



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Metro Trains Melbourne Pty Ltd T/A Metro Trains Melbourne
(AG2024/1478)

METRO TRAINS MELBOURNE ROLLING STOCK ENTERPRISE AGREEMENT 2023

Rail industry

COMMISSIONER WILSON

MELBOURNE, 16 MAY 2024

Application for approval of the Metro Trains Melbourne Rolling Stock Enterprise Agreement 2023

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

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

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

[4] The Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia, the Australian Rail, Tram and Bus Industry Union, the "Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union" known as the Australian Manufacturing Workers' Union (AMWU) and The Association of Professional Engineers, Scientists and Managers, Australia being bargaining representatives for the Agreement, have given notice under s.183 of the Act that they want the Agreement to cover them. In accordance with s.201(2) I note that the Agreement covers the organisations.

[5] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 23 May 2024. The nominal expiry date of the Agreement is 30 June 2027.



COMMISSIONER

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Annexure A

IN THE FAIR WORK COMMISSION

FWC Matter No.:
AG2024/1478

Applicant:
Metro Trains Melbourne Pty Ltd

Undertaking- section 190

I, Rob Duvel, Executive Director: Safety & People of Metro Trains Melbourne Pty Ltd (**the Company**) give the following undertakings with respect to the *Metro Trains Melbourne Rolling Stock Enterprise Agreement 2023* (**the Agreement**):

1. I have the authority given to me by Metro Trains Melbourne Pty Ltd to provide this undertaking in relation to this application before the Fair Work Commission.
2. The Company undertakes that:
 - a. in relation to clauses 28, 29 and 30 of the Agreement, any reference to "trainee" or "traineeship" shall be deleted as the Company does not employ any employees pursuant to the National Training Wage system under this Agreement.

Employer name: Metro Trains Melbourne Pty Ltd

Authority to sign: Executive Director: Safety & People

Signature:



Date: 14/05/2024

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

Enterprise Agreement

2023



Rolling Stock



Metro Trains Melbourne PTY LTD

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SECTION ONE: THE AGREEMENT

1 TITLE

This agreement shall be known as the Metro Trains Melbourne Rolling Stock Enterprise Agreement 2023 (**the Agreement**).

2 COVERAGE AND APPLICATION

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

- 2.1 Metro Trains Melbourne (**the Company**) in respect of employees of the Company who perform work associated with the provision of Train Fleet asset maintenance services by the Company for the Melbourne metropolitan public transport service and whose classifications are included in Schedule B (**Employees**);
- 2.2 The following employee organisations, to the extent that the Fair Work Commission notes in its decision to approve the Agreement that the Agreement covers them:
 - (a) the Australian Rail, Tram and Bus Industry Union (**RTBU**);
 - (b) the Association of Professional Engineers, Scientists and Managers, Australia (**APESMA**);
 - (c) the Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia (**CEPU**); and
 - (d) the Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union (Victorian Branch) (**AMWU**).
- 2.3 Any reference in the Agreement to “Union” or “Unions” is a reference to the abovementioned employee organisations (**Unions**).

3 RELATIONSHIP TO AWARDS AND AGREEMENTS

- 3.1 The Agreement is a comprehensive agreement that operates to the exclusion of any Awards or agreements, other than the provisions of Schedule A and clause 20.5 of the *Manufacturing and Associated Industries and Occupations Award 2020* which are incorporated into this Agreement and are to be read in conjunction with Schedules A and B of this Agreement (save that clause 20.5 of the Award shall not apply to Suburban Train Examiners). For the avoidance of doubt the Agreement operates to the exclusion of all prior agreements, formal and informal save to the extent that the operation of a relevant past agreement provision is specifically preserved in the Agreement.
- 3.2 Nothing in the Agreement is to be taken as overriding agreements made for the purposes of the Occupational Health and Safety Act 2004 (*Vic*).

3.3 Where a payment in relation to wages, allowances or entitlements is being made, and the Company, Employees and/or Unions agree that the relevant provision has been erroneously omitted from the Agreement, the payment will continue to operate as per the erroneously omitted provision. For the avoidance of doubt, in order for the wages, allowances and/or provisions payment to continue, there must be an agreement reached by:

- (a) the Company; and
- (b) the Employees and/or the Unions,

that the provision relating to the payment was omitted from the Agreement as per this clause.

4 OPERATION AND NOMINAL EXPIRY DATE

4.1 The Agreement shall take effect seven (7) days after the Agreement is approved by the Fair Work Commission, i.e. the date of effect. The nominal expiry date of the Agreement is 30 June 2027.

4.2 The Company and the Unions will review the Agreement six (6) months prior to its nominal expiry date.

4.3 The Agreement will be read and interpreted in conjunction with the National Employment Standards (NES). Where there is an inconsistency between this Agreement and the NES, and the NES provides a greater employee benefit, the NES provision will apply to the extent of the inconsistency.

5 COMMITMENT TO GOVERNMENT AND COMPANY INITIATIVES

5.1 In consideration of the benefit provided by the Agreement, the Parties to the Agreement are committed to supporting the implementation of Company and Government Initiatives.

5.2 Meeting any Company or Government initiatives may include supporting the implementation of new rosters, training, or workplace arrangements, including workplace location (both temporary and permanent). Any changes required to support these initiatives will be made in accordance with the provisions of the Agreement.

5.3 During the life of the Agreement, the Parties agree to review the current classifications contained in Schedule B, with the purpose of removing redundant classifications. This will be achieved by agreement between the Parties.

6 BEST PRACTICE

- 6.1 The Parties are committed to the objective of achieving the best known practice, nationally or internationally, where such practice is considered relevant and adaptable by the Company. Targets will be set on the basis of current or existing standards of infrastructure and equipment. Best practice is a continuous improvement process, which involves constantly reviewing, changing, adapting and integrating related approaches to organisational issues. Best practices are not fixed and not restricted to an examination of costs, but also include quality and delivery of service issues.
- 6.2 The Parties recognise that best practice must be achieved within determined timeframes to enhance the performance of various Company functions.
- 6.3 The Parties agree that best practice is outcome rather than simply activity based. It provides the processes, structures, rights and obligations that are essential to ensure that the full capacity for innovation of Employees is fully and effectively used. Best practice depends on effective training of both management and Employees to acquire and utilise the skills which are necessary to effectively develop, implement and evaluate the change process. This may include consideration of the type of apprenticeships and qualifications required, multi-skilling and upskilling.
- 6.4 The Parties agree that a best practice approach and methodology are important to the implementation of the Agreement.
- 6.5 Best practice programs are to be based on the following principles:
- (a) leadership will be used to create and deploy clear values;
 - (b) all parties will be fully involved;
 - (c) a planned and structured approach will be used to set and achieve objectives;
 - (d) appropriate facts, data and analysis will be used by all Employees to perform their functions;
 - (e) the customer will define product and service quality;
 - (f) partnerships with suppliers and customers will be actively pursued;
 - (g) quality will be achieved by having well planned and managed processes;
 - (h) processes will be standardised as part of process management;
 - (i) continual improvement of all processes will be pursued;
 - (j) ways will be sought to innovate and redesign processes;
 - (k) emphasis will be on prevention and improvement; and
 - (l) an appropriate level of community and environmental responsibility will be demonstrated.

6.6 The introduction of new technology, (fixed or mobile) will not lead to increased wage claims in itself.

7 SUPPLEMENTARY LABOUR

7.1 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.

7.2 Prior to the engagement of any Third Party, the Company will offer overtime to employees who are located at the Depot where the work is to be performed.

7.3 Prior to the engagement of any Third Party, 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, a Third Party may be required to address the immediate workload.

7.4 During the engagement of a Third Party, no Employee of the same occupation who is available to transfer to this work will be declared surplus.

7.5 Consultation with Employees and Unions will occur prior to the use of any Third Party.

7.6 Any Third Party shall be appropriately qualified to undertake the work required.

7.7 The engagement of any Third Party is to be used to support the existing Employees in overcoming excessive workloads or skill shortages and not to reduce the full-time workforce numbers.

7.8 In the event of a dispute over this process, the Parties are committed to the process contained in the Dispute Resolution Procedure as set out in the Agreement.

7.9 a) In respect of work that is covered by the Agreement, the Company shall only use a Third Party if the wages, and wage related matters, which apply to it and/or its employees are the same or better overall than those provided for in the Agreement.

b) Supplementary labour will be discussed as part of the meetings that are scheduled under clause 94 (Employee Representative meetings).

c) The Company must advise either in writing or otherwise by agreement:

i) the name of the proposed Third Party;

ii) the type of work proposed to be given to the Third Party;

iii) the number of persons;

iv) qualifications of the persons the proposed Third Party may engage to perform the work;

v) the likely duration; and

vi) the industrial instrument that applies to the employees of the Third Party

d) For the purposes of this clause 7, 'Third Party' means:

- i) a labour hire agency;
- ii) a contractor;
- iii) an employee or contractor, of a contractor; and/or
- iv) any other person or entity who/which is not a direct employee of the Company;

which will do, or does, work that would be covered by this Agreement if it was performed by the Employees.

8 OCCUPATIONAL HEALTH AND SAFETY ISSUES

When a matter involving occupational health and safety arises, it shall be dealt with in accordance with the provisions of the Occupational Health and Safety Act 2004 (Vic) (as amended), and the Rail Safety Act 2006.

9 EXTRA RATES NOT CUMULATIVE

Extra rates in the Agreement are not cumulative so as to exceed the maximum of double time; the applicable rate is that which is most beneficial to the Employee.

10 CONSULTATION

10.1 This term applies if:

- (a) the Company has made a decision to introduce a major change to production, program, organisation, structure, or technology in relation to its enterprise; and
- (b) the change is likely to have a significant effect on Employees.

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

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

10.4 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 Company of the identity of the representative;

the Company must recognise the representative.

10.5 As soon as practicable after making its decision, the Company 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 Company 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.
- 10.6 However, the Company is not required to disclose confidential or commercially sensitive information to the relevant Employees.
- 10.7 The Company must give prompt and genuine consideration to matters raised about the major change by the relevant Employees.
- 10.8 If a term in the Agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the Company, the requirements set out above are taken not to apply.
- 10.9 In this term, a major change is likely to have a significant effect on employees if it results in:
- (a) the termination of the employment of Employees; or
 - (b) major change to the composition, operation or size of the Company’s workforce 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.
- 10.10 In this term, relevant employees means the Employees who may be affected by the major change.

Change to regular roster or ordinary hours of work

- 10.11 The Company will also commit to:
- (a) Consult Employees about changes to their regular roster or ordinary hours of work;

- (b) Provide information to Employees about the change;
- (c) Invite the Employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities);
- (d) Consider any views given by the Employees about the impact of the change; and
- (e) Allow for representation of those Employees for the purposes of that consultation.

10.12 Provided that such consultation will operate in conjunction with any other term of the Agreement (including Appendix D) requiring consultation or agreement with Employees in relation to changes to hours of work or related matters.

11 GRIEVANCE PROCEDURE (“FAIR TREATMENT”)

11.1 Objective of Fair Treatment System

The objective of this system is to provide Employees with access to a system of review when there is a belief an Employee has been treated unfairly. The Company is firmly committed to ensuring that this system shall provide for an orderly, fair and speedy mechanism to resolve issues.

Issues dealt with under this system are non-industrial and of a personal nature.

11.2 Procedure for Fair Treatment

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

- (a) In the first instance an Employee should discuss the issue with their supervisor.
- (b) If the matter remains unresolved, then they can refer the matter to their manager.
- (c) If the matter is still unresolved, or the Employee feels that they are not receiving fair treatment, then they should inform their manager and arrange to talk with their Department Manager/Chief Executive Officer.
- (d) If the Employee still feels that they are not receiving fair treatment, or if their Department Manager has not become involved within fourteen (14) days of when the issue was raised, the matter can be referred by either party for mediation. Both parties will participate in the mediation process in good faith. The parties will agree on a mediator considered appropriate to mediate the issue.
- (e) At any stage in this process the Employee has the right to appoint another person to act on their behalf in relation to resolving the matter. This person may be a Union representative.
- (f) As soon as is practicable (usually within twenty-four (24) hours) after the Employee has initiated a step in the process, the Employee will be advised of how and when the issue will be addressed.

- (g) Where a grievance exists and whilst that grievance 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 grievance, such that no party is prejudiced during the process to resolve the matter.
- (h) If matters cannot be resolved under this process, the Employee has recourse to the Dispute Resolution Procedure. Any matter resolved through arbitration under the Disputes Resolution Procedure will be private and will not set precedent for other Employees.

12 DISPUTE RESOLUTION PROCEDURE

12.1 If a dispute relates to:

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

this clause sets out procedures to settle the dispute. For the avoidance of doubt, and notwithstanding clause 12.5(b), matters relating to occupational health and safety cannot be dealt with by arbitration and will not be subject to the status quo provision at clause 12.9.

12.2 An Employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this term.

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

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

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

- (a) The Fair Work Commission will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
- (b) For matters arising under clause 12.1(a) and (b), if the Fair Work Commission is unable to resolve the dispute at the first stage, the Fair Work Commission may then:
 - (i) arbitrate the dispute; and
 - (ii) make a determination that is binding on the parties.

12.6 Note: if the Fair Work Commission arbitrates the dispute, it may also use the powers that are available to it under the Act.

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

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

12.9 In the event of a clause 12.1(a) or (b) dispute, while the parties are trying to resolve the dispute using the procedures in this clause, work must continue in accordance with the usual practice existing prior to the matter that is the subject of the dispute (status quo), pending the resolution of the dispute unless:

- (a) there is a reasonable concern about an imminent risk to health and safety associated with the status quo (in which case status quo will not apply); or
- (b) the status quo has a direct impact on service delivery or Government related initiatives (in which case the status quo will only apply up to the conclusion of the steps in clause 12.5(a).

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

12.11 In the event of a clause 12.1(c) dispute, the status quo will not apply, pending the resolution of the dispute.

12.12 The parties to the dispute agree to be bound by a decision made by the Fair Work Commission in accordance with this clause. For the avoidance of doubt, this excludes matters arising under clause 12.1(c).

13 NO EXTRA CLAIMS

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

SECTION TWO: EMPLOYMENT CONDITIONS

14 CONTRACT OF EMPLOYMENT

Employment terms and conditions are as follows:

- 14.1 (a) Employees shall be engaged on a weekly basis and placed on a period of probation for six (6) months at the commencement of their employment.
- (b) If an Employee is not meeting the expectations of the role, then the Company will conduct a review of their performance within the first three (3) months of their employment.
- (c) The Company will provide the employee the opportunity to address the Company's concerns raised at the review regarding their performance and/or conduct.
- (d) For the avoidance of doubt, if there are any matters that relate to serious misconduct the process in clause 22.10 will apply instead of this clause.
- (e) During the probationary period the Company or Employee may terminate employment by the giving of seven (7) days' notice. Alternatively, the Company may terminate employment by paying one (1) week's pay in lieu of notice;
- 14.2 Employees shall be paid on a fortnightly basis by Electronic Funds Transfer (**EFT**) to a nominated account;
- 14.3 Employees shall comply with any reasonable and lawful request of the Company provided that they are appropriately trained, competent and qualified to undertake the request, as dictated by the Fleet Engineering Standard;
- 14.4 Employees shall work reasonable overtime and in accordance with shift rosters which may vary from time to time (see clause 64 herein);
- 14.5 Employees shall properly use/wear all protective clothing, uniforms and equipment that is provided by the Company;
- 14.6 Employees shall use technology and perform any duties which are within the Employee's skills, competence, training and qualification;
- 14.7 Employees shall adhere to start and finish times for all work periods; and
- 14.8 Employees shall participate in developing and implementing work methods that are designed to improve performance of the business.
- 14.9 This clause has no impact on the timing of a new employee moving to shift work following completion of minimum mandatory induction training.

15 PART-TIME EMPLOYMENT

Where Employees are working part time, the following will apply:

- 15.1 Employees engaged to work on a part-time basis must have a regular pattern of hours, which shall average less than thirty-eight (38) hours per week provided that before commencing part-time employment, the Company and the Employee 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.
- 15.2 The Employee concerned is entitled to be paid for the hours agreed upon.
- 15.3 The terms of the arrangement may be varied by mutual consent.
- 15.4 The arrangement 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.
- 15.5 Otherwise, the terms of the Agreement shall apply pro rata to part-time Employees on the basis that ordinary weekly hours for full-time Employees are thirty-eight (38).
- 15.6 Part-time Employees required by the Company to work in excess of the agreed hours shall be paid overtime for such hours.
- 15.7 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 clause 42.

16 FATIGUE MANAGEMENT

- 16.1 The Company agrees to develop practices and working arrangements that take into consideration the nature of the rail working environment. In respect to fatigue management, rosters, additional hours and work will all be monitored to ensure Employees do not place themselves at an unacceptable level of risk.
- 16.2 In return, Employees agree to present for work in a safe manner without undue impairment caused by fatigue or external activities likely to cause fatigue.
- 16.3 Employees and the Company have a shared responsibility in ensuring fatigue related risk is minimised.

17 INDIVIDUAL FLEXIBILITY ARRANGEMENTS

- 17.1 The Company and an Employee covered by the Agreement may agree to make an Individual Flexibility Arrangement (**IFA**) to vary the effect of terms of the Agreement if:
- (a) Employees are employed as senior managers or technical specialists and the IFA deals with one (1) or more of the following matters:
 - (i) arrangements about when work is performed;

- (ii) overtime rates;
 - (iii) penalty rates;
 - (iv) allowances;
 - (v) leave loading;
 - (vi) travel passes;
 - (vii) callout after hours;
 - (viii) travelling and waiting time; or
 - (ix) business improvement/bonus leave.
- (b) for all other Employees the IFA deals with the following matter:
- (i) Travel Passes a first class rail pass for use by the Employee, spouse and eligible dependent whilst the Employee is on annual leave and/or long service leave.
- (c) the IFA meets the genuine needs of the Company and Employee in relation to one (1) or more of the matters mentioned in 17.1(a) and (b); and
- (d) the IFA is genuinely agreed to by the Company and Employee.

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

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

17.3 The Company must ensure that the IFA:

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

(e) states the day on which the IFA commences.

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

17.5 The Company or Employee may terminate the IFA:

(a) by giving no less than twenty-eight (28) days written notice to the other party to the IFA; or

(b) if the Company and Employee agree in writing — at any time.

18 TRANSFER 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 the Agreement are employed, and in the event of Employees being offered employment in that business by a new employer upon the terms and conditions of employment of the 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 or transfer.

19 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 transmittes, 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 progressions where applicable, the maintenance of all accrued entitlements including pro-rata accruals with the previous employers transferring with the Employee, this includes personal leave, annual leave, annual leave loading, long service leave, rostered days off or their equivalent, time off in lieu owing, public holidays, employee travel passes and any other accrued entitlements) and for the purposes of calculating any redundancy payments.

20 STAFF DEVELOPMENT AND FEEDBACK

- 20.1 The following provisions will apply to Employees nominated by the Company from time to time. The overall objective of the feedback discussion is to provide a suitable development program for Employees and to establish a process for mutual feedback in the workplace. The feedback discussion will enable both the supervisor and the Employee to measure the effectiveness of any training undertaken (or being undertaken) and provide a forum for ideas and suggestions.
- 20.2 It is an expectation of the Company that Employees will participate in the staff development and feedback process, which will include formal feedback discussions, generally conducted on a twelve (12) monthly basis. Informal discussions will occur midway through the twelve (12) month period to review progress of development.
- 20.3 An Employee may choose to be accompanied, during the feedback discussion, by a third person of their choice.
- 20.4 Records of the discussion will be given to the Employee and a copy will be kept on the Employee's file.
- 20.5 Areas of review will include but are not limited to productivity, safety, environmental awareness, individual work history (skills audit), job satisfaction, team and individual performance targets, training requirements and competency.
- 20.6 In regards to those Employees employed under the Metal Industry 'C' Classification structure, only those classified under the technical stream will be required to take part in this process.

21 CODE OF CONDUCT

The policy of the Company is to have fair, equitable and consistent procedures in the workplace for the purpose of ensuring acceptable behaviour and conduct.

22 PERFORMANCE MANAGEMENT PROCESS

- 22.1 While in most cases each step of the following procedure will be followed in sequential order, in certain cases of serious breaches of procedures or unacceptable conduct, the Company may elect to skip disciplinary steps. Serious breaches in this context refer to breaches for which it is not reasonable that a second breach would be tolerated and include such breaches that are likely to significantly put at risk other persons or the environment.
- 22.2 The Company is committed to work with Employees to assist them to achieve satisfactory standards of work performance and conduct. When an Employee does not meet satisfactory standards of conduct in the areas of neglect of duty, approach to work or other misconduct, the process outlined below is to be followed, which shall include the Company providing training where appropriate. The Employee has the right to have representation or the Employee's nominated witness present during this process.
- 22.3 The disciplinary counselling procedures do not warrant the involvement of barristers and/or solicitors.

22.4 The Company may elect to 'Stand Down' an Employee whilst conducting an investigation into alleged serious misconduct. If the Company 'Stands Down' an Employee while undertaking an investigation, the Employee will be 'Stood Down' and paid as per roster.

