



# DECISION

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

**UGL Rail Pty Ltd**  
(AG2021/7710)

## UGL BALLARAT ENTERPRISE AGREEMENT 2021

Rail industry

DEPUTY PRESIDENT COLMAN

MELBOURNE, 13 OCTOBER 2021

*Application for approval of the UGL Ballarat Enterprise Agreement 2021*

[1] UGL Rail Pty Ltd has made an application for approval of an enterprise agreement known as the *UGL Ballarat Enterprise Agreement 2021* (the Agreement) pursuant to s 185 of the *Fair Work Act 2009* (the Act). The Agreement is a single enterprise agreement.

[2] On the basis of the material contained in the application and accompanying declaration, I am satisfied that each of the requirements of ss 186, 187 and 188 as are relevant to this application for approval has been met.

[3] The Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia, the Australian Manufacturing Workers' Union 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) and based on their declarations, I note that the Agreement covers these organisations.

[4] The Agreement was approved on 13 October 2021 and, in accordance with s 54, will operate from 20 October 2021. The nominal expiry date of the Agreement is 30 September 2024.



DEPUTY PRESIDENT

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# UGL Ballarat Enterprise Agreement 2021

## PART 1 - GENERAL TERMS

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### 1. TITLE OF AGREEMENT

This enterprise bargaining agreement shall be known as the *UGL Ballarat Enterprise Agreement 2021* (the **Agreement**).

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### 2. ARRANGEMENT

This Agreement is made up of the following provisions, including Attachment 1, Attachment 2, and Attachment 3 which form part of this Agreement:

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### 3. PARTIES TO THE AGREEMENT

This Agreement covers:

- 3.1 UGL Rail Pty Ltd ABN: 30 097 323 852 (**the "Company"**); and
  - 3.2 All employees of UGL Rail Pty Ltd engaged at the Company's Ballarat site, excluding management employees (**the Employees**). For the purpose of this Agreement, a "management employee" includes the Site Manager and his/her direct reports who are paid an annual salary in excess of classification Senior Officer 16 (SO16). This figure will be adjusted to include wage variations prescribed in this Agreement; and
  - 3.3 The following employee organisations, to the extent that the Fair Work Commission notes in its decision to approve this Agreement that this Agreement covers them:
    - (a) The Australian Rail, Tram and Bus Industry Union (Victorian Branch) (**"RTBU"**);
    - (b) The Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union (Victorian Branch) (**"AMWU"**); and
    - (c) The Communication, Electrical & Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia (Victorian Branch) (**"CEPU"**).
- Any reference in this Agreement to "union" or "unions" is a reference to the abovementioned unions (**"Unions"**).

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### 4. RELATIONSHIP TO AWARD AND NES

- 4.1 This Agreement shall incorporate and be read and interpreted wholly in conjunction with the: Manufacturing and Associated Industries and Occupations Award 2020 ("the Metals Modern Award");
- 4.2 The abovementioned award shall be referred to herein as the (**"Award"**).
- 4.3 This Agreement does not incorporate any clauses in the Award that are not "permitted matters" or are "unlawful content" as prescribed by the *Fair Work Act 2009* (Cth) (**"FW Act"**).
- 4.4 This Agreement shall incorporate and be read and interpreted wholly in conjunction with any employee beneficial variations to the Award from time to time.
- 4.5 Where there is any inconsistency between this Agreement and the Award, this Agreement shall take precedence to the extent of the inconsistency.
- 4.6 Any facilitative arrangements or Award flexibility clause in the Award shall not be used.
- 4.7 Upon incorporating the terms of the Award into this Agreement, the incorporated Award terms are to be read as altered with the appropriate changes to make them provisions of this Agreement rather than provisions of an award. So, for example, the loadings, penalties and

allowances in the Award apply to the rate of pay due under this Agreement and references to "award" may mean "Agreement".

- 4.8 Where particular terms of the Award are worse off to employees than that provided for by Commonwealth or State Legislation in respect of the same subject matter, such Award terms will not apply to the extent that they are worse off.
- 4.9 Existing over Award or Agreement payments and conditions of employment will continue to apply unless varied by this Agreement.
- 4.10 This Agreement incorporates and is to operate in conjunction with the NES so as to provide the most favorable outcome to employees in any particular respect without displacing the minimum standards set by the NES.

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## **5. AREA AND INCIDENCE**

- 5.1 The Agreement applies at the Company's Ballarat site and does not apply to any other site where UGL employees may be engaged to work. The Agreement may not be used as a precedent for any terms and conditions of employment for work at any other UGL site.
- 5.2 Site Rules shall only be amended after consultation and agreement with Site Union representatives.

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## **6. OBJECTIVES**

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

- (b) Extensive communication and open access within and between the teams and management
- 6.7 Consultation will be embedded into Ballarat's day to day operations and will be open, direct and immediate.

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## **7. TERM OF THIS AGREEMENT**

- 7.1 This Agreement shall take effect from the first pay period commencing on or after 7 days after this Agreement is approved by the Fair Work Commission ("**FWC**") ("**Commencement**"). The nominal expiry date of this Agreement is 30<sup>th</sup> September 2024

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## **8. ANTI-DISCRIMINATION**

- 8.1 It is the intention of the Company, Employees and Unions to achieve the principle objective in section 351 of the FW Act through respecting and valuing the diversity of the work force by helping to prevent and eliminate discrimination on the basis of race, color, sex, sexual preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction or social origin.
- 8.2 Accordingly, in fulfilling their obligations under the Grievance Procedure clauses, the parties must make every endeavor to ensure that neither the Agreement's provisions nor their operation are directly or indirectly discriminating in their effects.
- 8.3 Nothing in this clause is taken to affect:
  - (a) Any different treatment (or treatment having different effects) which is specifically exempted under the Commonwealth anti-discrimination legislation;
  - (b) Junior rates of pay;
  - (c) An employee, the Company or registered organisation, pursuing matters of discrimination in any State or Federal jurisdictions, including by application to the Human Rights and Equal Opportunity Commission; and
  - (d) The exemptions in section 351(2) of the FW Act.

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## **9. DISPUTE SETTLEMENT PROCEDURES**

- 9.1 The objective of the Company, Unions and employees in this procedure is to avoid and settle disputes by direct consultation and negotiation and to avoid interruption to the performance of work and the consequential loss of production and remuneration.
- 9.2 It is the intention of the procedure to resolve by direct consultation and negotiation between the Company, Unions and employees any grievance, dispute, claim or problem on any industrial matter, including the National Employment Standards ("**NES**"), with the exception of safety issues.
- 9.3 The following four stage procedure shall be adhered to resolving matters under this clause:

- (a) Discussion shall take place between the Union, appropriate Union delegate and/or Employee/s concerned, the Employee/s' immediate supervisor/s and, at the Employee/s' request, the Employee/s' nominated representative. The immediate supervisor will act promptly and cooperatively.
  - (b) If the dispute has not been resolved, discussions shall take place between the Union, appropriate Union delegate and/or Employee/s concerned, senior management, and the Employee/s' nominated representative if there is one.
  - (c) If the dispute has not been resolved, discussions shall take place between the Union, appropriate Union delegate and/or Employee/s' nominated representative, and nominated Company representatives;
  - (d) If the dispute has not been resolved, discussions shall take place between the Union, appropriate Union delegate and/or Employee/s' nominated representative, and nominated Company senior representatives.
- 9.4 The Company and employees may during this process refer the matter in dispute to an agreed independent person for conciliation, which in preference can include John McMillan, John Varnum or any other agreed independent person. If the matter is not resolved the parties, by agreement, may refer the matter to the agreed independent person for arbitration.
- 9.5 The earliest possible advice should be given by one party to the other of any issue or problem that may give rise to a grievance or dispute.
- 9.6 Throughout each of the above stages of the procedure, all relevant facts shall be clearly identified and recorded and reasonable time limits allowed for completion of the various stages of the discussion. At least seven days should be allowed for all stages of the discussion to be finalised.
- 9.7 The Company, Employees and Unions are committed to achieving negotiated settlements without work stoppages. However, if the negotiation process is exhausted without the dispute being resolved, the Union, Company and Employees can jointly or individually refer the matter to FWC for conciliation and assistance in resolving the dispute. In the event that conciliation is exhausted and is not successful a request to the FWC for arbitration may be initiated by the Union, Company or Employee(s) concerned. The Union, Company or Employee(s) shall abide by the decision of the FWC, subject to the right of appeal.
- 9.8 The Company and employees agree that during the resolution of matters in accordance with this clause there is a commitment to avoid stoppages of work, lockouts or any other bans or limitations on the performance of work.
- 9.9 The Company shall ensure that all practices applied during the operation of these procedures are in accordance with safe working practices.
- 9.10 Where a dispute exists and while that dispute remains unresolved and is being addressed through this procedure, the parties will return to the situation and arrangements that existed prior to the issue which caused the dispute, such that no party is prejudiced during the procedure to resolve the matter.
- 9.11 At all stages of the procedure, the Company and the employees concerned can have the representatives of their own choice.



