Electronic Funds Transfer directly into a nominated account. There is no entitlement to any wage increases or bonuses that apply under the Yarra Trams Enterprise Agreement 2019. The salary package includes compensation for this.

6 Annual Review

It is agreed that an annual Performance Review will take place to evaluate the Employee's achievement of Key Performance Indicators and performance objectives.

7 Superannuation

Yarra Trams will contribute to the *(insert name of Superannuation scheme)* such percentage as required by the *(insert name of Superannuation legislation)*. Additional contributions may be made by the employee to the *(insert name of Superannuation scheme)* by arrangement with the Paymaster. The Paymaster must be advised so that suitable information can be made available and the necessary arrangements put in place.

8 Hours of Work

The core business hours are from Monday to Friday comprising 8:30am to 5:00pm. Additional reasonable hours, including overtime hours may be required from time to time and are compensated for in the total salary package

9 Programmed Leisure Days

There is no entitlement to Programmed Leisure Days. The salary package includes compensation for this.

10 Leave

Paid Annual Leave totalling four (4) weeks per annum will be granted at a mutually convenient time. Leave may be taken in two or more periods. Annual Leave Loading will not be separately paid as the salary package includes compensation for this.

Yarra Trams reduces operations during the Christmas period for two (2) weeks, inclusive of public holidays, and unless the Employee is required by his/her Manager to work during this period, the Employee will also be required to take one of the periods of annual leave at this time. The accumulation of large amounts of annual leave is not permitted, and unless otherwise agreed leave must be taken within twelve months of it

becoming due. This is a mutual obligation on both Yarra Trams (to grant the leave) and the Employee (to take the leave).

Paid Sick Leave (Personal Leave) of ten (10) working days maximum per annum due to personal illness will be granted, the unused portion of which shall be cumulative. Untaken sick leave is not paid on termination. All other conditions for the utilisation of sick leave shall be as per the Yarra Trams Enterprise Agreement **2012**.

11 Employee Travel

The Employee will be personally issued with an authority for travel on public transport in the State of Victoria. Conditions pertaining to employee travel are detailed in the Yarra Trams' Personnel Policies and Practices Manual. Entitlement to other travel passes will apply as prescribed by the Enterprise Bargaining Agreement.

12 House Rules and Safety Standards

A copy of Yarra Trams Quality, Environment and Safety Induction Handbook accompanies is attached and forms a part of the Contract of Employment. The Employee is expected to read and become familiar with its contents.

Yarra Trams has established safety policies and standards that are designed to provide all employees and visitors to our workplaces with a safe and healthy working environment, consistent with Yarra Tram's obligations at law. Compliance with all site rules and safety standards and any revisions or additions that may be made from time to time are a condition of employment.

13 Dress Code / Personal Protective Equipment

The wearing appropriate and adequate clothing and footwear to suit the nature of the work performed and the location where that work is performed is a condition of employment.

Yarra Trams will provide all necessary personal protective equipment to enable work to be performed in a manner that protects health and safety. It is a requirement of employment to wear such equipment when it is appropriate to do so and to apply due diligence to its care and maintenance.

14 Training

It is a condition of employment that the Employee undertakes skills enhancement and training programs consistent with the needs of Yarra Trams.

15 Information Technology, Conflict of Interest and Intellectual Property

Yarra Trams has Information Technology, Conflict of Interest and Intellectual Property policies, the acceptance and observance of which are conditions of employment. The Employee must sign the attached Information Security and Conflict of Interest Agreement.

The Employee shall hold in confidence and not to disclose to any party information of a confidential nature, which is not generally available to the public. This undertaking relates to any commercial, financial, marketing or technical information including designs, processes and procedures associated to which the Employees becomes aware of in the course of employment with Yarra Trams.

Copyright of all drawings, reports, specifications, calculations and other documents prepared or contributed to by the employee during employment with Yarra Trams shall be vested exclusively in Yarra Trams.

Any right to intellectual property (being any letters patent, registered design, trademark or name, copyright or other protected right) in any confidential information, sketches, plans, drawings, specifications, designs, inventions, techniques, calculations, estimates, reports, computer programs and in all other documents produced or developed during employment with Yarra Trams or provided by Yarra Trams for the purpose of carrying out the duties of the employment agreement shall remain vested exclusively in Yarra Trams.

The obligation of confidentiality under this Contract shall survive beyond the expiry of this Contract.

16 Change of Address

Any change of address shall be notified the Manager and the Paymaster as soon as it is practicable to do so.

17 Right to Rescind the Annualised Salary Agreement

This Agreement can be terminated:

- (a) by either the employee, or the employer, giving written notice of not more than 28 days; or
- (b) by the employee and the employer at any time if they agree, in writing, to the termination.

At the end the ASA term, should the Employee no longer wish this Annualised Salary Agreement to determine the terms and conditions of employment, an application may be lodged with the Manager Human Resources, giving 28 days notice of the employees intention to rescind this Agreement.

Where an election to rescind is not actioned by the employee, the Agreement will continue to operate for another three (3) year term.

If the Annualised Salary Agreement is rescinded, the Yarra Trams Enterprise Agreement 2012, pursuant to which this Annualised Salary Agreement was made will determine the terms and conditions of employment.

Before this Annualised Salary Agreement is rescinded, the classification of the position to which the Employee is returned to must be agreed, unless already stated in the Fair Compensation clause contained in Schedule A to this Appendix 6.

In the event of a dispute, the matter will be dealt with in accordance with the dispute settlement procedure of the Yarra Trams Enterprise Agreement 2012 pursuant to which this Annualised Salary Agreement was made.

18 Termination of Employment

Either party may terminate this contract of employment by giving one month notice in writing. In the case of termination of this contract by Yarra Trams, Yarra Trams may at its option pay the Employee an amount equal to one month's salary. This does not prevent or limit in any way Yarra Trams' right to summarily dismiss for misconduct,

failure to obey lawful orders or directions or neglect of duty. Breaches of confidentiality or information security are a basis for immediate termination.

19 Duties in Employment

Yarra Trams expects that the Employee will devote such time and attention to the faithful and diligent performance of the duties as are within the Employee's competence and training as Yarra Trams may require from time to time. The Employee is expected to promote the interests of Yarra Trams and protect its property. Yarra Trams' policies other than those specifically here referenced as they apply to the employment are detailed in the Yarra Trams' Personnel Policies and Practices Manual and the Employee is expected to become familiar with such policies and to comply with them in so far as they are applicable to the Employment. Yarra Trams reserves the right to review and revise these policies from time to time.

20 Covenant

The Employee will not during the period of two years after the termination or expiration of the employment (however occurring) induce or attempt to induce (either directly or through another person) any employee of Yarra Trams to cease employment with Yarra Trams.

21 Anti-Discrimination and Equal Employment Opportunity

Yarra Trams is aware of, and complies with, all applicable Anti-Discrimination and Equal Employment Opportunity/Affirmative Action legislation.

22 Designated Award

Schedule A to this Appendix 6 contains reference to the respective Part and Appendix of the Yarra Trams Enterprise Agreement 2012, and the notional classification and level used for the purpose of determining fair compensation for the exclusion or modification of Agreement terms and conditions under the provisions of the Fair Work Act, 2009.

23 Acceptance

The parties to this Annualised Salary Agreement hereby accept its terms and conditions.