22.5 An employee may only be 'Stood Down' if allegations specifically relate to serious misconduct as defined by the Fair Work Act 2009 (Cth), their continued attendance at work would be deemed to pose a safety risk to the mental or physical wellbeing of themselves or others or to maintain the integrity of an investigation. Where the company concludes that an employee should be removed from their workplace, a temporary transfer to other depots or the undertaking of alternative duties must be provided prior to Stand Down where it is practical to do so.

22.6 Step 1. Recorded Verbal Warning/Counselling

When the Company has concern regarding the conduct of an Employee, the Company shall undertake an investigation into the issues pertaining to the unsatisfactory conduct. The Employee will be given the opportunity to provide an explanation. The Company will consider this explanation and relevant facts in making its determination. Based on its determination, the Company may verbally warn the Employee, which shall be documented with a copy placed on the Employee's personnel file, however will not be taken into account for further disciplinary action after twelve (12) months. The Employee under counselling shall be made aware of the standards of improvement in conduct that is to be made.

22.7 Step 2. First Written Warning

If the Employee fails to meet the agreed standards of improvement in accordance with Step 1, or if the Company has a second concern about the conduct of the Employee, the Company shall undertake an investigation into the issues pertaining to the unsatisfactory conduct. The Employee will be given the opportunity to provide an explanation. The Company will consider this explanation and relevant facts in making its determination. Based on its determination, the Company may provide the Employee with a written warning, with a copy placed on the Employee's personnel file, however will not be taken into account for further disciplinary action after twelve (12) months. The Employee receiving the written warning shall be made aware of the standards of improvement in conduct that is to be made.

22.8 Step 3. Final Written Warning

If the Employee fails to meet the agreed standards of improvement in accordance with Step 2, or if the Company has a third concern about the conduct of the Employee, the Company shall undertake an investigation into the issues pertaining to the unsatisfactory conduct. The Employee will be given the opportunity to provide an explanation. The Company will consider this explanation and relevant facts in making its determination. Based on its determination, the Company may provide the Employee with a written warning, with a copy placed on the Employee's personnel file. The Employee receiving the written warning shall be made aware of the standards of improvement in conduct that is to be made.

22.9 Step 4. Dismissal

If the Employee fails to meet the agreed standards of improvement in accordance with Step 3, or if the Company has a further concern about the conduct of the Employee, the Company shall undertake an investigation into the issues pertaining to the unsatisfactory conduct. The Employee will be given the opportunity to provide an explanation. The Company will consider this explanation and relevant facts in making its determination. Based on its determination, the Company may dismiss the Employee with a written notice of termination.

22.10 Summary Dismissal

- (a) The Company may dismiss an Employee, without notice, for serious misconduct warranting summary dismissal. The Company shall undertake an investigation into the issues pertaining to the serious misconduct. The Employee/s concerned will be afforded due and proper process including right to representation and opportunity to respond. The Employee will be given the opportunity to provide an explanation. The Company will consider this explanation and relevant facts in making its determination. Based on its determination, the Company may summarily dismiss the Employee.
- (b) For the purpose of this clause serious misconduct is as defined in the Fair Work Act 2009 (Cth) as varied from time to time. Serious misconduct includes theft, fraud, assault, intoxication at work and the refusal to carry out lawful and reasonable instructions consistent with the employment contract. For the avoidance of doubt, the refusal of instructions due to reasonable safety concerns is not considered serious misconduct.
- (c) Under normal circumstances, use of the Internet that has not been approved by the Company will not constitute serious misconduct. However, any Employee who violates this clause will be subject to the disciplinary code of conduct which in extreme cases may lead to dismissal.

23 ABSENTEEISM

The Company's philosophy is to focus on encouraging Employees to be at work unless they are absent due to illness, injury or approved leave. Where it becomes apparent to the Company that an Employee has developed a pattern of behaviour that is contrary to these goals, the Company is committed to encouraging and facilitating good performance by communicating an expectation for improvement and providing the means by which improvement can be achieved and which may require the Employee upon return to work to attend an examination conducted by a Company nominated Medical Officer. The Company will endeavour to work with the Employee to determine and resolve factors causing absenteeism.

24 ABANDONMENT OF EMPLOYMENT

- 24.1 The absence of an Employee from work for a continuous period exceeding three (3) working days without the consent of the Company and without notification to the Company shall be prima facie evidence that the Employee has abandoned their employment.
- 24.2 Provided that, if within a period of fourteen (14) days from their last attendance at work, or the date of their last absence in respect of which notification has been given or consent has been granted, and the Employee has not established to the satisfaction of the Company that they were absent for reasonable cause, the Employee shall be deemed to have abandoned their employment.
- 24.3 Termination of employment by abandonment in accordance with this clause shall be effective from the date of the last attendance at work or the last day's absence in respect of which consent was granted, or the date of the last absence in respect of which notification was given to the Company, whichever is the later.
- 24.4 This clause 24 will be subject to section 117 of the FW Act (Requirement for notice of termination or payment in lieu).

25 TERMINATION OF EMPLOYMENT

- 25.1 Termination of employment by the Company or Employee shall be in accordance with the requirements of relevant legislation and by giving the relevant period of notice as set out in the following table (excluding probationary Employees):

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

- 25.2 An Employee, in giving notice of resignation, may request an earlier exit date than that calculated in accordance with the table above. However, if the Company agrees to the earlier exit date, the Employee will only be paid up to and including the final day of work with the Company.
- 25.3 An Employee over the age of forty-five (45) and who has completed at least two (2) years of service with the Company is entitled to one (1) extra weeks' notice in addition to the period of notice set out in the above table.
- 25.4 Alternatively, the Company may:
- (a) Pay the Employee in lieu of their notice period; or
 - (b) Require the Employee to work for part of the Employee's notice period and pay the Employee for the balance of the period.

25.5 An Employee's employment may be terminated without notice for serious misconduct.

25.6 Employees are required to return all Company issued uniform, personal protective equipment (**PPE**) and equipment on termination of their employment.

26 REDUNDANCY

26.1 An Employee, whose position is determined by the Company as being surplus to requirements, shall be offered an alternative position within the Company when that is a viable option.

26.2 Should there be no alternative position available within the Company or, where applicable, the Employee is not offered a position (in accordance with clause 18) with an organisation taking over under a transfer of business, the following redundancy package shall be provided to the Employee on separation from the Company:

(a) Four (4) weeks' (or five (5) weeks' in accordance with Clause 25.3); severance pay, in lieu of notice of termination in Clause 25; plus

(b) Four (4) weeks' pay, at the Employee's ordinary rate at the time of separation, for each completed year of continuous service with the Company, Alstom Melbourne Transport Limited (**AMTL**), National Express, Thiess Infracore and/or UMTL, up to a maximum of fifty-two (52) weeks.

26.3 Employees who have terminated employment with one of the following organisations shall only be entitled to recognition of years of service under this clause since they were last re-employed by one of these organisations: PTC, the Company, AMTL, National Express, Thiess Infracore and UMTL. In a transfer of business situation, a transfer of employment from one organisation to another shall not be considered termination of employment under this clause.

26.4 The redundancy entitlement provided in this clause will not provide for a lesser entitlement than what is provided in the National Employment Standards (NES) and s. 119(2) of the Act and the more beneficial provisions apply.

26.5 No employee covered by this Agreement will be made forcibly redundant during the life of this Agreement, which nominally expires on 30 June 2027.

27 TRANSITION TO RETIREMENT

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

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

27.3 Transition to retirement arrangements that may be available to Employees include:

(a) reduction of working hours (i.e. part-time employment);

(b) job-sharing;

- (c) refocusing the Employee's responsibilities and duties;
- (d) project based work and secondments;
- (e) appointment to a role focused on training or mentoring other Employees;
- (f) accessing long service leave or other paid leave entitlements on a regular and systematic basis.

27.4 The availability and suitability of any transition to retirement arrangements set out above will be assessed on a case-by-case basis, with consideration for the operational requirements of the Company and the long term benefits of retaining the Employee's knowledge and skills.

28 APPRENTICE/TRAINEE AGREEMENT

- 28.1 The Company is committed to adult and junior apprenticeships/traineeships and recognises the benefit of providing job security through re-skilling and up-skilling and junior apprenticeships/traineeships, and will ensure a balanced approach is taken in offering current Employees the opportunity to re-skill and up-skill, and making junior apprenticeships/traineeships available.
- 28.2 Apprentices/Trainees, both new and existing Employees, shall be trained for qualification in accordance with an AQTF accredited training course prescribed and provided by a relevant training organisation, which may include the Company.
- 28.3 A suitable document describing the terms of the Apprentice/Trainee Agreement shall be provided to the Apprentice/Trainee.
- 28.4 Apprentices/Trainees shall not be required to work overtime unless over eighteen (18) years of age.
- 28.5 When an Apprentice/Trainee is required to attend a technical college or school as part of their training on a day that they are rostered off, they shall observe an alternate rostered day off as agreed with the Company.

29 APPRENTICE/ TRAINEE RATES OF PAY

Apprentices shall be paid the following percentages of the ordinary base rate of pay for classification C10 specified in the Agreement (Payment of the Adult rate will only apply to Apprentices who are twenty one (21) and over at commencement of their Apprenticeship):

Year	Apprentice (not completed year 12)	Apprentice (completed year 12)	Adult Apprentice
1	50%	55%	80%
2	60%	65%	80%
3	75%	75%	80%
4	88%	88%	88%

30 APPRENTICE/TRAINEE AGREEMENT FOR EXISTING EMPLOYEES

- (a) An existing Employee may be offered the opportunity to undertake 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 herein, until such time as the Apprentice/Trainee rate should equal or exceed such rate.
- (b) Where an apprentice is an existing employee who is ineligible for the all-purpose allowance based on their previous role within the Company, they will become eligible for the Schedule E "Trades All-Purpose Allowance" allowance upon

attainment of the relevant AQF Certificate III qualification. (first full pay period on or after) and shall comply with Clause E.5 under Schedule E.

- (c) Any apprentice who is transitioning from an alternate role within the Company and was already eligible for the All-Purpose Allowance Level 1 or Level 2 via Schedule C, E, F and G based on their previous role within the Company, will retain eligibility for the relevant All-Purpose Allowance whilst completing an Apprenticeship / relevant AQF Certificate III qualification provided they continue to meet their obligations under the respective Schedule.

SECTION THREE: WAGES, ALLOWANCES & RELATED MATTERS

31 WAGE INCREASES

- 31.1 Employees will receive the following pay adjustments in accordance with the following:
- (a) Two point five percent (2.5%) from the first full pay period on or after 1 July 2023;
 - (b) Two point five percent (2.5%) from the first full pay period on or after 1 January 2024;
 - (c) Two percent (2.0%) from the first full pay period on or after 1 July 2024;
 - (d) Two percent (2.0%) from the first full pay period on or after 1 January 2025;
 - (e) One point seven five percent (1.75%) from the first full pay period on or after 1 July 2025;
 - (f) One point seven five percent (1.75%) from the first full pay period on or after 1 January 2026;
 - (g) One point seven five percent (1.75%) from the first full pay period on or after 1 July 2026; and
 - (h) One point seven five percent (1.75%) from the first full pay period on or after 1 January 2027.
- 31.2 A Metro Tunnel Day One Facilitation Increase (passenger services) of 1% will apply to all employees covered by this Agreement effective from the date of the first passenger revenue service in the Metro Tunnel or 31 December 2025, whichever occurs first.
- 31.3 This payment will be processed by the Company in the second pay run after the date referred to in clause 31.2.
- 31.4 All wage related allowances in the Agreement will increase by the percentages specified above (clauses 31.1 and 31.2) unless otherwise stated.

32 SHIFT ALLOWANCES

All Ordinary Hours worked shall be subject to payment of the following shift penalties:

- (a) Early Morning Shift (Monday to Friday) 15%
- (b) Afternoon Shift (Monday to Friday) 15%
- (c) Night shift (Monday to Friday) 30%
- (d) Saturday/Sunday Shift 100%
- (e) Public Holiday Shift 150%

33 PAYMENT FOR TRAINING

When Employees are required to attend training during working hours they will be paid as per roster.

34 SALARY MAINTENANCE

- 34.1 Salary maintenance is a critical component of previous and ongoing restructuring and organisational changes.
- 34.2 Salary maintenance provides as a minimum the retention of grade classification, at the time of restructuring, with ongoing wage escalation as per the Agreement and with overtime as appropriate at the new position classification pay scale.
- 34.3 Individuals may retain additional arrangements as agreed at the time. Such arrangements will be provided to the Employee in writing. No Employee will be discriminated against because of such arrangements.
- 34.4 The provisions of this clause do not apply to Employees who have been demoted, or moved to an alternative position, due to the outcome of a disciplinary or underperformance matter.

35 HIGHER CLASSIFICATION DUTIES

- 35.1 An Employee who is requested to work at a level which attracts a higher rate of pay than his/her ordinary grade or level, shall be paid the rate applicable to such work for the time so engaged.
- 35.2 Where the work is for a period of two (2) hours or more, the payment shall be for the entire shift.
- 35.3 No restrictions shall be placed on the allocation of work on either a higher or lower grade or level to an Employee where circumstances require; provided that the Company is satisfied the Employee is capable, trained or qualified to perform the work allocated.
- 35.4 When an Employee has acted in a higher classified position for a period, or periods, of six (6) months or longer (in any continuous twelve (12) month period), the Employee shall receive a personal classification to the higher level position. This shall only apply where the higher position is vacant with no permanently appointed incumbent.

36 SALARY PACKAGING

- 36.1 Employees may salary sacrifice or package their salaries in any legal form, consistent with Company Policy as applicable from time to time, provided that there is no additional cost to the Company.
- 36.2 The cost of any individual 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.
- 36.3 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.
- 36.4 An Employee may enter into a salary packaging arrangement with regard to State Government defined benefits superannuation schemes provided that it complies with the requirements as set out in State Legislation and other relevant guidelines/instructions.
- 36.5 Subject to the requirements set out in this clause, Employees may enter into novated vehicle leasing arrangements provided that their vehicle leasing arrangement is between the Employee and the Company's chosen third party vehicle lease provider and there is no additional cost to the Company to facilitate this vehicle leasing arrangement.

37 SUPERANNUATION

37.1 State Superannuation-Defined Benefit Scheme

An Employee, previously employed by the PTC (and/or the successor corporations to the PTC), and who has remained a member of a Defined Benefit Scheme administered by ESSSuper shall continue to receive the prescribed Company 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. The relevant state superannuation schemes administered by ESSSuper are:

- (a) Revised Scheme
- (b) New Scheme
- (c) Transport Scheme

37.2 Accumulation Scheme

- (a) The Company will pay an amount equivalent to the prevailing Superannuation Guarantee Charge into the employee's approved fund of choice. The fund of choice which including a Self-Managed Superannuation Fund (**SMSF**), must comply with the SuperStream obligations as prescribed by the Australian Taxation Office (**ATO**).
- (b) For the purposes of this Clause, ordinary time earnings shall be as defined by the ATO.

37.3 Superannuation Sacrifice Agreement

The Agreement shall enable Employees of the Company to salary sacrifice contributions from their future pre-tax ordinary pay to a complying superannuation fund subject to the following conditions:

- (a) Salary sacrifice contributions shall not reduce the prescribed hourly rate of pay for the Employees appointed classification as specified in Schedule B which is attached to the Agreement.
- (b) The Company has the right with appropriate notice, to withdraw from offering Salary sacrifice to Employees if there is any alteration to relevant legislation that will be detrimental to the Company if it were to continue salary sacrifice arrangements for its Employees.
- (c) Salary sacrifice contributions should not exceed the annual concessional contribution limits as prescribed by the ATO.
- (d) The “concessional contribution” limits also include Superannuation Guarantee Contributions (**SGC**) presently made by the Company.
- (e) Employees can only salary sacrifice future ordinary time payments. Payments for overtime cannot be salary sacrificed.
- (f) Salary sacrifice contributions can only be made to the same superannuation fund that the Company contributions are being directed to, except where the Employee is a member of a defined benefit superannuation scheme.
- (g) Employee contributions to the Revised, New or Transport Defined Benefit Superannuation schemes are excluded from this salary sacrifice agreement.
- (h) Employees who are members of a defined benefit superannuation schemes who wish to make additional salary sacrifice contributions from their pre-tax ordinary time earnings may only make such contributions to ESS Super Accumulation Scheme, VicSuper or Australian Super. Prior to making a salary sacrifice election, such Employees should obtain details on their “notional taxed contributions” to their defined benefit fund to ensure they do not exceed their concessional contribution limit.
- (i) Employees may only vary their salary sacrifice arrangement on one (1) further occasion each calendar year.
- (j) Should an Employee experience hardship then they must advise the Company of their need to alter their existing salary sacrifice arrangement.
- (k) Employees seeking to enter into a salary sacrifice arrangement should obtain independent financial advice prior to doing so, which shall be at the Employee’s expense.
- (l) The Company shall not be held responsible for the financial consequences of the implementation of the financial advice or failure by the Employee to seek such advice.

38 PAYROLL DEDUCTIONS

An Employee may nominate accounts into which payments on the Employee's behalf may be deposited.

39 AVERAGING PAY

If, during the life of the Agreement, the Company adopts a payroll system that can provide for the averaging of pay, the Company and Employees may agree to adopt that system of payment subject to consultation and agreement.

40 PENALTY DEFINITIONS

"All purpose" – Allowances described as being 'all-purpose' will be added to an Employee's hourly rate for all purposes of the Agreement which includes superannuation, overtime, penalty rates, shift penalties and periods of paid leave such as Annual Leave, Sick Leave, Public Holidays and Long Service Leave.

"Normal rate" is the base rate of pay plus any applicable allowances paid under the Agreement.

"Overtime" means all hours worked outside the Ordinary Hours. Each hour (or part thereof) of overtime shall be paid at the rate applicable for the day on which the hour (or part thereof) was worked.

41 OVERTIME/PENALTY PAYMENTS

41.1 Subject to the limitations below, all overtime worked by Employees will be paid at the rate of double time.

- (a) Senior Officers Class 8 and above will be paid overtime at the rate of Senior Officer Class 8 less \$1.
- (b) Professional Engineers Class 3 Year 4 and above will be paid overtime at the rate of Professional Engineers Class 3 Year 4 at 93%.

41.2 Time paid for travelling shall not be regarded as time worked for the purposes of calculating overtime.

42 PAYMENT FOR WORK ON PUBLIC HOLIDAYS

- (a) When it is operationally required for an Employee to work on a public holiday (which has not been substituted for another day), the Employee shall be paid at the rate of double time and a half for work undertaken on the public holiday.
- (b) When an Employee works less than eight (8) hours on a public holiday that falls on Monday to Friday, they shall be entitled to payment at their normal rate for eight (8) hours less the public holiday hours they worked. This payment is in addition to their entitlement under 42(a).
- (c) Where it is determined that an Employee who is rostered to work on a public holiday is not required to work, such Employee may be allowed to take the day off and will be paid for their rostered ordinary hours for that shift.

- (d) Where an Employee's ordinary hours of work includes a day off roster which falls on a public holiday, the Employee will be entitled to seven point six (7.6) hours pay for that day, excluding where Employees are booked off on a public holiday that falls on a Saturday or Sunday. For the avoidance of doubt, payment will not apply to Employees that are booked off on a public holiday that falls on a Saturday or Sunday.

43 SECURITY ALLOWANCE

- 43.1 This allowance will apply to all Employees required by the Company to become registered under the requirements of the Private Security Act 2004.
- 43.2 From the first full pay period on or after registration, an Employee will receive a payment as specified in Schedule B to the Agreement. This allowance is not to be paid for all purposes.
- 43.3 The Company will pay all costs associated with the training and maintenance of this allowance.

44 CONSOLIDATED SUBURBAN TRAIN ALLOWANCES

- 44.1 This allowance applies to Suburban Train Maintainers Electrical/Mechanical, Equipment Examiners, Equipment Examiner Assistants, Car Builders, Train Examiners and Skilled Labourers.
- 44.2 The allowance is the amount specified in Schedule B to the Agreement. This allowance is not to be paid for all purposes.

45 GRAFFITI ALLOWANCE

Graffiti Allowance is paid to Wash Plant Operators as specified in Schedule B to the Agreement and is not to be paid for all purposes.

46 INCLEMENT WEATHER

- 46.1 Inclement weather shall mean the existence of rain and or abnormal climatic conditions (whether they be those of hail, snow, cold, high wind, severe dust storm, extreme high temperature or the like or any combination thereof) by virtue of which it is not reasonable for Employees exposed thereto to continue working whilst the same prevail. High temperature for the purposes of this clause shall be deemed to be thirty-five (35) degrees Celsius or higher.
- 46.2 Any Employee required to complete their assigned work on a train in a yard or siding or the network whilst exposed to inclement weather and for such work shall be paid at the rate of single time in addition to their rate at the time of the inclement weather calculated to the next hour, and in the case of wet weather has clearly ended and had the opportunity to change into dry clothing, the Employees shall resume work at normal rates and the time shall be similarly agreed and noted.
- 46.3 Where it is necessary an Employee shall work during periods of inclement weather to enable the rail network to remain safe and operational whilst Employees of the Company or contractors are restoring the rail network to normal operating conditions.

- 46.4 Temperature readings to inform the application of this clause will be based on the location of employee inclement weather exposure and the Bureau of Meteorology weather observation reading taken at the observation station aligned with the nearest Metro work locations – as per table below.