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## **10. TYPES OF EMPLOYMENT**

- 10.1 As covered by Part 2 of the Award.
- 10.2 Fixed term contracts are covered under Clause 32- Supplementary Labour.

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## **11. SAFETY ISSUES**

- 11.1 Genuine safety issues relevant to this Clause will be the province of the Safety Committee and isolated from industrial matters covered by Clause 9 above.
- 11.2 All matters involving occupational health and safety issues shall be dealt with in accordance with the provisions of the occupational health and safety legislation applicable in Victoria.

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## **12. WAGES**

- 12.1 Wages will be paid in equal fortnightly installments to an Employee's nominated bank by electronic funds transfer (EFT). An Employee may nominate and authorise up to 5 accounts into which payments may be deposited by the Company on behalf of the Employee.
- 12.2 In consideration of the matters contained in this Agreement, Employees will receive the following pay adjustments in accordance with the following schedule:

<b>Effective from first full pay period to commence on or after:</b>	<b>Increase</b>
1 October 2020	2%
1 October 2021	3%
1 October 2022	3%
1 October 2023	3%

- 12.2.1 The wage rates are inclusive of a tool allowance.
- 12.2.2 All wage related allowances contained in Attachment 2 will increase with the wage increases in clause 12.2.
- 12.2.3 The rates of pay for each classification covered by this agreement, including the above increases are set out on Attachment 1 to this agreement

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## **13. LEAVE**

- 13.1 Full time and part time Employees are entitled to annual leave, personal (sick) / carer's leave, parental leave, and community service leave in accordance with:
- (a) the applicable award as incorporated into this Agreement; and

- (b) the NES; and
- (c) this clause.

13.2 Employees are required to submit their applications for long service leave and annual leave to their immediate Supervisor, with a minimum of 10 working days' notice prior to the commencement of leave. Such requests shall not be unreasonably refused where made with eight (8) weeks' notice prior to the first day of leave unless unusual circumstances prevail.

### **13.1 Annual Leave**

#### **13.1.1 Annual Leave in one or more Separate Periods:**

- (a) Annual leave is to be given by the Company and taken by the employee in up to four separate periods.
- (b) However, one period of annual leave must be of at least seven consecutive days, including non-working days.

#### **13.1.2 Shut Downs**

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

#### **13.1.3 Annual Leave Loading**

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

#### **13.1.4 Substitution of Sick Leave for Annual Leave**

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

An Employee who wishes to substitute paid annual leave for another form of paid leave (other than community service leave) will still need to provide evidence of the need to take that other leave as required by this Agreement or the National Employment Standards.

### **13.2 Compassionate Leave**

13.2.1. Employees are entitled to up to 3 days compassionate leave per occasion:

- (a) to visit a member of the Employee's immediate family or household who contracts or develops a life-threatening personal illness or sustains a life-threatening personal injury; or
- (b) after the death of a member of the Employee's immediate family or household.

13.2.2. The term 'immediate family' means:

- (a) the Employee's spouse (including former spouse, a de facto spouse and a former de facto spouse); or
  - (b) a child (including an adopted child, a step-child and an ex-nuptial child), parent, grandparent, grandchild or sibling of the Employee or the Employee's spouse.
- 13.2.3. Employees are required to promptly notify the Company of any illness or injury or death of an immediate family or household member that will cause the Employee to be absent from work and the approximate period of that absence. The Company may ask for supporting evidence for compassionate leave on each occasion.
- 13.2.4. Payment in respect of compassionate leave is to be made only where the Employee otherwise would have been on duty, and is not to be granted in any case where, for instance, he/she would have been off duty in accordance with his/her roster including a programmed leisure day/extra day off, long service leave, sick leave, injury leave, leave without pay or on a public holiday.
- 13.2.5. This entitlement to compassionate leave is in place of any award, agreement or other entitlement to bereavement leave.

### **13.3 Long Service Leave**

- 13.3.1. An Employee is entitled to 9.1 weeks Long Service Leave with pay after the completion of 7 years continuous service.
- 13.3.2. Additional entitlements accrue at the rate of 1.3 weeks leave for each additional completed year of service.
- 13.3.3. Where an Employee has completed at least 7 years continuous service long service leave may be taken with the approval of the Company. If employment is terminated after 7 years of service, untaken long service leave accruals will be paid out to the Employee.
- 13.3.4. Notwithstanding the terms of sub-clause 13.3.3, in cases where an Employee retires on account of age or ill health, dies or is terminated on the grounds of redundancy, and the employee has a minimum of 4 years completed continuous service, long service leave entitlements will be paid out based on 1.3 weeks of leave for each year of completed service.
- 13.3.5. On request from an Employee, the whole or any part of due long service leave may be taken at half pay for a period equal to twice the whole or part of the period to which the Employee is entitled. For the purposes of this sub-clause, half pay means pay computed at half the rate that would have been received had the leave been granted at full pay.
- 13.3.6. In calculating the period of service for long service leave purposes any continuous period of leave of absence without pay for one month or more is to be excluded.
- 13.3.7. In addition to the provisions of the Victorian Long Service Leave Act, an employee's employment is to be regarded as being continuous despite an interruption which has been made by the Company:
- (a) by reason of slackness of trade; if the employee is re-employed by the Company within 6 months of such interruption, or
  - (b) for any reason other than where there is an intention to avoid obligations under the Victorian Long Service Leave Act, interruptions arising from industrial disputes or by reason of slackness of trade, if the employee is re-employed within 2 months of such interruption.

13.3.8. Providing further, that the period during which the employment has been so interrupted shall not, except when due to an avoidance of obligations under the Victorian Long Service Leave Act, be taken into account in calculating the period of service.

13.3.9. All other matters are covered by the Victorian (State) Long Service Leave Act (as amended).

#### **13.4 Personal Leave**

13.4.1. A permanent employee is entitled to 10 days paid personal leave per year of service commencing on the anniversary date. This leave is cumulative and can be used for absences from work either:

- (a) due to personal illness or injury [sick leave] or;
- (b) to provide care or support to a member of the Employee's immediate family or household who requires the Employee's care or support because of a personal illness or injury of that person or an unexpected emergency affecting that person [carer's leave].

13.4.2. The term 'immediate family' means:

- (a) the Employee's spouse (including former spouse, a de facto spouse and a former de facto spouse); or
- (b) a child (including an adopted child, a step-child and an ex-nuptial child), parent, grandparent, grandchild or sibling of the Employee or the Employee's spouse.

13.4.3. Employees are required to promptly notify the Company of any illness or injury that will cause the Employee to be absent from work and the approximate period of that absence.

13.4.4. No payment is made in lieu of unused personal leave on termination of employment.

#### **13.4.5 Documentary Evidence for Payment**

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

- (ii) if the care or support is required because of an unexpected emergency affecting a member of the Employee's immediate family or household – a statutory declaration made by the Employee.

### **13.5 Unpaid Carer's Leave**

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

### **13.6 Paternity Leave**

13.6.1. An Employee who has completed twelve months service at the date of birth of a child and who makes a statutory declaration that he is the father of, or has accepted responsibility for the care of a child, may be granted paternity leave with pay for a period not exceeding one week, or for periods that in the aggregate do not exceed one week, provided that such leave shall commence not more than:-

- (a) one week prior to the expected date of birth of the child, or
- (b) five weeks after the birth of the child. (This means the leave should be completed no later than six weeks after the birth).
- (c) In cases of still birth, paid paternity 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.
- (d) Employees may also apply to be granted unpaid paternity leave on the proviso that the Employee will be the primary care giver for the child during the period concerned and that they will not be having time-off with a spouse or de facto spouse who is on maternity leave. The maximum period of leave granted both paid and unpaid paternity leave should not exceed 52 weeks.

### **13.7 Maternity Leave**

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

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

13.7.3. Eligibility for paid maternity leave requires production of a certificate from a legally qualified medical practitioner stating that the Employee is pregnant and specifying the date of the expected birth.

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

13.7.5. The Employee should not be permitted to continue on duty beyond six weeks prior to the expected date of delivery (except as outlined in sub-clause 13.7.6) and any entitlement to paid maternity leave should commence from this date. Resumption of duty should not be permitted earlier than six weeks after the actual date of delivery.