Dated: /_____/

Signed: _____
Employee

Witness: _____

Signed: _____
For and on behalf of Yarra Trams

Witness: _____

SCHEDULE A to this Appendix 6

Annual Base Salary	\$
Superannuation	\$
Total Remuneration	\$

Performance Bonus

In recognition of the important contribution that you can make to the success of Yarra Trams it is agreed that a performance bonus of *(insert bonus %)* will be available to be paid on the Employee's annual base salary of *(insert annual salary amount)* per annum. It is agreed that within three (3) months of the commencement of this Agreement, the Employee will sit with his/her Manager and agree to the basis of the Bonus Structure and Key Performance Indicators, which will be consistent with the position description attached.

Fair Compensation

The following are to be used for the purposes of calculating fair compensation under the provisions of the Fair Work Act 2009:

Position Classification - *(insert nominal classification)*

Yarra Trams Enterprise Agreement 2015 Part - *(insert Part One to Five)*

Yarra Trams Enterprise Agreement 2015 Appendix - *(insert Appendix One to Five)*

Signatures

For and on behalf of **Yarra Trams**:

Signature: _____

Name (please print): _____

Date: _____

Capacity: Employer Bargaining Representative

Address: Level 3/555 Bourke Street, Melbourne VIC 3000

For the **Rail Tram and Bus Union**:

Signature: _____

Name (please print): _____

Date: _____

Capacity: Employee Bargaining Representative

Address: _____

For the **Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia**:

Signature: _____

Name (please print): _____

Date: _____

Capacity: Employee Bargaining Representative

Address: _____

For the **Australian Manufacturing Workers' Union**:

Signature: _____

Name (please print): _____

Date: _____

Capacity: Employee Bargaining Representative

Address: _____

For the **Professionals Australia** :

Signature: _____

Name (please print): _____

Date: _____

Capacity: Employee Bargaining Representative

Address: _____

Schedule A - Wage Schedule – All Other Classifications

PART 2 & 3	Jul-19	Jan-20	Jul-20	Jan-21	Jul-21	Jan-22	Jul-22	Jan-23
Higher Engineering Tradesperson and Special Class Level II (C7)	\$1,793.00	\$1,819.90	\$ 1,819.90	\$ 1,819.90	\$ 1,847.20	\$ 1,874.90	\$ 1,903.00	\$ 1,931.50
Engineering Tradesperson - Special Class Level I (C8)	\$1,714.90	\$ 1,740.60	\$ 1,740.60	\$ 1,740.60	\$ 1,766.70	\$ 1,793.20	\$ 1,820.10	\$ 1,847.40
Engineering Tradesperson - Level I (C9)	\$1,637.00	\$1,661.60	\$ 1,661.60	\$ 1,661.60	\$ 1,686.50	\$ 1,711.80	\$ 1,737.50	\$ 1,763.60
Engineering Tradesperson - Level II (C10)	\$1,559.00	\$1,582.40	\$ 1,582.40	\$ 1,582.40	\$ 1,606.10	\$ 1,630.20	\$ 1,654.70	\$ 1,679.50
Engineering Employee - Level III (C11)	\$1,440.60	\$ 1,462.20	\$ 1,462.20	\$ 1,462.20	\$ 1,484.10	\$ 1,506.40	\$ 1,529.00	\$ 1,551.90
Engineering Employee - Level IV (C12)	\$1,362.50	\$ 1,382.90	\$ 1,382.90	\$ 1,382.90	\$ 1,403.60	\$ 1,424.70	\$ 1,446.10	\$ 1,467.80
Motor Vehicle Driver	\$1,477.66	\$1,499.82	\$1,499.82	\$1,499.82	\$1,522.32	\$1,545.15	\$1,568.33	\$1,591.86
PART 4								
Assistant Stores Officer	\$1,219.90	\$1,238.20	\$ 1,238.20	\$ 1,238.20	\$ 1,256.80	\$ 1,275.70	\$ 1,294.80	\$ 1,314.20
Stores Officer Year 1	\$1,261.90	\$1,280.80	\$ 1,280.80	\$ 1,280.80	\$ 1,300.00	\$ 1,319.50	\$ 1,339.30	\$ 1,359.40
Stores Officer Year 2	\$1,304.40	\$1,324.00	\$ 1,324.00	\$ 1,324.00	\$ 1,343.90	\$ 1,364.10	\$ 1,384.60	\$ 1,405.40
Stores Officer Year 3	\$1,346.90	\$1,367.10	\$ 1,367.10	\$ 1,367.10	\$ 1,387.60	\$ 1,408.40	\$ 1,429.50	\$ 1,450.90
Stores Officer Senior	\$1,389.10	\$1,409.90	\$ 1,409.90	\$ 1,409.90	\$ 1,431.00	\$ 1,452.50	\$ 1,474.30	\$ 1,496.40
Foreman Grade 1 Year 1	\$1,292.30	\$1,311.70	\$ 1,311.70	\$ 1,311.70	\$ 1,331.40	\$ 1,351.40	\$ 1,371.70	\$ 1,392.30
Foreman Grade 1 Year 2	\$1,352.50	\$1,372.80	\$ 1,372.80	\$ 1,372.80	\$ 1,393.40	\$ 1,414.30	\$ 1,435.50	\$ 1,457.00
Foreman Grade 1 Year 3	\$1,440.20	\$1,461.80	\$ 1,461.80	\$ 1,461.80	\$ 1,483.70	\$ 1,506.00	\$ 1,528.60	\$ 1,551.50
Foreman Grade 2 Year 1	\$1,543.80	\$1,567.00	\$ 1,567.00	\$ 1,567.00	\$ 1,590.50	\$ 1,614.40	\$ 1,638.60	\$ 1,663.20
Foreman Grade 2 Year 2	\$1,577.50	\$1,601.20	\$ 1,601.20	\$ 1,601.20	\$ 1,625.20	\$ 1,649.60	\$ 1,674.30	\$ 1,699.40
Foreman Grade 3 Year 1	\$1,625.70	\$1,650.10	\$ 1,650.10	\$ 1,650.10	\$ 1,674.90	\$ 1,700.00	\$ 1,725.50	\$ 1,751.40
Foreman Grade 3 Year 2	\$1,673.90	\$1,699.00	\$ 1,699.00	\$ 1,699.00	\$ 1,724.50	\$ 1,750.40	\$ 1,776.70	\$ 1,803.40
Foreman Grade 4 Year 1	\$1,722.70	\$1,748.50	\$ 1,748.50	\$ 1,748.50	\$ 1,774.70	\$ 1,801.30	\$ 1,828.30	\$ 1,855.70
Foreman Grade 4 Year 2	\$1,784.70	\$1,811.50	\$ 1,811.50	\$ 1,811.50	\$ 1,838.70	\$ 1,866.30	\$ 1,894.30	\$ 1,922.70
Foreman Supervisor Class 1 Div. 1	\$1,336.00	\$1,356.00	\$ 1,356.00	\$ 1,356.00	\$ 1,376.30	\$ 1,396.90	\$ 1,417.90	\$ 1,439.20
Foreman Supervisor Class 1 Div. 2	\$1,366.80	\$1,387.30	\$ 1,387.30	\$ 1,387.30	\$ 1,408.10	\$ 1,429.20	\$ 1,450.60	\$ 1,472.40