List of 7 RS Depots Inc. 3 Wash Plants & Under Floor Wheel Lathe	
• Craigieburn (Inc. 1 x Wash Plant and Under Floor Wheel Lathe) --- Melbourne Airport	• Westall -----Moorabbin • Bayswater-----Scoresby
• Epping (Inc. 1 x Wash Plant)-----Viewbank	• North Melbourne (Inc. 1 x Wash Plant)
• Newport ----- Laverton	• Macaulay-----Olympic Park

List of 38 Train stabling locations:	
• Bayswater----- Scoresby	• Macleod-----Viewbank
• Belgrave-----Ferry Creek	• Melbourne Yard-----Olympic Park
• Brighton Beach-----Moorabbin	• Mernda-----Viewbank
• Broadmeadows-----Essendon	• Mordialloc-----Moorabbin
• Burnley-----Olympic Park	• Newport New Siding-----Laverton
• Calder Park-----Melbourne Airport	• Newport Workshops Siding-----Laverton
• Camberwell-----Olympic Park	• North Melbourne-----Olympic Park
• Craigieburn-----Melbourne Airport	• Pakenham-----Ballam park
• Cranbourne-----Ballam Park	• Pakenham East-----Ballam Park
• Dandenong-----Moorabbin	• Ringwood-----Scoresby
• Eltham-----Viewbank	• Sandringham-----Moorabbin
• Epping -----Viewbank	• Southern Cross Layby Siding-----Olympic Park
• Flemington Racecourse-----Olympic Park	• Sunbury-----Melbourne Airport
• Frankston-----Frankston	• Upfield-----Essendon Airport
• Glen Waverley-----Scoresby	• Upper Fern Tree Gully-----Ferry Creek
• Hurstbridge-----Viewbank	• Victoria Park-----Olympic Park
• Kananook-----Frankston	• Watergardens-----Melbourne Airport
• Lilydale-----Coldstream	• Werribee-----Point Cook
• Macaulay-----Olympic Park	• Westall-----Moorabbin

47 DISTRESS AND TRAUMA ALLOWANCE

- 47.1 Where Field Maintenance Employees are required to attend to work directly involved with suburban train accidents involving traumatic personal injuries or deaths, they are to be paid compensation of twenty-five (25) percent of their normal hourly rate for the whole of the shift concerned (i.e. equivalent to two (2) hours at single rate would be paid for an eight (8) hour shift). This allowance will not be paid for all purposes.
- 47.2 This allowance is not payable when an Employee chooses to access the leave benefit under clause 76.

48 DISRUPTION DISABILITY ALLOWANCE

- 48.1 An allowance shall be payable to Employees who are required to perform their normal duties under abnormal conditions as a result of an approved and particular project for the renovating/restoring/upgrading/reconstructing of buildings throughout the organisation being undertaken at their place of work and such Employees cannot be relocated from such areas of work.
- 48.2 In cases where Employees cannot be relocated and are required to perform their normal duties in an existing office/building undergoing major structural or internal alterations, for not less than two (2) hours on a shift, such Employees shall be paid an allowance as specified in Schedule B to the Agreement for each and every hour worked in those circumstances.
- 48.3 For the purpose of this clause a significant disability occurs when Employees encounter excessive noise, dust and/or disruptive inconvenience caused by the use of power tools and equipment used during the construction activities.
- 48.4 The officer authorising such payment shall be required to certify that the building alterations and renovations are such as to constitute changes in the work environment to the extent that they amount to a significant net addition to the work requirements of the Employees concerned.

49 FIRST AID ALLOWANCE

Company nominated First Aiders who hold the Provide First Aid qualification will be provided an allowance in accordance with Schedule B to the Agreement.

50 E GRADE ALLOWANCE (A CLASS)

- 50.1 Payment of an "E" Grade (A Class) Electrical License allowance will be made to all qualified electrical tradespersons who hold a current license. Payment will not be made after the expiry date of the license if evidence of renewal is not provided to payroll.
- 50.2 The quantum of the allowance is as specified in Schedule B and is not to be paid for all purposes.

51 RELOCATION ALLOWANCE

- 51.1 Employees who are required to transfer to an alternate work location within the metropolitan area will be granted a one-off allowance of \$2,000 payable as a lump sum at the time of transfer.
- 51.2 Any such relocation shall require consultation in accordance with clause 10 of this Agreement.
- 51.3 This allowance does not apply in circumstances where an employee has requested a location change; volunteered for a location change or responded to an expression of interest for a role at another location.

52 USE OF PRIVATE CAR

In the event of an Employee having to use their own vehicle for business purposes, they shall be reimbursed at the rate as published by the Australian Tax Office from time to time. This payment shall be made on the production of satisfactory evidence in the form of log book or other substantive document and would normally be authorised in advance by the Employee's supervisor.

53 TRAVELLING AND INCIDENTAL EXPENSES

Where travelling and incidental expenses are not paid directly by the Company, Employees will be reimbursed upon the provision of a receipt up to a maximum of the amount specified by the Australian Tax Office Determination (as updated from time to time).

54 TRAVELLING AND WAITING TIME

Any Employee who is required to sign on and/or off at a location other than their nominated depot or depots, which is a distance of more than five (5) kilometres from their nominated depot or depots, shall be paid at single rate for any additional travel time. Such additional travel time shall be determined through consultation with the Employee involved. Staff required to start and finish at various locations for training purposes will not be paid travelling time under this clause.

55 PAYROLL DISCREPANCY

- 55.1 This clause 55 does not apply until 12 months after this Agreement commences operation.
- 55.2 In this clause, 'administrative error' means where there has been a shortfall in wages paid to an employee due to an error made by the Company in processing their wage payment. It does not include any issues arising from differences of interpretation regarding this Agreement or where the Payroll function (or any future iteration thereof) has insufficient or inaccurate information to process payments in full.
- 55.3 Employees will be paid fortnightly by electronic funds transfer to the Employees nominated bank account.
- 55.4 Where there is a shortfall in wages paid to an employee due to an administrative error, the Employee has three (3) working days to raise the error with supporting evidence to the Company.
- 55.5 The Company has seven (7) working days to investigate and confirm in writing to the employee if a shortfall has occurred and what payment is required.
- 55.6 If the employee is owed monies to the value of \$50.00 or more, the Company will process an out of course payment to rectify that shortfall within 72 hours of providing the employee with written confirmation of the shortfall by way of out of course payment.
- 55.7 The 72 hour period will temporarily cease in the following circumstances:
- (a) Where the Company disputes the existence of an administrative error on reasonable grounds (and the affected employee has been notified in writing) until such time as the dispute has been satisfactorily resolved; and
 - (b) Between 5.00pm on Friday and 9.00am on Monday of each week.
 - (c) The loss of the payroll system (due to circumstances outside the Company's control).
- 55.8 Where an out of course payment in connection with an administrative error is not made within the 72 hour period, the employee will receive an additional allowance of \$250.00 paid in the next pay cycle. This allowance will apply in each pay cycle until the shortfall has been rectified.

SECTION FOUR: HOURS OF WORK

56 ORDINARY HOURS

- 56.1 The ordinary hours of work for a full-time Employee shall be an average of thirty-eight (38) hours per week, and shall be:
- (a) For Employees who work Monday to Friday, one hundred and fifty-two (152) ordinary hours per four (4) week cycle and operating on a nineteen (19) day, four (4) week cycle. Employees engaged on a nineteen (19) day, four (4) week cycle will be provided with an Extra Day Off (**EDO**) that represents the twentieth day of the four (4) week cycle in accordance with clause 577;
 - (b) For full-time Employees who work a seven (7) day roster, an average of thirty-eight (38) hours per week;
 - (c) Not in excess of ten (10) days per pay fortnight;
 - (d) Not less than seven point six (7.6) hours; and
 - (e) Not in excess of twelve (12) hours per shift, inclusive of overtime, except in exceptional circumstances and then only if expressly authorised by the Company.
- 56.2 When a shift extends over two (2) pay periods, that shift shall be deemed to be part of the pay period of when the shift commences.
- 56.3 No Employee during the course of any shift shall be booked off duty for more than half an hour, including time for a meal, unless otherwise agreed upon between the Company and the Employee concerned.

57 EXTRA DAYS OFF (EDO)

- 57.1 EDO's will be rostered, and taken, Monday to Friday as agreed between the Company and the relevant Employees during the cycle so as to guarantee continuity of operation.
- 57.2 EDO's may be accumulated to a maximum of five (5) days where it is agreed by the Company, and taken to meet operational requirements.
- 57.3 A rostered EDO is not to be substituted for personal leave or any other paid leave.

58 REASONABLE OVERTIME

- 58.1 The Company may require an Employee to work reasonable overtime at overtime rates subject to the following:
- 58.2 An Employee may refuse to work overtime in circumstances where the working of such overtime would result in the Employee working hours which are unreasonable having regards to:
- (a) Any risk to the Employee's health and safety;
 - (b) The Employee's personal circumstances including any family responsibilities;

- (c) The needs of the workplace enterprise;
- (d) The notice (if any) given by the Company of any overtime and by the Employee of his or her intention to refuse it; and
- (e) Any other relevant matter.

59 TIME OFF IN LIEU

59.1 An Employee may elect, with the consent of the Company, to take time off in lieu of payment of overtime at a time or times agreed with the Company. Any time taken off in lieu will be during Ordinary Hours, that is, an hour for each hour worked. Where the Employee has not taken time off within four (4) weeks, the Employee may request payment for such time at the rates specified in clause 41.

59.2 This clause does not apply to Employees employed under the Metal Industry 'C' Classification structure, excluding those employed in the technical stream.

60 OVERTIME MEAL

60.1 An Employee working overtime shall be allowed a rest break of twenty (20) minutes without deduction of pay after each four (4) 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.

60.2 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 (1.5) hours, an Employee, before starting the overtime, is entitled to a rest break of twenty (20) minutes to be paid at ordinary rates.

60.3 An Employee is entitled to a meal allowance as Specified in Schedule B of the Agreement on each occasion that the Employee is entitled to a rest break in accordance with this clause, except if an Employee was notified the previous day or previous shift that they would be required to work such overtime.

61 CALL OUT AFTER ORDINARY HOURS

61.1 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 time, the minimum payment herein prescribed shall apply in respect of the full turn of duty and not to the overtime and the Sunday time separately.

61.2 Excepting as detailed in the next paragraph, time worked by an Employee who has already left work before being recalled shall be treated as an extension to the previous hours worked by an Employee and paid accordingly.

61.3 When an Employee is requested to start their next planned or rostered shift early, this time shall be paid as overtime worked in conjunction with that shift.

61.4 An Employee called in to cover a rostered shift shall be paid for a minimum of eight (8) hours at the appropriate rate.

- 61.5 Time worked under this clause will be paid as overtime at the appropriate rate in accordance with clause 41.
- 61.6 When an Employee is required to immediately report to work, the start time for overtime calculation shall commence from when they leave home. In other circumstances, the start time for overtime shall commence from when the Employee attends work or when they were requested to attend work, whichever is the later.
- 61.7 In all circumstances, the finish time for overtime will be when the Employee finishes on the job or at the depot, whichever is applicable.

62 MINIMUM BREAK FROM WORK

- 62.1 Employees shall be provided a ten (10) hour break between shifts unless:
- (a) Employees work one (1) eight (8) hour shift followed by an eight (8) hour break and another eight (8) hour shift as long as they have a ten (10) hour break after the second eight (8) hour shift; or
 - (b) Operational emergencies prohibit Employees from having at least ten (10) hours off duty.
- 62.2 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.
- 62.3 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 62.1(a) of this clause are not met; or
 - (b) They are required to return to work without having had a ten (10) hour break from when they last worked overtime.

63 SHIFT WORK DEFINITIONS

"Afternoon Shift": Afternoon Shift is defined as a shift finishing after 6:00pm (1800 hours) and at, or before, midnight (0000 hours).

"Day Shift": Day Shift is defined as a shift starting at or after 6:00am (0600 hours) and to finish at or before 6:00pm (1800 hours).

"Early Morning Shift": Early Morning Shift is defined as a shift starting at or after 4:00am (0400 hours) and before 6:00am (0600 hours).

"Night Shift": Night Shift is defined as a shift finishing after midnight (0000 hours) or starting before 4:00am (0400 hours).

"Normal rate" is the base rate of pay plus any allowances paid under the Agreement when the Employee is not at work.

“Shift Worker”: A Shift Worker for the purpose of the Agreement and for the purposes of the NES is an Employee who is required to work rotating continuous rostered shifts, i.e. twenty-four (24) hours a day, seven (7) days a week, or permanent Night Shift.

“Ordinary Hours”: Ordinary hours are as defined under clause 56. Each hour (or part thereof) of Ordinary Hours of work shall be paid at the rate applicable for the day on which the hour (or part thereof) was worked.

64 SHIFT WORK AVAILABILITY

- 64.1 A Shift Worker shall be required to make themselves available to work shifts as determined by the Company.
- 64.2 An Employee shall be given a copy of the rostered hours they are required to work at least fourteen (14) days prior to the commencement of each roster. New rosters will be developed in accordance with Schedule D.
- 64.3 At least forty-eight (48) hours’ notice shall be given to an Employee who is requested to change rostered shifts. If less than forty-eight (48) hours’ notice is given, then payment will be made at the appropriate overtime rate as per clause 41. Forty-eight (48) hours’ notice or penalty payments do not apply to Employees rostered on as a relief shift.

65 MEAL/CRIB BREAKS

- 65.1 Flexibility shall be exercised at all times, and when the nature of the work requires a “straight shift”, a twenty (20) minute crib break shall be applied without deduction of pay. The crib time shall also be organised to ensure continuity of the Company’s operations.
- 65.2 The arrangement of work for a shift may be such that Employees shall be allowed an unpaid thirty (30) minute break to be taken within the spread of the shift. Ideally, this break shall be taken as close to mid-shift as possible, no later than the end of the fifth (5th) hour, but shall be taken so as not to disrupt the continuity of the work group’s operations.

66 MORNING TEA BREAK

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

67 DAYLIGHT SAVING

When, by reason of State legislation, summer time is prescribed as being in advance of the standard time of the State, the length of any overtime or Ordinary Hours shift shall be deemed to be the number of hours represented by the difference between the time recorded on the clock at the beginning of the shift and the time so recorded on the clock at the end of the shift. The time on the clock in each case is to be set to the time fixed pursuant to the relevant State legislation.

SECTION FIVE: LEAVE & PUBLIC HOLIDAYS

68 ANNUAL LEAVE

- (a) An Employee shall accrue the following amount of paid annual leave for each year of continuous service:

<u>Description</u>	<u>Amount of Annual Leave</u>
Shift Workers	5 weeks (192 hours) <i>*based on a standard 38 hour week</i>
All Others	4 weeks (152 hours) <i>*based on a standard 38 hour week</i>

- (b) Part time Employees are entitled to pro-rata annual leave entitlements based on the Ordinary Hours worked for the previous fortnight.
- (c) If the period during which an Employee takes paid annual leave includes any other period of paid leave specified in the Agreement (other than community service leave in accordance with clause 74 of the Agreement), the Employee is taken not to be on paid annual leave for the period of that other leave.
- (d) For the avoidance of doubt, any Employee may apply to substitute personal leave for annual leave subject to meeting the requirements as set out in clause 70.
- (e) An Employee's entitlement to annual leave shall accrue progressively during the year and accumulates from year to year.
- (f) An Employee, who, upon retirement, resignation or termination of employment, has an outstanding leave accrual, will be paid an amount equal to the unused annual leave and any annual leave loading applicable.
- (g) Annual leave must be taken in accordance with the Employee's rostered/ordinary hours.

68.2 Direction to take Excess Annual Leave

- (a) The Company may direct an Employee to take paid annual leave if the Employee has accrued more than eight (8) weeks' paid annual leave, and the Company and the Employee are unable to reach agreement on the taking of leave.
- (b) The Company must give an Employee at least twenty-eight (28) days' notice prior to the date the Employee is required to commence the leave.
- (c) The amount of annual leave the Employee is directed to take must be less than or equal to a quarter of the amount of leave accrued.

68.3 Reduction of Annual Leave

- (a) On a once only basis, Employees may apply to cash out annual leave entitlements, provided such payments:
- (i) Are restricted to minimum periods of not less than two (2) weeks;

- (ii) Are in blocks of completed weeks; and
 - (iii) Do not reduce overall annual leave entitlements below four (4) weeks (five (5) weeks for shift workers) after payment is made.
- (b) Any agreement for the cashing out of annual leave under this clause must be set out in writing and signed by both the Company and the Employee. Applications for cash out are granted at the Company's discretion.
 - (c) Employees must be paid at not less than the rate of pay applicable to the Employee under the Agreement had the Employee taken this leave.
 - (d) In addition, Employees may elect to clear these surplus credits and nominate to prospectively salary sacrifice future earnings into a complying Superannuation Fund in accordance with and subject to Australian Taxation Office requirements. These arrangements must cease when annual leave credits for an individual have been reduced to four (4) weeks, five (5) weeks for shift workers.
 - (e) Applications for the reduction of annual leave, under this clause, must be made to Payroll no later than 31 December 2024.

68.4 Annual Leave Loading

- (a) Employees when taking annual leave are entitled to loading as detailed below unless the leave to be taken has accrued from previous years and loading has already been paid against that accrual.

<u>Description</u>	<u>Amount of Loading</u>
Shift Workers	20%
All Others	17.5%

- (b) The above are percentages of the Employee's ordinary weekly wage/salary, inclusive of all-purpose payments.
- (c) Shift Workers will be paid an annual leave loading of 20% or an amount equivalent to their standard rostered shift penalties as defined in clause 32, excluding public holiday penalties, whichever is the greater.

68.5 Method of Taking Annual Leave

- (a) When an Employee requests that annual leave be allowed in one continuous period, such request shall not be unreasonably refused, but is subject to the Company's operational requirements. In the event of lack of agreement between the Company and Employee the matter may be dealt with in accordance with the Dispute Resolution Procedure.
- (b) Employees and their supervisors shall amend rosters to enable the scheduling of annual leave throughout the year to ensure continuity of maintenance and productive operation and an equal distribution of Employees on leave.

69 LONG SERVICE LEAVE

- 69.1 An Employee is entitled to thirteen (13) weeks long service leave with pay after the completion of ten (10) years continuous service. Additional long service leave will accrue at the rate of one point three (1.3) weeks per completed year of service.
- 69.2 When an Employee has completed at least seven (7) years continuous service:
- (a) Pro rata long service leave may be taken with the approval of the Company;
 - (b) If an Employee's employment ceases pro rata payment for long service leave will be granted.
- 69.3 In cases when an Employee retires on account of age or ill health, dies or is terminated on the grounds of redundancy, entitlement to long service leave is subject to a minimum of four (4) years completed continuous service and is computed on the basis of one point three (1.3) weeks leave for each completed year of service.
- 69.4 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 clause, half pay means pay computed at half the rate that would have been received had the leave been granted at full pay.
- 69.5 In calculating the period of service for long service leave purposes any continuous period of leave of absence without pay for one (1) month or more is to be excluded.

70 PERSONAL LEAVE

70.1 Depot Supervisors and C Classifications

Depot Supervisors and Employees, whose classification is under Schedule A, will receive ten (10) days personal leave per year which will accrue on a progressive basis during the first year of service. On every anniversary of the Employee's commencement with the Company, an Employee shall be entitled to receive a further ten (10) days personal leave.

- (a) When an employee is absent for a full shift, one (1) day of Personal leave will be deducted from their accrued entitlement and payment will be made for the Employee's rostered ordinary hours for that day.
- (b) When an employee is absent for part of a shift the actual hours absent from work will be deducted from their accrued entitlement and payment will be made for the actual hours absent from work.
- (c) For accrual and deduction purposes a day will be defined as seven point six (7.6) hours. (Part-day absences will be deducted up to a maximum of seven point six (7.6) hours.)
- (d) Where the hours of the rostered ordinary shift, or the length of the absence, is greater than seven point six (7.6) a build-up payment at ordinary time will apply for the difference between seven point six (7.6) hours and the rostered ordinary hours on that day/s, except in cases where an Employee's accrued personal leave balance is less than seven point six (7.6) hours. In this case, payment for personal leave will be made in accordance with the available accrued personal leave balance.

70.2 All others

All other Employees shall be entitled to receive personal leave in accordance with the following:

- (a) During the first year of service, an Employee will accrue seventy six (76) hours (ten (10) days based on a standard thirty eight (38) hour week) progressively;
- (b) On the first anniversary of their start date, an Employee will accrue an additional one hundred and fifty two (152) hours (twenty (20) days based on a standard thirty eight (38) hour week);
- (c) On every anniversary thereafter, an Employee will accrue an additional one hundred and fourteen (114) hours (fifteen (15) days based on a standard thirty eight (38) hour week).

70.3 General

- (a) Any unused personal leave shall accumulate and accrue to the Employee's credit.
- (b) During employment, or upon termination for any reason, Employees shall not be offered payment for accrued personal leave, i.e. "paying out" of personal leave. If an Employee is terminated by the Company and is re-engaged within a period of six (6) months, then the Employee's unclaimed balance of personal leave shall continue from the date of re-engagement. In such a case the Employee's next year of service will commence after a total of twelve (12) months has been served with the Company, excluding the period of interruption in service.
- (c) Personal leave must be taken in accordance with the Employee's rostered/ordinary hours.