13.7.6. The Employee may in some cases be given permission to continue to work in her current position during the six week period referred to in sub-clause 13.7.5). However, to do so she should before the period of "mandatory absence" is due to commence, furnish her supervisor

with a certificate from a registered medical practitioner certifying that she will be fit for the full duties of her current position until a specified date prior to the confinement.

- 13.7.7. In such cases the twelve week period of maternity leave will then be due to commence immediately after the date to which she has been allowed to continue on duty. Where permission is given for an Employee to continue to perform duty and she is unexpectedly confined before the date up to which she had been given permission to remain on duty, the permission to remain on duty ceases to have effect and maternity leave commences from the date of confinement.
- 13.7.8. Where the confinement occurs more than six weeks prior to the expected date of delivery the total period of twelve weeks should be counted from the actual date from which maternity leave is granted.
- 13.7.9. Where the pregnancy of an Employee terminates earlier than twenty weeks prior to the expected date of delivery, there is no entitlement to paid maternity leave.
- 13.7.10. Employees may be granted additional leave after the period of maternity leave has expired as a deduction from other leave credits and/or leave without pay.
- 13.7.11. Payment in respect of maternity leave should not be made in advance, but paid in accordance with normal arrangements for payment of salary.
- 13.7.12. For the purpose of this clause "confinement" shall mean the delivery of a child (alive or stillborn) or other termination of pregnancy that occurs not earlier than twenty weeks before the expected date of birth.

### **13.8 Right to Request Extension of Parental Leave**

- 13.8.1. An Employee entitled to parental leave pursuant to the provisions of the National Employment Standards may request the Company to allow the Employee:
- (a) to extend the period of simultaneous unpaid parental leave provided for in the NES up to a maximum of eight weeks;
  - (b) to extend the period of unpaid parental leave provided for in the NES by a further continuous period of leave not exceeding 12 months;
  - (c) to return from a period of parental leave on a part-time basis until the child reaches school age;
  - (d) to assist the employee in reconciling work and parental responsibilities.
- 13.8.2. The Company shall consider the request having regard to the Employee's circumstances and, provided the request is genuinely based on the Employee's parental responsibilities, may only refuse the request on reasonable business grounds related to the effect on the workplace or the Company's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency, and the impact on customer service.
- 13.8.3. The Employee's request must be made in writing, and a request made under clause 13.6.1 (a) must be made at least 4 weeks prior to the cessation of the first 12-month period of unpaid parental leave.
- 13.8.4. The decision of the Company must be communicated to the Employee in writing within 21 days of the request being made and provide details of the reason for any refusal.

### **13.9 Right to Request Flexible Working Arrangements**

Employees are entitled to request Flexible Working Arrangements in accordance with the NES.

### **13.10 Public Holidays**

13.10.1. An Employee shall be entitled, without loss of pay, to public holidays as follows:

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

Or such other day as is generally observed in a locality as a substitute day.

- 13.10.1. For the purposes of this Agreement, where Anzac Day, Christmas Day, Boxing Day and Australia Day fall on a Saturday or Sunday, the substitute days will be as per that prescribed in the Victorian Government Gazette.
- 13.10.2. By agreement between the Company and the majority of Employees in the relevant enterprise or section of the enterprise, an alternative day may be taken as the public holiday in lieu of any prescribed days.
- 13.10.3. The Company and an individual Employee may agree to the Employee taking another day as the public holiday in lieu of the day which is being observed as the public holiday in the enterprise or relevant section of the enterprise.

### **13.11 Jury Service**

- 13.11.1. An Employee required to attend for Jury Service during rostered hours shall notify their supervisor as soon as possible prior to the commencement of the service and indicate the expected duration of attendance for Jury Service.
- 13.11.2. If an Employee is required to attend for Jury Service they shall receive their normal rostered ordinary time pay provided the Company receives proof of their attendance.

### **13.12 Extra Days Off**

- 13.12.1. In recognition of Employees having previously met KPI measurements, they accrue an additional 5 days paid leave per annum. These extra days are to be separate to the existing RDO calendar and the taking of these days is to be agreed via the Production/Project Manager or their representatives with the employee
- 13.12.2. Employees will strive to meet the agreed KPI's, which include performance targets on Safety, Quality & Productivity. Regular reviews of KPI measurements and performance will be held at local Consultative Committee level and the metrics will be agreed at each of these reviews. These KPI's will be adjusted throughout the EBA period to ensure a continuous improvement process is maintained.
- 13.12.3. EDO Accruals
- (a) The five (5) EDOs for permanent employees fall due on 1 July each year for permanent employees during the life of this Agreement.

- (b) Contractor, fixed term and casual employees will be informed that their EDO entitlement under this clause is calculated on a pro rata basis, which is as follows:
  - (i) One (1) EDO shall be provided at the commencement of their employment; and
  - (ii) Accrual of one (1) EDO for each 325 hours of ordinary time worked thereafter.
- (c) EDOs do not accrue from year to year, and must be used prior to 30 June of the year following the grant of the entitlement in subclauses 13.12.3(a) or 13.12.3(b) above.
- (d) Where the entitlement is not used as per the requirements in subclause 13.12.3(c), that entitlement is forfeited. However, the EDO entitlement may be extended for a period of one (1) month under special circumstances and must be negotiated by the employee and approved by the Operations Manager.

#### 13.12.4. Approval for taking EDOs

- (a) Employees can apply to take an EDO at any time by providing at least one (1) week's notice prior to the intended day, except for contractor, fixed term or casual employees, in which case an application cannot be made within the first two (2) weeks of engagement (excepting situations where the RDO is scheduled within the first two (2) weeks of engagement).
- (b) EDOs must be taken as a whole day.
- (c) Approval of an EDO request:
  - (i) is dependent upon the Company's production requirements; and
  - (ii) will not be provided retrospectively.
- (d) The Company may request EDOs be taken due to production requirements with one (1) week's notice.

### 13.13 Family and Domestic Violence Leave

An Employee is entitled to Family and Domestic Violence Leave in accordance with the NES.

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## 14. HOURS OF WORK

### 14.1. Standard Hours

14.1.1. The standard hours of work shall be 76 hours per fortnight (38 hours per week). Nominal start and finishing times shall be

- (a) Workshop Employees - Employees will normally work from 7.30 am to 4.00 pm Monday to Friday on a nineteen-day cycle, except for work performed on Rostered Days Off, weekends and during annual close down when they are 7.00 am to 3.30 pm. Any such change must be agreed with the Company and the majority of Employees concerned. This does not preclude the Company reaching agreement with individual Employees about how their hours are to be arranged.
- (b) Clerical and Administration Employees – Employees will normally work from 8 am to 4.30 pm Monday to Friday on a 19 day cycle
- (c) 14.1.3 Professional Officers – Employees will normally work from 7.30 am to 4.00 pm or 8.00 am to 4.30 pm Monday to Friday on a nineteen day cycle.



14.1.2. Due to operational requirements the Company may need to vary hours of work during the nominal period of this agreement. The Company will attempt to give 2 weeks' notice of any such change. Where such change involves working an afternoon shift, a 15% penalty shall be paid. Any such change must be agreed with the Company and the majority of Employees concerned. This does not preclude the Company reaching agreement with individual Employees about how their hours are to be arranged.

#### **14.2. Rostered Days Off (RDO's)**

14.2.1. RDO's may be accumulated to a maximum of five (5) days where it suits the Company and the Employee.

14.2.2. The Company will roster RDO's over each Monday or Friday or the day proceeding or following a public holiday of a cycle as a means of guaranteeing continuity of operations.

14.2.3. General Conditions :

- (a) RDOs may be accumulated to a maximum of five (5) days where it suits the Company and the Employee. No more than five (5) RDOs may be accrued without prior approval from the Operations Manager.
- (b) The Company will roster RDOs over each Monday or Friday or the day proceeding or following a public holiday of a cycle as a means of guaranteeing continuity of operations, subject to the following conditions:
  - (i) The parties agree that to meet customer demands and the competitive environment in which we operate, a degree of flexibility is required from all employees;
  - (ii) Management and the CUSC will meet in October to develop the RDO roster for the coming year, which will be displayed on the site calendar;
  - (iii) Following consultation and agreement between the parties, if production demands that an employee will be required to work through the rostered RDO, as much notice as possible will be given by management for this to occur; and
  - (iv) Any rescheduled RDO must be taken where possible within a week of the scheduled RDO and the Supervisor responsible is to arrange for this to occur.