Foreman Supervisor Class 2 Div. 1	\$1,403.40	\$1,424.50	\$ 1,424.50	\$ 1,424.50	\$ 1,445.90	\$ 1,467.60	\$ 1,489.60	\$ 1,511.90
Foreman Supervisor Class 2 Div. 2	\$1,434.60	\$1,456.10	\$ 1,456.10	\$ 1,456.10	\$ 1,477.90	\$ 1,500.10	\$ 1,522.60	\$ 1,545.40
Foreman Supervisor Class 3 Div. 1	\$1,471.30	\$1,493.40	\$ 1,493.40	\$ 1,493.40	\$ 1,515.80	\$ 1,538.50	\$ 1,561.60	\$ 1,585.00
Foreman Supervisor Class 3 Div. 2	\$1,502.50	\$1,525.00	\$ 1,525.00	\$ 1,525.00	\$ 1,547.90	\$ 1,571.10	\$ 1,594.70	\$ 1,618.60
Foreman Supervisor Class 4 Div. 1	\$1,538.80	\$1,561.90	\$ 1,561.90	\$ 1,561.90	\$ 1,585.30	\$ 1,609.10	\$ 1,633.20	\$ 1,657.70
Foreman Supervisor Class 4 Div. 2	\$1,571.00	\$1,594.60	\$ 1,594.60	\$ 1,594.60	\$ 1,618.50	\$ 1,642.80	\$ 1,667.40	\$ 1,692.40
Foreman Supervisor Class 5 Div. 1	\$1,609.40	\$1,633.50	\$ 1,633.50	\$ 1,633.50	\$ 1,658.00	\$ 1,682.90	\$ 1,708.10	\$ 1,733.70
Foreman Supervisor Class 5 Div. 2	\$1,642.60	\$1,667.20	\$ 1,667.20	\$ 1,667.20	\$ 1,692.20	\$ 1,717.60	\$ 1,743.40	\$ 1,769.60
Foreman Supervisor Class 6 Div. 1	\$1,681.20	\$1,706.40	\$ 1,706.40	\$ 1,706.40	\$ 1,732.00	\$ 1,758.00	\$ 1,784.40	\$ 1,811.20
Foreman Supervisor Class 6 Div. 2	\$1,714.50	\$1,740.20	\$ 1,740.20	\$ 1,740.20	\$ 1,766.30	\$ 1,792.80	\$ 1,819.70	\$ 1,847.00
Foreman Supervisor Class 7 Div. 1	\$1,752.80	\$1,779.10	\$ 1,779.10	\$ 1,779.10	\$ 1,805.80	\$ 1,832.90	\$ 1,860.40	\$ 1,888.30
Foreman Supervisor Class 7 Div. 2	\$1,786.30	\$1,813.10	\$ 1,813.10	\$ 1,813.10	\$ 1,840.30	\$ 1,867.90	\$ 1,895.90	\$ 1,924.30
Foreman Supervisor Class 8 Div. 1	\$1,825.00	\$1,852.40	\$ 1,852.40	\$ 1,852.40	\$ 1,880.20	\$ 1,908.40	\$ 1,937.00	\$ 1,966.10
Foreman Supervisor Class 8 Div. 2	\$1,858.00	\$ 1,885.90	\$ 1,885.90	\$ 1,885.90	\$ 1,914.20	\$ 1,942.90	\$ 1,972.00	\$ 2,001.60
Foreman Artisan Grade 1 Year 1	\$1,554.30	\$1,577.60	\$ 1,577.60	\$ 1,577.60	\$ 1,601.30	\$ 1,625.30	\$ 1,649.70	\$ 1,674.40
Foreman Artisan Grade 1 Year 2	\$1,625.00	\$ 1,649.40	\$ 1,649.40	\$ 1,649.40	\$ 1,674.10	\$ 1,699.20	\$ 1,724.70	\$ 1,750.60
Foreman Artisan Grade 2 Year 1	\$1,648.10	\$1,672.80	\$ 1,672.80	\$ 1,672.80	\$ 1,697.90	\$ 1,723.40	\$ 1,749.30	\$ 1,775.50
Foreman Artisan Grade 2 Year 2	\$1,672.70	\$1,697.80	\$ 1,697.80	\$ 1,697.80	\$ 1,723.30	\$ 1,749.10	\$ 1,775.30	\$ 1,801.90
Foreman Artisan Grade 3 Year 1	\$1,803.90	\$1,831.00	\$ 1,831.00	\$ 1,831.00	\$ 1,858.50	\$ 1,886.40	\$ 1,914.70	\$ 1,943.40
Foreman Artisan Grade 3 Year 2	\$1,876.00	\$1,904.10	\$ 1,904.10	\$ 1,904.10	\$ 1,932.70	\$ 1,961.70	\$ 1,991.10	\$ 2,021.00
Foreman Artisan Grade 4 Year 1	\$1,989.70	\$2,019.50	\$ 2,019.50	\$ 2,019.50	\$ 2,049.80	\$ 2,080.50	\$ 2,111.70	\$ 2,143.40
Foreman Artisan Grade 4 Year 2	\$2,060.70	\$2,091.60	\$ 2,091.60	\$ 2,091.60	\$ 2,123.00	\$ 2,154.80	\$ 2,187.10	\$ 2,219.90
Foreman Artisan Grade 5 Year 1	\$2,183.00	\$2,215.70	\$ 2,215.70	\$ 2,215.70	\$ 2,248.90	\$ 2,282.60	\$ 2,316.80	\$ 2,351.60
Foreman Artisan Grade 5 Year 2	\$2,223.00	\$2,256.30	\$ 2,256.30	\$ 2,256.30	\$ 2,290.10	\$ 2,324.50	\$ 2,359.40	\$ 2,394.80
Foreman Artisan Grade 5 Year 3	\$2,295.10	\$2,329.50	\$ 2,329.50	\$ 2,329.50	\$ 2,364.40	\$ 2,399.90	\$ 2,435.90	\$ 2,472.40
Technical Officer Class 1 Year 1	\$1,413.80	\$1,435.00	\$ 1,435.00	\$ 1,435.00	\$ 1,456.50	\$ 1,478.30	\$ 1,500.50	\$ 1,523.00
Technical Officer Class 1 Year 2	\$1,452.30	\$1,474.10	\$ 1,474.10	\$ 1,474.10	\$ 1,496.20	\$ 1,518.60	\$ 1,541.40	\$ 1,564.50
Technical Officer Class 1 Year 3	\$1,490.10	\$1,512.50	\$ 1,512.50	\$ 1,512.50	\$ 1,535.20	\$ 1,558.20	\$ 1,581.60	\$ 1,605.30