70.4 Sick Leave

- (a) An Employee, who is absent from work on account of personal illness or injury shall be entitled to paid sick leave, from their personal leave entitlement, whenever such absence causes loss of ordinary time pay.
- (b) Paid sick leave shall be authorised where the Company is satisfied that the absence of an Employee from duty was due to genuine personal illness or injury.
- (c) Applications for leave of absence on the grounds of illness shall be supported by the satisfactory certificate of a registered health practitioner or statutory declaration made by the Employee.
- (d) For Employees covered by clause 70.1, the Company will, in any personal leave year of service, grant up to two (2) full-day (i.e. absences of seven point six (7.6) hours and above) and two (2) part-day (i.e. absences less than seven point six (7.6) hours) absences on the grounds of illness without the production of a medical certificate or statutory declaration. Furthermore, the maximum number of consecutive days that will be granted without the production of a medical certificate or statutory declaration shall be one (1). Employees covered by 70.1, but who work ordinary hours Monday to Friday, eight (8) hour shifts, are excluded from these provisions.

- (e) For Employees covered by clause 70.2, and Employees covered by 70.1 who work ordinary hours Monday to Friday, eight (8) hour shifts, the Company will, in any personal leave year of service, grant up to five (5) instances of leave of absence on the grounds of illness without the production of a medical certificate or statutory declaration. Furthermore, the maximum number of consecutive days that will be granted without the production of a medical certificate or statutory declaration shall be two (2). An instance includes a part day absence.
- (f) If an Employee would have been required to work on a public holiday (i.e. would have been rostered for duty) but is absent due to illness or injury, the Employee shall be entitled to payment at their base rate of pay for their ordinary hours of work on the day in accordance with s.116 of the FW Act.

70.5 Carers Leave

- (a) An Employee is entitled to use their accrued personal leave to care for members of their immediate family or household who are sick and require care and support, or who require care due to an unexpected emergency subject to the conditions set out in this clause.
- (b) The term immediate family includes:
 - (i) a spouse, a de facto partner, child, parent, grandparent, grandchild or sibling of the employee; or
 - (ii) a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the Employee.
- (c) Notwithstanding clause 70.5(a) of the Agreement, employees are entitled to use their accrued personal leave to provide care or support to a member of their immediate family or household, who requires care or support because of a personal illness, personal injury, or unexpected emergency, affecting the member.
- (d) Where an Employee has exhausted all paid leave, they are entitled to take unpaid carer's leave to care for members of their immediate family or household who are sick and require care and support or who require care due to an unexpected emergency. The Company and the Employee shall agree on the period. In the absence of agreement, the Employee is entitled to take up to two (2) days of unpaid leave per occasion.
- (e) The Employee shall furnish a medical certificate or statutory declaration, confirming the illness of the person concerned, or nature of unexpected emergency.

71 PARENTAL LEAVE

The following provisions relating to Parental Leave (for birth or adoption) apply to all Employees (casual, part-time and full-time) regardless of tenure with the Company.

71.1 Eligibility for Parental Leave

Any Employee can take unpaid or paid Parental Leave provided they meet the below requirements:

- (a) The leave is associated with the birth and care of a child or newly adopted child; or
- (b) The leave is associated with the placement of a child, under the age of 16 years, for adoption.

71.2 Entitlement to Pre-Natal Leave

- (a) An expectant or adoptive parent may take up to two (2) days paid leave for the purpose of attending medical appointments.
- (b) An Employee embarking on becoming surrogate parents or is the surrogate will be entitled to one (1) week paid special leave for the purpose of surrogacy related appointments.
- (c) Pre-Natal Leave can be taken as full pay or half pay by agreement between the Employee and the Company.

71.3 Entitlement to Paid Primary Carer Leave

- (a) An Employee who is the primary carer of the child is entitled to 14 weeks paid primary carer leave. This leave may be taken at either:
 - (i) 14 weeks full pay; or
 - (ii) 28 weeks half pay.
- (b) For the purpose of eligibility for the paid primary care leave entitlement, only one parent can be the primary carer of a child at any point in time.
- (c) Payment in respect to paid Parental Leave should not be made in advance. Payments will be made in accordance with the usual pay cycle.
- (d) The Company may require an Employee to provide reasonable evidence, which may include a certificate from a registered medical practitioner, in order to access entitlements to paid primary care leave.

Paid primary carer leave for a second parent assuming primary care

- (e) Parents, including adoptive and/or surrogate parents, can swap who is the primary carer, such that a second parent is entitled to some part of paid primary care leave. This can happen in circumstances where the second parent was not the initial primary carer, and the initial primary carer:

- (i) has returned to their full pre-parental leave role; or
 - (ii) is medically incapacitated; or
 - (iii) is not living with the second parent and the child.
- (f) The Company may require the Employee to provide it with reasonable supporting evidence to confirm the circumstances set out above in clause 71.3(e).
- (g) The amount of paid primary carer leave the second parent will receive will be 14 weeks:
- (i) Less any paid period taken by another primary carer with their employer; and
 - (ii) Less any paid leave taken by the Employee as Paid Concurrent Leave (set out below at clause 71.4).

71.4 Entitlement to Paid Concurrent Carers Leave

- (a) An Employee who is the partner of a birth parent or primary carer of a child will be entitled to two (2) weeks paid and two (2) weeks unpaid leave.
- (b) Leave must be taken in a consecutive period within the first 12 months of the child's life.
- (c) This entitlement also applies to adoptive and/or surrogate parents. In these circumstances, leave must be taken in a consecutive period within the first 12 months the child enters the family.

71.5 Entitlement to Unpaid Parental Leave

- (a) An Employee is entitled to a period of unpaid Parental Leave of up to 12 months in accordance with the NES.
- (b) An Employee who takes Parental Leave may request an extension of unpaid Parental Leave for a further period of 12 months, immediately following the end of the available Parental Leave period. The Company will consider any request for an extension of unpaid parental leave and provide a written response within 21 days of the request being made in accordance with the requirements set out in the Fair Work Act 2009 (Cth).

71.6 Parental Leave and Other Entitlements

- (a) An Employee may in lieu of or in conjunction with Parental Leave, access any annual leave or long service leave entitlements which they have accrued subject to the total amount of leave not exceeding the maximum period provided for under the Agreement for that category of Parental Leave or a period longer as agreed.

71.7 Returning to Work after a period of Parental Leave

- (a) An Employee will notify of their intention to return to work after a period of Parental Leave at least four (4) weeks prior to the expiration of the leave.
- (b) An Employee will be entitled to the position which they held immediately before proceeding on Parental Leave. In the case of an Employee transferred to a safe job, the Employee will be entitled to return to the position they held immediately before such transfer.
- (c) Where such position no longer exists but there are other positions available which the Employee is qualified for and is capable of performing, the Employee will be entitled to a position as nearly comparable in status and pay to that of their former position.

71.8 Replacement Employees

- (a) A replacement Employee is an Employee specifically engaged or temporarily promoted or transferred, as a result of an Employee proceeding on Parental Leave.
- (b) Before the Company engages a replacement Employee, the Company must inform that person of the temporary nature of the employment and of the rights of the Employee who is being replaced.

71.9 Communication during Parental Leave

- (a) Where an Employee is on Parental Leave and a definite decision has been made to introduce significant change at the workplace, the Company shall take reasonable steps to:
 - (i) make information available in relation to any significant effect the change will have on the status or responsibility level of the position the Employee held before commencing Parental Leave; and
 - (ii) provide an opportunity for the Employee to discuss any significant effect the change will have on the status or responsibility level of the position the Employee held before commencing Parental Leave; and
 - (iii) the Employee shall take reasonable steps to inform the Company about any significant matter that will affect the Employee's decision regarding the duration of Parental Leave to be taken, whether the Employee intends to request to return to work and whether the Employee intends to request to return to work on a part-time basis.
- (b) The Employee shall also notify the Company of changes of address or other contact details.

71.10 Transfer to a Safe Job

- (a) Where an Employee is pregnant and, in the opinion of a registered Medical Practitioner, that the Employee is fit for work, but that illness or risks arising out of the pregnancy or hazards connected with the work assigned to the Employee make it inadvisable for the Employee to continue at her present work, the Employee will, if the Company deems it practicable, be transferred to a safe job be transferred to a

safe job with no other change to the employee's terms and conditions of employment until the commencement of Parental Leave.

- (b) If the transfer to a safe job is not practicable, the Employee may elect, or the Company may require the Employee, to commence Parental Leave for such period as is certified necessary by a registered Medical Practitioner.
- (c) Notwithstanding clause 71.10(b) of the Agreement, if:
 - (i) an employee is entitled to be transferred to a safe job, but there is no safe job available; and
 - (ii) the employee is entitled to unpaid parental leave; and
 - (iii) the employee has complied with the notice and evidence requirements for taking unpaid parental leave (in accordance with s.74 of the FW Act),

the employee will be entitled to take paid no safe job leave in accordance with s.81A of the FW Act.

71.11 Metro Supporting Primary Carers Leave (MSPCL)

- (a) An additional one (1) week (or equivalent pro rata hours) of paid leave (MSPCL) will be granted upon return from Parental Leave, for any Employee who has taken at least three (3) months of consecutive unpaid Parental Leave within 12 months of the child's birth or adoption.
- (b) The entitlement to MSPCL will be granted on the same anniversary date every year for up to the next 11 years of employment with the Company (for a total of 12 years). The MSPCL entitlement is capped at one (1) week per year for a maximum period of 12 years, i.e. 12 weeks in total.
- (c) The entitlement to MSPCL can only be accessed once per year and cannot be accessed on multiple occasions.
- (d) An Employee who is on leave without pay for any other reason will not be eligible for MSPCL.

71.12 Loss of a Child

- (a) In the case of a miscarriage, stillbirth or an infant death during the first 12 months of life, the Company will provide paid leave at the rate ordinarily used to calculate primary carer leave in the following manner:

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

- (b) An Employee who experiences a miscarriage, stillbirth or an infant death in accordance with the table set out at clause 71.12 (a) is also entitled to take up to 12 months additional unpaid Parental Leave.
- (c) An Employee can return to work, reduce or cancel their planned Parental Leave if their pregnancy ends due to miscarriage, stillbirth or infant death. In these circumstances:
- (i) if the period of unpaid Parental Leave has not commenced, the Employee can cancel this period of leave with written notice;
 - (ii) if the period of unpaid Parental Leave has commenced, the Employee can give at least 4 weeks written notice cancelling the Parental Leave and providing a return-to-work date

72 COMPASSIONATE LEAVE

- 72.1 An Employee is entitled to up to two (2) days compassionate leave for the purpose of spending time with a person in the event of illness or injury that poses a serious threat to life of a member of the Employee's immediate family or household (refer to clause 70.5 for definition).
- 72.2 Employees are also entitled to take unpaid compassionate leave. The Company and Employee should agree on the length of unpaid leave. In the absence of agreement, the Company shall specify the period of unpaid compassionate leave.
- 72.3 Claims for compassionate leave shall be supported by evidence reasonably required by the Company.
- 72.4 Casual employees will be entitled to compassionate leave in accordance with this clause 72, save that such leave will be unpaid.

73 BEREAVEMENT LEAVE

- 73.1 An Employee is entitled to up to three (3) days bereavement leave on each occasion of the death of a member of the Employee's immediate family or household (refer to clause 70.5 for definition).
- 73.2 Employees are also entitled to take unpaid bereavement leave. The Company and Employee should agree on the length of unpaid leave. In the absence of agreement, the Company shall specify the period of unpaid bereavement leave.
- 73.3 Claims for bereavement leave shall be supported by evidence reasonably required by the Company.
- 73.4 Casual employees will be entitled to bereavement leave in accordance with this clause 73, save that such leave will be unpaid.

74 COMMUNITY SERVICE LEAVE (INC. JURY SERVICE)

- 74.1 An Employee who engages in an eligible community service activity is entitled to be absent from his or her employment for a period in accordance with Division 8 of Part 2-2 of the Fair Work Act 2009 (*Cth*). When an Employee is required to attend for Jury Service they shall be paid as per roster provided the Company receives proof of their attendance.
- 74.2 An Employee may be released with pay from their normal duties to participate in firefighting, flood relief or other emergency activities, including the requirement to deliver plant or equipment for such activities where:
- (a) The Employee is a registered member of volunteer organisations such as SES and CFA; and
 - (b) The Employee has obtained permission to be released from duties from the Company. Release for volunteer activity is subject to no undue inconvenience being caused in the volunteer's absence.

74.3 Whenever reasonably practicable the period of release should indicate a minimum rest period of eight (8) hours following cessation of such activity and before commencement of ordinary duty.

74.4 An Employee who takes community service leave is required to provide to the Company adequate evidence (as determined by the Company) of participation in the eligible community service activity.

75 SPECIAL LEAVE

75.1 Where an Employee requires time away from work for a substantial reason (e.g. additional compassionate, reserve forces, major sporting events, study, community service) they may be granted paid leave at the discretion of the Company.

75.2 The aforementioned is an indicative listing of the leave that may be sought by Employees, however it is not limited to only these and further leave types are contained within the Company's policies.

76 TRAUMA COUNSELLING AND TRAUMA LEAVE

76.1 There is no entitlement under this clause if an Employee is paid the Distress and Trauma Allowance under clause 47.

76.2 Where an Employee attends or directly deals with the consequences of a serious workplace incident, post-traumatic stress counselling is available. Attendance will be optional, but is recommended.

76.3 In addition, an Employee will be provided with up to five (5) days paid leave (**Trauma Leave**) provided the Employee has sought trauma counselling through the Company's Employee Assistance Program (**EAP**) and leave has been approved by the Company.

76.4 During the trauma leave the Employee will be expected to, if medically fit, to attend any meetings regarding the incident in hours that are mutually agreeable.

76.5 During any period of trauma leave provided under this clause, the Employee is to be paid what he or she would have received for their normal rostered shift for the first five (5) days, not including the day of the incident.

77 LEAVE WITHOUT PAY

Leave without pay may be granted at the expiration of an Employee's leave entitlements in accordance with Company's leave policies. Provisions of this clause do not apply to clause 71.

78 BUSINESS IMPROVEMENT/BONUS LEAVE

- 78.1 As a consequence of initiatives achieved during the life of the previous agreement to improve the productivity and efficiency of the business, it has been agreed to continue the provision of five (5) days bonus leave for the duration of the life of the Agreement.
- 78.2 Five (5) days paid bonus leave will be granted for the period 1 July to 30 June each year.
- 78.3 The taking of the benefits of this scheme is to be made available to Employees as from 1 December each year. This leave will not be granted in advance. The bonus leave for Employees who start after 1 July in the coming year will be on a pro-rata basis.
- 78.4 Bonus leave will be taken in accordance with ordinary/rostered hours for that day, and will be paid at the Employee's ordinary time rate of pay.
- 78.5 Leave must be taken from the date the leave is made available and prior to the last pay period in October the following year. Any unused leave will be paid out in the last pay period of October of that year and in this circumstance one (1) day equates to seven point six (7.6) hours.
- 78.6 Leave will be organised and taken, as agreed between the Employee and the Company.

79 PUBLIC HOLIDAYS

- 79.1 An Employee other than a casual Employee shall be entitled, without loss of pay, to public holidays as follows:
- (a) New Year's Day;
 - (b) Australia Day;
 - (c) Labour Day;
 - (d) Good Friday;
 - (e) Easter Saturday;
 - (f) Easter Monday;
 - (g) Anzac Day;
 - (h) King's Birthday;
 - (i) Melbourne Cup Day;
 - (j) Christmas Day; and
 - (k) Boxing Day,
 - (l) or such other days which are proclaimed from time to time as public holidays by the Victorian Government.

79.2 For the purposes of the Agreement, where Christmas Day, Boxing Day, New Year’s Day, Australia Day or ANZAC Day fall on a Saturday or Sunday, the substitute days will be as per that prescribed in the Victorian Government Gazette and will not be subject to clause 79.3.

79.3 The Company will determine required crewing levels for full public holiday shifts which are defined as those shifts that commence and conclude on the following public holidays, for example, day shifts commencing at 7am and concluding at 7pm, and night shifts within consecutive sequences of adjacent public holidays:

- Good Friday;
- Easter Saturday
- Easter Sunday
- Easter Monday
- Christmas Day
- Boxing Day
- New Years’ Day

79.4 The Company will confirm not less than three (3) months (or a shorter period by agreement with the employee) prior the number of Employees required per classification that will be required to work their rostered shift as per clause 79.3 above.

Employees rostered to work an individual shift commencing before a public holiday and concluding on a public holiday or rostered to work an individual shift commencing on a public holiday and concluding on a non-public holiday will be crewed to work that shift, except where clause 79.3 applies.

Clause 79.3 & 79.4 application reference table	Night shift into Public Holiday	Day shift starting and finishing on the public holiday	Night shift out of Public Holiday into another public holiday	Night shift out of public holiday into a non-public holiday
Good Friday	Employees rostered to work	Metro crewing discretion	Metro crewing discretion	Not applicable
Easter Saturday	Metro crewing discretion	Metro crewing discretion	Metro crewing discretion	Not applicable
Easter Sunday	Metro crewing discretion	Metro crewing discretion	Metro crewing discretion	Not applicable
Easter Monday	Metro crewing discretion	Metro crewing discretion	Not applicable	Employees rostered to work
Christmas day	Employees rostered to work	Metro crewing discretion	Metro crewing discretion	Not applicable

Boxing Day	Metro crewing discretion	Metro crewing discretion	Employees rostered to work	Employees rostered to work
New Year's Day	Employees rostered to work	Metro crewing discretion	Employees rostered to work	Employees rostered to work
All other public holidays not listed in clause 79.3	Employees rostered to work	Employees rostered to work	Employees rostered to work	Employees rostered to work

- 79.5 An Employee who has submitted an application to have the public holiday off with at least 3 months' notice will have their application approved by the Company and approval will not be unreasonably withheld. After the application has been approved, the application may only be varied by mutual agreement.
- 79.6 Payment for Employees who are required to work on a public holiday will be in accordance with clause 42.
- 79.7 The parties agree that the rostering of public holidays under this clause will not in any way reduce a Shift Worker's Annual Leave entitlement as prescribed under clause 68 of this Agreement.

SECTION SIX: WORK ARRANGEMENTS, AMENITIES & FACILITIES

80 PROVISION OF TOOLS

The Company shall provide and maintain Technicians, Tradesmen, Apprentices and Non-Tradespeople all tools required in the performance of their work.

81 FACILITIES

The Company shall continue to provide facilities including the provision of lockers, drinking and boiling water, appropriate protective clothing, heating and cooling, ventilation and rest room facilities. Any disagreement regarding the adequacy of facilities shall be dealt with through the Consultative process and/or the Dispute Resolution procedures contained in the Agreement.

82 START AND FINISH LOCATIONS

Commencing and finishing a shift at the work site, rather than the normal depot location, may present an opportunity to maximise efficiency. The Company, Employees and Unions agree that where it is operationally efficient to do so and where Employees will not be adversely affected, this will occur.

83 PERSONAL PROTECTIVE EQUIPMENT AND COMPANY ISSUED CLOTHING

- 83.1 To ensure that safety standards and a business-like image is maintained, all field Employees are required to wear Company issued clothing whilst engaged at work.
- 83.2 Suitable Company issued protective clothing shall be supplied by the Company and will be replaced on a fair wear and tear basis upon satisfactory proof.
- 83.3 It is also a condition of employment that all Employees wear a high visibility safety vest at all times where required. It is also a requirement to wear all other appropriate safety clothing and protective equipment provided, whilst working in the business, and to ensure its proper care, maintenance and storage.
- 83.4 In the first instance, wherever suitable Australian-made clothing and equipment can be economically sourced, it shall be used in favour of articles manufactured outside of Australia.

84 KANANOOK AND CRAIGIEBURN STAFFING FRAMEWORK

Kananook Light Train Maintenance Facility (KLTMF)

- 84.1 It is anticipated that KLTMF will be operational by mid-2025 to support the maintenance of XT100 and XT2 trains.
- 84.2 Ex-Westall staff displaced by the closure of that site in 2021/22, and who remain employed by Metro Trains Rolling Stock, will be given first preference for consideration by Metro to be relocated to KLTMF. Metro will take into account the employee's skills, competence and training and assess whether they are suitable for available roles located at KLTMF.
- 84.3 All ex-Westall staff who are relocated to KLTMF will be provided with additional training if required, as determined by MTM, to attain the relevant competencies in accordance with their grade to maintain the XT2 and XT100 train types at KLTMF. Training that relates to the maintenance of XT2 and XT100 train types will be provided at no cost to the Employee.
- 84.4 Once details of operational requirements for KLTMF are available, the Company will consult with employee representatives and Unions in accordance with clause 10 of this Agreement, to determine Depot workforce requirement and the process by which this will be achieved.

Craigieburn Train Maintenance Facility (CTMF)

- 84.5 CTMF is being modified to enable maintenance of six-carriage XT2 and ongoing maintenance of three-carriage Comeng train types. They will be maintained side by side at the facility.
- 84.6 Staff at Craigieburn will be offered the opportunity to transition to and attain competence to maintain the XT2 train to be maintained at the Craigieburn TMF.