14.2.4. Early Finish Prior to RDO

- (a) All employees entitled to an RDO are entitled to cease work 57 minutes early on the last working day prior to the scheduled RDO. The employee must be rostered on and working on this day to be eligible for this entitlement.
- (b) The only exceptions to the requirements of subclause 14.2.4(a) above are:
  - (i) Apprentices who are required to attend school;
  - (ii) Employees who are taking an RDO or EDO prior to an early finish – two (2) days maximum; and
  - (iii) Employees who are taking annual leave prior to an early knock off – two (2) days maximum.
- (c) For clarity, an employee is not entitled to an early finish if on long service leave, leave without pay, or any form of sickness or injury.

### **14.3. Morning Tea Break**

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

### **14.4. Part-time Employment**

14.4.1. Employees may be engaged to work on a part-time basis involving a regular pattern of hours, which shall average less than 38 hours per week provided that:

14.4.2. Before commencing part-time employment, the Company and Employee/s concerned must agree upon (the arrangement):

- (a) The hours of work to be worked;
- (b) The days upon which they will be worked;
- (c) Starting and finishing times; and
- (d) The classification applying to the work to be performed

14.4.3. The Employees concerned are entitled to be paid for the hours agreed upon.

14.4.4. The terms of the arrangement may be varied by mutual consent.

14.4.5. The arrangements and any variations to it shall be in writing and retained by the Company. A copy of the arrangement, and any variation, shall be provided by the Company to the Employee concerned.

14.4.6. Otherwise the terms of this Agreement shall apply pro rata to part-time Employees on the basis that ordinary weekly hours for full-time Employees are 38.

14.4.7. Part-time Employees required by the Company to work in excess of the agreed hours shall be paid overtime for such hours.

14.4.8. Part-time Employees whose normal paid hours fall on a public holiday, but who are not required to work that day shall not lose pay for that day. Part-time Employees required to work on such public holiday shall be paid in accordance with the relevant overtime clauses in this agreement.

### **14.5. Guaranteed Fortnight**

14.5.1. Any Employee who is ready and willing and available for all duty shall be paid each fortnight the hours prescribed in 14.1.

14.5.2. The composition of the Guaranteed Fortnight Amount shall be all hours paid in the first ten shifts but shall exclude penalties for shift work, overtime, Saturday and Sunday time and Public Holidays.

14.5.3. If in the first ten shifts paid hours fall short of the Guaranteed Fortnight Amount, for up to four hours on an eleventh shift with penalty may be used to satisfy the Guaranteed Fortnight Amount.

14.5.4. Employees taking approval leave shall have their Guaranteed Fortnight Amount reduced by a maximum of one day for each day of leave.

14.5.5. Where an Employee is absent from duty without pay on account of other than bona fide illness or approved leave, the Guaranteed Fortnight Amount shall not apply but such Employees shall be guaranteed payment in respect of time actually worked within the period.

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## **15. SUPERANNUATION**

### **15.1. Staff in Victorian State Superannuation Funds**

An Employee previously employed by the Public Transport Corporation (and or the successor corporations to the PTC), and who has remained a member of one of the various Victorian State superannuation funds shall continue to receive the prescribed employer contributions (to the fund on his/her behalf), and he/she is obliged to make Employee contributions, at the percentage rates prescribed by those funds.

### **15.2. Staff in Other Funds**

In respect of all other Employees, the Company will pay an amount equivalent to the prevailing Superannuation Guarantee Charge into an approved Superannuation Fund which includes CBUS, Australian Super or VicSuper.

### **15.3. Absence from Work**

Subject to the governing rules of the Fund of which an employee is a member, the following provisions shall apply:

#### **15.3.1. Paid Leave**

Contributions shall continue whilst a member of a Fund is absent on paid annual leave, sick leave, long service leave, public holidays, jury service, bereavement leave or other paid leave.

#### **15.3.2. Unpaid Leave**

Contributions shall not be required to be made in respect of absence from work without pay.

#### **15.3.3. Work Related Injury or Illness**

In the event of an employee's absence from work being due to work related injury or work related illness, contributions at the normal rate shall continue for the period of the absence (subject to a maximum of 52 weeks total) provided that:

- (a) The member of the Fund is receiving workers' compensation payments or is receiving regular payments directly from the Company in accordance with statutory requirements; and
- (b) The person remains an employee of the Company.

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## **16. SALARY SACRIFICE**

16.1. Ballarat Employees may sacrifice or package their salaries in any legal form, consistent with the Company's Salary Packaging Policies as applicable from time to time, provided that there is no additional employment cost to the Company.

16.2. For Employees seeking individual advice, the cost of any individuals packaging advice from taxation or financial advisers, costs of any fringe benefits tax payable and costs for setting up any individual arrangements will be borne by the Employee.

16.3. The annual salary of the Employee (prior to packaging or salary sacrifice) will remain unchanged for all purposes including the calculation of penalty rates, allowances, termination and superannuation payments.

16.4. An Employee may enter into a salary packaging arrangement with regard to the State

Government defined benefits superannuation schemes provided that it complies with the requirements as set out in State Legislation and other relevant guidelines/instructions.

- 16.5. The total value of the reduced salary and the agreed value of the benefits provided will not be less than the amount that would otherwise be paid if the salary sacrifice arrangement was not in place.

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## **17. INTRODUCTION OF CHANGE**

- 17.1. Prior to making a definite decision to implement a major change in matters pertaining to the employment relationship in any of the work places covered by this Agreement, where that change is likely to have a significant effect on Employees, the Company will consult with the Union and Employees.
- 17.2. The Company shall discuss with the Employees affected and their Unions, the introduction of the changes, the effects that changes are likely to have on Employees, and shall give prompt consideration to matters raised by the Employees in relation to the changes.  
For the purposes of such discussion, the Company shall provide in writing to the Employees concerned, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on Employees and any other matters likely to affect Employees provided that the Company shall not be required to disclose confidential information, the disclosure of which would be detrimental to the Company's interests.
- 17.3. The Company, Employees and Unions agree that continuous improvement and the acceptance of ongoing change are fundamental to the success of the business and ensure the ongoing development of new methods to improve productivity and efficiency.

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## **18. REDUNDANCY**

- 18.1. Where the Company has made a decision that it no longer wishes the job an Employee has been doing to be done by anyone and this is not due to ordinary and customary turnover of labour, and that decision may lead to termination of employment, the Company will hold discussions with the Employees directly affected and if requested with their representative(s).
- 18.2. The discussions shall take place as soon as is practicable after the Company has made a definite decision which will involve the provisions of paragraph (1) and shall cover any reasons for the proposed terminations, measures to avoid or minimise the terminations and measures to mitigate any adverse effects of any terminations on the Employees concerned.
- 18.3. For the purposes of the discussion the Company shall, as soon as practicable after making a decision but before any terminations, provide in writing to the Employees concerned and if requested their representative(s), all relevant information about the proposed terminations including the reasons for the proposed termination, the number and categories of Employees likely to be affected, and the number of workers normally employed and the period over which, or the time when the terminations are likely to be carried out. Provided that the Company shall not be required to disclose confidential information the disclosure of which would be harmful to its interest.
- 18.4. Where a definite decision has been taken by the Company to effect redundancies in accordance with this clause, the Company will, in the first instance and where practicable in the circumstances, seek expressions of interest from the employees performing the same role(s) as those affected by this decision in seeking selection for redundancy as part of the process outlined in this clause. This is subject to the Company retaining the sole discretion as to whether to accept or not accept any expression of interest received.

18.5. If termination of employment on the ground of redundancy is still necessary after following the procedures set out above, the formula to apply is as follows:

**Redundancy Formula**

- (a) 2 weeks' pay for each completed year of service with the PTC to a maximum of 20 weeks, plus
- (b) Redundancy payments in accordance with the following formula:

Years of Service	Redundancy Entitlement (weeks)
< 1 year	4
1 < 2 years	7
2 < 3 years	10
3 < 4 years	13
4 < 5 years	16
5 < 6 years	19
6 < 7 years	20
7 < 8 years	21
8 < 9 years	22
9 < 10 years	23
10 + years	24

A maximum Redundancy entitlement (including Severance Payment) of 24 weeks applies to all employees (other than those with PTC service).

18.6. The provisions of this clause do not apply to the following Employees:

- (a) Employees dismissed as a consequence of serious misconduct that justifies dismissal without notice;
- (b) Employees serving a probationary or qualifying period;
- (c) apprentices;
- (d) trainees;
- (e) Employees engaged for a specific period of time or for a specified task or tasks; and
- (f) casual Employees.

18.7. The provisions of this clause will not apply where an Employee receives an offer of alternative employment in Ballarat on terms that are overall no less favourable than their pre-redundancy employment, where the offer is from the Company, a related body corporate or an associated entity of the Company, (where there is continuity of service), or occurs in a transmission of business scenario as described directly below.