Technical Officer Class 1 Year 4	\$1,528.40	\$1,551.30	\$ 1,551.30	\$ 1,551.30	\$ 1,574.60	\$ 1,598.20	\$ 1,622.20	\$ 1,646.50
Technical Officer Class 1 Year 5	\$1,567.00	\$1,590.50	\$ 1,590.50	\$ 1,590.50	\$ 1,614.40	\$ 1,638.60	\$ 1,663.20	\$ 1,688.10
Technical Officer Class 1 Year 6	\$1,607.00	\$1,631.10	\$ 1,631.10	\$ 1,631.10	\$ 1,655.60	\$ 1,680.40	\$ 1,705.60	\$ 1,731.20
Technical Officer Class 1 Year?	\$1,647.50	\$1,672.20	\$ 1,672.20	\$ 1,672.20	\$ 1,697.30	\$ 1,722.80	\$ 1,748.60	\$ 1,774.80
Technical Officer Class 1 Year 8	\$1,687.80	\$1,713.10	\$ 1,713.10	\$ 1,713.10	\$ 1,738.80	\$ 1,764.90	\$ 1,791.40	\$ 1,818.30
Technical Officer Class 2 Year 1	\$1,729.90	\$1,755.80	\$ 1,755.80	\$ 1,755.80	\$ 1,782.10	\$ 1,808.80	\$ 1,835.90	\$ 1,863.40
Technical Officer Class 2 Year 2	\$1,773.10	\$1,799.70	\$ 1,799.70	\$ 1,799.70	\$ 1,826.70	\$ 1,854.10	\$ 1,881.90	\$ 1,910.10
Technical Officer Class 2 Year 3	\$1,833.40	\$1,860.90	\$ 1,860.90	\$ 1,860.90	\$ 1,888.80	\$ 1,917.10	\$ 1,945.90	\$ 1,975.10
Technical Officer Senior Class 1 Year 1	\$1,864.30	\$1,892.30	\$ 1,892.30	\$ 1,892.30	\$ 1,920.70	\$ 1,949.50	\$ 1,978.70	\$ 2,008.40
Technical Officer Senior Class 1 Year 2	\$1,912.80	\$1,941.50	\$ 1,941.50	\$ 1,941.50	\$ 1,970.60	\$ 2,000.20	\$ 2,030.20	\$ 2,060.70
Technical Officer Senior Class 1 Year 3	\$1,961.30	\$1,990.70	\$ 1,990.70	\$ 1,990.70	\$ 2,020.60	\$ 2,050.90	\$ 2,081.70	\$ 2,112.90
Technical Officer Senior Class 2 Year 1	\$2,014.00	\$2,044.20	\$ 2,044.20	\$ 2,044.20	\$ 2,074.90	\$ 2,106.00	\$ 2,137.60	\$ 2,169.70
Technical Officer Senior Class 2 Year 2	\$2,066.40	\$2,097.40	\$ 2,097.40	\$ 2,097.40	\$ 2,128.90	\$ 2,160.80	\$ 2,193.20	\$ 2,226.10
Technical Officer Senior Class 2 Year 3	\$2,119.00	\$2,150.80	\$ 2,150.80	\$ 2,150.80	\$ 2,183.10	\$ 2,215.80	\$ 2,249.00	\$ 2,282.70
Technical Officer Senior Class 3 Year 1	\$2,175.10	\$2,207.70	\$ 2,207.70	\$ 2,207.70	\$ 2,240.80	\$ 2,274.40	\$ 2,308.50	\$ 2,343.10
Technical Officer Senior Class 3 Year 2	\$2,230.70	\$2,264.20	\$ 2,264.20	\$ 2,264.20	\$ 2,298.20	\$ 2,332.70	\$ 2,367.70	\$ 2,403.20
Technical Officer Principal Year 1	\$2,286.80	\$2,321.10	\$ 2,321.10	\$ 2,321.10	\$ 2,355.90	\$ 2,391.20	\$ 2,427.10	\$ 2,463.50
Technical Officer Principal Year 2	\$2,342.40	\$2,377.50	\$ 2,377.50	\$ 2,377.50	\$ 2,413.20	\$ 2,449.40	\$ 2,486.10	\$ 2,523.40

Schedule B - Wage Schedule – Administration Officers, Senior Officers, Signal & Communications and Professional Engineers.

PART 3	Jul-19	Jan-20	Jul-20	Jan-21	Jul-21	Jan-22	Jul-22	Jan-23
Senior Signals and Communication Officer Class 1	\$ 2,217.80	\$ 2,251.10	\$ 2,284.90	\$ 2,319.20	\$ 2,354.00	\$ 2,389.30	\$ 2,425.10	\$ 2,461.50
Senior Signals and Communication Officer Class 2	\$ 2,351.00	\$ 2,386.30	\$ 2,422.10	\$ 2,458.40	\$ 2,495.30	\$ 2,532.70	\$ 2,570.70	\$ 2,609.30
Senior Signals and Communication Officer Class 3	\$ 2,462.90	\$ 2,499.80	\$ 2,537.30	\$ 2,575.40	\$ 2,614.00	\$ 2,653.20	\$ 2,693.00	\$ 2,733.40
Senior Signals and Communication Officer Class 4	\$ 2,596.10	\$ 2,635.00	\$ 2,674.50	\$ 2,714.60	\$ 2,755.30	\$ 2,796.60	\$ 2,838.50	\$ 2,881.10
Senior Signals and Communication Officer Class 5	\$ 2,729.00	\$ 2,769.90	\$ 2,811.40	\$ 2,853.60	\$ 2,896.40	\$ 2,939.80	\$ 2,983.90	\$ 3,028.70
Signals and Communication Officer Class 1	\$ 1,818.50	\$ 1,845.80	\$ 1,873.50	\$ 1,901.60	\$ 1,930.10	\$ 1,959.10	\$ 1,988.50	\$ 2,018.30
Signals and Communication Officer Class 2	\$ 1,951.50	\$ 1,980.80	\$ 2,010.50	\$ 2,040.70	\$ 2,071.30	\$ 2,102.40	\$ 2,133.90	\$ 2,165.90
Signals and Communication Officer Class 3	\$ 2,084.80	\$ 2,116.10	\$ 2,147.80	\$ 2,180.00	\$ 2,212.70	\$ 2,245.90	\$ 2,279.60	\$ 2,313.80
Signals and Communication Officer Class 4	\$ 2,217.80	\$ 2,251.10	\$ 2,284.90	\$ 2,319.20	\$ 2,354.00	\$ 2,389.30	\$ 2,425.10	\$ 2,461.50
Signals and Communication Officer Class 5	\$ 2,351.00	\$ 2,386.30	\$ 2,422.10	\$ 2,458.40	\$ 2,495.30	\$ 2,532.70	\$ 2,570.70	\$ 2,609.30
Signals and Communication Trainee Technician Year 1	\$ 1,332.10	\$ 1,352.10	\$ 1,372.40	\$ 1,393.00	\$ 1,413.90	\$ 1,435.10	\$ 1,456.60	\$ 1,478.40
Signals and Communication Trainee Technician Year 2	\$ 1,387.40	\$ 1,408.20	\$ 1,429.30	\$ 1,450.70	\$ 1,472.50	\$ 1,494.60	\$ 1,517.00	\$ 1,539.80