SECTION SEVEN: OTHER BENEFITS

85 FAMILY AND DOMESTIC VIOLENCE (INC. FAMILY VIOLENCE LEAVE)

- 85.1 The Company recognises that Employees sometimes face situations of violence or abuse in their personal life that may affect their attendance or performance at work. Therefore the Company is committed to providing support to Employees that experience Family and Domestic Violence.
- 85.2 For the purposes of this clause, **Family and Domestic Violence** is violent, threatening or other abuse behaviour by a close relative of a person, a member of a person's household, or a current or former intimate partner of a person that:
- (a) seeks to coerce or control the person; and
 - (b) causes the person harm or to be fearful.

A '**close relative**' of a person is another person who:

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

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

85.3 General Measures

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

85.4 Leave

- (a) In addition to support provided as part of the Company's Employee Assistance Program (**EAP**) and policies, Employees may take up to twenty (20) days of paid Family and Domestic Violence leave per year if:
 - (i) the employee is experiencing Family and Domestic Violence; and

- (ii) the employee needs to do something to deal with the impact of the Family and Domestic Violence; and
- (iii) it is impractical for the employee to do that thing outside the employee's work hours.

The Employee must adhere to the notification and evidence requirements specified under clause 85.3.

- (b) An Employee experiencing Family and Domestic Violence may raise the issue with their immediate manager or human resources, or other representative.
- (c) An Employee may apply for carers leave in accordance with clause 70.5 to support someone who is experiencing Family and Domestic Violence. This may include accompanying the person to court, to hospital or to mind children.

85.5 Individual Support

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

86 HEALTH AND SAFETY REPRESENTATIVES TRAINING LEAVE

- 86.1 An Employee elected as a Health and Safety Representative (**HSR**) shall be granted up to five (5) days paid leave to undergo introductory or refresher training in accordance with provisions in the Occupational Health and Safety Act 2004 (*Vic*).
- 86.2 The training should be undertaken as soon as practicable after appointment, having regard to the availability of course places and work requirements.
- 86.3 The granting of leave applies only to the first period of election.
- 86.4 Further training in health and safety, in such matters as specific hazard courses, safe working practices or to provide necessary emergency services should be undertaken as appropriate and at the Company's discretion as to timing.
- 86.5 Payment is not to be made for travelling time in addition to the leave granted.
- 86.6 Leave to attend courses is not to be debited against any leave.
- 86.7 Payment is to be as for a normal rostered shift and to include shift allowance, site disability allowance or any all-purpose allowance regularly paid but not for rostered overtime that would otherwise have been worked.
- 86.8 Payment is not to be made for incidental allowances such as dirt, heat, fumes allowances etc., as may be paid intermittently.
- 86.9 Where an Employee works shifts, attendance should be scheduled where practical to maintain the shift pattern and not exceed the normal number of shifts.

87 TRADE UNION TRAINING LEAVE

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

88 TRAVEL PASSES

- 88.1 The Company will provide the following to all Employees for the duration of their employment (only for use in Victoria):
- (a) Employee Free Travel Authority;
 - (b) A first class rail pass for use by the Employee, spouse and eligible dependent whilst the Employee is on annual and/or long service leave;

- 88.2 An Interstate Rail Pass will be available for periods of five (5) days or more of annual leave to Employees who transferred from Hillside or Bayside Trains Corporation on 29 August 1999, under transmission of business.
- 88.3 An Interstate Rail Pass will be available for periods of five (5) days or more of annual leave to Employees who transferred from Thiess Infracore or National Express, under transmission of business, and were employed with Thiess Infracore or National Express prior.
- 88.4 From 1 July to 30 June each year, a pool of six (6) Interstate Rail Passes will be made available to Employees otherwise not entitled to an interstate rail pass in accordance with this clause. Nominations will be called in May, and if more than six (6) nominations received then a ballot will be held.
- 88.5 On retirement:
- (a) Intrastate Passes
 - (i) 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, accrued thirty-eight (38) hour credits and long service leave due paid in lieu.
 - (ii) Separate Passes - 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.
 - (b) Interstate Free Travel Vouchers

Entitlement - Employees are eligible for an interstate free travel voucher for self, spouse and eligible dependents for the period representing accrued annual leave, accrued public holidays, accrued thirty eight (38) hour credits and an additional separate free travel voucher representing accrued long service leave subject to certain conditions.
 - (c) 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 up to six (6) months.
- 88.6 Resignation:
- (a) Entitlement - 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 those who have attained the age of fifty-four (54) years and eleven (11) months and are members of the Government defined benefits scheme. However Employees who resign after reaching the minimum retiring age are considered to have retired and may be eligible for an after retirement pass.

88.7 After Retirement:

- (a) 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 twenty (20) years total continuous employment within the rail industry prior to retirement account of age or ill health or on death. The R.E.T.A. has the same travel availability as an interstate pass.
- (b) 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.

89 ACCIDENT PAY

- 89.1 An Employee, who is in receipt of workers compensation payments, shall also receive payment from the Company of an amount equal to the difference between the workers compensation payment and the Employee's ordinary base rate of pay at the time of the injury for a maximum period of fifty-two (52) weeks.
- 89.2 An Employee on engagement shall be required to declare all workers compensation claims made by them and in the event of false or inaccurate information being deliberately and knowingly declared the Company may require the Employee to forfeit their entitlement to accident pay.
- 89.3 Accident pay shall not be paid where any period of other paid leave of absence has been granted.
- 89.4 The Company shall not dismiss any Employee by reason only of them being in receipt of accident pay.
- 89.5 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 they would have continued to so act.
- 89.6 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 their claim, may be paid sick leave (subject to the availability of credits) pending determination of the claim. On acceptance of a claim, sick leave used under this clause for the claim will be re-credited.

90 SHOP STEWARD CLAUSE/ EMPLOYEE REPRESENTATIVES

90.1 Representation

- (a) For the purposes of the 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 the Agreement.
- (c) Shop Stewards and other employee representatives shall consider the Companies business requirements in their dealing.

90.2 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.
- (b) 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 the Agreement.

90.3 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 the Agreement.
- (b) 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.
- (c) 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.

91 INCOME PROTECTION INSURANCE

- 91.1 Income Protection Insurance is optional. Eligibility for Income Protection Insurance in accordance with this clause is available to Employees who are eligible to be a member of the CEPU (Electrical Division - Victorian).
- 91.2 The Company shall provide Income Protection Insurance to those Employees who elect to take it up through Protect.
- 91.3 If an Employee elects to take up the option of Income Protection Insurance during the life of the Agreement then their wage will be reduced by the cost of the individual policy at the commencement of the coverage by the policy with deductions continuing for the life of the Agreement in accordance with policy payment schedules.

All employees allowance

- 91.4 To support the opportunity for employees to fund income protection insurance, a new allowance of \$53.20 per fortnight gross (\$0.70 per ordinary hour) for full time employees or pro rata for part time employees will be paid to all employees covered by the Agreement and shall apply upon the commencement date of the Agreement, i.e. seven (7) days after the Agreement is approved by the Fair Work Commission.
- 91.5 Employees may elect to have this allowance paid into superannuation via payroll deduction.
- 91.6 This allowance will be fixed for the life of the Agreement and is not an all-purpose allowance.

92 ELECTRICAL REFRESHER TRAINING – E GRADE

- 92.1 The Parties recognise that from 1 January 2023, professional development training may be required for the renewal or retention of an electrical licence in accordance with the *Electricity Safety (Registration And Licensing) Regulations 2020* (Vic).
- 92.2 Where a regulatory authority determines that an Employee is required to attend training for the purposes of licence retention or renewal, and such training takes place within the spread of ordinary hours, an Employee will be entitled to attend the training without loss of pay up to a maximum of one paid day per electrical licence renewal.
- 92.3 For the avoidance of doubt, the costs of the training relating to the renewal or retention of an electrical licence will be borne by the Employee.
- 92.4 The employee is to seek approval to participate in the course, notifying their supervisor of available course dates, at least 14 days ahead, and seeks approval prior to enrolment. Metro's approval will depend on the operational requirements at the time, the availability of sufficient labour and its capacity to cover the employee's absence from the workplace for the nominated date. Once a date is approved by the Supervisor, the employee can then book their participation in the course and the agreed date will be honoured.

93 APPRENTICE DEVELOPMENT TRAINING

- 93.1 Each Apprentice may be released once without loss of pay during the life of this Agreement to attend a training and awareness course that will address topics such as drug and alcohol education, family violence and suicide prevention.

- 93.2 The course will be a one-day course.
- 93.3 Subject to clause 93.1, any training undertaken in accordance with this clause will be at no additional cost to the Company.
- 93.4 The employee is to seek approval to participate in the course, notifying their supervisor of available course dates, at least 14 days ahead, and seeks approval prior to enrolment. Metro's approval will depend on the operational requirements at the time, the availability of sufficient labour and its capacity to cover the employee's absence from the workplace for the nominated date. Once a date is approved by the Supervisor, the employee can then book their participation in the course and the agreed date will be honoured.

94 EMPLOYEE REPRESENTATIVE – UNION MEETINGS

- 94.1 Elected employee representatives of Unions signatory to this Agreement will be released from normal duties to attend union meetings to discuss MTM / Rail Industry related matters on a 1 day per three months, per calendar year basis.
- 94.2 Payment will be made as per roster where an employee is working night shift into or out of the date of the meeting. Paid release will be for one shift only per occasion. Where the meeting is held on a day the employee representative is not rostered to work, time in lieu for the duration of the meeting of up to 8 hours, will be arranged with the respective Depot Manager.
- 94.3 The respective Union will provide the Company 14 days written notice, email or letter by email to MTM, stating the purpose and agenda of the meeting.
- 94.4 The release of employee representatives to attend a meeting will not be unreasonably withheld by the Company, however on each occasion such release is subject to a network incident that requires their participation at the time and the availability of sufficient labour to cover the duties of those employee representatives.

95 PROFESSIONAL ENGINEERS REGISTRATION

- 95.1 In accordance with requirements of the *Professional Engineers Registration Act 2019 (Vic) (Engineers Act)*, the Company will support all eligible employees, who the Company requires to become Registered Professional Engineers under the Engineers Act, with financial support for the cost of attaining and maintaining registration, including undertaking relevant CPD.
- 95.2 The Engineers Act may require the Company to ensure that an Employee must obtain and/or maintain Registered Professional Engineer status (RPEng) in order to fulfill their role with the Company. Where an obligation arises under the Engineers Act, the Company will:
- (a) support the attainment of Registered Professional Engineer status (RPEng) by its Employees; and
 - (b) reimburse assessment and renewal costs upon the successful attainment of RPEng status.

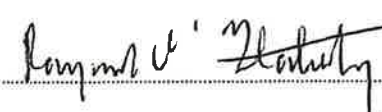
95.3 For clarity, it is the intent of this clause that Employees will not be out of pocket when required by the Company to attain and retain RPEng status. This may include the provision of paid time to attend continuing professional development obligations arising under the Engineers Act.

SIGNATORIES

The Company, Employees and Unions are committed to the provisions contained herein.
In witness thereof the Company and Unions hereto have duly executed this Enterprise Agreement.

This Enterprise Agreement is signed for and on behalf of
Metro Trains Melbourne (MTM)


This Enterprise Agreement is signed for and on behalf of the
Australian Manufacturing Workers Union (AMWU)

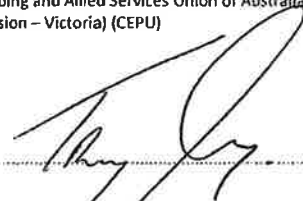
Signature 
Name Raymond O'FLAHERTY
Authority CEO
Address L16, 700 COLLINS ST,
DOCKLANDS, VIC 3008
Date 24 April 2024

Signature 
Name Vince Pepi
Authority Industry coordinator
Address 251 Queensberry St, Carlton Sth,
3053
Date 29/4/2024

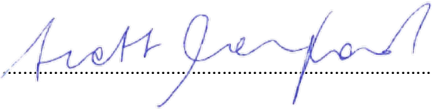
This Enterprise Agreement is signed for and on behalf of the
Australian Rail, Tram and Bus Industry Union (Victorian
Branch) (RTBU)

This Enterprise Agreement is signed for and on behalf of the
Communications, Electrical, Electronic, Energy, Information,
Postal, Plumbing and Allied Services Union of Australia (Electrical
Services Division - Victoria) (CEPU)

Signature 
Name Bryan Evans
Authority Organiser RTBU
Address L2 365 Queen St, Melbourne
Date 24 April 2024

Signature 
Name Troy Gray
Authority State Secretary
Address L1, 200 Arden St, Wth Melbourne
Date 24/4/24

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

Signature 

Name **Scott Crawford**

Authority **Victorian Director**

Address **148-152 Miller Street, West Melbourne, Victoria**

Date **24 April 2024**

SCHEDULE A – STRUCTURE CLASSIFICATIONS

Classifications covered by the Agreement under the C Structure – Trades and Non-Trades stream:

Classification	Metal Award Classification
Team Leader (Equipment Examiner/ Suburban Train Examiner (STM) 3)	C5
Team Leader (STM)	C6
Equipment Examiner / Suburban Train Maintainer (STM) 3	C6
Suburban Train Maintainer 2 (Mechanical & Electrical)	C7
Car Builder	C8
STM 2 Workshop	C8
Suburban Train Maintainer 1 (Mechanical & Electrical)	C9
Fitter (underfloor wheel lathe)	C10
Tradesperson (New Start)	C10
Suburban Train Examiner (STE)	C11 a
Train Examiner 'A' (NDT)	C11 a
Train Examiner	C11
Storeperson	C11

Equipment Examiners Assistant	C12 a
Wash Plant Operator	C12 a
Skilled Labourer	C12
Skilled Labourer (New Start)	C13

Note: Employees who have acquired the Certificate III in Terminal Train Driving and are performing train movements within maintenance depots will be at a minimum subject to the C10 Classification. Employees (as described) who carry a higher classification than C10 will be subject to the specified pay-points in Schedule B.

A.1 Skills Competency and Qualifications

A.1.1 All C10-C5 Employees performing works described in Schedule A- Classification structure, must hold an AQF Certificate III. Electrical & Mechanical Trades must hold either an:

- (a) AQF Trade Certificate III in Electrical Fitting, or
- (b) AQF Trade Certificate III in Electrotechnology Technician, or
- (c) AQF Certificate III in Engineering (Mechanical Trade) MEM30219

All Electrical and Mechanical Trade qualifications must each be underpinned by their relevant AQF core unit requirements and must be issued by, or recognised by, an Australian authority.

Definitions:

- Manufacturing and Engineering (MEM) units training package
- Australian Qualified Framework (AQF) Australian regulated Education and training

A.1.2 This clause will not limit Metro's ability to recruit qualified (AQF) trades with additional skills/ trades not specified in clauses A.1.1 (a) to (c) above to support the evolution of maintenance technology, for example, skills to support maintenance associated with on-board signalling and remote data acquisition.

A.1.3 Metro will consult with the relevant Unions where additional trade qualifications are required to support the introduction of advanced technology. Training will be considered for existing employees where advanced technology is aligned to existing trade qualifications.

A.2 Progression to Suburban Train Maintainer 1 (Mechanical & Electrical)

- A.2.1 An employee classified at the C10 level seeking progression to Suburban Train Maintainer 1 (STM 1) must undertake training which is underpinned by a competency based model.
- A.2.2 As part of their training, the employee must commit to the following:
- a) Complete their Work Book (provided by the Company's Training Department) when working on required tasks with a relevant qualified tradesperson or a qualified trainer;
 - b) Sign off on the required tasks with the relevant qualified tradesperson or a qualified trainer to ensure that the task is authenticated;
 - c) Conduct a self-assessment on the required tasks and record how much they understood from those tasks in their Work Book;
 - d) When the employee has completed their Work Book and has indicated that they understand the full range of tasks required then they will be assessed in the Exam process which can take between 12 – 16 hours in total duration.
 - e) The employee completing further training modules or computer based training units specific to the relevant fleet.
- A.2.3 Upon completion of the training, the Company's Training Department will then assess whether the Employee is deemed competent to progress to STM 1.
- A.2.4 The total duration of the training will generally be between 3 to 6 months. The Company must not allow the duration of the training to extend beyond 6 months unless the following has occurred:
- a) the Company's Training Department has deemed that the employee is not competent based on the assessment of the initial period of training and therefore further training is required; or
 - b) the Employee has taken excessive period/s of leave (whether paid or unpaid) within the 6 month period which has adversely impacted on their ability to attend training and complete their Work Book in a timely manner; or
 - c) the Employee has failed to make themselves available for training and to complete their Work Book in a timely manner which has not allowed the Company's Training Department to assess the employee as competent within the 6 month period.
- A.2.5 Effective date of payment of STM 1 rate of pay
- a) An employee that is deemed competent to progress to STM 1 following the assessment by the Company's Training Department will move to the C9 rate of pay.
 - b) If the assessment described under clause A.2.3 takes place after the Employee's three month anniversary and this is not due to any of the reasons outlined under A.2.4, then upon being deemed competent the Employee will be backpaid the C9 rate of pay effective from the first full pay period on or after the Employee's three month anniversary date.
 - c) For the purposes of this clause, the Employee's three month anniversary date shall be three months from the date that the Employee commenced working at the C10 rate of pay.

A.3 Progression to C8 STM 2 - Workshop (Mechanical & Electrical)

- A.3.1 An employee classified Suburban Train Maintainer 1 (STM 1) seeking progression to C8 STM 2 - Workshop must undertake further training which is underpinned by a competency based model.
- A.3.2 Upon completion of the training, the Company's Training Department will then assess whether the Employee is deemed competent to progress to C8 STM 2 – Workshop.
- A.3.3 Where an employee has successfully completed training modules relevant to the C8 classification level, they shall progress to the rate of pay for C8 – STM 2 Workshop.

A.4 Progression to Suburban Train Maintainer 2 (Mechanical & Electrical)

- A.4.1 An employee classified Suburban Train Maintainer 1 (STM 1), or STM 2 – Workshop, seeking progression to Suburban Train Maintainer 2 (STM 2) must undertake further training which is underpinned by a competency based model.
- A.4.2 As part of their training, the employee must:
 - a) gain further knowledge about the function of different equipment and how it interacts with various train systems;
 - b) learn about different train systems and the maintenance thereof via classroom sessions with theory and practical assessments; and
 - c) complete a practical assessment to work in the yard with other STM 2 employees.
- A.4.3 Upon completion of the training, the Company's Training Department will then assess whether the Employee is deemed competent to progress to STM 2.
- A.4.4 The total duration of the training will generally be between 9 to 12 months. The Company must not allow the duration of the training to extend beyond 12 months unless the following has occurred:
 - a) the Company's Training Department has deemed that the employee is not competent based on the assessment of the initial period of training and therefore further training is required; or
 - b) the Employee has taken excessive period/s of leave (whether paid or unpaid) within the 12 month period which has adversely impacted on their ability to attend training and complete their Work Book in a timely manner; or
 - c) the Employee has failed to make themselves available for training which has not allowed the Company's Training Department to assess the employee as competent within the 12 month period.

A.4.5 Effective date of payment of STM 2 rate of pay

- a) An employee that is deemed competent to progress to STM 2 following the assessment by the Company's Training Department will move to the C7 rate of pay.
- b) If the assessment described under clause A.4.3 takes place later than nine months after the employee has been classified as STM 1 and this is not due to any of the reasons outlined under A.4.4, then upon being deemed competent the Employee will be backpaid the C7 rate of pay effective from the first full pay period on or after the Employee's nine month anniversary date.
- c) For the purposes of this clause, the Employee's nine month anniversary date shall be nine months from the date that the Employee commenced working at the C9 rate of pay.

A.5 Progression to Suburban Train Maintainer (STM) 3

A limited number of STM 3 (dual trade) positions are expected to be available at locations supporting the maintenance, in service and mobile response to the existing fleets and new XT2 fleet when introduced to service. The attainment of STM2 competence is a pre-requisite for employees seeking to progress to fill a STM 3 position in addition to the attainment of a dual trade qualification/s. Once STM 3 trainees have attained their dual trade certificate, they will be reclassified to the C6 rate of pay.