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## **19. PHASED IN RETIREMENT AND APPRENTICESHIP OPPORTUNITIES**

- 19.1 The parties to this Agreement are committed to establishing appropriate arrangements enabling a transition for employees considering retirement.
- 19.2 To this end, the parties agree that arrangements will be considered which enable employees to move to agreed part-time work arrangements over 6, 12 or 18 months prior to retirement, allowing the Employees and the Company to benefit from more flexible work patterns, the imparting of invaluable skills and knowledge, and strengthening community connections during that period.
- 19.3 Critical in this regard, is the parties' combined commitment to opportunities for apprenticeships (Junior and/or Adult), and to that end the parties will explore arrangements enabling this commitment to be realised which are of benefit to both the Company and the broader community.

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## **20. TRANSMISSION OF BUSINESS**

In the event of the Company selling, transmitting, assigning or otherwise transferring the whole or part of the business in which Employees covered by this Agreement are employed, and in the event of Employees being offered employment in that business by a new employer upon the terms and conditions of this Agreement with continuity of entitlements, and at the same location, then the Company will not be liable for payment of any notice amounts or redundancy or severance payments in respect of the termination of employment of such Employees arising from the transmission.

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## **21. CONTINUITY OF SERVICE**

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

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## **22. ACCIDENT PAY**

- 22.1. An Employee upon receiving payment of workers compensation in the terms of the relevant State legislation and who continues to receive such payment shall be paid accident pay by the Company, provided that:
  - (a) Accident pay shall only be payable while the Employee remains in the employment of the Company.
  - (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 the Company 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.
- (e) In the case of an Employee rostered off on a programmed leisure day/extra day off which falls in a period when he/she is receiving workers compensation, he/she is not entitled to an alternative programmed leisure day/extra day off at a later step.
- (f) The Company shall not dismiss any Employee by reason only of he/she being in receipt of accident pay.
- (g) An Employee off duty and in receipt of accident pay shall continue to receive payments of any acting in higher allowance being paid at the time of the injury for the full period that he/she would have continued to so act.
- (h) 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.

22.2. For the purposes of this clause:

- (a) **"Accident Pay"** shall mean an amount of money equivalent to the difference between the Employee's appropriate pre injury average weekly earnings at the time of ceasing duty, including any appropriate allowance whilst acting in a higher position as outlined in sub-clause (g), following an accepted injury under the relevant State legislation, and the weekly compensation payments received by the Employee under that State legislation. Payments for absences of less than one week in duration shall be calculated as a proportion of weekly rate of pay.
- (b) **"injury"** shall be given the same meaning and application as applying under the relevant State legislation.
- (c) **"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.

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## 23. INCOME PROTECTION INSURANCE

- 23.1. The Company shall make deductions for Income Protection Insurance to those Employees who elect to take it up through an agreed Income Protection provider such as Protect nominated by the Employee.
- 23.2. Where the Employee elects to take up this option from the date this Agreement is implemented the wages shall be reduced by the amount equivalent to the insurance premium charged to the Employee and deducted by the Company as a payroll deduction.
- 23.3. Alternatively if an Employee chooses to organise insurance with an insurance provider nominated by the Employee during the life of this Agreement then such Employee's wage will be reduced by the prescribed amounts made as deductions from the commencement of coverage of the policy.
- 23.4. All deductions will be made on a post-tax basis unless approval is granted by the Australian Taxation Office for pre-tax deductions which do not attract Fringe Benefit Tax.

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## **24. OVERTIME MEAL**

- 24.1 An Employee working overtime shall be allowed a rest break of twenty (20") minutes without deduction of pay after each four hours of overtime worked, but this provision shall not prevent any agreed arrangement being made for the taking of a longer meal interval without pay.
- 24.2 Where overtime is to be worked immediately after the completion of ordinary work on a day or shift and the period of overtime is to be more than one and a half (1'30") hours, an Employee, before starting the overtime is entitled to a rest break of 20 minutes to be paid at ordinary rates.
- 24.3 An Employee is entitled to an overtime meal allowance as per the amount contained in Attachment 2 on each occasion that the Employee is entitled to a rest break in accordance with this subclause, except in the following circumstances:

If an Employee was notified the previous day or previous shift that they would be required to work such overtime.

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## **25. TRAVEL**

An Employee who, on any day or from day to day, is required to do a job away from their accustomed workshop or depot shall, at the direction of the Company, present for work at such job at the usual starting time, provided that any additional travelling time and/or additional and reasonable fares incurred shall be paid by the Company.

An Employee who, with the approval of the Company, uses their own means of transport for travelling to or from outside jobs shall be paid as per the Company car allowance, as varied.

### **25.1 Payment for travelling**

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

### **25.2 Definition of Expenses**

- (a) The Company shall pay all reasonable expenses including fares, transport of tools, meals and suitable overnight accommodation, inclusive of breakfast.
- (b) For the purposes of this clause 'expenses' means
  - (i) All fares reasonably incurred. Air fares shall be economy class
  - (ii) An allowance will be payable for reasonable expenses incurred whilst travelling not exceeding for each meal taken, breakfast as per Attachment 2 (where breakfast is not included as part of an accommodation package), and lunch and dinner as per the amounts in Attachment 2 .
  - (iii) The allowance for breakfast, lunch, tea, or bed as the case may be, shall not be paid to Employees unless they commence their traveling from, or return to, their headquarters outside the time specified below. No allowance shall be paid where the



absence from headquarters is under three hours. No allowance will be paid for a bed when a bed is not reasonably required.

**If Departure before**  
Breakfast 0700 hours  
Lunch 1230 hours  
Tea 1800 hours

**If return one or more days after**  
0800 hours  
1330 hours  
1900 hours

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

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## **26. RAIL PASSES**

### **26.1. Employee Free Travel Authority**

#### **26.1.1. Entitlement**

The Company will provide the following to those former PTC Employees who transferred to the Company as a result of its acquisition of the Ballarat Workshop for the duration of their employment:

- (a) Employee Free Travel Authority (EFTA)
- (b) A first class rail pass will be provided for use by the Employee and eligible dependents whilst the Employee is on Annual and or Long Service Leave
- (c) One interstate rail pass per year will be provided to the Employee and eligible dependents on application.

#### **26.1.2. 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 leave covered by a medical certificate and Employees on extended leave of absence undertaking full time rail union duties.

#### **26.1.3. Return on Leaving Service**

The EFTA must be returned on leaving the service and failure to do so may delay the Employee's final payment.

### **26.2. Intrastate Leave Passes**

#### **26.2.1. Definition**

"Intrastate passes" are passes that are available for travel on;

- (a) Metropolitan trains, trams and buses (both government and privately owned)

- (b) 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 rail services

"Intrastate passes" are not available for travel by:

- (a) Interstate travel beyond Albury and Wolsley.
- (b) Chartered or privately owned trains, trams and buses, (except as in 22.2.1 b) and privately owned country and provincial city route buses unless designated a V/Line service.

### **26.2.2. Entitlement**

Employees granted leave of absence as a deduction from annual leave, long service leave and/or accrued public holiday credits are eligible to be issued with an intrastate pass (subject to a minimum debit of five days) or a destination pass (minimum debit 3 days) to or from a V/Line service location travelling first class where applicable for self, spouse and eligible dependents. The pass issued may be extended to cover an RDO and up to a maximum of two weeks leave of absence without pay when adjoining the grants of annual leave, long service leave and/or accrued public holidays.

### **26.2.3. 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.

## **26.3. Interstate Passes**

### **26.3.1. Conditions of Use**

Interstate travel is available on

- (a) Intersystem train services that extend beyond Victorian border stations
- (b) Intersystem services that extend beyond V/Line interstate Rail/Coach Link Service
- (c) Other system services that entail travel across at least one state border.

Interstate travel is NOT available on:

- (d) Public transport service in the metropolitan area of any capital city
- (e) Chartered or privately owned interstate services unless designated as a service of the particular rail system
- (f) Tourist service; and
- (g) Certain intersystem services as nominated from time to time.

### **26.3.2. Entitlement**

Employees when granted annual leave, long service leave and/or accrued public holidays may be granted with an interstate free travel voucher for self and eligible dependents subject to certain conditions.

- (a) Subject to a minimum debit of three days to annual leave and/or accrued public holidays one only free first class interstate travel voucher may be issued to or through another State in any annual leave on a non-accumulative basis.

- (b) For grants of long service leave (minimum debit of three days) only one interstate free travel voucher may be issued to or through another State for the total long service leave due to an Employee throughout their service.