Signals and Communication Trainee Technician Year 3	\$ 1,445.10	\$ 1,466.80	\$ 1,488.80	\$ 1,511.10	\$ 1,533.80	\$ 1,556.80	\$ 1,580.20	\$ 1,603.90
Signals and Communication Trainee Technician Year 4	\$ 1,505.50	\$ 1,528.10	\$ 1,551.00	\$ 1,574.30	\$ 1,597.90	\$ 1,621.90	\$ 1,646.20	\$ 1,670.90
Signals and Communication Trainee Technician Year 5	\$ 1,818.50	\$ 1,845.80	\$ 1,873.50	\$ 1,901.60	\$ 1,930.10	\$ 1,959.10	\$ 1,988.50	\$ 2,018.30
PART 4	Jul-19	Jan-20	Jul-20	Jan-21	Jul-21	Jan-22	Jul-22	Jan-23
Administrative Officer Class 1 Div.1	\$ 1,193.00	\$ 1,210.90	\$ 1,229.10	\$ 1,247.50	\$ 1,266.20	\$ 1,285.20	\$ 1,304.50	\$ 1,324.10
Administrative Officer Class 1 Div.2	\$ 1,231.60	\$ 1,250.10	\$ 1,268.90	\$ 1,287.90	\$ 1,307.20	\$ 1,326.80	\$ 1,346.70	\$ 1,366.90
Administrative Officer Class 1 Div.3	\$ 1,269.70	\$ 1,288.70	\$ 1,308.00	\$ 1,327.60	\$ 1,347.50	\$ 1,367.70	\$ 1,388.20	\$ 1,409.00
Administrative Officer Class 1 Div.4	\$ 1,307.90	\$ 1,327.50	\$ 1,347.40	\$ 1,367.60	\$ 1,388.10	\$ 1,408.90	\$ 1,430.00	\$ 1,451.40
Administrative Officer Class 1 Div.5	\$ 1,345.90	\$ 1,366.10	\$ 1,386.60	\$ 1,407.40	\$ 1,428.50	\$ 1,449.90	\$ 1,471.60	\$ 1,493.70
Administrative Officer Class 1 Div.6	\$ 1,384.40	\$ 1,405.20	\$ 1,426.30	\$ 1,447.70	\$ 1,469.40	\$ 1,491.40	\$ 1,513.80	\$ 1,536.50
Administrative Officer Class 1 Div.7	\$ 1,422.50	\$ 1,443.80	\$ 1,465.50	\$ 1,487.50	\$ 1,509.80	\$ 1,532.40	\$ 1,555.40	\$ 1,578.70
Administrative Officer Class 2 Div.1	\$ 1,453.80	\$ 1,475.60	\$ 1,497.70	\$ 1,520.20	\$ 1,543.00	\$ 1,566.10	\$ 1,589.60	\$ 1,613.40
Administrative Officer Class 3 Div.1	\$ 1,484.80	\$ 1,507.10	\$ 1,529.70	\$ 1,552.60	\$ 1,575.90	\$ 1,599.50	\$ 1,623.50	\$ 1,647.90
Administrative Officer Class 3 Div.2	\$ 1,522.70	\$ 1,545.50	\$ 1,568.70	\$ 1,592.20	\$ 1,616.10	\$ 1,640.30	\$ 1,664.90	\$ 1,689.90
Administrative Officer Class 3 Div.3	\$ 1,561.40	\$ 1,584.80	\$ 1,608.60	\$ 1,632.70	\$ 1,657.20	\$ 1,682.10	\$ 1,707.30	\$ 1,732.90
Administrative Officer Class 4 Div.1	\$ 1,589.10	\$ 1,612.90	\$ 1,637.10	\$ 1,661.70	\$ 1,686.60	\$ 1,711.90	\$ 1,737.60	\$ 1,763.70
Administrative Officer Class 4 Div.2	\$ 1,628.90	\$ 1,653.30	\$ 1,678.10	\$ 1,703.30	\$ 1,728.80	\$ 1,754.70	\$ 1,781.00	\$ 1,807.70

Administrative Officer Class 4 Div.3	\$ 1,668.70	\$ 1,693.70	\$ 1,719.10	\$ 1,744.90	\$ 1,771.10	\$ 1,797.70	\$ 1,824.70	\$ 1,852.10
Administrative Officer Class 5 Div.1	\$ 1,696.80	\$ 1,722.30	\$ 1,748.10	\$ 1,774.30	\$ 1,800.90	\$ 1,827.90	\$ 1,855.30	\$ 1,883.10
Administrative Officer Class 5 Div.2	\$ 1,714.50	\$ 1,740.20	\$ 1,766.30	\$ 1,792.80	\$ 1,819.70	\$ 1,847.00	\$ 1,874.70	\$ 1,902.80
Administrative Officer Class 5 Div.3	\$ 1,731.90	\$ 1,757.90	\$ 1,784.30	\$ 1,811.10	\$ 1,838.30	\$ 1,865.90	\$ 1,893.90	\$ 1,922.30
Administrative Officer Class 6 Div.1	\$ 1,760.30	\$ 1,786.70	\$ 1,813.50	\$ 1,840.70	\$ 1,868.30	\$ 1,896.30	\$ 1,924.70	\$ 1,953.60
Administrative Officer Class 6 Div.2	\$ 1,801.20	\$ 1,828.20	\$ 1,855.60	\$ 1,883.40	\$ 1,911.70	\$ 1,940.40	\$ 1,969.50	\$ 1,999.00
Administrative Officer Class 6 Div.3	\$ 1,842.30	\$ 1,869.90	\$ 1,897.90	\$ 1,926.40	\$ 1,955.30	\$ 1,984.60	\$ 2,014.40	\$ 2,044.60
Administrative Officer Class 7 Div.1	\$ 1,870.60	\$ 1,898.70	\$ 1,927.20	\$ 1,956.10	\$ 1,985.40	\$ 2,015.20	\$ 2,045.40	\$ 2,076.10
Administrative Officer Class 7 Div.2	\$ 2,008.40	\$ 2,038.50	\$ 2,069.10	\$ 2,100.10	\$ 2,131.60	\$ 2,163.60	\$ 2,196.10	\$ 2,229.00
Administrative Officer Class 8 Div.1	\$ 2,046.40	\$ 2,077.10	\$ 2,108.30	\$ 2,139.90	\$ 2,172.00	\$ 2,204.60	\$ 2,237.70	\$ 2,271.30
Administrative Officer Class 8 Div.2	\$ 2,127.80	\$ 2,159.70	\$ 2,192.10	\$ 2,225.00	\$ 2,258.40	\$ 2,292.30	\$ 2,326.70	\$ 2,361.60
Administrative Officer Class 9 Div.1	\$ 2,156.30	\$ 2,188.60	\$ 2,221.40	\$ 2,254.70	\$ 2,288.50	\$ 2,322.80	\$ 2,357.60	\$ 2,393.00
Administrative Officer Class 9 Div.2	\$ 2,308.10	\$ 2,342.70	\$ 2,377.80	\$ 2,413.50	\$ 2,449.70	\$ 2,486.40	\$ 2,523.70	\$ 2,561.60
Administrative Officer Class 10 Div.1	\$ 2,386.70	\$ 2,422.50	\$ 2,458.80	\$ 2,495.70	\$ 2,533.10	\$ 2,571.10	\$ 2,609.70	\$ 2,648.80
Administrative Officer Class 10 Div.2	\$ 2,493.90	\$ 2,531.30	\$ 2,569.30	\$ 2,607.80	\$ 2,646.90	\$ 2,686.60	\$ 2,726.90	\$ 2,767.80
Administrative Officer Class 11 Div.1	\$ 2,667.60	\$ 2,707.60	\$ 2,748.20	\$ 2,789.40	\$ 2,831.20	\$ 2,873.70	\$ 2,916.80	\$ 2,960.60