Classifications covered by the Agreement under the C Structure – Trades and Non-Trades stream:

Classification	Metal Award Classification
Technical Officer Senior CI 2 Div 1-2	C3
Technical Officer Senior CI 1 Div 1-2	C4
Technical Officer CI 2 Div 1-3	C5
Technical Officer CI 1 Div 7-8	C6
Technical Officer CI 1 Div 5-6	C7
Technical Officer CI 1 Div 3-4	C8
Technical Officer CI 1 Div 1-2	C9

SCHEDULE B – RATES OF PAY

Pay Code	Pay Code Description	Jul-23		Jan-24		Jul-24		Jan-25	
		2.50%		2.50%		2.00%		2.00%	
		Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual
Administration									
Z11	CLERKCLASS 1 DIV.1	\$38.5977	\$76,269	\$39.5626	\$78,176	\$40.3539	\$79,739	\$41.1610	\$81,334
Z12	CLERKCLASS 1 DIV.2	\$40.1394	\$79,315	\$41.1429	\$81,298	\$41.9658	\$82,924	\$42.8051	\$84,583
Z13	CLERKCLASS 1 DIV.3	\$41.6865	\$82,373	\$42.7287	\$84,432	\$43.5833	\$86,121	\$44.4550	\$87,843
Z14	CLERKCLASS 1 DIV.4	\$43.2240	\$85,411	\$44.3046	\$87,546	\$45.1907	\$89,297	\$46.0945	\$91,083
Z15	CLERKCLASS 1 DIV.5	\$44.2897	\$87,516	\$45.3969	\$89,704	\$46.3048	\$91,498	\$47.2309	\$93,328
ZAY	CLERKCLASS 2 DIV.1	\$45.4947	\$89,898	\$46.6321	\$92,145	\$47.5647	\$93,988	\$48.5160	\$95,868
ZAZ	CLERKCLASS 2 DIV.2	\$46.6328	\$92,146	\$47.7986	\$94,450	\$48.7546	\$96,339	\$49.7297	\$98,266
ZBA	CLERKCLASS 3 DIV.1	\$48.0935	\$95,033	\$49.2958	\$97,409	\$50.2817	\$99,357	\$51.2873	\$101,344
ZBC	CLERKCLASS 3 DIV.2	\$49.2667	\$97,351	\$50.4984	\$99,785	\$51.5084	\$101,781	\$52.5386	\$103,816
Z41	CLERKCLASS 4 DIV.1	\$50.8100	\$100,401	\$52.0803	\$102,911	\$53.1219	\$104,969	\$54.1843	\$107,068
Z42	CLERKCLASS 4 DIV.2	\$52.0106	\$102,773	\$53.3109	\$105,342	\$54.3771	\$107,449	\$55.4646	\$109,598
ZBG	CLERKCLASS 5 DIV.1	\$53.7324	\$106,175	\$55.0757	\$108,830	\$56.1772	\$111,006	\$57.3007	\$113,226
ZBI	CLERKCLASS 5 DIV.2	\$54.9312	\$108,544	\$56.3045	\$111,258	\$57.4306	\$113,483	\$58.5792	\$115,752
ZBK	CLERKCLASS 6 DIV.1	\$56.6579	\$111,956	\$58.0743	\$114,755	\$59.2358	\$117,050	\$60.4205	\$119,391
ZCB	CLERKCLASS 6 DIV.2	\$57.8609	\$114,333	\$59.3074	\$117,191	\$60.4935	\$119,535	\$61.7034	\$121,926
Pay Code	Pay Code Description	Jul-25		Jan-26		Jul-26		Jan-27	
		1.75%		1.75%		1.75%		1.75%	
		Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual
Administration									
Z11	CLERKCLASS 1 DIV.1	\$41.8813	\$82,757	\$42.6142	\$84,206	\$43.3599	\$85,679	\$44.1187	\$87,179
Z12	CLERKCLASS 1 DIV.2	\$43.5542	\$86,063	\$44.3164	\$87,569	\$45.0919	\$89,102	\$45.8810	\$90,661
Z13	CLERKCLASS 1 DIV.3	\$45.2330	\$89,380	\$46.0246	\$90,945	\$46.8300	\$92,536	\$47.6495	\$94,155
Z14	CLERKCLASS 1 DIV.4	\$46.9012	\$92,677	\$47.7220	\$94,299	\$48.5571	\$95,949	\$49.4068	\$97,628
Z15	CLERKCLASS 1 DIV.5	\$48.0574	\$94,961	\$48.8984	\$96,623	\$49.7541	\$98,314	\$50.6248	\$100,035
ZAY	CLERKCLASS 2 DIV.1	\$49.3650	\$97,545	\$50.2289	\$99,252	\$51.1079	\$100,989	\$52.0023	\$102,757
ZAZ	CLERKCLASS 2 DIV.2	\$50.6000	\$99,986	\$51.4855	\$101,735	\$52.3865	\$103,516	\$53.3033	\$105,327
ZBA	CLERKCLASS 3 DIV.1	\$52.1848	\$103,117	\$53.0980	\$104,922	\$54.0272	\$106,758	\$54.9727	\$108,626
ZBC	CLERKCLASS 3 DIV.2	\$53.4580	\$105,633	\$54.3935	\$107,482	\$55.3454	\$109,363	\$56.3139	\$111,276
Z41	CLERKCLASS 4 DIV.1	\$55.1325	\$108,942	\$56.0973	\$110,848	\$57.0790	\$112,788	\$58.0779	\$114,762
Z42	CLERKCLASS 4 DIV.2	\$56.4352	\$111,516	\$57.4228	\$113,467	\$58.4277	\$115,453	\$59.4502	\$117,474
ZBG	CLERKCLASS 5 DIV.1	\$58.3035	\$115,208	\$59.3238	\$117,224	\$60.3620	\$119,275	\$61.4183	\$121,363
ZBI	CLERKCLASS 5 DIV.2	\$59.6043	\$117,778	\$60.6474	\$119,839	\$61.7087	\$121,936	\$62.7886	\$124,070
ZBK	CLERKCLASS 6 DIV.1	\$61.4779	\$121,480	\$62.5538	\$123,606	\$63.6485	\$125,769	\$64.7623	\$127,970
ZCB	CLERKCLASS 6 DIV.2	\$62.7832	\$124,060	\$63.8819	\$126,231	\$64.9998	\$128,440	\$66.1373	\$130,687

Pay Code	Pay Code Description	Jul-23		Jan-24		Jul-24		Jan-25	
		2.50%		2.50%		2.00%		2.00%	
		Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual
Senior Officer									
ZKA	SENIOR OFFICER DIV.01	\$59.7565	\$118,079	\$61.2504	\$121,031	\$62.4754	\$123,451	\$63.7249	\$125,920
ZKC	SENIOR OFFICER DIV.02	\$61.6558	\$121,832	\$63.1972	\$124,878	\$64.4611	\$127,375	\$65.7503	\$129,923
ZKD	SENIOR OFFICER DIV.03	\$63.5498	\$125,574	\$65.1385	\$128,714	\$66.4413	\$131,288	\$67.7701	\$133,914
ZKE	SENIOR OFFICER DIV.04	\$65.4361	\$129,302	\$67.0720	\$132,534	\$68.4134	\$135,185	\$69.7817	\$137,889
ZKF	SENIOR OFFICER DIV.05	\$67.3267	\$133,038	\$69.0099	\$136,364	\$70.3901	\$139,091	\$71.7979	\$141,873
Z1H	SENIOR OFFICER DIV.06	\$69.8780	\$138,079	\$71.6250	\$141,531	\$73.0575	\$144,362	\$74.5187	\$147,249
ZKG	SENIOR OFFICER DIV.07	\$71.1183	\$140,530	\$72.8963	\$144,043	\$74.3542	\$146,924	\$75.8413	\$149,862
ZKH	SENIOR OFFICER DIV.08	\$73.0080	\$144,264	\$74.8332	\$147,870	\$76.3299	\$150,828	\$77.8565	\$153,844
ZKI	SENIOR OFFICER DIV.09	\$74.9022	\$148,007	\$76.7748	\$151,707	\$78.3103	\$154,741	\$79.8765	\$157,836
ZKJ	SENIOR OFFICER DIV.10	\$76.7987	\$151,754	\$78.7187	\$155,548	\$80.2931	\$158,659	\$81.8990	\$161,832
ZKK	SENIOR OFFICER DIV.11	\$78.6856	\$155,483	\$80.6527	\$159,370	\$82.2658	\$162,557	\$83.9111	\$165,808
ZKL	SENIOR OFFICER DIV.12	\$80.5778	\$159,222	\$82.5922	\$163,202	\$84.2440	\$166,466	\$85.9289	\$169,796
ZKM	SENIOR OFFICER DIV.13	\$82.4800	\$162,980	\$84.5420	\$167,055	\$86.2328	\$170,396	\$87.9575	\$173,804
ZJM	SENIOR OFFICER DIV.14	\$84.3741	\$166,723	\$86.4835	\$170,891	\$88.2132	\$174,309	\$89.9775	\$177,796
ZKN	SENIOR OFFICER DIV.15	\$86.2611	\$170,452	\$88.4176	\$174,713	\$90.1860	\$178,208	\$91.9897	\$181,772
ZKO	SENIOR OFFICER DIV.16	\$88.1521	\$174,189	\$90.3559	\$178,543	\$92.1630	\$182,114	\$94.0063	\$185,756
ZKP	SENIOR OFFICER DIV.17	\$90.0441	\$177,927	\$92.2952	\$182,375	\$94.1411	\$186,023	\$96.0239	\$189,743
ZKQ	SENIOR OFFICER DIV.18	\$91.9407	\$181,675	\$94.2392	\$186,217	\$96.1240	\$189,941	\$98.0465	\$193,740
ZKR	SENIOR OFFICER DIV.19	\$93.8369	\$185,422	\$96.1828	\$190,057	\$98.1065	\$193,858	\$100.0686	\$197,736
ZKS	SENIOR OFFICER DIV.20	\$95.7252	\$189,153	\$98.1183	\$193,882	\$100.0807	\$197,759	\$102.0823	\$201,715
Pay Code	Pay Code Description	Jul-25		Jan-26		Jul-26		Jan-27	
		1.75%		1.75%		1.75%		1.75%	
		Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual
Senior Officer									
ZKA	SENIOR OFFICER DIV.01	\$64.8401	\$128,124	\$65.9748	\$130,366	\$67.1294	\$132,648	\$68.3042	\$134,969
ZKC	SENIOR OFFICER DIV.02	\$66.9009	\$132,196	\$68.0717	\$134,510	\$69.2630	\$136,864	\$70.4751	\$139,259
ZKD	SENIOR OFFICER DIV.03	\$68.9561	\$136,257	\$70.1628	\$138,642	\$71.3906	\$141,068	\$72.6399	\$143,536
ZKE	SENIOR OFFICER DIV.04	\$71.0029	\$140,302	\$72.2455	\$142,757	\$73.5098	\$145,255	\$74.7962	\$147,797
ZKF	SENIOR OFFICER DIV.05	\$73.0544	\$144,355	\$74.3329	\$146,882	\$75.6337	\$149,452	\$76.9573	\$152,068
Z1H	SENIOR OFFICER DIV.06	\$75.8228	\$149,826	\$77.1497	\$152,448	\$78.4998	\$155,116	\$79.8735	\$157,830
ZKG	SENIOR OFFICER DIV.07	\$77.1685	\$152,485	\$78.5189	\$155,153	\$79.8930	\$157,869	\$81.2911	\$160,631
ZKH	SENIOR OFFICER DIV.08	\$79.2190	\$156,537	\$80.6053	\$159,276	\$82.0159	\$162,063	\$83.4512	\$164,900
ZKI	SENIOR OFFICER DIV.09	\$81.2743	\$160,598	\$82.6966	\$163,408	\$84.1438	\$166,268	\$85.6163	\$169,178
ZKJ	SENIOR OFFICER DIV.10	\$83.3322	\$164,664	\$84.7905	\$167,546	\$86.2743	\$170,478	\$87.7841	\$173,461
ZKK	SENIOR OFFICER DIV.11	\$85.3795	\$168,710	\$86.8736	\$171,662	\$88.3939	\$174,666	\$89.9408	\$177,723
ZKL	SENIOR OFFICER DIV.12	\$87.4327	\$172,767	\$88.9628	\$175,790	\$90.5196	\$178,867	\$92.1037	\$181,997
ZKM	SENIOR OFFICER DIV.13	\$89.4968	\$176,846	\$91.0630	\$179,940	\$92.6566	\$183,089	\$94.2781	\$186,294
ZJM	SENIOR OFFICER DIV.14	\$91.5521	\$180,907	\$93.1543	\$184,073	\$94.7845	\$187,294	\$96.4432	\$190,572
ZKN	SENIOR OFFICER DIV.15	\$93.5995	\$184,953	\$95.2375	\$188,189	\$96.9042	\$191,483	\$98.6000	\$194,834
ZKO	SENIOR OFFICER DIV.16	\$95.6514	\$189,007	\$97.3253	\$192,315	\$99.0285	\$195,680	\$100.7615	\$199,105
ZKP	SENIOR OFFICER DIV.17	\$97.7043	\$193,064	\$99.4141	\$196,442	\$101.1538	\$199,880	\$102.9240	\$203,378
ZKQ	SENIOR OFFICER DIV.18	\$99.7623	\$197,130	\$101.5081	\$200,580	\$103.2845	\$204,090	\$105.0920	\$207,662
ZKR	SENIOR OFFICER DIV.19	\$101.8198	\$201,196	\$103.6016	\$204,717	\$105.4146	\$208,299	\$107.2594	\$211,945
ZKS	SENIOR OFFICER DIV.20	\$103.8687	\$205,245	\$105.6864	\$208,836	\$107.5359	\$212,491	\$109.4178	\$216,210

Pay Code	Pay Code Description	Jul-23		Jan-24		Jul-24		Jan-25	
		2.50%		2.50%		2.00%		2.00%	
		Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual
Foreman Artisan									
ZFA	FOREMAN ARTISAN C1 D1	\$47.9328	\$94,715	\$49.1311	\$97,083	\$50.1137	\$99,025	\$51.1160	\$101,005
ZFB	FOREMAN ARTISAN C1 D2	\$51.1879	\$101,147	\$52.4676	\$103,676	\$53.5170	\$105,750	\$54.5873	\$107,865
ZFC	FOREMAN ARTISAN C2 D1	\$52.3542	\$103,452	\$53.6631	\$106,038	\$54.7364	\$108,159	\$55.8311	\$110,322
ZFD	FOREMAN ARTISAN C2 D2	\$53.3945	\$105,508	\$54.7294	\$108,145	\$55.8240	\$110,308	\$56.9405	\$112,514
ZFE	FOREMAN ARTISAN C3 D1	\$55.6302	\$109,925	\$57.0210	\$112,673	\$58.1614	\$114,927	\$59.3246	\$117,225
ZFF	FOREMAN ARTISAN C3 D2	\$57.8602	\$114,332	\$59.3067	\$117,190	\$60.4928	\$119,534	\$61.7027	\$121,925
ZFG	FOREMAN ARTISAN C4 D1	\$61.6555	\$121,831	\$63.1969	\$124,877	\$64.4608	\$127,375	\$65.7500	\$129,922
ZDJ	FOREMAN ARTISAN C4 D2	\$63.5498	\$125,574	\$65.1385	\$128,714	\$66.4413	\$131,288	\$67.7701	\$133,914
ZFH	FOREMAN ARTISAN C5 D1	\$67.3270	\$133,038	\$69.0102	\$136,364	\$70.3904	\$139,091	\$71.7982	\$141,873
ZFI	FOREMAN ARTISAN C5 D2	\$69.2218	\$136,782	\$70.9523	\$140,202	\$72.3713	\$143,006	\$73.8187	\$145,866
ZFJ	FOREMAN ARTISAN C5 D3	\$71.1183	\$140,530	\$72.8963	\$144,043	\$74.3542	\$146,924	\$75.8413	\$149,862
ZTD	FOREMAN SUPERVISOR C2 D2	\$44.6837	\$88,295	\$45.8008	\$90,502	\$46.7168	\$92,312	\$47.6511	\$94,159
ZRA	PRODUCTION CO-ORDINATOR	\$72.4426	\$143,147	\$74.2537	\$146,725	\$75.7388	\$149,660	\$77.2536	\$152,653
ZRB	PRODUCTION CO-ORDINATOR MAINT	\$68.9936	\$136,331	\$70.7184	\$139,740	\$72.1328	\$142,534	\$73.5755	\$145,385
Penalty Limitation refer to Clause 41 – Overtime/Penalty Payments									
ZHH	PENALTY LIMITATIONS *	\$72.0080	\$142,288	\$73.8332	\$145,894	\$75.3299	\$148,852	\$76.8565	\$151,868
ZIG	PENALTY LIMITATION.PROF	\$74.2902	\$146,797	\$76.1474	\$150,467	\$77.6703	\$153,477	\$79.2237	\$156,546
Pay Code	Pay Code Description	Jul-25		Jan-26		Jul-26		Jan-27	
		1.75%		1.75%		1.75%		1.75%	
		Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual
Foreman Artisan									
ZFA	FOREMAN ARTISAN C1 D1	\$52.0105	\$102,773	\$52.9207	\$104,571	\$53.8468	\$106,401	\$54.7891	\$108,263
ZFB	FOREMAN ARTISAN C1 D2	\$55.5426	\$109,752	\$56.5146	\$111,673	\$57.5036	\$113,627	\$58.5099	\$115,616
ZFC	FOREMAN ARTISAN C2 D1	\$56.8081	\$112,253	\$57.8022	\$114,217	\$58.8137	\$116,216	\$59.8429	\$118,250
ZFD	FOREMAN ARTISAN C2 D2	\$57.9370	\$114,484	\$58.9509	\$116,487	\$59.9825	\$118,525	\$61.0322	\$120,600
ZFE	FOREMAN ARTISAN C3 D1	\$60.3628	\$119,277	\$61.4191	\$121,364	\$62.4939	\$123,488	\$63.5875	\$125,649
ZFF	FOREMAN ARTISAN C3 D2	\$62.7825	\$124,058	\$63.8812	\$126,229	\$64.9991	\$128,438	\$66.1366	\$130,686
ZFG	FOREMAN ARTISAN C4 D1	\$66.9006	\$132,196	\$68.0714	\$134,509	\$69.2626	\$136,863	\$70.4747	\$139,258
ZDJ	FOREMAN ARTISAN C4 D2	\$68.9561	\$136,257	\$70.1628	\$138,642	\$71.3906	\$141,068	\$72.6399	\$143,536
ZFH	FOREMAN ARTISAN C5 D1	\$73.0547	\$144,356	\$74.3332	\$146,882	\$75.6340	\$149,453	\$76.9576	\$152,068
ZFI	FOREMAN ARTISAN C5 D2	\$75.1105	\$148,418	\$76.4249	\$151,016	\$77.7623	\$153,658	\$79.1231	\$156,347
ZFJ	FOREMAN ARTISAN C5 D3	\$77.1685	\$152,485	\$78.5189	\$155,153	\$79.8930	\$157,869	\$81.2911	\$160,631
ZTD	FOREMAN SUPERVISOR C2 D2	\$48.4850	\$95,806	\$49.3335	\$97,483	\$50.1968	\$99,189	\$51.0752	\$100,925
ZRA	PRODUCTION CO-ORDINATOR	\$78.6055	\$155,324	\$79.9811	\$158,043	\$81.3808	\$160,808	\$82.8050	\$163,623
ZRB	PRODUCTION CO-ORDINATOR MAINT	\$74.8631	\$147,929	\$76.1732	\$150,518	\$77.5062	\$153,152	\$78.8626	\$155,832
Penalty Limitation refer to Clause 41 – Overtime/Penalty Payments									
ZHH	PENALTY LIMITATIONS *	\$78.2190	\$154,561	\$79.6053	\$157,300	\$81.0159	\$160,087	\$82.4512	\$162,924
ZIG	PENALTY LIMITATION.PROF	\$80.6101	\$159,286	\$82.0208	\$162,073	\$83.4562	\$164,909	\$84.9167	\$167,795