#### **26.4. On Retirement:**

##### **26.4.1. Entitlement**

Employees are eligible for an intrastate pass, available for self, spouse and eligible dependents, for the period of the accrued annual leave, accrued public holidays and accrued long service leave paid in lieu.

A retiring Employee may be issued at their request separate intrastate passes for self and spouse subject to the Employee nominating on which pass (Self or Spouse) the dependent children (if any) are to be included.

##### **26.4.2. Deferment of Passes/ Interstate Travel Vouchers Due to Ill Health**

On production of a medical certificate stating that the Employee is/was unable to use their intrastate pass/interstate free travel voucher due to ill health, entitlements may be deferred for up to six months.

##### **26.4.3. Resignation**

Employees who resign are not eligible for retirement passes or interstate free travel vouchers except as may be provided for in redundancy/separation policies or who have attained the age of 54 and 11 months and are members of the Defined Benefits Superannuation scheme

##### **26.4.4. After Retirement – Entitlement**

A retired Employee and/or eligible dependents will be entitled to a Retired Employee Free Travel Authority (R.E.T.A.) and intersystem travel concession subject to certain conditions provided the Employee completed a minimum of 20 years total employment within the rail industry prior to retirement on account of age or ill health or on death. The R.E.T.A. has the same travel availability as an intrastate pass.

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

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## **27. FACILITIES**

The Company will continue to provide facilities including the provisions of tea, coffee, milk, sugar, biscuits, 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.

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## **28. COMPANY ISSUED CLOTHING AND PROTECTIVE EQUIPMENT**

- 28.1 To ensure that a business-like image is maintained, all Employees who are issued such clothing are required to wear Company issued clothing whilst at work.
- 28.2 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.
- 28.3 Replacement of work clothing and protection equipment is on the basis of 'fair wear and tear'.
- 28.4 All things being equal, the Company will endeavour to purchase Australian made products.

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## **29. TRAINING AND SKILLS DEVELOPMENT**

- 29.1 The parties to the Agreement recognise that in order to increase efficiency and the competitiveness of the United Group, a continued commitment to training and skill development is necessary.
- 29.2 Accordingly, the parties commit themselves to developing a highly skilled and flexible workforce, providing Employees with career opportunities through appropriate training to acquire additional skills and to enhance their skills in existing and new technologies where such training is to the benefit of the organisation.
- 29.3 Employees will be paid for attending approved training programs during standard working hours. Reasonable out of pocket expenses will be reimbursed on production of a receipt/tax invoice.

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## **30. TRADE UNION TRAINING LEAVE**

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

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## **31. SHOP STEWARDS / EMPLOYEE REPRESENTATIVES**

- 31.1 Representation
  - (a) For the purposes of this Agreement "employee representative" means an Employee elected/appointed by one of the Unions in accordance with its rules as a Shop Steward ("Shop Stewards" or "union delegates") and selected by an Employee to represent the Employee, or such other representative that may be selected by an Employee to represent the Employee

- (b) Shop Stewards and other employee representatives and Health and Safety Representatives shall be allowed all time reasonably necessary during working hours to attend to their roles as representatives under this Agreement.
- (c) Shop Stewards and other employee representatives shall consider the Companies business requirements in their dealing.

#### 31.2 Appointment of Shop Stewards and Employee Representatives

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

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

#### 31.4 Shop Stewards / Employee and Health and Safety Representatives

- (a) The Company, Employees and Unions recognise the important role of the Shop Stewards and other employee representatives and Health and Safety Representatives. The Shop Stewards and other employee representatives and Health and Safety Representatives have a key role in the early intervention in industrial disputes and Health and Safety issues under this Agreement.

31.5 Shop Stewards and other employee representatives shall have no role in determining which Employees work overtime or otherwise, however they may have a role in ensuring agreed overtime rosters are fairly and properly implemented.

31.6 Nothing in this clause requires or permits the provision of information about Employees to the Unions or to a member of one of the Unions acting in a representative capacity, officer, or employee of one of the Unions.

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### **32. SUPPLEMENTARY LABOUR**

32.1 Supplementary labour will be available to cover excessive workloads caused by increases in work or for special programs or where a particular skill is not available. It is recognised that in some instances a rapid response to the workload is required.

32.2 Prior to the employment of supplementary labour, where practical the training and or transfer of existing Employees will be considered. Training will be considered when the skill requirement is long term and the work is of sufficient volume to justify the training investment and retention of competence by the Employee in the required skill. Where training is proceeding, supplementary labour hire may be required to address the immediate workload.

The Company will consult with the parties to this agreement prior to engaging supplementary labour.

- 32.3 During the employment of supplementary labour, no permanent Employee of the same occupation who is available to transfer to this work will be declared surplus.
- 32.4 Consultation with Employees and Unions will occur in order to demonstrate that an excess workload exists or that a particular skill is not readily available. Consultation will occur at the local level with the final determination being made by the senior manager.
- 32.5 Whenever practical, employment will be by a term contract for an initial period no longer than six (6) months or as otherwise permitted by applicable law, and as agreed by the Company, Employees and Unions.
- 32.6 Fixed term labour shall be engaged at the classification level under this Agreement as applicable, and as appropriate to the work to be undertaken, and paid accordingly.
- 32.7 The engagement of supplementary labour is to be used to support the existing full time Employees in overcoming excessive workloads or skill shortages and not to reduce the full time workforce numbers.
- 32.8 In the event of a dispute over this process, the Company, Employees and Unions are committed to the process contained in the Dispute Settling Procedure as set out in this Agreement.

#### Contractors

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

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### **33. WORKPLACE FLEXIBILITY**

- 33.1 The effect of the terms relating to matters specified in clause 32.3 may be varied by an Individual Flexibility Arrangement ("IFA").
- 33.2 The Company will not make an IFA unless the following conditions are satisfied:
  - 33.2.1. The IFA must be about matters that would be permitted matters if the arrangement were an enterprise agreement;
  - 33.2.2. The IFA must not include a term that would be an unlawful term if the arrangement were an enterprise agreement;
  - 33.2.3. The IFA must be genuinely agreed to by the Company and the Employee;
  - 33.2.4. The IFA must result in the Employee being better off overall than the Employee would have been if no individual flexibility arrangement were agreed to;
  - 33.2.5. The IFA must be able to be terminated:
    - (a) by either the Employee, or the Company, giving written notice of not more than 28 days; or
    - (b) by the Employee and the Company at any time if they agree, in writing, to the termination;

33.2.6. The IFA must be in writing and signed:

- (a) in all cases—by the Employee and the Company; and
- (b) if the Employee is under 18—by a parent or guardian of the Employee; and

33.2.7. The IFA must be given to the Employee within 14 days after it is agreed to.

32.3 The terms the Company and the individual employee may agree to vary the application of in an IFA are the following:

- (a) If the employer and an employee so agree the annual leave entitlement may be given and taken in more than four separate periods including up to a maximum of 10 single days.

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#### **34. NO EXTRA CLAIMS**

It is agreed that the payments contained in this Agreement and Wages Clauses, provide a complete and final resolution of all claims relating to terms and conditions of employment for all Employees employed under its terms during the nominal life of the Agreement.

It is a condition that the parties and the Employees covered by this Agreement will not pursue any extra claims relating to wages, conditions of employment, or any other matters related to the employment relationship, award or non-award, whether dealt with in this Agreement or not; other than the additional increases available in accordance with the wages clause of this Agreement.

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#### **35. MODEL CONSULTATION TERM**

- 35.1 The Model Consultation Term contained in Attachment Three will apply as a provision of this Agreement.
- 35.2 In implementing the Model Consultation Term contained in Attachment Three, the relevant union will be recognised as the employee representative for members of that union. , unless an employee has otherwise nominated an alternative representative in accordance with sub-clauses (4) and/or (12) of Attachment Three.
- 35.3 The Model Consultation Term contained in Attachment Three in no way takes anything away from the requirements contained in the other consultation related provisions contained elsewhere in this Enterprise Agreement.

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#### **36. INFLUENZA IMMUNISATION**

- 36.1 The Company will provide access to Influenza Immunisations at no cost to the Employees wishing to participate in this arrangement, in accordance with Company policy as amended from time to time.
- 36.2 Participation in this arrangement is voluntary for all Employees covered by this Agreement. The Company will determine an appropriate provider and advise the employees and their nominated representatives of these arrangements when finalised.

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**37. MYKI PASSES**

- 37.1 8 Myki Passes will be made available to UGL employees that do not hold a Free Travel Authority Pass. The Myki Pass can be used at any time for UGL employees only.
- 37.2 Each pass will be topped up to a maximum of \$500 from 1 July each year.