Administrative Officer Class 11 Div.2	\$ 2,868.00	\$ 2,911.00	\$ 2,954.70	\$ 2,999.00	\$ 3,044.00	\$ 3,089.70	\$ 3,136.00	\$ 3,183.00
Administrative Officer Class 12 Div.1	\$ 2,968.50	\$ 3,013.00	\$ 3,058.20	\$ 3,104.10	\$ 3,150.70	\$ 3,198.00	\$ 3,246.00	\$ 3,294.70
Administrative Officer Class 12 Div.2	\$ 3,145.50	\$ 3,192.70	\$ 3,240.60	\$ 3,289.20	\$ 3,338.50	\$ 3,388.60	\$ 3,439.40	\$ 3,491.00
Senior Officer Div. 1	\$ 1,918.80	\$ 1,947.60	\$ 1,976.80	\$ 2,006.50	\$ 2,036.60	\$ 2,067.10	\$ 2,098.10	\$ 2,129.60
Senior Officer Div. 2	\$ 1,979.90	\$ 2,009.60	\$ 2,039.70	\$ 2,070.30	\$ 2,101.40	\$ 2,132.90	\$ 2,164.90	\$ 2,197.40
Senior Officer Div. 3	\$ 2,040.90	\$ 2,071.50	\$ 2,102.60	\$ 2,134.10	\$ 2,166.10	\$ 2,198.60	\$ 2,231.60	\$ 2,265.10
Senior Officer Div. 4	\$ 2,101.20	\$ 2,132.70	\$ 2,164.70	\$ 2,197.20	\$ 2,230.20	\$ 2,263.70	\$ 2,297.70	\$ 2,332.20
Senior Officer Div. 5	\$ 2,161.80	\$ 2,194.20	\$ 2,227.10	\$ 2,260.50	\$ 2,294.40	\$ 2,328.80	\$ 2,363.70	\$ 2,399.20
Senior Officer Div. 6	\$ 2,223.00	\$ 2,256.30	\$ 2,290.10	\$ 2,324.50	\$ 2,359.40	\$ 2,394.80	\$ 2,430.70	\$ 2,467.20
Senior Officer Div. 7	\$ 2,283.60	\$ 2,317.90	\$ 2,352.70	\$ 2,388.00	\$ 2,423.80	\$ 2,460.20	\$ 2,497.10	\$ 2,534.60
Senior Officer Div. 8	\$ 2,344.30	\$ 2,379.50	\$ 2,415.20	\$ 2,451.40	\$ 2,488.20	\$ 2,525.50	\$ 2,563.40	\$ 2,601.90
Senior Officer Div. 9	\$ 2,405.10	\$ 2,441.20	\$ 2,477.80	\$ 2,515.00	\$ 2,552.70	\$ 2,591.00	\$ 2,629.90	\$ 2,669.30
Senior Officer Div. 10	\$ 2,466.10	\$ 2,503.10	\$ 2,540.60	\$ 2,578.70	\$ 2,617.40	\$ 2,656.70	\$ 2,696.60	\$ 2,737.00
Senior Officer Div. 11	\$ 2,526.50	\$ 2,564.40	\$ 2,602.90	\$ 2,641.90	\$ 2,681.50	\$ 2,721.70	\$ 2,762.50	\$ 2,803.90
Senior Officer Div. 12	\$ 2,587.20	\$ 2,626.00	\$ 2,665.40	\$ 2,705.40	\$ 2,746.00	\$ 2,787.20	\$ 2,829.00	\$ 2,871.40
Senior Officer Div. 13	\$ 2,648.30	\$ 2,688.00	\$ 2,728.30	\$ 2,769.20	\$ 2,810.70	\$ 2,852.90	\$ 2,895.70	\$ 2,939.10

Senior Officer Div. 14	\$ 2,709.30	\$ 2,749.90	\$ 2,791.10	\$ 2,833.00	\$ 2,875.50	\$ 2,918.60	\$ 2,962.40	\$ 3,006.80
Senior Officer Div. 15	\$ 2,770.10	\$ 2,811.70	\$ 2,853.90	\$ 2,896.70	\$ 2,940.20	\$ 2,984.30	\$ 3,029.10	\$ 3,074.50
Senior Officer Div. 16	\$ 2,830.50	\$ 2,873.00	\$ 2,916.10	\$ 2,959.80	\$ 3,004.20	\$ 3,049.30	\$ 3,095.00	\$ 3,141.40
Senior Officer Div. 17	\$ 2,891.20	\$ 2,934.60	\$ 2,978.60	\$ 3,023.30	\$ 3,068.60	\$ 3,114.60	\$ 3,161.30	\$ 3,208.70
Senior Officer Div. 18	\$ 2,952.20	\$ 2,996.50	\$ 3,041.40	\$ 3,087.00	\$ 3,133.30	\$ 3,180.30	\$ 3,228.00	\$ 3,276.40
Senior Officer Div. 19	\$ 3,013.00	\$ 3,058.20	\$ 3,104.10	\$ 3,150.70	\$ 3,198.00	\$ 3,246.00	\$ 3,294.70	\$ 3,344.10
Senior Officer Div. 20	\$ 3,073.80	\$ 3,119.90	\$ 3,166.70	\$ 3,214.20	\$ 3,262.40	\$ 3,311.30	\$ 3,361.00	\$ 3,411.40
Professional Engineer Graduate Class 1 Year 1	\$ 1,388.30	\$ 1,409.10	\$ 1,430.20	\$ 1,451.70	\$ 1,473.50	\$ 1,495.60	\$ 1,518.00	\$ 1,540.80
Professional Engineer Graduate Class 1 Year 2	\$ 1,475.40	\$ 1,497.50	\$ 1,520.00	\$ 1,542.80	\$ 1,565.90	\$ 1,589.40	\$ 1,613.20	\$ 1,637.40
Professional Engineer Graduate Class 1 Year 3	\$ 1,562.20	\$ 1,585.60	\$ 1,609.40	\$ 1,633.50	\$ 1,658.00	\$ 1,682.90	\$ 1,708.10	\$ 1,733.70
Professional Engineer Graduate Class 1 Year 4	\$ 1,664.60	\$ 1,689.60	\$ 1,714.90	\$ 1,740.60	\$ 1,766.70	\$ 1,793.20	\$ 1,820.10	\$ 1,847.40
Professional Engineer Graduate Class 1 Year 5	\$ 1,782.00	\$ 1,808.70	\$ 1,835.80	\$ 1,863.30	\$ 1,891.20	\$ 1,919.60	\$ 1,948.40	\$ 1,977.60
Professional Engineer Graduate Class 1 Year 6	\$ 1,880.60	\$ 1,908.80	\$ 1,937.40	\$ 1,966.50	\$ 1,996.00	\$ 2,025.90	\$ 2,056.30	\$ 2,087.10
Professional Engineer Graduate Class 2 Year 1	\$ 2,009.60	\$ 2,039.70	\$ 2,070.30	\$ 2,101.40	\$ 2,132.90	\$ 2,164.90	\$ 2,197.40	\$ 2,230.40
Professional Engineer Graduate Class 2 Year 2	\$ 2,077.00	\$ 2,108.20	\$ 2,139.80	\$ 2,171.90	\$ 2,204.50	\$ 2,237.60	\$ 2,271.20	\$ 2,305.30
Professional Engineer Graduate Class 2 Year 3	\$ 2,144.50	\$ 2,176.70	\$ 2,209.40	\$ 2,242.50	\$ 2,276.10	\$ 2,310.20	\$ 2,344.90	\$ 2,380.10