Pay Code	Pay Code Description	Jul-23		Jan-24		Jul-24		Jan-25	
		2.50%		2.50%		2.00%		2.00%	
		Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual
Technical Officer									
ZOA	TECH OFFR CL 1 DV 1	\$44.0332	\$87,010	\$45.1340	\$89,185	\$46.0367	\$90,969	\$46.9574	\$92,788
ZOB	TECH OFFR CL 1 DV 2	\$45.2221	\$89,359	\$46.3527	\$91,593	\$47.2798	\$93,425	\$48.2254	\$95,293
ZOL	TECH OFFR CL 1 DV 3	\$46.4097	\$91,706	\$47.5699	\$93,998	\$48.5213	\$95,878	\$49.4917	\$97,796
ZOC	TECH OFFR CL 1 DV 4	\$47.5968	\$94,051	\$48.7867	\$96,403	\$49.7624	\$98,331	\$50.7576	\$100,297
ZOD	TECH OFFR CL 1 DV 5	\$48.7997	\$96,428	\$50.0197	\$98,839	\$51.0201	\$100,816	\$52.0405	\$102,832
ZOE	TECH OFFR CL 1 DV 6	\$50.0474	\$98,894	\$51.2986	\$101,366	\$52.3246	\$103,393	\$53.3711	\$105,461
ZOG	TECH OFFR CL 1 DV 7	\$51.3095	\$101,388	\$52.5922	\$103,922	\$53.6440	\$106,001	\$54.7169	\$108,121
ZOH	TECH OFFR CL 1 DV 8	\$52.5651	\$103,869	\$53.8792	\$106,465	\$54.9568	\$108,595	\$56.0559	\$110,766
ZOI	TECH OFFR CL 2 DV 1	\$53.8734	\$106,454	\$55.2202	\$109,115	\$56.3246	\$111,297	\$57.4511	\$113,523
ZOJ	TECH OFFR CL 2 DV 2	\$55.2153	\$109,105	\$56.5957	\$111,833	\$57.7276	\$114,070	\$58.8822	\$116,351
ZOK	TECH OFFR CL 2 DV 3	\$56.5448	\$111,733	\$57.9584	\$114,526	\$59.1176	\$116,816	\$60.3000	\$119,153
Senior Technical Officer									
ZPA	TECHNICAL OFF.SNR C1 D1	\$58.0585	\$114,724	\$59.5100	\$117,592	\$60.7002	\$119,944	\$61.9142	\$122,342
ZPB	TECHNICAL OFF.SNR C1 D2	\$59.5738	\$117,718	\$61.0631	\$120,661	\$62.2844	\$123,074	\$63.5301	\$125,535
ZPC	TECHNICAL OFF.SNR C1 D3	\$61.0832	\$120,700	\$62.6103	\$123,718	\$63.8625	\$126,192	\$65.1398	\$128,716
ZPD	TECHNICAL OFF.SNR C2 D1	\$62.7184	\$123,932	\$64.2864	\$127,030	\$65.5721	\$129,570	\$66.8835	\$132,162
ZPH	TECHNICAL OFF.SNR C2 D2	\$64.3569	\$127,169	\$65.9658	\$130,348	\$67.2851	\$132,955	\$68.6308	\$135,614
ZPK	TECHNICAL OFF.SNR C2 D3	\$65.9917	\$130,400	\$67.6415	\$133,660	\$68.9943	\$136,333	\$70.3742	\$139,059
ZPZ	TECHNICAL OFF.SNR.C3 D1	\$67.7373	\$133,849	\$69.4307	\$137,195	\$70.8193	\$139,939	\$72.2357	\$142,738
ZQA	TECHNICAL OFF.SNR.C3 D2	\$69.4750	\$137,283	\$71.2119	\$140,715	\$72.6361	\$143,529	\$74.0888	\$146,399
Pay Code	Pay Code Description	Jul-25		Jan-26		Jul-26		Jan-27	
		1.75%		1.75%		1.75%		1.75%	
		Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual
Technical Officer									
ZOA	TECH OFFR CL 1 DV 1	\$47.7792	\$94,412	\$48.6153	\$96,064	\$49.4661	\$97,745	\$50.3318	\$99,456
ZOB	TECH OFFR CL 1 DV 2	\$49.0693	\$96,961	\$49.9280	\$98,658	\$50.8017	\$100,384	\$51.6907	\$102,141
ZOL	TECH OFFR CL 1 DV 3	\$50.3578	\$99,507	\$51.2391	\$101,248	\$52.1358	\$103,020	\$53.0482	\$104,823
ZOC	TECH OFFR CL 1 DV 4	\$51.6459	\$102,052	\$52.5497	\$103,838	\$53.4693	\$105,655	\$54.4050	\$107,504
ZOD	TECH OFFR CL 1 DV 5	\$52.9512	\$104,632	\$53.8778	\$106,463	\$54.8207	\$108,326	\$55.7801	\$110,221
ZOE	TECH OFFR CL 1 DV 6	\$54.3051	\$107,307	\$55.2554	\$109,185	\$56.2224	\$111,095	\$57.2063	\$113,040
ZOG	TECH OFFR CL 1 DV 7	\$55.6744	\$110,013	\$56.6487	\$111,938	\$57.6401	\$113,897	\$58.6488	\$115,890
ZOH	TECH OFFR CL 1 DV 8	\$57.0369	\$112,705	\$58.0350	\$114,677	\$59.0506	\$116,684	\$60.0840	\$118,726
ZOI	TECH OFFR CL 2 DV 1	\$58.4565	\$115,510	\$59.4795	\$117,531	\$60.5204	\$119,588	\$61.5795	\$121,681
ZOJ	TECH OFFR CL 2 DV 2	\$59.9126	\$118,387	\$60.9611	\$120,459	\$62.0279	\$122,567	\$63.1134	\$124,712
ZOK	TECH OFFR CL 2 DV 3	\$61.3553	\$121,238	\$62.4290	\$123,360	\$63.5215	\$125,518	\$64.6331	\$127,715
Senior Technical Officer									
ZPA	TECHNICAL OFF.SNR C1 D1	\$62.9977	\$124,483	\$64.1002	\$126,662	\$65.2220	\$128,879	\$66.3634	\$131,134
ZPB	TECHNICAL OFF.SNR C1 D2	\$64.6419	\$127,732	\$65.7731	\$129,968	\$66.9241	\$132,242	\$68.0953	\$134,556
ZPC	TECHNICAL OFF.SNR C1 D3	\$66.2797	\$130,969	\$67.4396	\$133,261	\$68.6198	\$135,593	\$69.8206	\$137,966
ZPD	TECHNICAL OFF.SNR C2 D1	\$68.0540	\$134,475	\$69.2449	\$136,828	\$70.4567	\$139,222	\$71.6897	\$141,659
ZPH	TECHNICAL OFF.SNR C2 D2	\$69.8318	\$137,988	\$71.0539	\$140,403	\$72.2973	\$142,859	\$73.5625	\$145,360
ZPK	TECHNICAL OFF.SNR C2 D3	\$71.6057	\$141,493	\$72.8588	\$143,969	\$74.1338	\$146,488	\$75.4311	\$149,052
ZPZ	TECHNICAL OFF.SNR.C3 D1	\$73.4998	\$145,236	\$74.7860	\$147,777	\$76.0948	\$150,363	\$77.4265	\$152,995
ZQA	TECHNICAL OFF.SNR.C3 D2	\$75.3854	\$148,962	\$76.7046	\$151,568	\$78.0469	\$154,221	\$79.4127	\$156,919

Pay Code	Pay Code Description	Jul-23		Jan-24		Jul-24		Jan-25	
		2.50%		2.50%		2.00%		2.00%	
		Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual
Professional Engineer									
ZG1	PROF. ENG. GRADUATE C1 Y1	\$45.9402	\$90,778	\$47.0887	\$93,047	\$48.0305	\$94,908	\$48.9911	\$96,806
ZG2	PROF. ENG. GRADUATE C1 Y2	\$48.6482	\$96,129	\$49.8644	\$98,532	\$50.8617	\$100,503	\$51.8789	\$102,513
ZG3	PROF. ENG. GRADUATE C1 Y3	\$51.8334	\$102,423	\$53.1292	\$104,983	\$54.1918	\$107,083	\$55.2756	\$109,225
ZG4	PROF. ENG. GRADUATE C1 Y4	\$55.4936	\$109,655	\$56.8809	\$112,397	\$58.0185	\$114,645	\$59.1789	\$116,938
ZXP	PROF. ENG. EXPERIENCED. C1	\$59.1590	\$116,898	\$60.6380	\$119,821	\$61.8508	\$122,217	\$63.0878	\$124,661
ZN1	PROF. ENGINEER C2.YR 1	\$62.5800	\$123,658	\$64.1445	\$126,750	\$65.4274	\$129,285	\$66.7359	\$131,870
ZNB	PROF. ENGINEER C2.YR 2	\$64.6817	\$127,811	\$66.2987	\$131,006	\$67.6247	\$133,626	\$68.9772	\$136,299
ZNC	PROF. ENGINEER C2.YR 3	\$66.7852	\$131,968	\$68.4548	\$135,267	\$69.8239	\$137,972	\$71.2204	\$140,732
ZNE	PROF. ENGINEER C2.YR 4	\$68.8890	\$136,125	\$70.6112	\$139,528	\$72.0234	\$142,318	\$73.4639	\$145,165
ZNF	PROF. ENGINEER C3.YR 1	\$72.4450	\$143,151	\$74.2561	\$146,730	\$75.7412	\$149,665	\$77.2560	\$152,658
ZNG	PROF. ENGINEER C3.YR 2	\$74.9203	\$148,043	\$76.7933	\$151,744	\$78.3292	\$154,778	\$79.8958	\$157,874
ZNI	PROF. ENGINEER C3.YR 3	\$77.4020	\$152,946	\$79.3371	\$156,770	\$80.9238	\$159,905	\$82.5423	\$163,104
ZNA	PROF. ENGINEER C3.YR 4	\$79.8819	\$157,847	\$81.8789	\$161,793	\$83.5165	\$165,029	\$85.1868	\$168,329
ZNJ	PROF. ENGINEER C4.YR 1	\$83.4892	\$164,975	\$85.5764	\$169,099	\$87.2879	\$172,481	\$89.0337	\$175,931
ZNK	PROF. ENGINEER C4.YR 2	\$86.0589	\$170,052	\$88.2104	\$174,304	\$89.9746	\$177,790	\$91.7741	\$181,346
ZNH	PROF. ENGINEER C4.YR 3	\$88.6128	\$175,099	\$90.8281	\$179,476	\$92.6447	\$183,066	\$94.4976	\$186,727
ZNL	PROF. ENGINEER C5.YR 1	\$92.3803	\$182,543	\$94.6898	\$187,107	\$96.5836	\$190,849	\$98.5153	\$194,666
ZNM	PROF. ENGINEER C5.YR 2	\$95.0771	\$187,872	\$97.4540	\$192,569	\$99.4031	\$196,421	\$101.3912	\$200,349
ZNN	PROF. ENGINEER C5.YR 3	\$97.7733	\$193,200	\$100.2176	\$198,030	\$102.2220	\$201,991	\$104.2664	\$206,030
Pay Code	Pay Code Description	Jul-25		Jan-26		Jul-26		Jan-27	
		1.75%		1.75%		1.75%		1.75%	
		Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual
Professional Engineer									
ZG1	PROF. ENG. GRADUATE C1 Y1	\$49.8484	\$98,500	\$50.7207	\$100,224	\$51.6083	\$101,978	\$52.5114	\$103,763
ZG2	PROF. ENG. GRADUATE C1 Y2	\$52.7868	\$104,307	\$53.7106	\$106,132	\$54.6505	\$107,989	\$55.6069	\$109,879
ZG3	PROF. ENG. GRADUATE C1 Y3	\$56.2429	\$111,136	\$57.2272	\$113,081	\$58.2287	\$115,060	\$59.2477	\$117,073
ZG4	PROF. ENG. GRADUATE C1 Y4	\$60.2145	\$118,984	\$61.2683	\$121,066	\$62.3405	\$123,185	\$63.4315	\$125,341
ZXP	PROF. ENG. EXPERIENCED. C1	\$64.1918	\$126,843	\$65.3152	\$129,063	\$66.4582	\$131,321	\$67.6212	\$133,619
ZN1	PROF. ENGINEER C2.YR 1	\$67.9038	\$134,178	\$69.0921	\$136,526	\$70.3012	\$138,915	\$71.5315	\$141,346
ZNB	PROF. ENGINEER C2.YR 2	\$70.1843	\$138,684	\$71.4125	\$141,111	\$72.6622	\$143,581	\$73.9338	\$146,093
ZNC	PROF. ENGINEER C2.YR 3	\$72.4668	\$143,194	\$73.7350	\$145,700	\$75.0254	\$148,250	\$76.3383	\$150,844
ZNE	PROF. ENGINEER C2.YR 4	\$74.7495	\$147,705	\$76.0576	\$150,290	\$77.3886	\$152,920	\$78.7429	\$155,596
ZNF	PROF. ENGINEER C3.YR 1	\$78.6080	\$155,329	\$79.9836	\$158,048	\$81.3833	\$160,813	\$82.8075	\$163,628
ZNG	PROF. ENGINEER C3.YR 2	\$81.2940	\$160,637	\$82.7166	\$163,448	\$84.1641	\$166,308	\$85.6370	\$169,219
ZNI	PROF. ENGINEER C3.YR 3	\$83.9868	\$165,958	\$85.4566	\$168,862	\$86.9521	\$171,817	\$88.4738	\$174,824
ZNA	PROF. ENGINEER C3.YR 4	\$86.6776	\$171,275	\$88.1945	\$174,272	\$89.7379	\$177,322	\$91.3083	\$180,425
ZNJ	PROF. ENGINEER C4.YR 1	\$90.5918	\$179,009	\$92.1772	\$182,142	\$93.7903	\$185,330	\$95.4316	\$188,573
ZNK	PROF. ENGINEER C4.YR 2	\$93.3801	\$184,519	\$95.0143	\$187,748	\$96.6771	\$191,034	\$98.3689	\$194,377
ZNH	PROF. ENGINEER C4.YR 3	\$96.1513	\$189,995	\$97.8339	\$193,320	\$99.5460	\$196,703	\$101.2881	\$200,145
ZNL	PROF. ENGINEER C5.YR 1	\$100.2393	\$198,073	\$101.9935	\$201,539	\$103.7784	\$205,066	\$105.5945	\$208,655
ZNM	PROF. ENGINEER C5.YR 2	\$103.1655	\$203,855	\$104.9709	\$207,422	\$106.8079	\$211,052	\$108.6770	\$214,746
ZNN	PROF. ENGINEER C5.YR 3	\$106.0911	\$209,636	\$107.9477	\$213,305	\$109.8368	\$217,038	\$111.7589	\$220,836

Pay Code	Pay Code Description	Jul-23		Jan-24		Jul-24		Jan-25	
		2.50%		2.50%		2.00%		2.00%	
		Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual
C Structure									
ZEN	C14	\$37,1150	\$73,339	\$38,0429	\$75,173	\$38,8038	\$76,676	\$39,5799	\$78,210
ZEM	C13	\$39,0182	\$77,100	\$39,9937	\$79,028	\$40,7936	\$80,608	\$41,6095	\$82,220
ZEK	C12	\$41,5878	\$82,177	\$42,6275	\$84,232	\$43,4801	\$85,917	\$44,3497	\$87,635
ZEL	C12A	\$42,7769	\$84,527	\$43,8463	\$86,640	\$44,7232	\$88,373	\$45,6177	\$90,141
ZEI	C11	\$43,9668	\$86,878	\$45,0660	\$89,050	\$45,9673	\$90,831	\$46,8866	\$92,648
ZEJ	C11A	\$45,7754	\$90,452	\$46,9198	\$92,714	\$47,8582	\$94,568	\$48,8154	\$96,459
ZEH	C10	\$47,5837	\$94,025	\$48,7733	\$96,376	\$49,7488	\$98,304	\$50,7438	\$100,270
ZEG	C9	\$49,9624	\$98,726	\$51,2115	\$101,194	\$52,2357	\$103,218	\$53,2804	\$105,282
ZEF	C8	\$52,3413	\$103,426	\$53,6498	\$106,012	\$54,7228	\$108,132	\$55,8173	\$110,295
ZEQ	C8A	\$53,3879	\$105,494	\$54,7226	\$108,132	\$55,8171	\$110,295	\$56,9334	\$112,500
ZEE	C7	\$54,7200	\$108,127	\$56,0880	\$110,830	\$57,2098	\$113,047	\$58,3540	\$115,308
ZER	C7A	\$55,8143	\$110,289	\$57,2097	\$113,046	\$58,3539	\$115,307	\$59,5210	\$117,613
ZED	C6	\$59,4784	\$117,529	\$60,9654	\$120,468	\$62,1847	\$122,877	\$63,4284	\$125,335
ZES	C6A	\$60,6681	\$119,880	\$62,1848	\$122,877	\$63,4285	\$125,335	\$64,6971	\$127,841
ZEC	C5	\$61,8580	\$122,231	\$63,4045	\$125,287	\$64,6726	\$127,793	\$65,9661	\$130,349
ZEB	C4	\$64,2372	\$126,933	\$65,8431	\$130,106	\$67,1600	\$132,708	\$68,5032	\$135,362
ZEA	C3	\$68,9959	\$136,336	\$70,7208	\$139,744	\$72,1352	\$142,539	\$73,5779	\$145,390
Pay Code	Pay Code Description	Jul-25		Jan-26		Jul-26		Jan-27	
		1.75%		1.75%		1.75%		1.75%	
		Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual
C Structure									
ZEN	C14	\$40,2725	\$79,578	\$40,9773	\$80,971	\$41,6944	\$82,388	\$42,4241	\$83,830
ZEM	C13	\$42,3377	\$83,659	\$43,0786	\$85,123	\$43,8325	\$86,613	\$44,5996	\$88,129
ZEK	C12	\$45,1258	\$89,169	\$45,9155	\$90,729	\$46,7190	\$92,317	\$47,5366	\$93,932
ZEL	C12A	\$46,4160	\$91,718	\$47,2283	\$93,323	\$48,0548	\$94,956	\$48,8958	\$96,618
ZEI	C11	\$47,7071	\$94,269	\$48,5420	\$95,919	\$49,3915	\$97,598	\$50,2559	\$99,306
ZEJ	C11A	\$49,6697	\$98,147	\$50,5389	\$99,865	\$51,4233	\$101,612	\$52,3232	\$103,391
ZEH	C10	\$51,6318	\$102,024	\$52,5354	\$103,810	\$53,4548	\$105,627	\$54,3903	\$107,475
ZEG	C9	\$54,2128	\$107,124	\$55,1615	\$108,999	\$56,1268	\$110,907	\$57,1090	\$112,847
ZEF	C8	\$56,7941	\$112,225	\$57,7880	\$114,189	\$58,7993	\$116,187	\$59,8283	\$118,221
ZEQ	C8A	\$57,9297	\$114,469	\$58,9435	\$116,472	\$59,9750	\$118,511	\$61,0246	\$120,585
ZEE	C7	\$59,3752	\$117,325	\$60,4143	\$119,379	\$61,4716	\$121,468	\$62,5474	\$123,594
ZER	C7A	\$60,5626	\$119,672	\$61,6224	\$121,766	\$62,7008	\$123,897	\$63,7981	\$126,065
ZED	C6	\$64,5384	\$127,528	\$65,6678	\$129,760	\$66,8170	\$132,030	\$67,9863	\$134,341
ZES	C6A	\$65,8293	\$130,079	\$66,9813	\$132,355	\$68,1535	\$134,671	\$69,3462	\$137,028
ZEC	C5	\$67,1205	\$132,630	\$68,2951	\$134,951	\$69,4903	\$137,313	\$70,7064	\$139,716
ZEB	C4	\$69,7020	\$137,731	\$70,9218	\$140,141	\$72,1629	\$142,594	\$73,4258	\$145,089
ZEA	C3	\$74,8655	\$147,934	\$76,1756	\$150,523	\$77,5087	\$153,157	\$78,8651	\$155,837

Pay Code	Pay Code Description	Jul-23		Jan-24		Jul-24		Jan-25	
		2.50%		2.50%		2.00%		2.00%	
		Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual
Apprentices (Not Completed Year 12)									
ZSA	APPRENTICE YR1	\$23.7919	\$47,013	\$24.3867	\$48,188	\$24.8744	\$49,152	\$25.3719	\$50,135
ZSB	APPRENTICE YR2	\$28.5502	\$56,415	\$29.2640	\$57,826	\$29.8493	\$58,982	\$30.4463	\$60,162
ZSC	APPRENTICE YR3	\$35.6877	\$70,519	\$36.5799	\$72,282	\$37.3115	\$73,728	\$38.0577	\$75,202
ZSD	APPRENTICE YR4	\$41.8736	\$82,742	\$42.9204	\$84,811	\$43.7788	\$86,507	\$44.6544	\$88,237
Apprentices (Completed Year 12)									
ZAA	APPRENTICE YR1	\$26.1710	\$51,714	\$26.8253	\$53,007	\$27.3618	\$54,067	\$27.9090	\$55,148
ZAB	APPRENTICE YR2	\$30.9294	\$61,116	\$31.7026	\$62,644	\$32.3367	\$63,897	\$32.9834	\$65,175
ZAC	APPRENTICE YR3	\$35.6877	\$70,519	\$36.5799	\$72,282	\$37.3115	\$73,728	\$38.0577	\$75,202
ZAD	APPRENTICE YR4	\$41.8736	\$82,742	\$42.9204	\$84,811	\$43.7788	\$86,507	\$44.6544	\$88,237
Adult Apprentices									
	APPRENTICE YR1	\$38.0670	\$75,220	\$39.0187	\$77,101	\$39.7991	\$78,643	\$40.5951	\$80,216
	APPRENTICE YR2	\$38.0670	\$75,220	\$39.0187	\$77,101	\$39.7991	\$78,643	\$40.5951	\$80,216
	APPRENTICE YR3	\$38.0670	\$75,220	\$39.0187	\$77,101	\$39.7991	\$78,643	\$40.5951	\$80,216
	APPRENTICE YR4	\$41.8736	\$82,742	\$42.9204	\$84,811	\$43.7788	\$86,507	\$44.6544	\$88,237
Pay Code	Pay Code Description	Jul-25		Jan-26		Jul-26		Jan-27	
		1.75%		1.75%		1.75%		1.75%	
		Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual
Apprentices (Not Completed Year 12)									
	APPRENTICE YR1	\$25.8159	\$51,012	\$26.2677	\$51,905	\$26.7274	\$52,813	\$27.1951	\$53,738
	APPRENTICE YR2	\$30.9791	\$61,215	\$31.5212	\$62,286	\$32.0728	\$63,376	\$32.6341	\$64,485
	APPRENTICE YR3	\$38.7237	\$76,518	\$39.4014	\$77,857	\$40.0909	\$79,220	\$40.7925	\$80,606
	APPRENTICE YR4	\$45.4359	\$89,781	\$46.2310	\$91,352	\$47.0400	\$92,951	\$47.8632	\$94,578
Apprentices (Completed Year 12)									
ZAA	APPRENTICE YR1	\$28.3974	\$56,113	\$28.8944	\$57,095	\$29.4001	\$58,095	\$29.9146	\$59,111
ZAB	APPRENTICE YR2	\$33.5606	\$66,316	\$34.1479	\$67,476	\$34.7455	\$68,657	\$35.3535	\$69,859
ZAC	APPRENTICE YR3	\$38.7237	\$76,518	\$39.4014	\$77,857	\$40.0909	\$79,220	\$40.7925	\$80,606
ZAD	APPRENTICE YR4	\$45.4359	\$89,781	\$46.2310	\$91,352	\$47.0400	\$92,951	\$47.8632	\$94,578
Adult Apprentices									
	APPRENTICE YR1	\$41.3055	\$81,620	\$42.0283	\$83,048	\$42.7638	\$84,501	\$43.5122	\$85,980
	APPRENTICE YR2	\$41.3055	\$81,620	\$42.0283	\$83,048	\$42.7638	\$84,501	\$43.5122	\$85,980
	APPRENTICE YR3	\$41.3055	\$81,620	\$42.0283	\$83,048	\$42.7638	\$84,501	\$43.5122	\$85,980
	APPRENTICE YR4	\$45.4359	\$89,781	\$46.2310	\$91,352	\$47.0400	\$92,951	\$47.8632	\$94,578