## **PART 2 – CLERICAL, ADMINISTRATION AND PROFESSIONAL EMPLOYEES**

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### **1. APPLICATION OF THIS PART**

This part applies to those Clerical, Administration and Professional Employees who are employed at the Company's establishment at Ballarat.

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### **2. PENALTY PAYMENTS**

#### **2.1. Definition**

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

- (a) **"Normal rate"** is the base rate of pay.
- (b) **"Overtime"** means all hours worked outside the standard hours of work as defined under Part 1 clause 13

Each hour (or part thereof) of overtime shall be paid at the rate applicable on the day on which the hour (or part thereof) was worked.

#### **2.2. Monday to Saturday Work**

- 2.2.1. Subject to the provisions of clause 2.4, any overtime hours of work performed in the first eleven (11) hours of the shift being worked between midnight on Sunday and midnight on Saturday shall be subject to payments at time and a half. Overtime hours in excess of an eleven (11) hour shift shall be paid at double time rate.
- 2.2.2. Subject to provisions of clause 2.3, all time worked on the eleventh or twelfth shift in any fortnightly pay period shall be paid as overtime in accordance with the previous paragraph excepting for any hours of the shift that are between midnight on Friday and midnight on Saturday. Any time worked on an eleventh or twelfth shift between midnight Friday and midnight Saturday shall be paid at double time rate.
- 2.2.3. Any time worked on a thirteenth or subsequent shift in any fortnightly pay period will be paid at the rate of double time.
- 2.2.4. Payment under this clause shall be made in lieu of any shift allowances prescribed under clause 3.3

#### **2.3. Sunday Work**

- 2.3.1. Subject to the provisions of clauses 2.4, all overtime hours of work performed between midnight on Saturday and midnight on Sunday shall be subject to payment at double time rate.

#### **2.4. Payment for Work on Public Holidays**

- 2.4.1. An Employee shall be paid at the rate of double time and one half for any time worked on a public holiday, (that falls on a Monday to Friday) provided that the shift began on such day, any other time worked will incur a payment of time and one half for the period so worked.
- 2.4.2. If the public holiday falls on a Saturday or Sunday and there is no public holiday gazetted, then the Employee will be paid a rate of single time in addition to normal weekend payment.

2.4.3. No other shift allowances will apply for the duration of the Public Holiday

## **2.5. Minimum Payment**

2.5.1. Employees required to undertake duty on any day or shift shall be paid a minimum of four hours pay.

## **2.6. Call out After Normal Hours**

2.6.1. Any Employee recalled after leaving duty for the day or shift to work overtime shall be paid for a minimum of four (4) hours at the appropriate rate, provided that if such overtime is continuous with a period of Sunday tie, the minimum pay period herein prescribed shall apply in respect of the full turn of duty and not to the overtime and the Sunday time separately.

2.6.2. With respect to Saturday/Sunday time, any call out exceeding 4 hours worked will count for excess shift purposes. Any time worked of less than 4 hours will stand alone and not be included in any excess shift calculations.

2.6.3. Separate payroll instructions apply for multiple or overlapped call outs.

## **2.7. Overtime Meals**

2.7.1. Any Employee working overtime shall be allowed a crib break of twenty (20) minutes without deduction of pay after each four hours of work, but this provision shall not prevent any agreed arrangement being made for the taking of a longer meal interval without pay.

2.7.2. Any Employee required to work overtime for more than two (2) hours shall be either supplied a meal by the Company or be paid a meal allowance as per Attachment 2 and if the work extends beyond four hours a further meal allowance for a second meal.

## **2.8. Minimum Break from Work**

2.8.1. Employees shall be provided a ten (10) hour break between shifts unless:

- (a) Employees work one 8 hour shift followed by an 8 hour break and another 8 hour shift as long as they have a ten (ten) hour break after the second 8 hour shift; or
- (b) Operational emergencies prohibit Employees from having at least ten (10) hours off duty

2.8.2. If the ten (10) hour break includes time that would normally be worked as a part of the Employee's ordinary hours, they shall receive payment for those hours at ordinary time rate.

2.8.3. Employees shall be paid at the rate of double time from when they recommence duties until they have been given the opportunity to have a ten (10) hour break when:

- (a) The maximum working hours and minimum breaks stipulated in point 1 of this clause are not met; or
- (b) They are required to return to work without having a ten (10) hour break from when they last worked overtime.

## **2.9. Limitation of Penalty Payments**

There will not be a salary limit in the payment of overtime. Overtime shall be paid to Employees in accordance with the provisions of this Agreement.

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### 3. SHIFT WORK AND DAY WORK

#### 3.1. Definitions

- (a) **"Standard Hours"** are defined under Part 1 Clause 13.
- (b) **"Day Work"** is defined as the work carried out between 6.00am and 6.00pm Monday to Friday inclusive
- (c) **"Normal Rate"** is the base rate of pay plus any allowances
- (d) **"Early Morning Shift"** is defined as a shift starting at or after 4.00am and before 6.am
- (e) **"Afternoon Shift"** is defined as a shift finishing after 6.00pm and at, or before midnight
- (f) **"Night Shift"** is defined as a shift finishing after midnight or starting before 4.00am
- (g) **"Rotating Shifts"** are when an Employee works on rostered rotating shifts i.e. day, afternoon and night
- (h) **"Permanent Night Shift"** is defined as a roster of shifts consisting of night shift only for a continuous period of four (4) weeks or more
- (i) Each hour (or part thereof) of Standard Hours of work shall be paid at the rate applicable for the day on which the hour (or part thereof) was worked.

#### 3.2. Shift Work Availability

- 3.2.1. An Employee shall be required to make themselves available to work shifts as determined by the organisation from time to time.
- 3.2.2. An Employee, employed to work rostered shift work, shall be given a copy of the rostered hours they are required to work at least two (2) weeks to the commencement of each roster.
- 3.2.3. At least twenty four (24) hours' notice shall be given to an individual Employee who is requested to change rostered shifts.
- 3.2.4. At least fourteen (14) days' notice shall be given to Employees if it is intended to alter agreed rosters.
- 3.2.5. Whilst an Employee works on rotating shifts or permanent night shift, they shall be considered to be a Shift Worker for the purposes of this agreement.

#### 3.3. Shift Allowances

All standard hours work performed between midnight on Sunday to midnight on Friday shall be subject to payment of the following shift penalties:

- |    |                       |     |
|----|-----------------------|-----|
| a) | Early Morning Shift   | 15% |
| b) | Afternoon Shift       | 15% |
| c) | Night Shift           | 15% |
| d) | Permanent Night Shift | 30% |

## **PART 3 – WORKSHOP EMPLOYEES**

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### **1. APPLICATION OF THIS PART**

1.1 This Part applies to those Employees who are:

- (a) employed at the Company's establishment at Ballarat; and
- (b) employed to perform work which would, but for this agreement, fall within the classifications in the *Manufacturing and Associated Industries and Occupations Award 2020*.

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### **2. RELATIONSHIP WITH PART 1 – GENERAL TERMS**

This Part 3 shall be read in conjunction with Part 1 of this Agreement. Where there is any inconsistency between the terms in Part 3 and the terms in Part 1, the term(s) in this Part 3 shall prevail to the extent of any inconsistency.

2.1 Where the Company or Employees wish to implement workplace changes through the application of a facilitative provision in the *Manufacturing and Associated Industries and Occupations Award 2020*, such changes will only be implemented by agreement between the Company, the Union and those Employees concerned.

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### **3. OVERTIME**

- 3.1 All Employees may be required to work by the Company a reasonable amount of overtime. Overtime is payable for work performed outside the ordinary hours of work. Overtime shall be calculated on the ordinary hourly rate.
- 3.2 Overtime worked outside the ordinary hours shall be paid at time and a half for the first 3 hours and double time thereafter. Overtime on Saturday will be a minimum of 4 hours at double time
- 3.3 Overtime worked on a Sunday will be paid at double time for a minimum of 3 hours. Overtime worked on a Public Holiday will be paid at double time and a half for a minimum of 3 hours.
- 3.4 The parties agree that to meet customer demands and the competitive environment in which we operate, a degree of flexibility is required from all employees. Where possible, overtime will be organised on the Thursday prior to the weekend, however to meet customer demands on short notice this is not always achievable.
- 3.5 The parties agree that employees will show a degree of flexibility and understanding when asked at short notice to work overtime to meet supply commitments.

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### **4. APPRENTICE/TRAINEE**

#### **4.1. Apprentice/Trainee Agreement**

- 4.1.1. Apprentices/Trainees, both new and existing Employees, shall be trained for qualification in accordance with an accredited course prescribed and provided by a relevant training organization engaged by the Company for the purpose.
- 4.1.2. A suitable document describing the terms of the agreement shall be provided to the Apprentice/Trainee.
- 4.1.3. Apprentices/Trainees shall not be required to work overtime unless over 18 years of age.
- 4.1.4. When an Apprentice/Trainee is required to attend college or school as part of their training on the day that they are rostered off, they shall observe an alternate rostered day off as agreed with the Company.