Professional Engineer Graduate Class 2 Year 4	\$ 2,212.30	\$ 2,245.50	\$ 2,279.20	\$ 2,313.40	\$ 2,348.10	\$ 2,383.30	\$ 2,419.00	\$ 2,455.30
Professional Engineer Graduate Class 3 Year 1	\$ 2,326.40	\$ 2,361.30	\$ 2,396.70	\$ 2,432.70	\$ 2,469.20	\$ 2,506.20	\$ 2,543.80	\$ 2,582.00
Professional Engineer Graduate Class 3 Year 2	\$ 2,405.90	\$ 2,442.00	\$ 2,478.60	\$ 2,515.80	\$ 2,553.50	\$ 2,591.80	\$ 2,630.70	\$ 2,670.20
Professional Engineer Graduate Class 3 Year 3	\$ 2,485.20	\$ 2,522.50	\$ 2,560.30	\$ 2,598.70	\$ 2,637.70	\$ 2,677.30	\$ 2,717.50	\$ 2,758.30
Professional Engineer Graduate Class 3 Year 4	\$ 2,565.00	\$ 2,603.50	\$ 2,642.60	\$ 2,682.20	\$ 2,722.40	\$ 2,763.20	\$ 2,804.60	\$ 2,846.70
Professional Engineer Graduate Class 4 Year 1	\$ 2,680.80	\$ 2,721.00	\$ 2,761.80	\$ 2,803.20	\$ 2,845.20	\$ 2,887.90	\$ 2,931.20	\$ 2,975.20
Professional Engineer Graduate Class 4 Year 2	\$ 2,763.50	\$ 2,805.00	\$ 2,847.10	\$ 2,889.80	\$ 2,933.10	\$ 2,977.10	\$ 3,021.80	\$ 3,067.10
Professional Engineer Graduate Class 4 Year 3	\$ 2,845.30	\$ 2,888.00	\$ 2,931.30	\$ 2,975.30	\$ 3,019.90	\$ 3,065.20	\$ 3,111.20	\$ 3,157.90
Professional Engineer Graduate Class 5 Year 1	\$ 2,966.40	\$ 3,010.90	\$ 3,056.10	\$ 3,101.90	\$ 3,148.40	\$ 3,195.60	\$ 3,243.50	\$ 3,292.20
Professional Engineer Graduate Class 5 Year 2	\$ 3,053.10	\$ 3,098.90	\$ 3,145.40	\$ 3,192.60	\$ 3,240.50	\$ 3,289.10	\$ 3,338.40	\$ 3,388.50
Professional Engineer Graduate Class 5 Year 3	\$ 3,139.60	\$ 3,186.70	\$ 3,234.50	\$ 3,283.00	\$ 3,332.20	\$ 3,382.20	\$ 3,432.90	\$ 3,484.40

Schedule C - Allowance Schedule

Wage related allowances:

Availability Allowance

Effective Date	Amount (\$)
1-Jul-19	245.63
1-Jan-20	249.31
1-Jul-20	249.31
1-Jan-21	249.31
1-Jul-21	253.05
1-Jan-22	256.85
1-Jul-22	260.70
1-Jan-23	264.61

Electrical Operating Switching Allowance

Effective Date	Amount (\$)
1-Jul-19	20.30
1-Jan-20	20.60
1-Jul-20	20.60
1-Jan-21	20.60
1-Jul-21	20.91
1-Jan-22	21.23
1-Jul-22	21.55
1-Jan-23	21.87

First Aid Allowance

Effective Date	Amount (\$)
1-Jul-19	16.41
1-Jan-20	16.66
1-Jul-20	16.66
1-Jan-21	16.66
1-Jul-21	16.91
1-Jan-22	17.16
1-Jul-22	17.42
1-Jan-23	17.68

High Voltage Operating Allowance

Effective Date	Per shift (\$)	Per annum (\$)
1-Jul-19	2.54	447.72
1-Jan-20	2.58	454.43
1-Jul-20	2.58	454.43
1-Jan-21	2.58	454.43
1-Jul-21	2.61	461.25
1-Jan-22	2.65	468.17
1-Jul-22	2.69	475.19
1-Jan-23	2.73	482.32

Traction Lineworker Allowance

Effective Date	Amount (\$)
1-Jul-19	36.95
1-Jan-20	37.50
1-Jul-20	37.50
1-Jan-21	37.50
1-Jul-21	38.06
1-Jan-22	38.63
1-Jul-22	39.21
1-Jan-23	39.80

Work Disruption Disability Allowance

Effective Date	Amount (\$)
1-Jul-19	0.73
1-Jan-20	0.74
1-Jul-20	0.74
1-Jan-21	0.74
1-Jul-21	0.75
1-Jan-22	0.76
1-Jul-22	0.78
1-Jan-23	0.79

Grand Prix Allowance

Effective Date	Amount (\$)
1-Jul-19	99.57
1-Jan-20	101.07
1-Jul-20	101.07
1-Jan-21	101.07
1-Jul-21	102.58
1-Jan-22	104.12
1-Jul-22	105.68
1-Jan-23	107.27

“A” Class Electricians Licence Allowance

Effective Date	Amount (\$)
1-Jul-19	70.24
1-Jan-20	71.29
1-Jul-20	71.29
1-Jan-21	71.29
1-Jul-21	72.36
1-Jan-22	73.45
1-Jul-22	74.55
1-Jan-23	75.67

Transfer & Redeployment Allowance

Effective Date	5km to 20km (\$)	Over 20km (\$)
1-Jul-19	1,130.71	2,285.78
1-Jan-20	1,147.67	2,320.07
1-Jul-20	1,147.67	2,320.07
1-Jan-21	1,147.67	2,320.07
1-Jul-21	1,164.89	2,354.87
1-Jan-22	1,182.36	2,390.19
1-Jul-22	1,200.09	2,426.04
1-Jan-23	1,218.10	2,462.43

Expense related allowances:

Meal Allowance \$21.08

Motor Allowance \$0.66 per kilometre

Signatures

For and on behalf of **Yarra Trams**:

Signature: _____

Name (please print): CRAIG YPINAZAR

Date: 25 June 2019

Capacity: Employer Bargaining Representative

Address: Level 3/555 Bourke Street, Melbourne VIC 3000

For the **Rail Tram and Bus Union**:

Signature: _____

Name (please print): _____

Date: _____

Capacity: Employee Bargaining Representative

Address: _____

For the **Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia**:

Signature: _____

Name (please print): _____

Date: _____

Capacity: Employee Bargaining Representative

Address: _____

Signatures

For and on behalf of **Yarra Trams**:

Signature: _____

Name (please print): _____

Date: _____

Capacity: Employer Bargaining Representative

Address: Level 3/555 Bourke Street, Melbourne VIC 3000

For the **Rail Tram and Bus Union**:

Signature: _____

Name (please print): _____

Date: _____

Capacity: Employee Bargaining Representative

Address: _____

For the **Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia**:

Signature: _____

Name (please print): Troy Gray, State Secretary

Date: 25 June 2019

Capacity: Employee Bargaining Representative

Address: L1, 200 Arden St. Nth Mello VIC 3051

For the **Australian Manufacturing Workers' Union:**

ASSISTANT STATE SECRETARY.

Signature: _____



Name (please print): _____

LUCIANO MALGONI

Date: _____

24 JUNE 2019.

Capacity: _____

Employee Bargaining Representative

Address: _____

*251 QUEENSBERRY STREET
MILTON NORTH. 3053*

For the **Professionals Australia** :

Signature: _____

Name (please print): _____

Date: _____

Capacity: _____

Employee Bargaining Representative

Address: _____

Signatures

For and on behalf of **Yarra Trams:**

Signature: _____

Name (please print): _____

Date: _____

Capacity: Employer Bargaining Representative

Address: Level 3/555 Bourke Street, Melbourne VIC 3000

For the **Rail Tram and Bus Union:**

Signature: _____

Name (please print): TARIK KOC

Date: 24/06/2019

Capacity: Employee Bargaining Representative

Address: LEVEL 2 365 QUEEN STREET.
MELBOURNE 3000

For the **Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia:**

Signature: _____

Name (please print): _____

Date: _____

Capacity: Employee Bargaining Representative

Address: _____

For the **Australian Manufacturing Workers' Union:**

Signature: _____

Name (please print): _____

Date: _____

Capacity: Employee Bargaining Representative

Address: _____

For the **Professionals Australia :**

Signature: _____

Name (please print): _____

Date: _____

Capacity: Employee Bargaining Representative

Address: _____

West Melbourne VIC. 3003

Schedule 2.3—Model consultation term

(regulation 2.09)

Model consultation term

- (1) This term applies if the employer:
 - (a) has made a definite decision to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the employees; or
 - (b) proposes to introduce a change to the regular roster or ordinary hours of work of employees.