SCHEDULE B – ALLOWANCES

Pay Code	Pay Code Description	Rates								
		All-Purpose: Yes / No	Jul-23	Jan-24	Jul-24	Jan-25	Jul-25	Jan-26	Jul-26	Jan-27
			2.50%	2.50%	2.00%	2.00%	1.75%	1.75%	1.75%	1.75%
A243	ASBESTOS ALLOWANCE (p/hr)	No	\$ 2.3768	\$ 2.4362	\$ 2.4849	\$ 2.5346	\$ 2.5790	\$ 2.6241	\$ 2.6700	\$ 2.7167
A300	TRAINING ALLOWANCE (p/shift)	No	\$ 18.0357	\$ 18.4866	\$ 18.8563	\$ 19.2334	\$ 19.5700	\$ 19.9125	\$ 20.2610	\$ 20.6155
A324	GRAFFITTI ALLOWANCE (p/hr)	No	\$ 0.9059	\$ 0.9285	\$ 0.9471	\$ 0.9661	\$ 0.9830	\$ 1.0002	\$ 1.0177	\$ 1.0355
A401	WORK DISRUPTION DISABILITY ALLOW (p/hr)	No	\$ 1.5756	\$ 1.6150	\$ 1.6473	\$ 1.6803	\$ 1.7097	\$ 1.7396	\$ 1.7700	\$ 1.8010
A419	SECURITY ALLOWANCE (p/hr)	No	\$ 0.2619	\$ 0.2684	\$ 0.2738	\$ 0.2793	\$ 0.2842	\$ 0.2891	\$ 0.2942	\$ 0.2993
A441	E GRADE ELECTRICIAN (p/hr)	No	\$ 1.2019	\$ 1.2320	\$ 1.2566	\$ 1.2817	\$ 1.3042	\$ 1.3270	\$ 1.3502	\$ 1.3738
A454	FIRST AID ALLOWANCE (p/hr)	No	\$ 0.5387	\$ 0.5522	\$ 0.5633	\$ 0.5745	\$ 0.5846	\$ 0.5948	\$ 0.6052	\$ 0.6158
A493	CONSLIDATED SUBURBAN TRAIN ALLOWANCE (p/shift)	No	\$ 6.7502	\$ 6.9190	\$ 7.0574	\$ 7.1985	\$ 7.3245	\$ 7.4527	\$ 7.5831	\$ 7.7158
A958	OVERTIME MEAL	No	\$ 21.1225	\$ 21.6505	\$ 22.0836	\$ 22.5252	\$ 22.9194	\$ 23.3205	\$ 23.7286	\$ 24.1439
	SCHEDULE C LEVEL 1 (p/hr)	Yes	\$ 1.6900	\$ 1.6900	\$ 1.6900	\$ 1.7238	\$ 1.7540	\$ 1.7847	\$ 1.8159	\$ 1.8477
	SCHEDULE C LEVEL 2 (p/hr)	Yes	Not Applicable	Not Applicable	\$ 3.0842	\$ 3.1459	\$ 3.2010	\$ 3.2570	\$ 3.3140	\$ 3.3720
	SCHEDULE E (p/hr)	Yes	\$ 1.6900	\$ 3.0238	\$ 3.0842	\$ 3.1459	\$ 3.2010	\$ 3.2570	\$ 3.3140	\$ 3.3720
	SCHEDULE F (p/hr)	Yes	Not Applicable	Not Applicable	\$ 1.6900	\$ 1.7238	\$ 1.7540	\$ 1.7847	\$ 1.8159	\$ 1.8477
	SCHEDULE G (p/hr)	Yes	Not Applicable	Not Applicable	\$ 1.6900	\$ 1.7238	\$ 1.7540	\$ 1.7847	\$ 1.8159	\$ 1.8477
	ALL EMPLOYEE ALLOWANCE (p/hr)	No	Not Applicable	\$ 0.7000	\$ 0.7000	\$ 0.7000	\$ 0.7000	\$ 0.7000	\$ 0.7000	\$ 0.7000

Changes to certain allowances throughout the life of this Agreement

Allowance changes	2019 EA Value	Value on commencement of 2023 EA	Effective date in 2023 EA	Indexed from ffpp † on or after	Application	Notes
Schedule C STE All Purpose Allowance Level 1 Clause C.8	\$1.6900	\$1.6900	Not Applicable	1/1/2025	All Purpose	Applicable where Employee does not complete additional units of competency per Schedule C, C10.2
Schedule C STE All Purpose Allowance Level 2 Clause C.11	Not Applicable	\$3.0238*	ffpp on or after 1/12/2024	1/7/2024	All Purpose	Only available upon successful completion of additional units of competency per Schedule C, clause 10
Schedule E Trades All Purpose Allowance Clause E.6	\$1.6900	\$3.0238*	Upon commencement date of new Agreement, 7 days after FWC approval	1/7/2024	All Purpose	
Schedule F Stores All Purpose Allowance	Not Applicable	\$1.6900	ffpp on or after 1/12/2024	1/1/2025	All Purpose	Only available upon successful completion of Certificate II in Engineering (MEM20105)
Schedule G Technical Team All Purpose Allowance	Not Applicable	\$1.6900	ffpp on or after 1/12/2024	1/1/2025	All Purpose	
Clause 91 All Employee Allowance	Not Applicable	\$0.7000	Upon commencement date of new Agreement, 7 days after FWC approval	Not Applicable	Fixed rate & not all purpose	

†ffpp = first full pay period

* This amount represents the initial value agreed to by the Parties of \$2.95 per hour plus a 2.5% increase (i.e. the '1 Jan 2024' increase).

SCHEDULE C – SUBURBAN TRAIN EXAMINER ALLOWANCE

Background

- C.1** The parties recognise the importance of this Agreement providing the necessary flexibility, job security and productivity improvements so that the Company can remain competitive and deliver on the needs of a modern rail network.
- C.2** The Company is committed to enhancing the career path and supporting the training needs of employees covered by this Schedule. The parties have agreed on the relevant units of competency under *Certificate II in Engineering (MEM20105)* as part of supporting the training needs of employees covered by this Schedule.
- C.3** Employees will not be required to work beyond the level of their skills, competence and training, other than for the purposes of undertaking training or gaining experience necessary to progress to the STE position or if they have commenced a recognised apprenticeship.

Scope

- C.4** This Schedule applies only to the position of Suburban Train Examiner (STE) – C11(a).
- C.5** Clause C.6 of this Schedule outlines the minimum training requirements for the STE position – C11(a).

Available units of competency

- C.6** Employees seeking progression to the STE position – C11(a) must work towards completing the minimum requirements for achievement of the *Certificate II in Engineering (MEM20105)*. The units of competency are to be consistent with the AQF qualification as updated over time by the relevant Industry Skills Council.

Allowance payable

- C.7** The 2019 Agreement introduced the payment of an all-purpose allowance of \$1.6900/hr from the time that participating employees were awarded *Certificate II in Engineering (MEM20105)* and demonstrated that they are working to the full competencies of the STE position – C11(a). For the avoidance of doubt, the award of Certificate II in Engineering (MEM20105) was and continues to be based on the assessment undertaken by the Company's training department.

- C.8** For the purposes of this Schedule, the allowance specified in the above C.7 will be referred to as the **"STE All Purpose Allowance Level 1"**.

This allowance is indexed from the first full pay period on or after 1 January 2025 as follows:

- 2% increase from the first full pay period on or after 1 January 2025 to \$1.7238 per hour
- 1.75% increase from the first full pay period on or after 1 July 2025 to \$1.7540 per hour
- 1.75% increase from the first full pay period on or after 1 January 2026 to \$1.7847 per hour
- 1.75% increase from the first full pay period on or after 1 July 2026, to \$1.8159 per hour
- 1.75% increase from the first full pay period on or after 1 January 2027 to \$1.8477 per hour

New employees

C.9 Any employee that commences employment with the Company in an entry level position, in classifications C13 or C12, during the life of this Agreement, must serve at least twelve months' service before they can become eligible for progression to the position of Suburban Train Examiner (STE) – C11(a).

C.10 Eligibility for STE All Purpose Allowance Level 2

C.10.1 Suburban Train Examiners who have completed a Certificate II Engineering and at the commencement of this Agreement were in receipt of the Schedule C **“STE All Purpose Allowance Level 1”**, will be eligible for an increased All-Purpose Allowance, to be referred to as **“STE All Purpose Allowance Level 2”**, upon successful completion of all units of competency listed in clause C.10.2

C.10.2 Units of competency for STE All Purpose Allowance Level 2

Unit Code	Unit Title	MEM Points	Reasoning for business requirement
MEM25001	Apply fibre-reinforced materials	2	Front mask repairs all fleet types
MEM08011	Prepare surfaces using solvents and/or mechanical means	2	XT100 body side repairs and front mask finishing post repair
MEM08004	Finish work using wet, dry and vapour deposition methods	4	body side and vandalism repairs
MEM26008	Select and use resin systems appropriate for product	4	Flooring repairs
AURVTG109	Remove and install vehicle fixed body glass	0	Glass repair

C.10.3 For the avoidance of doubt, the successful completion of the units of competency under clause C.10.2 does not entitle Schedule C employees to be reclassified at a higher level under the C Structure in Schedule A.

C.11 The **“STE All-Purpose Allowance Level 2”** shall be an amount of \$3.02* per hour and will be indexed as follows:

- 2% increase from the first full pay period on or after 1 July 2024, to \$3.0842 per hour
- 2% increase from the first full pay period on or after 1 January 2025, to \$3.1459 per hour
- 1.75% increase from the first full pay period on or after 1 July 2025, to \$3.2010 per hour
- 1.75% increase from the first full pay period on or after 1 January 2026, to \$3.2570 per hour
- 1.75% increase from the first full pay period on or after 1 July 2026, to \$3.3140 per hour
- 1.75% increase from the first full pay period on or after 1 January 2027, to \$3.3720 per hour

** This amount represents the initial value agreed to by the Parties of \$2.95 per hour plus a 2.5% increase (i.e. the '1 Jan 2024' increase).*

C.12 Schedule C employees currently in receipt of the **“STE All-Purpose Allowance Level 1”**, will continue to receive \$1.69 per hour until they become eligible for the **“STE All-Purpose Allowance Level 2”** in accordance with clause C.10.

- C.13** The units of competency listed in clause C.10.2 will be made available for commencement no later than 1 July 2024. If the Employee successfully completes all units of competency listed in clause C.10.2 after 1 December 2024, they will be back paid the “STE All-Purpose Allowance Level 2” to the first full pay period on or after 1 December 2024.
- C.14** Where Schedule C employees currently in receipt of the “**STE All-Purpose Allowance Level 1**” do not successfully complete the units of competency listed in clause C.10.2, they will continue to receive the existing “**STE All-Purpose Allowance Level 1**”, which will be indexed during the life of the new Agreement as per clause C.8 of this Schedule.
- C.15** Refer to Clause 30 of this Agreement for Schedule C eligibility provisions of employees of the Company appointed to Apprenticeship positions.
- C.16** For the avoidance of doubt, a Schedule C employee is only eligible to receive either the “**STE All-Purpose Allowance Level 1**” or “**STE All-Purpose Allowance Level 2**”, but not both.
- C.17** The parties agree to review the provisions of this Schedule as part of the bargaining process for the 2027 Enterprise Agreement. In particular, the parties will review whether the intent of this Schedule and whether the commitments of this Schedule are being met by the parties.

SCHEDULE D – ROSTER AGREEMENT

Roster changes may be required from time to time to support business requirements, Company and Government initiatives, or the introduction of new skills or technology.

Changes to rosters will only occur after step one, two, four and three, if needed, have been adhered to.

Step One: The Company will notify work groups and their representatives when it proposed to make a roster change, including the reasons for the roster change.

Step Two: Within one (1) week of the notification above, a meeting will be scheduled between the Company and nominated Employee representatives to discuss feedback and options. Roster changes will be determined by agreement of the majority of affected Employees and that agreement will not be unreasonably withheld. The following principles will apply in determining whether agreement can be reached:

- Rosters will be discussed with Employees.
- Impact of the change on an individual's remuneration.
- Work/life balance considerations.
- Fatigue requirements must be factored into any roster outcome.
- Outcomes must meet business requirements.

Step Three: If no agreement can be reached, the Company of the Employees and/or their representatives may progress the matter to the Fair Work Commission under the Dispute Resolution procedures contained within the Agreement (clause 12).

Step Four: New rosters will initially be filed on a volunteer basis. Where there are insufficient volunteers to work new rosters the Company is entitled to populate any roster vacancies from remaining Employees by providing notice to these Employees in accordance with the shift change provisions of the Agreement (clause 64).

SCHEDULE E – TRADES ALLOWANCE

Background

- E.1** The parties recognise the importance of this Agreement providing the necessary flexibility, job security and productivity improvements so that the Company can remain competitive and deliver on the needs of a modern rail network.
- E.2** The parties agree that the purpose of this Schedule is to recognise the contribution of Schedule E employees (as defined herein) in providing on-the-job training and backfill support to facilitate the training of Schedule C employees and the commitment of Schedule E employees to broaden the scope of work to be undertaken within the limits of their skills, competence and training.
- E.3** Employees will not be required to work beyond the level of their skills, competence and training within the relevant trade stream. Mechanical and electrical employees will be encouraged to gain the appropriate skills and competence to advance to the C6 level as required by the Company.

Scope

E.4

- a. This Schedule applies to all employees who are classified within the classifications C10 – C3 within the C structure of this Agreement, or as Production Coordinators or as Senior Production Coordinators (defined herein as “Schedule E employees”).
- b. For the avoidance of doubt, this schedule does not apply to any new employees engaged as Apprentices during the life of this Agreement. The provisions of Schedule E will apply to such apprentices upon satisfactory completion of the relevant AQF Certificate III qualification (first full pay period on or after) and they will be expected to comply with, Clause E.5 of this Schedule.
- c. Refer to Clause 30 of this Agreement for Schedule E eligibility provisions of existing employees of the Company appointed to apprenticeship positions.

Allowance payable

- E.5** The 2019 Agreement provided for the Company to commence payment of an All-Purpose allowance of \$1.6900/hr from 1 July 2020 to all Schedule E employees. This allowance is paid in recognition of Schedule E employees:
- providing on-the-job training and backfill support to assist Schedule C employees with completing the units of competency associated with *Certificate II in Engineering (MEM20105)* or units of competency associated with the STE All Purpose Allowance Level 2 (clause C.10.2); and
 - broadening the scope of work to be undertaken within the limits of their skills, competence and training.

- E.6** This allowance shall increase in value from \$1.6900 per hour to \$3.0238* per hour effective from the commencement date of this Agreement, i.e., 7 days after this Agreement is approved by the Fair Work Commission and will then be indexed as follows:

2% increase from the first full pay period on or after 1 July 2024 to \$3.0842 per hour
2% increase from the first full pay period on or after 1 January 2025 to \$3.1459 per hour
1.75% increase from the first full pay period on or after 1 July 2025 to \$3.2010 per hour
1.75% increase from the first full pay period on or after 1 January 2026 to \$3.2570 per hour
1.75% increase from the first full pay period on or after 1 July 2026, to \$3.3140 per hour
1.75% increase from the first full pay period on or after 1 January 2027 to \$3.3720 per hour

** This amount represents the initial value agreed to by the Parties of \$2.95 per hour plus a 2.5% increase (i.e. the '1 Jan 2024' increase).*

Under Floor Wheel lathe employees

- E.7** Under Floor Wheel lathe employees become eligible for the increased Schedule E ***“Trades All-Purpose Allowance”*** upon satisfactory completion of STM 2 training and competency assessment and progression to C7 classification; eligibility to be based upon willingness to apply STM 2 skills in support of Depot and siding STM maintenance requirements and willingness to comply with clause E.5 of this Schedule.
- E.8** Until such time that clause E.7 applies, Under Floor Wheel Lathe employees will continue to receive the Trades All-Purpose allowance of \$1.69/hr (the 2019 Agreement rate) which will be indexed in accordance with clause G.4 under Schedule G. For the avoidance of doubt, Under Floor Wheel Lathe employees will receive the allowance in this clause E.8 or the allowance prescribed in clause E.7, but not both.

Review of provisions for the next Enterprise bargaining process

- E.9** The parties agree to review the provisions of this Schedule as part of the bargaining process for the 2027 Enterprise Agreement. In particular, the parties will review whether the intent of this Schedule and whether the commitments of this Schedule are being met by the parties.

SCHEDULE F

Stores All-Purpose Allowance Level 1 (Stores employees only)

F.1 A new “*Stores All-Purpose Allowance*” of \$1.6900 per hour, shall be made available and payable from the first full pay period on or after 1 December 2024 to:

Stores staff who complete a Certificate II Engineering (in accordance with Schedule C, C.7) to facilitate assistance with ad-hoc train maintenance tasks where competency exists.

F.2 Training for the Certificate II in Engineering (MEM20105) is to be made available for interested Stores employees no later than 1 July 2024. If the Stores Employee successfully completes all units of competency for Certificate II in Engineering (MEM20105) after 1 December 2024, they will be back paid the “Stores All-Purpose Allowance” to the first full pay period on or after 1 December 2024.

F.3 This allowance will be indexed as follows:

- 2% increase from the first full pay period on or after 1 January 2025 to \$1.7238 per hour
- 1.75% increase from the first full pay period on or after 1 July 2025 to \$1.7540 per hour
- 1.75% increase from the first full pay period on or after 1 January 2026 to \$1.7847 per hour
- 1.75% increase from the first full pay period on or after 1 July 2026, to \$1.8159 per hour
- 1.75% increase from the first full pay period on or after 1 January 2027 to \$1.8477 per hour

F.4 Refer to Clause 30 of this Agreement for Schedule F eligibility provisions of existing employees of the Company appointed to Apprenticeship positions.

F.5 The parties agree to review the provisions of this Schedule as part of the bargaining process for the 2027 Enterprise Agreement. In particular, the parties will review whether the intent of this Schedule and whether the commitments of this Schedule are being met by the parties.

SCHEDULE G

- G.1** The 2023 Rolling Stock Enterprise Agreement introduces a **“Technical Team All-Purpose Allowance”** added to this Schedule G, which applies to Reliability Officers and Technical Officers covered by this Agreement and employed within the Rolling Stock Fleet Maintenance teams.
- G.2** This new **“Technical Team All-Purpose Allowance”** of \$1.6900 per hour, shall be payable to eligible employees from the first full pay period on or after 1 December 2024.
- G.3** This allowance applies to facilitate the provision of mobility and recognition of ad-hoc out of hours technical support.
- G.4** This allowance will be indexed as follows:
- 2% increase from the first full pay period on or after 1 January 2025 to \$1.7238 per hour
 - 1.75% increase from the first full pay period on or after 1 July 2025 to \$1.7540 per hour
 - 1.75% increase from the first full pay period on or after 1 January 2026 to \$1.7847 per hour
 - 1.75% increase from the first full pay period on or after 1 July 2026, to \$1.8159 per hour
 - 1.75% increase from the first full pay period on or after 1 January 2027 to \$1.8477 per hour
- G.5** Refer to Clause 30 of this Agreement for Schedule G eligibility provisions of existing employees of the Company appointed to Apprenticeship positions.
- G.6** The parties agree to review the provisions of this Schedule as part of the bargaining process for the 2027 Enterprise Agreement. In particular, the parties will review whether the intent of this Schedule and whether the commitments of this Schedule are being met by the parties.

IN THE FAIR WORK COMMISSION

FWC Matter No.:

AG2024/1478

Applicant:

Metro Trains Melbourne Pty Ltd

Undertaking- section 190

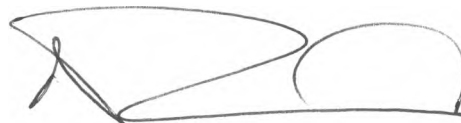
I, Rob Duvel, Executive Director: Safety & People of Metro Trains Melbourne Pty Ltd (**the Company**) give the following undertakings with respect to the *Metro Trains Melbourne Rolling Stock Enterprise Agreement 2023 (the Agreement)*:

1. I have the authority given to me by Metro Trains Melbourne Pty Ltd to provide this undertaking in relation to this application before the Fair Work Commission.
2. The Company undertakes that:
 - a. in relation to clauses 28, 29 and 30 of the Agreement, any reference to “trainee” or “traineeship” shall be deleted as the Company does not employ any employees pursuant to the National Training Wage system under this Agreement.

Employer name: Metro Trains Melbourne Pty Ltd

Authority to sign: Executive Director: Safety & People

Signature:



Date: 14/05/2024