#### **4.2. Apprentice/Trainee Rates of Pay**

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

<b>Year</b>	<b>Rate</b>	<b>Adult Rate</b>
1	50%	78%
2	60%	83.28%
3	75%	86.26%
4	88%	90.27%

#### **4.3. Existing Employees**

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

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### **5. RECLASSIFICATION/ COMPETENCY STANDARDS**

- 5.1 The parties agree to continue the development of a set of competency standards and a skills matrix that support the objectives of the business, the aim of which is to provide progression and a career path based on acquisition and use of such competency and skills. The Company will utilise two workplace assessors to carry out this process. Dependent on cases it should be anticipated that the assessors conduct assessments twice a year to ensure expediency of classification reviews.
- 5.2 When an Employee lodges their application for assessment the date will be recorded. If successful in gaining a higher classification the higher rate shall be paid from the date the application was lodged.
- 5.3 If the internal assessors cannot reach agreement, the parties shall agree on an independent assessor(s) to undertake the classification review. The outcome by the independent assessors shall be binding on all parties.

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### **6. ALLOWANCES**

- 6.1 The following site specific allowances will apply in addition to those provided for in the incorporated award terms:

**(a) Toxic Substances**

Employees using toxic substances or materials of a like nature shall be paid the amount for the allowance contained in Attachment 2 whilst so engaged.

For the purposes of the sub-clause, toxic substances shall include epoxy based materials and all materials which include or require the addition of a catalyst hardener and reactive additives or two pack catalyst system shall be deemed to be materials of a like nature.

**(b) Respirators**

Employees working in an environment which requires the mandatory wearing of full protective equipment which includes hood and airline respirator shall be paid the amount for the allowance contained in Attachment 2 whilst so engaged.

**(c) A Class Electrical Licence,**

Employees who hold an A Class Electrical Licence shall be paid the amount for the allowance contained in Attachment 2.

**(d) Leading Hand Allowance**

Leading Hands in charge of three (3) or more people shall the relevant amount as set out below. The all-purpose Leading Hand Allowance is payable whilst an Employee is performing in the role and the amount for this allowance is contained in Attachment 2.

**(e) Overtime Meal Allowance**

The amount for this allowance is contained in Attachment 2.

- 6.1 Allowances will be varied in accordance with the wage increases detailed in Part I clause 12 of this Agreement and are outlined in Appendix 2.

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## SIGNATURES OF THE PARTIES

Signed on behalf of **UGL Rail Pty Ltd** by:



\_\_\_\_\_  
(Signature of authorised person)

David Zropf

\_\_\_\_\_  
(Name of authorised person)

Executive General Manager - Services UGL

\_\_\_\_\_  
(Authority to Sign)

Level 6, 199 Grey Street, South Brisbane QLD 4101

\_\_\_\_\_  
(Address of authorised person)

24/09/2021

\_\_\_\_\_  
(Date)



\_\_\_\_\_  
(Signature of Witness)

Christianne Bradshaw

\_\_\_\_\_  
(Name of Witness)

24/09/2021

\_\_\_\_\_  
(Date)

The above person is authorised by UGL Rail Pty Ltd to sign the agreement on its behalf.

Signed for and on behalf of the **Employees**:

---

(Signature of authorised person)

---

(Name of authorised person)

---

(Authority to Sign)

---

(Address of authorised person)

---

(Date)

---

(Signature of Witness)

---

(Name of Witness)

---

(Date)

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



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



(Signature of authorised person)

LUBA GRIGOROVITCH

(Name of authorised person)

Branch Secretary

(Authority to Sign)

2/365 Queen Street, Melbourne 3001 .

(Address of authorised person)

29 Sep. 2021 .

(Date)



(Signature of Witness)

Amanda Swayn

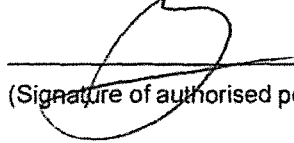
(Name of Witness)

29 Sept 2021

(Date)

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

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


  
(Signature of authorised person)

Luciano Malgeri  
(Name of authorised person)

Assistant State Secretary  
(Authority to Sign)

251 Queensberry Street, Carlton Stn, VIC, 3053  
(Address of authorised person)

September 29, 2021  
(Date)

  
(Signature of Witness)

S.J. Sullivan  
(Name of Witness)

September 29, 2021  
(Date)

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

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



(Signature of authorised person)

TROY GRAY

(Name of authorised person)

SECRETARY - ETU VICTORIAN BRANCH

(Authority to Sign)

LEVEL 1, 200 ARDEN ST NORTH MELBOURNE

(Address of authorised person)

29/09/2021

(Date)



(Signature of Witness)

ANNIE THATCHER

(Name of Witness)

(Date)

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

## ATTACHMENT 1 – WAGE RATES

Classification	Class	Division	1 October 2020 2% \$ per Hour	1 October 2021 3% \$ per Hour	1 October 2022 3% \$ per Hour	1 October 2023 3% \$ per Hour
C14			29.59	30.48	31.39	32.33
C13			31.12	32.05	33.02	34.01
C12			33.17	34.17	35.19	36.25
C11			35.06	36.11	37.19	38.31
C10			37.93	39.07	40.24	41.45
C9			39.84	41.04	42.27	43.54
C8			41.73	42.98	44.27	45.60
C7			43.63	44.93	46.28	47.67
C6			47.42	48.84	50.31	51.82
Clerical	1	4	36.14	37.22	38.34	39.49
Clerical	1	5	37.03	38.14	39.28	40.46
Clerical	2	1	38.04	39.18	40.35	41.56
Clerical	2	2	38.98	40.15	41.36	42.60
Clerical	3	1	40.21	41.41	42.66	43.94
Clerical	3	2	41.19	42.42	43.70	45.01
Clerical	4	1	42.48	43.76	45.07	46.42
Clerical	4	2	43.48	44.79	46.13	47.51
Clerical	5	1	44.92	46.27	47.66	49.09
Clerical	5	2	45.90	47.28	48.70	50.16
Clerical	6	1	47.37	48.79	50.25	51.76
Clerical	6	2	48.38	49.83	51.32	52.86
Senior Officer		1	49.96	51.46	53.00	54.59
Senior Officer		2	51.55	53.10	54.69	56.33
Senior Officer		3	53.13	54.73	56.37	58.06
Senior Officer		4	54.71	56.35	58.04	59.79
Senior Officer		12	71.19	73.32	75.52	77.79
Senior Officer		16	76.34	78.63	80.99	83.42
Foreman Artisan	C6		57.85	59.59	61.38	63.22
Foreman Artisan	C7		53.22	54.82	56.46	58.16
Foreman Artisan	C8		50.91	52.44	54.01	55.63
Foreman Artisan	C9		48.60	50.06	51.56	53.11
Foreman Artisan	C10		46.29	47.68	49.11	50.58

## ATTACHMENT 2 – ALLOWANCES

			1 October 2020	1 October 2021	1 October 2022	1 October 2023
			2%	3%	3%	3%
Allowances			Rate	Rate	Rate	Rate
Meal	Breakfast	Per Meal	22.41	23.08	23.77	24.49
	Lunch	Per Meal	22.41	23.08	23.77	24.49
	Dinner	Per Meal	37.34	38.46	39.62	40.80
	Overtime	Per Meal	17.70	18.23	18.77	19.34
1st Aid Allowance		Hourly	0.45	0.46	0.48	0.49
Confined Space		Hourly	0.87	0.89	0.92	0.95
Dirt Allowance		Hourly	0.64	0.66	0.68	0.70
Toxic Substances		Hourly	0.85	0.87	0.90	0.93
Respirators		Hourly	0.56	0.58	0.60	0.61
A Grade		Hourly	0.94	0.97	1.00	1.03
Leading Hand *for all purposes	3-10 employees	Weekly	42.61	43.88	45.20	46.56
	11-20 employees	Weekly	63.57	65.47	67.44	69.46
	21+ employees	Weekly	80.86	83.28	85.78	88.35
Leading Hand *for all purposes/	3-10 employees	Hourly	1.12	1.16	1.19	1.23
	11-20 employees	Hourly	1.67	1.72	1.77	1.83
	21+ employees	Hourly	2.13	2.20	2.26	2.33

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## **ATTACHMENT 3 – MODEL CONSULTATION TERM**

### **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).

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