Major change

- (2) For a major change referred to in paragraph (1)(a):
 - (a) the employer must notify the relevant employees of the decision to introduce the major change; and
 - (b) subclauses (3) to (9) apply.
- (3) The relevant employees may appoint a representative for the purposes of the procedures in this term.
- (4) If:
 - (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - (b) the employee or employees advise the employer of the identity of the representative;the employer must recognise the representative.
- (5) As soon as practicable after making its decision, the employer must:
 - (a) discuss with the relevant employees:
 - (i) the introduction of the change; and
 - (ii) the effect the change is likely to have on the employees; and
 - (iii) measures the employer is taking to avert or mitigate the adverse effect of the change on the employees; and

- (b) for the purposes of the discussion—provide, in writing, to the relevant employees:
 - (i) all relevant information about the change including the nature of the change proposed; and
 - (ii) information about the expected effects of the change on the employees; and
 - (iii) any other matters likely to affect the employees.
- (6) However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- (7) The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
- (8) If a term in this agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the employer, the requirements set out in paragraph (2)(a) and subclauses (3) and (5) are taken not to apply.
- (9) In this term, a major change is ***likely to have a significant effect on employees*** if it results in:
 - (a) the termination of the employment of employees; or
 - (b) major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or
 - (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
 - (d) the alteration of hours of work; or
 - (e) the need to retrain employees; or
 - (f) the need to relocate employees to another workplace; or
 - (g) the restructuring of jobs.

Change to regular roster or ordinary hours of work

- (10) For a change referred to in paragraph (1)(b):
 - (a) the employer must notify the relevant employees of the proposed change; and
 - (b) subclauses (11) to (15) apply.
- (11) The relevant employees may appoint a representative for the purposes of the procedures in this term.

-
- (12) If:
- (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - (b) the employee or employees advise the employer of the identity of the representative;
- the employer must recognise the representative.
- (13) As soon as practicable after proposing to introduce the change, the employer must:
- (a) discuss with the relevant employees the introduction of the change; and
 - (b) for the purposes of the discussion—provide to the relevant employees:
 - (i) all relevant information about the change, including the nature of the change; and
 - (ii) information about what the employer reasonably believes will be the effects of the change on the employees; and
 - (iii) information about any other matters that the employer reasonably believes are likely to affect the employees; and
 - (c) invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
- (14) However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- (15) The employer must give prompt and genuine consideration to matters raised about the change by the relevant employees.
- (16) In this term:
- relevant employees*** means the employees who may be affected by a change referred to in subclause (1).

IN THE FAIR WORK COMMISSION

FWC Matter No.: AG2019/2201

Applicant:

KDR Victoria Pty Ltd t/as Yarra Trams

Undertaking - section 190

I, Thibaut de Crisnay, Executive Director, Corporate Services & Projects, of KDR Victoria Pty Ltd t/as Yarra Trams (**Yarra Trams**) give the following undertaking with respect to the *Yarra Trams Enterprise Agreement 2019 - Rolling Stock, Administration, Technical & Professional (Agreement)*:

- 1 I have the authority given to me by Yarra Trams to provide this undertaking in relation to this application before the Fair Work Commission.
- 2 An employee's remuneration under an Annualised Salary Agreement (**ASA**) made under Appendix 6 of the Agreement will be determined by ensuring that the entitlements under the ASA (including any performance bonus, taking into account the average bonus paid over the last 3 years as a prediction of likely future bonus) is equivalent to or higher than the total of the following amounts under the Agreement:
 - (a) the base salary applicable to the employee under the Agreement for ordinary hours of work, having regard to the employee's classification under the Agreement;
 - (b) superannuation;
 - (c) leave loading (where applicable); and
 - (d) other entitlements based on the hours of work for the employee's role such as any applicable overtime, shift allowance or other allowances.
- 3 As part of the annual performance review referred to in clause 6 of the ASA at Appendix 6 of the Agreement, Yarra Trams will review the annual remuneration payable to an employee to whom an ASA applies, in accordance with the methodology in clause 2 above, and adjust the remuneration under the ASA if necessary to ensure that the employee is paid more than or equal to the otherwise applicable entitlements under the Agreement.
- 4 Yarra Trams will provide an employee with a copy of the analysis conducted by it in accordance with clause 3 on request.
- 5 Undertakes that Appendix 6 – Annualised Salary Agreement will be applied with the following corrections:

Clause	Corrected errors (marked)
Page 148 Fourth paragraph under heading "Application of Agreement"	Where there is an inconsistency between the Yarra Trams Enterprise Agreement 2015 — <u>2019</u> Rolling Stock, Administration, Technical & Professional and the ASA then the ASA will apply to the extent of any inconsistency. By way of example, wage increases in this Agreement will not apply as these are dealt with under clauses of Remuneration and Salary Review in the ASA.
Page 148. first paragraph, under heading "Annualised Salary Agreement"	This Annualised Salary Agreement (ASA) is made on the (<i>insert day</i>) day of (<i>insert month</i>), (<i>insert year</i>) between (<i>insert name of employer</i>) (Employer) and (<i>insert name of employee</i>) (Employee) pursuant to the Yarra Trams Enterprise Agreement 2019, Rolling Stock, Administration, Technical & Professional and replaces any previous contract of employment. It includes all terms and conditions of employment and prevails over the Yarra Trams Enterprise Agreement 2012 <u>2019</u> . Where this Annualised Salary Agreement does not contain a provision, other than those provisions already contemplated in the annual salary package, that is included in the Yarra Trams Enterprise Agreement 2019, Rolling Stock, Administration, Technical & Professional the provisions of the Yarra Trams Enterprise Agreement 2019 shall apply.
Page 150, second paragraph under heading " 10 Leave "	Paid Sick Leave (Personal Leave) of ten (10) working days maximum per annum due to personal illness will be granted, the unused portion of which shall be cumulative. Untaken sick leave is not paid on termination. All other conditions for the utilisation of sick leave shall be as per the Yarra Trams Enterprise Agreement 2012 <u>2019</u> .
Page 151, fourth and sixth paragraphs under heading " 17 Right to Rescind the Annualised Salary Agreement "	<p>If the Annualised Salary Agreement is rescinded, the Yarra Trams Enterprise Agreement 2012<u>2019</u>, pursuant to which this Annualised Salary Agreement was made will determine the terms and conditions of employment.</p> <p>...</p> <p>In the event of a dispute, the matter will be dealt with in accordance with the dispute settlement procedure of the Yarra Trams Enterprise Agreement 2012—<u>2019</u> pursuant to which this Annualised Salary Agreement was made.</p>
Page 152, paragraph under heading " 22 Designated Award "	<p>Designated Award</p> <p>Schedule A to this Appendix 6 contains reference to the respective Part and Appendix of the Yarra Trams Enterprise Agreement 2012<u>2019</u>, and the notional classification and level used for the purpose of determining fair compensation for the exclusion or modification of Agreement terms and conditions under the provisions of the Fair Work Act, 2009.</p>
Page 153 third and fourth	Fair Compensation

Clause	Corrected errors (marked)
<p>lines under heading</p> <p>"Fair Compensation"</p>	<p>The following are to be used for the purposes of calculating fair compensation under the provisions of the Fair Work Act 2009:</p> <p><i>Position Classification - (insert nominal classification)</i></p> <p>Yarra Trams Enterprise Agreement 2015-2019 Part - <i>(insert Part One to Five)</i></p> <p>Yarra Trams Enterprise Agreement 2015-2019 Appendix - <i>(insert Appendix One to Five)</i></p>

Signature: TdeGey

Date: 05/08/2019

